

REVISED

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: **MONDAY, SEPTEMBER 20, 2021** **7:00 p.m.**

LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2554 435 2702 Password: V6aMwPfHr35 which can be accessed by phone at 408-418-9388 or by logging on at

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m76353b0a71f546be7691a26a1872f592>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Citizens may also view the meeting by live broadcast on Spectrum Cable Channel 25 or the livestream on the Village's website.

Previously recorded Village Board Meeting Videos can be viewed at

https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- 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:
 - A. 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, to include:
- 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) Written Public Comments should be directed to comments@village.germantown.wi.us, by 4 p.m. on Monday, September 20.

VII. CONSENT AGENDA:

A. Approval of Minutes August 16, 2021 Regular Village Board Meeting and August 30, 2021 Special Village Board Meeting.

B. Accounts payable/payroll:

1.	August 13, 2021	Accounts Payable	\$ 1,138,550.83
2.	August 20, 2021	Accounts Payable	\$ 109,773.20
3.	August 27, 2021	Accounts Payable	\$ 295,266.49
4.	August 30, 2021	Payroll (Hourly)	\$ 265,522.23
5.	August 30, 2021	Payroll (Salary)	\$ 107,589.27
6.	September 3, 2021	Accounts Payable	\$ 649,619.55
7.	September 10, 2021	Accounts Payable	\$ 256,709.55
8.	September 14, 2021	Payroll (Hourly)	\$ 162,962.29
9.	September 15, 2021	Payroll (Salary)	\$ 70,370.11

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

C. Resolution 24-2021, Wisconsin Employee Trust Funds - Income Continuation Insurance for Employees

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

D. ITU AbsorbTech to provide maintenance towels, mop heads and floor mats in an amount not to exceed \$10,353.68 annually and \$31,061.04 over the 3-year agreement with no annual increase.

E. Purchase of two ZT7061SR zero turn mowers from Bobcat Plus Inc. in an amount not to exceed \$28,970.

VIII. UNFINISHED BUSINESS

A. None.

IX. PUBLIC HEARINGS:

A. None.

X. NEW BUSINESS:

A. Resolution 25-2021, Appreciation of Service to Mark Schroeder.

B. Resolution 26-2021, Appreciation of Service to Lt. Tom Schreihart.

C. Resolution 27-2021, Combined Resolution for Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs.

D. Kiwanis 4th of July Overview Presentation – Joletta Kerpan.

E. Police Department Staffing Presentation.

F. Resolution 28-2021, A Resolution Adopting Updated Bond Schedule for Municipal Court Cases.

- G. Ordinance 09-2021, Amendments to Section 17.50(2)(f), 17.50(2)(h) and 17.41(6) regarding fences, hedges and retaining walls in residential districts; 17.46(7)(h) regarding Electronic Message Center (EMC) signs and 17.59 regarding animal waste storage facilities.
- H. Memorandum of Understanding (MOU) with Washington County regarding the administration and enforcement of the Village's animal waste storage facilities regulations under Zoning Code Section 17.59.
- I. Overview Presentation of 2022 Budget and Setting of 2022 Committee of the Whole Budget Meetings.
- J. Vision for Washington County Next Generation Housing – Presentation by - Josh Schoemann - County Executive.
- K. Resolution 29-2021, Consideration of Resolution Authorizing Amendments to \$2,140,000 Village of Germantown, WI Industrial Development Revenue Bonds, Series 2015 (Machining Concepts Inc. Project) Issued on February 12, 2015.
- L. Village of Richfield Potential Water / Sewer Memorandum of Understanding. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- M. Acquisition of Property in the Area of the Intersection of Donges Bay and Wasaukee Roads for a new Department of Public Works Facility. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene 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, October 4, 2021, 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
August 16, 2021**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, J. Miller, R. Miller, Myers, and Neureuther. Absent Excused: Pieper. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Schroeder, Superintendent Anderson, Director Ratayczak, and Manager Hirn. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Gehls is having a ribbon cutting at noon on Saturday.

**ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC
INTEREST/DEPARTMENT AND COMMITTEE 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, to include:

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

Renee Simerlein of Crestview Drive came to the podium. She reported that they have been putting up with loud noise from Sterling Tank Pharmaceuticals. They have contacted trustee a with complaints of sound.

President Wolter read an email from Art Zabel against the Police and Fire Protection charge on the water bill.

CONSENT AGENDA:

- A. Approval of Minutes August 2, 2021 Regular Village Board Meeting.
- B. Accounts payable/payroll:
 - 1. August 6, 2021 Accounts Payable \$ 1,138,550.83
 - 2. August 17, 2021 Payroll (Hourly) \$ 265,522.23
 - 3. August 15, 2021 Payroll (Salary) \$ 107,589.27

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

- C. Myers Masonry – EMC Sign Invoice.
- D. 2021 Sealcoat Projects Award of Contract.
- E. Award of Contract for Sanitary Sewer and Water Main Extension – Holy Hill Road.

Motion (Myers/Baum) to approve Consent Agenda items A-C. J. Miller requested to pull items D and E. Roll call vote carried unanimously.

Motion (Myers/Baum) to approve items D and E. Roll call vote carried unanimously.

UNFINISHED BUSINESS:

- A. Update on Domain Name to germantownwi.gov. (previously approved December 21, 2020 Village Board).

Manager Hirn reported on the Domain Name change to germantownwi.gov for security purposes. We are starting the process and it will take about a month and plan to go live in September.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. **Ordinance 08-2021**, Rezoning from A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District, and **2-Lot Certified Survey Map (CSM)** Application; and **Conditional Use Permit (CUP) 06-2021**, to Allow an encroachment into a 25' Wetland and 75' Navigable Waterway Setback, for Capstone Quadrangle Development Company, agent for MLG/RMS Ltd. Partnership, property owner – 52.5 acres at N128 W20943 Holy Hill Road.

Director Retzlaff came to the podium. He reported on the application requests and reviewed the map locations. The land use map and site plan were shown and reviewed. Wetlands and waterway setbacks were shown and reviewed. No wetlands will be filed in. Staff comments were reviewed. The Plan Commission recommended approval subject to conditions.

Motion (Myers/Baum) to approve the Ordinance 08-2021, Rezoning from A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District, and 2-Lot Certified Survey Map (CSM) Application; and Conditional Use Permit (CUP) 06-2021, to Allow an encroachment into a 25' Wetland and 75' Navigable Waterway Setback, for Capstone Quadrangle Development Company, agent for MLG/RMS Ltd. Partnership, property owner – 52.5 acres at N128 W20943 Holy Hill Road. Motion carried. J. Miller and Hudson voted no.

- B. **Certified Survey Map** for Home Path Financial LP, property owner of 2.33-Acres on Bittersweet Trail, Outlot CSM 4988. 4- Lot Certified Survey Map (CSM) to create four single-family lots as part of the Heritage Park North Subdivision.

Associate Planner Zandt came to the podium. The preliminary plat was shown. There will be a final development agreement for Home Path Financial yet to come forward. Plan Commission recommended the item subject to two conditions.

Motion (Myers/Baum) to approve Certified Survey Map for Home Path Financial LP, property owner of 2.33-Acres on Bittersweet Trail, Outlot CSM 4988. 4- Lot Certified Survey Map (CSM) to create four single-family lots as part of the Heritage Park North Subdivision. The zoning to surrounding communities were reviewed. IT is consistent with surrounding. Drainage was discussed. Motion Carried Unanimously.

- C. Water Rate Increase – Vicki Hellenbrand, Baker Tilley.

Administrator Kreklow introduced the item. Friday communication was received from the Wisconsin Public Service Commission. The Service Commission recommended a two-step increase that will allow for funds to be available to the utility of 1,154,066 and 256,943 rate increase. Effective within 90 days of PSC approval and the second after the new water tower is in place. The average increase is \$9.50 per month and includes the portion of the public fire protection. Includes a rate of return of 4.9%; this is what the PSC has indicated as needed for infrastructure.

The PSC informed us of the public hearing that will be in mid-september. Week of September 6th or September 13th. The hearing is held in Madison and is over phone lines. This is the last Village Board meeting prior to the public hearing. When informed of the date will post on the village website, facebook and other postings. If the PSC approves the increase, it will go into effect within 90 days and will be in the final billing quarter of 2021.

The Village Board does not approve the rate increase. The Village Board can direct staff to look at the 4.9% rate of return. Could be submitted to the PFC. An analysis of alternatives were reviewed.

The rate of return in the past two years has been roughly zero. The revenues have been generally covering operating and not adequate to replace aging equipment such as meters, programmable equipment, readers, miles of water main that needs to be replaced over several years. The meters are failing and upon approval of the rate increase will go forward with meter replacement.

The public service commission does not allow for a phase in of rate increase. The last large increase was in 2010.

Attorney Sajdak reported that the public hearing will be available for participation from the Village Hall. Residents can call in from home or Village Hall.

Motion (Baum/Kaminski) to approve 4.9% rate of return increase. The Public Hearing is with the PSC. Motion carried. Hudson voted no.

D. Report from Village Administrator on COVID – 19.

Administrator Kreklow reported on the COVID-19 Status. A chart of COVID cases in Washington County was shown. Appear that we will see increase in cases in the coming weeks. No new cases with Village Staff. No action was taken.

E. Redistricting Update and Timeline.

On Friday Clerk Braunschweig met with the County Clerk and County GIS Staff. Last week the population data was received at 20,934. New redistricting map will come before the General Government and Finance Committee on September 20, 2021 and then Village Board October 4, 2021. Normally, the census block information is received in March. The information was received mid-August. The timeline to prepare is greatly reduced.

F. Meridian Germantown LLC / Wal-Mart Stores, Inc claim of excessive real estate tax settlement. The Village Board may convene into closed session per Wis. Stats.

§19.85(1)(g) for the purpose of conferring with Legal Counsel who is rendering advice concerning strategy to be adopted by the Village with respect to litigation in which it is involved or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate; and,

The Village President read the item. Attorney Sajdak advised that the item could be presented in open session. Administrator Kreklow reported on the results of mediation. Attorney Gehring is available if needed. Meridian Germantown LLC / Wal-Mart Stores, Inc came to an agreement to set the value of the property at 62.50 per square foot for 2019 and 2020 and 60 per square foot for 2021. There would be a refund that the Village would owe. Motion (Myers/Baum) to accept the mediation amounts. Roll Call Vote Carried Unanimously.

- G. Potential Tax Increment Development Incentive for the Potential Tenant for the Property Located at the Northwest Corner of Goldendale and Holy Hill Roads (Dickman Development Property Owner). The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion (R. Miller/J. Miller) to convene into closed session for I., item and to include the Village Board, Administrator Kreklow, Director Retzlaff, Attorney Sajdak, and Clerk Treasurer Braunschweig. Roll call vote carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 9:01 p.m.

The next regular meeting of the Village Board will be on Monday, August 16, 2021, at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
JOINT VILLAGE BOARD
SCHOOL BOARD MEETING MINUTES
August 30, 2021**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, J. Miller, R. Miller, Myers, Neureuther, and Pieper. Absent Excused: Kaminski. School Board Members Present: Barney, Borden, Soderberg, Pawlak, Loth and Reinemann. Absent Excused: Medved. Also present: Administrator Kreklow, Clerk Braunschweig, Director Schroeder, Chief Snow, and Manager Hirn. Also present: Superintendent Stousland, and Director Altendorf. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

**ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC
INTEREST/DEPARTMENT AND COMMITTEE 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, to include:

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

None.

NEW BUSINESS:

- A. Resolution 23-2021, Third Amendment to the Intergovernmental Agreement between the Germantown School District and the Village of Germantown Relating to the School Resource Officer Program.

Administrator Kreklow reported on the item that includes a 50/50 cost share of both positions. The Village Board Motion (Baum/Myers) to approve the Resolution 23-2021, Third Amendment to the Intergovernmental Agreement between the Germantown School District and the Village of Germantown Relating to the School Resource Officer Program. Discussion ensued of the resolution changes ensued. Roll Call Vote Carried Unanimously.

The School Board Motion (Barney/Pawlak) to approve the Resolution 23-2021, Third Amendment to the Intergovernmental Agreement between the Germantown School District and the Village of Germantown Relating to the School Resource Officer Program. Discussion ensued of the resolution changes ensued. Vote Carried Unanimously.

- B. Village Update and Information.

Administrator Kreklow presented a Village Update of key topics that included the financial foundation, growth, and planning for the future. He reviewed the fund balance, debt, Covid Impacts, and future growth.

C. School District Update and Information.

Superintendent Stousland reviewed enrollment and the current school year. There has been an overall decrease in enrollment. Covid trends and affects were reported on. There is a 10 year capital plan in place. The bond for the school is a 30 year bond and the school is looking to refinance. Shortages were reported on for bus drivers, officials for athletics, and substitute teachers.

Future programs were reported on including 4 year-old kindergarten options to start in fall of 2022 and virtual charter school.

Director Altendorf reported on the zero – based budgeting process, budget reductions, and Covid costs.

Superintendent Stousland and Administrator Kreklow worked to make this meeting happen. Superintendent Stousland commented on the next joint meeting to be in January and to look for shared services or joint programming.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 6:51 p.m.

The next regular meeting of the Village Board will be on Monday, SEPTEMBER 20, 2021, at 7:00 p.m. The annual school board meeting will be on September 27th.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk - Treasurer



Resolution for Inclusion Under the Income Continuation Insurance Plan

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

RESOLVED, by the Village Board of the
----- (Governing Body)
Germantown of Village of Germantown
----- (Employer Legal Name)

that pursuant to the provisions of Section 40.61 of the Wisconsin Statutes,

Village of Germantown hereby determines to offer the Income Continuation Insurance Plan
----- (Governing Body)

to eligible personnel through the program of the State of Wisconsin Group Insurance Board, and agrees to abide by the terms of the plan as set forth in the contract between the Group Insurance Board and the Administrator.

The resolution shall be effective on the later of the 1st of the month on or after 90 days following its receipt at the Department of Employee Trust Funds, or

January 1, 2022 ;and
(specify a later effective date, 1st of month only)

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the State of Wisconsin Group Insurance Board to provide such Income Continuation Insurance.

Certification

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the 20th day of September, 21 and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 20th day of September, 2021.

Federal tax identification number (FEIN/TIN)

69-036-

ETF employer identification number

Number of eligible employees 125

Washington County

Employer county

pwinter@village.germantown.wi.us & ehirn@village.germantown.wi.us

Employer benefit contact email address

Authorized employer representative signature

Dean M. Wolter

Authorized employer representative printed name

Village President

Authorized representative title

PO Box 337, Germantown WI 53022

Mailing address

Submit completed form to ETF at ETFsMBESSNewEmployer@etf.wi.gov or fax to 608-267-4549.

For ETF use only - EFFECTIVE DATE OF COVERAGE ENTERED BY ETF:

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE

MEETING DATE: August 16, 2021

PLACEMENT New Business

ITEM TITLE: Income Continuation Insurance

SUBMITTED BY: Paula Winter

SUMMARY EXPLANATION:

- The Village will be offering a new benefit program to all eligible employees. This new benefit will be effective January 1, 2022.
- The Income Continuation Insurance (ICI) benefit is a voluntary disability benefit offered the WI Department of Employees Trust Fund (ETF).
- ICI pays employees 75% of their salary if they are unable to work for an extended period over 30 days for medical reasons.
- This benefit is currently offered at no cost to the Village or its' employees.

To enroll with the State, we ask the board to approve the attached resolution. The completed, signed resolution will then be filed with the ETF. All eligible employees will need to complete an application as part of the process.

ATTACHMENT: ORDINANCE____ RESOLUTION _X_ OTHER ____

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

MEETING DATE: Monday September 20th, 2021

AGENDA ITEM: Consent

ITEM TITLE: Authorization of Towel and Floor Mat Agreement

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

The village is currently under contract with ITU AbsorbTech to provide towels, mop heads, and floor mats as necessary throughout various buildings within the village. The existing contract is set to expire September 30th, 2021. Staff has solicited pricing from five area companies who specialize in providing this type of service. Two service providers have submitted pricing and the results are listed below for committee review.

ITU AbsorbTech	\$10,353.68 / \$31,061.04 (3 years w/ no increases)
Unifirst	\$12,341.34 / \$38,144.00 (3 years w/ 3% increases per year)

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

It was the recommendation of the Public Works and Highway Committee to forward to the Village Board with a positive recommendation to authorize staff to obtain the services of ITU AbsorbTech to provide towels, mop heads and floor mats as outlined in the attached documents to meet the needs of the village. If approved, funding shall be allocated from buildings maintenance account: 10-519-530-3500 in the amount of \$10,353.68 per year and \$31,061.04 over the 3-year agreement with no annual increase.

COMMITTEE ACTION:

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

MAT AND TOWEL INVENTORY

PRODUCT	FREQUENCY	QUANTITY	INVENTORY	SIZE	LOCATION
Shop Towel	weekly	400			DPW
Shop Towel	e.o.w	50			Recycling
Shop Towel	monthly	50			Police
Huck Towel	e.o.w	150			Village Hall
Huck Towel	e.o.w	150			Library
Huck Towel	e.o.w	50			Recycling
Huck Towel	e.o.w	200			Police
Huck Towel	e.o.w	75			Police Annex
Huck Towel	e.o.w	150			DPW
Huck Towel	monthly	50			Fire Company
Huck Towel	monthly	135			Recreation
Huck Towel	monthly	135			Fire Station
Huck Towel	monthly	75			Survive Alive
Bar Towel	e.o.w	30			Village Hall
Bar Towel	monthly	60			DPW
Cloth Roll Towel	monthly	2	4		Fire Company
Cloth Roll Towel	e.o.w	2	6		Recycling
Cloth Roll Towel	e.o.w	2	4		DPW
Cloth Roll Towel	e.o.w	2	4		Police
Mop Head (dust)	weekly	4		20"	DPW
Mop Head (dust)	weekly	4		24"	DPW
Mop Head (dust)	monthly	2		20"	Fire Company
Mop Head (dust)	weekly	2		20"	Recycling
Mop Head (dust)	monthly	4		36"	Library
Mop Head (dust)	weekly	2		24"	Village Hall
Mop Head (dust)	weekly	4		36"	Village Hall
Mop Head (dust)	e.o.w	2		20"	Police
Mop Head (dust)	e.o.w	4		24"	Police
Mop Head (dust)	monthly	2		36"	Fire Station
Mat	e.o.w/weekly	4		3' x 5'	Village Hall
Mat	e.o.w/monthly	2		3' x 5'	Village Hall
Mat	e.o.w/monthly	2		3' x 10'	Village Hall
Mat	e.o.w/monthly	4		4' x 15'	Village Hall
Mat Brush	e.o.w/monthly	2		4' x 6'	Village Hall
Mat Brush	e.o.w/monthly	2		3' x 10'	Village Hall
Mat Brush	e.o.w/monthly	2		4' x 6'	Survive Alive
Mat Brush	e.o.w/monthly	2		3' x 10'	Survive Alive
Mat specialty	e.o.w	2		3' x 10'	Village Hall
Mat	monthly	2		3' x 10'	Fire Company
Mat	e.o.w/monthly	2		4' x 15'	Library
Mat specialty	monthly	2		4' x 8'	Police
Mat	e.o.w/monthly	2		3' x 5'	Police
Mat	e.o.w/monthly	2		4' x 6'	Police
Mat	e.o.w/monthly	2		3' x 10'	Police
Mat	e.o.w/monthly	2		4' x 10'	Police
Mat Brush	e.o.w/monthly	2		3' x 5'	Police

MAT AND TOWEL INVENTORY

Mat specialty	monthly	1		4 x 6	Police Annex
Mat specialty	e.o.w	1		4 x 6	Police Annex
Mat	e.o.w/monthly	2		3 x 10	Police Annex
Mat	monthly	2		4 x 10	Police Annex
Mat	e.o.w	2		4 x 10	Police Annex
Mat	e.o.w/monthly	4		3 x 5	Recycling
Mat	e.o.w/monthly	4		4 x 6	Recycling
Mat Brush	bi-annually	8		3 x 5	DPW (Water)
Mat Brush	e.o.w	4		3 x 5	DPW
Mat	e.o.w	2		3 x 15	DPW
Mat specialty	e.o.w	1		4 x 8	DPW
Mat	e.o.w	2		4 x 6	DPW
Mat	e.o.w	1		3 x 10	DPW

Updated: 6/11/2021

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

MEETING DATE: Monday September 20th, 2021

AGENDA ITEM: Consent

ITEM TITLE: Zero Turn Mower Purchase

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

\$33,000.00 was budgeted to replace two zero turn mowers as part of the 2020 budget. The purchase was not executed during 2020 over budget concerns due to COVID, and the funds were eventually carried over into the 2021 budget. The new mowers will be a direct replacement for two aging units that are close to the end of their service life. Staff requested proposals from three area suppliers and the results are listed below.

Bobcat Plus Inc: \$28,970.00

Green Streek Outdoor Power: \$29,051.09

Barton Small Engine LLC: \$31,386.00

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

It was the recommendation of the Public Works and Highway Committee to forward to the Village Board with a positive recommendation to authorize staff to purchase two ZT7061SR zero turn mowers from Bobcat Plus Inc. in an amount not to exceed \$28,970.00. If approved, funding shall be allocated from 10-553-570-8100.

COMMITTEE ACTION:

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



Bobcat.

Product Quotation

Quotation Number: 35762D036121

Date: 2021-07-23 09:35:21

Ship to	Bobcat Dealer	Bill To
Village of Germantown Attn: Matt N122 W17177 Fond du Lac Ave Germantown, WI Phone: (262) 384-0497 Email: mkolbow@village.germantown.wi.us	Bobcat Plus, Inc, Butler, WI 12411 WEST SILVER SPRING DRIVE BUTLER WI 53007-1002 Phone: (262) 781-1199 Fax: (262) 781-0735 ----- Contact: John Janicek Phone: 262-781-1199 Cellular: 262-307-6993 E Mail: jjanicek@bobcatplus.com	Village of Germantown Attn: Matt N122 W17177 Fond du Lac Ave Germantown, WI Phone: (262) 384-0497

Description	Part No	Qty	Price Ea.	Total
ZT7061SR - ZT7000 Zero Turn Riding Mower	9997012	2	\$14,649.00	\$29,298.00
Engine: -B and S Vanguard EFI Gas Engine	Operator Platform: -Instrumentation: Fuel Gauges, Hourmeter and PTO			
Deck: -AirFXTM Cutting System -Air-Gap Baffles -XL Grass Discharge Chute -Front bull-nose designed -Deep profile -Adjustable front lips -Cast Iron Spindle Assemblies	-Throttle and Choke Cables -12 V Plug Outlet -Key Switch -Front Mounted Light -Extra High Back Full Mechanical Suspension Seat -Padded Arm Rest -Fore/Aft Adjustment -Seat Belt -Roll Over Protective Structure (ROPS) meets OSHA 1928.51 & 1928.52 -Meets standard ANSI/OPEI B71.4 -Anti-Vibration Foot Plate			
Engine Compartment: -Rotating rear bumper -2 inch hitch receiver	Operator Controls: -Hand Deck Lift Assist -Adjustable Foot Deck Lift Assist -Height of Cut Tethered Pin -Adjustable Control Levers -Fore/Aft/Up/Down			
Tires: -Drive Tires: 26 x 12 - 12 OTR -Caster Tires: 15 x 6.5 - 6 No Flat OTR	Warranty: -36 months, or 2000 hours whichever occurs first			
Transmission: -Hydro-GearTM ZT-5400 2-Speed Hydrostatic Transaxle				

		Total for these 2 Machines	\$29,298.00	
Description	Part No	Qty	Price Ea.	Total
BOSS-VAC PRO, 12BU DFS, COLL	970651	1	\$3,289.00	\$3,289.00
--- 61" Deck Kit	970613	1	\$799.00	\$799.00
--- Black Bumper Kit	970657	1	\$79.99	\$79.99
		Total for these items		\$4,167.99

Total of Items Quoted	\$33,465.99
Freight Charges	\$885.00
Other Charges: Dealer PDI	\$200.00
Other Charges: Dealer Assembly	\$425.00
Discount Bobcat Municipal Discount	(\$6,005.99)
Quote Total - US dollars	\$28,970.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

Green Streek Outdoor Power, LLC

8680 North 91st Street, Milwaukee WI 53224

Cory 414 651 9763 Office 414 797 2306 cory@greenstreekoutdoorpower.com

Doosan Bobcat 61" ZT7000 Quote

Name: Village of Germantown

Address: N112 W17001 Mequon Rd, Germantown, WI 53022

N122 W17177 Fond du Lac Ave, Germantown, WI 53022

Equipment: *Doosan Bobcat ZT7000 61"SD with 993cc Briggs & Stratton Vanguard Engine*

- Model Number: 9997012
- 15 Gallon Fuel Tank
- 15 Amp Charging System
- 250ft-lb Clutch
- ROPS, meets OSHA 1928.51 & 1928.52
- Transmission Oil Capacity: 9 Quarts
- 16cc Transmission Pump Displacement
- ZT-5400 Hydro-Gear Transaxle
- Extra High Back Full Mechanical Suspension Seat, with Padded Arm Rests and Seat Belt
- Anti-Vibration Foot Plate
- AirFX Cutting System, with Air-Gap Baffles and XL Grass Discharge Chute
- Drive Tires: 26x12-12 OTR
- Front Caster Tires: 15x6.5-6 No-Flat OTR
- 0-19mph Forward Speed
- 0-7.5mph Reverse Speed
- 36 month or 2,000 Hour Warranty, whichever occurs first (Options to Extend Warranty 1-Year/250Hours or 2-Years/500Hours)

MSRP: \$14,649

Bid Assistance Pricing: \$12,451.65

Green Streek Outdoor Power, LLC

8680 North 91st Street, Milwaukee WI 53224

Cory 414 651 9763 Office 414 797 2306 cory@greestreekoutdoorpower.com

Accessory/Attachment: *Boss VAC Pro Deck Kit, 61" 12-Bushel Dump-From-Seat*

- Part Number: 970613

MSRP: \$799

Bid Assistance Pricing: \$679.15

Accessory/Attachment: *Boss VAC Pro Kit, 61" 12-Bushel Dump-From-Seat Collection System*

- Part Number: 970651

MSRP: \$3,289

Bid Assistance Pricing: \$2,795.65

Accessory/Attachment: *Boss VAC Pro, Bumper Kit - Orange*

- Part Number: 970656

MSRP: \$79.99

Bid Assistance Pricing: \$67.99

Green Streek Outdoor Power, LLC

8680 North 91st Street, Milwaukee WI 53224

Cory 414 651 9763 Office 414 797 2306 cory@greenstreekoutdoorpower.com

Equipment Totals:

-61" Bobcat Mower: \$12,451.65 x 2 mowers = **\$24,903.30**

-BVP 61" Deck Kit: **\$679.15**

-BVP 12-Bushel Collection System: **\$2,795.65**

-Bumper Kit, Orange: **\$67.99**

-Shipping of Mowers and Collection System: **\$340**

-Installation of Kits: 3 Hours of Labor at a Rate of \$85/HR for Collection Kit
Install on 1 Mower (Our Standard Shop Rate is \$95/HR) = **\$255 + Shop
Supplies (\$10)**

\$ 29,051.09

-Optional Warranty Extensions: 1-Year/250 Hours = **\$600**

2-Year/500 Hours = **\$1,000**

*****Mowers unfortunately have very low availability in WI and the
Midwest region. Doosan Bobcat has not provided dealers or
distributors a time frame for shipping and releasing of many of their
mowers*****

Q U O T A T I O N

PAGE: 1

BARTON SMALL ENGINE LLC
1628 N. MAIN ST.
WEST BEND, WI 53090 USA
Phone #: (262)334-5373
Fax #: (262)334-5330

PHONE #: (262)253-8254 DATE: 7/22/2021
CELL #: (262)384-0497 ORDER #: 162292
ALT. #: (262)384-0497 Ext: MAT CUSTOMER #: 11749
P.O.#: CP: SN
TERMS: Cash LOCATION: 1
SALES TYPE: Quote STATUS: Active

BILL TO 11749

Village Of Germantown
N122w17177 Fond Du Lac Ave
PO Box 337, WI 53022

SHIP TO

Village Of Germantown
N122w17177 Fond Du Lac Ave
PO Box 337, WI 53022

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CGC	9997012	ZT7000 993cc Van EFI B&S 61SD	2	\$14,649.00	\$14,649.00	\$29,298.00
CGC	970651	BVP,12BU DFS,COLL.SYSTEM	1	\$3,289.00	\$3,289.00	\$3,289.00
CGC	970613	KIT-BVP 61",12BU DFS,PC6000 & PP7000	1	\$799.00	\$799.00	\$799.00
****	DISC	DISCOUNT	-1	\$2,000.00	\$2,000.00	(\$2,000.00)

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: \$31,386.00
TAX: \$1,726.23
ORDER TOTAL: \$33,112.23

\$ 31,386.00

Authorized By: _____

RESOLUTION 25-2021

APPRECIATION OF SERVICE TO PARK AND RECREATION DIRECTOR MARK SCHROEDER

WHEREAS, Village Board Members, Village Employees, and Citizens of the Community would like to express their appreciation and gratitude to Park and Recreation Director Mark Schroeder for his public service, contributions and dedication while serving the Village of Germantown for more than 23 years; and,

WHEREAS, Mark Schroeder Served as Recreation Director from March 1, 1984 - July 25, 2001; and then Served as Park and Recreation Director from July 29, 2015 - September 30, 2021; and,

WHEREAS, in April of 1990, Mark created an Urban Forestry Plan that was recognized by the Wisconsin Department of Natural Resources. Mark is a known active member of the Germantown Kiwanis Club, completed the 2015-2016 Leadership Germantown Class, and Recognized as a member of the Wisconsin Park and Recreation Association since 1984. Mark is a 2017 recipient of the George Wilson Service Award as recognized by the Wisconsin Park and Recreation Association.

NOW, THEREFORE, BE IT RESOLVED that the Village Board does HEREBY acknowledge the dedication to the GERMANTOWN COMMUNITY that Park and Recreation Director Mark Schroeder has shown during his service and wishes him well.

Introduced by: _____

Adopted: September 20, 2021

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk - Treasurer

RESOLUTION 26-2021

APPRECIATION OF SERVICE TO LIEUTENANT THOMAS SCHREIHART

WHEREAS, Village Board Members, Village Employees, and Citizens of the Community would like to express their appreciation and gratitude to Lieutenant Thomas Schreihart for his public service, contributions and dedication while serving the Village of Germantown for more than 28 years; and,

WHEREAS, Thomas Schreihart began as Patrol Officer with the Village on October 19, 1993. He was promoted to SWAT team in 1998 where he served as Officer in Charge. On March 31, 2001, he was promoted to Sergeant and then to Lieutenant in March of 2004. Lieutenant Schreihart has worked as a field training officer and then supervised the Field Training Program for more than ten years. Lieutenant Schreihart has acted as the Court Officer and assigned to oversee the TraCS system; and,

NOW, THEREFORE, BE IT RESOLVED that the Village Board does HEREBY acknowledge the dedication to the GERMANTOWN COMMUNITY that Lieutenant Thomas Schreihart has shown during his service and wishes him well.

Introduced by: _____

Adopted: September 20, 2021

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk - Treasurer

**BUSINESS OF THE GENERAL GOVERNMENT AND FINANCE COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Monday September 20th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Wisconsin DNR Urban Forestry Grant Commitment

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Village staff is seeking commitment as part of writing for an Urban Forestry grant from the Wisconsin DNR. Staff is working with Wachtel Tree Science to prepare the grant which must be submitted to the Wisconsin DNR no later than October 1st, 2021 and must include an authorizing resolution to be considered. The grant request is made up of several components including: GIS inventory update, staff training in tree planting & trimming, staff training in tree felling and chainsaw safety and a public engagement session which would likely be geared toward tree planting. The upfront financial impacts to the village are \$24,500.00 and would be reflected as part of the 2022 Highway Department general ledger maintenance budget. If the grant is awarded, there would be a 50% reimbursement of the overall cost returned to the village upon the completion of the items listed within the grant as outlined above. It is an industry standard to update a tree inventory every 5 years. While our inventory has been updated as it relates to Ash trees, the village last fully updated its inventory back in 2006. The information kept on our GIS system is outdated at best and an update is a beneficial project. Maintaining an accurate inventory helps with budget and planning as it relates to planting, trimming, removal, and treatment. Whether the village is awarded the grant or not, the projects outlined within the grant will bring budget and safety benefits to the village regardless of the reimbursement.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff is seeking the necessary project commitment to qualify for the aforementioned DNR Urban Forestry grant. If the commitment is made, funding shall be allocated from Highway accounts: 10-542-530-4200 (GIS) and 10-542-530-7700 (Training & Seminars).

COMMITTEE ACTION:

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

RESOLUTION 24-2021

COMBINED AUTHORIZING RESOLUTION FOR URBAN FORESTRY GRANT AND URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS

INSTRUCTIONS

For a given grant cycle, each applicant (municipality, tribal government, or non-profit 501(c)(3)) must submit to the DNR an *Authorizing Resolution*, approved by their governing body, that indicates an “**Authorized Representative**.” The Authorized Representative is defined here as an office, officer, or employee of the applicant, being given authority to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

We strongly recommend that the Authorized Representative be listed as the title of a position, rather than name of an employee. Employee changes (retirement, changing jobs, etc.) during a grant cycle cause the resolution to be ineffective.

The following is a sample *combined* authorizing resolution. It allows the Authorized Representative to submit **both** Urban Forestry and/or Urban Forestry Catastrophic Storm grant applications. This is strongly recommended, so that, if a catastrophic storm event occurs and the Governor declares a State of Emergency in the applicant’s county, then the applicant’s Authorized Representative already has the authority to apply for an Urban Forestry Catastrophic Storm grant.

Authorizing Resolution

WHEREAS, the applicant, Village of Germantown, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, Village of Germantown, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Steve Kreklow, Village Administrator, its official employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Adopted this 20th day of September, 2021.

I hereby certify that the foregoing resolution was duly adopted by Village of Germantown, September 20, 2021.

	Village President	September 20, 2021
Authorized Signature	Title	Date Certified

September 7, 2021

REGISTERED
NO. 2 (Amended)UNITED STATES OF AMERICA
STATE OF WISCONSINREGISTERED
[**\$1,675,708.08**]VILLAGE OF GERMANTOWN, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BOND, SERIES 2015
(MACHINING CONCEPTS INC. PROJECT)

<u>Maturity Date</u>	<u>Date of Amendment</u>	<u>Original Issue Date</u>
February 1, 2045	September 27, 2021	February 12, 2015

REGISTERED OWNER: BMO HARRIS BANK N.A.

PRINCIPAL AMOUNT: **[ONE MILLION SIX HUNDRED SEVENTY-FIVE
THOUSAND SEVEN HUNDRED EIGHT DOLLARS
AND EIGHT CENTS] [**\$1,675,708.08**]****NOTICE:**
THIS BOND HAS BEEN AMENDED

Effective September 27, 2021 (the “Assumption Date”), pursuant to an Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) among Germantown Realty Investment LLC (the “Original Borrower”), MC Realty LLP, a Wisconsin limited partnership (the “New Borrower”), and BMO Harris Bank N.A., the New Borrower will assume certain obligations of the Original Borrower which have been assigned to the New Borrower by the Original Borrower as set forth in the Assignment and Assumption Agreement, including but not limited to, the Bond Agreement and the Promissory Note.

Pursuant to a First Amendment to Bond Agreement (the “Amendment”) dated September 27, 2021 among the Village of Germantown, Wisconsin, the New Borrower, and BMO Harris Bank N.A., as Trustee and Original Purchaser, certain of the terms and provisions of the Bond Agreement (hereinafter defined) and this Bond have been amended. All of the terms and provisions of the Bond Agreement and this Bond hereinafter recited are hereby deemed to be amended as of September 27, 2021 to the extent and effect provided by the Amendment. As of September 27, 2021, the outstanding principal balance of the Promissory Note (as defined under the Bond Agreement) and this Bond is [**\$1,675,708.08**].

KNOW ALL MEN BY THESE PRESENTS that the Village of Germantown, Wisconsin, a municipal corporation organized under the laws of the State of Wisconsin (the “Issuer”), for value received, promises to pay, but solely from the source and as hereinafter provided and not otherwise, to the above-named registered owner, or registered assigns principal and interest hereon as provided below.

1. Maturity; Repayment of Principal; Interest Payments.

(a) Maturity Date.

The Bonds will be issued in the aggregate principal amount of \$2,140,000 (*of which* **[\$1,675,708.08]** *is the aggregate principal amount outstanding on the date hereof*) and shall mature on February 1, 2045. Principal of the Bonds shall be paid by the Issuer solely from payments to be made by MC Realty LLP, a Wisconsin limited liability partnership, as the new Borrower (the “Borrower”), which entity has assumed the obligations of Germantown Realty Investment LLC, a Wisconsin limited liability company (the “Original Borrower”), for payment of the Bonds effective September 27, 2021, in such amounts and on such dates as set forth in the Credit Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, the payment of principal, premium or prepayment penalty, if any, and interest on Bonds shall be payable by the Borrower to BMO Harris Bank N.A. (the “Original Purchaser”) in the manner agreed to in writing by the Borrower and the Original Purchaser and acknowledged by BMO Harris Bank N.A. (the “Trustee”), including but not limited to, payments made by the Borrower directly to the Original Purchaser as set forth in Section 2.19 of the Bond Agreement.

(b) Repayment of Principal.

Notwithstanding anything else herein to the contrary, the principal amount of the Bonds outstanding shall never exceed the aggregate amounts transferred from the Original Purchaser to the Trustee for deposit into the Project Fund pursuant to Sections 3.01 and 4.02 of the Bond Agreement, less repayments of principal made by the Issuer; *provided, however*, that nothing in the Bond Agreement shall be construed to obligate the Borrower to proceed with the Project described below (however, the Borrower has covenanted that once the Project has been commenced the Borrower will complete the Project as promptly as practicable), and in the event Borrower does not proceed with the Project, Borrower shall have no obligation under the Bond Agreement, other than the repayment, together with interest for amounts advanced by the Original Purchaser.

Payments of principal in excess of the scheduled installments set forth herein and related payments of premium shall be credited against scheduled installments in inverse order with respect to the Bonds.

2. Interest on the Bonds.

(a) Commencing on September 27, 2021 through October 11, 2021, the Bonds shall bear interest at a variable rate equal to:

$$(\text{[Rate]} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$$

(b) Commencing on October 12, 2021 through October 11, 2026, the Bonds shall bear interest at a fixed rate calculated pursuant to the following formula:

$$(5\text{-Year Treasury Rate} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$$

(c) Commencing on October 12, 2026, and as reset on each Reset Date thereafter, the Bonds shall bear interest at a variable rate or fixed rate, as selected by Borrower in writing, with the consent of the Original Purchaser, and delivered to the Trustee not less than 30 nor more than 60 days prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then the Borrower shall be deemed to have made an election at the variable rate), which election shall be irrevocable, for such Reset Period equal to:

(i) A variable rate equal to:

$$(\text{[Rate]} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$$

-OR-

(ii) A fixed rate for a period of five (5) years, which shall be reset on each Reset Date, calculated pursuant to the following formula:

$$(5\text{-Year Treasury Rate} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$$

The Bonds shall bear interest at the rate determined according to the above interest rate formula selected by the Borrower, for the duration of such Reset Period. Notwithstanding the foregoing, the interest rate on the Bonds shall never exceed the Maximum Rate. Interest on the Bonds shall be paid by the Issuer solely from payments to be made by the Borrower.

(d) Interest Rate Adjustment on Bonds in the Event of Change in Corporate Tax Rate. The interest rates on the Bonds shall be subject to adjustment in the event of an increase or decrease in the Corporate Tax Rate of the Original Purchaser after the issuance date of the Bonds, with such change in the interest rate to be effective as of the date of the increase or decrease in the Corporate Tax Rate of the Original Purchaser. The rates of interest on the Bonds (other than the interest rate in effect following a Determination of Taxability) shall be decreased (in the case of an increase in the Corporate Tax Rate) or increased (in the case of a decrease in the Corporate Tax Rate) so that the effective interest rate to the Original Purchaser, after taking into account such increase or decrease in the Corporate Tax Rate shall be the same yield to the Original Purchaser as was in effect prior to such change in the Corporate Tax Rate. “Corporate Tax Rate” means the highest stated statutory rate of federal income tax imposed on corporations, disregarding any surcharges or surtaxes.

(e) The following definitions are applicable to the foregoing formulas and to the remainder of this Section 2 and Section 8:

(i) “5-Year Treasury Rate” means, as of any date, the 5-Year Treasury Constant Maturities interest rate as most recently published by the Board of Governors of the Federal Reserve System, published in Release H.15 (currently available at www.federalreserve.gov/releases/h15/update); provided, however, that if such rate is not available on H.15 then such rate shall be otherwise independently determined by Original Purchaser from an alternate, substantially similar independent source or shall be calculated

by a substantially similar methodology as that theretofore used to determine such offered rate on H.15. Each determination of the 5-Year Treasury Rate made by Original Purchaser shall be final and conclusive, absent manifest error. If the 5-Year Treasury Rate is not available because it is a weekend or holiday or for another reason, the 5-Year Treasury Rate shall be established as of the preceding day on which the Board of Governors of the Federal Reserve System published the 5-Year Treasury Rate.

(ii) “Credit Spread” means such Credit Spread as determined by the Original Purchaser for a similarly situated borrower as the Borrower based on the Original Purchaser’s then-current underwriting standards, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions and current and historical operating performance and which Credit Spread in the opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Bonds would otherwise be entitled.

(iii) “Rate” means, for any month, [NEED INDEX & DEFINITION FOR VARIABLE RATE].

(iv) “Maximum Rate” means twenty percent (20%) per annum.

(v) “Reset Date” means the first day of each Reset Period.

(vi) “Reset Period” means (A) while the Bonds bear interest at a fixed rate, each period of five (5) years from each Reset Date through the day immediately preceding the next Reset Date or the maturity date of the Bonds (as applicable) and (B) while Bonds bear interest a variable rate, each period commencing on the twelfth day of the month through the eleventh day of the next succeeding month or the maturity date of the Bonds (as applicable).

(vii) “Tax-Exempt Multiplier” means the tax-exempt multiplier determined from time to time by the Original Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code, initially 82% on the date of this Amendment.

(viii) “Tender Date” means October 12, 2026, and thereafter, every five (5) years following the initial Tender Date.

(f) The Original Purchaser shall provide the Borrower and the Trustee with such information as to historical and current interest rates as the Borrower and the Trustee shall reasonably request from time to time.

(g) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(h) Interest on the Bonds shall be payable on the [twelfth day of each month, commencing on October 12, 2021]. Interest on the Bond is computed on a 360-day year, actual days elapsed; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by

the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Bond.

Interest shall accrue only on principal amounts actually deposited and from the date such amounts are actually deposited into the Project Fund pursuant to Section 3.01 and Section 4.02 of the Bond Agreement.

(i) Principal payments on the Bonds shall be payable as optional redemptions as provided in the Credit Agreement.

(j) Overdue principal and interest on the Bonds shall (to the extent legally enforceable) bear interest at the Default Rate. Any interest on any Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee. All unpaid principal and interest shall be paid on February 1, 2045.

3. Authority. This Bond has been issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin, particularly Section 66.1103 of the Wisconsin Statutes, as amended from time to time, and by authority of resolutions adopted by the Issuer's governing body in connection with a project and activity undertaken pursuant to said section of the Wisconsin Statutes. **THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE AS HEREINAFTER PROVIDED, AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION. THE BONDS DO NOT CONSTITUTE OR GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF OR IMPOSE PECUNIARY LIABILITY UPON THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS PAYABLE BY THE ISSUER SOLELY FROM "PLEDGED REVENUES" AS DEFINED IN THE BOND AGREEMENT (DESCRIBED BELOW), INCLUDING ALL PAYMENTS BY THE BORROWER UNDER THE BOND AGREEMENT. THE BONDS ARE A SPECIAL, LIMITED OBLIGATION OF THE ISSUER AND NEITHER THE ISSUER NOR ANY OF ITS OFFICIALS, OFFICERS, EMPLOYEES, VILLAGE BOARD MEMBERS OR AGENTS SHALL HAVE ANY MONETARY LIABILITY ARISING OUT OF THE OBLIGATIONS OF THE ISSUER HEREUNDER OR IN ANY CONNECTION WITH ANY COVENANT, REPRESENTATION OR WARRANTY MADE BY THE ISSUER HEREIN AND NEITHER THE ISSUER NOR ITS OFFICIALS, OFFICERS, EMPLOYEES, VILLAGE BOARD MEMBERS OR AGENTS SHALL BE OBLIGATED TO PAY ANY AMOUNTS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OTHER THAN FROM PLEDGED REVENUES OR OTHER MONIES RECEIVED FROM THE BORROWER.**

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Bond Agreement contained, against any past, present or future Village Board member, officer,

agent or employee of the Issuer, or any incorporator, Village Board member, officer, employee, director or trustee of any successor body, as such, either directly or through the Issuer or any successor body, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, Village Board member, officer, employee, director, agent or trustee, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Agreement and the issuance of any of the Bonds.

The Bond is a duly authorized issue of Bonds of the Issuer, limited in aggregate principal amount to \$2,140,000 (*of which **[\$1,675,708.08]** is the aggregate principal amount outstanding on the date hereof*), issued and authorized to be issued for the purpose of providing financing to the Borrower. The Bonds are all issued under and are equally and ratably secured and entitled to the protection and benefits given by and the financing is accomplished under the terms of a Bond Agreement dated as of February 1, 2015 and the Amendment dated September 27, 2021, by and among the Issuer, the Borrower, the Trustee and the Original Purchaser (as amended, the “Bond Agreement”), to finance a project consisting of the (i) purchase of approximately 8.5 acres of land located at W188 N12050 Maple Road in the Village of Germantown, Wisconsin (the “Project Site”), (ii) construction of an approximately 34,500 square foot manufacturing facility located at the Project Site (the “Facility”) to be owned by the Original Borrower and originally leased to Machining Concepts Inc., a Wisconsin corporation (now known as MCI Liquidation, Inc.) to manufacture precision-machined products, (iii) acquisition and installation of equipment at the Facility and (iv) payment of certain professional costs and costs of issuance (collectively, the “Project”), which Bond Agreement provides for principal and interest payments sufficient to provide the Issuer with revenues to pay when due the principal of and interest on the Bonds. All of the Issuer’s right, title and interest in and to the Bond Agreement (except for Unassigned Rights) has been pledged and assigned to the Trustee as security for the payment of the Bonds.

4. Occurrence of a Determination of Taxability. The Bonds shall bear interest, payable on the first Payment Date after the occurrence of a Determination of Taxability with respect to all prior periods, computed at the rate set forth in this Section (the “Taxable Interest”) (on a 360-day year, actual days elapsed basis) on the outstanding principal amount of the Bonds (as reduced from time to time) from the date of the Event of Taxability, less any interest already paid, from the date of the Event of Taxability to such Payment Date. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Bond for Taxable Interest. Thereafter, the Bonds shall bear Taxable Interest as defined in this Section and as provided in this Section on the Bonds Outstanding on each Payment Date. Except for Taxable Interest allocable to the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability (which interest shall be payable on such Payment Date immediately succeeding the Determination of Taxability), Taxable Interest payable under this Section shall be payable with respect to the same period, at the same time and in the same manner as interest payments regularly paid pursuant to the Bond Agreement.

Taxable Interest payable on the Bonds for purposes of this Section shall automatically be adjusted to a rate, as determined by the Original Purchaser in its sole and absolute discretion, equal to the interest rate on the Bonds without application of the Tax-Exempt Multiplier. Such increased rate is to be effective, retroactively, as applicable, as of the date of the Determination of Taxability. The Borrower shall also pay to the Bondowners (and any former Bondowners holding Bonds during

any period subsequent to an Event of Taxability) as additional interest, the amount of penalties, additions to tax (exclusive of any taxes imposed under Section 11 or any successor provision of the Code) or interest assessed against the Bondowners (and former Bondowners) on account of a Determination of Taxability. Taxable Interest to be paid pursuant to this Section for the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability shall be paid immediately following the Determination of Taxability in the same manner as interest is paid to Bondowners in accordance with the Bond Agreement.

Any Bondowner shall have the right, but not the obligation, to arrange for the contest of an allegation that an Event of Taxability has occurred, by appropriate legal proceedings. In the event no Bondowner shall contest the Event of Taxability, the Borrower shall have the option but not the obligation to do so. If (i) the Borrower shall have made any additional payments to a Bondowner or former Bondowner by reason of an Event of Taxability pursuant to this Section, and (ii) it shall be successfully claimed for the taxable year in question that the interest on the Bonds for such taxable year is excluded from the Bondowner's or former Bondowner's taxable income for federal income tax purposes (for this purpose a claim shall be deemed successful only upon the occurrence of a "determination," as defined in Section 1313(a) or any successor provision of the Code) or, if the Bondowner or former Bondowner shall not have included such interest in the Bondowner's or former Bondowner's taxable income for federal income tax purposes upon expiration of the statute of limitations provided by Section 6501 or any successor provision of the Code with respect to such taxable year, then the Bondowner or former Bondowner (as the case may be) shall pay to the Borrower the amount of any such additional payments which had been made by the Borrower to the Bondowner or former Bondowner, less any actual expenses incurred by such Bondowner or former Bondowner as a result of the alleged Event of Taxability. Upon successful challenge of an Event of Taxability, the interest rate on the Bonds shall return to the interest rate ordinarily payable hereunder as if no Event of Taxability had ever been alleged.

5. Prepayment of Bonds. No Bond may be called for redemption prior to its stated maturity except as provided in paragraphs 6, 7 and 8 herein; *provided, however*, that nothing herein shall be deemed to limit the right of acceleration of Bond maturities upon the occurrence of a Bond Default.

6. Optional Prepayment. The Bonds may be prepaid, in whole or in part, at any time, at the option of the Borrower, with such applicable prepayment penalty, if any, as set forth in the Credit Agreement, without notice to the Trustee. The Bonds shall be redeemed in part on the dates and in the amounts provided in the Credit Agreement.

Except as provided in the preceding paragraph, the Bonds are subject to redemption prior to maturity upon receipt by the Trustee not less than 45 days prior to the Redemption Date, a written request from the Borrower stating that it intends to prepay the Loan upon notice, provided by the Trustee not less than 30 days prior to the Redemption Date, and thereby effect redemption of the Bonds being redeemed.

7. Optional Redemption of Bonds Upon Occurrence of Certain Extraordinary Events. The Bonds shall be subject to redemption, in whole or in part, at par plus accrued interest to the Redemption Date at the option of the Borrower, or the Bondowners by Requisite Consent. If the Project is affected as set forth below, each shall have an independent option to have the Loan repaid

in whole out of Net Proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project, and to direct the Issuer either (i) to call for redemption and prepayment of all the Outstanding Bonds, or (ii) to call for redemption and prepayment that amount of Outstanding Bonds attributable to debt incurred for the Project as determined by the Trustee, if:

(a) The Project shall have been damaged or destroyed to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Original Purchaser then owns any of the Bonds, the Original Purchaser, filed with the Trustee and the Original Purchaser, if the Original Purchaser then owns any of the Bonds, following such damage or destruction (i) the completion of the Project will be delayed for at least six months, (ii) it is not practicable or desirable to rebuild, repair or restore the Project within a period of six consecutive months following such damage or destruction, or (iii) the Borrower is or will be thereby prevented from carrying on its normal operations for a period of at least six consecutive months;

(b) Title to or the temporary use of all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain by any Government Authority to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Original Purchaser then owns any of the Bonds, the Original Purchaser, (i) the completion of the Project will be delayed for at least six months, or (ii) the Borrower is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(c) Any court or administrative body of competent jurisdiction shall enter a final judgment, and not subject to appeal, order or decree requiring the Borrower to cease all or any substantial part of its operations at the Project Site to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of Counsel, who is also acceptable to the Original Purchaser if the Original Purchaser then owns any of the Bonds, filed with the Issuer and the Trustee, the Borrower is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(d) As a result of any changes in the Constitution of Wisconsin or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), the Bond Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed on the Issuer or the Borrower including, without limitation, federal, state or other ad valorem, property, income or other taxes not being imposed on the date hereof; or

(e) If it shall be discovered that the Borrower's title to the Project shall be materially defective, and the Borrower's title to the Project shall be lost by reason of such defect.

In any such case, the Borrower or Bondowners shall, to exercise their respective option hereunder, give notice to the Issuer, the Trustee and the Bondowners or the Borrower, as the case may be, in writing of its or their intent to exercise this option and specifying the proposed

Redemption Date, within thirty (30) days following discovery of the event by the party determining to exercise its option hereunder. The exercise of either party of its option to redeem the Bonds shall be binding on all parties hereto. Within sixty (60) days after the giving of notice as set forth above, the Borrower shall deposit with the Trustee a sum sufficient, together with other funds held by the Trustee and available for such purpose (i) to redeem the Bonds, in whole or in part, as applicable at a redemption price equal to the principal amount thereof, (ii) to pay the interest which will become due on such Bonds to and including the Redemption Date, and (iii) to pay all expenses of the Issuer and the Trustee accrued and to accrue through the Redemption Date.

If the Borrower shall have received proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project (exclusive of proceeds of business interruption insurance), and such net proceeds exceed the amount necessary to rebuild, repair or restore the Facility, the Borrower agrees to direct the Issuer to call for redemption and prepayment Outstanding Bonds equal to the amount of such resulting excess net proceeds.

8. Mandatory Redemption at Option of Original Purchaser. The Bonds shall be subject to mandatory redemption, in whole, but not in part, at the option of the Original Purchaser, so long as the Original Purchaser owns all of the Outstanding Bonds on a Tender Date. The Original Purchaser shall give prior written notice to the Borrower and the Trustee of such mandatory redemption by not less than one hundred twenty (120) days prior to any Tender Date. The redemption price in such event shall be 100% of the principal amount of the Bonds so redeemed, plus all accrued interest to the Tender Date. In the event that the Original Purchaser has exercised its right under this Section to cause a mandatory redemption of the Bonds on a Tender Date and the Borrower has secured a purchaser for the Bonds on such Tender Date, the Borrower may elect to have the redemption treated as a mandatory tender and the Bonds shall be purchased at a purchase price equal to 100% of the principal amount of the Bonds so purchased, plus all accrued interest to the Tender Date, and upon payment of such purchase price to the Original Purchaser, the Bonds shall be treated as tendered and purchased rather than redeemed.

9. Notice and Effect of Redemption. Except for optional redemption of the Bonds pursuant to the Credit Agreement, notice of the call for any redemption of Bonds prior to maturity shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail not less than 30 days prior to the Redemption Date to the Bondowner of each Bond to be redeemed at the address shown on the Bond Register; *provided, however*, that failure to give any such notice as aforesaid or any defect therein with respect to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bond.

Each redemption notice shall (i) identify the particular Bonds or portions thereof to be redeemed (including, at a minimum, certificate numbers and called amount for each certificate (for partial calls), Redemption Date, Trustee, date of issue, maturity date, and other descriptive information, if any, that accurately identifies the particular Bonds called for redemption), (ii) identify the provisions of the Bond Agreement pursuant to which the Bonds are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, (v) state that interest on the Bonds or portions thereof thus called for redemption will cease to accrue from and after the Redemption Date specified therein, and (vi) state that the notice of redemption may be rescinded by the Borrower and the Trustee.

If pursuant to the Bond Agreement the Trustee shall hold funds in the form of cash or Government Obligations which are available and will be sufficient in amount to pay the principal of and premium, if any, on the Bonds or portions thereof thus called for redemption and to pay the interest thereon to the Redemption Date, such Bonds or portions thereof shall cease to bear interest from and after the Redemption Date in question.

10. Other Provisions. Except as provided in the Bond Agreement, the owners of the Bonds shall have no right to enforce the provisions of the Bond Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of all Bonds issued under the Bond Agreement and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued therein. Amendments, supplements, modifications and alterations of the Bond Agreement may be made only to the extent and in the circumstances permitted by the Bond Agreement.

Capitalized terms used herein shall have the meanings set forth in the Bond Agreement.

This Bond may be transferred in whole or in part and may be transferred only in compliance with existing state and federal securities laws, and only by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon presentation and surrender of this Bond together with said executed form of assignment at the principal corporate trust office of the Trustee, the Trustee shall register the transfer of this Bond in the Bond register maintained by the Trustee; *provided, however*, that the Trustee shall have no obligation to register the transfer unless the executed assignment shall be satisfactory to it in form and substance. Upon registration of the transfer of this Bond, the Trustee shall cancel this Bond, and the Issuer shall issue, and the Trustee shall authenticate, one or more new Bonds of authorized denominations of the same maturity and interest rate and in the same aggregate outstanding principal amount as this Bond. The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer, nor the Trustee nor any alternate paying agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Agreement and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part has been duly authorized by the Issuer and does not exceed or violate any constitutional or statutory limitation. This Bond is issued with the intent that the laws of the State of Wisconsin will govern its construction. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Agreement until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the signatures of its Village President and Village Clerk, and its corporate seal to be hereunto impressed.

VILLAGE OF GERMANTOWN, WISCONSIN

[SEAL]

By: _____
Dean Wolter, Village President

By: _____
Breanna Braunschweig, Village Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Bond Agreement.

BMO HARRIS BANK N.A., as Trustee

Date of Authentication:

September 27, 2021

By: _____
Name: _____
Title: _____

ASSIGNMENT

SOCIAL SECURITY OR FEDERAL
EMPLOYER IDENTIFICATION
NUMBER: _____

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney-in-fact to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or change whatsoever.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE APPLICABLE STATE “BLUE SKY” LAWS AND REGULATIONS OF ANY STATE AND MAY NOT BE DISPOSED OF TO ANY PERSON OTHER THAN BMO HARRIS BANK N.A., UNLESS IT IS REGISTERED THEREUNDER OR THERE IS DELIVERED TO BMO HARRIS BANK N.A., OR ITS SUCCESSOR AS TRUSTEE UNDER A BOND AGREEMENT DATED AS OF FEBRUARY 1, 2015, AS AMENDED ON SEPTEMBER 27, 2021, AN OPINION OF RECOGNIZED COUNSEL SATISFACTORY TO BMO HARRIS BANK N.A. OR ITS SUCCESSOR AS TRUSTEE, TO THE EFFECT THAT IT MAY BE RESOLD OR OTHERWISE DISPOSED OF PURSUANT TO EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS.

NOTICE:**ASSUMPTION OF PROMISSORY NOTE BY NEW BORROWER**

Effective September 27, 2021 (the “Assumption Date”), pursuant to an Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) among Germantown Realty Investment LLC (the “Original Borrower”), MC Realty LLP, a Wisconsin limited partnership (the “New Borrower”), and BMO Harris Bank N.A., the New Borrower will assume certain obligations of the Original Borrower which have been assigned to the New Borrower by the Original Borrower as set forth in the Assignment and Assumption Agreement, including but not limited to, the Bond Agreement and the Promissory Note. As of September 27, 2021, the outstanding principal balance of the Promissory Note (as defined under the Bond Agreement) and this Bond is **[\$1,675,708.08]**.

PROMISSORY NOTE

<u>Principal Amount</u> (as of September 27, 2021)	<u>Original Issue Date</u>	<u>Date of Assumption</u> <u>by New Borrower</u>	<u>Maturity Date</u>
[\$1,675,708.08]	February 12, 2015	September 27, 2021	February 1, 2045

FOR VALUE RECEIVED, the undersigned, MC Realty LLP, a Wisconsin limited liability partnership (the “New Borrower,” which term shall be construed to include the heirs, personal representatives, and successors and assigns of the New Borrower), hereby promises to pay to the order of the VILLAGE OF GERMANTOWN, WISCONSIN, a municipality existing under the laws of the State of Wisconsin (the “Issuer”), the principal sum of **[ONE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED EIGHT DOLLARS AND EIGHT CENTS] [\$1,675,708.08]** (under that certain Bond Agreement dated as of February 1, 2015 and the First Amendment to Bond Agreement dated September 27, 2021 (as amended, the “Bond Agreement”) by and among the Issuer, the New Borrower, BMO Harris Bank N.A., as Trustee, and BMO Harris Bank N.A., as Original Purchaser, which Bond Agreement secures the Bonds referenced

above), payable in the same installments of principal and interest, due on the same dates and at the same interest rates and premiums, as are set forth for the Bonds in the Bond Agreement.

This Promissory Note constitutes the Promissory Note issued under the Bond Agreement, which Bond Agreement is hereby incorporated herein by this reference. Reference is hereby made to the Bond Agreement for a statement of the terms and conditions on which the Loan evidenced hereby was made, for a description of the circumstances under which there shall be credits allowed against the installments of principal and interest on this Promissory Note, and for a description of the terms and conditions upon which this Promissory Note may be prepaid or its maturity accelerated.

MC REALTY LLP

By:_____

Name:_____

Title:_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, Village of Germantown, Wisconsin, hereby assigns, without recourse, all its right, title and interest in and to the above Promissory Note to BMO Harris Bank N.A. or its successor or successors, as Trustee under the Bond Agreement referenced above.

Dated: September 27, 2021.

VILLAGE OF GERMANTOWN, WISCONSIN

By: _____
Dean Wolter, Village President

By: _____
Breanna Braunschweig, Village Clerk

Germantown 4th of July

OVERVIEW OF EVENT
KIWANIS
VILLAGE
CHALLENGES
THE FUTURE

Germantown's Parade[★]
4th of JULY[★] Festival
CELEBRATION Fireworks[★]

Overview of Event on 4th of July

PARADE

FESTIVITIES IN FIREMEN'S PARK

FIREWORKS



Kiwanis of Germantown Responsibilities

PARADE

FESTIVITIES IN FIREMEN'S PARK

FIREWORKS



Village of Germantown Support

PARADE

FESTIVITIES IN FIREMEN'S PARK

FIREWORKS



Challenges

PROFIT/LOSS

VOLUNTEERS

LOSS OF 4TH OF JULY COORDINATOR

LACK OF VENDORS AVAILABLE

SPONSORSHIPS

INTRODUCING CHANGE

Germantown's Parade*
4th of JULY* Festival
CELEBRATION Fireworks*

The Future of the 4th of July

INCREASED ROLE FOR THE VILLAGE

COMMUNITY, BUSINESS & ORGANIZATION
SUPPORT

MANAGEABLE EVENT BASED ON SUPPORT



Thank you!



RESOLUTION 24-2021

COMBINED AUTHORIZING RESOLUTION FOR URBAN FORESTRY GRANT AND URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS

INSTRUCTIONS

For a given grant cycle, each applicant (municipality, tribal government, or non-profit 501(c)(3)) must submit to the DNR an *Authorizing Resolution*, approved by their governing body, that indicates an “**Authorized Representative**.” The Authorized Representative is defined here as an office, officer, or employee of the applicant, being given authority to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

We strongly recommend that the Authorized Representative be listed as the title of a position, rather than name of an employee. Employee changes (retirement, changing jobs, etc.) during a grant cycle cause the resolution to be ineffective.

The following is a sample *combined* authorizing resolution. It allows the Authorized Representative to submit **both** Urban Forestry and/or Urban Forestry Catastrophic Storm grant applications. This is strongly recommended, so that, if a catastrophic storm event occurs and the Governor declares a State of Emergency in the applicant’s county, then the applicant’s Authorized Representative already has the authority to apply for an Urban Forestry Catastrophic Storm grant.

Authorizing Resolution

WHEREAS, the applicant, Village of Germantown, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, Village of Germantown, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Scott Anderson, Street Superintendent, its official employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

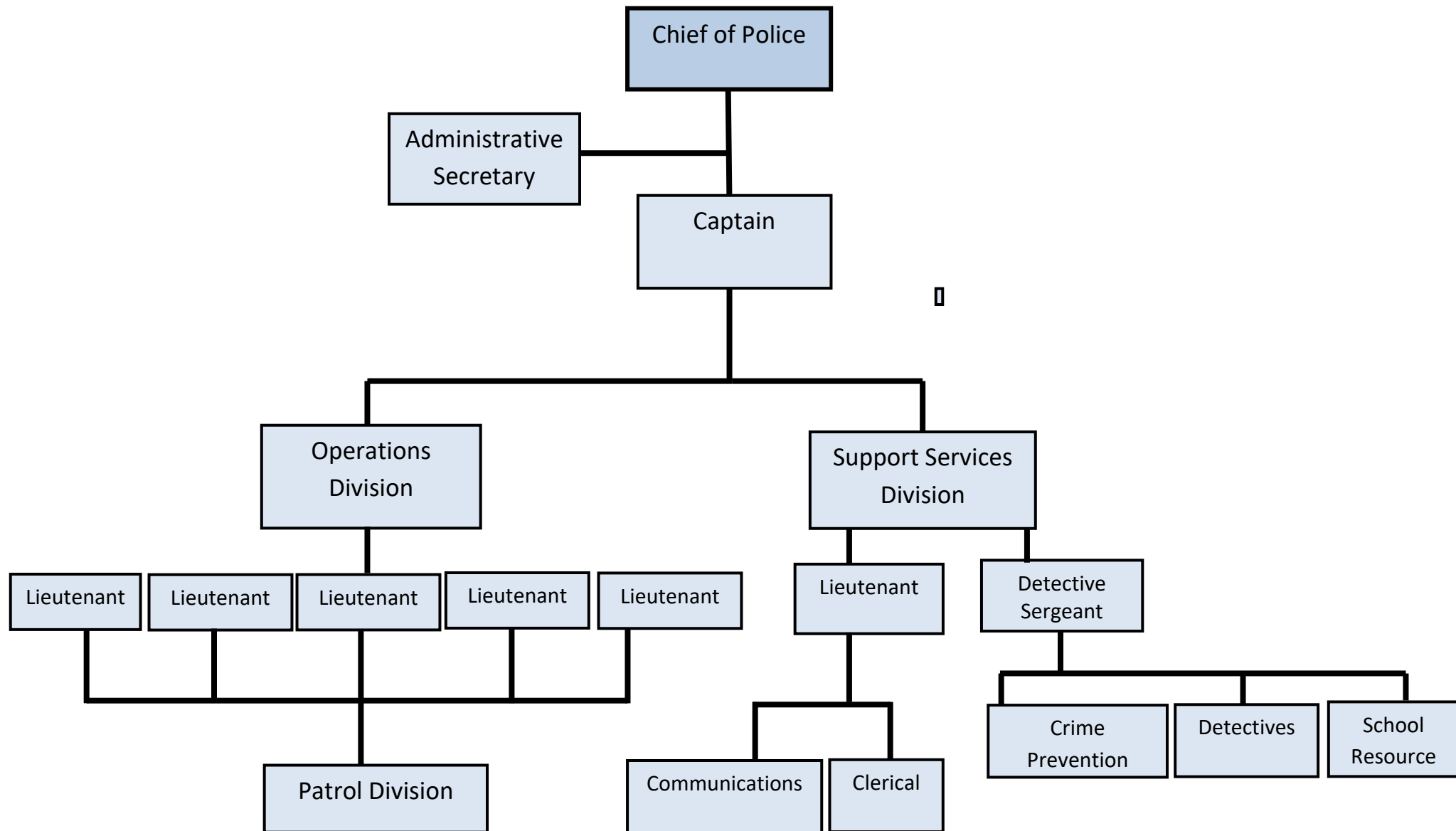
Adopted this 20th day of September, 2021.

I hereby certify that the foregoing resolution was duly adopted by Village of Germantown, September 20, 2021.

	Village President	September 20, 2021
Authorized Signature	Title	Date Certified

GERMANTOWN POLICE DEPARTMENT

Organizational Chart



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

MEETING DATE: September 20th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Staffing Presentation; Police

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

I would like to present the Village Board with an overview of the overall staffing at the Police Department, our daily staffing requirements and the challenges we face with the current level of sworn personnel.

I will also present a command structure that will address several of the issues we have within our current system, where supervisors serve a dual role of supervising on the road while being assigned several crucial administrative tasks.

I hope to give board members, and the community, a better understanding of what our officers are dealing with daily, and strategies for moving toward a more proactive response to police matters.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
<u>ADDRESS NUMBERS</u>		<u>1st/2nd/3rd Offense</u>
8.12(11)	Failure to Display	\$250.00/357.10/495.70
<u>ADULT ORIENTED ESTABLISHMENTS (Also see PUBLIC NUISANCE)</u>		<u>1st/2nd/3rd Offense</u>
12.24(4)	No License	\$250.00/357.10/495.70
12.24(22)	Minors Frequenting or Loitering	\$250.00/357.10/495.70
12.25(5)(c-h)	Other Restriction and Regulation Violation	\$250.00/357.10/495.70
<u>ALARMS</u>		<u>1st/2nd/3rd Offense</u>
9.13(2)	No Security/Fire/Local Alarm Permit	\$250.00/357.10/495.70
9.13(3)	Violation of Alarm Operational Requirements	\$250.00/357.10/495.70
9.13(6)	Violation of Telephone Alarm Dialer Requirements	\$250.00/357.10/495.70
9.131	Misuse of 911	\$250.00/357.10/495.70
9.941.13	False Alarms	\$250.00/357.10/495.70 c
<u>ALCOHOL BEVERAGES (Also see JUVENILES and PARKS)</u>		<u>1st/2nd/3rd Offense</u>
9.09(2)	Consuming in or upon Public Property or Parking Lot	\$250.00/357.10/495.70
9.09(3)	Consuming or Transporting From or on Licensed Premises in Open Container	\$250.00/357.10/495.70
12.02(7)(k)/125.07(1)(a)1	Furnishing to Underage Person (2nd within 30 Months Criminal)	\$376.00/439.00/691.00 c
12.02(1)/125.07(3)(b)	Licensee or Permittee (Including Operator) Permitting Underage Person on Licensed Premises (2nd within 30 Months Criminal)	\$376.00/439.00/691.00 c
12.02(1)/125.07(4)(a)	Underage (all) procures or attempts to procure from a licensed premises	\$376.00/439.00/691.00
12.02(11)/125.07(4)(b)	Possession or Consumption by Underage Person (Adult)	\$187.00/313.00/439.00
12.02(11)/125.07(4)(b)	Possession or Consumption by a Juvenile (14 to 16)	\$124.00/187.00/691.00 * Juv MA
12.02(11)/125.07(4)(b)	Possession or Consumption by a Juvenile (12 to 13)	\$50.00/100.00/500.00 * Juv MA
12.02(1)/125.085(3)(b)	Identification Card Violations by Underage Person (Adult)	\$439.00/565.00/691.00
12.02(1)/125.085(3)(b)	Identification Card Violations by a Juvenile (14 to 16)	\$187.00/439.00/691.00
12.02(1)/125.085(3)(b)	Identification Card Violations by a Juvenile (12 to 13)	\$100.00/300.00/500.00
12.02/125.085(3)(a)(1)	Person Age 21 or Older Providing ID to Underage Person	\$376.00/439.00/691.00 c
12.02(1)/125.09(2)(b)	Possession or Consumption on School Premises (Adult)	\$187.00/313.00/439.00
12.02(1)/125.04(10)	Failure to Frame and/or Post License and/or Permit	\$250.00/357.10/495.70
12.02(3)(a)/125.04(1)	No License or Permit	\$470.50/609.10/691.00 c
12.02(3)(a)/125.04(1)	No Operator's License	\$470.50/609.10/691.00 c
12.02(8)(a)-(e)/125.32(3)	Licensee's Violation of Closing Hours	\$470.50/609.10/691.00
12.02(8)(f)	On Licensed Premise After Closing	\$470.50/609.10/691.00
12.02(1)/125.07(2)	Sales to Intoxicated Persons	\$376.00/439.00/691.00 c
<u>ANIMALS (Also see PARKS, PUBLIC NUISANCE)</u>		<u>1st/2nd/3rd Offense</u>
9.1	Animals or Poultry Running at Large	\$250.00/357.10/495.70
9.11	Violation on Restrictions for Keeping Livestock or Poultry	\$250.00/357.10/495.70
9.951.02	Mistreating Animals	\$250.00/357.10/495.70 c
9.951.025	Decompression Death of Animal Prohibited	\$250.00/357.10/495.70 c

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.951.03	Dognapping and Catnapping	\$250.00/357.10/495.70 c
9.951.04	Leading Animal from Motor Vehicle	\$250.00/357.10/495.70 c
9.951.05	Transportation of Animals	\$250.00/357.10/495.70 c
9.951.06	Use of Poisonous and Controlled Substances	\$250.00/357.10/495.70 c
9.951.07	Use of Certain Devises Prohibited	\$250.00/357.10/495.70 c
9.951.09	Shooting at Caged or Staked Animals	\$250.00/357.10/495.70 c
9.951.095	Harassment of Police Animals Prohibited	\$250.00/357.10/495.70 c
9.951.10	Sale of Baby Rabbits, Chicks and Other Fowl	\$250.00/357.10/495.70 c
9.951.11	Sale of Artificially Colored Animals	\$250.00/357.10/495.70 c
9.951.13	Providing Proper Food and Drink to Confined Animals	\$250.00/357.10/495.70 c
9.951.14	Providing Proper Shelter	\$250.00/357.10/495.70 c
12.15(3)(a) & (3)(b)/174.07	No Dog or Cat License	\$250.00/357.10/495.70
12.15(5)/174.042	Dog or Cat Running at Large	\$250.00/357.10/495.70
12.15(10)	Barking Dogs or Crying Cats Prohibited	\$250.00/357.10/495.70
12.15(4)(a)/95.21(2)	Failure to Obtain Dog or Cat Rabies Vaccinations	\$250.00/357.10/495.70
12.15(12)(b)/95.21(10)(b)	Failure to Comply with Quarantine Order	\$250.00/357.10/495.70
12.151/174.02	Vicious Dog, Requirements and Prohibitions	\$250.00/357.10/495.70
12.152	Keeping of Wolf-Dog Hybrids Regulated	\$250.00/357.10/495.70
12.16(3)	No Animal Fancier's Establishment Permit	\$250.00/357.10/495.70
12.16(4)(a)	No Boarding Kennel Permit	\$250.00/357.10/495.70
12.16(5)(a)	No Pet Shop Permit	\$250.00/357.10/495.70
12.16(6)(a)	No Grooming Establishment Permit	\$250.00/357.10/495.70

ATTEMPT

9.20/939.32	Attempt to Commit an Ordinance Violation	1/2 the Forfeiture of the Underlying Violation plus costs
-------------	--	---

BICYCLES OR SIMILAR WHEELED RECREATIONAL VEHICLES OR EQUIPMENT (Also see TRAFFIC)

**** Under 16 YOA Must Appear ****

7.12(1)	Unregistered Bicycle (16 YOA & Older)	\$187.00 (All Violations)
7.12(1)	Unregistered Bicycle (14 thru 15)	\$155.50 (All Violations)
7.12(5)	Equipment and Operating of Bicycles (16 & Older)	Use Traffic Bond Book For Violations of 346 and 347
7.12(6)	Operating Bicycles on Sidewalks and Pathways in an Illegal Manner (Adults Only)	\$187.00 (All Violations)
7.12(6)(c)	Operating Other Vehicles or Equipment on Prohibited Sidewalk or Pathway in Illegal Manner (Adults Only)	\$187.00 (All Violations)

BLOCK PARTY (Also see LICENSES AND PERMITS, NOISE)

12.25	No Block Party Permit	\$250.00/357.10/495.70
12.25	Violation of Block Party Regulations	\$250.00/357.10/495.70

BUILDING AND/OR CONSTRUCTION

(Also see LICENSES AND PERMITS, PROPERTY MAINTENANCE, SUBDIVISION AND PLATTING)

If Citing as a Continuing Violation "Must Appear" 1st/2nd/3rd Offense

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
8.01(2)	Altering Grades of Street, Alley, Sidewalk or Public Grounds	\$250.00/357.10/495.70
Ch. 14	Building Code Violations	\$250.00/357.10/495.70
Ch. 15	Plumbing Code Violations	\$250.00/357.10/495.70
Ch. 16	Electrical Code Violations	\$250.00/357.10/495.70
<u>BURNING (Also see GARBAGE)</u>		<u>1st/2nd/3rd Offense</u>
5.11(1)	No Open Burning Permit	\$250.00/357.10/495.70
5.11(3)	Burning Permit Not Posted	\$250.00/357.10/495.70
5.11(4)/5.11(5)	Violation of Burning Permit Restrictions, Limitations and Regulations	\$250.00/357.10/495.70
5.11(6)	Prohibited Burning	\$250.00/357.10/495.70
<u>CHILDREN, OFFENSES AGAINST (Also See JUVENILES)</u>		<u>1st/2nd/3rd Offense</u>
9.948.015	Other Offenses Against Children	\$470.50/609.10/747.70 c
9.948.02	Sexual Assault of a Child	\$470.50/609.10/747.70 c
9.948.03	Physical Abuse of a Child	\$470.50/609.10/747.70 c
9.948.04	Causing Mental Harm to a Child	\$470.50/609.10/747.70 c
9.948.05	Sexual Exploitation of a Child	\$470.50/609.10/747.70 c
9.948.06	Incest with a Child	\$470.50/609.10/747.70 c
9.948.07	Child Enticement	\$470.50/609.10/747.70 c
9.948.08	Soliciting a Child for Prostitution	\$470.50/609.10/747.70 c
9.948.09	Sexual Intercourse with a Child	\$470.50/609.10/747.70 c
9.948.10	Exposing a Sex Organ	\$470.50/609.10/747.70 c
9.948.11	Exposing a Child to Harmful Material	\$470.50/609.10/747.70 c
9.948.21	Neglect of a Child	\$470.50/609.10/747.70 c
9.948.30	Abduction of Another's Child; Constructive Custody	\$470.50/609.10/747.70 c
9.948.31	Interference with Custody of Parent of Others	\$470.50/609.10/747.70 c
9.948.35	Solicitation of a Child to Commit a Felony	\$470.50/609.10/747.70 c
9.948.40	Contributing to the Delinquency of a Child	\$470.50/609.10/747.70 c
9.948.45	Contributing to Truancy	\$470.50/609.10/747.70 c
9.948.62	Receiving Stolen Property From a Child	\$470.50/609.10/747.70 c
<u>CURFEW (Also see JUVENILES)</u>		<u>1st/2nd/3rd Offense</u>
9.16(1)	Curfew Violation (Age 17)	\$187.00/262.20/338.20
9.16(1)	Curfew Violation (14 to 16)	\$124.00 (All Violations)
9.16(1)	Curfew Violation (12 to 13)	\$50.00 (All Violations)
9.16(2)	Parental Violation	\$187.00/262.20/338.20
9.16(3) and (4)	Allowing Minor in Place of Amusement, Hotel, Motel or Rooming House After Curfew	\$187.00/262.20/338.20
<u>DRUG PARAPHERNALIA</u>		<u>1st/2nd/3rd Offense</u>
9.045(3)/961.573(1)	Possession of Drug Paraphernalia (Adult)	\$470.50/609.10/691.00 c Juv MA
9.045(4)/961.574(1)	Manufacture or Delivery of Drug Paraphernalia	\$470.50/609.10/691.00 c Juv MA

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.045(5)/961.575(1)	Manufacture or Delivery of Drug Paraphernalia by Person Ages 14-16 YOA to Person Under 17 YOA Who is at Least 3 Years Younger Than the Violator	\$470.50/609.10/691.00 c Juv MA
<u>FIRE PREVENTION/PROTECTION</u>		<u>1st/2nd/3rd Offense</u>
5.01	All other Fire Violations not listed	\$250.00/357.10/495.70
5.05(1)	Obstructing the Fire Department	\$470.50/609.10/747.70 c
5.05(4)	Bystander Refusing to Assist or Follow Orders	\$250.00/357.10/495.70
5.05(5)	Damaging or Driving Over Fire Equipment/Hoses	\$250.00/357.10/495.70
5.10(3.1)	No Automatic Sprinkler System Permit	\$250.00/357.10/495.70
5.11(1)	No Burning Permit	\$250.00/357.10/495.70
5.12	No Flammable Liquid Storage Permit	\$250.00/357.10/495.70
9.254.76	Causing Fires by Tobacco Smoking	\$250.00/357.10/495.70 c
9.941.10	Negligent Handling of Burning Material	\$250.00/357.10/495.70 c
9.941.12(1)	Interfering with Fire Alarm or Fire Fighters	\$250.00/357.10/495.70 c
9.941.12(2)	Tamper with or Remove Fire Fighting Equipment	\$250.00/357.10/495.70 c
9.941.12(3)	Blocking Access to a Fire Hydrant	\$250.00/357.10/495.70 c
9.941.37	Obstructing Rescue Personnel	\$470.50/609.10/747.70 c
11.071(5)	Illegal Storage of Flammable, Combustible, Toxic or Hazardous Substance	\$250.00/357.10/495.70
11.071(7)	No Above Ground Storage Facilities Operating Permit	\$250.00/357.10/495.70
<u>EMERGENCY MANAGEMENT</u>		<u>1st/2nd/3rd Offense</u>
6.15	Obstructing, Hindering or Delaying Emergency Management Members in Performance of Their Duties	\$470.50/609.10/747.70 c
<u>FIREWORKS (Also see PARKS, PUBLIC NUISANCE)</u>		<u>1st/2nd/3rd Offense</u>
9.06(3)/167.10(2)	Illegal Sale or Distribution	\$187.00/262.60/338.20
9.06(4)/167.10(3)	Possession Without a Users Permit	\$187.00/262.60/338.20
9.06(6)	Use of Caps, Snakes and Sparklers at a Public Display	\$187.00/262.60/338.20
9.06(7)/167.10(6)	Illegal Storage of Fireworks	\$187.00/262.60/338.20
9.06(1)/167.10(9)(c)	Parental Responsibility for Minors Use	\$187.00/262.60/338.20
<u>GAMBLING (Also see PARKS, PUBLIC NUISANCE)</u>		<u>1st/2nd/3rd Offense</u>
9.945.02	Gambling Prohibited	\$250.00/357.10/495.70 c
<u>GARBAGE, REFUSE AND DUMPING (Also see PUBLIC NUISANCE)</u>		<u>1st/2nd/3rd Offense</u>
9.287.81	Throwing Refuse/Abandoning Vehicles in Waters	\$250.00/357.10/495.70 *
11.071	Illegal Above Ground Storage of Hazardous Materials	\$250.00/357.10/495.70
11.08(4) and (5)	Container, Bundle and Refuse Material Regulation Violations	\$250.00/357.10/495.70
11.082	Scavenging of Recyclables Prohibited	\$250.00/357.10/495.70
11.09	Illegal Dumping	\$250.00/357.10/495.70
11.10(1)	No Solid and Hazardous Waste Facilities Permit	\$250.00/357.10/495.70
<u>INHALENTS</u>		<u>1st/2nd/3rd Offense</u>

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.941.315(2)	Innales Nitrous Oxide/Possess Nitrous Oxide with intent to Inhale	\$470.50/609.10/747.70 c
9.941.316(2)(a)	Possess a hazardous substance with intent to abuse	\$470.50/609.10/747.70 c
9.941.316(2)(b)	Intentionally abuse a hazardous substance	\$470.50/609.10/747.70 c
<u>IN-LINE SKATING</u>		
7.121(1)	Violation of In-Line Skating Regulations	Use Traffic Bond Book/346.94(17)
7.121(2)	FYROW to Pedestrian on Public Sidewalk or Walkway	Use Traffic Bond Book/346.94(17)
7.121(3)/346.94(17)	Violation of Riding on Roadway Restrictions	Use Traffic Bond Book
7.121(4)/346.94(17)	Clinging to Moving Vehicles Prohibited	Use Traffic Bond Book
7.121(5)	Failure to Obey Sign or Signal on Public Roadway	Use Traffic Bond Book/346.94(17)
7.121(6)	FYROW to Traffic	Use Traffic Bond Book/346.94(17)
7.121(7)	Equipment Regulation Violations	Use Traffic Bond Book/346.94(17)
<u>JUVENILES</u>		<u>1st/2nd/3rd Offense</u>
9.16(1)	Curfew Violation (14 to 16)	\$124.00 (All Violations)
9.16(1)	Curfew Violation (12 to 13)	\$50.00 (All Violations)
21.07(2)(a)/9.947.01	Disorderly Conduct (14 to 16)	\$155.50/199.60/243.70
21.07(2)(a)/9.947.01	Disorderly Conduct (12 to 13)	\$75.00/100.00/145.00
9.047(1)/118.163(1)(b)	Habitual Truancy 250.00 (12 to 16)	\$250.00/357.10/495.70 MA
9.04(1)/9.961.41(3g)(e)	Marijuana Possession Prohibited (14 to 16)	\$155.50/\$199.60/\$243.70
9.04(1)/9.961.41(3g)(e)	Marijuana Possession Prohibited (12 to 13)	\$75.00/110.00/145.00
9.045(3)/961.573(1)	Possession of Drug Paraphernalia (14 to 16)	\$155.50/\$199.60/\$243.70
9.045(3)/961.573(1)	Possession of Drug Paraphernalia (12 to 13)	\$75.00/110.00/145.00
9.943.50	Shoplifting (14 to 16)	\$155.50/\$199.60/\$243.70
9.943.50	Shoplifting (12 to 13)	\$75.00/110.00/145.00
9.041/254.92	Tobacco Prohibition for Minors (14 thru 16)	\$155.50/199.60/243.70
9.041/254.92	Tobacco Prohibition for Minors (12 thru 13)	\$75.00/100.00/145.00
9.047(1)/118.163(1)(d)	Truancy 124.00 (12 to 16) - Max total fines/semester is \$500	\$124.00/187.00/187.00 MA
<u>All Juvenile Violations except Alcohol and School related listed elsewhere (12 to 13 YOA)</u>		\$75.00/110.00/145.00
<u>All Juvenile Violations except Alcohol and School related listed elsewhere (14 to 16 YOA)</u>		\$155.50/199.60/243.70
<u>LASER POINTERS</u>		<u>1st/2nd/3rd Offense</u>
9.941.299(2)(a)	Directing a Laser Pointer at a Law Enforcement Officer	\$250.00/357.10/495.70
9.941.299(2)(b)	Directing a Laser Pointer at any Human Being	\$250.00/357.10/495.70
9.941.299(2)(c)	Directing a Laser Pointer to Alarm, Intimidate or terrify	\$250.00/357.10/495.70
9.941.299(2)(d)	Disorderly Conduct with a Laser Pointer	\$250.00/357.10/495.70
<u>LICENSES AND PERMITS</u>		<u>1st/2nd/3rd Offense</u>
No Miscellaneous Permits (If Citing as a Continuing Violation "Must Appear")		\$250.00/357.10/495.70
14.121	Signal-Receiving Antenna Permit	\$250.00/357.10/495.70
15.12(5)	Well Operating Permit	\$250.00/357.10/495.70
15.12(6)(b)	Well Abandonment Permit	\$250.00/357.10/495.70
No Construction Permits		<u>1st/2nd/3rd Offense</u>
14.05	Building Permit	\$250.00/357.10/495.70

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
14.14(1)	Building Moving Permit	\$250.00/357.10/495.70
17.42(1)	Conditional Use Permit	\$250.00/357.10/495.70
8.03(1)	Driveway and/or Culvert Permit	\$250.00/357.10/495.70
16.05	Electrical Permit	\$250.00/357.10/495.70
17.44	Erosion Control Permit	\$250.00/357.10/495.70
8.06(1)	Excavation Permit	\$250.00/357.10/495.70
No Construction Permits		<u>1st/2nd/3rd Offense</u>
16.17	Light, Heat and Power Installations Permit	\$250.00/357.10/495.70
14.06	Occupancy Permit	\$250.00/357.10/495.70
15.04(1)	Plumbing Permit	\$250.00/357.10/495.70
14.1	Radiant Heating Unit Permit	\$250.00/357.10/495.70
8.02(5)	Sidewalk Permit	\$250.00/357.10/495.70
14.12	Sign Permit	\$250.00/357.10/495.70
8.06(1)	Street Excavation Permit	\$250.00/357.10/495.70
14.09(2)	Swimming Pool (Private) Permit	\$250.00/357.10/495.70
No Occupation and/or Sales Licenses of Permits	(If Citing as a Continuing Violation "Must Appear")	<u>1st/2nd/3rd Offense</u>
12.23	Amusement Arcade License	\$250.00/357.10/495.70
12.04	Cigarette Retailer's License	\$250.00/357.10/495.70
12.12	Coin Dealer License	\$250.00/357.10/495.70
12.05	Coin Operated Machine License	\$250.00/357.10/495.70
12.06	Dance Hall License	\$250.00/357.10/495.70
12.06	Dance License	\$250.00/357.10/495.70
12.08	Direct Seller Permit	\$250.00/357.10/495.70
16.13	Electrical License	\$250.00/357.10/495.70
16.14	Electrical Maintenance License	\$250.00/357.10/495.70
12.07	Entertainment License	\$250.00/357.10/495.70
12.09	Food Vendor License	\$250.00/357.10/495.70
12.17	Junk Dealer License	\$250.00/357.10/495.70
12.18(1)	Mining Operating Permit	\$250.00/357.10/495.70
12.19	Mobile Home Parking Permit	\$250.00/357.10/495.70
12.19	Mobile Home Park License	\$250.00/357.10/495.70
12.08	Peddler's/Solicitor's License	\$250.00/357.10/495.70
12.03	Soda Water Beverage License	\$250.00/357.10/495.70
12.22	Solid Waste, State License	\$250.00/357.10/495.70
11.10(1)	Solid Waste Facilities Permit	\$250.00/357.10/495.70
12.13	Taxicab License	\$250.00/357.10/495.70
12.14	Taxi Driver License	\$250.00/357.10/495.70
12.08	Transient Merchant License	\$250.00/357.10/495.70
<u>LITTERING</u>		<u>1st/2nd/3rd Offense</u>
9.12	Littering	\$250.00/357.10/495.70
9.287.81	Littering on Highways or in Waters/Abandoning Vehicles	\$250.00/357.10/495.70 *
<u>LOITERING</u>		<u>1st/2nd/3rd Offense</u>
9.08(1)	Loitering or Prowling	\$250.00/357.10/495.70

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.08(2) & (3)	Obstructing Highway/Traffic by Loitering	\$250.00/357.10/495.70
9.08(4)	Loitering After Being told to Move on by Police	\$250.00/357.10/495.70
9.08(5)	Loitering After Being told to Move on by Property Owner	\$250.00/357.10/495.70
9.08(6)	Loitering in School Areas During School Hours	\$250.00/357.10/495.70
<u>MARIJUANA</u>		<u>1st/2nd/3rd Offense</u>
9.04(1)/9.961.41(3g)(e)	Marijuana Possession Prohibited	\$470.50/609.10/691.00 c Juv MA
<u>MOTOR VEHICLES (Also see NOISE, PARKING and TRAFFIC)</u>		<u>1st/2nd/3rd Offense</u>
7.07/346.94(13)	Abandoned Motor Vehicles	Use Traffic Bond Book
7.05(6)(e) - 66.95	Parking While Vehicle is Running and Unattended	Use Traffic Bond Book
7.05(6)(f) - 66.95	Leaving Keys in Parked Vehicle Prohibited	Repealed 2006
7.05(9)	Removing Parking Citation Prohibited	\$250.00/357.10/495.70
9.134.06	Motor Vehicle Sales/Bonus to Chauffeur Prohibited	\$250.00/357.10/495.70
9.175.25	Illegal Storage of Junked Vehicles	\$250.00/357.10/495.70
9.194.21	Accepting or Receiving Transportation Rebates	\$250.00/357.10/495.70
9.218.0145	Used Cars/Prohibited Acts	\$250.00/357.10/495.70
9.218.0147	Motor Vehicle Sales to Minor	\$250.00/357.10/495.70 c
9.943.23(1g)	Carjacking	\$470.50/609.10/747.70 c
<u>MUNICIPAL UTILITIES</u>		<u>1st/2nd/3rd Offense</u>
Ch. 13	Municipal Utility Regulation Violations	\$250.00/357.10/495.70
<u>NO CONTACT PROHIBITION VIOLATION</u>		<u>1st/2nd/3rd Offense</u>
9.968.075	No Contact Prohibition Violation	\$470.50/609.10/747.70 c
<u>NOISE</u>		<u>1st/2nd/3rd Offense</u>
7.091	Solicitor's Sound Amplification Device Regulations	\$250.00/357.10/495.70
9.07	Loud and Unnecessary Noise	\$250.00/357.10/495.70
9.07(2)	Violation of Electronic Sound Amplification Device Regulations	\$250.00/357.10/495.70
12.25(6)(c)	Amplified Music/Noise Prohibited at Block Party Events	\$250.00/357.10/495.70
<u>OBSCENITY</u>		<u>1st/2nd/3rd Offense</u>
9.944.20	Lewd and Lascivious Behavior	\$470.50/609.10/747.70 c
9.944.23	Making Lewd, Obscene or Indecent Drawings	\$470.50/609.10/747.70 c
9.948.12	Possession of Child Pornography	\$470.50/609.10/747.70 c
<u>OC</u>		<u>1st/2nd/3rd Offense</u>
9.941.26(4)(b)	Use of OC to Cause Bodily Harm or Discomfort	\$470.50/609.10/747.70 c
9.941.26(4)(f)	Allowing Customers Direct Access to OC	\$470.50/609.10/747.70
9.941.26(4)(g)	Sale of OC to Persons Under 18 YOA	\$470.50/609.10/747.70 c
9.941.26(4)(j)	Sale of OC Not Meeting Safety Requirements	\$470.50/609.10/747.70 c
9.941.26(4)(j)	Sale of OC Not Properly Labeled	\$470.50/609.10/747.70 c
9.941.26(4)(k)	Possession of OC by a Person Under 18 YOA	\$470.50/609.10/747.70 c
<u>PARADES</u>		<u>1st/2nd/3rd Offense</u>
12.10(2)	No Parade Permit	\$250.00/357.10/495.70

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
12.10(11)	Illegal Public Conduct During Parade	\$250.00/357.10/495.70
<u>PARKING (Also see MOTOR VEHICLES)</u>		<u>1st/2nd/3rd Offense</u>
FOR CONTESTED VIOLATIONS, USE UNIFORM TRAFFIC CITATION		
7.05(1)/346.52(1)(h)	Parking Prohibited at All Times	See Parking Citation Info Section
7.05(2)/346.52(1)(h)	Parking in Tow-Away Zone Prohibited	See Parking Citation Info Section
7.05(3)/346.54(1)(c)	Angle Parking Restricted	See Parking Citation Info Section
7.05(5)/346.53(6)	2-6 AM Parking Restricted	See Parking Citation Info Section
7.05(6)(a)/346.53(6)	Parking During Snow Removal Prohibited	See Parking Citation Info Section
7.05(6)(c)/346.55(3)	Parking in Private Drive Without Permission Prohibited	See Parking Citation Info Section
7.05(6)(g)/346.53(3)	Parking Too Close to Fire Hydrant Prohibited	See Parking Citation Info Section
7.05(6)(h)	Violation of Commercial Vehicle Parking Restrictions (Write on Municipal Citation)	\$187.00/262.20/338.20
7.10(1)/346.55(4)	Violation of School District Parking Violations	See Parking Citation Info Section
7.01/346.53(6)	Violation of 2 hr Parking Restriction	See Parking Citation Info Section
<u>PARKS AND PUBLIC WATERS</u>		<u>1st/2nd/3rd Offense</u>
Violations of Regulated Conduct:		
21.05	Violation of Park Closing Hours	\$187.00/262.20/338.20
21.05(1)	Closed from 9:00 p.m. until 6:00 a.m.	\$187.00/262.20/338.20
21.05(2)	Emergency Closing Provisions	\$187.00/262.20/338.20
21.06	Interference With Park Employees or Sub-Contractors	\$187.00/262.20/338.20
21.07(1)	Alcohol Beverages, Use and Sale Regulations	\$250.00/357.10/495.70
21.07(1)(a)	Drinking outside Picnic areas or in Wiedenbach Park	\$187.00/262.20/338.20
21.07(1)(b)	No Permit to Sell or Dispense in the Park	\$187.00/262.20/338.20
21.07(1)(c)	Underage Possession or Consumption	\$250.00/357.10/495.70
21.07(1)(d)	Drinking Contests Prohibited	\$187.00/262.20/338.20
21.07(2)	Disorderly Conduct Prohibited	\$470.50/609.10/747.70
21.07(2)(a)/9.947.01	Disorderly Conduct Prohibited 9.947.01	\$470.50/609.10/747.70 c
21.07(2)(b)	Remaining after being cited	\$187.00/262.20/338.20
21.07(3)	Smoking in a Building or Where Prohibited by Sign	\$187.00/262.20/338.20
21.07(4)	Littering/Refuse Disposal Regulations	\$187.00/262.20/338.20
21.07(4)(a)	Littering	\$250.00/357.10/495.70
21.07(4)(b)	Not Cleaning up Broken Glass Immediately	\$250.00/357.10/495.70
21.07(5)	Television/Radios Receiving or Amplification Equipment audible over 20' w/o Permit	\$250.00/357.10/495.70
21.07(6)	Game/Sports in Designated Areas Only	\$250.00/357.10/495.70
21.07(7)	Gambling Prohibited Except Bingo w/Permit	\$250.00/357.10/495.70
21.07(8)	Disturb, harass or Interfere with any Person or Party or their Equipment or Property	\$250.00/357.10/495.70
21.07(9)	No Hunting/Trapping, Carrying a Firearm or Air gun	\$470.50/609.10/747.70
21.07(10)	Throwing Missiles/Stones by Hand or With a Sling Shot	\$470.50/609.10/747.70
21.07(11)	Fires regulated	\$250.00/357.10/495.70
21.07(11)(a)	Cooking Fire in Designated Grills	\$250.00/357.10/495.70

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
21.07(11)(b)	Use of Charcoal Grills and Charcoal disposal	\$250.00/357.10/495.70
21.07(12)	Fireworks Prohibited	\$187.00/262.20/338.20
21.08	No Permit To Use Park	\$187.00/262.20/338.20
21.08(1)	Public Meeting or Gathering	\$187.00/262.20/338.20
21.08(2)	Exclusive Park Use	\$187.00/262.20/338.20
21.08(3)	Parade in the Park	\$187.00/262.20/338.20
21.08(4)	Loud Speaker or Amplification Device	\$187.00/262.20/338.20
21.08(5)	Service or Demonstration	\$187.00/262.20/338.20
21.08(6a)	Sales or Solicitation	\$187.00/262.20/338.20
21.08(6)(b)	Advertising/Posting of Handbills Posters etc.	\$187.00/262.20/338.20
21.09	Violation of Animal Regulations	\$250.00/357.10/495.70
21.09(1)	Animals Prohibited	\$250.00/357.10/495.70
21.09(2)	Exceptions Horses/Police Dogs/Seeing Eye Dogs and Leashed Dogs in Schoen Laufen Park	\$250.00/357.10/495.70
21.09(3)	Failure to Remove Animal Droppings	\$250.00/357.10/495.70
21.10	Violation of Horseback Riding Regulations	\$250.00/357.10/495.70
21.10(1)	Failure to Stay on Trail/Path/Roadway	\$250.00/357.10/495.70
21.10(2)	Riding After Dark	\$250.00/357.10/495.70
21.10(3)	Yield to Pedestrians	\$250.00/357.10/495.70
21.10(4)	Failure to Follow Rules or Signs	\$250.00/357.10/495.70
21.10(5)	No Racing or Unreasonable and Imprudent Speeds	\$250.00/357.10/495.70
21.11	Swimming/Bathing in a Park	\$187.00/262.20/338.20
21.12	Unsafe Bicycle Operation & Operation or Parking Where Not Permitted	\$187.00/262.20/338.20
21.13	Protecting Park Property and Equipment	\$187.00/262.20/338.20
21.13(1)(a)	Placing any Animal or Thing in or upon the Waters of a Park	\$187.00/262.20/338.20
	Fishing Outside a Designated Area	\$187.00/262.20/338.20
21.13(1)(b)	Rob/Disturb Animals/Nests	\$187.00/262.20/338.20
21.13(2)	Damage Vegetation/Park Property	\$250.00/357.10/495.70
21.13(3)	No Landing Planes/Parachutists	\$187.00/262.20/338.20
21.14	Violation of Parking and Traffic Regulations	\$187.00/262.20/338.20
21.14(1)	Parking or Driving Outside Designated Areas	\$187.00/262.20/338.20
21.14(2)	Vehicle for Hire Soliciting Riders Prohibited	\$187.00/262.20/338.20
21.14(3)	Trucking Prohibited	\$187.00/262.20/338.20
21.14(4)	Bicycles, Pedestrians and Equestrian to Obey Signs	\$187.00/262.20/338.20
<u>PARTY TO OFFENSE</u>		<u>1st/2nd/3rd Offense</u>
9.939.05	Party to Offense (Aiding and Abetting)	\$250.00/357.10/495.70 c
<u>PAWNBROKERS, SECONDHAND ARTICLE AND JEWELRY DEALERS</u>		<u>1st/2nd/3rd Offense</u>
12.11(1)	Pawnbroker, Secondhand Article and Jewelry Dealer	\$250.00/357.10/495.70
12.11(6)	Violation of Pawnbroker and Dealer Requirements	\$250.00/357.10/495.70
<u>POLICE</u>		<u>1st/2nd/3rd Offense</u>

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.941.21	Disarming a Police Officer Prohibited	\$470.50/609.10/747.70 c
9.941.37	Obstructing Emergency Vehicles Prohibited	\$470.50/609.10/747.70 c
9.946.40	Refusing to Aid Officer	\$470.50/609.10/747.70 c
9.946.41	Resisting or Obstructing	\$470.50/609.10/747.70 c
9.946.415	Refusal to Comply with Peace Officer's Attempt to Take Person Into Custody	\$470.50/609.10/747.70 c
9.946.42	Escape	\$470.50/609.10/747.70 c
9.946.44	Assisting or Permitting Escape	\$470.50/609.10/747.70 c
9.946.65	Obstructing Justice	\$470.50/609.10/747.70 c
9.946.70	Impersonating a Police Officer Prohibited	\$470.50/609.10/747.70 c

<u>PROPERTY</u>		<u>1st/2nd/3rd Offense</u>
9.18	Damage to Village Property Prohibited	\$250.00/357.10/495.70 c
9.941.36	Fraudulent Tapping of Electric Wires or Gas or Water Meters or Pipes	\$250.00/357.10/495.70 c
9.943.01(1)	Criminal Damage to Property	\$250.00/357.10/495.70 c
9.943.01(2g)	Damage to Machines Operated by Coins, Currency, Debit Cards or Credit Cards with Intent to Commit Theft	\$250.00/357.10/495.70 c
9.943.012	Criminal Damage to Religious and Other Property	\$250.00/357.10/495.70 c
9.181(2)(b)	Graffiti Damage to Property	\$470.50/609.10/747.70 c
9.18(3)(b)	Failure to Remove Graffiti	\$250.00/357.10/495.70 c
9.943.11	Entry Into Locked Vehicle	\$470.50/609.10/747.70 c
9.943.12	Possession of Burglarious Tools	\$470.50/609.10/747.70 c
9.943.125	Entry Into Locked Coin Box	\$470.50/609.10/747.70 c
9.943.22	Use of Cheating Tokens	\$250.00/357.10/495.70 c

<u>PROPERTY</u>		<u>1st/2nd/3rd Offense</u>
9.943.20	Theft	\$250.00/357.10/495.70 c
9.943.21	Fraud on Hotel or Restaurant Keeper	\$250.00/357.10/495.70 c
9.943.24	Issue of Worthless Checks	\$250.00 (All Violations) c
9.943.34	Receiving Stolen Property	\$470.50/609.10/747.70 c
9.943.37	Alteration of Property Identification Numbers	\$470.50/609.10/747.70 c
9.943.46	Theft of Cable Television Services	\$250.00/357.10/495.70 c
9.943.47	Theft of Satellite Cable Programming	\$250.00/357.10/495.70 c
9.943.50	Shoplifting	\$470.50/609.10/747.70 c
9.943.55	Removal of Shopping Cart	\$250.00/357.10/495.70
9.943.61	Theft of Library Material	\$250.00/357.10/495.70 c
9.947.0125	Unlawful use of Computerized Communication System	\$470.50/609.10/747.70 c
22.25(1)	Unauthorized Connection to or Modification of Cable	\$250.00/357.10/495.70

PROPERTY MAINTENANCE (If Citing as a Continuing Violation "Must Appear")

9.121	Drainage Ditch Regulation Violations	\$250.00/357.10/495.70
9.14	Open Cisterns, Wells, Basements or Other Dangerous Excavations Prohibited	\$250.00/357.10/495.70

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
10.065	Property Maintenance Code Violations	\$250.00/357.10/495.70
10.065(7a)	Lawn and Yard Maintenance Violations	\$250.00/357.10/495.70
<u>PUBLIC NUISANCE</u>		<u>1st/2nd/3rd Offense</u>
Affecting Health:	(If Citing as a Continuing Violation "Must Appear")	
10.03(1)	Adulterated Food	\$250.00/357.10/495.70
10.03(2)	Unburied Carcasses	\$250.00/357.10/495.70
10.03(3)	Breeding Place for Vermin, Etc.	\$250.00/357.10/495.70
10.03(4)	Stagnant Vehicle	\$250.00/357.10/495.70
10.03(5)	Privy Vaults and Garbage Cans Not Fly-Tight	\$250.00/357.10/495.70
10.03(6)	Animals Running at Large	\$250.00/357.10/495.70
10.03(7)	Air Pollution	\$250.00/357.10/495.70
10.03(8)	Noxious Weeds	\$250.00/357.10/495.70
10.03(9)	Water Pollution	\$250.00/357.10/495.70
10.03(10)	Noxious Odors	\$250.00/357.10/495.70
10.03(11)	Street Pollution	\$250.00/357.10/495.70
Affecting Peace and Public Safety:	(If Citing as a Continuing Violations "Must Appear")	<u>1st/2nd/3rd Offense</u>
10.05(1)	Sign, Billboards, Etc.	\$250.00/357.10/495.70
10.05(2)	Illegal Buildings	\$250.00/357.10/495.70
10.05(3)	Unauthorized Traffic Signs	\$250.00/357.10/495.70
10.05(4)	Obstructions of Intersections	\$250.00/357.10/495.70
10.05(5)	Tree Limbs-Public Places	\$250.00/357.10/495.70
10.05(6)	Dangerous Trees	\$250.00/357.10/495.70
10.05(7)	Fireworks	\$187.00/262.60/338.20
10.05(8)	Dilapidated Buildings	\$250.00/357.10/495.70
Affecting Peace and Public Safety:	(If Citing as a Continuing Violations "Must Appear")	<u>1st/2nd/3rd Offense</u>
10.05(9)	Wires and Cables Over Streets	\$250.00/357.10/495.70
10.05(10)	Noisy Animals or Fowl	\$250.00/357.10/495.70
10.05(11)	Obstructions of Streets, Excavations	\$250.00/357.10/495.70
10.05(12)	Unlawful Assembly	\$250.00/357.10/495.70
10.05(13)	Snow, Ice and Debris Removal	\$250.00/357.10/495.70
10.05(14)	Abandoned Refrigerators or Icebox	\$250.00/357.10/495.70
10.05(15)	Open Pits, Basements, Etc.	\$250.00/357.10/495.70
10.06	Junked Automobiles, Other Vehicles, Storage of Junk	\$250.00/357.10/495.70
Offending Morals and Decency	(If Citing as a Continuing Violations "Must Appear")	<u>1st/2nd/3rd Offense</u>
10.04(1)	Disorderly Houses	\$250.00/357.10/495.70
10.04(2)	Gambling Devices	\$250.00/357.10/495.70
10.04(3)	Unlicensed Sale of Liquor and Beer	\$250.00/357.10/495.70
10.04(4)	Continuing Violations of Village Ordinances	\$250.00/357.10/495.70

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
10.04(5)	Illegal Drinking	\$250.00/357.10/495.70
<u>PUBLIC PEACE AND GOOD ORDER (Also see PUBLIC NUISANCE)</u>		<u>1st/2nd/3rd Offense</u>
7.16	Train Obstructing Highway	\$250.00/357.10/495.70
8.1	Depositing Snow on Village Streets Prohibited	\$250.00/357.10/495.70
9.05	Throwing Snowballs, Stones, Etc., Prohibited	\$250.00/357.10/495.70
9.08(2) and (3)	Obstructing Streets and Sidewalks	\$250.00/357.10/495.70
<u>PUBLIC PEACE AND GOOD ORDER (Also see PUBLIC NUISANCE)</u>		
9.17	Library Regulation Violations	\$250.00/357.10/495.70
9.15	Abandoned or Unattended Refrigerators, Iceboxes, Etc.	\$250.00/357.10/495.70
9.18	Property Damage to Village Property	\$250.00/357.10/495.70
9.19	Election Sign Violations	\$250.00/357.10/495.70
9.940.19	Battery	\$470.50/609.10/747.70 c
9.940.32	Stalking	\$250.00/357.10/495.70 c
9.940.34	Duty to Aid Endangered Crime Victims	\$250.00/357.10/495.70 c
9.941.327	Tampering with Household Products	\$250.00/357.10/495.70 c
9.944.30	Prostitution	\$250.00/357.10/495.70 c
9.944.31	Patronizing Prostitutes	\$250.00/357.10/495.70 c
9.944.33	Pandering	\$250.00/357.10/495.70 c
9.944.34	Keeping Place of Prostitution	\$250.00/357.10/495.70 c
9.947.01	Disorderly Conduct	\$470.50/609.10/747.70 c
9.947.012	Unlawful Use of Telephone	\$250.00/357.10/495.70 c
9.947.013	Harassment Prohibited	\$250.00/357.10/495.70 *
9.947.015	Bomb Scares	\$250.00/357.10/495.70 c
9.947.06	Unlawful Assembly	\$250.00/357.10/495.70
9.948.51	Hazing	\$250.00/357.10/495.70
<u>PUBLIC RECORDS</u>		<u>1st/2nd/3rd Offense</u>
9.946.72	Tampering with Public Records	\$250.00/357.10/495.70
<u>SCHOOLS (Also see PARKING, TOBACCO, TRAFFIC and WEAPONS)</u>		<u>1st/2nd/3rd Offense</u>
7.10(1)/346.55(4)	Violation of School District Parking Violations	See Parking Citation Info Section
7.10(2)/346.57.5	Speed in Excess of 10 mph on School Grounds	Use Traffic Bond Book
7.10(3)	Vehicle Operating in Designated School Driveways During Prohibited Times (Adult)	\$250.00/357.10/495.70
7.10(3)	Vehicle Operating in Designated School Driveways During Prohibited Times (14 to 16)	\$250.00/357.10/495.70
9.047(1)/118.163(1)(d)	Truancy 124.00 (Adult) - Max total fines/semester is \$500	\$124.00/187.00/187.00 MA
9.047(1)/118.163(1)(d)	Truancy 124.00 (12 to 16) - Max total fines/semester is \$500	\$124.00/187.00/187.00 MA
9.047(1)/118.163(1)(b)	Habitual Truancy 235.00 (Adult)	\$250.00/357.10/495.70 MA
9.047(1)/118.163(1)(b)	Habitual Truancy 235.00 (12 to 16)	\$250.00/357.10/495.70 MA
9.948.45(1)	Contributing to Truancy	\$250.00/357.10/495.70
9.075/118.258	Student Use/Possession of Communication Device (Adult)	\$250.00/357.10/495.70

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.075/118.258	Student Use/Possession of Communication Device (14 to 16)	\$250.00/357.10/495.70
9.075/118.258	Student Use/Possession of Communication Device (12 to 13)	\$150.00/235.00/345.00
9.08(6)	Loitering in School Areas (Adult)	\$250.00/357.10/495.70
9.08(6)	Loitering in School Areas (14 to 16)	\$250.00/357.10/495.70
9.08(6)	Loitering in School Areas (12 to 13)	\$150.00/235.00/345.00
9.043	Tobacco Use of on School Premises (Adult)	\$250.00/357.10/495.70
9.043	Tobacco Use of on School Premises (14 to 16)	\$155.50/199.60/243.70
9.043	Tobacco Use of on School Premises (12 to 13)	\$75.00/100.00/145.00
12.02(1)/125.09(2)(b)	Possession or Consumption on School Premises (Adult)	(See State Deposit Schedule)
9.947.01	Student Disorderly Conduct (Adult)	\$250.00/357.10/495.70
9.947.01	Student Disorderly Conduct (14 to 16)	\$250.00/357.10/495.70
9.947.01	Student Disorderly Conduct (12 to 13)	\$150.00/235.00/345.00
9.948.605	Violation of Gun-Free School Zone (Adult)	\$470.50/609.10/691.00 c
9.948.605	Violation of Gun-Free School Zone (14 to 16)	\$250.00/357.10/495.70
9.948.605	Violation of Gun-Free School Zone (12 to 13)	\$150.00/235.00/345.00
9.948.61	Other Dangerous Weapons on School Premises (Adult)	\$470.50/609.10/691.00 c
9.948.61	Other Dangerous Weapons on School Premises (14 to 16)	\$250.00/357.10/495.70
9.948.61	Other Dangerous Weapons on School Premises (12 to 13)	\$150.00/235.00/345.00
	Other School related Violations not listed elsewhere (Adult)	\$250.00/357.10/495.70
	Other School related Violations not listed elsewhere (14 to 16)	\$250.00/357.10/495.70
	Other School related Violations not listed elsewhere (12 to 13)	\$150.00/235.00/345.00

SNOWMOBILES AND ALL-TERRAIN VEHICLES

		<u>1st/2nd/3rd Offense</u>
7.11(1)	Violation of Snowmobile Regulations	\$187.00/262.20/338.20
7.11(2)/350	Violation of Rules of the Road Applicable to Snowmobile	Use Traffic Bond Book
7.11(3)	Operation in Restricted Public or Private Areas	\$187.00/262.20/338.20
7.11(4)/350.08	Permitting Operation by Impaired or Unqualified Operator	Use Traffic Bond Book
7.11(5)/350.101(1)(i)	Operating Snowmobile While Under the Influence Prohibited	Use Traffic Bond Book
7.11(6)	Operating without Valid Written Consent of Landowner	\$187.00/262.20/338.20
7.11(7)/23.33	Violation of All-Terrain Vehicle Regulations	Use Traffic Bond Book

SUBDIVISION AND PLATTING

		<u>1st/2nd/3rd Offense</u>
Ch. 18	Subdivision and Platting Code Violations	\$250.00/357.10/495.70
18.13(1)	Improper Recordation	\$250.00/357.10/495.70
18.13(2)	Conveyance of Lots in Unrecorded Plat	\$250.00/357.10/495.70
18.13(3)	Monuments Disturbed or Not Placed	\$250.00/357.10/495.70

TOBACCO (Also see LICENSES and PERMITS)

		<u>1st/2nd/3rd Offense</u>
9.041/254.92	Tobacco Prohibition for Minors (Age 17)	\$187.00/262.20/338.20
9.041/254.92	Tobacco Prohibition for Minors (14 thru 16)	\$155.50/199.60/243.70
9.041/254.92	Tobacco Prohibition for Minors (12 thru 13)	\$75.00/100.00/145.00
9.042(2)(b)	Notice Violations	\$187.00/262.20/338.20

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.042(2)(a),(c),(d),(e) or (f) /134.66(2)	Violations of Sale or Gift Restrictions	\$187.00/262.20/338.20
9.043	Use of on School Premises	\$187.00/262.20/338.20
9.101.123	Smoking Regulations for Public Conveyances and Places	\$187.00/262.20/338.20
9.254.76	Causing Fires by Tobacco Smoking	\$250.00/357.10/495.70 c
<u>TRAFFIC</u>		
7.01	State Traffic Regulations Adopted	Use Traffic Bond Book
7.11/23.33	Violation of All-Terrain Vehicle Regulations	Use Traffic Bond Book
7.02(3)	Prohibited Signs and Markers in Highway	\$250.00/357.10/495.70
7.06/348.17(1)	Violation of Heavy Traffic Regulations	Use Traffic Bond Book
7.08	Failure to File Accident Report	\$250.00/357.10/495.70
7.09/Trans 101.02(2)(j)	Display of Power Prohibited	\$250.00/357.10/495.70
7.121/346.94(17)	Violation of In-Line Skating Regulations	Use Traffic Bond Book
7.16	Train Obstructing Highway Crossing	\$250.00/357.10/495.70
8.07	Highway Obstruction Prohibited	\$250.00/357.10/495.70
346.63(1)(a)	Operating While Under the Influence	\$861.00/\$911.00 (BAC .15% & up)
	With Child Under 16 YOA in Vehicle	STATE CHARGE
<u>TRAFFIC</u>		
346.63(1)(am)	Operating with a detectable level of Controlled Substance	Leave Blank
346.63(1)(b)	Operating with a Prohibited Alcohol Concentration	Leave Blank
346.63(2m)	Violation of Absolute Sobriety (4 demerit points)	\$313.00
	With Child Under 16 YOA in Vehicle	STATE CHARGE
343.44(1)(a)	Operating After Suspension	\$187.00
343.44(1)(b)	All Municipal Operating After Revocation OWI Related and Some Subsequent Offenses are Crimes	\$124.00/187.00/250.00
<u>TRESPASSING</u>		<u>1st/2nd/3rd Offense</u>
9.943.13	Trespass to Land	\$250.00/357.10/495.70
9.943.14	Trespass to Dwellings	\$250.00/357.10/495.70 c
9.943.145	Trespass to Medical Facility	\$250.00/357.10/495.70 c
9.943.15	Entry Onto Construction Site	\$250.00/357.10/495.70
<u>WEAPONS</u>		<u>1st/2nd/3rd Offense</u>
9.031/941.2965	Facsimile Firearms Prohibited	\$470.50/609.10/691.00
9.02	Unlawful Possession or Use of Firearm	\$470.50/609.10/691.00
9.02(3)	No Shooting Permit	\$250.00/357.10/495.70
9.05	Shooting of Arrows, Stones and Other Missiles Prohibited	\$250.00/357.10/495.70
9.167.31	Illegal Transportation of Firearms and Bows	\$250.00/357.10/495.70
9.941.20	Reckless Use of Weapon	\$470.50/609.10/691.00 c
9.941.20(3)	Discharging a Firearm From a Vehicle	\$470.50/609.10/691.00 c
9.941.23	Carrying a Concealed Weapon	\$470.50/609.10/691.00 c

*In State Bond Schedule

MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021

VILLAGE OF GERMANTOWN

MUNICIPAL ORDINANCE DEPOSIT SCHEDULE

<u>ORDINANCE #</u>	<u>OFFENSE</u>	<u>DEPOSIT</u>
9.941.235	Carrying Firearms in Public Buildings	\$470.50/609.10/691.00 c
9.941.237	Possession of Firearms in Taverns	\$470.50/609.10/691.00 c
9.941.24	Possession of Switch Blade Knife	\$470.50/609.10/691.00 c
9.941.26(4)(L)	Possession of "Pepper Spray" by Felons Prohibited	\$470.50/609.10/691.00 c
9.941.28	Possession of Short-Barreled Shotgun or Rifle	\$470.50/609.10/691.00 c
9.941.295	Possession of Electric Weapon	\$470.50/609.10/691.00 c
9.941.297	Sale of Distribution of Imitation Firearm	\$470.50/609.10/691.00
9.941.298	Firearm Silencers	\$470.50/609.10/691.00 c
9.943.06	Molotov Cocktails	\$470.50/609.10/691.00 c
9.948.55	Allowing a Child Access to a Loaded Firearm	\$470.50/609.10/691.00
9.948.60	Possession of a Dangerous Weapon by a Person 17 YOA	\$470.50/609.10/691.00
9.948.60	Possession of a Dangerous Weapon by a Person (14 to 16)	\$250.00/357.10/495.70
<u>ZONING CODE</u>		<u>1st/2nd/3rd Offense</u>
Ch. 17	Violation of Zoning Code Regulations	\$250.00/357.10/495.70
Ch. 23	Violation of Floodplain Zoning Code Regulations	\$250.00/357.10/495.70
Ch. 24	Violation of Shore land-Wetland Zoning Code	\$250.00/357.10/495.70

*In State Bond Schedule

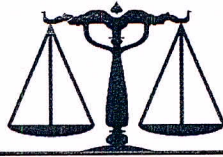
MA Must Appear

c Criminal Offense under State Statute

Juv Juvenile

Revised 07/15/2021 EAB104

Effective 00/00/2021



MID-MORAINÉ MUNICIPAL COURT

SERVING COMMUNITIES IN WASHINGTON & OZAUKEE COUNTIES

Date Approved: August 31, 2021

Chief Michael Snow
Germantown Police Department
N112 W16877 Mequon Road
Germantown, WI 53022

RE: Municipal Ordinance Bond Deposit Schedule

Dear Chief Snow,

I have reviewed the Village of Germantown's Municipal Ordinance Bond Deposit Schedule. The schedule is appropriate and I approve it. Please feel free to forward it to the Germantown Village Board for its approval if it has not been done already.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine E. Ohlis".

Christine E. Ohlis
Municipal Court Judge

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 28-2021

A RESOLUTION ADOPTING UPDATED BOND SCHEDULE FOR MUNICIPAL
COURT CASES TO INCREASE THE AMOUNT OF COURT COSTS IMPOSED

WHEREAS, the Village of Germantown is a participating member of the Mid Moraine Municipal Court; and

WHEREAS, pursuant to Wis. Stat. § 800.037, the municipal court judge, with the approval of the Village Board, shall establish a deposit schedule (a/k/a bond schedule) for municipal citations.; and

WHEREAS, the Mid Moraine Municipal Court judge, has recommended that all of the member jurisdictions adopt the attached revised bond schedule, which generally increases the amount of forfeitures for all offenses; and

WHEREAS, the Chief of Police is in agreement with the proposed bond schedule.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, hereby adopts the revised bond schedule as attached effective October 1, 2021.

Introduced by Trustee:

Adopted:

Vote: Ayes:

Nays:

Absent:

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

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

MEETING DATE: September 20, 2021

AGENDA ITEM: New Business

ITEM TITLE: Bond Schedule

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

The Mid-Moraine Municipal Court is in the process of updating the bond schedule for participating municipalities. I have attached a copy of the recommendations for the new bond schedule.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: September 20, 2021

AGENDA ITEM: New Business [ORDINANCE 09-21]

ITEM TITLE: Municipal Code Chapter 17 (Zoning Code) Text Amendments

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

SUMMARY EXPLANATION:

The Community Development Department is proposing a series of amendments to various sections in the Zoning Code, including regulations for retaining walls & fences, electronic message boards (signs), and a new ordinance for the regulation of animal waste storage facilities.

Amendment #1 *(see Section 1)*

Amendment to Section 17.41 clarifies the calculation of minimum setback requirements for retaining walls.

Amendment #2 *(see Section 2)*

Amendment to Section 17.50(2)(f) clarifies the definition of a “fence”, including an expanded definition of the type of and material used for fences that can be installed in each zoning district (i.e. residential, commercial, industrial, institutional, and agricultural). The amendment also addresses the use of temporary fences.

Amendment #3 *(see Section 3)*

Amendment to Section 17.46(7)(h)5. clarifies the “display area” of an electronic message board (EMC) used in the calculation of total sign area.

Amendment #4 *(see Section 4)*

Section 17.59 creates a specific set of regulations for the location, design, construction, installation, alteration, use, maintenance, and closure of animal waste storage facilities. This ordinance is modeled after the Washington County ordinance and is intended to be administered by Washington County staff through an interlocal “Memorandum of Understanding” agreement between the Village of Germantown and Washington County (copy of the draft agreement is also attached).

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the Zoning Code text amendments proposed by the Community Development Department as proposed.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including the proposed ordinance and Memo of Understanding (MOU) with Washington County, staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

ZONING CODE AMENDMENTS

9/13/21 Plan Commission Meeting

Germantown Community Development Department

Village Planner Report

Germantown, Wisconsin

Summary

The Community Development Department is proposing a series of amendments to various sections in the Zoning Code, including regulations for retaining walls & fences, electronic message boards (signs), and a new ordinance for the regulation of animal waste storage facilities.

Staff is proposing several text amendments to various sections in the Zoning Code as detailed in the attached draft ordinance, including the following summarized below:

Amendment #1 (see Section 1)

The amendments to Section 17.41 are necessary to clarify how the minimum setback requirement for retaining walls is calculated.

Amendment #2 (see Section 2)

The amendments to Section 17.50(2)(f) are necessary to clarify what constitutes a “fence”, including an expanded definition of the type of and material used for fences, that can be installed in each type of zoning district (i.e. residential, commercial, industrial, institutional and agricultural).

These amendments also include new provisions that address the use of temporary fences, as well as fences that are exempt from regulation, e.g. underground electronic boundary fences for pet training/containment.

Amendment #3 (see Section 3)

The amendments to Section 17.46(7)(h)5. are necessary to clarify how the “display area” for an electronic message board (EMC) sign is to be included in the calculation of total sign area (which cannot exceed 40% of the total sign area allowed for a particular ground/monument sign).

Amendment #4 (see Section 4)

The addition of Section 17.59 to the Zoning Code creates a specific set of regulations for “animal waste storage facilities” recommended by the Land Conservation staff with the Washington County Planning & Parks Department. Paul Sebo, County Conservationist, will be available at the September 13 Plan Commission meeting to discuss the purpose for and benefits of having a specific set of permitting, construction, and maintenance requirements for the storage of animal waste... even for a community like Germantown where the number of farmers and farm animals is relatively low.

As set forth therein, this ordinance is modeled after the Washington County ordinance and is intended to be administered by Washington County staff through an interlocal “Memorandum of Understanding” agreement between the Village of Germantown and Washington County (copy of the draft agreement is attached).

**AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

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

SECTION 1. That Section 17.41 (Residential Accessory Use, Building and Structure Restrictions) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

- 17.41(6) RETAINING WALLS. Retaining walls shall meet the following minimum setback from all front, side and rear property lines (measured along a perpendicular line from the base of the wall to the property line):
- (a) ~~Side Yard. A~~ The minimum distance equal to ~~or greater than~~ the height of the retaining wall ~~above the lowest finished yard grade measured from the finished yard grade to the highest point of the wall.~~
 - (b) If a tiered retaining wall system is installed, the minimum setback shall apply to the highest point of the wall in each tier.
 - (b) ~~Rear Yard. The minimum distance equal to or greater than the height of the retaining wall above the lowest finished yard grade.~~

SECTION 2. That Section 17.50(2) (YARDS) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

- 17.50(2) YARDS.
- (f) Fences, Retaining Walls and Berms in Residential Zoning Districts (and properties used for residential purposes in business districts).
 - 1. All fences except "Temporary Fences", "Agricultural Fences" and "Exempt Fences" defined herein shall be subject to review and approval by ~~of~~ the Building Inspector prior to the issuance of a building permit.
 - 2. Fences in rear or side yards may be up to 6 feet in height.
 - 3. Fences in front yards may not exceed 4 feet in height, except a maximum height of 6 feet may be approved with a Zoning Permit by ~~on approval of~~ the Plan Commission after consideration of visibility, privacy and access concerns.
 - 4. No fence shall be closer than 2 feet to a public right-of-way, interfere with traffic visibility, or block or impede stormwater drainage that would affect adjacent or downstream property.

**AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

5. Fences shall be constructed using the following methods and materials:
- i. Naturally resistant or treated wood
 - ii. Brick, masonry or natural stone
 - iii. Wrought iron, aluminum or galvanized metal (coated and noncoated)
 - iv. Vinyl (rigid PVC)
 - v. Other material of comparable quality must be approved by the Zoning Administrator.
 - vi. Fences that contain a finished side and an unfinished side, shall be installed in a manner in which the finished side faces the adjacent property. In case of a discrepancy, the Village Zoning Administrator ~~Building Inspector~~ shall determine which side of the fence is the finished side.
 - vii. The use of agricultural fences defined herein is prohibited in all Residential Zoning Districts except the Rs-1 and Rs-2 Districts when necessary for the containment of horses or other large animals permitted in the district and provided that the type of agricultural fence to be installed is agreed to by all abutting property owners.
6. Fences and Easements.
- i. Fences shall not be located within any type of easement, provided however, the Planning Commission may authorize the encroachment by a fence into a drainage easement where the owner of the land encumbered by the easement shows to the satisfaction of the Planning Commission that, considering the proposed location, design and materials of the proposed fence, the encroachment of the fence into the easement will not materially interfere with drainage flow within the easement, and, in the case of a subdivision, the homeowners association consents in writing to the encroachment, or if not in a subdivision, the adjacent landowners consent in writing.
 - ii. If the Planning Commission deems it necessary in order to make its decision to authorize an encroachment into a drainage easement by a fence, it may require that the applicant provide a report by a professional engineer providing an opinion that the encroachment will not impair drainage flow within the easement.
 - iii. If the applicant whose property abuts the drainage way shall be aggrieved by the decision of the Planning Commission, such aggrieved person may appeal the decision to the Village's Board of Zoning Appeals by filing an a request for appeal review of the record below within thirty (30) 14 days after of the date of the Planning Commission's decision.
7. It is the property owner's responsibility for any lawn maintenance of lands that lie between a fence and the property line.
8. Should it be necessary and in the public interest for ~~that~~ the Village or its agent, to remove a the fence, all the material costs (materials and labor) shall would be borne by the owner of the fence.

**AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

9. Exempt Fences:
 - i. A short section of decorative fence or component installed within the applicable building setbacks for the zoning district within which the property is located and exclusively for aesthetic or landscaping purposes.
 - ii. Arbors, trellises, pergolas, etc. when not incorporated into or used for boundary or privacy purposes.
 - iii. Underground or other electronic boundary fence used for pet training/containment purposes
10. Temporary Fences.
 - i. A fence installed for a limited period of time and for purposes of providing protection for residents, property and property owners, and the general public from the area or condition for which the fence is designed and intended to provide such protection, including but not limited to the following:
 1. The use of wood or plastic snow fence for the purpose of limiting snow drifting during the winter season from November 1 through April 1.
 2. The protection of an active excavation and/or construction site and the protection of plants, septic fields, etc. during grading and construction provided there is a valid building permit for the site and construction is imminent or ongoing.
 - ii. A temporary fence does not require a building permit.
 - iii. The owner and/or installer is responsible for ensuring said temporary fence is installed and maintain properly for the purpose it is intended so that it does not create a safety hazard or nuisance for the property owner, adjacent property owners or the general public.
11. Retaining Walls. See Section 17.41(6).
12. Berms. See Section 17.57.

(g) Fences, Retaining Walls and Berms in Commercial, and Industrial, Institutional and Agricultural Districts.

1. All fences shall be subject to review and approval by of the Building Inspector prior to the issuance of a building permit.
2. Fences in rear and/or side yards may be up to 10 feet in height.
3. Fences in front of the building or within the front yard setback are only permitted after approval by the Plan Commission.
4. Fences shall be constructed using the following methods and materials:
 - i. Naturally resistant or treated wood
 - ii. Brick, masonry or natural stone
 - iii. Wrought iron, aluminum or galvanized metal (coated and noncoated)
 - iv. Vinyl (rigid PVC)
 - v. Other material of comparable quality must be approved by the Zoning Administrator.
 - vi. Fences that contain a finished side and an unfinished side, shall be

**AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

installed in a manner in which the finished side faces the adjacent property. In case of a discrepancy, the Village Zoning Administrator ~~Building Inspector~~ shall determine which side of the fence is the finished side.

5. Fences and Easements. See Section 17.50(2)(f)6. above.
6. It is the property owner's responsibility for any lawn maintenance of lands that lie between a fence and the property line.
7. Agricultural Fences.
 - i. Agricultural fences are permitted in all Agricultural Zoning Districts pursuant to Chapter 90, Wis. Stats.
8. Retaining Walls. See Section 17.41(6).
9. Berms. See Section 17.57.

SECTION 3. That Section 17.46(7)(h)5. (ELECTRONIC MESSAGE BOARDS) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

17.46(7)(h) ELECTRONIC MESSAGE BOARDS.

5. The ~~sign area or active display area~~ face of the message board shall be included in the calculation of sign area for the monument or ground sign to which it is attached and shall not exceed 40 percent of the total sign area ~~allowed for the monument or ground sign to which it is attached;~~

SECTION 4. That Section 17.59 (ANIMAL WASTE STORAGE FACILITIES) is created as set forth in Exhibit 1 attached hereto.

SECTION 5. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee:

Adopted:

Vote: Ayes: Nays:

Dean Wolter, Village President

APPROVED AS TO FORM:

ATTEST:

Brian C. Sajdak, Village Attorney _____, Village Clerk

EXHIBIT 1

ANIMAL WASTE STORAGE FACILITIES ORDINANCE

Part I. INTRODUCTION.

- (1) **Authority.** This ordinance is adopted under authority granted by §92.16, Wis. Stats.
- (2) **Title.** This ordinance shall be known as, referred to, and may be cited as the Village of Germantown Animal Waste Storage Facility Ordinance and is hereinafter referred to as the “ordinance”.
- (3) **Findings and Declaration of Policy.**
 - (a) The Village of Germantown Board finds that storage of animal waste in storage facilities not meeting technical design and construction standards may cause pollution of the ground and surface waters and may result in actual or potential harm to the health of Village residents and transients; to livestock, aquatic life and other animals and plants; and to the property tax base of the Village.
 - (b) The Village Board also finds that improper management of animal waste storage facilities, including improper land application of stored animal waste, may cause pollution of the ground and surface waters.
 - (c) The Village Board also finds that abandoned animal waste storage facilities may cause pollution of ground and surface waters and may be considered a human health hazard.
 - (d) The Village Board further finds that the technical standards developed by the U.S.D.A. Natural Resources Conservation Service (NRCS) provide effective, practical, and environmentally safe methods of storing and utilizing animal waste and proper methods for closure/reclamation of abandoned facilities.
- (4) **Purpose.** The purpose of this ordinance is to regulate the location, design, construction, installation, alteration, use and closure of animal waste storage facilities; and the management of wastes from these facilities; to prevent water pollution and thereby protect the health of Village residents and transients; prevent the spread of disease; and promote the prosperity and general welfare of the citizens of the Village. It is also intended to provide for the administration and enforcement of this ordinance and to provide penalties for violations of this ordinance.
- (5) **Interpretation.** The provisions of this ordinance shall be minimum requirements and shall be liberally construed in favor of the Village and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes.
- (6) **Severability Clause.** If any section, provision, or portion of this ordinance is ruled invalid by a court, the remainder of the ordinance shall not for that reason be rendered ineffective.

Part II. GENERAL PROVISIONS.

- (1) **Definitions.** For the purposes of this ordinance, the following terms are defined:
- (a) **Abandoned Animal Waste Storage Facility.** An animal waste storage facility that is idle or no longer used for its intended purpose.
 - (b) **Administering Authority.** The Washington County Conservationist and/or the Village Zoning Administrator, or their designee, who is responsible for the administration and enforcement of this ordinance.
 - (c) **Animal Waste.** Livestock excreta and other materials such as bedding, rain or other water, soil, hair, feathers, and debris normally included in animal waste handling operations.
 - (d) **Animal Waste Storage Facility.** A concrete, wooden, steel, or otherwise fabricated structure, or an excavated or earthen impoundment specifically designed and made for the purposes of temporarily storing and holding of animal waste. Installation of a manure transfer system will be considered a waste storage facility for purposes of this ordinance.
 - (e) **Applicant.** Any person who applies for a permit under this ordinance.
 - (f) **Manure Transfer System.** A manure conveyance system using structures, conduits, or equipment. It includes transfer through a hopper, reception structure or tank, a pump, channel, or conduit. Additional definitions and criteria are listed within the standard as identified in Part II. Section (4) of this ordinance.
 - (g) **Permit.** The signed, written statement issued by the Administering Authority under this ordinance authorizing the applicant to construct, install, reconstruct, enlarge, or substantially alter an animal waste storage facility.
 - (h) **Permittee.** Any person to whom a permit is issued under this ordinance.
 - (i) **Person.** Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, County, or State agency within Wisconsin, the Federal Government, or any combination thereof.
 - (j) **Substantially Altered.** A change to a structure or facility that results in its relocation or a significant change to the size, depth or configuration including; replacement of a liner, an increase in the volumetric capacity or area by greater than 20%, or a change in livestock management from one species of livestock to another such as cattle to horses.
 - (k) **Technical Guide.** The Wisconsin version of the Natural Resources Conservation Service field office TECHNICAL GUIDE published by the Natural Resources Conservation Service of the U.S. Department of Agriculture.
 - (l) **Water Pollution.** Contaminating or rendering unclean or impure the ground or surface waters of the state, or making the same injurious to public health, harmful for commercial or recreational use, or deleterious to fish, bird, animal, or plant life.
- (2) **Applicability.** The requirements of this ordinance shall apply to all lands in jurisdiction of the Village of Germantown. Activities subject to regulation include the construction, installation, reconstruction, enlargement, substantial alteration or closure of an animal waste storage facility by any person; whether such activities are engaged by the landowner or someone employed by the landowner, occurring after October 1, 2021.

- (3) **Compliance with Permit Requirements.** A person is in compliance with this ordinance if he or she follows the procedures of this ordinance, receives a permit from the Administering Authority before beginning activities subject to regulation under this section, and complies with the requirements of the permit.
- (4) **Technical Standards.**
- (a) Applicable Technical Standards. The technical standards listed below shall be adhered to during any activities permitted under the authority of this ordinance. A copy of these standards can be obtained from the Administering Authority.
1. **Waste Storage Facilities.** The standards for design and construction of animal waste storage facilities are those in standards 313 (Waste Storage Facility), 634 (Manure Transfer) of the Technical Guide. Construction specifications referenced within the above listed standards shall also be adhered to. Compliance with standards other than those previously listed above, including those referenced within the above listed applicable standards, shall not be required for the purpose of complying with the provisions of this ordinance.
 2. **Land Application of Animal Waste.** The standard for management and utilization of animal waste through land application about preventing water pollution is found in standard 590 (Nutrient Management) of the Technical Guide.
 3. **Abandoned Animal Waste Storage Facility.** The standard for closure of animal waste storage facilities is found in standard 360 (Closure of Waste Impoundments) of the Technical Guide. Construction specifications referenced within the above listed standards shall also be adhered to.
 4. **Construction Site Erosion Control.** The standards for controlling soil erosion from construction sites are those technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources, as outlined in Chapter NR 151, Wis. Adm. Code.
- (b) Subsequent Modification of Standards. The standards of the Technical Guide and the Wisconsin Department of Natural Resources as outlined in Chapter NR 151, Wis. Adm. Code are adopted and by reference made a part of this ordinance as if fully set forth herein. Any future amendment, revision or modification of the standards incorporated herein are made part of this ordinance unless otherwise acted upon by the Village Board.
- (c) Variances. Variances from these standards can only be granted by the custodian of the technical standards or through an appeal by the applicant in accordance with Part V. Section (4) of this ordinance unless otherwise acted upon by the Village Board.

Part III. ANIMAL WASTE STORAGE FACILITY PERMIT.

- (1) **General.** No animal waste storage facility or parts thereof may be located, installed, moved, reconstructed, extended, enlarged, converted, substantially altered or its use changed without an animal waste storage facility permit as provided in this ordinance, and without compliance with the provisions of this ordinance. The requirements of this ordinance shall be in addition to any other ordinance or administrative rule regulating animal waste storage or applicable technical standards. In the case of conflict, the most stringent provisions shall apply.
- (2) **Exceptions to Permit Requirement.** Emergency repairs such as repairing a broken pipe, or equipment, leaking dikes or the removal of stoppages may be performed without an animal waste storage facility permit. Such work shall be reported to the Administering Authority as soon as possible with a maximum of 2 working days for a determination as to whether an animal waste storage facility permit will be required for an additional alteration or repair to the facility. The Administering Authority may consult with the Village Board prior to making this determination. This ordinance shall not require a permit for routine maintenance or repair of an existing animal waste storage facility or transfer equipment. In addition, no permit is required for barnyard construction or alteration which does not meet the definition of animal waste storage facility in Part II. Section (1)(d) of this ordinance.
- (3) **Fees and Bonds.** The fee for a permit under this ordinance shall be established by the Administering Authority and adopted by the Village Board. The fee shall reflect reasonable expenses associated with administration of this ordinance. The fee for permit shall be non-refundable and payable at the time of application. The Administering Authority may require a cash bond or escrow until final certification of construction is received in accordance with Part III. Section (6)(e) of this ordinance.
- (4) **Permit Application.**
 - (a) An application for an Animal Waste Storage Facility Permit shall be filed with the Administering Authority on forms supplied by the Administering Authority and shall include a plan specifying the following:
 1. The number and kinds of animals for which storage is provided and design duration.
 2. A sketch of the facility and its location in relation to buildings, roads, lot lines and other features within 250 feet, and homes within 500 feet of the proposed facility. The sketch shall be drawn to scale, with a scale no smaller than one inch equals 100 feet.
 3. The structural details, including dimensions, cross sections, and concrete thickness and reinforcement.
 4. The location of any wells within 300 feet of the facility.
 5. The soil test pit and/or soil depth boring locations and soil descriptions to a depth of at least 5 feet below the planned bottom of the facility, or to bedrock if at a lesser depth.

SECTION 17.59 ZONING CODE

6. The elevation of groundwater or bedrock if encountered in the soil profile and the date of any such determinations.
 7. Provisions for adequate drainage and control of runoff to prevent pollution of surface water and groundwater. If a navigable body of water lies within 500 feet of the facility, the location and distance to the body of water shall be shown.
 8. The scale of the drawing and the north arrow.
 9. A time schedule for construction of the facility.
 10. A description of the method in transferring animal waste into and from the facility.
 11. A nutrient management plan which meets the standards specified in Part II. Section (4) of this ordinance.
 12. A construction site erosion control plan which meets the standards specified in Part II. Section (4) of this ordinance.
 13. Any other additional information required by the Administering Authority to determine compliance with this ordinance.
- (b) An application for closure of an abandoned animal waste storage facility shall include the information specified in Part III. Section (4)(a)2-4, 7, 9, 12 and 13. The application process shall also include a description of the construction methods to be used, a description of compliance with the technical standards and the intended future use of the site.
- (5) **Review of Application.**
- (a) The Administering Authority shall receive and review all permit applications.
 - (b) The Administering Authority shall determine if the proposed facility meets the required standards set forth in Part II. Section (4) of this ordinance. In making this determination, the Administering Authority may require a site inspection and/or may consult with an outside agency.
 - (c) Within 30 days after receiving the completed application and fee, the Administering Authority shall inform the applicant in writing whether the permit application is approved or disapproved. If additional information is required from the applicant, the Administering Authority has 30 days from the receipt of the additional information in which to approve or disapprove the application. If, in addition to the applicant's information, the Administering Authority requires comment from an outside agency, the Administering Authority has 30 days from receipt of the comments from the outside agency in which to approve or disapprove the application.
 - (d) If the Administering Authority fails to approve or disapprove the permit application in writing within sixty (60) days of the receipt of the permit application, receipt of additional applicant information, or receipt of outside agency comments, as appropriate, the application shall be deemed approved and the applicant may proceed as if a permit had been issued.
 - (e) The Administering Authority shall mail a copy of action taken by the Administering Authority and the permit to the Village of Germantown. The Administering Authority may mail a copy of the action taken and permit to other

agencies or units of government that may have jurisdiction over the proposed facility.

- (6) **Permit Conditions.** All permits issued under this ordinance shall be subject to the following conditions and requirements in addition to any other conditions or requirements imposed by the Administering Authority, Village Board, other state agencies or local units of government:
- (a) Design and construction shall be carried out in accordance with the animal waste storage facility plan and applicable standards specified in sub. (4) above.
 - (b) The permittee shall give 2 working days notice to the Administering Authority before starting any construction activity authorized by the permit.
 - (c) The permittee certifies in writing that all other State, County, Village, Sanitary District, Army Corp of Engineers or other State or Federally required permits will be obtained from the appropriate authorities. The Administering Authority may require proof of any permit known to be needed prior to issuing an animal waste storage facility permit.
 - (d) Approval in writing must be obtained from the Administering Authority prior to any modifications to the approved animal waste storage facility plan.
 - (e) The permittee and, if applicable, the contractor or professional engineer, licensed in the State of Wisconsin, shall certify in writing that the facility was installed as planned and designed. A copy of the signed certification sheet shall be given to the Administering Authority within 30 days of completion of installation. Administering Authority personnel may conduct site inspection during and following construction to determine that the facility was installed as planned and designed. Any approved changes made to the animal waste storage facility plans shall be specified in the certification sheet and approved by the Administering Authority.
 - (f) Unless an extension is granted by the Administering Authority, all activities authorized by permit must be completed within 2 years from the date of issuance after which such permit shall be void.
- (7) **Permit Revocation.** The Administering Authority may revoke any permit issued under this ordinance if the holder of the permit has misrepresented any material fact in the permit application or animal waste storage facility plan, or if the holder of the permit violates any of the conditions of the permit. The permittee shall be immediately notified of the revocation in writing giving the reason(s) for revocation.

Part IV. ADMINISTRATION.

- (1) **Delegation of Authority.** As designated by the Village Board, the Administering Authority is authorized to administer and enforce this ordinance.
- (2) **Administrative Duties.** In the administration and enforcement of this ordinance, the Administering Authority, or designated representative, shall:
 - (a) Keep an accurate record of all permit applications, animal waste storage facility plans, permits issued, inspections made, and other official actions.
 - (b) Review permit applications and issue permits in accordance with Part. III. Section (5) of this ordinance.
 - (c) Inspect animal waste storage facility construction/closure to ensure the facility is being constructed/closed according to plan specifications.
 - (d) Investigate complaints relating to compliance with this ordinance.
 - (e) Perform other duties as specified in this ordinance.
 - (f) Provide technical services to the applicant to the extent resources are available.
- (3) **Inspection Authority.** The Administering Authority, or designated representative, is authorized to enter upon any lands affected by this ordinance to inspect the land prior to or after permit issuance to determine compliance with this ordinance pursuant to the authority granted by §92.07(14), Wis. Stats. Entry by the Administering Authority or designated representative may also be according to §66.0119, Wis. Stats. Refusal to grant permission to enter lands affected by this ordinance for purposes of inspection may be grounds for denial of the permit or revocation thereof.
- (4) **Enforcement Authority.**
 - (a) All enforcement actions will be referred to and issued by the designated enforcement officer of the Village except when the violation is an immediate and significant threat to the public or the environment, as determined by the Administering Authority. The enforcement officer, or designated representative, is authorized to post an order stopping work upon land which has had a permit revoked or on land currently undergoing activity in violation of this ordinance. Notice is given by both posting upon the land where the violation occurs one or more copies of a poster stating the violation, and by mailing a copy of the order by certified mail to the person whose activity is in violation of this ordinance. The order shall specify that the activity must cease.
 - (b) Any permit revocation or order stopping work shall remain in effect unless retracted by the Village Board, Administering Authority, or designated representative, or by a court of general jurisdiction; or until the activity is brought into compliance with this ordinance.

Part V. VIOLATIONS.

- (1) **Penalties.** Any person who violates, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this ordinance shall be subject to a forfeiture of not less than \$10 or more than \$250 plus costs of prosecution for each violation. An unlawful violation includes failure to comply with any standard of this ordinance or with any condition or qualification attached to the permit. Each day that a violation exists shall be a separate violation.
- (2) **Enforcement of Injunction.** As a substitute for, or an addition to forfeiture actions, the Administering Authority may seek enforcement of any part of this ordinance by court actions seeking injunctions or restraining orders.

VI. APPEALS.

- (1) **Authority.** The Village Board of Zoning Appeals shall act as an appeal authority under §68.09(2), Wis. Stats., and is therefore authorized to hear and decide appeals of any order, requirement, decision, or determination by the Administering Authority for this ordinance.
- (2) **Procedure.** The rules, procedures, duties and powers of the Village Board of Zoning Appeals and the provisions of Ch. 68, Wis. Stats., shall apply to appeals under this ordinance.
 - (a) A request for an appeal shall be filed with the Village Clerk within 30 days of action or decision to be appealed. The appeal request shall specify whether an interpretation of ordinance requirements or a variance is sought and the grounds thereof.
 - (b) The appeal shall be heard by the Village Board of Zoning Appeals at a regularly scheduled meeting with public notice as required by §19.81, Wis. Stats. The appeal shall be heard within 45 days of the date the appeal is filed with the Village Clerk. A copy of the meeting notice shall be sent to the applicant. The Village Clerk shall transmit to the Village Board of Zoning Appeals all documents constituting the record from which the appeal was taken.
 - (c) A written decision regarding the appeal shall be made within a reasonable time.
 - (d) The final decision on an appeal shall be in the form of a written determination signed by the Chairperson of the Village Board of Zoning Appeals. The determination shall state the specific facts, which are the basis for the Board's decision and shall either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, deny the appeal for lack of justification or grant or deny the application for a variance. The reasons or justifications for granting an appeal including a description of the hardship or practical difficulty which was demonstrated by the applicant in the case of a variance, shall be clearly stated in the recorded minutes of the Board's meeting.

- (3) **Who May Appeal.** Appeals may be taken by any person having a substantial interest which is adversely affected by the order, requirement, decision, or determination made by the Administering Authority.
- (4) **Variances.**
- (a) The Village Board of Zoning Appeals may upon appeal authorize a variance from the requirements of this ordinance when, upon showing by the applicant, unnecessary hardship would result from a literal enforcement of this ordinance. The granting of a variance for unnecessary hardship shall:
1. Be consistent with the spirit and purpose of this ordinance as stated in sub. Part I. of this ordinance.
 2. Not permit an activity or practice that may fail structurally or otherwise and cause significant water pollution or other offsite impacts.
 3. Be due to unique circumstances and not to the general conditions of the area.
 4. Not be granted for a self-created hardship.
 5. Not be granted unless it is shown that the variance will not be contrary to the public interest and will not be damaging to the right of other persons.
 6. Not be granted solely based on economic gain or loss.
 7. Not be granted solely on the fact that certain conditions existed prior to the effective date of the ordinance.
- (b) The Village Board of Zoning Appeals may authorize a variance from the requirements of this ordinance contingent on the applicant receiving a variance from the technical standards through the Natural Resources Conservation Service or other qualified engineering authority if applicable. If public funds are involved, this may be a program requirement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VILLAGE OF GERMANTOWN AND WASHINGTON COUNTY**

Whereas, the Village of Germantown (herein referred to as the "Village") and the Washington County Planning and Parks Department, Land Resources Division (hereinafter referred to as the "County") both recognize that storage of animal waste in storage facilities that do not meet technical design and construction standards may cause pollution of the ground and surface waters; and

Whereas, the County has adopted Chapter 16 of the County Code entitled "Animal Waste Storage Facility Ordinance" (herein referred to as the "Model Ordinance") which regulates the location, design, construction, installation, alteration, use and closure of animal waste storage facilities; and the management of wastes from these facilities; and

Whereas, the Village has adopted Section 17.59 of the Village Zoning Code entitled "Animal Waste Storage Facilities Ordinance" (herein referred to as the "Ordinance") based on a model of the County's ordinance; and

Whereas, §66.0301 Wis. Stats., entitled "Intergovernmental Cooperation," provides that any municipality may contract with another municipality for the furnishing of services and the joint exercise of power or duty required or authorized by law; and

Whereas, under the authority of §92.07(7), Wis. Stats., the County offers administrative and technical services to local municipalities to implement the model ordinance within Washington County.

Now, Therefore, in consideration of these premises, the Village and the County hereby agree to cooperate and exercise their municipal powers jointly to implement the model ordinance within the Village in accordance with the following:

1 GENERAL PROVISIONS

- 1.1 **Ordinance Administrator.** The County will, through execution of this agreement, serve as "Ordinance Administrator" or "Administering Authority" for the ordinance.
- 1.2 **General Duties.** The County will complete on-site evaluations, process permit applications, make all applicable technical determinations, approve waste storage facility plans, issue and enforce Animal Waste Storage Permits, and carry out all other duties of the Ordinance Administrator as described in the model ordinance.
- 1.3 **Costs.** The County will provide the services associated with the model ordinance and this agreement at no cost to the Village. The County will develop and periodically update a fee schedule for permits through the model ordinance. The County will retain all fees collected.
- 1.4 **Records.** The County will maintain all records associated with administering the model ordinance and this agreement and make those records available to the Village and for public records access according to law.

2 VILLAGE/COUNTY ADMINISTRATIVE PROCEDURES

To coordinate activities and provide for effective communication between the Village and the County, both parties agree to provide the other copies of all correspondence that occurs during the process of administering the model ordinance and other related activities. In addition, the following procedures will be adhered to:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VILLAGE OF GERMANTOWN AND WASHINGTON COUNTY**

- 2.1 **Plan Review/Approval Procedures.** The Village will invite the County to participate in all initial site visits for proposed developments that involve existing or proposed waste storage facilities or other applicable developments, notify the County of Village meetings scheduled to review projects and provide copies of plans and other materials to the County. If an Animal Waste Storage permit is desired or determined to be needed, the Village will not approve building or site development plans until an Animal Waste Storage Facility permit is issued by the County. The County may issue an Animal Waste Storage Facility permit contingent on receiving certain additional information, if necessary.
- 2.2 **Financial Guarantee.** The County will require a cash bond to ensure compliance with the provisions of the model ordinance. Due to the differing timelines that may be involved with completing various projects, the cash bond will be independent of any other financial guarantees that may be required by the Village. The County will establish the amount of the cash bond and the conditions for release in accordance with the model ordinance provisions.
- 2.3 **Permit Enforcement Procedures.**
- 2.3.1 Inspection/Enforcement. After a permit is issued, the permit holder will be required to provide the Village and County with an approved set of plans. Any complaints by local landowners or concerns by Village officials will be immediately conveyed to the County for inspection and enforcement purposes.
- 2.3.2 Warnings. It is understood that before a citation, stop work order or other enforcement measures are implemented, a written warning will be issued by the County. A copy of any warnings issued will be provided to the Village Administrator.
- 2.3.3 Citations, and other Enforcement Measures. All enforcement actions will be referred to and issued by the Village Zoning Administrator or duly appointed deputy except when the violation is an immediate and significant threat to the public or the environment, as determined by the County.
- 2.4 **Appeals.** The Village Board of Appeals will hear all appeals related to the implementation of the model ordinance. The County will provide all necessary background information and a staff report and will inform the Board on matters which involve County services under this agreement.
- 2.5 **Legal Services.** This agreement does not involve the provision of legal services to the Village. Legal advice and representation to the Village Board, the Village Board of Appeals and Village Officials shall be provided by the Village's legal counsel. All prosecution of violations, whether by citation or lawsuit, will be done at the direction of the Village Board, using the attorney designated by the Village. Notwithstanding this provision, the opinions of the County Attorney regarding County implementation of the model code and this agreement will be provided to the Village for the Village's information. Under those circumstances where the text of the model ordinance is directly challenged, the County will consider authorizing the County Attorney to provide assistance in defending the text of the code, in order to relieve the Village of the burden of defending the model ordinance on behalf of the County.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VILLAGE OF GERMANTOWN AND WASHINGTON COUNTY**

3 VILLAGE POLICIES

It is the policy of the Village to require the construction of waste storage facilities, or the abandonment thereof, be installed in a timely manner that minimizes soil erosion, environmental damage and future maintenance problems. The County will ensure that applicable Village policies are adhered to during the preparation and implementation of waste storage facilities through the model ordinance.

4 LONG TERM MAINTENANCE OF WASTE STORAGE FACILITIES

The following procedures are aimed to ensure the proper long-term maintenance of animal waste storage facilities and management of waste stored in these facilities within the Village. Proper maintenance will help minimize structure failure and possible damages and ensure that each facility continues to serve their designed function; the development of an annual nutrient management plan by the responsible party will help ensure the land application of stored animal waste is done environmentally and in an agronomically acceptable manner.

- 4.1 **Database.** The County will create and maintain a computerized map and database of all waste storage facility permits issued in the Village, including: basic design data, the year it was installed, ownership and maintenance responsibilities, and a record of any inspections completed.
- 4.2 **Inspections.** The County will conduct periodic on-site inspections of waste storage facilities and review of nutrient management plans, and produce a written report concerning the current condition of each facility inspected. During the inspection, the County may complete simple maintenance measures such as clearing debris and brush in and around structures.
- 4.3 **Notification.** If other maintenance action is recommended, the County will discuss the needs with the Village and jointly establish deadlines for the work to be completed by the responsible party. All this information will be included in the County inspection report, which will be provided to the responsible party by certified mail, with a copy to the Village.
- 4.4 **Enforcement.** The Village and the County will jointly enforce any maintenance requirements outlined in the inspection report, including using municipal equipment and/or contracting with a competent, professional contractor to complete maintenance work that is not completed by the responsible party within the established deadlines. The Village will use their special assessment authority to recover all County or Village costs incurred if necessary.
- 4.5 **Disclaimer.** It is understood that the County does not certify the design, construction or performance of any waste storage facility in the Village, regardless of the conditions noted in an inspection report.

5 MISCELLANEOUS PROVISIONS

- 5.1 **Entire Agreement.** This Agreement contains the entire agreement of the parties and may not be modified unless such a modification is in writing, approved by the governing body of each party and duly executed by the authorized representative.
- 5.2 **Previous Agreement.** To the extent that the parties have previously agreed upon any matter which is the subject of this Agreement, this Agreement shall supersede all previous verbal or written agreement between the parties as to that issue or issues.
- 5.3 **Effective Date.** The effective date of this Agreement shall be the date upon which it is executed by both parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VILLAGE OF GERMANTOWN AND WASHINGTON COUNTY**

- 5.4 **Agreement Terms.** This Agreement shall remain in effect unless terminated by either party in accordance with the procedures below. The specific terms of this Agreement shall be reviewed annually by both parties and renegotiated or updated in writing as necessary.
- 5.5 **Termination.** The County or the Village may terminate this Agreement at any time upon sixty (60) days written notice to the other.
- 5.6 **Effect of Agreement.** The County and the Village recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the County and other entities.
- 5.7 **Conflict Resolution.** Any conflict between the parties arising out of this agreement or the model ordinance shall be first referred to the Village Attorney and County Attorney for review. The County Attorney and Village Attorney shall report to the Land Conservation Committee and Village Board making their joint or separate recommendations regarding the dispute. If a dispute remains, the parties shall enter mediation to attempt to resolve any dispute.
- 5.8 **Severability.** If any clause, provision or section of this Agreement is declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.
- 5.9 **Binding Agreement.** This Agreement when fully executed shall be binding upon the parties hereto, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Each party hereto represents and warrants that they have the right, power, legal capacity and authority to enter into and perform their respective obligations set forth herein. This agreement has been approved by the Village of Germantown on _____ (date) and the County Executive on _____ (date)

Signed by the Village of Germantown:

_____ , Village President	_____ Date
_____ , Village Administrator	_____ Date

Signed by Washington County:

_____ Josh Schoemann, County Executive	_____ Date
_____ Ashley Reichert, County Clerk	_____ Date

VILLAGE BOARD OF
VILLAGE OF GERMANTOWN, WISCONSIN

RESOLUTION NO. 29-2021

RESOLUTION AUTHORIZING AMENDMENTS TO
\$2,140,000 VILLAGE OF GERMANTOWN, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BONDS,
SERIES 2015 (MACHINING CONCEPTS INC. PROJECT)
ISSUED ON FEBRUARY 12, 2015

WHEREAS, the Village of Germantown, Wisconsin (the “Issuer”) entered into a Bond Agreement dated as of February 1, 2015 (the “Bond Agreement”) by and among the Issuer, Germantown Realty Investment LLC, a Wisconsin limited liability company (the “Original Borrower”), BMO Harris Bank N.A., as trustee (the “Trustee”), and BMO Harris Bank N.A., as purchaser (the “Original Purchaser”), relating to the issuance of \$2,140,000 Village of Germantown, Wisconsin Industrial Development Revenue Bonds, Series 2015 (Machining Concepts Inc. Project) (the “Bonds”); and

WHEREAS, the Issuer loaned the proceeds of the Bonds (the “Loan”) to the Original Borrower for the purpose of financing a project consisting of the construction and equipping of an approximately 34,500 square foot manufacturing facility located at W188 N12050 Maple Road in the Village of Germantown, Wisconsin (the “Facility”) to be owned by the Original Borrower and originally leased to Machining Concepts Inc., a Wisconsin corporation (now known as MCI Liquidation, Inc.) to manufacture precision-machined products; and

WHEREAS, to evidence the Loan from the Issuer, the Original Borrower has executed and delivered a Promissory Note dated February 12, 2015 (the “Original Borrower’s Promissory Note”) payable to the Issuer, which the Issuer has assigned to the Trustee; and

WHEREAS, effective September 27, 2021 (the “Assumption Date”), pursuant to an Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) among the Original Borrower, MC Realty LLP, a Wisconsin limited liability partnership (the “New Borrower”), the Original Purchaser and the Trustee, the New Borrower will assume certain obligations of the Original Borrower which have been assigned to the New Borrower by the Original Borrower as set forth in the Assignment and Assumption Agreement, including but not limited to, the Original Borrower’s obligations under the Bond Agreement and the Original Borrower’s Promissory Note; and

WHEREAS, the New Borrower and the Original Purchaser desire to amend certain terms of the Bond Agreement pursuant to a First Amendment to Bond Agreement dated September 27, 2021 (the “Amendment”) to be entered into among the Issuer, the New Borrower, the Original Purchaser and the Trustee, with forms of the amended Bond to be issued by the Issuer and the replacement Promissory Note to be delivered by the New Borrower attached thereto; and

WHEREAS, it is a requirement of the Bond Agreement that any such amendment of the Bond Agreement be approved by the Issuer.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Issuer as follows:

Section 1. Findings and Determinations.

It is hereby found and determined that under the provisions of Section 66.1103 of the Wisconsin Statutes, the Bonds shall remain limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against its general credit or taxing powers or a pecuniary liability of the Issuer.

Section 2. Approvals and Authorizations.

2.01. The Amendment is hereby approved. The Village President and the Village Clerk are authorized and directed in the name and on behalf of the Issuer to execute the Amendment, to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's counsel and bond counsel, including an amended Bond and an assignment of the Promissory Note of the New Borrower to the Trustee.

2.02. The Village President, the Village Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Amendment, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

2.03. The approval given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's counsel and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

2.04. The Bonds shall continue to be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the New Borrower, pursuant to the Bond Agreement and the Amendment. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer has pledged and assigned to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

Passed and adopted at a regular meeting of the Village Board of the Village of Germantown
this 20th day of September, 2021.

APPROVED:

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

CERTIFICATION BY VILLAGE CLERK

I, Deanna Braunschweig, being first duly sworn, hereby certify that I am the duly qualified Village Clerk of the Village of Germantown, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Village Board; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled:

RESOLUTION AUTHORIZING AMENDMENTS TO
\$2,140,000 VILLAGE OF GERMANTOWN, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2015
(MACHINING CONCEPTS INC. PROJECT)
ISSUED ON FEBRUARY 12, 2015

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Village Board of the Issuer at a meeting held at Village Hall, N112 W17001 Mequon Road, Germantown, Wisconsin at ____ p.m. on September 20, 2021 at a regular meeting of the Village Board and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following trustees were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all trustees who desired to do so had expressed their views for or against said Resolution, the

question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED:

_____	_____
_____	_____

Whereupon the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Issuer hereto on this 20th day of September, 2021.

VILLAGE OF GERMANTOWN,
WISCONSIN

[SEAL]

By: _____
Deanna Braunschweig, Village Clerk

511 North Broadway, Suite 1100
Milwaukee, WI 53202
Phone: 414-273-2100
Fax: 414-223-5000

September 27, 2021

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

BMO Harris Bank, N.A.
3155 North 124th Street
Brookfield, WI 53005

Assumption of Bonds by MC Realty LLP relating to:
\$2,140,000
Village of Germantown, Wisconsin
Industrial Development Revenue Bonds, Series 2015
(Machining Concepts Inc. Project)

(\$1,686,181.26 principal amount outstanding on date of assumption 09/27/2021)

We have acted as bond counsel in connection with the issuance by the Village of Germantown, Wisconsin (the “Issuer”) of its \$2,140,000 Village of Germantown, Wisconsin Industrial Development Revenue Bonds, Series 2015 (Machining Concepts, Inc. Project) (the “Bonds”) issued on February 12, 2015. The Bonds were issued pursuant to Section 66.1103 of the Wisconsin Statutes and under a Bond Agreement dated as of February 1, 2015 (the “2015 Bond Agreement”) among the Issuer, Germantown Realty Investment LLC, a Wisconsin limited liability company (the “Original Borrower”), BMO Harris Bank N.A., as trustee (the “Trustee”), and BMO Harris Bank N.A., as purchaser (the “Original Purchaser”).

Effective September 27, 2021 (the “Assumption Date”), pursuant to an Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) among the Original Borrower, MC Realty LLP, a Wisconsin limited liability partnership (the “New Borrower”), the Original Purchaser, and the Trustee, the New Borrower will assume certain obligations of the Original Borrower which have been assigned to the New Borrower by the Original Borrower as set forth in the Assignment and Assumption Agreement, including but not limited to, the Bond Agreement and the Original Borrower’s Promissory Note

The New Borrower and the Original Purchaser have entered into a First Amendment to Bond Agreement dated September 27, 2021 (the “Amendment” and collectively with the 2015 Bond Agreement, the “Bond Agreement”) to modify certain interest rate provisions, and the New Borrower will be the sole borrower under the Bond Agreement and Promissory Note (the “Modification”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Agreement.

For purposes of this opinion letter, we have examined: (i) executed counterparts of the Amendment and (ii) such other papers and documents as we have considered necessary and appropriate to render this opinion letter.

Based upon the foregoing, we are of the opinion that, under existing law, the Modification (a) is permitted under the Bond Agreement and (b) will not, in and of itself, adversely affect the validity of the Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Bonds would otherwise be entitled. Except as provided in the preceding sentence, we express no opinion regarding any federal tax consequences arising with respect to the Bonds.

This opinion letter relates only to the Modification. Except as specifically provided above, we have not addressed or undertaken the review of any actions that may have been taken or not taken or any events which may have occurred or not occurred since we rendered our original approving opinion relating to, among other things, the exemption from federal income taxation of the interest on the Bonds which may affect the tax-exempt status of the interest on the Bonds or which might change the opinions expressed in our approving opinion and, therefore, we do not express any opinion as to the current tax-exempt status of the interest on the Bonds. This opinion letter deals only with the specific legal issues that it explicitly addresses, and no opinions may be inferred or implied beyond the matters expressly contained herein.

The opinions expressed herein are based upon those facts and circumstances in existence and laws in effect on the date hereof. We assume no obligation or responsibility to determine or to inform any person whether any actions taken or not taken or events occurring or not occurring or any matters coming to our attention after the date hereof may adversely affect the validity or enforceability of, or the tax status of interest on, the Bonds. This opinion letter is rendered as of the date hereof and we assume no obligation to update or supplement this letter to reflect any facts or circumstances that may subsequently come to our attention or any changes in law that may hereafter occur.

Very truly yours,

HUSCH BLACKWELL LLP

The background of the entire image is a dense, overlapping field of three-dimensional numbers (0-9) in various shades of light blue. The numbers are rendered with soft shadows, giving them a sense of depth and volume. They are scattered across the frame, with some appearing larger and more prominent than others, creating a complex, textured visual effect.

2022 RECOMMENDED BUDGET

Department of
Administration

2022 Budget Themes



Controlling the Tax Burden

- Decrease in Tax Rate
- Decrease in Debt Service Levy
- Total Levy increase of 0.7%
- No TID Net New Construction



Updating Village Systems

- Financial Management software
- Comprehensive IT Management
 - Server/Exchange Update



Investment in Infrastructure

- Maintain Asphalt/Road funding levels
- \$3 million in Utility infrastructure
- Upgrades to park facilities



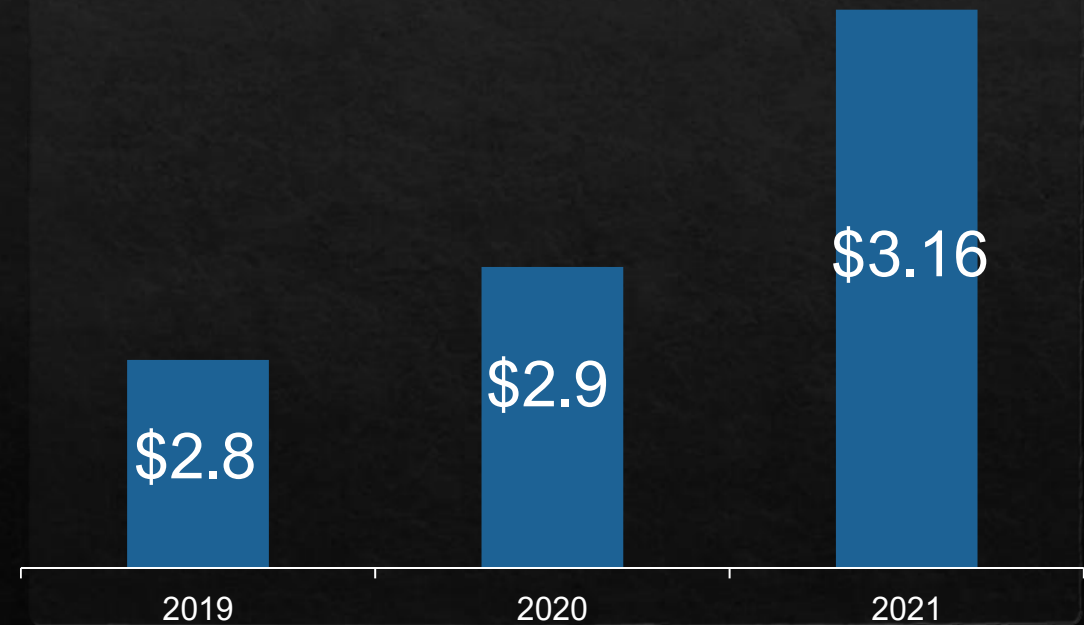
Employee Centric

- 2.5% Pay Adjustment
- Additional Mechanic
- Health Insurance changes

Growth and Net New Construction

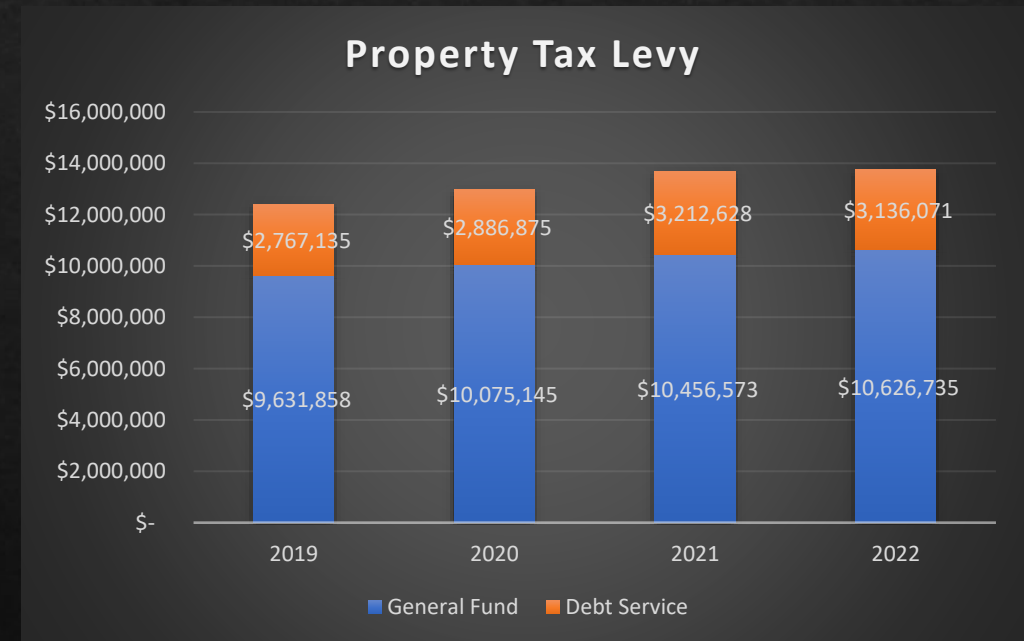
- ◇ \$3,157,994,500 in 2021 Equalized Value
 - ◇ 9% increase over 2020
- ◇ 2.54% Net New Construction
 - ◇ \$265,597 (TID-In)
 - ◇ \$170,162 (TID-Out)

Equalized Value in Billions



2022 Proposed Property Tax Levy

- ◇ \$13,762,806 Village Levy
- ◇ \$93,605 increase over 2021
 - ◇ 0.7% increase over 2021 Budget
- ◇ Recommended Budget includes Net New Construction without the TIDs



Impact on
\$250,000
Home



2021 Taxes



\$250,000

4.79

\$1,197

Change

0%

Tax Rate

Taxes Paid

2022 Taxes



\$250,000

4.74

\$1,185

	Change	
\$250,000	0%	\$250,000
4.79	Tax Rate	4.74
\$1,197	Taxes Paid	\$1,185

The owner of a \$250,000 home in 2022
will pay

\$12 Less

in Village property taxes on average under
the recommended budget

2021 Taxes



\$250,000

\$4.79

\$1,197

Change

1.76%

Tax Rate

Taxes Paid

2022 Taxes



\$254,407

\$4.74

\$1,206

The owner of a \$250,000 home in 2021
will pay
\$6 More

in Village property taxes on average under
the recommended budget

General Fund Highlights

- 11% increase to Health Insurance
- New Financial Management Software
- 2.5% Pay Adjustment
- Increased revenues in Community Development & Recreation Depts.

Type	2021	2022	Change (\$)	Change (%)
Expenses	\$17,548,091	\$18,244,375	\$696,284	3.97%
Revenues	\$7,091,518	\$7,617,640	\$526,122	7.42%
Tax Levy	\$10,456,573	\$10,626,735	\$170,162	1.63%

General Fund – Parking Lot Items

- ◆ \$392,500 in additional projects
- ◆ TID-In = \$95,000

Department	Description	Project	Amount
Clerk's Office	Miscellaneous Equipment	Clerk's Office Equipment	\$ 15,000
Building and Grounds	Major Repairs - Fire Co Bldg	Floor Replacement	\$ 13,000
	Major Repairs - Survive Alive House	Survive Alive - Roof Replacement	\$ 20,000
	Major Repairs - Survive Alive House	Survive Alive - Exterior Painting	\$ 14,000
	Major Repairs – Senior Center	Additional Insulation	\$13,000
DPW/Engineering	Contract Services	Pond Inspection	\$ 27,000
	Contract Services	Small Projects - GRAEF	\$ 25,000
	Contract Services	Pond Program	\$ 12,000
	Miscellaneous Equipment	Squad Cars	\$100,000
Assessor	Contracted Services	2022 Reassessment	\$ 50,000
Parks	Miscellaneous Equipment	Kinderberg Interior/Exterior Painting	\$ 22,000
	Land Improvements	Alt Bauer Burn Removal	\$ 20,000
	Land Improvements	Dheinsville Drainage	\$ 35,000
Planning and Zoning	Contracted Services - Planning	CivicPlus Permitting	\$ 26,500

*Police squad cars in capital budget

Impact on
\$250,000
Home TID-IN



2021 Taxes



\$250,000

\$4.79

\$1,197

Change

0%

Tax Rate

Taxes Paid

2022 Taxes



\$250,000

\$4.77

\$1,192

The owner of a \$250,000 home in 2022
will pay on average
\$6 more
in Village property taxes than in the
recommended budget,
if TID Net New Construction is included

2021 Taxes



\$250,000

\$4.79

\$1,197

Change

1.76%

Tax Rate

Taxes Paid

2022 Taxes



\$254,407

\$4.77

\$1,213

	Change	
\$250,000	1.76%	\$254,407
\$4.79	Tax Rate	\$4.77
\$1,197	Taxes Paid	\$1,213

The owner of a \$250,000 home in 2022
will pay on average
\$7 more
in Village property taxes than in the
recommended budget,
if TID Net New Construction is included

Department	Item Description	Borrowing	Roll-Over	Library Capital	Impact Fees	Other Funding Sources	TOTAL BUDGET
Data Processing							
	New Financial Management Software	\$ 300,000	\$ -	\$ -	\$ -		\$ 300,000
Buildings & Grounds							
	Roof replacement 70K, Exterior painting 25K.	\$ 95,000	\$ -	\$ -	\$ -		\$ 95,000
	Fire suppression main line replacement / nitrogen generator.	\$ 60,000	\$ -	\$ 60,000	\$ -		\$ 120,000
Police Department							
	Upgrade ProPheonix	\$ 35,000	\$ -	\$ -	\$ -		\$ 35,000
	2 Squad Cars	\$ 100,000	\$ -	\$ -	\$ -		\$ 100,000
Fire Department							
	UTV and drop ins, brush truck drop in, staff vehicle	\$ 145,000	\$ -	\$ -	\$ -		\$ 145,000
	SCBA and bottles replacement (end of Life)	\$ 275,000	\$ -	\$ -	\$ -		\$ 275,000
DPW/Engineering							
	Survey Equipment Software Upgrade	\$ -	\$ 40,000	\$ -	\$ -		\$ 40,000
	Public Works Campus	\$ -	\$ 23,330,178	\$ -	\$ -		\$ 23,330,178
	Sidewalk Program	\$ 10,000	\$ 15,000	\$ -	\$ -		\$ 25,000
	Freistadt-Maple Signalization		\$ 99,684	\$ -	\$ -		\$ 99,684
	Land Required for increased ROW to construct Century Ln	\$ 80,000	\$ -	\$ -	\$ -		\$ 80,000
	Woodland Dr Area Drainage Improvements	\$ 40,000	\$ -	\$ -	\$ -		\$ 40,000
Highway							
	Single axle patrol truck, Bucket truck.	\$ 380,000	\$ -	\$ -	\$ -		\$ 380,000
	Asphalt Paving (Use \$100k from goldendale Transfer)	\$ 1,400,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,500,000
	Mequon Road Lighting	\$ 176,000	\$ 229,000	\$ -	\$ -		\$ 405,000
Recycling Center							
	Wheel loader, with bucket and forks	\$ 225,000					\$ 225,000
Library							
	New Building Plan and Design	\$ -	\$ -	\$ 150,000	\$ 150,000		\$ 300,000
Recreation							
	Dheinsville Bird Netting	\$ 35,000	\$ -	\$ -	\$ -		\$ 35,000
	Kinderberg Tennis Courts (30k) Ball Diamonds Renovations (60k)	\$ 90,000	\$ -	\$ -	\$ -		\$ 90,000
Parks							
	Pick-up replaces #302.	\$ 45,000	\$ -	\$ -	\$ -		\$ 45,000
	Tractor loader	\$ 45,000	\$ -	\$ -	\$ -		\$ 45,000
	TOTALS	\$ 3,536,000	\$ 23,713,862	\$ 210,000	\$ 150,000	\$ 100,000	\$ 27,709,862

<u>Department</u>	<u>Description</u>	<u>Amount</u>
DPW	Extend san/wtm on CTH Q to Lannon Rd	\$42,000
	Maple/Lannon Rd – Intersection Improvement (HSIP)	\$80,000
Recreation	Community Park	\$1,000,000
	Village Trail Network Plan	\$30,000

Capital Fund – Parking Lot Items

2022 Budget Next Steps

- ◆ Schedule COW Meetings
- ◆ Finalize Health Insurance Changes
- ◆ Finalize State Aid and Intgov Revenues

Assumption of Bonds by MC Realty LLP relating to:
\$2,140,000
Village of Germantown, Wisconsin
Industrial Development Revenue Bonds, Series 2015
(Machining Concepts Inc. Project)
(\$1,686,181.26 principal amount outstanding on date of assumption 09/27/2021)

FIRST AMENDMENT TO BOND AGREEMENT

This First Amendment to Bond Agreement (the “Amendment”) is made and entered into as of September 27, 2021 by and among the VILLAGE OF GERMANTOWN, WISCONSIN (the “Issuer”), MC Realty LLP, a Wisconsin limited liability partnership (the “New Borrower”), BMO HARRIS BANK N.A., as trustee (the “Trustee”), and BMO HARRIS BANK N.A., as original purchaser (the “Original Purchaser”), in conjunction with the \$2,140,000 Village of Germantown, Wisconsin Industrial Development Revenue Bonds, Series 2015 (Machining Concepts Inc. Project) (the “Bonds”).

RECITALS

WHEREAS, the Bonds were issued on February 12, 2015 pursuant to a Bond Agreement dated as of February 1, 2015 by and among the Issuer, Germantown Realty Investment LLC, a Wisconsin limited liability company (the “Original Borrower”), the Original Purchaser, and the Trustee (as amended by this Amendment, the “Bond Agreement”) to finance a project on behalf of the Original Borrower consisting of the construction and equipping of an approximately 34,500 square foot manufacturing facility located at W188 N12050 Maple Road in the Village of Germantown, Wisconsin (the “Facility”) to be owned by the Original Borrower and originally leased to Machining Concepts Inc., a Wisconsin corporation (now known as MCI Liquidation, Inc.) to manufacture precision-machined products; and

WHEREAS, to evidence the loan of Bond Proceeds from the Issuer, the Original Borrower have executed and delivered a Promissory Note dated February 12, 2015 (the “Original Borrower’s Promissory Note”) payable to the Issuer, and the Issuer has assigned the Original Borrower’s Promissory Note to the Trustee; and

WHEREAS, effective September 27, 2021 (the “Assumption Date”), pursuant to an Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) among the Original Borrower, the New Borrower, the Original Purchaser, and the Trustee, the New Borrower will assume certain obligations of the Original Borrower which have been assigned to the New Borrower by the Original Borrower as set forth in the Assignment and Assumption Agreement, including but not limited to, the Bond Agreement and the Original Borrower’s Promissory Note; and

WHEREAS, on the Assumption Date, the New Borrower will be the sole Borrower under the Bond Agreement and shall execute a new Promissory Note to be issued to the Issuer and assigned to the Trustee in replacement of the Original Borrower's Promissory Note; and

WHEREAS, the outstanding principal amount of the Bonds (and the Bond payments due under the Original Borrower's Promissory Note to be assumed by the New Borrower) as of September 27, 2021 is \$1,686,181.26; and

WHEREAS, Section 10.02 of the Bond Agreement provides that the Bond Agreement may be amended with the consent of the Borrower and approved by requisite consent of the bondowners, and the New Borrower (as the sole Borrower) and the Original Purchaser (as the sole bondowner), have given such consent as evidenced by their respective signatures to this Amendment.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer, the New Borrower, the Original Purchaser and the Trustee amend the Bond Agreement as follows:

1. Amendment to Definition of "Borrower" and "Borrower's Address"; Addition of New Defined Term "Loan Agreement". The definitions of "*Borrower*" and "*Borrower's Address*" set forth in Section 1.01 of the Bond Agreement are amended as follows:

"Borrower" means MC Realty LLP, a Wisconsin limited liability partnership."

"Borrower's Address: The address which the Borrower designates for the delivery of notices hereunder. Until changed by notice from an Authorized Representative of the Borrower to the Issuer, the Trustee and the Original Purchaser, the Borrower's address shall be:

MC Realty LLP
c/o Machining Concepts LLC
W188 N12050 Maple Road
Germantown, WI 53022
Attn: Ronald J. Fedder
Phone: (262) 345-5999
Fax: (262) 415-8120

The new defined term "*Loan Agreement*" is added to Section 1.01 of the Bond Agreement as follows:

"Loan Agreement" means the Loan Agreement dated September 27, 2021, as amended from time to time, between BMO Harris Bank N.A. and MC Realty LLP, a Wisconsin limited liability partnership."

2. **Amendment to Section 2.03 – Interest on the Bonds.** Section 2.03 of the Bond Agreement is deleted in its entirety and replaced with the following:

“ (a) Commencing on September 27, 2021 through October 11, 2021, the Bonds shall bear interest at a variable rate equal to:

$(\text{LIBOR Rate} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$

(b) Commencing on October 12, 2021 through October 11, 2026, the Bonds shall bear interest at a fixed rate calculated pursuant to the following formula:

$(\text{5-Year Treasury Rate} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$

(c) Commencing on October 12, 2026, and as reset on each Reset Date thereafter, the Bonds shall bear interest at a variable rate or fixed rate, as selected by Borrower in writing, with the consent of the Original Purchaser, and delivered to the Trustee not less than 30 nor more than 60 days prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then the Borrower shall be deemed to have made an election at the variable rate), which election shall be irrevocable, for such Reset Period equal to:

(i) A variable rate equal to:

$(\text{LIBOR Rate} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$

-OR-

(ii) A fixed rate for a period of five (5) years, which shall be reset on each Reset Date, calculated pursuant to the following formula:

$(\text{5-Year Treasury Rate} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$

The Bonds shall bear interest at the rate determined according to the above interest rate formula selected by the Borrower, for the duration of such Reset Period. Notwithstanding the foregoing, the interest rate on the Bonds shall never exceed the Maximum Rate. Interest on the Bonds shall be paid by the Issuer solely from payments to be made by the Borrower.

(d) **Interest Rate Adjustment on Bonds in the Event of Change in Corporate Tax Rate.** The interest rates on the Bonds shall be subject to adjustment in the event of an increase or decrease in the Corporate Tax Rate of the Original Purchaser after the issuance date of the Bonds, with such change in the interest rate to be effective as of the date of the increase or decrease in the Corporate Tax Rate of the Original Purchaser. The rates of interest on the Bonds (other than the interest rate in effect following a Determination of Taxability) shall be decreased (in the case of an increase in the Corporate Tax Rate) or increased (in the case of a decrease in the Corporate Tax Rate) so that the effective interest rate to the Original Purchaser, after taking into account such increase or decrease in the Corporate Tax Rate shall be the same yield to the Original Purchaser as was in effect prior to such change in the Corporate Tax Rate. “Corporate Tax Rate” means the highest stated statutory rate of federal income tax imposed on corporations, disregarding any surcharges or surtaxes.

(e) The following definitions are applicable to the foregoing formulas and to the remainder of this Section 2.03 and Section 2.08:

(i) “5-Year Treasury Rate” means, as of any date, the 5-Year Treasury Constant Maturities interest rate as most recently published by the Board of Governors of the Federal Reserve System, published in Release H.15 (currently available at www.federalreserve.gov/releases/h15/update); provided, however, that if such rate is not available on H.15 then such rate shall be otherwise independently determined by Original Purchaser from an alternate, substantially similar independent source or shall be calculated by a substantially similar methodology as that theretofore used to determine such offered rate on H.15. Each determination of the 5-Year Treasury Rate made by Original Purchaser shall be final and conclusive, absent manifest error. If the 5-Year Treasury Rate is not available because it is a weekend or holiday or for another reason, the 5-Year Treasury Rate shall be established as of the preceding day on which the Board of Governors of the Federal Reserve System published the 5-Year Treasury Rate.

(ii) “Credit Spread” means such Credit Spread as determined by the Original Purchaser for a similarly situated borrower as the Borrower based on the Original Purchaser’s then-current underwriting standards, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions and current and historical operating performance and which Credit Spread in the opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Bonds would otherwise be entitled.

(iii) “LIBOR Rate” means, for any month, the One Month London Interbank Offered Rate (LIBOR) as reported on Bloomberg Financial Market’s terminal screen entitled “Official ICE LIBOR Fixings” as reported two London Business Days prior to the first day of such month, unless such rate is no longer available or published, in which case such rate shall be at a comparable index rate selected by the Original Purchaser with notice to the Borrower in accordance with the Loan Agreement. The Original Purchaser shall determine the interest rate applicable to the Bonds based on the foregoing, and its determination thereof shall be conclusive and binding except in the case of manifest error. Original Purchaser will disclose to Borrower the current LIBOR Rate upon Borrower’s request. The interest rate change will not occur more often than each first Business Day of each calendar month and will become effective without notice to the Borrower.

(iv) “London Business Day” means a Business Day on which dealings in United States dollars are carried on in the London interbank market.

(v) “Maximum Rate” means twenty percent (20%) per annum.

(vi) “Reset Date” means the first day of each Reset Period.

(vii) “Reset Period” means (A) while the Bonds bear interest at a fixed rate, each period of five (5) years from each Reset Date through the day immediately

preceding the next Reset Date or the maturity date of the Bonds (as applicable) and (B) while Bonds bear interest a variable rate, each period commencing on the twelfth day of the month through the eleventh day of the next succeeding month or the maturity date of the Bonds (as applicable).

(viii) “Tax-Exempt Multiplier” means the tax-exempt multiplier determined from time to time by the Original Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code, initially 82% on the date of this Amendment.

(ix) “Tender Date” means October 12, 2026, and thereafter, every five (5) years following the initial Tender Date.

(f) The Original Purchaser shall provide the Borrower and the Trustee with such information as to historical and current interest rates as the Borrower and the Trustee shall reasonably request from time to time.

(g) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(h) Interest on the Bonds shall be payable on the twelfth day of each month, commencing on October 12, 2021. Interest on the Bond is computed on a 360-day year, actual days elapsed; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Bond.

Interest shall accrue only on principal amounts actually deposited and from the date such amounts are actually deposited into the Project Fund pursuant to Section 3.01 and Section 4.02 of this Bond Agreement.

(i) Principal payments on the Bonds shall be payable as optional redemptions as provided in the Loan Agreement.

(j) Overdue principal and interest on the Bonds shall (to the extent legally enforceable) bear interest at the Default Rate. Any interest on any Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee. All unpaid principal and interest shall be paid on February 1, 2045.”

3. Amendment of Bonds.

a. The Amended Bond shall be amended in the form attached hereto as Exhibit A issued as a single bond certificate. The Amended Bond shall be executed in the manner set forth in Section 2.15 of the Bond Agreement and authenticated as provided in Section 2.16 of the Bond Agreement.

b. Upon execution of this Amendment, the Original Purchaser shall surrender the Bond and the Trustee shall deliver the duly executed and authenticated Amended Bond to the Original Purchaser.

4. **Promissory Note of the New Borrower.** The New Borrower shall execute a Promissory Note in the form attached hereto as Exhibit B equal to the outstanding principal amount of the Amended Bond as of the date of this Amendment, to be assigned by the Issuer to the Trustee.

5. **Terms of Bond Agreement Remain in Effect Except as Amended.** Except as specifically amended by this Amendment, the terms and provisions of the Bond Agreement issued pursuant thereto shall remain in full force and effect.

6. **Representations and Warranties of the New Borrower.** The New Borrower, as the sole Borrower, represents and warrants that:

a. The Borrower assumes all of the obligations of the Original Borrower under the Bond Agreement, including but not limited to repayment of the Amended Bond under the Promissory Note;

b. The execution and delivery of this Amendment and performance of and compliance with the terms of the Bond Agreement (as amended by this Amendment) have been duly authorized by the New Borrower; and

c. The New Borrower's consent, pursuant to Section 10.03 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the New Borrower's execution of this Amendment.

5. **Representations and Warranties of the Original Purchaser.** The Original Purchaser represents and warrants that:

a. Original Purchaser is the lawful holder of all (100%) of the Bonds issued pursuant to the Bond Agreement;

b. Original Purchaser hereby waives notice as required under Section 10.02 of the Bond Agreement;

c. Original Purchaser's execution and delivery of this Amendment has been duly authorized by all necessary action by Original Purchaser; and

d. Original Purchaser's consent, pursuant to Section 10.02 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the Original Purchaser's execution of this Amendment.

6. **Representations and Warranties of the Trustee.** The Trustee represents and warrants that the execution and delivery of this Amendment has been duly authorized by all necessary action by Trustee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to Bond Agreement to be executed all as of the date first above written.

VILLAGE OF GERMANTOWN, WISCONSIN

By: _____
Dean Wolter, Village President

By: _____
Deanna Braunschweig, Village Clerk

MC REALTY LLP

By: _____
Name: _____
Title: _____

BMO HARRIS BANK N.A., as Original Purchaser

By: _____
Name: _____
Title: _____

BMO HARRIS BANK N.A., as Trustee

By: _____
Name: _____
Title: _____

[Signature Page of First Amendment to Bond Agreement]

Assumption of Bonds by MC Realty LLP relating to:
\$2,140,000 Village of Germantown, Wisconsin
Industrial Development Revenue Bonds, Series 2015
(Machining Concepts Inc. Project)

EXHIBIT A

FORM OF AMENDED BOND

EXHIBIT B

FORM OF PROMISSORY NOTE OF NEW BORROWER