VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

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

DATE AND TIME: **MONDAY, May 16, 2022** **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 #: 2550 310 8106 Password: TdE2Z3JZHi2 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=mcbd332a8a6039097f79ea18869547186
Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov 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.
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:

a. 2050 Plan participation at Maifest, May 20 and 21.
b. 2050 Plan Open House, May 23.

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@germantownwi.gov*, by 4 p.m. on Monday, May 16.*

VII. CONSENT AGENDA:

A. Approval of Minutes May 2, 2022, Meeting.

B. Accounts payable/payroll:

1.	April 29, 2022	Accounts Payable	$ 796,148.77
2.	May 6, 2022	Accounts Payable	$ 88,680.79
3.	May 9, 2022	Accounts Payable	$ 1,787.77
4.	May 10, 2022	Payroll	$ 232,374.01

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

C. Wisconsin Pollutant Discharge Elimination System, Municipal Separate Storm Sewer System, MS4 Permit.

D. Fire Station Roof Replacement by Integrity Roofing an amount not to exceed, $63,000.

E. Fire Station Exterior Building Painting by MACORP in an amount not to exceed $25,725.

F. Library Fire Suppression Main-line Replacement by US Fire Protection in an amount not to exceed $91,586.

G. Remain in WisDOT Salt Bid Process for the 2022-2023 Winter Season.

H. Budget Amendment for Wastewater Truck.

VIII. UNFINISHED BUSINESS

A. Intergovernmental Agreement with the Village of Richfield for Sewer and Water Services.

IX. PUBLIC HEARINGS:

A. None.

X. NEW BUSINESS:

A. Resolution 21-2022, Resolution Authorizing the First Supplement to the Trust Indenture and Bonds for Germantown Industrial Revenue Bonds, Series 2012 (Heather Lake LLC project).

B. Resolution 22-2022, Disallowing the Claim of Faith Journey Church, Inc. for Recovery of an Unlawful Tax

C. Construction Management Services for New Public Works Building by Moore Construction Services, in an amount of 2.25% of final building costs plus $603,451 for general conditions.

D. Acquisition of Right of Way along Century Lane, 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, June 6, 2022, 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
May 2, 2022

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, Pieper, and Neureuther. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Retzlaff, Director Ratayczak, Chief Snow, and Superintendent Zimmerman.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:
This weekend President Wolter attended a play at the High School Performing Arts Center, Momma Mia. This weekend he went to Matto's Mexican Restaurant in the previous Aldo's Pizza.

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:

The next Fireworks / Independence Day meeting will be May 9th, in the board room at 5 pm.
Maifest will be on May 20, 21st and 22nd at the Marketplatz II Parking Lot off of Mequon Road.

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

Village President Wolter read an email submitted by Carol and Bill Schneider against the Intergovernmental Agreement with Richfield. The email was also for the use of the America Plan Funding for Police and Fire and to fix channel 25.

Village President Wolter read an email submitted by Judy Kautz with well comments and against the Intergovernmental Agreement with Richfield.

Village President read an email submitted by Becky Rao against the Intergovernmental Agreement with Richfield.

Village President read an email submitted by Dave Feldbruegge of Powertest against pay to Village Employees from the America Plan Funding.

Village President read an email submitted by Phillip Fritsche against the Intergovernmental Agreement with Richfield.

Village President read an email submitted by Jeffrey Schleif in support of the Intergovernmental Agreement with Richfield.

Village President read an email submitted by Sarah Bojarski against the Intergovernmental Agreement with Richfield.

Village President read an email submitted by Mary Boettcher against the Intergovernmental Agreement with Richfield.

Village President read an email submitted by Sandra Johnson against the Intergovernmental Agreement with Richfield.

Village President read an email submitted by Michael Foti in support of the Intergovernmental Agreement with Richfield.

Melanie Smythe of Cedar Lane came to the podium and spoke about the school board meeting and 2050 comprehensive plan. She reported on her memo to the Village Board in regard to water wells.

Katie Kautz of Meadowlark Lane came to the podium. She spoke against the Intergovernmental Agreement with Richfield and commented on a referendum.

Scott Hefley of Old Farm Road came to the podium and spoke about the school board meeting. He spoke against the Intergovernmental Agreement with Richfield.

Carroll Merry of Sunburst Trail came to the podium. He is a Washington County Supervisor. He spoke in support of the Intergovernmental Agreement with Richfield.

John Gottso came to the podium. He spoke against the pay to Village Employees for the America Plan Funding. He suggested to use for Fire and Police.

Jeff Braun commented from Webex. He spoke against the Intergovernmental Agreement with Richfield.

CONSENT AGENDA:

A. Approval of Minutes April 18, 2022, Meeting.

B. Accounts payable/payroll:

1.	April 18, 2022	Payroll – Election Inspectors	$ 12,014.54
2.	April 22, 2022	Accounts Payable	$ 168,817.29
3.	April 26, 2022	Payroll	$ 229,959.41

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

4. Resolution 18-2022, America Rescue Plan Special Revenue Fund.

Motion (Baum/Myers) Consent agenda items. Roll Call Vote carried unanimously.

UNFINISHED BUSINESS:

A. America Rescue Plan Funding – Village Employees.

Administrator Kreklow introduced the item. The item is an approved use by the Federal Government. The item did come from General Government and Finance. He commented on the high level of Village Employee turn-over that many employers are experiencing.
Motion (Myers/Kaminski) to approve the America Rescue Plan Funding – Village Employees.
President Wolter read a memo from Janice Wick requesting to be included as she retired recently.

Amendment Motion (Kaminski/Myers) to include full-time retires and not to exceed $250,000 total. Discussion ensued to pro-rate the dollars starting with March of 2020. Specific numbers could come back to General Government for the amendment portion. Roll call vote carried. 5-4; Baum, Hudson, Neureuther, Pieper voted no.

Amendment Motion (J. Miller/Myers) to send back to General Government and Finance with a final total to include the retires and number of retires. Motion carried. Baum and Hudson voted no.

B. Intergovernmental Agreement with the Village of Richfield for Sewer and Water Services.

Administrator Kreklow gave history and an additional powerpoint materials. The information will be posted on the Village website and facebook.

The existing agreement with Menomonee Falls was reviewed, including the original 1992 agreement served Bancroft area until 2021 and the Amended 2018 agreement that added Grace Church/Grace Commons area.

Richfield cannot be annexed by Germantown under current State statute.

The change from deep to shallow well was reviewed and approved by the DNR.
The shallow well testing was based on directions from DNR and was monitored by independent consultant hydrogeologist and engineers. The contract change from deep to shallow well was reviewed and approved by Public Works & Highway Committee and Village Board.

The shallow well analysis was completed by Village contracted hydrologist and engineers, and reviewed and approved by DNR hydrologists and engineers. Discussion ensued of the residential well protection escrow.

Analysis indicates Rockfield well is very unlikely to impact residential wells. Village staff raised the well protection item for the IGA and includes nearby neighborhoods.

The process to request escrow funds was reported on. The IGA states that the Village Board sets the process. Staff suggests the same process as other claims. The claim would be submitted to the Director of Public Works and then to the Public Works and Highway Committee. The appeals process would be to the Village Board.
Discussion ensued of process for massive well failures.

Discussion ensued of a deep well alternative or to construct an additional deep well from the same site. Rockfield Road well could be drilled deeper. However, many additional costs would be incurred and DNR and PSC approvals would be needed.

Discussion ensued of the well alternatives and the involvement of the PSC and or DNR. If the Village Board wants to pursue would need to go before the Public Works Committee.
Discussion ensued of the well alternatives and well as a separate issue. Discussion ensued that this is a well system; not just one well.

Sewer capacity questions were addressed. Discussion ensued of the potential for dead end water mains and the management processes.

The process for sewer approval includes the intergovernmental agreement, SEWRPC sewer service boundary approval, MMSD sewer service boundary approval, and DNR approval.

The process for water approval includes the intergovernmental agreement, PSC approval, and DNR approval.

Operating cost analysis was reviewed. Marginal annual revenue projections / estimates were reviewed and discussed.

The projection timeline was reviewed.

The right of way acquisition process was reviewed. Discussions with property owners has been initiated by Village Staff of the potential right of ways of a road for development. The cost of the right of way is not eligible for the tax increment financing.

Benefits to Germantown residents were reviewed include the improvements to Rockfield Road after construction of water extension, sewer/water connections available in Freistadt District, ROW for road through Freistadt District, stable sewer/water bills.

Discussion ensued of Richfield allocation to the Library. Discussion ensued of the library allocation as a separate issue.

The status of the 2050 comprehensive plan was reported at 75%.

The traffic impact analysis was reported on and includes the joint traffic impact analysis (Richfield, Germantown, Washington County) completed on March 16, 2021 and DOT contributed review comments to final report. Village of Germantown, Richfield and Washington County staff have had numerous meetings with DOT Southeast Region staff in Waukesha to plan for upgrades. DOT staff have indicated Federal approval would be required for an additional interchange at Freistadt Road.

Economic Impact Analysis by Economic Development Washington County was reviewed.

Fire calls and Police calls were reviewed.

Processes and Committee meetings to monitor the Intergovernmental Agreement Status was reported on.

The Village of Richfield has discussed sewer/water with Jackson. The estimated cost for Richfield to install their own sewer/water is $40 million.

Motion (Baum/R. Miller) to take the Intergovernmental Agreement off of the table. Discussion ensued of the timing and the push for the development and the effect on the community. Motion carried to take the item off of the table. Hudson, Kaminski, J. Miller, and Pieper voted no. Discussion ensued of the potential traffic and stress level on resources.

Motion from the April 4, 2022, Village Board meeting:
Motion (Baum/R. Miller) to approve Intergovernmental Agreement with the Village of Richfield for Sewer and Water Services. Amendment Motion (Myers/Neureuther) to allocate $100,000 of reserves to cover the residential well of the areas impacted by the well number 12. Roll Call Carried, 6-3. Hudson, J. Miller, Pieper, voted no.

Motion to amend (Pieper/Kaminski) if the Intergovernmental Agreement with the Village of Richfield for Sewer and Water Services passes with the $200,000 escrow to then send it to referendum, and only pass if it passes with the referendum, with the November 8 Election. Discussion ensued of the timing for the November election due to the voter turn-out. Discussion ensued of the permanent nature of the decision.

Motion (Myers/Pieper) to call the question. Motion carried. Baum, R. Miller, Neureuther voted no.

Motion for referendum failed. Baum, R. Miller, Myers, Neureuther, Wolter, voted no to the referendum.

Motion (Hudson/J. Miller) to table the item to the next Village Board meeting. Motion carried.

PUBLIC HEARING:

A. None.

NEW BUSINESS:

A. Faith Lutheran, Temporary Class B Wine License, Spaghetti Dinner, May 22, W1742N1187 Division Road.

Motion (Kaminski/Pieper) to approve Faith Lutheran, Temporary Class B Wine License, Spaghetti Dinner, May 22, W1742N1187 Division Road. Motion carried unanimously.

B. Haupt Strass and Friedenfeld Baseball Infield Landscaping by Total Lawn Care in an amount not to exceed $34,640.

Motion (Pieper/Myers) to approve Haupt Strass and Friedenfeld Baseball Infield Landscaping by Total Lawn Care in an amount not to exceed $34,640. Roll Call Vote carried. Baum voted no.

C. Kinderberg and Haupt Strass Tennis / Pickleball Court Repairs and Painting by Frank Armstrong Enterprises Inc. in an amount not to exceed $40,544.

Motion (Pieper/Kaminski) to approve Kinderberg and Haupt Strass Tennis / Pickleball Court Repairs and Painting by Frank Armstrong Enterprises Inc. in an amount not to exceed $40,544. Discussion ensued of potential development at Haupt Strass Park. Roll call voted carried. Baum voted no.

D. Backstop and Fencing Proposal Haupt Strass and Kinderberg Parks by Northway Fence in an amount not to exceed $16,395.

Motion (Pieper/Kaminski) to approve Backstop and Fencing Proposal Haupt Strass and Kinderberg Parks by Northway Fence in an amount not to exceed $16,395. Roll call voted carried. Baum voted no.

E. Resolution 19-2022, A Resolution accepting a Road Reservation along the public right of way – Century Road and Lover's Lane.

Motion (Pieper/Kaminski) to approve Resolution 19-2022, A Resolution accepting a Road Reservation along the public right of way – Century Road and Lover's Lane. Motion carried unanimously.

F. Resolution 20-2022, A Resolution accepting a Road Reservation along the public right of way – Deiner Property.

Motion (R. Miller/Myers) to approve Resolution 20-2022, Resolution 20-2022, A Resolution accepting a Road Reservation along the public right of way – Deiner Property. Roll Call Vote carried unanimously.

G. Bond Sale Results.

Village Administrator Kreklow reported that a parameter sale was used. There were four different issuances. There were more bids than traditional. Discussion ensued at keeping the bond rating just at the cusp of being upgraded from AA2 to the next step. Ratings agencies like to see the growth.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 10:35 p.m.

The next regular meeting of the Village Board will be on Monday, May 16, 2022, at 7:00 p.m.

Respectfully Submitted,
Deanna Braunschweig
Deanna B. Braunschweig, WCMC/CMC
Village Clerk – Treasurer

BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI

MEETING DATE: May 11, 2022

AGENDA ITEM: New Business

ITEM TITLE: WPDES (MS4 Annual Report) & MMSD Ch. 13 Annual Report

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

SUMMARY EXPLANATION:

The Village's Wisconsin Pollutant Discharge Elimination System (WPDES) Municipal Separate Storm Sewer System (MS4) Permit #WI-S065404-1 and the MMSD's Chapter 13 Rule, both require the Village to submit an annual report to both the Wisconsin DNR and the MMSD. Section III.H of the Permit requires that the Village's governing body review and acknowledge that it has been appraised of the Report's contents. The Report's summary (which excludes appendices) is provided to the Committee members for review.

ATTACHMENTS:

- WPDES and MMSD Ch. 13 2016 Annual Reports

RECOMMENDATION:

Recommend to the Village Board to authorize the Village President to sign the Report and to approve submittal to the Wisconsin DNR and to the MMSD.

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.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? ◉ **Annual Report** ○ **Other**

Project Name: 2021 Annual Report

County: Washington

Municipality: Germantown, Village

Permit Number: S065404

Facility Number: 31267

Reporting Year: 2021

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ○ **Yes** ◉ **No**

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for Municipal storm water permit eReporting [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
    - Public Education and Outreach Annual Report Summary
    - Public Involvement and Participation Annual Report Summary
    - Illicit Discharge Detection and Elimination Annual Report Summary
    - Construction Site Pollution Control Annual Report Summary
    - Post-Construction Storm Water Management Annual Report Summary
    - Pollution Prevention Annual Report Summary
        - Leaf and Yard Waste Management
        - Municipal Facility (BMP) Inspection Report
        - Municipal Property SWPPP
        - Municipally Property Inspection Report
        - Winter Road Maintenance
    - Storm Sewer Map Annual Report Attachment
    - Storm Water Quality Management Annual Report Attachment
    - TMDL Attachment
    - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above

  - Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
    - TMDL Mapping*
    - TMDL Modeling*
    - TMDL Implementation Plan*
    - Fecal Coliform Screening Parameter *
    - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
    - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31,2023)*

- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].
Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Germantown, Village

Facility ID # or (FIN): 31267

Updated Information: ☐ Check to update mailing address information

Mailing Address: N112 W17001 Mequon Rd

Mailing Address 2:

City: Germantown

State: Wisconsin

Zip Code: 53022 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to ***create new*** primary contact

First Name: Lawrence

Last Name: Ratayczak

☑ Select to ***update*** current contact information

Title: Dir Public Works

Mailing Address: N112W17001 Mequon Road

Mailing Address 2:

City: Germantown

State: WI

Zip Code: 53022 xxxxx or xxxxx-xxxx

Phone Number: 262-250-4721 Ext: xxx-xxx-xxxx

Email: lratayczak@germantownwi.gov

Additional Contacts Information (Optional)

☐ I&E Program
☑ IDDE Program

Individual with responsibility for:
(Check all that apply)

- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name: Eli

Last Name: Brulla

Title: Civil Engineer

Mailing Address: N112W17001 Mequon Road

Mailing Address 2:

City: Germantown

State: WI

Zip Code: 53022 xxxxx or xxxxx-xxxx

Phone Number: 262-250-4724 Ext: xxx-xxx-xxxx

Email: ebrulla@germantownwi.gov

Individual with responsibility for:
(Check all that apply)

- ☑ I&E Program
- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name: Jacob

Last Name: Fincher

Title: Executive Director

Mailing Address: 600 E Greenfield Ave

Mailing Address 2:

City: Milwaukee

State: WI

Zip Code: 53204 xxxxx or xxxxx-xxxx

Phone Number: 262-716-2211 Ext: xxx-xxx-xxxx

Email: fincher@swwtwater.org

1. Does the municipality rely on another entity to satisfy some of the permit requirements?
◉ Yes ○ No

- [x] Public Education and Outreach Southeastern Wisconsin Watersheds Trust, Inc.
- [x] Public Involvement and Participation Southeastern Wisconsin Watersheds Trust, Inc.
- [ ] Illicit Discharge Detection and Elimination
- [ ] Construction Site Pollutant Control
- [ ] Post-Construction Storm Water Management
- [ ] Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

○ Yes ◉ No

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date 4/1/2021

Project/Event Name Respect Our Waters Website

Delivery Mechanism Website *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☑ Residential infiltration ☑ Construction sites and post-construction storm water management ☑ Pollution prevention ☑ Green infrastructure/low impact development ☐ Other: General Watershed & Stormwaer Educ...	☑ General Public ☐ Public Employees ☑ Residents ☑ Businesses ☑ Contractors ☑ Developers ☐ Industries ☐ Other	101 +	◉ Yes ○ No

Event Start Date 4/1/2021

Project/Event Name Watershed Wednesday Social Media Campaign

Delivery Mechanism Social media post *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☑ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☑ Other: General Watershed & Stormwaer Educ...	☑ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	◉ Yes ○ No

Event Start Date 4/1/2021

Project/Event Name Direct Mailer

Delivery Mechanism Distribution of print media *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☑ Other: Ice & Snow Control	☑ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	◉ Yes ○ No

Event Start Date 4/1/2021

Project/Event Name Respect Our Waters Tabling Activities

Delivery Mechanism Informational booth* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☑ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☑ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	◉ Yes ○ No

Event Start Date 4/1/2021

Project/Event Name Clean Rivers, Clean Lake Conference

Delivery Mechanism Targeted group training* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management	☐ General Public ☑ Public Employees ☐ Residents ☐ Businesses ☐ Contractors	11-50	◉ Yes ○ No

☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☑ Pollution prevention ☑ Green infrastructure/low impact development ☐ Other:	☐ Developers ☐ Industries ☑ Other		

b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment for more information regarding activities performed with our Sweet Water partnership.

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	4/1/2021
Project/Event Name	Village of Germantown Website
Delivery Mechanism	Website

Topics Covered	**Target Audience**	**Estimated People Reached (Optional)**	**Regional Effort (Optional)**
☐ MS4 Annual Report ☐ Storm Water Management Program ☑ Storm Water related ordinance ☐ Other:	☑ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	○ Yes ◉ No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	4/1/2021	☐ NA (Individual Permittee).
Project/Event Name	Adopt Your Drain Program	
Delivery Mechanism	Other hands-on event	

Topics Covered	**Target Audience**	**Estimated People**	**Regional Effort**

		Reached (Optional)	(Optional)
Volunteer Opportunity	☑ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	◉ Yes ○ No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment for more information on the Adopt Your Drain program.

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

a. How many total outfalls does the municipality have? 20 ☐ Unsure

b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? 16 ☐ Unsure

c. From the municipality's routine screening, how many were confirmed illicit discharges? 0 ☐ Unsure

d. How many illicit discharge complaints did the municipality receive? 0 ☐ Unsure

e. From the complaints received, how many were confirmed illicit discharges? 0 ☐ Unsure

f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? 0 ☐ Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☑ Unsure

☐ Verbal Warning

☐ Written Warning (including email)

☐ Notice of Violation 0

☐ Civil Penalty/ Citation 0

Additional Information:

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to*

250 characters and/or attach supplemental information on the attachments page.

We did not enforce any IDDE measures due to a lack of necessity/no illicit discharges identified.

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? 13 ☐ Unsure

b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? 13 ☐ Unsure

c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)? 13 ☐ Unsure

d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

- ☐ No Authority
- ☑ Verbal Warning 6
- ☑ Written Warning (including email) 4
- ☑ Notice of Violation 0
- ☑ Civil Penalty/ Citation 0
- ☑ Stop Work Order 0
- ☐ Forfeiture of Deposit
- ☐ Other - Describe below

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management facilities* have received local approval ? 5 ☐ Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

b. Does the permittee have procedures for inspecting and maintaining private storm water facilities? ○ Yes ◉ No ☐ Unsure

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? ☐ Unsure
Inspections completed by private landowners should be included in the reported number.

---

d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☐ No Authority	
☑ Verbal Warning	0
☑ Written Warning (including email)	0
☑ Notice of Violation	0
☑ Civil Penalty/ Citation	0
☑ Forfeiture of Deposit	0
☑ Complete Maintenance	0
☑ Bill Responsible Party	0
☐ Other - Describe below	

e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

a. Enter the total number of municipally owned or operated structural storm water management facilities ? 22 ☐ Unsure

b. How many new municipally owned storm water management facilities were installed in the reporting year ? 0 ☐ Unsure

c. How many municipally owned storm water management facilities were inspected in the reporting year? 0 ☐ Unsure

d. What elements are looked at during inspections (250 character limit)?

Trash & Debris, Rodent Holes, Insects, Poisonous Plants, Vegetation, Excessive

Sediment, Structures, Damaged Liner, Erosion, Settlement, Piping

e. How many of these facilities required maintenance? ☐ Unsure

0

f. Brief explanation on Storm Water Management Facility inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

g. How many municipal properties require a SWPPP? 1 ☐ Unsure

h. How many inspections of municipal properties have been conducted in the reporting year? 4 ☐ Unsure

i. Have amendments to the SWPPPs been made?
○ Yes ◉ No ○ Unsure

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

l. Did the municipality conduct street sweeping/cleaning during the reporting year?
◉ Yes ○ No ○ Unsure

m. If known, how many tons of material was removed? 481 ☐ Unsure

n. Does the municipality have a low hazard exemption for this material? ○ Yes ○ No

o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

○ Yes - Explain frequency ______

○ No - Explain ______

◉ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

p. Did the municipality conduct catch basin sump cleaning during the reporting year? ◉ Yes ○ No ○ Unsure

q. How many catch basin sumps were cleaned in the reporting year? 35 ☐ Unsure

r. If known, how many tons of material was collected? ☑ Unsure

s. Does the municipality have a low hazard exemption for this material? ○ Yes ○ No

t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?

○ Yes- Explain frequency ____________________

○ No - Explain ____________________

◉ Not Applicable

Collection Services - *Leaf Collection Program* ☑ Not Applicable

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? 300 ☐ Unsure

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	*Oct*	*Nov*	*Dec*	*Jan*	*Feb*	*Mar*
Salt	0	0	494	1018	805	6

Liquids (gallons) (ex. brine)

	Oct	*Nov*	*Dec*	*Jan*	*Feb*	*Mar*
Brine	0	0	1000	3500	1600	0

ac. Was salt applying machinery calibrated in the reporting year? ◉ Yes ○ No ○ Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ◉ Yes ○ No ○ Unsure

Training Date	*Training Name*	*# Attendance*
2/24/2021	Smart Winter Maintenance	

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Training overview of the operation and maintenance of the equipment the Village utilizes.

Internal (Staff) Education & Communication

af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements ? ◉ Yes ○ No ○ Unsure

If yes, describe what training was provided (250 character limit):

An inspector came in to discuss IDDE testing techniques, equipment, and proper reporting.

When: June

How many attended: 2

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Notified through committee processes

Municipal Officials

Part of annual discussion around MS4 permitting matters.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Department heads and relevant personnel are involved in the verification of MS4 permit related items annually.

ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment for additional internal activities performed in partnership with Sweet Water.

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

(•) Yes ( ) No ( ) Unsure

If yes, check the areas the map items that got updated or changed:

- [ ] Storm water treatment facilities
- [ ] Storm pipes
- [ ] Vegetated swales
- [ ] Outfalls
- [x] Other - Describe below

Storm water detention ponds

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	**Budget** Reporting Year	**Budget** Upcoming Year	**Source of Funds**
Element: Public Education and Outreach			
8000	8000	12000	General revenue fund
Element: Public Involvement and Participation			
0	0	0	Other
Element: Illicit Discharge Detection and Elimination			
140	0	0	General revenue fund
Element: Construction Site Pollutant Control			
0	0	0	Permit fee and/or deposit/escrow
Element: Post-Construction Storm Water Management			
0	0	0	Other
Element: Pollution Prevention			
0	0	0	Other
Other (describe)			
			Select...

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Public Involvement: See Public Education, IDDE: Monies drawn from a general supplies fund, All Else: Unclear from budgeted breakdown or not specifically budgeted. May use general funds if needed.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

○ Yes ○ No ◉ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

○ Yes ○ N- ○ ·

)-224(R8/2021)

ed Attachments and Supplemental Information

er MS4 program information for inclusion in the Annual Report may be attached on here. Use Additional Attachments to add multiple documents.

Required Attachments (15 MB per file limit) - Help reduce file size and trouble shoot file uploads

red Item

To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

m Sewer System Map

StormPondsCADMap.pdf

le Attachment

ach - Other Supporting Documents

EO

Germantown_SweetWaterProgramsEducationPlan.pdf

File Attachment

_SWGroupReport

Germantown2021IEReport.pdf

File Attachment

remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

ttach - Permit Compliance Documents

)DE_Program

IDDEform2021.xlsx

File Attachment

DDE_Program

IDDEenforcementflowchart.pdf

File Attachment

To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Form 3400-224(R8/2021)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click HERE.

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Germantown, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

◉ Authorized municipal contact using WAMS ID.

○ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.

○ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name: Lawrence Ratayczak

Title: Director of Public Works

Authorized Signature.

☑ I accept the above terms and conditions.

Signed by : i:0#.f|wamsmembership|vgermantown on 2022-03-31T12:39:01

You have already signed and submitted this application to the DNR. Please contact the Wisconsin DNR for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: May 11th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Fire Station Roof Replacement Project

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

SUMMARY EXPLANATION:
As part of the 2022 Building & Grounds capital budget, 70,000.00 was allocated for the replacement of the roof at the Edison Drive fire station. Staff has dealt with minor roof leaks and ice damming over the last couple of years, making minor repairs as needed. The roofing materials in general are 22 years old and showing signs of deterioration. We also have known plywood issues in several areas. The specifications call for plywood replacement as needed, a limited lifetime warranty shingle and ice and water shield around the perimeter, in all valleys, and new flashing around all roof protrusions. Staff has solicited pricing from several area contractors and the results are listed below.

Integrity Roofing:	56,950.00
Murphy's Exterior Construction:	66,316.67
J&B Construction:	71,410.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:
Staff recommends contracting with Integrity Roofing to complete the roofing project. Staff is requesting $63,000.00 which is the project cost plus 10%. The contingency would cover plywood costs and any unforeseen problems should they arise. The contingency would be billed on an as needed basis. If approved, funding shall be allocated from Buildings & Grounds capital account: 40-519-570-8222.

COMMITTEE ACTION:

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

BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: May 11th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Fire Station Exterior Painting Project.

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

SUMMARY EXPLANATION:

As part of the 2022 Building & Grounds capital budget, 25,000.00 was allocated for the exterior painting at the Edison Drive fire station. The building was constructed in 2000 and the exterior has not yet been painted. Painting the exterior will provide aesthetic value, while also protecting the exterior EFIS and trim. Staff has solicited pricing from several area contractors and the results are listed below.

MACORP Painting:	$25,286.00
Hess Sweitzer Painting LLC:	$25,725.00
Service Painting Corporation:	$47,000.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Staff recommends contracting with MACORP Painting in an amount not to exceed $25,286.00. If approved, funding shall be allocated from Buildings & Grounds capital account: 40-519-570-8222.

COMMITTEE ACTION:

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

BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: May 11th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Library Fire Suppression Main Line Replacement Project.

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

SUMMARY EXPLANATION:
As part of the 2022 Buildings & Grounds capital budget, $120,000.00 was allocated to replace the dry fire suppression mainline piping at the library. To date $9338.00 has been spent on material for DPW staff to construct a temporary working platform, which took place during the winter months. Microbial induced corrosion has affected several of our dry fire suppression systems already and piping replacement has already taken place at two other village buildings. When dealing with this issue at the Village Hall and Fire Station, staff could walk the attic and find the problematic area, and a temporary repair could be made, keeping the system "airtight". The dry fire suppression system at the library is mostly confined to the attic which has obvious height constraints that limit the ability to find and repair a leak. If the corrosion is left unattended, progression will cause a larger air leak leading the system to "trip" and fill with water which will in turn create an unnecessary water leak. If this takes place at the library, the system will have to remain "off" leaving the building without fire protection, which puts the building at an unnecessary risk should there be a fire. History has shown us what happens as the corrosion problem progresses which is why staff is being proactive rather than reactive when it comes to the library and dealing with the building constraints. The plan is to replace all schedule10 main-line dry fire protection piping and add a nitrogen generator. All other branch piping in the system is schedule40 and with the addition of the nitrogen generator there would be an expectation of preservation. The nitrogen generator will produce and fill the system with nitrogen, a condition in which the corrosion can not survive thereby extending the life of the new main line and existing pipe that remains. Staff has solicited pricing from several area contractors and the results are listed below.

US Fire Protection:	$83,260.00
Ahern Fire Protection:	$91,930.00
Mared Mechanical:	Did not submit proposal.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:
Staff recommends contracting with US Fire Protection in an amount not to exceed $91,586.00, which is the proposed amount plus a 10% contingency. If approved, funding shall be allocated from Buildings & Grounds capital account: 40-519-570-8251.

COMMITTEE ACTION:

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

BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: May 11th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Wisconsin DOT Salt Bid 2022-2023

SUBMITTED BY: Scott Anderson Highways, Parks, Buildings & Grounds Superintendent

SUMMARY EXPLANATION:
Staff recently made a commitment that the village remain part of the WisDOT Salt Bid Process for 2022-2023 winter season. Staff will purchase up to 1920 tons of salt in 2023. The cost per ton is not yet available. Currently the Village has approximately 3100 tons of salt on hand. The Village used approximately 1,750 ton of salt this past winter season. Attached is a breakdown of the salt usage for the past 21 seasons. Staff is requesting the financial commitment to remain part of the WisDOT Bid Process.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

RECOMMENDATION:
Staff recommends remaining part of the WisDOT bid process.

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

SALT PURCHASING INFO

YEAR	SALT	# OF OPERATIONS
21-22	**1763**	**39**
20-21	2322	43
19-20	2500	34
18-19	3,205	42
17-18	3,130	39
16-17	2,875	34
15-16	2,756	33
14-15	2,185	44
13-14	3,258	67
12-13	3,467	53
11-12	2,127	42
10-11	3,430	57
9-10	2,045	38
8-9	3,332	53
7-8	3,432	79
6-7	3,304	52
5-6	3,093	46
4-5	2,475	45
3-4	1,659	32
2-3	2,138	39
1-2	1,744	25

AVERAGE SALT USE	**2,700 TONS**
Average use multiplied by 1.5	**4,100 TONS**

SALT ON HAND end of 21 - 22 Season 3100 TONS

SALT ORDERED FOR 22 - 23	**0**	**Ton Early Fill**
	1600	**Ton Seasonal Fill**
	320	**Ton Vendor Reserve**

Estimated cost per ton $85.50 2023 Budget (est.) $164,160.00 (salt only)

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE and VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: May 11, 2022

AGENDA ITEM: New Business

ITEM TITLE: Budget Amendment Wastewater Truck

SUBMITTED BY: Timothy Zimmerman - Wastewater Superintendent

SUMMARY EXPLANATION:

At the January 2022 PWHC, Committee approved the carryover and expenditure of the unused 2021 dollars for the truck replacement for the amount not to exceed $55,000. We were informed this morning from Ewald (state bid dealership) that GM has a 14.5% increase for 2023. The 14.5% increase exceeds the budget amount by $6,000.00 not including in-house upfit of toolboxes and emergency lighting. Trade in appraisal has not been completed since no order has been placed. It is expected that the trade in value will be between $5,000 and $8,000, and would offset the majority, if not all, of the 14.5% increase.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER

RECOMMENDATION:

It is staffs recommendation to approve a budget amendment for the amount not to exceed $6,000 for the above referenced truck and forward the same onto the Village Board. The additional $6,000 will be added to the 2021 carryover amount approved in January. The trade-in allowance at the time of purchase will be used to offset the amended amount and complete the setup of the vehicle. Funds for the requested transfer will be added to 60-180-185-3730 Transportation Equipment.

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.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 21-2022

A RESOLUTION AUTHORIZING THE FIRST SUPPLEMENT TO THE TRUST INDENTURE AND BONDS FOR GERMANTOWN INDUSTRIAL REVENUE BONDS, SERIES 2012 (HEATHER LAKE, LLC PROJECT)

WHEREAS, the Village of Germantown, as authorized by Wis. Stat. § 66.1103 (the "Act"), issued Industrial Revenue Bonds, Series 2012 (Heather Lake, LLC project); and

WHEREAS, the Trust Indenture and the Bonds both tied the interest rate of the bonds to the LIBOR benchmark, which has been phased out and replaced with a benchmark tied to the secured overnight financing rate (“SOFR”) as administered by the Federal Reserve Bank of New York; and

WHEREAS, the Village, as the Authority, Wells Fargo Bank, NA, as the Trustee, Heather Lake, LLC, as the borrower, and BMO Harris Bank, NA, as the bondowner, all desire to amend the Trust Indenture and the Bonds to incorporate this change; and

WHEREAS, no additional changes are contemplated as part of the First Supplement, and in accordance with the Act, this Resolution and such instruments and documents described herein, the Series 2012 Bonds and interest thereon shall never constitute an indebtedness of the Municipality within the meaning of any state constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing powers;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Germantown, Wisconsin, that the First Supplement to the Trust Indenture and Bonds for Germantown Industrial Revenue Bonds, Series 2012 (Heather Lake Project) in the form attached hereto is approved subject to any clerical, technical or legal changes deemed necessary and appropriate by the Village Attorney.

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

Introduced by:

Adopted: May 16, 2022

Vote: Ayes: Nays:

____

Dean M. Wolter, Village President

ATTEST:

____
Deanna Braunschweig, WCMC/CMC
Village Clerk

FIRST SUPPLEMENT TO TRUST INDENTURE AND BONDS

THIS FIRST SUPPLEMENT TO TRUST INDENTURE AND BONDS (this "*First Amendment*") is being entered into as [June 1, 2022] by and among the **VILLAGE OF GERMANTOWN, WISCONSIN** (the "*Authority*"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Trustee (the *"Trustee"*), **HEATHER LAKE, LLC**, a Wisconsin limited liability company (the "*Borrower*") and **BMO HARRIS BANK N.A.** (the "*Bondowner*").

PRELIMINARY STATEMENT

WHEREAS, the Authority and the Trustee have entered into a Trust Indenture dated as of June 1, 2012 (the "*Indenture*") pursuant to which the Authority issued its Industrial Development Revenue Bonds, Series 2012 (Heather Lake, LLC Project) (the "*Bonds*");

WHEREAS, the Bonds were purchased by the Bondowner and the proceeds of such purchase were lent to the Borrower;

WHEREAS, the Borrower and the Bondowner have agreed to modify the interest rate currently being paid on the Bonds; and

WHEREAS, pursuant to Article X of the Indenture, the Indenture may be amended pursuant to a written agreement between the Authority and the Trustee, and with the consent of the Borrower and the Bondowner;

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the Trustee, the Borrower and the Bondowner hereby agree to amend the Indenture and the Bonds as follows:

<u>Section 1</u>. <u>Defined Terms</u>. Any terms which are used, but not defined, in this First Amendment but are defined in the Indenture, have the same meaning in this First Amendment as are attributed to them in the Indenture.

<u>Section 2</u>. <u>Amendments to the Indenture</u>. The Indenture is amended as follows:

(a) The following defined terms are hereby added to Section 101 of the Indenture to appear in the proper alphabetical order:

> "*Available Tenor*" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Indenture or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not

including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 202(j)(iv).

"*Base Rate*" means, for any day, the rate per annum equal to the greatest of: (a) the rate of interest announced or otherwise established by Purchaser from time to time as its prime commercial rate as in effect on such day, with any change in the Base Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate (it being acknowledged and agreed that such rate may not be Purchaser's best or lowest rate), (b) the sum of (i) the rate determined by Purchaser to be the average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to Purchaser at approximately 10:00 a.m. (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by Purchaser for sale to Purchaser at face value of Federal funds in the secondary market in an amount equal or comparable to the principal amount for which such rate is being determined, plus (ii) 1/2 of 1%. Any change in the Base Rate due to a change in the prime rate or the quoted federal funds rates, as applicable, shall be effective from and including the effective date of the change in such rate; provided that if Base Rate as determined above shall ever be less than the Floor, then Base Rate shall be deemed to be the Floor.

"*Benchmark*" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 202(j).

"Benchmark Replacement" means, either of the following to the extent selected by Purchaser in its sole discretion,

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Purchaser and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Indenture and the other Borrower Documents.

"*Benchmark Replacement Adjustment*" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Purchaser and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"*Benchmark Replacement Date*" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative or not to comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness or non-compliance will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Transition Event*" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative or do not, or as a specified future date will not, comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Unavailability Period*" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Borrower Document in accordance with Section 202(j) and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Borrower Document in accordance with Section 202(j).

"*Conforming Changes*" means with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," the definition of "U.S. Government Securities Business Day", the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Purchaser decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Purchaser in a manner substantially consistent with market practice (or, if the Purchaser decides that adoption of any portion of such market practice is not administratively feasible or if the Purchaser determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Purchaser decides is reasonably necessary in connection with the administration of this Indenture and the other Borrower Documents).

"*Daily Simple SOFR*" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Purchaser in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for bilateral business loans; provided, that if the Purchaser decides that any such convention is not administratively feasible for the Purchaser, then the Purchaser may establish another convention in its reasonable discretion.

"*First Amendment*" means that certain First Amendment to Indenture and Bonds, dated as of the First Amendment Effective Date, by and among the Issuer and the Trustee and consented to by the Borrower and Purchaser.

"*First Amendment Effective Date*" means [June 1, 2022].

"*Floor*" means the rate per annum of interest equal to 0.00%.

"*Interest Period*" means the period commencing on the first day of each month and ending 1 month thereafter.

"*Relevant Governmental Body*" means the Board of Governors of the Federal Reserve System of the United States and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB and/or the Federal Reserve Bank of New York, or any successor thereto.

"*SOFR*" means a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York or a successor administrator of the secured overnight financing rate.

"*Term SOFR*" means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the "*Term SOFR Determination Day*") that is two (2) U.S. Government Securities Business Days prior to the first day of such applicable Interest Period; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term

SOFR Determination Day; provided, if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"*Term SOFR Administrator*" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Purchaser in its reasonable discretion).

"*Term SOFR Reference Rate*" means the forward-looking term rate based on SOFR.

"*Unadjusted Benchmark Replacement*" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"*U.S. Government Securities Business Day*" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(b) The following defined terms in Section 101 of the Indenture are hereby amended in their entirety to read as follows:

"*Credit Spread*" means (a) 1.68% per annum or (b) such other Credit Spread as determined by the Purchaser for a similarly situated borrower as the Borrower based on the 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.

"*Multiplier*" means, at the time of determination, the Purchaser's internally published multiplier for tax-exempt bonds, which shall be the same multiplier for tax-exempt bonds quoted to customers of the Purchaser for such obligations. As of the First Amendment Effective Date, the Multiplier for tax exempt bonds is 82%.

(c) The following defined terms in Section 101 of the Indenture are hereby deleted in their entirety:

"*Adjusted LIBOR Rate*"
"*LIBOR Business Day*"
"*LIBOR Rate*"
"*LIBOR/Swap Rate*"

(d) The clause beginning with "The Variable Rate Flex Private Placement Rate or the Fixed Rate Flex Private Placement Rate under this Section 202(a) shall be determined as follows" in section 202(a) of the Indenture is hereby amended and restated in its entirety to ready as follows:

The Variable Rate Flex Private Placement Rate or the Fixed Rate Flex Private Placement Rate under this Section 202(a) shall be determined as follows:

"Variable Rate Flex Private Placement Rate" shall be equal to (i) the sum of Term SOFR, plus the Credit Spread multiplied by (ii) the Multiplier. A Variable Rate Flex Private Placement Rate shall have a Rate Change Date that is the first day of the applicable Flex Private Placement Rate Mode Period and the first day of each Interest Period that occurs in such Flex Private Placement Rate Mode Period and the Rate Determination Date is the Term SOFR Determination Date.

"Fixed Rate Flex Private Placement Rate" shall be equal to (i) the sum of Term SOFR, plus the Credit Spread multiplied by (ii) the Multiplier. A Fixed Rate Flex Private Placement Rate shall have a Rate Change Date that is the first day of the applicable Flex Private Placement Rate Mode Period and a Rate Determination Date that is not more than thirty (30) Business Days prior to the first day of the applicable Flex Private Placement Rate Mode Period as agreed to by the Borrower and the Purchaser.

(e) The clause beginning with "Notwithstanding anything herein to the contrary, if the Credit Spread used in the calculation of the Flex Private Placement Rate as defined herein is not 1.90% . . ." in section 202(a) of the Indenture is hereby amended and restated in its entirety to ready as follows:

Notwithstanding anything herein to the contrary, if the Credit Spread used in the calculation of the Flex Private Placement Rate as defined herein is not 1.68%, the Borrower shall deliver to the Trustee and Purchaser an Opinion of Bond Counsel that such calculation and the application of the Flex Private Placement Rate to the Bonds does not adversely affect the tax-exempt status of the Bonds, and in the event such Opinion of Bond Counsel is not delivered, the determination of the Flex Private Placement Rate shall be calculated using a Credit Spread of 1.68%.

(f) Section 202 of the Indenture is hereby amended to the add the following section (j) to the end thereof:

(j) <u>Effect of Benchmark Transition Event</u>. Notwithstanding anything to the contrary herein or in any other Borrower Document (and any interest rate swap agreement shall be deemed not to be a "Borrower Document" for the purposes of this Section 202(j)):

(i) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Borrower Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Borrower Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Indenture or any other Borrower Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Borrower Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrower without any amendment to, or further action or consent of any other party to, this Indenture or any other Borrower Document.

(ii) *Benchmark Replacement Conforming Changes.* In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Purchaser will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Borrower Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Indenture or any other Borrower Document.

(iii) *Notice; Standards for Decisions and Determinations.* The Purchaser will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Purchaser will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 202(j). Any determination, decision or election that may be made by the Purchaser pursuant to this Section 202(j), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Indenture or any other Borrower Document, except, in each case, as expressly required pursuant to this Section 202(j).

(iv) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Borrower Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Purchaser in its reasonable discretion or (B) the administration of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Purchaser may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Purchaser may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) *Benchmark Unavailability Period*. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Bonds shall bear interest at the Base Rate.

(g) The Purchaser's notice information contained Section 1403 of the Indenture is hereby amended and restated in its entirety to read as follows:

BMO Harris Bank N.A.
790 North Water Street
Milwaukee, WI 53202
Attention: David Doran

(h) The Trustee's notice information contained Section 1403 of the Indenture is hereby amended and restated in its entirety to read as follows:

Wells Fargo Bank, National Association
c/o Computershare Trust Company, N.A.
600 S 4th Street, 7th floor
MAC N9300-070
Attention: Erin Tkachenko
Minneapolis MN 55415
Telephone #: (612) 380-9300
Email: erin.tkachenko@computershare.com

Section 3. Amendment to Bonds. The Bonds are amended as follows:

(a) The following defined terms are hereby added to the Bonds to appear in the proper alphabetical order:

"*Available Tenor*" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Bond or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to subsection (iv) of the Section titled "Effect of Benchmark Transition Event".

"*Base Rate*" means, for any day, the rate per annum equal to the greatest of: (a) the rate of interest announced or otherwise established by Purchaser from time to time as its prime commercial rate as in effect on such day, with any change in the Base Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate (it being acknowledged and agreed that such rate may not be Purchaser's best or lowest rate), (b) the sum of (i) the rate determined by Purchaser to be the average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to Purchaser at approximately 10:00 a.m. (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by Purchaser for sale to Purchaser at face value of Federal funds in the secondary market in an amount equal or comparable to the principal amount for which such rate is being determined, plus (ii) 1/2 of 1%. Any change in the Base Rate due to a change in the prime rate or the quoted federal funds rates, as applicable, shall be effective from and including the effective date of the change in such rate; provided that if Base Rate as determined above shall ever be less than the Floor, then Base Rate shall be deemed to be the Floor.

"*Benchmark*" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to the Section titled "Effect of Benchmark Transition Event".

"Benchmark Replacement" means, either of the following to the extent selected by Purchaser in its sole discretion,

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Purchaser and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Bond and the other Borrower Documents.

"*Benchmark Replacement Adjustment*" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Purchaser and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"*Benchmark Replacement Date*" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative or not to comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness or non-compliance will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Transition Event*" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative or do not, or as a specified future date will not, comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Unavailability Period*" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Borrower Document in accordance with the Section titled "Effect of Benchmark Transition Event" and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Borrower Document in accordance with the Section titled "Effect of Benchmark Transition Event".

"*Conforming Changes*" means with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," the definition of "U.S. Government Securities Business Day", the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Purchaser decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Purchaser in a manner substantially consistent with market practice (or, if the Purchaser decides that adoption of any portion of such market practice is not administratively feasible or if the Purchaser determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Purchaser decides is reasonably necessary in connection with the administration of this Bond and the other Borrower Documents).

"*Daily Simple SOFR*" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Purchaser in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for bilateral business loans; provided, that if the Purchaser decides that any such convention is not administratively feasible for the Purchaser, then the Purchaser may establish another convention in its reasonable discretion.

"*First Amendment*" means that certain First Amendment to Indenture and Bonds, dated as of the First Amendment Effective Date, by and among the Issuer and the Trustee and consented to by the Borrower and Purchaser.

"*First Amendment Effective Date*" means [June 1, 2022].

"*Floor*" means the rate per annum of interest equal to 0.00%.

"*Interest Period*" means the period commencing on the first day of each month and ending 1 month thereafter.

"*Relevant Governmental Body*" means the Board of Governors of the Federal Reserve System of the United States and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB and/or the Federal Reserve Bank of New York, or any successor thereto.

"*SOFR*" means a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York or a successor administrator of the secured overnight financing rate.

"*Term SOFR*" means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the "*Term SOFR Determination Day*") that is two (2) U.S. Government Securities Business Days prior to the first day of such applicable Interest Period; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day; provided, if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"*Term SOFR Administrator*" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Purchaser in its reasonable discretion).

"*Term SOFR Reference Rate*" means the forward-looking term rate based on SOFR.

"*Unadjusted Benchmark Replacement*" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"*U.S. Government Securities Business Day*" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(b) The following defined terms in the Bonds are hereby amended in their entirety to read as follows:

"*Credit Spread*" means (a) 1.68% per annum or (b) such other Credit Spread as determined by the Purchaser for a similarly situated borrower as the Borrower based on the 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.

"*Multiplier"* means, at the time of determination, the Purchaser's internally published multiplier for tax-exempt bonds, which shall be the same multiplier for tax-exempt Bonds quoted to customers of the Purchaser for such obligations. As of the First Amendment Effective Date, the Multiplier for tax-exempt bonds is 82%.

(c) The following defined terms in the Bonds are hereby deleted in their entirety:

"*Adjusted LIBOR Rate*"
"*LIBOR Business Day*"
"*LIBOR Rate*"
"*LIBOR/Swap Rate*"

(d) The clause beginning with "The Variable Rate Flex Private Placement Rate or the Fixed Rate Flex Private Placement Rate shall be determined as follows" on page 16 of the Bonds is hereby amended and restated in its entirety to ready as follows:

The Variable Rate Flex Private Placement Rate or the Fixed Rate Flex Private Placement Rate shall be determined as follows:

"Variable Rate Flex Private Placement Rate" shall be equal to (i) the sum of Term SOFR, plus the Credit Spread multiplied by (ii) the Multiplier. A Variable Rate Flex Private Placement Rate shall have a Rate Change Date that is the first day of the applicable Flex Private Placement Rate Mode Period and the first day of each Interest Period that occurs in such Flex Private Placement Rate Mode Period and the Rate Determination Date is the Term SOFR Determination Date.

"Fixed Rate Flex Private Placement Rate" shall be equal to (i) the sum of Term SOFR, plus the Credit Spread multiplied by (ii) the Multiplier. A Fixed Rate Flex Private Placement Rate shall have a Rate Change Date that is the first day of the applicable Flex Private Placement Rate Mode Period and a Rate Determination Date that is not more than thirty (30) Business Days prior to the first day of the applicable Flex Private Placement Rate Mode Period as agreed to by the Borrower and the Purchaser.

(e) The clause beginning with "Notwithstanding anything in the Indenture to the contrary, if the Credit Spread used in the calculation of the Flex Private Placement Rate is not 1.90 . . ." in on page 16 of the Bonds is hereby amended and restated in its entirety to ready as follows:

Notwithstanding anything in the Indenture to the contrary, if the Credit Spread used in the calculation of the Flex Private Placement Rate is not 1.68%, the Borrower shall deliver to the Trustee and the Purchaser an Opinion of Bond Counsel that such calculation and the application of the Flex Private Placement Rate to the Bonds does not adversely affect the tax-exempt status of the Bonds under the Code and applicable Regulations in effect and in the event that such Opinion of Bond Counsel is no delivered, the determination of the Flex Private Placement Rate shall be calculated using a Credit Spread of 1.68%.

(f) The Bonds are hereby amended to the add the following Section to the end thereof:

<ins>Effect of Benchmark Transition Event</ins>. Notwithstanding anything to the contrary herein or in any other Borrower Document (and any interest rate swap agreement shall be deemed not to be a "Borrower Document" for the purposes of this Section:

(i) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Borrower Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Borrower Document in respect of such Benchmark setting and subsequent

Benchmark settings without any amendment to, or further action or consent of any other party to, this Bond or any other Borrower Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Borrower Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrower without any amendment to, or further action or consent of any other party to, this Bond or any other Borrower Document.

(ii) *Benchmark Replacement Conforming Changes.* In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Purchaser will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Borrower Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Bond or any other Borrower Document.

(iii) *Notice; Standards for Decisions and Determinations.* The Purchaser will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Purchaser will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant this Section. Any determination, decision or election that may be made by the Purchaser pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Bond or any other Borrower Document, except, in each case, as expressly required pursuant to this Section.

(iv) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Borrower Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Purchaser in its reasonable discretion or (B) the administration of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Purchaser may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Purchaser may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) *Benchmark Unavailability Period*. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Bonds shall bear interest at the Base Rate.

Section 4. Effective Date of this Amendment. This First Amendment has been executed by the parties to be effective June 1, 2022, subject to execution and delivery of an opinion of Bond Counsel.

Section 5. Consent to Amendments. By execution of this First Amendment, the Borrower and the Bondowner are consenting to this First Amendment as required pursuant to Article X of the Indenture.

Section 6. Status of Indenture. Except as modified in this First Amendment, all the provisions, definitions, terms and conditions of the Indenture are ratified, approved and confirmed. All references to the Indenture in this First Amendment and the Bonds are references to the Indenture as amended and supplemented by this First Amendment.

Section 7. Severability. If any portion of this First Amendment is held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction, or in all cases because it conflicts with any other provision of this First Amendment or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision invalid, inoperative or unenforceable. The invalidity of any one or more phrases, sentences, clauses or sections in this First Amendment shall not affect the remaining portions of this First Amendment.

Section 8. Execution and Counterparts. This First Amendment may be executed in any number of counterparts, each of which is an original, but such counterparts shall together constitute but one and the same instrument.

Section 9. Direction to Trustee. By its execution hereof, the Bondowner directs the Trustee to execute this First Amendment.

IN WITNESS WHEREOF, the Authority, the Trustee, the Borrower and the Bondowner have caused this First Amendment to be executed by their duly authorized officers as of the date first written above.

VILLAGE OF GERMANTOWN, WISCONSIN

(SEAL)

By:____
Its Village President

By:____
Its Village Clerk

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: Computershare Trust Company, N.A., as agent and attorney-in-fact

By:____
Its:____

HEATHER LAKE, LLC

By:____
Its:____

BMO HARRIS BANK N.A.

By:____
Its:____

VILLAGE OF GERMANTOWN

RESOLUTION NO. 22-2022

A RESOLUTION DISALLOWING THE CLAIM OF
FAITH JOURNEY CHURCH, INC. FOR RECOVERY OF AN UNLAWFUL TAX

WHEREAS, Faith Journey Church, Inc. submitted a claim dated January 25, 2022 to the Village in which it asserts a claim for the recovery of allegedly unlawful property tax under Wis. Stat. § 74.35 with respect to the property at N120W21580 Freistadt Road in the Village of Germantown; and

WHEREAS, the Village Attorney has reviewed the facts and circumstances relating to the claim and recommended that the Village Board disallow the claim; and

WHEREAS, Wis. Stat. § 893.80 provides for the process by which the Village Board shall consider and handle claims made against the Village and its officers, agents and employees;

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the claim of Faith Journey Church, Inc. dated January 25, 2022 for the recovery of unlawful tax under Wis. Stat. § 74.35 is hereby disallowed.

BE IT FURTHER RESOLVED that the Village Clerk's office is directed, pursuant Wis. Stat. § 893.80(1g), to provide written notice of disallowance.

Introduced by: ____________________

Adopted: May 16, 2022

Vote: Ayes:__________ Nays:__________

____
Dean M. Wolter, Village President

ATTEST:

____
Deanna Braunschweig, WCMC/CMC
Village Clerk

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE:	May 16, 2022
AGENDA ITEM:	New Business
ITEM TITLE:	Approval to Contract for Construction Management Services__for the New Public Works Building
SUBMITTED BY:	Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

With the Final design of the Public Works Department Building nearing completion the selection of a Construction Management Services consultant is the next step prior to bidding the project. To this end Village staff have looked at the two ways to manage the construction end of the project without utilizing engineering staff. Construction Management can be performed in two approaches; 1) construction management can self-perform the various trades and sublet what they do not perform and 2) construction management does not self-perform any trade work and competitively bids all trades in the attempt to achieve the lowest cost. In addition, it is the legal opinion that the best way to meet the State Bid Law requirements is to competitively bid all trades. For this reason, staff selected a Request for Professional Services contract which required "No self-performing" of any work by the construction manager.

The decision to use this process greatly limited the number of bidders for the Request for Professional Construction Management Services since most construction management firms self-perform a majority of the work. To this end the Village received one response from Moore Construction Services in the amount of:

Construction Phase Fee:	$2.25% (@ est. bldg. cost of $28 mil = $630,000.00)
General Conditions:	$603,451.00

It is important to be under contract soon since the expected delay to obtain materials is growing longer and the Construction Management Service consultant would be the firm placing the orders for materials.

Moore Construction Services in recent projects is completing work for the City of New Berlin for a new DPW facility and has completed the renovation of the JC Penny's building for Amazon. Harwood Engineers was contacted and gave Moore a very good reference having performed several projects involving Moore Construction.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER __XX___

Proposal

RECOMMENDATION:

Staff recommends that the Village Board approve the Village entering into a contract with Moore Construction Services in the amount of 2.25% (est $630,000.00) for Construction Phase Fee and $603,451.00 for General Conditions and forward with a positive recommendation to the Village Board for approval.

MOORE CONSTRUCTION SERVICES LLC

YOUR CONSTRUCTION **PARTNER**

THE VILLAGE OF GERMANTOWN: DEPARTMENT OF PUBLIC WORKS

DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONSTRUCTION

MOORE CONSTRUCTION SERVICES LLC

YOUR CONSTRUCTION **PARTNER**

May 2, 2022

The Village of Germantown
Department of Public Works
Village Hall;

Attn: Lawrence Ratayczak, Director
N112 W17001 Mequon Road
Germantown, WI 53022

Dear Larry,

Thank you for the opportunity to submit a formal Proposal for The Village of Germantown Department of Public Works project. Moore Construction Services prides itself on being a trusted **PARTNER** collaborating with The Village of Germantown, Graef USA, and the rest of the project team to bring your project to life.

We pledge personal involvement from our Company's ownership and have specifically selected Austin Moore, Project Manager, and Jason Biver, Project Superintendent, based on their previous experience with projects of this nature. We are confident in our ability to seamlessly collaborate in order to exceed your expectations.

Our mission to *Positively Impact Lives* is achieved through our values of reliability, commitment, and results. In short, our mission is to enable our customers to accomplish their mission.

Sincerely,
MOORE CONSTRUCTION SERVICES

Michael J. Moore

Michael J. Moore
President

TABLE OF CONTENTS:

YOUR CONSTRUCTION PARTNER

SECTION 1: FIRM DESCRIPTION

F I R M D E S C R I P T I O N:

Moore Construction Services was founded by Mike Moore in 2007. After co-founding another construction firm in 1985, Mike formed Moore Construction Services predicated on the core values of **Commitment, Reliability, and Results.**

Mike's 38 years of experience gives him in-depth knowledge of the entire construction process, from preliminary budgeting to project close out. The firm has managed over $700 million of Educational, Financial, Commercial, Healthcare, Institutional and Industrial projects.

FI R M P R O F I L E:

SIZE: $60M annually
ORGANIZATION: Established in 2007
LEGAL STATUS: Limited Liability Company
PROFESSIONAL REGISTRATION 1106821

S I M I L A R P R O J E C T S:

DPW, City of New Berlin

Copart, Inc., Cottage Grove

Amazon, DML6, Wauwatosa

Five Star Fabricating, Inc, Twin Lakes

Copart, Inc., Milwaukee

Water Utilities, City of New Berlin

YOUR CONSTRUCTION PARTNER

MICHAEL J. MOORE

PRESIDENT

EXPERIENCE

After a successful career in construction that has spanned nearly three decades, Mike founded Moore Construction Services in 2007. His business acumen and commitment to exceptional project delivery has helped fuel the company's growth over the past ten years, earning multiple designations as one of the fastest growing companies in the region. Clients credit Mike's strong project management skills and abilities, his no nonsense approach to customer service, and his ability to assemble and organize highly efficient teams, as his primary keys to success. Most importantly, he commits to a true partnership approach on each and every project which supports the company mission to positively impact lives. This commitment has earned him a strong reputation in the industry for achieving high quality results.

Mike's role as President of Moore Construction Services is to manage and mentor all team members while ensuring the client's goals are kept top of mind and achieved. With more than $600 million worth of commercial projects under his belt and experience in building a strong and successful business operation, Mike is a leader who achieves project success.

EDUCATION & AWARDS

University of Wisconsin-Stout, 1984
Bachelor of Science, Industrial Technology, Concentration in Building Construction

President Award, 2015 *Menomonee Falls Chamber of Commerce*

Captain of Industry, 2017, *Menomonee Falls Chamber of Commerce*

Future 50 Fastest Growing Company, 2017, 2018, 2019, *MMAC COSBE*

Fastest Growing Firm, 2018, 2019, *Milwaukee Business Journal*

Newsmakers of the Year, 2019, *The Daily Reporter*

Business Owner of the Year, 2019, *The Daily Reporter*

PROFESSIONAL AFFILIATIONS

University of Wisconsin - Stout
Industry Advisory - STEM College/Construction Program 2018-19 Board Chair

Menomonee Falls Chamber of Commerce, 2013 President

Metropolitan Milwaukee Assoc. of Commerce, CEO Roundtable Facilitator

Catholic Memorial High School Building, Committee Chair

Menomonee Falls Chamber of Commerce, CEO Roundtable Facilitator

Froedtert Menomonee Falls Hospital, Foundation Board Member

NOTABLE PROJECTS

COMMERCIAL PROJECTS
Ally's Bistro & Ally's Powerhouse
Beyond Vision
Cubic Designs
Entrust Manufacturing
Five Star Manufacturing
Glenroy, Inc.
Kohn Law
Lake Country School District
Yerkes Observatory
Metal Era
Moore Corporate Office
Northwest Funeral Chapel
Server Products, Inc.
Standard Electric Supply
Tailored Label Products

INSTITUTIONAL PROJECTS
Carroll University
Catholic Memorial High School
Crossroads Community Church
Fox Point Lutheran
Hartford City Hall & Police Station
Holy Apostles Adoration Chapel
Kewaskum Public Library
Menomonee Falls School District
New Berlin Utilities
New Berlin Historical Museum
New Berlin DPW
New Berlin Activity and Recreation Center
St. Dominic Church and Gym
St. Paul Lutheran Church
Waukesha School District
Wauwatosa Ave. United Church

MULTI-FAMILY/SENIOR LIVING PROJECTS
Arrabelle Apartments
Drexel Ridge Apartments Phase II
Orchard Hills
Granary Apartments
Cedar Community; Cedar Bay West & Cedar Ridge Duplexes

MOORE CONSTRUCTION SERVICES LLC

YOUR CONSTRUCTION **PARTNER**

TOM SMITH, LEED AP

EXECUTIVE VICE PRESIDENT

EXPERIENCE

Tom is a highly-respected construction industry executive with 40+ years of project management experience in a variety of building types of all sizes and complexities. His forte is the ability to engage early on a project so he can establish a strong foundation by accurately estimating, budgeting and scheduling the project in real time. Once these preconstruction activities are complete and the goals for the project are established, Tom oversees the project managers and other team members to ensure they carry out all construction activities in a first-class manner. His guidance, knowledge and support enhance the entire building process and give owners the assurance that a successful outcome will be achieved.

Tom's core areas of expertise include commercial office, industrial, healthcare, multi-family housing, senior living and hospitality/retail. In these areas, he managed over $600 million worth of construction on hundreds of projects.

EDUCATION & TRAINING

University of Wisconsin - Madison 1983
Bachelor of Science, Construction Management

Icon of the Industry, 2020, *The Daily Reporter*

PROFESSIONAL AFFILIATIONS

American Institute of Constructors

City of Waukesha, Member of the Board of Appeals

NAIOP - Wisconsin

Project Management Institute

Wisconsin Green Building Alliance

WasteCap Wisconsin

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon DML6
CubeSmart Self Storage
Five Star Fabrication
Four Points Sheraton Hotel-Milwaukee Airport
Hanson Dodge Creative Office Building
Kahler Slater Architects Headquarters
Metal Era
Northwestern Mutual Life Corporate
Orthopaedic Associates of Wisconsin
Robert W. Baird Corporate Headquarters

INSTITUTIONAL PROJECTS

Brookfield Academy
City of New Berlin
Columbia St. Mary's Hospital
Froedtert Hospital North Tower Vertical
Goodwill Industries of SE Wisconsin
Greater Milwaukee Convention & Visitor's Bureau
Kettle Moraine YMCA
Sixteenth Street Community Health Center
The Lynde & Harry Bradley Foundation
U.S. Federal Courthouse
Village of Chenequa Town Hall & Police/Fire
Waukesha Civic Theatre
Waukesha Family YMCA
Westbrook Church
Westlawn Neighborhood Revitalization Wisconsin Humane Society

MULTI-FAMILY PROJECTS

601 Lofts Mixed-Use Development
Arrabelle Apartments
Drexel Ridge Apartments Phase II
Marquardt Village Senior Housing Development
Mercy Housing Johnston Center Residences
Orchard Hills Apartments
St. Catherine Commons Senior Living
SoNa Lofts Apartments
The Granary Apartments

YOUR CONSTRUCTION PARTNER

AUSTIN MOORE, LEED AP

VICE PRESIDENT

EXPERIENCE

Austin's professional experience in construction spans nearly a decade but, in reality, he has been honing his skills and talents ever since he was a young man with early aspirations for a long career in the industry. Starting at the bottom, he worked his way up, progressively taking on more jobsite responsibility and in-house operational duties. His dedication has helped grow the company in revenue and staff, while earning it a solid reputation for project delivery.

Austin currently oversees complex commercial, industrial, educational and religious projects for Moore Construction Services. He draws on his communication skills and technical abilities to engage and build consensus amongst diverse teams of stakeholders including owners, employees, subcontractors, staff and government officials. His hard work ethic drives project success from preliminary planning and estimating, through construction to post occupancy and beyond.

EDUCATION & AWARDS

University of Wisconsin-Stout, 2009:
- Bachelor of Science, Construction Management
- Minor in Business Administration

OSHA 30-hour
LEED Accredited Professional, 2009
Leadership Menomonee Falls, 2012
Asbestos Awareness Training, 2014
Rising Young Professional, 2018, The Daily Reporter
Project Manager of the Year, 2019, The Daily Reporter
Top Projects: Standard Electric, 2018, The Daily Reporter
Top Projects: Catholic Memorial High School, 2019, The Daily Reporter
Fastest Growing Firm, 2018, 2019, Milwaukee Business Journal
Future 50 Fastest Growing Firm, 2017, 2018, 2019, MMAC COSBE

PROFESSIONAL AFFILIATIONS

Chairman of Young Professional of Menomonee Falls, 2016
Facilitator of Young Professional Roundtable - Chamber of Commerce of Menomonee Falls, 2016
Board of Director Chamber of Commerce of Menomonee Falls, 2018
St. Dominic's Safety & Security Committee Member, 2015
Chairman St. Dominic's Safety & Security Member, 2016
Catholic Memorial Facility Committee Member, 2017
Architectural Control Board Member - Menomonee Falls, 2018
Architectural Control Board Member - Brookfield, 2021

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon DML6
Agro-Biosciences, Inc.
Copart, Inc.
Five Star Fabrications
Glenroy, Inc.
Landmark Credit Union
Layton State Bank
Metal Era
Moore Corporate Office
Tesla, Inc.
The Marq Downtown
Standard Electric Supply

INSTITUTIONAL PROJECTS

Catholic Memorial High School
City of New Berlin Water Utilities
City of New Berlin Arts & Recreation Center
City of New Berlin DPW
Facility Crossroads Community Church
Fairview Evangelical Lutheran Church Fox
Point Lutheran Church
Hartford City Hall & Police Station
Holy Apostles Church & School
Lakeshore Medical
Marian University
Saint A Clinical Services
School District of South Milwaukee
St. Elizabeth Ann Seton
St. Dominic Catholic Church
St. Paul Lutheran Church Wauwatosa
Avenue - United Church of Christ
Waukesha School District Wauwatosa
School District

MULTI-FAMILY PROJECTS

White Oaks Apartments

MOORE CONSTRUCTION SERVICES LLC

YOUR CONSTRUCTION **PARTNER**

JASON BIVER

PROJECT SUPERINTENDENT

EXPERIENCE

Jason's expertise in construction and facilities management encompasses more than twenty years of supervising building projects of all sizes and types throughout Southeastern Wisconsin. Currently, Jason’s focus is on commercial and industrial projects that are complex and have many stakeholders.

On the jobsite, Jason is successful at problem solving and running an efficient program to achieve client objectives. He manages daily on-site operations and oversees subcontractor work, monitoring all construction-related tasks so they are accomplished safely, within the approved schedule and in a high-quality manner that is representative of Moore Construction Services. Jason is an aggressive project advocate, a self-starting leader with high standards and has the expertise needed to turn challenges into positive results.

EDUCATION & TRAINING

OSHA 10 hour certification 2009

Uniform Dwelling Code Training, 2006

Managing Exterior Moisture Course, 2005

Rough Terrain Telescopic (Fork Lift) Certification (OSHA 1926.602), 2000 & 2011

Basic Supervision Course, 1999

Completed Course of Facilities Management, 1998

Completed C.P.O Course, Cert.#85-54750, 1996

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon DML6
Chicago Tube & Iron
Copart, Inc.
Create-A-Pack
Entrust
Five Star Fabricating
Gray & Associates Law Offices
Harken
Ingeteam
Kapco
Lake Geneva Yacht Club
Landmark Credit Union
Metal Era
River Glen
Rogers Behavioral Health
Rosendale Biodigester (BD2)
Sendik’s Grocery Stores
Standard Electric Supply
Tesla, Inc.

INSTITUTIONAL PROJECTS

St. Anthony on the Lake
Trek
University of Wisconsin Oshkosh

office: **262-345-1280** • email: **jason@moore-cs.com** • **moore-cs.com**

3. PROJECT APPROACH

Pre-Construction:

A big reason Moore Construction Services stands out as a valued construction partner is because of our Pre-Construction services, led by Executive Vice President, Tom Smith. If selected as the Construction Management firm, Tom will work with Austin , the architect, and owner to solidify the design, provide budgetary guidance, assist with permits and city approval, and solidify the project schedule. His proactive and diligent approach in all projects that he has led in his 40 years of experience, enables him to create an informed project budget, mitigating any surprises, and provide value engineering options to reduce cost. In summary, here are our main goals within our Pre-Construction process.

1. Prepare master schedule with milestones to track progress
2. Prepare initial budget with potential cost saving ideas
3. Track changes during the course of the design phase to confirm value is being achieved

ANTICIPATED ENVIRONMENAL & PUBLIC INVOLVEMENT CHALLENGES:

1. Engineering: Lead times for steel, precast, roofing materials, RTU's, Generator, Electrical switch gear.
   a. Early Bid Packages to lock in lead time and pricing.
2. MMSD approval, DNR approvals, Wet land fill permits. Confirm timely application and tracking of status.
   a. Request meeting if need be.
3. Final TID approvals
   a. Public hearing meeting with timely response to comments.

VALUE ENGINEERING:

1. VE options are handled as alternate bids within the bid packages we create. Examples are as follows:
   a. Grade beam ILO frost walls
   b. Precast panels finish options and textures
   c. Ballasted roof ILO fully adhered
   d. Skylights unit price
   e. Floor finish options
   f. Epoxy paint vs Latex
   g. AHU's vs in-floor radiant
   h. Alternate light fixture manufacture
   i. Pavement thickness
   j. Concrete pavement vs asphalt paving

4: FEES

MOORE CONSTRUCTION SERVICES

YOUR CONSTRUCTION PARTNER

Construction Phase Fee:	**2.25%**
General Conditions:	**$603,451**

DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
Superintendent	Hours	2580	$135	$348,300
Project Manager	Hours	967.5	$125	$120,938
Project Coordinator	Hours	322.5	$65	$20,963
Engineering Services				Not Included
Safety	Allow	1	$20,000	$20,000
Temporary Toilets	Months	15	$1,200	$18,000
Temporary Enclosures	Allow			Bid Pkg
Misc Job Supplies	Allow	1	$15,000	$15,000
Dumpster/Cleanup	EA	35	$500	$17,500
Final Cleaning	By Owner			By Owner
Job Trailer	Months	15	$850	$12,750
Technology	Months	1	$15,000	$15,000
Site Equipment	Months	15	$1,000	$15,000
Building Permits	By Owner			By Owner
Total				**$603,451**

5: PAST DISPUTES, ARBITRATION AND/OR MEDIATION

Claims in the past five years	**None**

6: SAFETY RECORD

2019:	**.92**
2020:	**.89**
2021:	**.86**

Moore Construction Services has an exemplary workplace safety record because of our commitment to safe work practices in every aspect of our business. *Our team has experienced NO lost time due to safety issues since the inception of the company.*

Additionally, we have hired SiteGuard Safety Services as our onsite safety consultant to provide safety audit reports.

7: COST

Construction Manager Services Cost	**See Page 8**

8: REFERENCES

City of New Berlin *DPW, Arts & Recreation Center & History Museum*	Greg Kessler *Community Development Director* gkessler@newberlin.org 262-797-2445
City of New Berlin *Water Utilities Building*	Jim Hart *Utility Manager* jhart@newberlin.org 262-786-7086
Amazon *DML6*	Asher Cousin *Regional Construction Manager* couasher@amazon.com 832-405-9656
Five Star Fabricating, Inc *Company Headquarters*	Carl Schultz *Chief Executive Officer* carlschultz@fivestarbodies.com 262-745-5198

CITY OF NEW BERLIN TESIMONIALS:

"The City of New Berlin has worked with Moore Construction Services on multiple occasions, such as our Historic Museum and Utility building additions and now our new Activity and Recreation Center and DPW. Our residents expect an efficient and cost-effective approach while also providing facilities that our community can be proud of. Moore understands these values and has been able to seamlessly work with our elected officials and staff to complete our projects. Working on public sector projects can have its challenges and it has become abundantly clear that Moore is always up for the task."

Dan Hogan, Code Compliance Specialist, City of New Berlin

"The staff at Moore Construction Services was very friendly and considerate of our building requirements and addressed our concerns promptly and efficiently. From design through close-out, the Moore staff listened to our needs and addressed our concerns in a highly professional manner. This helped make our building experience a very enjoyable one. We would highly recommend using Moore Construction Services for your building needs."

Jim Hart, Utility Manager, City of New Berlin

5) 2021 Road Program; Payne & Dolan, Inc. has completed all roads.
   - Elm Ln reconstruction (Wasaukee Rd to west termini) will hold off on placing the 2" surface course until June 2022. NO CHNAGE

6) Development of site plans for future DPW facility continues. New Building Plans at 90% complete. Village Board approved purchase of land to relocate DPW site/ Village offers for purchase land have been accepted. Rock investigation, Phase 1 environmental, site survey, soils investigation and Wetland Delineation are complete. Target date for bidding is June/July 2022 with possible construction start end of 2022. Occupancy revised to end of 2023 or spring of 2024.

7) CIPP (Cured In Place Pipe) Project; The project includes the remaining 7,654 LF of unlined 48-inch diameter RCP pipe and lining 530 VF of manholes. Project limits are from just south of Donges Bay & STH 145 to 124th & County Line Rd. This is the Main Interceptor sewer that transports the Villages wastewater to MMSD. Current flow of sewage will be pumped around work area with no disturbance to residents. By-Pass pump and pipe cleaning to start week of May 9, 2022.

8) Engineering Staff has submitted an application for an "STP" Funding Grant through the WisDOT to reconstruct Division Rd from Mequon Rd to Revere Lane. Funding is applied for to the WisDOT "Surface Transportation Program" (STP). Remaining section of Division Rd from Revere Lane to south of Wendy Lane will be completed under the Annual Road Improvement program. The Grant was not awarded, The Village resubmitted for future Grants.

9) The Village has been approved to receive a Grant from WisDOT through the HSIP funding program to make corrections to the intersection of Maple Rd & Mequon-Lannon Rd. The project will include turn lanes at Maple Rd and other horizontal alignment modifications. The Grant is for construction in 2024 and is a 90%-10% Grant where the Village is responsible for 10%. The estimated cost of the project is $800,000.00. This is the same type of funding that was the basis for the reconstruction of Freistadt Rd & Maple Rd. NO CHANGE

10) 2021 Annual Road Seal Coat program has completed work in the Business Park, (Mequon Rd to Donges Bay Rd.) and in the Industrial Park west of Maple Rd. Remaining seal coating work on residential streets to be completed in 2022 due to unfavorable weather conditions, contractor to honor 2021 pricing.

11) 2022 Annual Road Seal Coat program is in design with anticipated bid in May 2022

12) WIDOT has scheduled reconstruction of the intersection of Division Rd (CTH G) and STH 145. The new intersection will be a roundabout with design starting in 2021 and construction slated for 2023. This project is fully funded by the WIDOT.

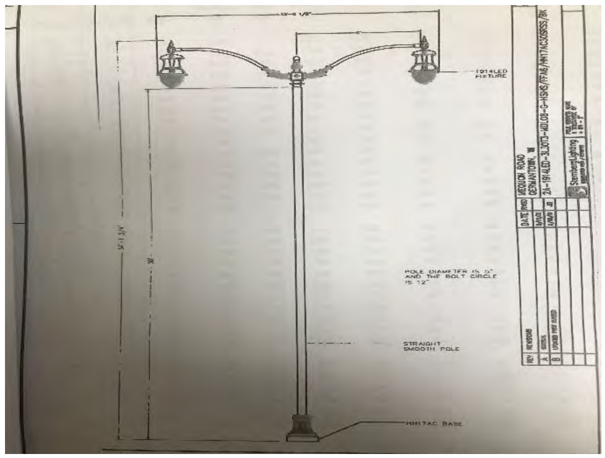
13) The 2022 Annual Road Improvement program was bid with Wolf Paving submitting the low bid. Alternate roads may be added as cost estimates of initial roads are completed. Initial roads included are:

- Bonniwell Rd (CTH G to termini)
- Fawn Ln (Maple Rd to termini)
- Holy Hill Rd (CTH G to termini)
- Maple Rd (Holy Hill Rd to Rockfield Rd)
- Lovers Ln (Division Rd to Century Ln)
- Century Ln (Lovers Rd to STH 145)
- Willow Creek Way: Pave Surface Course of Asphalt (TID #6 Funds)
- Woodside Acres Subdivision
- Willow Creek Way (TID #6 surface Course)
- Pheasant Lane

14) 2022 Local Road Improvement Project (LRIP) is a bi-annual Grant Program of State Funds managed by Washington County. In 2022 the Village of Germantown will receive approximately $63,874.00. These funds in conjunction with additional funds approved by the Village Board will be used to reconstruct Country Aire Dr from approximately 500 feet north of Mequon Rd to Freistadt Rd. Extension of the sidewalk from current termini to Friedenfeld Park to be included with payment by Neumann Development.

15) Private Development
- Murphy Pet Foods: installation of the public water main is complete, and Building Walls are 75% complete
- Capstone-41: footings/foundation, walls, roof complete: water service and sanitary sewer to building #1 is complete.
- Zilber #5 Building: submitted for review; construction not started (located west of Zilber #4)
- Dickman Bild #3 has been submitted for review. Located near the Illing Bidg.
- Heritage Park-North Subdivision is rescheduled for start construction early spring of 2022 (35 single family lots) Located at the northeast corner of Division Rd & Revere Ln
- Wrenwood-North Subdivision work continues. Grading work is approximately 70% complete. Installation of sanitary sewer and water main is approx. 90% complete. Estimate begin house construction summer of 2022. Developer has revised schedule to combine both phases for sanitary sewer and water main construction in 2022.

16) Mequon Rd Street Light Replacement: This Village project will replace the existing We-energies owned light fixtures/poles with Village owned LED street lights. The project limits are from Division Rd to Pilgrim Rd. Construction has started with anticipated completion early July. Project was bid with Wil-surge Electrical being the low bid.



17) The Village has applied for a SISP Grant through the WisDOT for replacement of the traffic Lights in the intersection of CTH Q & Appleton Ave.