

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, June 19, 2023 7:00 PM
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 link:** <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mbac09c1bf900c82b3d4fd86d044402dc> **Meeting number** 2551 746 8900 **Meeting password** RGfHMePh684 **Join by video system** 25517468900@villageofgermantown.my.webex.com **Join by phone** +1-408-418-9388 **Meeting number** 2551 746 8900

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. All written comments will be entered into the record as if given at the hearing / meeting and made available to the members of the Village Board for consideration but may not be read during the hearing / meeting.

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:**
- VI. **CITIZEN INPUT:**
- VII. **APPOINTMENTS:**
 - A. Board of Zoning Appeals
 1. Lilibeth Yao
- VIII. **CONSENT AGENDA:**
 - A. June 5, 2023 Minutes.
 - B. Resolution Adopting 2022 Compliance & Maintenance Annual Report (CMAR) WIDNR
 - C. Grading Easement for Holy Hill Rd Reconstruction - Wetterau Easement
 - D. Capstone 41 Development - Public Watermain and Sanitary Sewer Easements
 - E. TDC Willow Creek LLC Development Easement
 - F. Award of Contract for Legend Avenue Culvert Replacement
 - G. Development Agreement - Dickman (Willow Creek)
 - H. Development Agreement - Keller/F-Street (Town Nine Industrial Park)
 - I. Amended Development Agreement - Capstone Building #2

- J. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023, and ending June 30, 2024:
1. **Barley Pop Brew Haus, LLC**, Jodi Kanzenbach, Agent, W4535 County Road A, Fredonia, d/b/a **Barley Pop Pub & Restaurant**, N116W16137 Church St First Floor, Basement Storage, outside beer garden located on North Side of Building and an additional 35'x39.10' on the Western Side of business. During July 4 parade beginning at 11 am outside extension from east end of building to western end to sidewalk.
 2. WI Bier Stube LLC, Charles Hastings, Agent, N116W15841 Main Street, d/b/a **Von Rothenburg Bier Stube**, N116 W15863 Main Street. Basement keg cooler, 1st floor bar, includes outside fenced beer garden and garage extended to parking lot open until 10:00 p.m.
 3. BSC Wisconsin LLC, Eric D Schroeder, Agent, N132W17573 Rockfield Road, Richfield, d/b/a **Big Sky Country Bar & Grill**, W204N11498 Goldendale Rd, Bar Area, Dining Area on First Floor, Banquet / Dining Area in basement, Office and 8' x 55' outside patio on side open until 10:00 p.m.
 4. Black Dog Hospitality LLC, Jake Woller, Agent, N112W21209 Mequon Road, d/b/a **Bixenberg Tavern**, N112W21209 Mequon Road, NE Room of Building, 1st floor; East Patio; SE of Building on First Floor, and South Deck. Stored in Basement and Northeast side of Building on First Floor.
 5. Blackstone Creek Golf Club Ltd, Troy Schmidt, Agent, N105W14467 Wilson Circle, d/b/a **Blackstone Creek Golf Club**, N112W17300 Mequon Rd, Clubhouse bar, golf shop, includes golf course property of 156 acres.
 6. Blazin Wings, Inc, Allen Hart, Agent, d/b/a **Buffalo Wild Wings**, N96 W17990 County Line Rd Patio, dining, bar, and beer cooler in kitchen. Attached patio with hours restricted between 10:00 pm and 8:00 am Reserve.
 7. Bubs on Main LLC, Scott Pecor Agent, 10908 N Essex Drive, d/b/a **Bubs Irish Pub**, N116W16218 Main Street, Bar and Banquet, South Side Entry Ramp and Two Triangle Grassy Areas on Southeast side of building
 8. Brinker Restaurant Corporation, James Linderman, 142 N Western Ave #J, Neenah, d/b/a **Chili's Grill & Bar**, N96W18640 County Line Rd; dining area and bar area, storage and five to go parking areas.
 9. Das Barrel Room LLC, Mark Brooks, Agent, N52W14018 Aberdeen Dr, Menomonee Falls, d/b/a **Das Barrel Room**, W201N10466 Appleton Ave, Main Building Basement Bar, Storage Room, Dining Areas, Deck and Lawn off back of building.

10. Eastern Kettle Moraine Moose Lodge 1238, William Numrich, Agent, N88W17521 Christman Road, Menomonee Falls, d/b/a **E.K.M. Moose Lodge**, W198N10217 Appleton Ave, includes main building, kitchen, hall, and outside pavilion 22' x 20', and open area for Lodge picnics including buildings to be open until 10:00 pm, 480' x 525' grounds area.
11. Fawn Lane, LLC, Boro Buzdum, Agent, 7697 County Highway WW, West Bend, d/b/a **Buzdum's Pub & Grill**, W188N10515 Maple Rd First Floor and basement and patio and field.
12. Florian Park, Inc., Ryan Rahl, Agent, 311 Preserve Way, Colgate, d/b/a **The Florian**, N111 W18611 Mequon Rd three interior bars in two ballrooms, liquor storage room, beer cooler, includes outside premise Willow Path, Willow Gardens, and Willow Point on south end of Willow Pond to be open until 10:00 p.m. and outdoor designated smoking area to the north of property.
13. Germantown American Legion Post #1, Inc, James A. Heimann, Agent, 2584 Country Aire, Cedarburg, d/b/a **Germantown American Legion Post #1**, N120 W15932 Freistadt Rd, Hall, bar, lounge, walk in cooler, office storage.
14. Goldendale Legacy LLC, Emily Schaefer, Agent, 1510 Greentree Road, d/b/a **Broken Chandelier**, W204 N11912 Goldendale Rd. (First Floor, basement, includes horseshoe courts, path, outside fenced area to be open until 10:00 p.m., and outside front porch area)
15. Northridge Automotive Enterprises, Inc, David L Iverson, Agent, N166W19523 Ravens Way, Jackson, d/b/a **Ivee's at Main**, W157N11618 Fond du Lac Ave, 2300 square foot restaurant, and outside patio in front of building until 10:00 pm
16. Matteos AC LLC, Karla Coites, Agent, 761 S River Road #8, West Bend, **Matteo's**, W156 N11058 Pilgrim Rd, Bar Area, Dine In Area, Patio, Office, Hall and Kitchen
17. Barley Pop Brew Haus, LLC, Jodi Kazenbach, Agent, 709 S 2nd Ave, West Bend, d/b/a **The Precinct**, W161N11629 Church St Includes outside patio and additional 23'x35.9' beyond patio.
18. Robin L. Bird, LLC, Robin L. Bird, Agent, W188N13367 Maple Rd, Richfield, d/b/a **Sports Corner Bar & Grill**, W187N12793 Fond du Lac Ave includes main floor, basement, outside volleyball courts and smoking room to be open until 10:00 pm
19. ST1X Golf Entertainment Bar LLC, Robert Stafford, Agent, 13985 N Pine Bluff Rd, Mequon, d/b/a **Stix Golf**, W164N11271 Squire Dr
20. Tiny T's, Christine Brockman W156N11625 Pilgrim Road, W156 N11638 Fond du lac, d/b/a **Tiny T's**, bar, basement, outside patio, 4th of July, sand area backyard behind building and to the side of the garage for summer / fall bags

21. Wolverine WI LLC, Charles Hastings, Agent, N116W15841 Main Street, d/b/a **WI Big Boy**, N116 W15841 Main St, keg cooler basement, upstairs liquor room, bar area, includes outdoor deck open until 10:00 pm
- K. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of "Class C" Wine License for the period commencing July 1, 2023, and ending June 30, 2024:
 1. Latitude Café LLC, Shackar Levy, N87W15878 Bellevue Blvd, Menomonee Falls, **Latitude Café** LLC, W156N9635 Pilgrim Road, Wine in locked cabinet and dining area
 2. Old Germantown LLC, Scott Sommer and Georgene Sommer, W148N12696 Pleasant View Dr, **Main Café**, Brewery, Outdoor Patio, Future Storage included in Storage Building to the East of Main Facility
- L. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a Class "B" Fermented Malt Beverage License and "Class C" Wine License for the period commencing July 1, 2023, and ending June 30, 2024:
 1. Brama's Pizzeria LLC, Carrie Wegner, N116W12831 Elm Lane, d/b/a **Brama's Pizzeria**, N112W16700 Mequon Road, Coolers, and bar area located on the West wall, rear of restaurant in locked storage room / office, parking lot area in front of restaurant.
- M. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Winery License and Class "B" Fermented Malt Beverage License for the period commencing July 1, 2023, and ending June 30, 2024:
 1. Apple Works Winery LLC, Kevin H. Behnke, Agent, W179N12536 Fond Du Lac Ave., d/b/a **Apple Works Winery/Behnke Estates**, W179N12536 Fond Du Lac Ave. Winery Store/Sales, and Tasting Room Pole Building; Wine Manufacturing and storage; Includes outdoor patio area and tent
- N. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class A" Fermented Malt Beverage, including cider, and Intoxicating Liquor License, for the period commencing July 1, 2023, and ending June 30, 2024.
 1. Aldi Inc., Jessica Lomibao, Agent, 254 Nicks Way, Belgium, d/b/a **Aldi #67**, N96 W18838 County Line Rd. Single Story Brick Bldg., Grocery Store, Alcohol Beverages will be sold on the sales floor and stored in the backroom
 2. Colgate Gas, Inc, Didar Singh, Agent, W150N7248 Paseo Lane, Menomonee Falls, d/b/a **County Line BP**, N96 W21962 County Line Rd, Shelves, Cooler, Beer Cave, Storage
 3. Kwik Trip, Inc., Kimberly Kuecker, Agent, 320 N German St, Mayville, d/b/a **Kwik Trip 631**, W188N10963 Maple Rd storage coolers, Sales Floor and Behind Counter

4. Sendik's Germantown LLC, Theodore Balistreri, Agent, 5566 N Diversey Blvd, Whitefish Bay, d/b/a **Sendik's Food Market**, N112W15800 Mequon Rd, store, and storage, includes exterior parking stalls designated for on-line grocery pick up
5. Ultra Mart Foods, LLC., Kristi O'Connor, Agent, 9611 W Forest Home Ave, Hales Corners, d/b/a **Pick 'n Save 6357**, N112 W16200 Mequon Rd. Grocery and liquor store, includes exterior parking stalls designated for on-line grocery pick up. Displayed throughout the store.
6. Walgreen Co., Vickie Matt, Agent, 10174N9444 Devon Wood, Menomonee Falls, d/b/a **Walgreens #05427**, W156 N11261 Pilgrim Rd, 13,906 square foot building
7. NSM Enterprises LLC owned by Naheed Naseem, Naseem Abbas, Agent, N114W15775 Sylvan Ct, 20, d/b/a **Willow Creek BP**, W201 N10451 Appleton Ave, Behind the Counter, Back Office, Stock Area
8. Wal-Mart Stores East, LP, Alexey Hunt, Agent, 202 Royal Court, Appleton; d/b/a **Wal-Mart 1515**, W190N9855 Appleton Ave, 103,075 square foot building, 1,465 foot in front of building for display and storage, and outside parking lot specifically designated for online grocery pick up)
- O. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a Class "A" Fermented Malt Beverage, including cider for the period commencing July 1, 2023, and ending June 30, 2024
 1. Fleet Farm Group, LLC, Shawn Stockfisch, Agent, N173W20425 Crestview Dr, Jackson, d/b/a **Fleet Farm**, N9618200 County Line Road, on pallets/shelves and in back room
 2. Speedway, LLC, Richard Eastham, Agent, 8290 W Orchard, West Allis, d/b/a **Speedway 4465**, W178 N9653 Riversbend Lane, Store, walk in cooler, sales area, storage / furnace room.
 3. Speedway, LLC, Dawn Reith, Agent, N75W222586 Cherry Hill Rd, Sussex, d/b/a **Speedway 4495**, W164 N11233 Squire Dr, store, walk in cooler, sales area / storage furnace room.
- P. Intergovernmental Agreement with the Germantown School District Regarding the School Resource Officer Program

IX. UNFINISHED BUSINESS

X. NEW BUSINESS:

- A. Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane.
- B. Increased cost for DOT project at Lannon & Maple Rds
- C. Appointment of Zachary Kessler as Germantown Village Clerk

- D. Authorization to enter into a contract for recruitment services for a Public Works Director and Village Engineer.
- E. Authorization to enter into a contract for interim Director of Public Works services.
- F. Facility Usage Agreement Between the Village of Germantown and the Germantown School District
- G. Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the Village of Germantown for Acquiring Lands for Greenseams and Comprehensive Outdoor Recreation Plan.
- H. Agreement with Greystone Partners Inc. for redevelopment and property acquisition services. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.
- I. Acquisition of Grosenik Property - N116 W15843 Main Street and W157 N11593 Fon du Lac Avenue. The Village Board may enter into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on July 17, 2023 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
INFORMATION PROFILE FOR
PUBLIC SERVICE APPOINTMENT CONSIDERATION**

NAME: Lilibeth Yao **HOME/CELL PHONE:** 262.502.0596
ADDRESS: W150N10296 Windsong Cir. W.
CITY/STATE/ZIP: Germantown, WI. 53022 **BUSINESS PHONE:** N.A.
E-MAIL ADDRESS (for Committee related contact use only): lbyao2020@gmail.com

Please *circle* the days and list times that you are **AVAILABLE FOR MEETINGS:**

MON-TUES-WED-THUR TIME: after 5:30 P.M.
28

RESIDENCY: Years in Village: _____

AREAS OF POSSIBLE INTEREST: Please mark your choices

☐ Utility Advisory Committee	☐ Police & Fire Commission
☐ Plan Commission	☐ Park & Recreation Commission
☒ Board of Zoning Appeals	☐ Ethics Board
☐ Library Board	_____ Senior Center
	Advisory Comm.
☐ Tourism/Betterment Committee	☐ Economic Development Commission
☐ Historic Preservation Commission	☐ Building Const. Oversight Committee
☐ Board of Review	

Please indicate your reason for applying for this position, ***any education or experience that would be relevant to the specific committee(s) you have requested*** and any other pertinent information that you feel would be helpful in selecting you for a position.

I was initially appointed as an alternate to the Board of Zoning Appeals in 2020 and under-wen
_____ capacity if the opportunity exists.

Professional Experience : Includes leadership positions overseeing Administrative Services,

Education : M.B.A. from Marquette University

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, June 5, 2023 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*

The meeting was called to order by Attorney Sajdak at 7:11 p.m.

- II. **ROLL CALL:**

All members were present except President Wolter, Trustee Kaminski, and Trustee Pieper.

- III. **PLEDGE OF ALLEGIANCE:**

- IV. **PRESIDENT'S REPORT:**

Trustee Rick Miller took over the meeting.

The president's report was postponed.

- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**

Members discussed upcoming events and meetings.

- VI. **CITIZEN INPUT:**

Nancy Rydell of Council Bluff Drive spoke up for a follow up on her claim.

Scott Hefle of Old Farm Road spoke about the road crack sealing.

- VII. **APPOINTMENTS:**

Motion: Approve

Motioned By: Dennis Myers

Seconded By: Jan Miller

Yes: David Baum, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller

No: None

Abstain: None

A. Economic Development Commission

1. Kimberly Higginbotham

2. Dani Yegge

3. Scott Hefle

VIII. CONSENT AGENDA:

Motion to approve Concent Agenda B-F.

Motion: Approve

Motioned By: David Baum

Seconded By: Phil Hudson

Yes: David Baum, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller

No: None

Abstain: None

Motion to approve A. Approval of Minutes May 15,2023, Meeting. No changes.

Motion: Approve

Motioned By: David Baum

Seconded By: Jan Miller

Yes: David Baum, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller

No: None

Abstain: None

A. Approval of Minutes May 15, 2023, Meeting.

B. 2023 Village Employee Payrate Chart

Support Service Manager, Erin Hirn, requested approval of the 2023 Village Employee Payrate Chart.

C. Accounts payable/payroll:

1. May 23, 2023 Payroll \$251,404.25

2. May 12, 2023 Accounts Payable \$708,603.47

3. May 19, 2023 Accounts Payable \$2,738,686.67

4. May 20, 2023 Accounts Payable \$1,450

5. May 26, 2023 Accounts Payable \$267,844.81

D. Sergeant Position- Creation of a sergeant position in part using funds available through the recently vacated officer position

- E. An ordinance creating section 7.14(6) of the municipal code of the Village of Germantown relating to impoundment of vehicles used in certain reckless driving offenses
- F. Turnout Gear Purchase

IX. UNFINISHED BUSINESS

- A. Update on Utility Billing System and Summer Sewer Service Credit
Administrator Kreklow presented the update on the utility billing system and summer sewer service credit.

X. NEW BUSINESS:

- A. Police Department Non-Represented Employee Salaries
Steve Kreklow presented the police department non-represented employee salaries.
Motion: Approve
Motioned By: Dennis Myers
Seconded By: Phil Hudson

Yes: David Baum, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller
No: None
Abstain: None

- B. Appointment of Finance Director
Motion: Approve
Motioned By: Dennis Myers
Seconded By: Phil Hudson

Yes: David Baum, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller
No: None
Abstain: None

- C. Appointment of Erin Hirn as Interim Village Clerk
Motion: Approve
Motioned By: Dennis Myers
Seconded By: David Baum

Yes: David Baum, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller
No: None
Abstain: None

- D. Administrator Setting 2023 Performance Goals Update. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

Motion to enter into closed session.

Motion: Approve

Motioned By: Dennis Myers

Seconded By: David Baum

Yes: David Baum, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller

No: None

Abstain: None

XI. ADJOURNMENT:

The meeting adjourned at 8:40 p.m. in closed session.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Resolution

ITEM TITLE: Resolution Adopting 2022 Compliance & Maintenance Annual Report (CMAR) WIDNR

SUBMITTED BY: Tim Zimmerman

SUMMARY EXPLANATION:

I am presenting for your review the 2022 CMAR (Compliance Maintenance Annual Report). This requirement went into effect on January 1, 2006 as part of the renewal of our WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit under the authority of Chapter 283, Wisconsin Statutes and the requirements of Ch. NR 208 Wisconsin Administrative Code. The report must be accepted by resolution by the governing body (Village Board) before submission to the Department of Natural Resources.

ATTACHMENT:

1. A. Compliance Maintenance Annual Report 2023
2. A. Sewage Collection System Data
3. A. Resolution Adopting WPDES CMAR 2023

RECOMMENDATION:

It is my recommendation to send forward to the Village Board the 2022 CMAR and adopt its results by resolution of the full Village Board.

ACTION BY Committee:

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.

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 2022

Financial Management

1. Provider of Financial Information		
Name:	Timothy Zimmerman	
Telephone:	262-253-7765	(XXX) XXX-XXXX
E-Mail Address (optional):	tzimmerman@germantownwi.gov	
2. Treatment Works Operating Revenues		
2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?		
● Yes (0 points) ☐		
○ No (40 points)		
If No, please explain:		
2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?		
Year: 2022		0
● 0-2 years ago (0 points) ☐		
○ 3 or more years ago (20 points) ☐		
○ N/A (private facility)		
2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?		
● Yes (0 points)		
○ No (40 points)		
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds		
3.1 When was the Equipment Replacement Fund last reviewed and/or revised?		
Year: 2022		
● 1-2 years ago (0 points) ☐		
○ 3 or more years ago (20 points) ☐		
○ N/A		
If N/A, please explain:		
3.2 Equipment Replacement Fund Activity		
3.2.1 Ending Balance Reported on Last Year's CMAR		\$ 437,753.00
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		\$ 437,753.00
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		\$ 51,715.70
		+

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:

6/1/2023

2022

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 489,468.70

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 125,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Private property I/I remediatio	\$674,000	2023
2	Removal of Lift 2	\$1,200,000	2024
3	Sewer extension Village of Richfield	\$9,000,000	2024

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 8

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 **2022**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	54,881	
February	44,106	
March	39,029	
April	41,598	
May	45,941	
June	40,237	
July	47,637	
August	43,108	
September	48,811	
October	106,189	
November	48,119	
December	56,952	
Total	616,608	0
Average	51,384	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 2022

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
None at present	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 2022

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- ☒ Comply with the conditions of the WPDES permit
- ☒ Minimize the occurrence of preventable overflows
- ☒ Minimize the life cycle ownership costs of the collection system assets
- ☒ Improve or maintain the level of customer service
- ☒ Improve or maintain system reliability
- ☒ Reduce the potential threat to human health from sewer overflows
- ☒ Provide adequate capacity to convey peak flow
- ☒ Manage infiltration and inflow

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter 13 Municipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2022-03-01

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 2022

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

<https://www.germantownwi.gov/DocumentCenter/View/74/Village-of-Germantown---Development-Handbook>
<https://www.germantownwi.gov/DocumentCenter/View/3639/Sanitary-Manhole-and-Sampling-Manhole-Detector>

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	18.79	% of system/year
Root removal	0	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	5.8	% of system/year
Manhole inspections	11.1	% of system/year
Lift station O&M	210	# per L.S./year
Manhole rehabilitation	.010	% of manholes rehabbed

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 **2022**

Mainline rehabilitation	4.1	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	100	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

35.68	Total actual amount of precipitation last year in inches
34.89	Annual average precipitation (for your location)
110.75	Miles of sanitary sewer
8	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
2	Number of basement backup occurrences
3	Number of complaints
3.241	Average daily flow in MGD (if available)
3.804	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.02	Basement backups (number/sewer mile)
0.03	Complaints (number/sewer mile)
1.2	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☐ Yes
- ☒ No

If Yes, please describe:

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 **2022**

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? ● Yes ○ No If Yes, please describe: Rain event of 9-11 - 9-12, 2022. 5.48" categorized as a 200 year recurrence interval storm by MMSD. We contained all peak flows within the system without an overflow or basement backups. Much thanks to the Village of Jackson for mutual aid with their combination machine. Our largest Lift station was at capacity pumping for 6.5 hours. 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: I/I is trending down due to manhole rehab and mainline grouting, and less over all precipitation 5.4 What is being done to address infiltration/inflow in your collection system? On going manhole rehab, mainline pipe evaluations, PP I/I program through MMSD	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/1/2023 2022

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Village of Germantown - Village Board

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

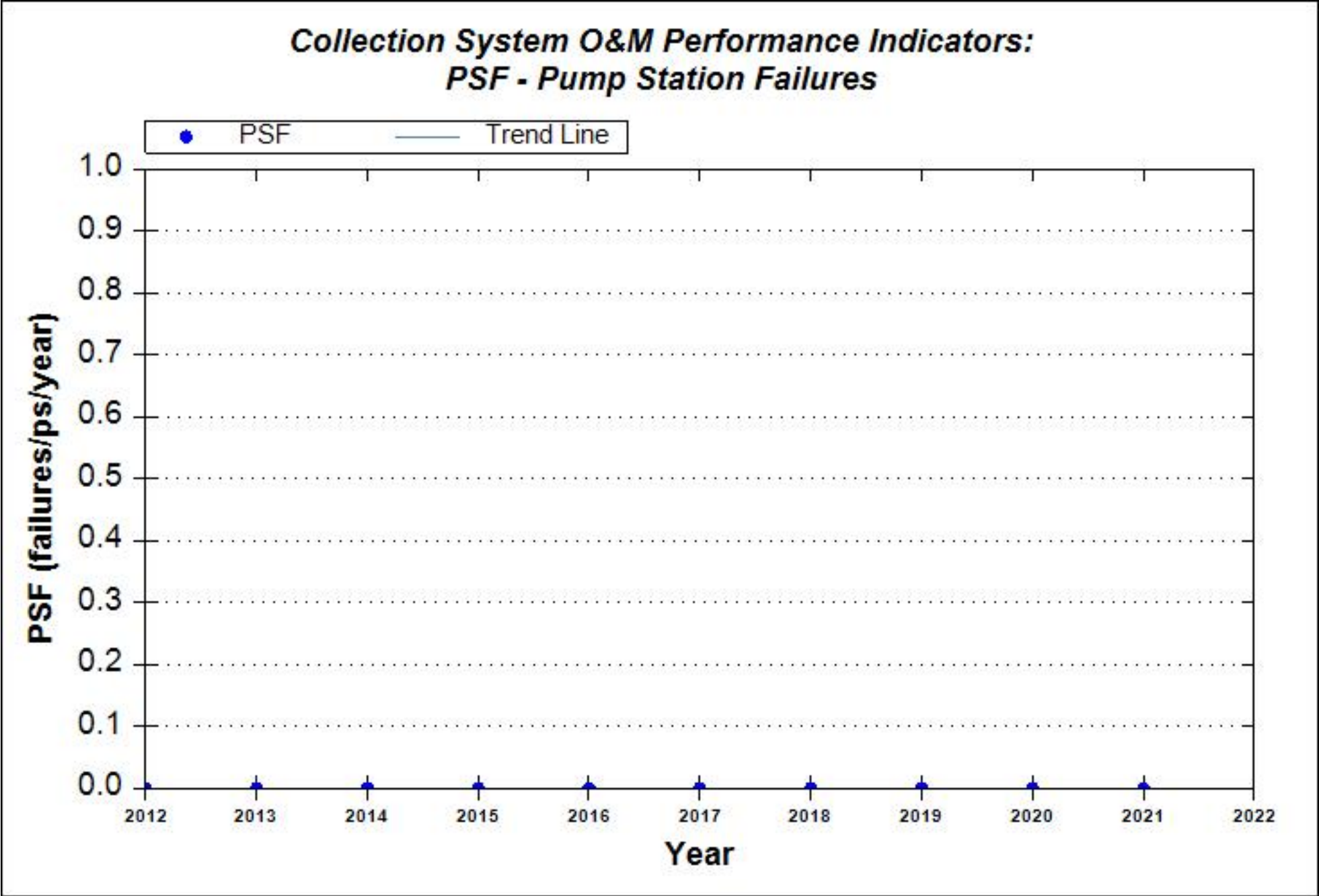
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

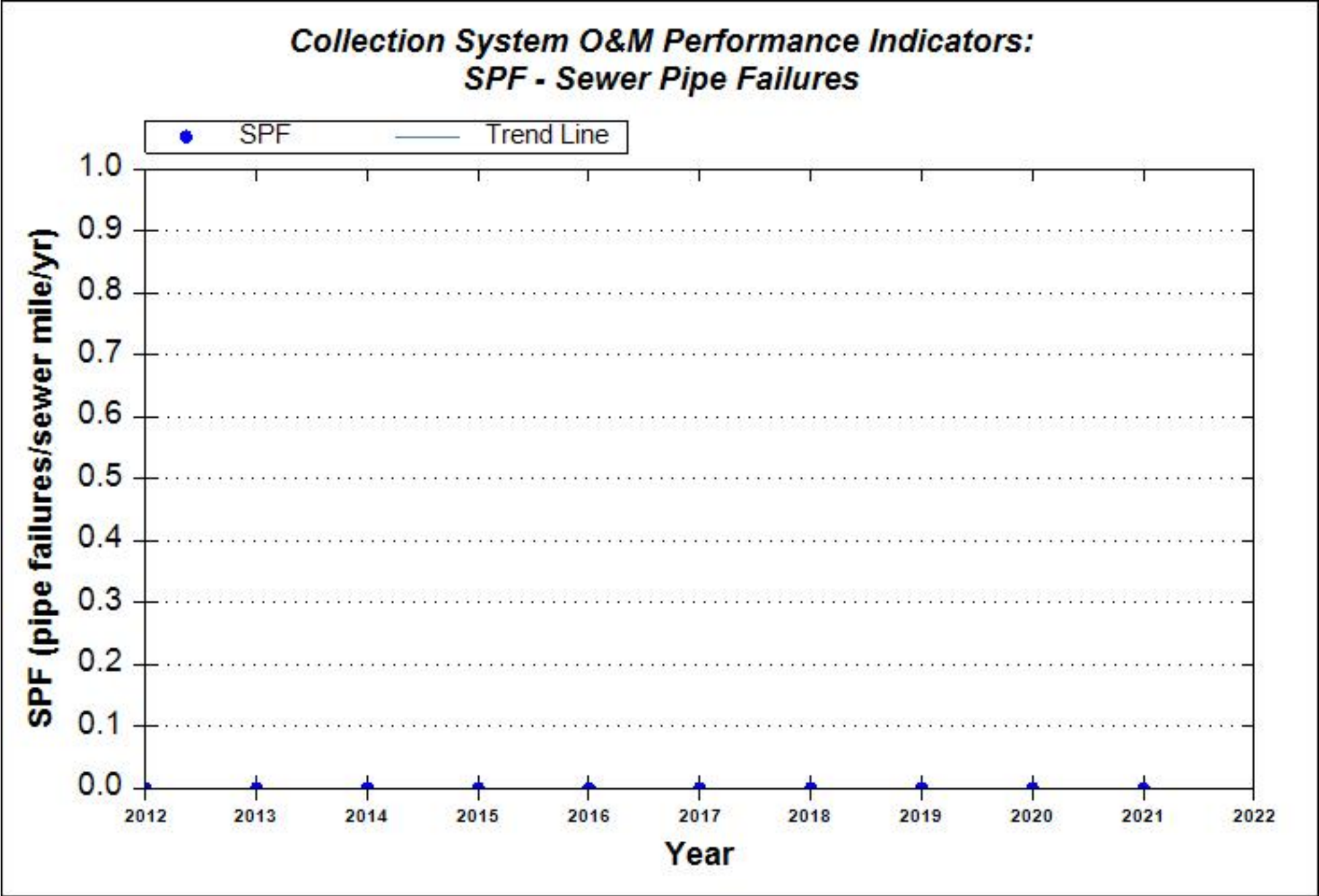
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

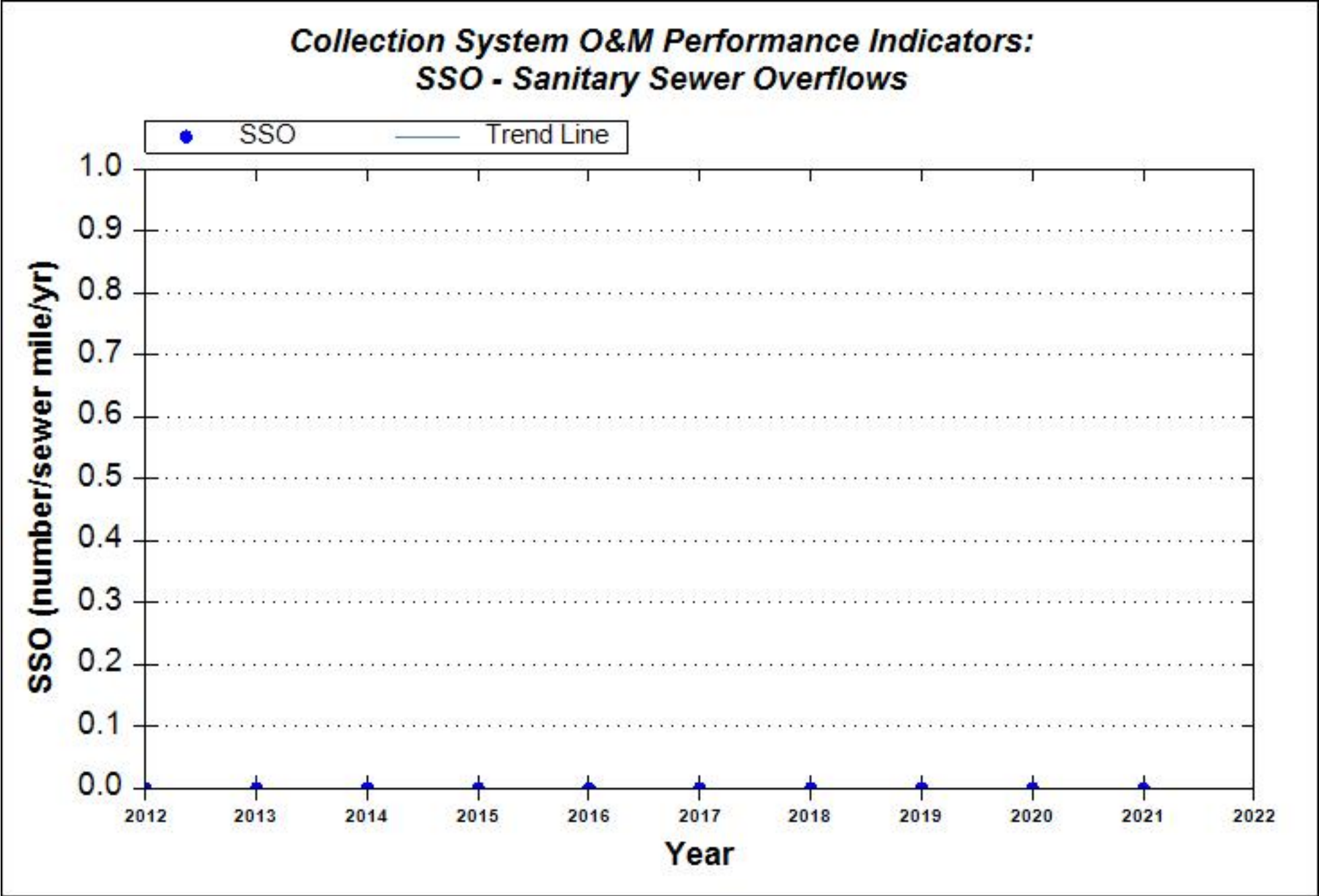
Germantown Sewage Collection System
Linear equation uses 2012 - 2022 CMAR data
for Trend Line: PSF: $y = 0x + 0$



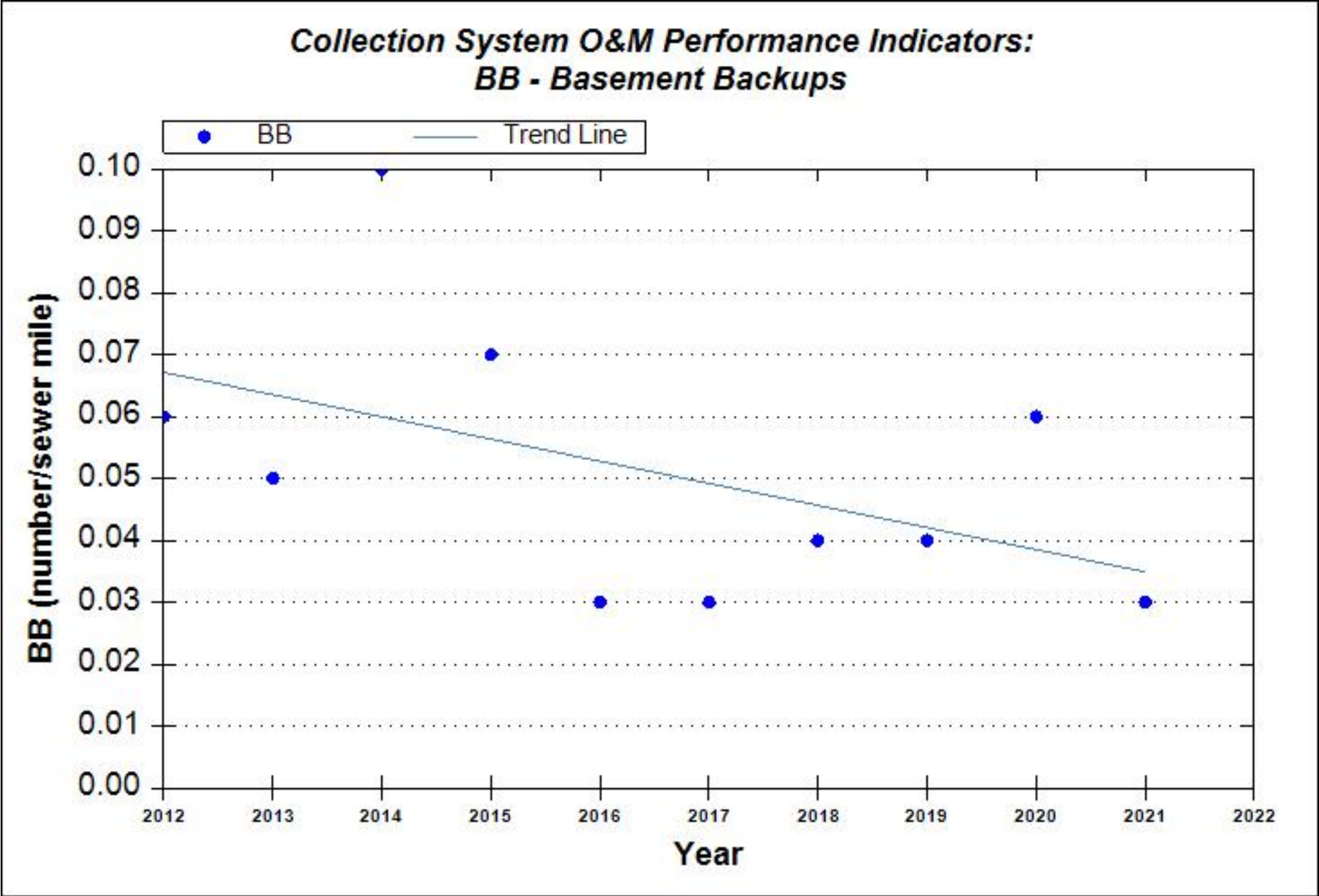
Germantown Sewage Collection System
Linear equation uses 2012 - 2022 CMAR data
for Trend Line: $SPF: y = 0x + 0$



Germantown Sewage Collection System
Linear equation uses 2012 - 2022 CMAR data
for Trend Line: SSO: $y = 0x + 0$



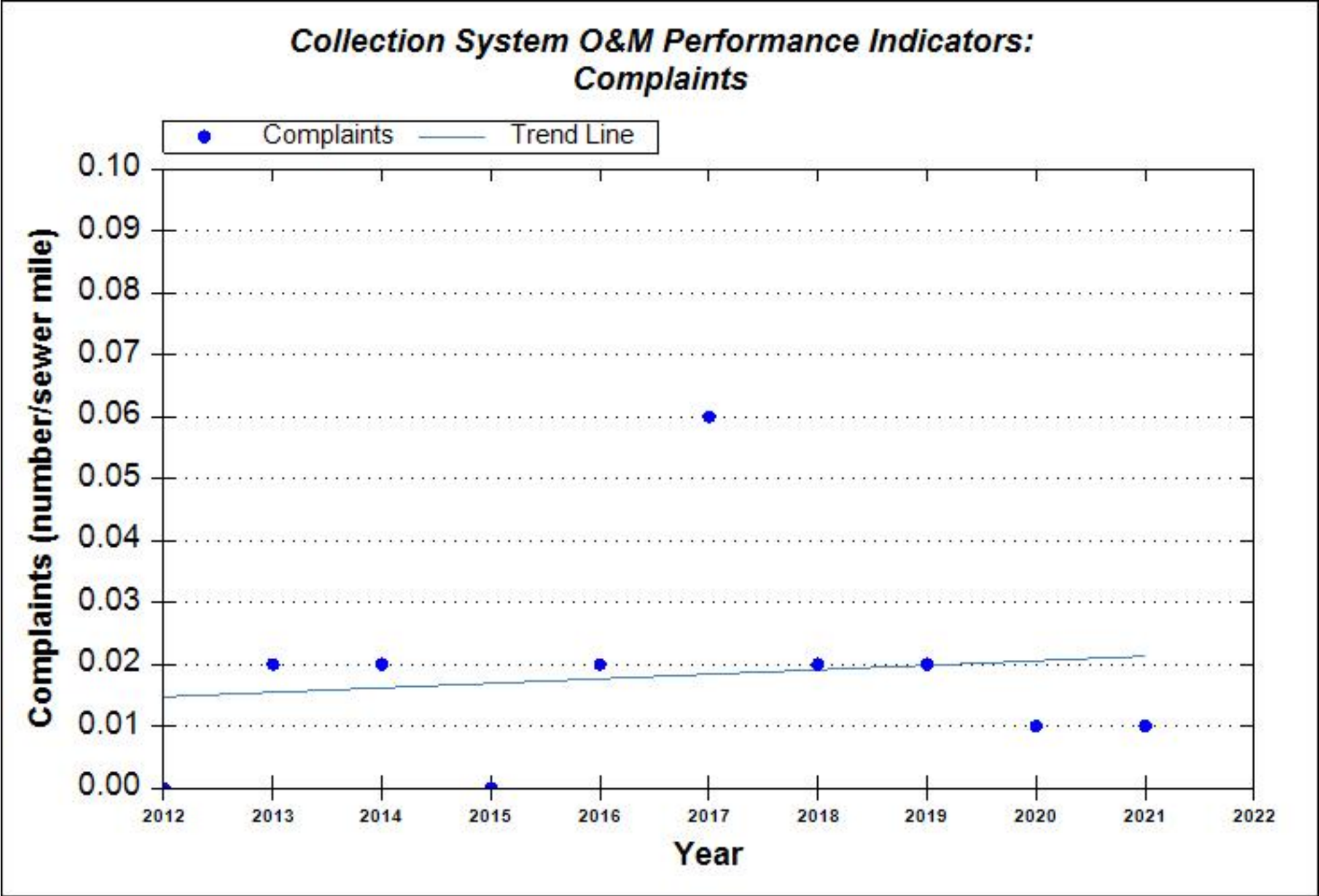
Germantown Sewage Collection System
Linear equation uses 2012 - 2022 CMAR data
for Trend Line: BB: $y = -0.003576 x + 0.07$



Germantown Sewage Collection System

Linear equation uses 2012 - 2022 CMAR data

for Trend Line: Complaints: $y = 0.000728x + 0.01$

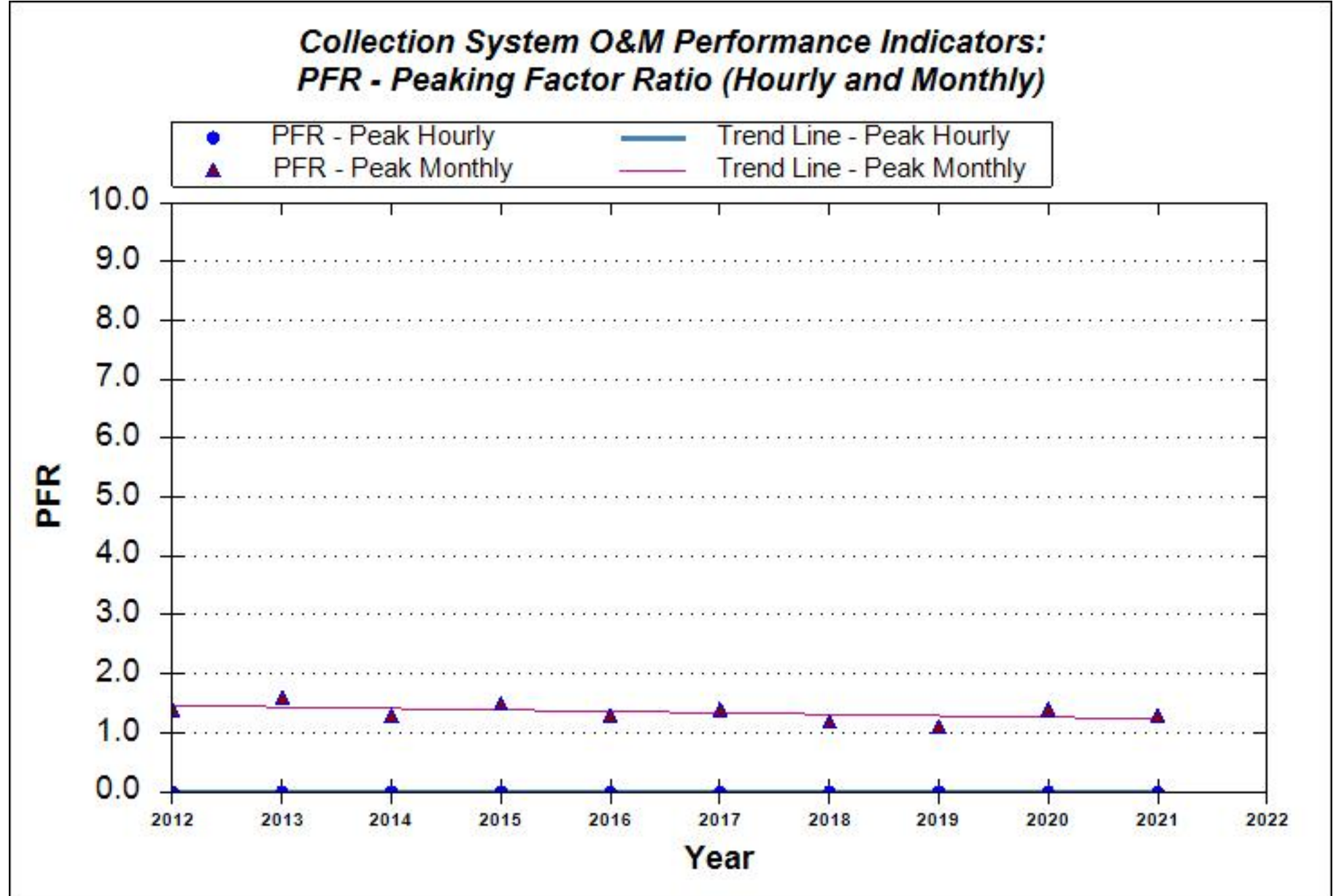


Germantown Sewage Collection System

Linear equations use 2012 - 2022 CMAR data

for Trend Lines: PFR - Peak Hourly: $y = 0x + 0$

PFR - Peak Monthly: $y = -0.024848x + 1.46$



STATE OF WISCONSIN
VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 08-23

A RESOLUTION ADOPTING THE 2021 WISCONSIN POLLUTION DISCHARGE
ELIMINATION SYSTEM COMPLIANCE MAINTANCE ANNUAL REPORT

WHEREAS, by the action taken in Resolution NO. 08-23, the Village is a participant in the Wisconsin Pollutant Discharge Elimination System ("WPDES") program; and

WHEREAS, participants in the WPDES program are required to renew their General Permits issued under that program; and

WHEREAS, the permit renewal requires the Village to complete and submit a Compliance Maintenance Annual Report ("CMAR"); and

WHEREAS, the Village's Public Works Committee reviewed the attached CMAR report and forwarded the same to the Village Board with a recommendation for adoption; and

WHEREAS, the Village Board having reviewed the same concurs with the recommendation of the Public Works Committee.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby adopt the attached Compliance Maintenance Annual Report.

BE IT FURTHER RESOLVED that the Village Wastewater Superintendent is hereby directed and authorized to include the attached CMAR in the Village's application for the renewal of its WPDES General Permit. General Permit No.- WI-0047341-06-0.

Introduced by Trustee:

Adopted: June 7, 2023

Vote: Ayes: _____ Nays: _____ Absent: _____

Dean M. Wolter, Village President

ATTEST:

Erin Hirn, Interim Village Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Grading Easement for Holy Hill Rd Reconstruction - Wetterau Easement

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

While performing the work to reconstruct Holy Hill Road and grading for the proposed 10' wide walkway on the southside and along the Troy Wetterau parcel, it became known that the backslope of the sidewalk was excessively steep. The remedy was to extend the grading limits south onto the Wetterau parcel. This grading extension would also remove land from farming, resulting in reduced income for the owner. Not considering the reduced income from farming, the land was valued based on the current value of \$75,000 per acre and based on the area taken for increased grading, the value of the land is \$27,000. Currently, land value in the TID #8 area is \$90,000 to \$100,000 per acre but the owner agreed to the value used to determine the easement value.

The payment will be part of the TID #8 payment for the reconstruction of Holy Hill Rd.

ATTACHMENT:

1. D. Wetterau Grading Easement

RECOMMENDATION:

Staff recommends that the Public Works Committee approve the purchase of the easement in the amount of \$27,000.00 and forward to the Village Board with a positive recommendation.

ACTION BY Committee:

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.

Document Number	PERMANENT GRADING EASEMENT AGREEMENT
	Document Name

THIS PERMANENT GRADING EASEMENT AGREEMENT (“Agreement”) is granted by Troy A Wetterau and Laurie A. Wetterau Living Trust UVA dated October 20, ,GRANTOR, and the Village of Germantown, a Wisconsin municipal corporation, GRANTEE.

RECITALS

- A. GRANTOR is the fee holder of certain real property in the Village of Germantown, Washington County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the “Property”).
- B. GRANTEE has requested that the GRANTOR grant a permanent easement (the “Easement”) over certain portions of the Property as such portions are described and illustrated on the attached and incorporated Exhibit B (the “Easement Area”).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- Grant of Easement. GRANTOR grants to GRANTEE, and its licensees, a perpetual easement and right-of-way to establish and maintain a slope that will provide appropriate lateral support for GRANTEE’s roadway and sidewalk improvements within the Holy Hill Road right-of-way including with the right of ingress and egress for the purpose of this grant, over the Easement Area.
- Indemnification. GRANTEE shall indemnify GRANTOR from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with GRANTEE’s activities conducted on the Property, regardless of the cause of the injury, except to the extent caused intentionally or by the negligence or misconduct of GRANTOR or its agents or employees. However, nothing contained within this Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law. In the event of an injury caused by GRANTOR, its agents or employees, GRANTOR shall indemnify GRANTEE from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with such actions.
- Duty to Defend. GRANTOR hereby warrants that it has legal title to the Property and the lands which are subject to this Easement, and that the undersigned has lawful authority to grant this easement on GRANTOR’s behalf. GRANTOR shall defend GRANTEE in its exercise of rights granted under this Easement

Recording Data
Name and Return Address Village of Germantown ATTN: Director of Public Works PO BOX Germantown WI 53022
Parcel Identification Number GTNV 181990

against any defect in title to the Property and the lands which are subject to this Easement, or the right of GRANTOR to make the grant contained herein.

4. Consistent Uses Allowed. GRANTOR reserves the right to use the Easement for purposes that will not interfere with the GRANTEE's full enjoyment of the Easement rights granted in this Agreement except that GRANTOR agrees to restrict the use of the land in the Easement Area as follows:

a. The Easement Area will only be put to uses consistent with this easement, such as lawn areas that will not unreasonably interfere with the lateral support for GRANTEE's right-of-way improvements. Growing crops and related farming activities are prohibited within the Easement Area.

b. The surface grade elevation of the Easement Area shall not be raised or lowered more than two (2) inches without the prior written approval of the Village of Germantown Village Engineer. GRANTOR shall not cut into or otherwise modify the slope within the Easement Area.

5. Restoration of Surface. GRANTEE shall perform such maintenance, repairs or replacement to the slope as it shall deem necessary and appropriate in the course of regular and customary operations or as may be necessitated by an extraordinary or emergency situation. Upon completion of any such work, GRANTEE shall be responsible for the general restoration of any and all top soil, turf, other landscaping and/or surface pavement that is disturbed as a result of such work undertaken by GRANTEE, except that the GRANTOR, its successors and assigns shall be responsible for the restoration of any non-grass improvements to the Easement Area installed by GRANTOR.

6. Removal of Obstructions. Unless immediate removal is necessitated by extraordinary or emergency circumstances, GRANTEE shall notify GRANTOR in writing of any obstructions within the easement area that need to be removed due to such obstruction's interference with the rights granted herein. Upon receipt of such written notice, GRANTOR shall have seven (7) days to remove such obstruction at GRANTOR's sole expense. In the event such obstruction is not removed, GRANTEE may remove such obstruction and charge the cost for removal of the same to the GRANTOR. Any unpaid costs shall be assessed against the real estate as a special charge pursuant Wis. Stat. § 66.0627.

7. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by GRANTOR and GRANTEE and their respective successors and assigns. The party named as GRANTOR in this Agreement and any successor or assign to the GRANTOR as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property. GRANTOR shall cooperate with GRANTEE in recording any instrument deemed necessary by GRANTEE to address the provisions of Wis. Stat. § 893.33(6).

8. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

10. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Washington County, Wisconsin.

11. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the

address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

12. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

15. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of an portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever except as expressly provided herein.

16. Eminent Domain. This Easement has been granted in lieu of condemnation. The compensation paid for all rights associated with this easement is \$27,000.00. Parties holding an interest in the property are the GRANTOR, who may, within 6 months after the date of recording, appeal from the amount of compensation therein stated in the manner set forth in Wis. Stat. §§ 32.05(9) to (12).

[SIGNATURE PAGE FOLLOWS]

The GRANTOR having caused these presents to be signed and sealed this _____ day of June, 2023.

GRANTOR

Troy A Wetterau and Laurie A. Wetterau Living Trust
UVA dated October 20,

BY: _____
Troy A. Wetterau, Trustee

BY: _____
Laurie A. Wetterau, Trustee

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this _____ day of June, 2023, the above-named Troy A. and Laurie A. Wetterau, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

[THIS SPACE INTENTIONALLY BLANK]

ACCEPTANCE BY VILLAGE OF GERMANTOWN AS GRANTEE,

Dated this _____ day of June, 2023.

VILLAGE OF GERMANTOWN

Dean M. Wolter, Village President

ATTEST:

Village Clerk

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this _____ day of June, 2023, the above-named Dean Wolter and _____, to me know to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

LEGAL DESCRIPTION — PROPERTY

Lot 1 of Certified Survey Map No. 6385, recorded in the Washington County Registry on November 24, 2010 in Volume 48 of Certified Survey Maps on Pages 159-162, as Document No. 1266288, and being a redivision of Parcel 1 of Certified Survey Map No. 5031 and being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 18, and part of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin

EXHIBIT B

LEGAL DESCRIPTION — EASEMENT AREA

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Capstone 41 Development - Public Watermain and Sanitary Sewer Easements

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

The second of three proposed buildings on the Capstone-41 Development will incorporate the installation of a water main that will be Public Water Main when the project is completed and accepted by the Village. This water main will be on private land but within a utility easement, which is what is being brought to the Public Works committee this evening. This is a standard easement that the Village obtains for public utilities located on private land. The sanitary portion of the easement is granting additional access to the sanitary sewer installed during the construction of building # 1 and amends the previous easement to allow additional points of access to the existing sanitary sewer.

ATTACHMENT:

1. E. Easement for Water Main - Capstone 41 Development
2. E. Easement for Sanitary Sewer - Capstone 41 Development

RECOMMENDATION:

Staff recommends that the Public Works Committee approve the easement and forward it to the Village Board with a positive recommendation.

ACTION BY Committee:

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.

Document Number	20' Public Water Main Easement
-----------------	-----------------------------------

This space reserved for recording data:

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This Water Main Easement (the "Easement") is made by and between **CQ WI 2021, LLC**, a Delaware limited liability company, and the **VILLAGE OF GERMANTOWN**, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), a non-exclusive easement with the right, permission and authority to enter upon, construct, install, maintain, replace, enlarge, remove public water main facilities and related appurtenances, in, through, under, across, and upon the tract of land more particularly described and depicted with respect to the premises of the Grantor on "**Exhibit A**" attached hereto and made a part hereof. Notwithstanding anything to the contrary contained herein, Grantee's right of access to the premises of Grantor shall include the right to access all paved areas and driving lanes that may be located on the premises of Grantor from time to time.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the installation of the facilities, maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, and Grantor's successors and assigns shall be responsible for the restoration of topsoil, turf or other landscaping disturbed as a result of such work undertaken by Grantee.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways, parking for vehicles, and small and easily movable structures that will not interfere with access to Grantee's facility or its appurtenances, with the exception of item (3), below.
- (2) No permanent construction of any obstruction of access to the Grantee's facility or its appurtenances shall be created in the future and that no building, trees or other

structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances. This shall not preclude buried electrical conduit, sanitary piping or stormwater piping traversing crossing across the easement area to power lighting and appurtenances, which may require hand excavation.

- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches relative to the design grades in construction drawings approved by the Village without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of water main easement and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the water main to be installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officers, employees, successors and assigns, contractors and tenants, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system shall be assessed to or against Grantor or Grantor's land in connection with such hook-ups.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition and construction standards existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2023.

By: **CQ WI 2021, LLC,**
by: **Capstone Germantown LLC, a Co-Managing Member**

Michael Faber, its: Manager

STATE OF WISCONSIN

COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2023 , the above named Michael Faber, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Commission Expires _____

CONSENT OF MORTGAGEE:
_____ of _____, mortgagee of Tax Key # GNTV 181979, do hereby consent to the described water main easement by CQ WI 2021, LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this _____ day of _____, 2023.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2023, the above named,
to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires _____

Notary Public,

State of _____

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2023

_____, 2023
Dean Wolter - Village President

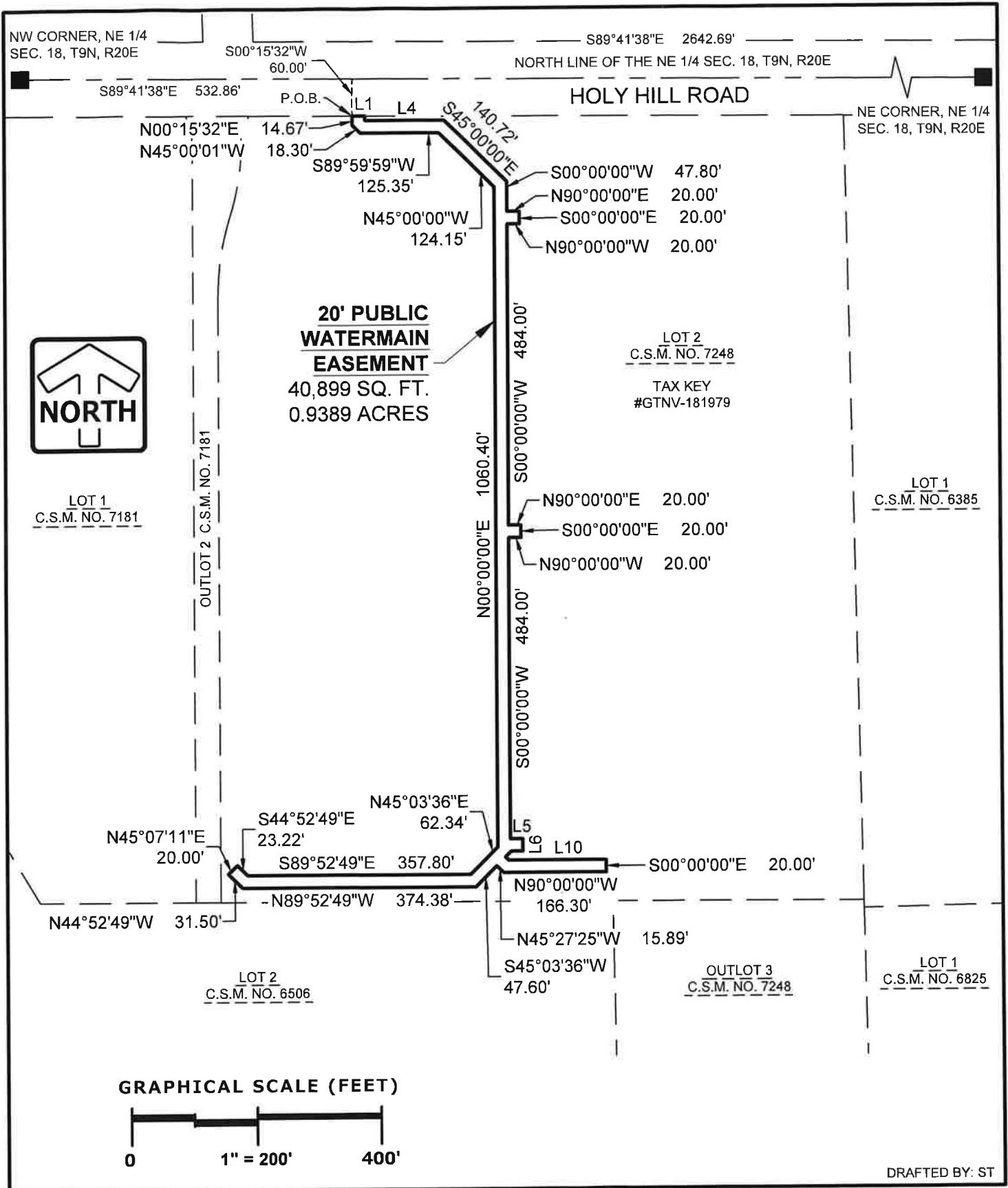
_____, 2023
_____- Village Clerk

Drafted by:
Tomas Clasen, Esq.
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Exhibit A

Description and Depiction of Water Main Easement

[To be inserted]



LEGAL DESCRIPTION:

Being a part of Lot 2 of Certified Survey Map No. 7248, as recorded in the Register of Deeds office for Washington County as Document No. 1571463, located in the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 18; thence South 89°41'38" East along the north line of said Northeast 1/4, 532.86 feet; thence South 00°15'32" West, 60.00 feet to the south right of way line of Holy Hill Road and the Point of Beginning;

Thence South 89°41'38" East along said south right of way line, 20.00 feet; thence South 00°15'32" West, 6.31 feet; thence South 45°00'01" East, 1.68 feet; thence North 89°59'59" East, 125.35 feet; thence South 45°00'00" East, 140.72 feet; thence South 00°00'00" West, 47.80 feet; thence North 90°00'00" East, 20.00 feet; thence South 00°00'00" East, 20.00 feet; thence North 90°00'00" West, 20.00 feet; thence South 00°00'00" West, 484.00 feet; thence North 90°00'00" East, 20.00 feet; thence South 00°00'00" East, 20.00 feet; thence North 90°00'00" West, 484.00 feet; thence North 90°00'00" East, 20.00 feet; thence South 00°00'00" East, 20.00 feet; thence North 90°00'00" West, 18.82 feet; thence South 45°03'36" West, 13.00 feet; thence South 45°27'25" East, 7.52 feet; thence North 90°00'00" East, 158.11 feet; thence South 00°00'00" East, 20.00 feet; thence North 90°00'00" West, 166.30 feet; thence North 45°27'25" West, 15.89 feet; thence South 45°03'36" West, 47.60 feet; thence North 89°52'49" West, 374.38 feet; thence North 44°52'49" West, 31.50 feet; thence North 45°07'11" East, 20.00 feet; thence South 44°52'49" East, 23.22 feet; thence South 89°52'49" East, 357.80 feet; thence North 45°03'36" East, 62.34 feet; thence North 00°00'00" East, 1060.40 feet; thence North 45°00'00" West, 124.15 feet; thence South 89°59'59" West, 125.35 feet; thence North 45°00'01" West, 18.30 feet; thence North 00°15'32" East, 14.67 feet to the Point of Beginning.

Said land containing 40,899 square feet (0.9389) acres.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°41'38"E	20.00'
L2	S00°15'32"W	6.31'
L3	S45°00'01"E	1.68'
L4	N89°59'59"E	125.35'
L5	N90°00'00"E	20.00'
L6	S00°00'00"E	20.00'
L7	N90°00'00"W	18.82'
L8	S45°03'36"W	13.00'
L9	S45°27'25"E	7.52'
L10	N90°00'00"E	158.11'



EXHIBIT A

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 2 OF 2

WWW.PINNACLE-ENGR.COM

05/04/2023

PLAN | DESIGN | DELIVER

PEG JOB#1262.00B

Document Number	20' Sanitary Sewer Easement
-----------------	-----------------------------

This space reserved for recording data:

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This Sanitary Sewer Easement (the "Easement") is made by and between **CQ WI 2021, LLC**, a Delaware limited liability company, and the **VILLAGE OF GERMANTOWN**, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), a non-exclusive easement with the right, permission and authority to enter upon, construct, install, maintain, replace, enlarge, remove sanitary sewer facilities and related appurtenances, in, through, under, across, and upon the tract of land more particularly described and depicted with respect to the premises of the Grantor on "**Exhibit A**" attached hereto and made a part hereof. Notwithstanding anything to the contrary contained herein, Grantee's right of access to the premises of Grantor shall include the right to access all gravel and/or paved areas and driving lanes that may be located on the premises of Grantor from time to time. Additionally, for the avoidance of doubt, this Easement is the 20' Sanitary Sewer Easement depicted on Certified Survey Map No. 7248 recorded with the Office of the Register of Deeds for Washington County recorded on November 14, 2022 as Document No. 1571463 and is being recorded to clarify the parties' respective rights and obligations with respect to such easement.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the existing sanitary sewer and maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, and Grantor's successors and assigns shall be responsible for the restoration of topsoil, turf or other landscaping disturbed as a result of such work undertaken by Grantee.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways, parking for vehicles, and small and easily movable structures that will not

interfere with access to Grantee's facility or its appurtenances, with the exception of item (3), below.

- (2) No permanent construction of any obstruction of access to the Grantee's facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances. This shall not preclude buried electrical conduit, sanitary piping or stormwater piping traversing crossing across the easement area to power lighting and appurtenances, which may require hand excavation.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches relative to the design grades in construction drawings approved by the Village without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of sanitary sewer easement and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the sanitary sewer systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the sanitary sewer installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officers, employees, successors and assigns, contractors and tenants, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection with such hook-ups.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition and construction standards existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Notwithstanding anything to the contrary contained herein, in the event that Grantee's maintenance and repair of the facilities within the sanitary sewer easement area requires the removal or dismantling of the retaining wall located at the southeast corner of the premises of Grantor that is located in the sanitary sewer easement area, Grantor shall be solely responsible for the costs of restoring or otherwise reconstructing such retaining wall.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2023.

**By: CQ WI 2021, LLC,
by: Capstone Germantown LLC, a Co-Managing
Member**

Michael Faber, its: Manager

STATE OF WISCONSIN

COUNTY OF WAUKESHA

Personally came before me this _____ day of _____, 2023, the above named Michael Faber, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Commission Expires _____

CONSENT OF MORTGAGEE:

_____ of _____, mortgagee of Tax Key # GNTV 181979, do hereby consent to the described sanitary sewer easement by CQ WI 2021, LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this _____ day of _____, 2023.

By: _____
Name:
Title:

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2023, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public,

State of _____

My commission expires _____

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2023 Date
_____, 2023
Dean Wolter - Village President

_____, 2023
_____ - Village Clerk

Drafted by:
Tomas Clasen, Esq.
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Exhibit A

Description and Depiction of Sanitary Sewer Easement

[To be inserted]

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: TDC Willow Creek LLC Development Easement

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

The proposed project in the Willow Creek Industrial Park is named "TDC Willow Creek, LLC" and this development will incorporate relay/ relocation of a portion of the existing public sanitary sewer and water main and the installation of an additional water main that will be a public water main when the project is completed and accepted by the Village. This sanitary sewer and water main relocation and new water main will be on private land but within a utility easement, which is what is being brought to the Public Works committee this evening. This is a standard easement that the Village obtains for public utilities located on private land.

ATTACHMENT:

1. F. Easement for Sanitary Sewer and Water Main - TDC Willow Creek Development

RECOMMENDATION:

Staff recommends that the Public Works Committee approve the easement and forward it to the Village Board with a positive recommendation.

ACTION BY Committee:

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.

Document No.

AMENDMENT TO PUBLIC
SANITARY AND
WATERMAIN EASEMENT

This Amendment to Public Sanitary and Watermain Easement ("Amendment") is dated as of this _____ day of _____, 2023, by and among by **TDC WILLOW CREEK, LLC**, a Wisconsin limited liability company ("Owner") and the **VILLAGE OF GERMANTOWN**, a municipal corporation ("Village").

RECITALS

WHEREAS, Owner is the owner of that certain real property situated in the Village of Germantown, Washington County, Wisconsin, as legally described in Exhibit A attached hereto and incorporated herein by reference ("Property").

After recording return to:
Lawrence Ratayczak, PE
Village of Germantown
N112W17001 Mequon Rd
Germantown, WI 53022-0337
lratayczak@germantownwi.gov

Tax Parcel Number:
See Exhibit A

WHEREAS, the Village benefits from a Public Sanitary and Watermain Easement pursuant to that certain Certified Survey Map No. 6782 recorded with the Washington County Register of Deeds on September 28, 2017 as Document No. 1438853, Volume 52, Pages 160-171 ("Original Easement"; Original Easement and this Amendment, as may further be amended, collectively, the "Easement"), over a portion of the Property as more particularly depicted in Exhibit B attached hereto and incorporated herein by reference ("Easement Area").

WHEREAS, the parties desire to amend the Original Easement, pursuant to the terms and conditions hereof.

AGREEMENT

In consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, and the mutual agreements that follow, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby as follows:

1. Vacation. Those portions of the Property legally described and depicted on Exhibit C attached hereto and incorporated herein by reference (“Vacated Easement Area”) shall no longer be part of the Easement Area or subject to the Easement. The Village hereby forever and fully waives, releases, terminates, and vacates any rights, easements, and benefits in or to the Vacated Easement Area.

2. Additional Easement Area. Those portions of the Property legally described and depicted on Exhibit D attached hereto and incorporated herein by reference (“Additional Easement Area”) shall be deemed part of the Easement Area under the Easement.

3. Developer. The “Developer” under the Easement shall be deemed to mean the Owner and any successor owner of the Property.

4. Successors and Assigns. All of the obligations of the parties under the Easement shall bind and inure to the benefit of their respective heirs, personal representatives, successors, grantees, and assigns and the restrictions, covenants, and obligations pertaining to the Easement shall run with the land and shall continue until the Easement is terminated or expires.

5. Ratification. The Original Easement, as modified by this Amendment, is ratified and shall remain in full force and effect. To the extent of any inconsistency or conflict between the Original Easement and this Amendment, this Amendment shall control.

6. Counterparts. This Amendment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

7. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Amendment.

[Signature Pages Follows]

IN WITNESS WHEREOF, this Amendment is effective as of the day, month, and year first above written.

OWNER:

TDC WILLOW CREEK, LLC, a Wisconsin limited liability company

By: Dickman Development, LLC, its Manager

By: _____
Name: Samuel D. Dickman
Title: Manager

By: _____
Name: Samuel M. Dickman
Title: Manager

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2023, the above named Samuel D. Dickman and Samuel M. Dickman, each as Manager of Dickman Development, LLC, the Manager of TDC Willow Creek, LLC, a Wisconsin limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Name: _____
My Commission expires: _____

(NOTARY SEAL)

VILLAGE:

VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation

By: _____
Name: Dean Wolter
Title: Village President

By: _____
Name: Angel Rettler
Title: Village Clerk

STATE OF WISCONSIN)
)
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2023, the above-named Dean Wolter as Village President and Angel Rettler as Village Clerk of the Village of Germantown, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Notary Public
Name: _____
My Commission expires: _____

Drafted By:
Katherine G. Bills, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53201-2965

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot 4 of Certified Survey Map No. 6782, recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on September 28, 2017 in Volume 52 of Certified Survey Maps, Pages 160-171, as Document No. 1438853, being part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 32, and part of the Southeast 1/4 of the Southeast 1/4 of Section 29, all in Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

Property Address: N102 W19200 Willow Creek Way, Germantown, WI 53022 Tax Key

Tax Identification Number: GTNV 321973

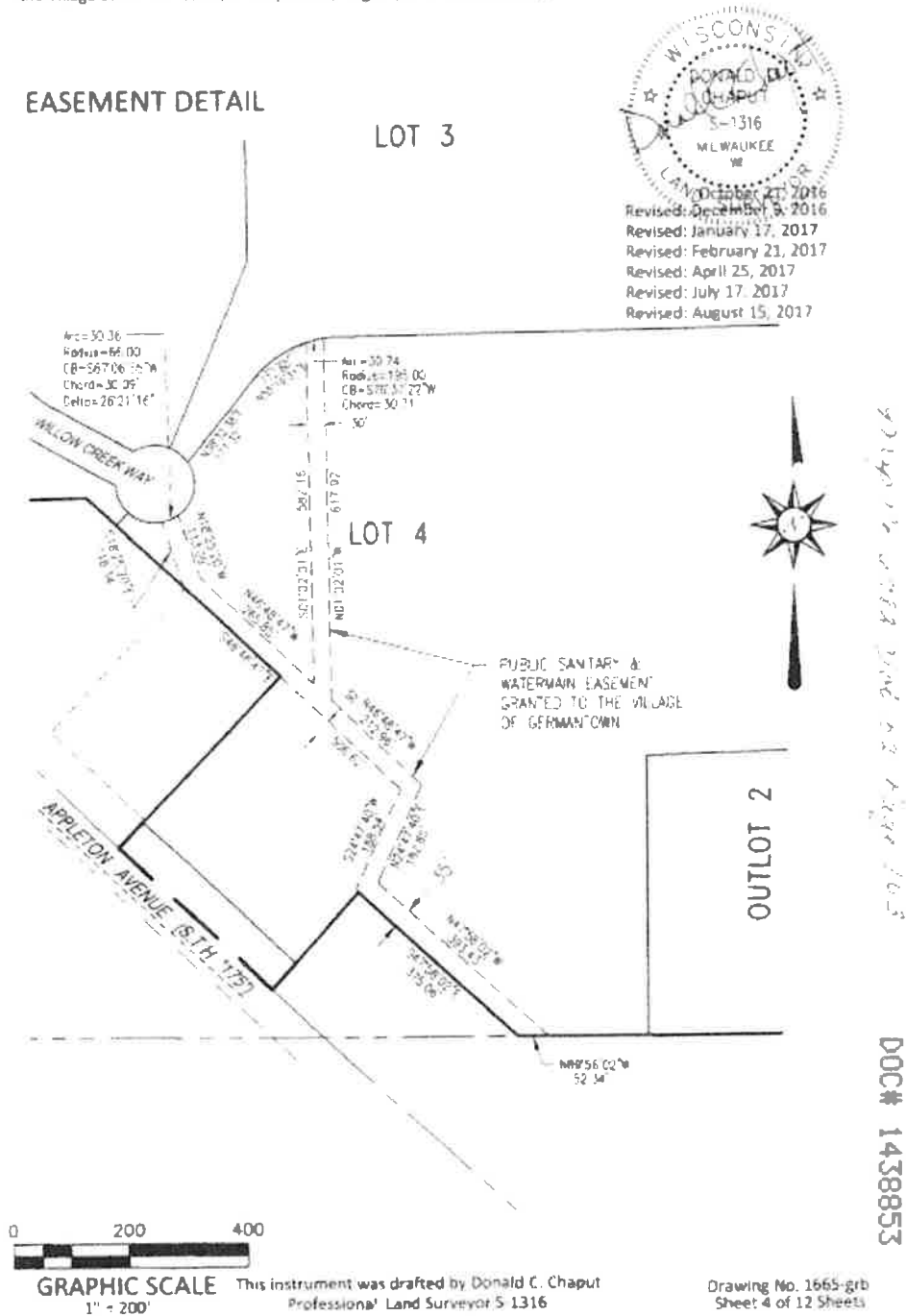
EXHIBIT B

ORIGINAL EASEMENT DEPICTION

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 37, and part of the Southeast 1/4 of the Southeast 1/4 of Section 29 all in Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

EASEMENT DETAIL



Amended and Restated Public Sanitary and Watermain Easement – Exhibit B

EXHIBIT C

VACATED EASEMENT AREA LEGAL DESCRIPTION AND DEPICTION

Being a part of Lot 4 of Certified Survey Map No. 6782, located in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and describe as follow:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 89°56'02" West along the south line of said Northeast 1/4 section, 915.30 feet to the northerly line of a 35-foot Public Sanitary and Watermain Easement as shown in said Certified survey Map No. 6782; thence North 47°58'02" West along said northerly line, 384.24 feet to the point of beginning;

Thence South 74°46'34" West, 41.61 feet; thence North 47°58'02"W, 7.23 feet; thence North 24°47'40" East, 188.54 feet; thence North 46°48'47" West, 130.54 feet; thence North 64°16'44" East, 32.15 feet; thence South 46°48'47" East, 140.61 feet; thence South 24°47'40" west, 182.85 feet; thence South 47°58'02" East, 9.19 feet to the point of beginning.

Containing in all 9,926 square feet (0.2281 acre) of lands, more or less.

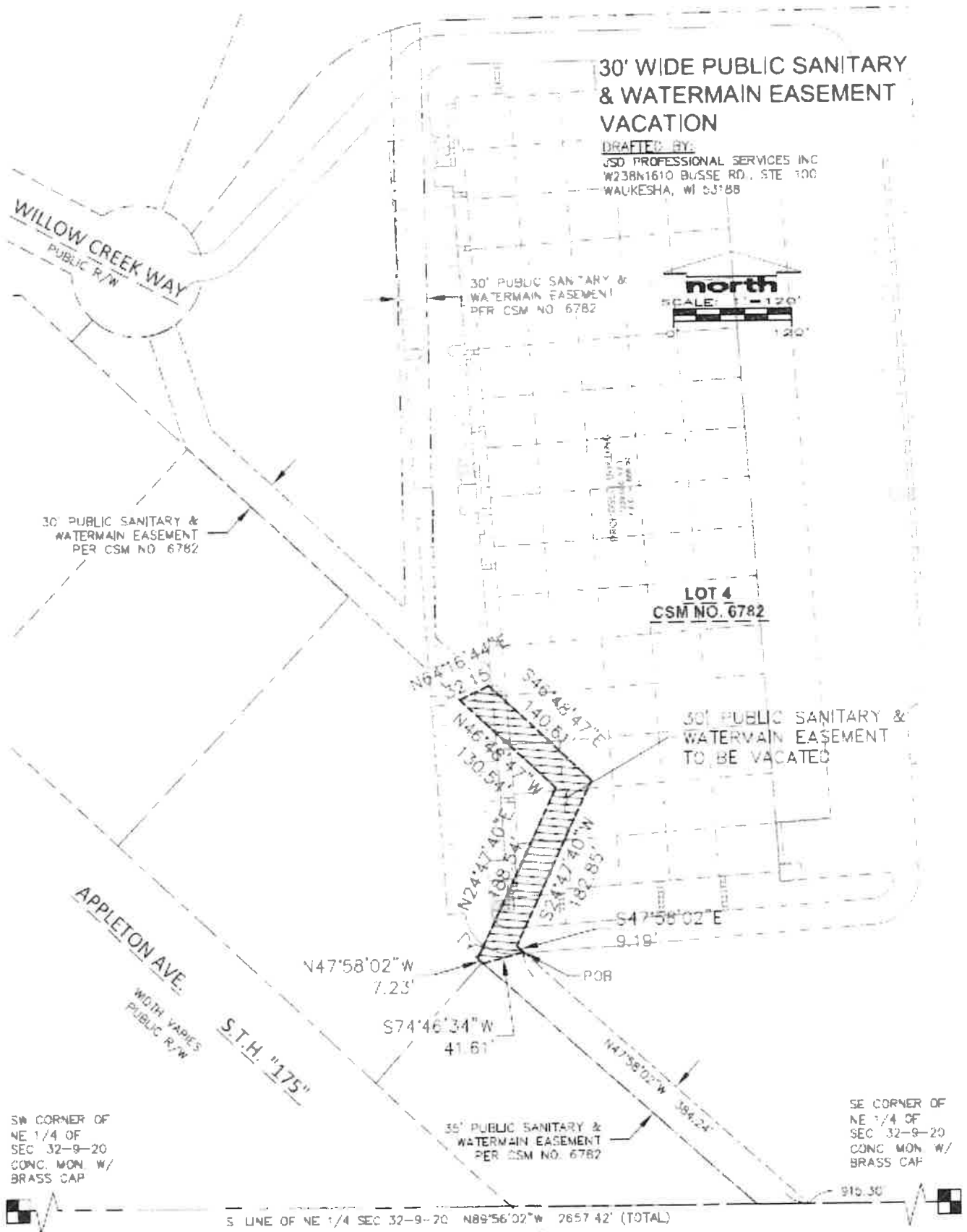


EXHIBIT D

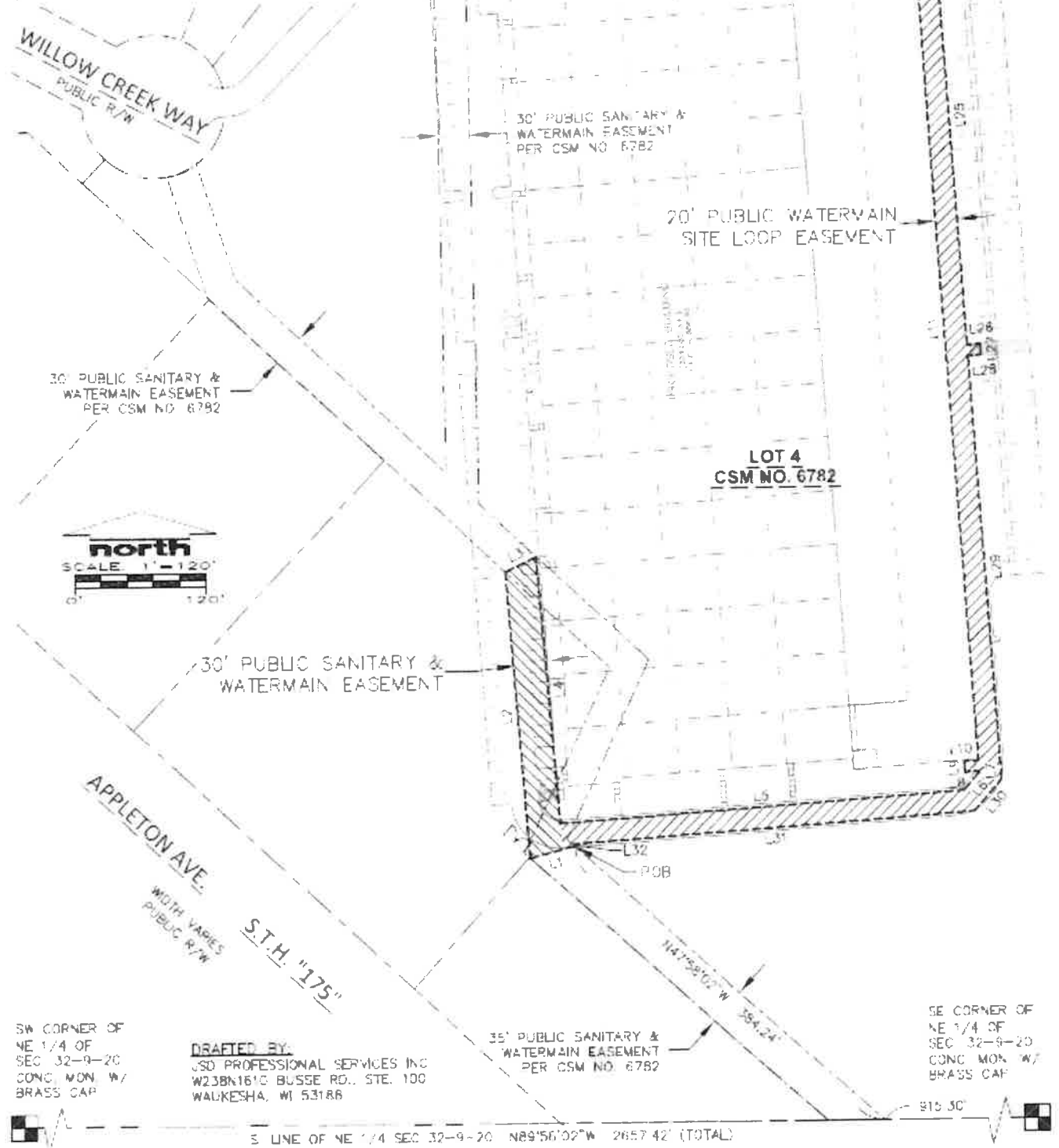
ADDITIONAL EASEMENT AREA LEGAL DESCRIPTION AND DEPICTION

Being a part of Lot 4 of Certified Survey Map No. 6782, located in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and describe as follow:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 89°56'02" West along the south line of said Northeast 1/4 section, 915.30 feet to the northerly line of a 35-foot Public Sanitary and Watermain Easement as shown in said Certified survey Map No. 6782; thence North 47°58'02" West along said northerly line, 384.24 feet to the point of beginning; Thence South 74°46'34" West, 41.61 feet; thence North 04°37'45" West, 266.22 feet; thence North 64°16'44" East, 32.15 feet; thence South 04°37'45" East, 248.07 feet; thence North 85°59'03" East, 376.70 feet; thence North 40°59'02" East, 21.72 feet; thence North 03°59'42" West, 1.01 feet; thence South 85°59'15" West, 13.35 feet; thence North 04°00'45" West, 10.00 feet; thence North 85°59'15" East, 13.35 feet; thence North 03°59'42" West, 802.27 feet; thence North 46°00'18" West, 42.02 feet; thence South 88°59'42" West, 31.90 feet; thence South 01°00'18" East, 15.77 feet; thence South 88°59'42" West, 10.00 feet; thence North 01°00'18" West, 15.77 feet; thence South 88°59'42" West, 63.87 feet; thence South 01°00'18" East, 13.50 feet; thence South 88°59'42" West, 10.00 feet; thence North 01°00'18" West, 13.50 feet; thence South 88°59'42" West, 270.65 feet to the easterly line of a 30-foot Public Sanitary and Watermain Easement as shown in said Certified survey Map No. 6782; thence North 01°02'01" West along said easterly line, 20.00 feet; thence North 88°59'42" East, 394.72 feet; thence South 46°00'18" East, 57.98 feet; thence South 03°59'42" East, 425.81 feet; thence North 85°59'15" East, 12.00 feet; thence South 04°00'45" East, 10.00 feet; thence South 85°59'15" West, 12.00 feet; thence South 03°59'42" East, 393.43 feet; thence South 40°59'02" West, 38.28 feet; thence South 85°59'03" West, 373.85 feet; thence South 04°00'58" East, 1.95 feet to the point of beginning.

Containing in all 42,107 square feet (0.9666 acre) of lands, more or less.

30' WIDE PUBLIC SANITARY &
WATERMAIN EASEMENT
RELOCATION AND
20' WIDE PUBLIC WATERMAIN
SITE LOOP EASEMENT
(SHEET 1 OF 2)



49330173

Amended and Restated Public Sanitary and Watermain Easement – Exhibit D

30' WIDE PUBLIC SANITARY &
WATERMAIN EASEMENT
RELOCATION AND
20' WIDE PUBLIC WATERMAIN
SITE LOOP EASEMENT
(SHEET 2 OF 2)

DRAFTED BY:
JSD PROFESSIONAL SERVICES INC
W238N1610 BUSSE RD., STE. 100
WAUKESHA, WI 53188

EASEMENT LINE TABLE			EASEMENT LINE TABLE		
LINE NO	BEARING	LENGTH	LINE NO	BEARING	LENGTH
L1	S74°46'34"W	41.61'	L17	S88°59'42"W	63.87'
L2	N04°37'45"W	266.22'	L18	S01°00'18"E	13.50'
L3	N64°16'44"E	32.15'	L19	S88°59'42"W	10.00'
L4	S04°37'45"E	248.07'	L20	N01°00'18"W	13.50'
L5	N85°59'03"E	375.70'	L21	S88°59'42"W	270.65'
L6	N40°59'02"E	21.72'	L22	N01°02'01"W	20.00'
L7	N03°59'42"W	1.01'	L23	N88°59'42"E	394.72'
L8	S85°59'15"W	13.35'	L24	S46°00'18"E	57.98'
L9	N04°00'45"W	10.00'	L25	S03°59'42"E	425.81'
L10	N85°59'15"E	13.35'	L26	N85°59'15"E	12.00'
L11	N03°59'42"W	802.27'	L27	S04°00'45"E	10.00'
L12	N46°00'18"W	42.02'	L28	S85°59'15"W	12.00'
L13	S88°59'42"W	31.90'	L29	S03°59'42"E	393.43'
L14	S01°00'18"E	15.77'	L30	S40°59'02"W	38.28'
L15	S88°59'42"W	10.00'	L31	S85°59'03"W	373.85'
L16	N01°00'18"W	15.77'	L32	S04°00'58"E	1.95'

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Award of Contract for Legend Avenue Culvert Replacement

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

The existing twin CMP (corrugated metal pipe) are failing and the road is settling. The replacement culverts are designed as reinforced concrete pipe (RCP). Also included is the replacement of two (2) catch basins built on top of the pipe.

The following are a list of bids received:

1. Wondra Construction, Inc	\$104,917.00
2. Vinton Construction Com.	\$147,906.00
3. Buteyn-Peterson Construction Com.	\$153,985.50
4. All-Ways Construction Com.	\$171,521.00
5. MJ Construction, Inc	\$181,540.00
6. Musson Bros., Inc	\$194,740.33
7. Super Excavators, Inc	\$228,000.00
8. Mid-City Corporation	\$282,892.00

Wondra Construction, Inc is the low bidder at \$104,917.00 and is a qualified contractor with a solid history of completing this type of project.

The engineers' estimate for this project is \$150,000.00. The project will be funded from Acct. # 40-541-570-8892 which are CIP Funds for Storm Drainage System Repairs. The current fund amount is \$282, 500.00.

ATTACHMENT:

1. G. Bid Tab - Legend Ave

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve awarding the Legend Avenue Culvert Replacement Project to Wondra Construction, Inc in the amount of \$104,971.00 and approve a 5% contingency in the amount of \$5250.00 for a total approved amount of \$110,167.00 and forward to the Village Board with a positive recommendation.

ACTION BY Committee:

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.

Legend Avenue Culvert Replacement (#8522495)
Owner: Village of Germantown
Solicitor: raSmith
06/01/2023 10:00 AM CDT

				Wondra Construction, Inc.		Vinton Construction Company		Buteyn-Peterson Construction Company		All-Ways Contractors, Inc.		MJ Construction, Inc.		Musson Bros. Inc.		Super Excavators, Inc.		Mid City Corporation	
Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Concrete Curb & Gutter Removal	LF	60	\$11.00	\$660.00	\$10.00	\$600.00	\$15.00	\$900.00	\$15.00	\$900.00	\$2.00	\$120.00	\$21.71	\$1,302.60	\$2.00	\$120.00	\$25.00	\$1,500.00
2	Sawcut Pavement	LF	100	\$8.00	\$800.00	\$5.00	\$500.00	\$8.00	\$800.00	\$5.00	\$500.00	\$3.00	\$300.00	\$3.25	\$325.00	\$10.00	\$1,000.00	\$5.00	\$500.00
3	Pavement Removal	SY	150	\$20.00	\$3,000.00	\$5.60	\$840.00	\$10.00	\$1,500.00	\$14.00	\$2,100.00	\$7.00	\$1,050.00	\$7.48	\$1,122.00	\$6.00	\$900.00	\$10.00	\$1,500.00
4	36" RCP Removal	LF	8	\$107.00	\$856.00	\$156.00	\$1,248.00	\$150.00	\$1,200.00	\$65.00	\$520.00	\$50.00	\$400.00	\$80.39	\$643.12	\$200.00	\$1,600.00	\$50.00	\$400.00
5	Ditching	LF	50	\$35.00	\$1,750.00	\$118.00	\$5,900.00	\$100.00	\$5,000.00	\$44.00	\$2,200.00	\$30.00	\$1,500.00	\$78.48	\$3,924.00	\$35.00	\$1,750.00	\$50.00	\$2,500.00
6	34" x 53" HE RCP Class 4	LF	161	\$345.00	\$55,545.00	\$431.00	\$69,391.00	\$440.00	\$70,840.00	\$639.00	\$102,879.00	\$560.00	\$90,160.00	\$700.00	\$112,700.00	\$818.00	\$131,698.00	\$1,275.00	\$205,275.00
7	34" x 53" HE RCP End Section	EA	4	\$2,600.00	\$10,400.00	\$5,413.00	\$21,652.00	\$3,500.00	\$14,000.00	\$3,955.00	\$15,820.00	\$7,100.00	\$28,400.00	\$5,332.10	\$21,328.40	\$4,100.00	\$16,400.00	\$5,000.00	\$20,000.00
8	2' x 3' Inlet (Cast in Place)	EA	2	\$1,941.00	\$3,882.00	\$7,040.00	\$14,080.00	\$5,700.00	\$11,400.00	\$5,920.00	\$11,840.00	\$8,100.00	\$16,200.00	\$6,153.46	\$12,306.92	\$6,500.00	\$13,000.00	\$3,500.00	\$7,000.00
9	30" Concrete Curb & Gutter, Vertical Face	LF	60	\$78.00	\$4,680.00	\$80.00	\$4,800.00	\$65.00	\$3,900.00	\$115.00	\$6,900.00	\$65.00	\$3,900.00	\$81.24	\$4,874.40	\$223.00	\$13,380.00	\$150.00	\$9,000.00
10	Crushed Aggregate, 1 1/4-inch	TON	100	\$21.00	\$2,100.00	\$28.00	\$2,800.00	\$35.00	\$3,500.00	\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$52.29	\$5,229.00	\$20.00	\$2,000.00	\$50.00	\$5,000.00
11	2 1/4" HMA Pavement Binder Course (3 LT 58-28 S)	TON	20	\$295.00	\$5,900.00	\$295.00	\$5,900.00	\$295.00	\$5,900.00	\$244.00	\$4,880.00	\$200.00	\$4,000.00	\$319.53	\$6,390.60	\$550.00	\$11,000.00	\$315.00	\$6,300.00
12	1 3/4" HMA Pavement Surface Course (4 LT 58-28 S)	TON	15	\$295.00	\$4,425.00	\$295.00	\$4,425.00	\$295.00	\$4,425.00	\$244.00	\$3,660.00	\$200.00	\$3,000.00	\$319.53	\$4,792.95	\$550.00	\$8,250.00	\$315.00	\$4,725.00
13	Heavy Rip Rap	CY	27	\$122.00	\$3,294.00	\$295.00	\$7,965.00	\$240.00	\$6,480.00	\$190.00	\$5,130.00	\$60.00	\$1,620.00	\$180.02	\$4,860.54	\$185.00	\$4,995.00	\$200.00	\$5,400.00
14	Coffer Dam/Water Diversion	LS	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$16,500.00	\$16,500.00	\$7,950.00	\$7,950.00	\$25,000.00	\$25,000.00	\$10,831.66	\$10,831.66	\$12,719.00	\$12,719.00	\$10,000.00	\$10,000.00
15	Inlet Protection	EA	2	\$130.00	\$260.00	\$70.00	\$140.00	\$150.00	\$300.00	\$100.00	\$200.00	\$75.00	\$150.00	\$135.40	\$270.80	\$150.00	\$300.00	\$125.00	\$250.00
16	Silt Fence	LF	148	\$5.00	\$740.00	\$5.00	\$740.00	\$6.00	\$888.00	\$4.00	\$592.00	\$5.00	\$740.00	\$4.33	\$640.84	\$6.00	\$888.00	\$4.00	\$592.00
17	Lawn Restoration	SY	250	\$10.00	\$2,500.00	\$14.70	\$3,675.00	\$19.50	\$4,875.00	\$7.80	\$1,950.00	\$8.00	\$2,000.00	\$10.62	\$2,655.00	\$25.00	\$6,250.00	\$9.80	\$2,450.00
18	Erosion Mat Urban Class I Type B (Estimated)	SY	250	\$2.50	\$625.00	\$5.00	\$1,250.00	\$5.95	\$1,487.50	\$2.00	\$500.00	\$2.00	\$500.00	\$2.17	\$542.50	\$7.00	\$1,750.00	\$2.00	\$500.00
Base Bid Total:				\$104,917.00		\$147,906.00		\$153,895.50		\$171,521.00		\$181,540.00		\$194,740.33		\$228,000.00		\$282,892.00	

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Development Agreement - Dickman (Willow Creek)

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

Staff is bringing the Developers Agreement for TDC Willow Creek, LLC. This development is by Dickman Development and is located on the last open parcel in the Willow Creek Industrial Park. This Development Agreement is necessary due to the installation of a public water main and relocation of the existing sanitary sewer and water main.

ATTACHMENT:

1. H. Development Agreement - TDC Willow Creek LLC

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for the TDC Willow Creek, LLC development and any revisions by the Village Attorney and forward with a positive recommendation for approval to the Village Board.

ACTION BY Committee:

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.

TDC WILLOW CREEK, LLC
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and TDC Willow Creek, LLC, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 4 (26.6779 acres) of Certified Survey Map No. 6782 which is a total of 119.7414 acres, in the Northwest ¼, Northeast ¼, Southwest ¼ and Southeast ¼ of the Northeast ¼ of Section 32, and part of the Southeast ¼ of the Southeast ¼ of Section 29 all in Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a site plan for one (1) building on the parcel; having 209,329 sq. ft., the building will be an office and warehouse and manufacturing facility ("Development"); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility in a dedicated easement on the Property and relay existing water main, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct and relay existing sanitary sewer collection system in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village

Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village (“Approved Plans”). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved the proposed plans for all water supply facilities, including an extension of 12”, 8” and 6” water main for a combined distance of approximately 2,062 lineal feet together with necessary valves and 5 fire hydrants/leads. Included in these quantities is the relocation of approximately 292 lineal feet of 12” water main. Authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in a utility easement dedicated to the Village. The easement shall be dedicated to and accepted by the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

The pre-construction meeting was held on May 9, 2023.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall relocate existing public sanitary sewer for approximately 260 lineal feet, including 2 manholes, within a utility easement beginning at the existing sanitary sewer located at approximately the southwest corner of the proposed building and proceed in a northerly direction to the reconnection point to the existing public sanitary sewer. Each end will incorporate a new manhole. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(7) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in a utility easement dedicated to the Village. The easement shall be dedicated to and accepted by the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services constructed after the date hereof shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village

Engineer may require or direct pursuant to Chap. 29 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

- (1) Submitted an Erosion Control Plan which the Village Engineer has approved.
- (2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the Development and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.
- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.
- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the "Development" discharge into one (1) existing Regional Storm Water Pond owned by the Village of Germantown. The Storm Water Pond is located on a parcel adjacent to the southeast corner of the Property. The Pond will remain under the ownership of the Village of Germantown. Developer has submitted and the Village Engineer has reviewed and approved

storm water volumes to verify the existing Pond will be adequate to accommodate expected surface water flow within and through the Development.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted March 13, 2023.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (None are required.)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineer's written approval of the starting date and schedule.

The pre-construction meeting was held on May 9, 2023.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer and the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

- (1) Master site grading
- (2) Site Plan
- (3) Water main record-drawings
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings
- (8) Sanitary Sewer Extensions
- (9) Sanitary Sewer Record Drawings
- (10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD DRAWING DOCUMENTS. Developer shall, not later than ninety (90) days following Final Acceptance of the public improvements, prepare and submit to the Village Engineering Department, record-drawing documents in Plan & Profile format in both hardcopy and digital format (i.e., AutoCAD .dwg file format) as defined in the Record Drawings Section (6.3) of the Village's Development Handbook.

The Record Drawings shall be of all public improvements to be constructed pursuant to this Agreement.

All record-drawing measurements shall be prepared using the following approved and accepted survey datum for horizontal and vertical control as referenced to the Village coordinate system being the Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1983, 2011 Adjustment, and the North American Vertical Datum of 1988.

If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by the Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

In the event it shall become necessary to mark Village owned utilities through Digger's Hotline prior to the Record Drawings for the same being provided to the Village, Developer shall be responsible for the marking.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence reasonably satisfactory to it from Knight Barry Title, Inc. ("Knight Barry") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees are calculated for the Development as follows:

- | | |
|----------------------|---------------------------------|
| (1) Water: | \$ 832.00/REC |
| (2) Fire Protection: | \$ 0.63549/\$1000 Building Cost |

- (3) Police Protection Facilities: \$ 0.2809/\$1000 Building Cost
- (4) Sanitary Sewer Connection: \$ 4,764/REC

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

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

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

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

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

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for the Development prior to the issuance of a building permit for the Development on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The Development is comprised of internal private roadways. Developer shall be responsible for all damage to Willow Creek Way which was caused by vehicles and equipment entering and leaving the Development during construction.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer has obtained a construction loan from Old National Bank (the "Bank") in the principal amount of \$21,994,125.00 to assure the faithful performance and funding of Developer's obligations under this Agreement as itemized in Exhibit A attached hereto and incorporated herein by reference, as well as the construction of the Development. The Bank is requiring construction disbursing through Knight Barry, and independent inspections prior to each draw and retainage of 10% (reduced to retainage of 5% upon completion of 50% of the Development). Upon request, Developer shall provide the Village copies of the draw request and lien waivers relating to disbursements for public improvements for the Development. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work (as such deadline may be extended and subject to Section 8.03) and the expiration of any applicable notice and cure periods, the Village is hereby authorized to submit a draw request to Knight Barry to fund any

third party costs actually incurred by the Village after such one year period (as may be extended and subject to Section 8.03) and expiration of any applicable notice and cure periods to construct the public improvements shown on the Approved Plans.

6.02 Intentionally deleted.

6.03 Intentionally deleted.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree or is reasonably necessary to remedy a breach or, if the breach cannot reasonably be corrected using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be corrected using commercially reasonable and diligent efforts, such 30-day remedy period shall be extended for the period reasonably necessary to correct if (and for such period as), (i) Developer uses commercially reasonable and diligent efforts during such 30-day period; (ii) Developer continues to use all commercially reasonable and diligent efforts to correct after such 30-day period; and (iii) such efforts are adequate to ensure a correction) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee on cause its contractor to guaranty all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the

course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

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

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, but not punitive damages, fines, penalties or consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of the Village's work performed pursuant to, or in connection with this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding

anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:
 - (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year following the date of issuance of permits for such work by the Village.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement by the time period required in Section 8.01 (as such

deadline may be extended and subject to Section 8.03) and the expiration of thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

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

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: TDC Willow Creek, LLC and the Bank.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind TDC Willow Creek, LLC as an agent of the same.

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

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing

waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

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

ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2023 which shall be the effective date of this Agreement.

DEVELOPER:

TDC WILLOW CREEK, LLC
By: DICKMAN DEVELOPMENT, LLC

By: _____
Samuel D. Dickman, Manager

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2023, the above-named, Samuel D. Dickman, Manager of Dickman Development, LLC, Manager of TDC Willow Creek,

LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Manager of said limited liability company and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Angel Rettler, Interim Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2023, the above-named, Dean Wolter, Village President, and Angel Rettler, Interim Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Interim Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT “A” (financial & fee’s)

EXHIBIT “B” (labor & equipment rates)

EXHIBIT “C” (CSM)

EXHIBIT “D”
Approved Plans and Specifications

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Development Agreement - Keller/F-Street (Town Nine Industrial Park)

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

Staff is bringing the Developers Agreement forward for the proposed Town 9 Industrial Building A Development for PWHC approval. This Development Agreement is necessary due to the installation of a public water main and public sanitary sewer. The Development is located on the south side of Donges Bay Road and adjacent to the east property line of the new DPW Facility Campus.

ATTACHMENT:

1. I. Development Agreement - Town 9 Industrial Bldg A

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for the Town 9 Industrial Building A and any revisions by the Village Attorney and forward with a positive recommendation for approval to the Village Board.

ACTION BY Committee:

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.

TOWN 9 INDUSTRIAL BUILDING A DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and F Street Germantown. LLC, A Wisconsin Limited Liability Company, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 1 (39.906 acres) of Certified Survey Map No. 7272, described as follows: lands located in Northwest $\frac{1}{4}$, the southwest $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin and as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a site plan for one (1) building on the parcel; having 374,949 sq. ft., the building will be an office and warehouse and light manufacturing facility; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct, in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the

attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved plans for all water supply facilities, including an extension of 12" water main for a distance of approximately 2,077 lineal feet together with 3 each 12" valves and 4 fire hydrants assemblies (includes; hyd, 6" vlv & lead). Authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend sanitary sewer within a utility easement for approximately 1,014 lineal feet of 8" pipe and 5 each manholes, beginning at the existing sanitary sewer located at approximately the southwest corner of the proposed building and proceed in a southeasterly direction to the end point and manhole of the sanitary sewer extension. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted, and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in the Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.43 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

- (1) Submitted an Erosion Control Plan which the Village Engineer has approved.
- (2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for each building phase and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.
- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.
- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the "Development" discharge into two (2) proposed storm drainage Ponds located at the south end of the Property. The proposed Ponds will remain under the ownership of the Developer or an affiliate of Developer. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Ponds will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of

the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 “Storm Water Management Requirements” and Sec. 4.0 “Storm Water Conveyance System Requirements” and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the “SWMP”). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies.

- (1) Developer shall install all storm water management facilities as shown on the SWMP.
- (2) The proposed Pond shall be certified to verify that the Pond was constructed to meet the requirements of the SWMP.
- (3) Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

(a)The Developer or its affiliates successors or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted February 27, 2023.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (None are required.)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements

provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineers written approval of the starting date and schedule.

The pre-construction meeting is required prior to starting installation of sanitary sewer and water main.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

- (1) Master site grading
- (2) Site Plan
- (3) Water main record-drawings
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings
- (8) Sanitary Sewer Extensions
- (9) Sanitary Sewer Record Drawings
- (10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and

preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD DRAWING DOCUMENTS. Developer shall have prepared and submitted to the Village Engineering Department, record-drawing documents in Plan & Profile format in both hardcopy and digital format (i.e., AutoCAD .dwg file format) as defined in the Record Drawing Specifications Section (6.3) of the Developer's Handbook. These documents shall be signed and sealed by the engineer of record.

The Record Drawings shall be of all public sanitary sewerage systems, public water supply systems, public storm sewer systems, electric, lighting and traffic control facilities, post-construction certification of all site grading, roads and stormwater management pond(s) drainage facilities. The Record Drawings for street lighting, Street Signage and for electric for street lighting shall include the MUTCD code, size, wording, sign material, sheeting type, date installed, owner, pole material, etc.

All record-drawing measurements shall be prepared using the following approved and accepted survey datum for horizontal and vertical control as referenced to the Village coordinate system being the Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1983, 2011 Adjustment, and the North American Vertical Datum of 1988.

If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by the Developer's engineer, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer and approved by the Village Engineer prior to applying for a Village occupancy permit or subdivision plat approval.

Developer shall be responsible for all utility locates installed as part of this development until such time that the record drawings have been incorporated into the Villages GIS System.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first phase of the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it First American Title Insurance Company, Inc. ("First Am") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer

installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

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

- | | |
|-----------------------------------|---------------------------------|
| (1) Water: | \$ 832.00/REC |
| (2) Fire Protection: | \$ 0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost |
| (4) Sanitary Sewer Connection: | \$ 4,764/REC |

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement

review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

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

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

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

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the Development prior to the issuance of a building permit for said phase of the Development on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the

Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The development is comprised of internal private roadways.

5.06 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that the Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the subject site.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer has obtained a construction loan from the _____ (the "Bank") in the principal amount of \$ _____ to assure the faithful performance and funding of Developer's obligations under this Agreement as itemized in Exhibit A attached hereto and incorporated herein by reference, as well as the construction of the Development. The Bank is requiring construction disbursing through First Am, and independent inspections prior to each draw and retainage of 10%. Developer or First Am shall provide the Village all documentation requested by First Am or the Bank prior to any disbursement relating to public improvements for the Development. The Village is hereby authorized to contact directly First Am or the Bank from time to time regarding the sufficiency of the financial guaranty and to submit a draw request to First Am to fund any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans.

6.02 Intentionally deleted.

6.03 Intentionally deleted.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special

assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree or is reasonably necessary to remedy a breach) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee on cause its contractor to guaranty all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

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

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION.

Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the platting/subdivision of the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently

defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

- (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

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

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgages having interest in said real estate are as follows: F Street Germantown, LLC

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind F Street Germantown, LLC as an agent of the same.

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

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

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

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

ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2023 which shall be the effective date of this Agreement.

DEVELOPER:

TOWN 9 INDUSTRIAL BUILDING A

By: F Street Germantown, LLC

A Wisconsin Limited Liability Company

By: _____
Scott J. Lurie, Manager

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2023, the above-named, Scott J. Lurie, Manager of F Street Germantown, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Manager of said Limited Liability Corporation and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Angel Rettler, Interim Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2023, the above-named, Dean Wolter, Village President, and Angel Rettler, Interim Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Interim Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT “A” (financial & fee’s)

EXHIBIT “B” (labor & equipment rates)

LABOR RATES -- 2023

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2021	2022	2023
Director of Public Works	\$82.51	\$85.40	\$80.09
Community Development Director			\$82.69
Village Engineer	\$69.53	\$71.96	\$67.19
Project Engineer	\$58.88	\$60.94	\$56.81
Civil Engineer	\$44.33	\$45.88	\$54.63
Land Surveyor/Survey Crew w/Robot	\$148.65	\$153.85	\$140.30
Engineer Tech III / Land Surveyor	\$52.53	\$54.37	\$42.95
Construction Inspection	\$52.73	\$54.58	\$52.84
Record Drawing Documentation Preparation	\$52.73	\$54.58	\$51.75
Clerical_DPW			\$43.64
Clerical_Planning/Zoning			\$43.90
Superintendent_Highway	\$59.52	\$61.60	\$67.24
Foreman_Highway			\$63.14
Highway Maintenance Worker II	\$49.94	\$51.69	\$58.02
Highway Operators (Traffic Signals)	\$57.98	\$60.01	\$60.38
Superintendent_Water Utility	\$59.52	\$61.60	\$65.85
Foreman_Water Utility			\$60.95
Superintendent_Waste Water	\$59.53	\$61.61	\$66.45
Utility Operator	\$51.24	\$53.03	\$58.02

**NOTE: 2023 rates reflect base wage + benefits/fed/state/pension/ins/ss (from payroll)
+ 15% Administration/Overhead.**

EQUIPMENT RATES -- 2023

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2021	2022	2023
Cruz-Air	\$74.27	\$76.50	\$78.79
Case Backhoe & Loader	\$43.85	\$45.17	\$46.52
Michigan Loader	\$56.03	\$57.71	\$59.44
Case/John Deer Loader/Snow Plow	\$95.01	\$97.86	\$100.80
Case/John Deer Loader/Snow Blower	\$129.10	\$132.97	\$136.96
Single Axle Dump Truck (5yd)	\$40.19	\$41.40	\$42.64
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$64.55	\$66.49	\$68.48
Tandem Axle Dump Truck	\$53.59	\$55.20	\$56.85
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$79.17	\$81.55	\$83.99
Quad Axle Dump Truck	\$92.89	\$95.68	\$98.55
1-Ton Patrol Truck (2-3 yd)	\$30.46	\$31.37	\$32.32
1-Ton Truck w/Plow	\$37.76	\$38.89	\$40.06
Truck w/Water Jetter w/Aux. Power Unit	\$60.89	\$62.72	\$64.60
Aerial Lift Truck	\$75.52	\$77.79	\$80.12
3500- Truck w/ Utility Box & Crane	\$65.00	\$65.00	\$65.00
Pickup Truck	\$23.75	\$24.46	\$25.20
Pickup Truck w/Plow	\$34.10	\$35.12	\$36.18
Self Propelled Vibrating Roller	\$46.28	\$47.67	\$49.10
Self Propelled Non-Vibratory Roller	\$42.62	\$43.90	\$45.22
185 cfm Air Compressor (Portable)	\$34.10	\$35.12	\$36.18
Street Sweeper 40 Hp w/Front Mounted Broom	\$45.06	\$46.41	\$47.80
Vacuum Sweeper	\$99.87	\$102.87	\$105.95
Vac All	\$104.74	\$107.88	\$111.12
Sewer line Televising Truck	\$141.29	\$145.53	\$149.89
Combination Sewer Machine (pipe jetter & vac)	\$170.51	\$175.63	\$180.89
Mini Excavator	\$59.70	\$61.49	\$63.34
Skid Steer Loader w/Bucket	\$38.98	\$40.15	\$41.35
Skid Steer Loader w/Snow Blower/Broom	\$42.62	\$43.90	\$45.22
20" Enclosed Trailer	\$15.45	\$15.91	\$16.39
REX Valve Turner	\$85.49	\$88.05	\$90.70
10' Utility Trailer	\$12.36	\$12.73	\$13.11
Tar Kettle	\$41.41	\$42.65	\$43.93
Motorized Mower (24" & Under)	\$16.15	\$16.63	\$17.13
Motorized Mower (25"-47")	\$22.54	\$23.22	\$23.91
Motorized Mower (48" & larger)	\$26.19	\$26.98	\$27.78
Tractor w/Sickle or Flail Mower	\$56.14	\$57.82	\$59.56

Chain Saw	\$14.94	\$15.39	\$15.85
Hydraulic Saw	\$14.94	\$15.39	\$15.85
Hydraulic Pruner	\$14.94	\$15.39	\$15.85
Chipper	\$48.71	\$50.17	\$51.68
Generator (225 Kw)	\$69.42	\$71.50	\$73.65
Generator (Under 10 Kw)	\$30.46	\$31.37	\$32.32
Trailer Mounted Vacuum Excavator & Valve Turner	\$102.31	\$105.38	\$108.54
6 " Pump/Hose	\$37.76	\$38.89	\$40.06
4" Pump/Hose	\$31.67	\$32.62	\$33.60
3" Pump/Hose	\$26.19	\$26.98	\$27.78
Barricades-----DAILY COST	\$3.66	\$3.77	\$3.88
Traffic Control Signs-----DAILY COST	\$1.83	\$1.88	\$1.94
NOTE: 2023 rates reflect a 3% increase of 2022 rates			

EXHIBIT “C” (CSM)

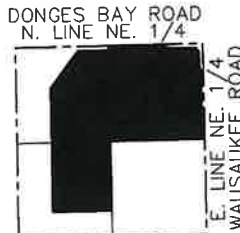
CERTIFIED SURVEY MAP NO. 7272

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

GRAEF

275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

1" = 2000'



VICINITY MAP
NE. 1/4, SECT. 36,
T.9N., R.20E.

Document # 1576008

MAP # 7272

VOLUME: 56 PAGE: 174

WASHINGTON COUNTY WISCONSIN

2023-03-09 9:58:00 AM

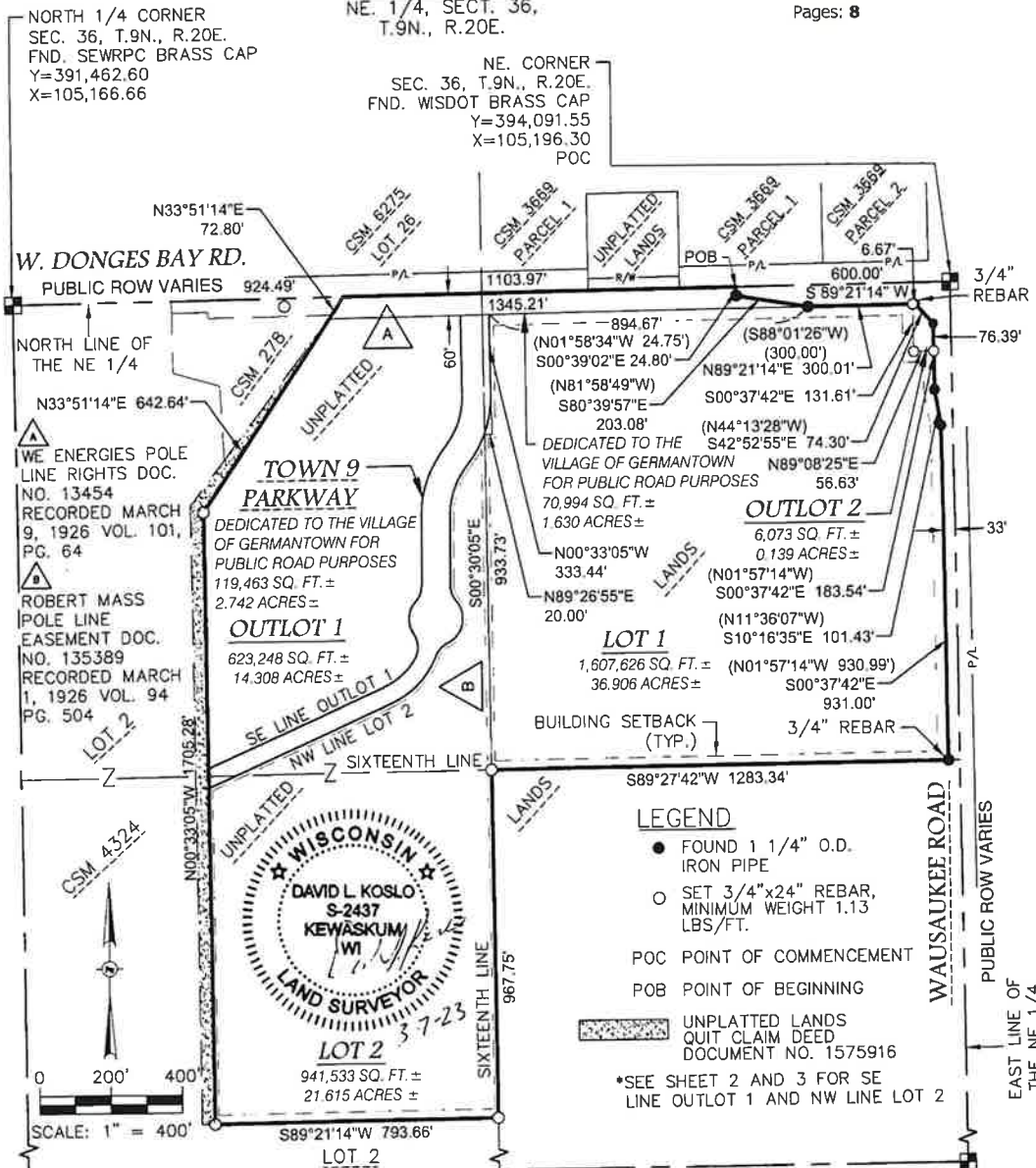
Sharon A. Martin

SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS

Fee: \$30.00

Fee Exempt: 2R

Pages: 8



GENERAL NOTES

- Bearings are referenced to the North line of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East which bears, N. 89°21'14" E. based on the Wisconsin Coordinate Reference System, Washington County, NAD83(2011).
- Owner and subdivider is Village of Germantown, N112 W17001 Mequon Road, Germantown, WI. 53022.
PH: 1-262-250-4745, Tax ID: GTNV 361-991 & GTNV 361-992.

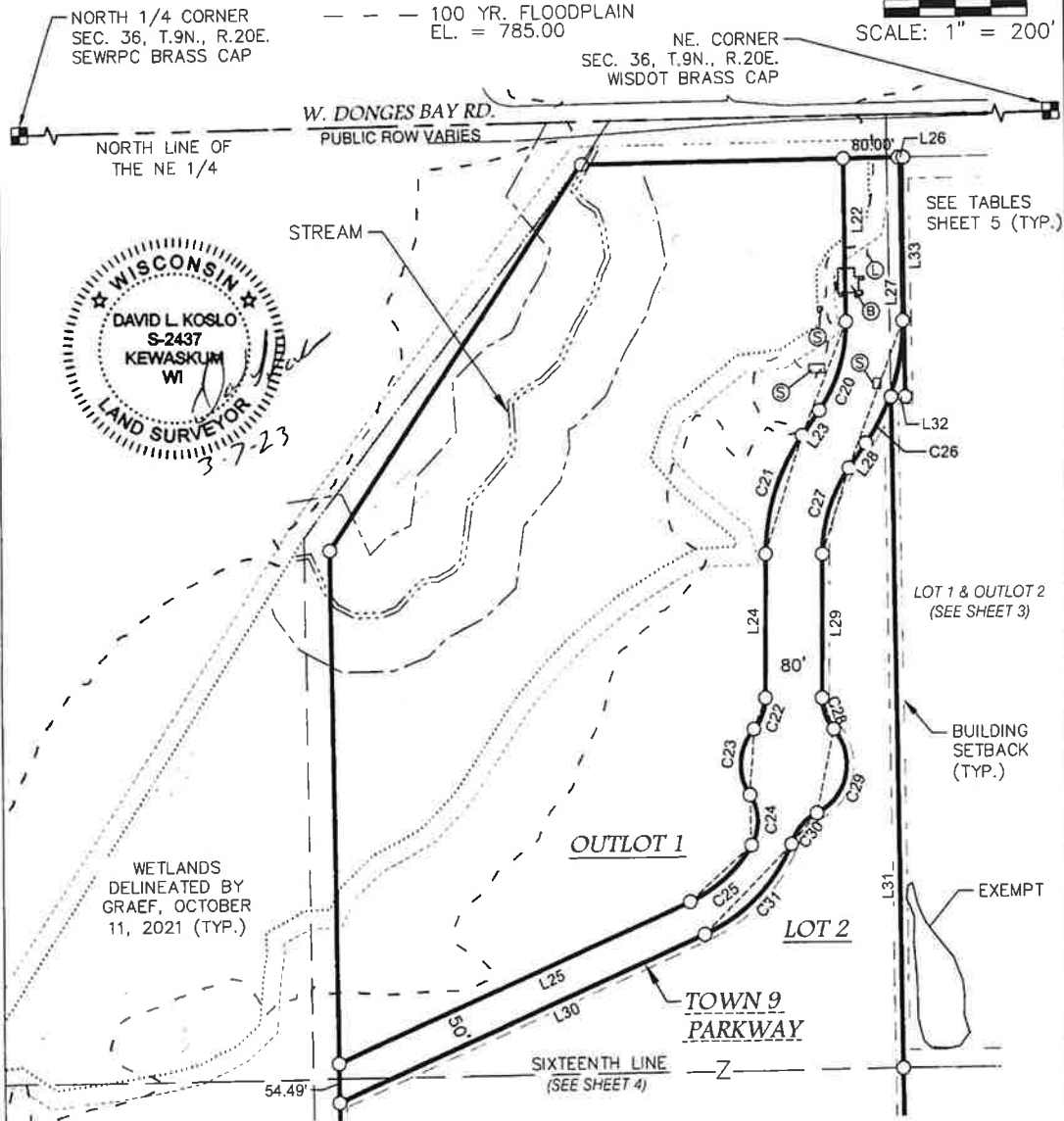
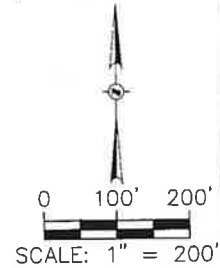
This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 1 OF 8

CERTIFIED SURVEY MAP NO.

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

LEGEND

-----	STREAM	⊗	BUILDING
-----	STREAM 75' SETBACK	⊙	SHED
.....	DELINEATED WETLAND	⊕	LP TANK
-----	WETLAND 25' SETBACK		
- - -	100 YR. FLOODPLAIN		
	EL. = 785.00		



GENERAL NOTES

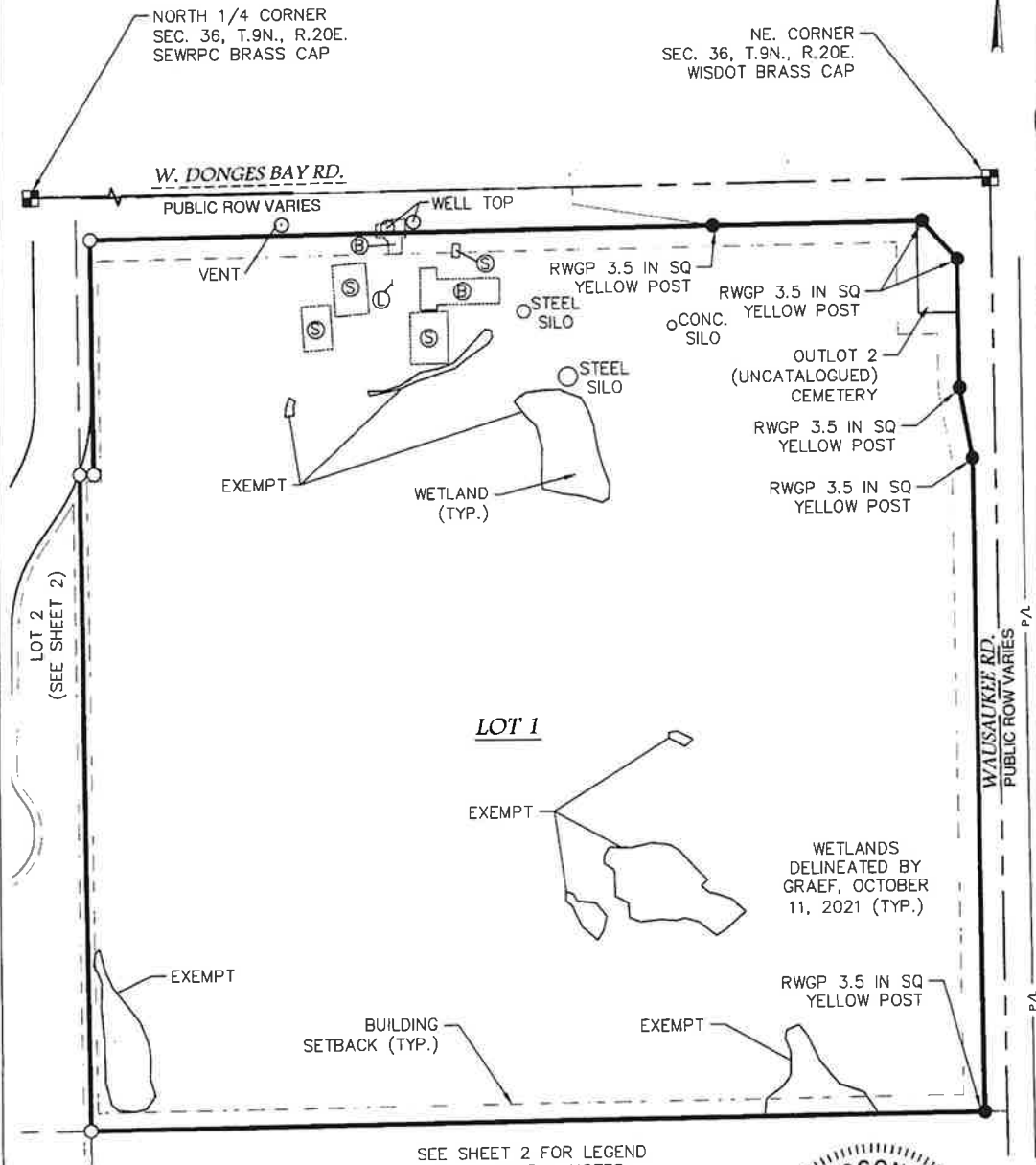
- 1.) Lot 2 is zoned I: Institutional District. A minimum building setback from the right-of-way of all streets, or highways equal to the average setback on each side of the use parcel or districts. A minimum side yard equal to the side yard of adjacent use parcels or districts. a rear side yard of not less than 25 feet. Front yard = 30 feet, Side yards = 10 feet, Rear yard = 25 feet
- 2.) Lot 1 is zoned M-1: Limited Industrial. Minimum building setbacks are; Front/Street yard = 30 feet, Side yard = 10 feet, Rear yard = 25 feet. Donges Bay Road: Front/Street yard setback = 30 feet, Wausaukee Road: Front/Street yard setback = 30 feet, West Lot line: Rear yard setback = 25 feet, South Lot line: Rear yard setback = 25 feet.
- 3.) These are minimum setbacks with actual setbacks to be determined by the Plan Commission through Site Development & Building Plan approval.
- 4.) Development within the wetland and stream bank setbacks is prohibited unless otherwise allowed pursuant to the provisions of chapter 24 (shoreland-wetland zoning code) in the Germantown municipal code".

This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 2 OF 8

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

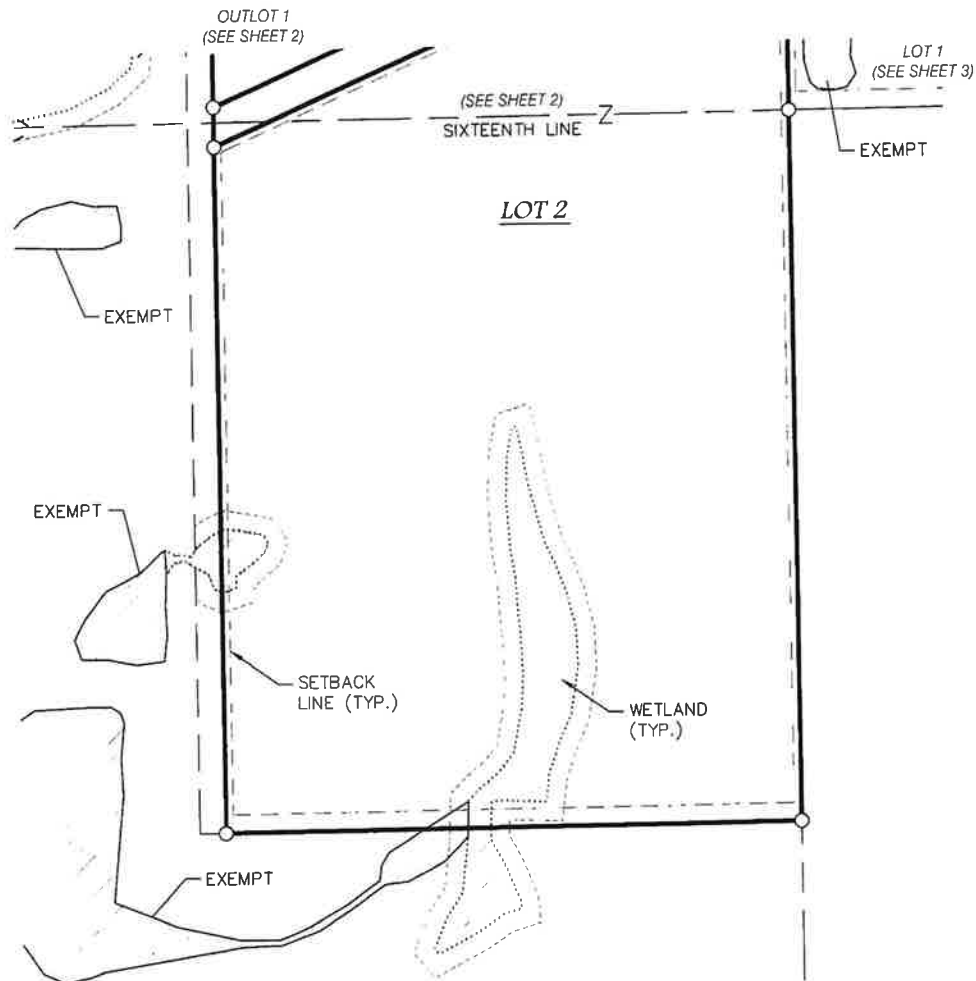
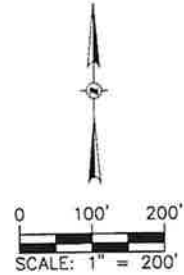
0 100' 200'
SCALE: 1" = 200'



This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 3 OF 8

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.



SEE SHEET 2 FOR LEGEND
AND GENERAL NOTES



This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 4 OF 8

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

OUTLOT 1 TABLES

LINE TABLE		
LINE #	LENGTH	DIRECTION
L22	227.31'	S00°30'31"E
L23	42.27'	S35°17'13"W
L24	200.34'	S00°34'38"W
L25	541.92'	S66°01'55"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C20	131.20'	210.00'	35°47'44"	129.07'	S17°23'21"W
C21	175.68'	290.00'	34°42'35"	173.01'	S17°55'56"W
C22	47.52'	66.00'	41°15'21"	46.50'	S21°12'18"W
C23	98.75'	75.00'	75°26'23"	91.77'	S4°06'47"W
C24	73.76'	66.00'	64°01'51"	69.98'	S1°35'29"E
C25	118.70'	191.00'	35°36'28"	116.80'	S48°13'40"W

LOT 2 TABLES

LINE TABLE		
LINE #	LENGTH	DIRECTION
L26	1.61'	S89°24'59"W
L27	333.44'	N00°33'05"W
L28	42.27'	S35°17'13"W
L29	200.34'	S00°34'38"W
L30	563.57'	S66°01'55"W
L31	933.73'	N00°33'05"W
L32	20.00'	N89°26'55"E
L33	227.50'	S00°30'31"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C26	78.06'	290.00'	15°25'21"	77.83'	S27°34'32"W
C27	127.22'	210.00'	34°42'35"	125.28'	S17°55'56"W
C28	47.60'	66.00'	41°19'19"	46.57'	S20°05'02"E
C29	137.69'	75.00'	105°11'17"	119.15'	S11°58'26"W
C30	47.52'	66.00'	41°15'23"	46.50'	S43°56'23"W
C31	189.40'	242.22'	44°48'04"	184.61'	S43°34'36"W



This Instrument Drafted By: David L. Koslo, PLS No. 2437 JOB. NO. 20210820.02 SHEET 5 OF 8

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
 : SS
MILWAUKEE COUNTY)

I, David L. Koslo, a professional land surveyor, do hereby certify: That I have surveyed, divided, and mapped unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northeast 1/4; Thence South 89°21'14" West along the North line of said Northeast 1/4, 600.00 feet to the point of beginning; Thence South 00°39'02" East along the South right of way line of West Donges Bay Road, 24.80 feet; Thence South 80°39'57" East along said South right of way line, 203.08 feet; Thence North 89°21'14" East along said South right of way line, 300.01 feet; Thence South 42°52'55" East along said South right of way line, 74.30 feet to the West right of way line of Wausaukee Road; Thence South 00°37'42" East along said West right of way line, 183.54 feet; Thence South 10°16'35" East along said West right of way line, 101.43 feet; Thence South 00°37'42" East along said West right of way line parallel to the East line of said Northeast 1/4, 931.00 feet to the South line of the Northeast 1/4 of said Northeast 1/4; Thence South 89°27'42" West along said South line, 1283.34 feet to the West line of the Northeast 1/4 of said Northeast 1/4; Thence South 00°30'05" East along said West line, 967.75 feet to a Northerly line of Lot 2 of Certified Survey Map numbered 4324 as recorded in the office of the Register of Deeds for Washington County; Thence South 89°21'14" West along said Northerly line, 793.66 feet; Thence North 00°33'05" West, 1705.28 feet; Thence North 33°51'14" East, 715.44 feet to the North line of said Northeast 1/4; Thence North 89°21'14" East along said North line, 1103.97 feet to the point of beginning.

Containing 3,368,938 square feet (77.340 acres), more or less.

That I have made such survey, land division, and map by the direction of the Village of Germantown, owners of said land. That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing, and mapping the same.



David L. Koslo S-2437
Professional Wisconsin Land Surveyor

Date: 3-7-23

CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

OWNER'S CERTIFICATE:

The Village of Germantown, a Wisconsin Municipal organization, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. As Owners, we hereby dedicate that part of Donges Bay Road and Town 9 Parkway to the Village of Germantown for public road purposes as represented on sheets 1 and 2 of 8 of this Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or 236.12 to be submitted to the following for approval or objection: Village of Germantown.

In witness whereof, The Village of Germantown has caused these presents to be signed by Dean Wolter, Village President, and its corporate seal to be hereunto affixed on this 5th day of March, 2023.

Village of Germantown

By

Dean Wolter, Village of Germantown, President



STATE OF WISCONSIN

) SS

MILWAUKEE COUNTY

Personally came before me this 8 day of March, 2023, the above named Dean Wolter, Village President, to me known to be the person who executed the foregoing instrument, and to me known to be President of the Village of Germantown, and acknowledged that he executed the foregoing instrument as such President of the Village of Germantown by its authority.

My Commission expire

8/6/2024

Angela V. Rettler

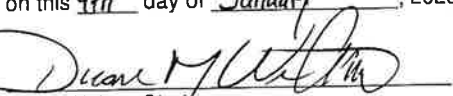


CERTIFIED SURVEY MAP NO. _____

Unplatted lands located in the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this 9th day of January, 2023.


Dean Wolter, Chairman

3-8-23
Date


Laura A. Johnson, Secretary

3/7/23
Date

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of the Northwest 1/4, the Southwest 1/4, and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of Donges Bay Road and Town 9 Parkway for public road purposes as shown on Sheets 1 and 2 of 8 is hereby accepted by the Village Board of Trustees of the Village of Germantown on this 16th day of January, 2023.


Dean Wolter, Village President

3-8-23
Date


Angelica V. Retter, Village Clerk

3-8-23
Date



EXHIBIT “D”
Approved Plans and Specifications

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Amended Development Agreement - Capstone Building #2

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

Staff is bringing the Developers Agreement for the proposed Building No. 2 of the CAPSTONE-41 Development for PWHC approval. This Development Agreement is necessary due to the installation of a public watermain. The Development is located on the south side of Holy Hill Road (across from the Briggs & Stratton Facility). The public improvements were addressed in the DA.

ATTACHMENT:

1. J. Amended Development Agreement - Capstone 41

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for CAPSTONE 41 Development Bldg No. 2 and any revisions by the Village Attorney and forward it with a positive recommendation for approval to the Village Board.

ACTION BY Committee:

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.

CAPSTONE 41
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village," and CQ WI 2021, LLC, a Delaware limited liability company, hereinafter referred to as "Developer." The Village and the Developer shall individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the parties entered into a Development Agreement on December 30, 2021, which was recorded in the office of the Washington County Register of Deeds as Document No. 1553963 on January 19, 2022 (the "Agreement") for the development of certain property located generally in the Northwest ¼ and Southwest ¼ of the Northeast ¼ and Part of the Northeast ¼ and Southeast ¼ of the Northwest ¼, all in Section 18, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the Agreement; and

WHEREAS, the Agreement identified a series of three buildings in the development; Building #1 as an approximately 202,455 sq. ft industrial (warehouse/office/distribution) or light manufacturing facility; Building #2 is estimated to be approximately 290,580 sq. ft., and Building #3 is estimated to be approximately 293,536 sq. ft., both of a presently undetermined use but intended to be consistent with the current Village comprehensive plan and M-1 zoning; and

WHEREAS, the Developer divided the property by CSM such that Building #2 and Building #3 are to be constructed on the parcel described as Lot 2 of CSM 7181, being a part of the Northwest 1/4 of Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin (the "Second Development Parcel"); and

WHEREAS, subsequent to entering into the Agreement the plans to serve Building #2 and #3 with water and sewer changed such that public utilities will extend further into the Second Development Parcel which necessitates this amendment; and

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

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

Section 1. Paragraph 1.02 of the Agreement, as it relates to the Second Development Parcel only, shall read as follows:

1.02 WATER SUPPLY FACILITIES. Pursuant to the Agreement, Developer designed and installed all water supply facilities that were intended to serve the

three buildings. Subsequent to the Agreement, Developer decided to change the water service for buildings 2 and 3. For buildings 2 and 3, Developer has designed plans for all proposed water infrastructure consisting of; 808 lf of 12" water main / 493 lf of 8" water main / 887 lf of 6" water main / 2 each 12" gate valves / 1 each 8" gate valve / 5 each 6" gate valves and 5 each hydrants with bollards. The water main will connect to the existing 12" service along Holy Hill Road. The Village Engineer has approved all proposed plans, specifications and contract documents for all water systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All plans and documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Easement document shall not be drafted until construction of water main is completed and alignment is documented. Water Main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

A pre-construction meeting is required prior to the starting work on water main.

Section 2. Paragraph 1.03 of the Agreement, as it relates to the Second Development Parcel only, shall read as follows:

1.03 SANITARY SEWERAGE SYSTEMS. Developer plans do not call for the installation of public sanitary sewer. The only sanitary sewer facilities work on this project is raising four (4) existing sanitary manholes to the revised pavement elevation. This work shall be completed in the presence of Village staff or assigned representative.

Also, the Developer will grant an ingress/egress easement for the Village Wastewater Utility to gain access to the onsite sanitary manholes through the developments paved driveways/parking lots for the purpose of maintenance and repairs as needed. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Section 3. All other provisions of the Development Agreement shall remain in effect.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2023 which shall be the effective date of this Agreement.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

By: CQ WI 2021, LLC

By: Capstone Germantown LLC, its Co-managing Member

By: _____
Michael Faber, its: Manager

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally, came before me this ____ day of _____, 2023, the above-named, Michael Faber, Manager of Capstone Germantown LLC, as Co-Managing Member of CQ WI 2021, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Manager of said company and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
, Village Clerk (Acting)

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2023, the above-named, Dean Wolter, Village President, and _____, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023, and ending June 30, 2024:

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } GERMANTOWN
☐ City of }

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
BARLEY POP BRENNHAUS	1101 N11629 CHURCH ST, GERMANTOWN

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-----------------	---------	---------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KANZENBACH	JODI		W4535 COUNTRY RD A FREDONIA, 53021
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KANZENBACH	CORY	DALE	W4535 COUNTRY RD A FREDONIA, 53021
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name BARLEY-POP PUB & RESTAURANT Business Phone Number 262-255-2086
- Address of Premises 1116 N11637 MAIN ST Post Office & Zip Code GERMANTOWN, 53021
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) FIRST FLOOR BASEMENT

STORAGE, OUTSIDE BEER GARDEN LOCATED ~~BEHIND~~ NORTH SIDE OF BUILDING TO BE OPENED AS LATE AS ALLOWED BY VILLAGE. DURING 4TH OF JULY PARADE, BEGINNING AT 11AM & OUTSIDE EXTENSION FROM EAST END OF BUILDING TO WEST ALL THE WAY TO SIDEWALK.

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	<u>27-0184273</u>
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☐ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	N/A
☐ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ 20
TOTAL FEE	\$ <u>600</u>

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contain Person's Name (Last, First, M.I.) KANZENBACH, Jodi J	Title / Member PRESIDENT	Date 5-11-23
Signature 	Phone Number 262-339-0403	Email Address cheffanisse@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

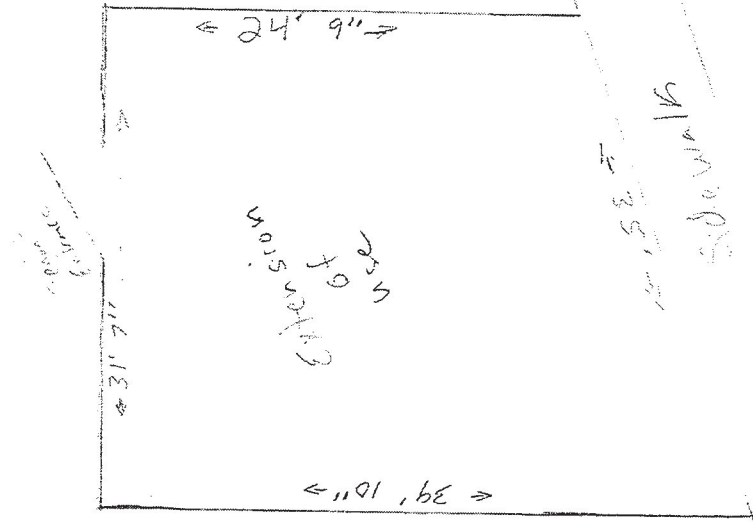
CONVICTIONS

- | | |
|---------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |

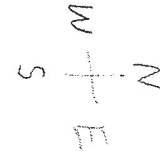
PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |

Barley Pop



St
Main



Brown House
Garden

at
+3
6x11

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of GERMANTOWN

County of WASHINGTON Aldermanic Dist. No. (if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company ☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
WL Bier Shop LLC	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Hestings	Charles	Brian	1116 W15841 Ave 53022

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
HASTINGS	Charles	Brian	1116 W15841 Ave Germantown 53022
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name Von Rothenberg Business Phone Number 414-334-9363
- Address of Premises 1116 W15841 Ave Shop Post Office & Zip Code 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Bar area Garden garage Basement

Applicant's Wisconsin Seller's Permit Number <u>456-105792-2831-02</u>	
FEIN Number <u>46-1972107</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☐ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ (20) pd
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3**

☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3**.

☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain**

☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain**

☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit?
[phone (608) 266-2776]

☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?

☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?

☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees?
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Charles Hastings	President	5/10/93
Signature Chae	Phone Number 414-334-9363	Email Address chae@hastingswi.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of GERMANTOWN
(if required by ordinance)

County of WASHINGTON Aldermanic Dist. No. _____

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
BSC Wisconsin LLC	N132 W17573 Rockfield Rd, Rockfield, WI 53076

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)
Schroeder Eric Douglas N132 W17573 Rockfield Rd, Rockfield, WI 53076

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Schroeder Eric	Eric	Douglas	N132 W17573 Rockfield Rd, Rockfield, WI 53076
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name BGSKY LAUNDRY BAR & Grill Business Phone Number 262-415-7633

2. Address of Premises W204 N11498 Goldendale Rd Post Office & Zip Code Germantown, WI 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) BAR AREA & DINING ROOMS ON FIRST FLOOR, BANQUET/DINING ROOM IN BASEMENT, OFFICE, BACKS' OUTSIDE PATIO ON SIDE OF BUILDING.

Applicant's Wisconsin Seller's Permit Number	
456-1-29278918-02	
FEIN Number	
81-5144881	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 100
☒ Class B beer	\$ 100
☐ Class C wine	\$ 100
☐ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 500
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 500
Publication fee	\$ 20
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? **If yes, explain fully on page 3**. ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this licensee? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☐ Yes ☒ No

IN PROCESS. EXTENSION APPLIED. MONTHLY SALES & USAGE TAXES UP TO DATE AND PAID.

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Schroeder, Eric D.	Title / Member MANAGER'S MEMBER	Date 05-11-2023
Signature 	Phone Number 414-331-9191	Email Address eric.schroeder@wi.rt.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this AT-115 form.

CONVICTIONS

- | 1. NAME | 2. NAME | 3. NAME | 1. NAME |
|--|--|--|--|
| CHARGE | CHARGE | CHARGE | CHARGE |
| DATE | DATE | DATE | DATE |
| PENALTY | PENALTY | PENALTY | PENALTY |
| STATUTE NO./LOCAL ORDINANCE | STATUTE NO./LOCAL ORDINANCE | STATUTE NO./LOCAL ORDINANCE | STATUTE NO./LOCAL ORDINANCE |
| WHERE CONVICTED | WHERE CONVICTED | WHERE CONVICTED | WHERE CONVICTED |
| ☐ MISDEMEANOR ☐ FELONY | ☐ MISDEMEANOR ☐ FELONY | ☐ MISDEMEANOR ☐ FELONY | ☐ MISDEMEANOR ☐ FELONY |
- PENDING CHARGE**
- 2/A
- PENDING CHARGE
- DATE

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform who willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:



FO DVA 09/16
MADISON, WI 53708-8902

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-268-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Latter ID L1838758624

ERIC D SCHROEDER
BSC WISCONSIN LLC
4619 W BLUE MOUND CT
MILWAUKEE WI 53208-3607

Wisconsin Department of Revenue Seller's Permit

Legal/real name:

BSC WISCONSIN LLC

Business name:

BIG SKY COUNTRY BAR & GRILL
W204N11498 GOLDENDALE RD
BUILDING RESTAURANT
GERMANTOWN WI 53022-2906

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	458-1028278818-02

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Black Dog Hospitality LLC	1112 Walnut St, Germantown, WI 53022

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Woller	Jake	Robert	1112 Walnut St, Germantown, WI 53022

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Woller	Jake	Robert	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Bixenberg Tavern Business Phone Number 262-293-3303
2. Address of Premises 1112 Walnut St, Germantown, WI 53022 Post Office & Zip Code 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

- Northeast room of building, 1st floor
- East patio of building
- SE room of building, 1st floor

AT-115 (R. 5-19)

Wisconsin Department of Revenue

- South deck of building
- Storage in basement
- Storage in NE side of building, 1st floor

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Woller, Jake, R	Title / Member Owner	Date 4/20/23
Signature [Signature]	Phone Number 262-391-3332	Email Address bixenberg@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

OK 2/6/23
05/03/23

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0637690192

BLACK DOG HOSPITALITY LLC
19690 W LINCOLN AVE
NEW BERLIN WI 53146-1717

Wisconsin Department of Revenue Seller's Permit

Legal/real name: BLACK DOG HOSPITALITY LLC
Business name: BIXENBERG TAVERN
N112W21209 MEQUON RD
GERMANTOWN WI 53022-2835

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Sales & Use Tax

Account Type

Seller's Permit

Account Number

456-1030704531-04

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of }
☒ Village of } Germantown
☐ City of }

County of Washington

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (If different from licensed premises)
Blackstone Creek Golf Club, Ltd.	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Schmidt	Troy	David	N105W14467 Wilson Cir., Germantown, WI 53022

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Schmidt	Troy	David	N105W14467 Wilson Cir., Germantown, WI 53022
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Romano	Frank	John	4455 Club Drive, Slinger, WI 53086
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Blackstone Creek Golf Club, Ltd. Business Phone Number 262-255-4200

2. Address of Premises N112W17300 Mequon Road Post Office & Zip Code Germantown, 53022

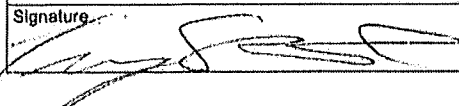
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Clubhouse, Bar, golf shop,
entire property using beverage carts on the entire course layout (156 acres)

Applicant's Wisconsin Seller's Permit Number 456102003171903	
FEIN Number 204928847	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ 100
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 500
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20
TOTAL FEE	\$ 620

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Schmidt, Troy, D	Title / Member Owner	Date 04/26/2023
Signature 	Phone Number 262-510-7710	Email Address backtee@pga.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Troy Schmidt



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-265-2776 fax: 608-264-6884
e-mail: DORBusinessTax@revenue.wi.gov
website: revenue.wi.gov

Letter ID 11643268960

BLACKSTONE CREEK GOLF CLUB, LTD.
PO BOX 226
GERMANTOWN WI 53022-0226

Wisconsin Department of Revenue Seller's Permit

Legal/real name: BLACKSTONE CREEK GOLF CLUB, LTD.
Business name: BLACKSTONE CREEK GOLF CLUB, LTD.
W175N11163 STONEWOOD DR STE 226
GERMANTOWN WI 53022-6503

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Sales & Use Tax

Account Type

Seller's Permit

Account Number

456-1020031719-03

VENDOR - 461020 (R 12/11)

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of }
☐ Village of } Germantown
☒ City of }

County of Washington

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Blazin Wings, Inc.</u>	<u>3 Glenlake Parkway, Atlanta, GA 30328</u>

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Hart</u>	<u>Allan</u>	<u>Michael</u>	<u>18435 W. Lisbon Road, Brookfield, WI 53045</u>

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jones, Jr.</u>	<u>Robert</u>	<u>Q</u>	<u>6875 Lisa Lane, Dunwoody, GA 30338</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Okeon</u>	<u>Nils</u>	<u>H</u>	<u>259 Broadland Rd NW, Atlanta, GA 30342</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jaspon</u>	<u>Katherine</u>	<u>D</u>	<u>5110 Marbury Circle, Sandy Springs, GA 30327</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

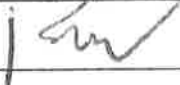
C. Business Information

- Trade Name Buffalo Wild Wings Business Phone Number 252-251-1780
- Address of Premises N96 W17990 County Line Road Post Office & Zip Code Germantown, WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Alcohol will be served and consumed in the following areas: patio, dining and bar. All alcohol will be stored in bar area, in locked storage and beer cooler in kitchen. All receipts will be stored in manager's office. Restaurant is single story bldg with attached enclosed patio.

Applicant's Wisconsin Seller's Permit Number	
<u>45600042176803</u>	
FEIN Number	
<u>41-1957107</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ <u>N/A</u>
☒ Class B liquor	\$ <u>500</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>620</u>

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3** ☒ Yes ☐ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Jones, Jr., Robert Q	Title / Member Vice President	Date 4/26/13
Signature 	Phone Number 952-516-8175	Email Address BWWLicensing@Inspire

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME See attached list STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

Violation Status Name	Violation Date	Violation Level Code	Violation Type Name	Site Code	Site Code Name	State (2 Char Abr)	Agency	Responsible Party	Fine
Resolved	08/12/2022	FINE	Failure to follow ID process/Serve Minor	0159	0159 (Oswego)	IL	City of Oswego	Restaurant & Employee	\$250
Resolved	02/16/2022	FINE	Failure to Display properly or renew timely	0394	0394 (Johnson City, TN)	TN	ABC	Restaurant	200
Resolved	12/31/2021	FINE	Failure to follow ID process/Serve Minor	0118	0118 (Maplewood, MN)	MN	City of Maplewood	Restaurant & Employee	\$500
Resolved	05/12/2022	FINE	Failure to follow ID process/Serve Minor	0658	0658 (Dickson, TN)	TN	ABC	Restaurant & Employee	\$1,000
Resolved		FINE	Failure to follow ID process/Serve Minor	0173	0173 (Smyrna, TN)	TN	ABC	Employee & Restaurant	\$1000 plus class
Resolved	02/09/2022	FINE	Failure to follow ID process/Serve Minor	0582	0582 (Tullahoma, TN)	TN	ABC	Restaurant & Employee	\$1,500
Resolved	06/25/2022	FINE	Failure to follow ID process/Serve Minor	0529	0529 (Monroe)	NC	ABC	Restaurant & Employee	\$3,500

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of }
☐ Village of } Germantown
☒ City of }

County of Washington

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Blazin Wings, Inc.</u>	<u>3 Glenlake Parkway, Atlanta, GA 30328</u>

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Hart</u>	<u>Allan</u>	<u>Michael</u>	<u>18435 W. Lisbon Road, Brookfield, WI 53045</u>

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jones, Jr.</u>	<u>Robert</u>	<u>Q</u>	<u>6875 Lisa Lane, Dunwoody, GA 30338</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Okeon</u>	<u>Nils</u>	<u>H</u>	<u>259 Broadland Rd NW, Atlanta, GA 30342</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Jaspon</u>	<u>Katherine</u>	<u>D</u>	<u>5110 Marbury Circle, Sandy Springs, GA 30327</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

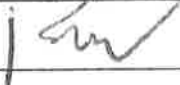
C. Business Information

- Trade Name Buffalo Wild Wings Business Phone Number 252-251-1780
- Address of Premises N96 W17990 County Line Road Post Office & Zip Code Germantown, WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Alcohol will be served and consumed in the following areas: patio, dining and bar. All alcohol will be stored in bar area, in locked storage and beer cooler in kitchen. All receipts will be stored in manager's office. Restaurant is single story bldg with attached enclosed patio.

Applicant's Wisconsin Seller's Permit Number <u>45600042176803</u>	
FEIN Number <u>41-1957107</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ <u>N/A</u>
☒ Class B liquor	\$ <u>500</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>620</u>

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3** ☒ Yes ☐ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Jones, Jr., Robert Q	Title / Member Vice President	Date 4/26/13
Signature 	Phone Number 952-516-8175	Email Address BWWLicensing@Inspire

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME See attached list STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

Violation Status Name	Violation Date	Violation Level Code	Violation Type Name	Site Code	Site Code Name	State (2 Char Abr)	Agency	Responsible Party	Fine
Resolved	08/12/2022	FINE	Failure to follow ID process/Serve Minor	0159	0159 (Oswego)	IL	City of Oswego	Restaurant & Employee	\$250
Resolved	02/16/2022	FINE	Failure to Display properly or renew timely	0394	0394 (Johnson City, TN)	TN	ABC	Restaurant	200
Resolved	12/31/2021	FINE	Failure to follow ID process/Serve Minor	0118	0118 (Maplewood, MN)	MN	City of Maplewood	Restaurant & Employee	\$500
Resolved	05/12/2022	FINE	Failure to follow ID process/Serve Minor	0658	0658 (Dickson, TN)	TN	ABC	Restaurant & Employee	\$1,000
Resolved		FINE	Failure to follow ID process/Serve Minor	0173	0173 (Smyrna, TN)	TN	ABC	Employee & Restaurant	\$1000 plus class
Resolved	02/09/2022	FINE	Failure to follow ID process/Serve Minor	0582	0582 (Tullahoma, TN)	TN	ABC	Restaurant & Employee	\$1,500
Resolved	06/25/2022	FINE	Failure to follow ID process/Serve Minor	0529	0529 (Monroe)	NC	ABC	Restaurant & Employee	\$3,500

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } Germantown
County of Washington City of

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company BRINKER RESTAURANT CORPORATION	Address of Corporation / Limited Liability Company (if different from licensed premises) 3000 OLYMPUS BLVD, DALLAS, TX 75019
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All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name Mather	(First) Alexandra	(Middle Name) W	Home Address (Street, City or Post Office, & Zip Code) 7793 W Margaret Ln, Franklin, WI 53132
---------------------------	----------------------	--------------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SEE ATTACHED LIST Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name CHILI'S GRILL & BAR Business Phone Number (262) 250-1254

2. Address of Premises N96W18640 County Line Rd Post Office & Zip Code Germantown WI 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) dining and bar areas; locked storage and 5 To-Go parking spaces next to To-Go door.

Applicant's Wisconsin Seller's Permit Number 456-1027003390-04	
FEIN Number 75-2340559	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ 1.00
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20
TOTAL FEE	\$ 6.20

BRINKER RESTAURANT CORPORATION,
a Virginia corporation

3000 Olympus Boulevard
Dallas, Texas 75019

Federal ID No. 75-2340559

Date of Incorporation: 06/29/1990

Re-domiciled in VA: 6/28/2017

SHARES: Authorized: 10,000 Common, \$.10 par value
 Issued: 1,000 Common, \$.10 par value
 (Sole Shareholder - Brinker International, Inc., a Delaware corporation)

OFFICERS AND DIRECTORS

* Denotes Director

Christopher L. Green*

President and Secretary

2831 Seven Shields Ln.
Lewisville, TX 75056
469-387-2091
SS#: 514-94-8899

DOB: 11/20/75
TX DL#: 03326997

Daniel S. Fuller*

Vice President, Treasurer and Assistant Secretary

120 Hollywood Dr.
Coppell, TX 75019
602-885-2561
SS#: 601-58-1744

DOB: 5/12/1982
TX DL#: 40401396

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7/1/2023 ending: 6/30/2024
(month dd yyyy) (month dd yyyy)

To the Governing Body of the: ☒ Town of } German town
☐ Village of }
☐ City of }

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456103046256802</u>	
FEIN Number <u>88-4411081</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100.00</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ <u>500.00</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20.00</u>
TOTAL FEE	\$ <u>620.00</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Das Barrel Room LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Brooks</u>	<u>Mark</u>	<u>Steven</u>	<u>NSA W14018 Aberdeen Dr. Men Falls, WI</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Das Barrel Room LLC Business Phone Number 262-252-9118

2. Address of Premises W201N10466 Appleton Ave Post Office & Zip Code German town 53022

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Main Building - Basement, Bar, Storage Room off the Bar, Dining Areas, Deck and Lawn off the Back of Building.

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? Das Barrel Room LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date 5/8/19 of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign, one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Brooks, Mark, S</u>	Title/Member <u>owner</u>	Date <u>5/12/23</u>
Signature <u>Mark S. Brooks</u>	Phone Number <u>414-507-8653</u>	Email Address <u>dasbarrelroom@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:
2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-268-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1641308816

MARK S BROOKS
DAS BARREL ROOM LLC
W201N10466 APPLETON AVE
GERMANTOWN WI 53022-3706

Wisconsin Department of Revenue Seller's Permit

Legal/real name: DAS BARREL ROOM LLC

Business name: DAS BARREL ROOM LLC
N52W14018 ABERDEEN DR
MENOMONEE FALLS WI 53051-6829

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1030460568-02

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
EASTERN KETTLE MORAIN L Moxelodge	W198 N10217 APPLETON AVE

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
NUMRICH	WILLIAM	F.	N88 W17521 CHRISTMAN RD M. FALLS 53051

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
HALVERSON	PAMELA	A.	W160 N10934 MEADOW DR G. TOWN 53218
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
NUMRICH	WILLIAM		N88 W17521 CHRISTMAN RD M. FALLS 53051
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name	EKM moose Lodge	Business Phone Number	262-255-5055
2. Address of Premises	W198 N 10217 Appleton Ave	Post Office & Zip Code	G. TOWN 53022
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?	Yes ☒ No ☐		
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)	45x60 MAIN BLD - Kitchen - HALL - 22x20 PAUVILLION - GROUND AREA 480x525		

Applicant's Wisconsin Seller's Permit Number	
456-0000530072-02	
FEIN Number	
23-7143464	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 100
☒ Class B beer	\$ 100
☐ Class C wine	\$ 100
☒ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$ 500
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 500
Publication fee	\$ 20
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☐ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) NUMRICH WILLIAM	Title / Member Admin.	Date 4-23-23
Signature William Numrich	Phone Number 414-573-5585	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } GERMANTOWN
☐ City of }

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Maple Road LLC	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BORDUM	BORO		828 Church St Allenton WI 53002

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BORDUM	BORO		828 Church St Allenton WI 53002
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name BORDUM'S Pub Grill Business Phone Number 262 416 3131

2. Address of Premises W188 N10515 MAPLE RD Post Office & Zip Code GERMANTOWN 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st floor area back patio, back yard, also basement storage

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	843 182 884
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☐ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	N/A
☐ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$
TOTAL FEE	\$ 20.00

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

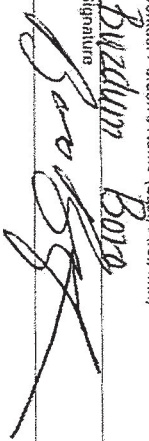
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Buzdum Borg	owner	5-10-2025
Signature	Phone Number	Email Address
	202-844-9429	buzdum@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
5/10/23		
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

015 24
05/10/2023

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

- | | |
|---------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |

to begin and tab throughout. Use mouse to check appropriate boxes, spacebar or enter.

Save

Print

Clear

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7/1/2023 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } Germantown
☒ Village of }
☐ City of }

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number
456102818058502

FEIN Number
46-3654796

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 100.00
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 500.00
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20.00
TOTAL FEE	\$ 620.00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Florian Park Inc.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Rahl</u>	<u>Ryan</u>	<u>Jeffrey</u>	<u>311 Preserve Way Colgate WI 53017</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Rahl</u>	<u>Ryan</u>	<u>Jeffrey</u>	<u>311 Preserve Way Colgate WI 53017</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name The Florian Event Venue Business Phone Number 262-257-9181
2. Address of Premises N111W18611 Mequon Rd Post Office & Zip Code Germantown 53022

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

One main building with 3 separate bars, 1 locked walk in beer cooler, and 1
key locked liquor room. Beverages are sold at one of 3 bars and includes
an outside premise extension to include an attached deck, walking path to
grounds and pond on the South of building.

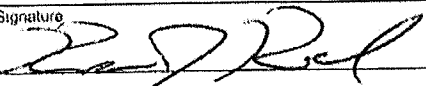
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Florian Park Inc

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 9/2/2013 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Rahl, Ryan J	Title/Member President	Date 5/5/2023
Signature 	Phone Number 262-327-0505	Email Address ryan.rahl@rahlandassociates.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AT-106 (R. 3-19)



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@revenue.wi.gov
website: revenue.wi.gov

Letter ID L0864327840

FLORIAN PARK INC
W6120 ROCK FALLS ROAD
EAU CLAIRE WI 54701

Wisconsin Department of Revenue Seller's Permit

Legal/real name: FLORIAN PARK INC

Business name:
N111W18611 MEQUEN ROAD
GERMANTOWN WI 53022

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1028180585-02

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN
(if required by ordinance)

County of WASHINGTON Aldermanic Dist. No. _____

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company: Address of Corporation / Limited Liability Company (if different from licensed premises)
GERMANTOWN AMERICAN LEGION POST 1020 WIS 932 FRIESTADT RD. PO. BOX 3214 TOWN
All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
HELMANN	JAMES	ALLEN	2584 Country Aire Dr De Pere WI 53012
All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company: 53012			
President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BONWELL	Kristi	B	1122 W 11283 Wrenwood Pass, Town WI 53022
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
YATEHAK	CHRISTINA	J	1116 W 15041 Brownsstone Ct, Town WI 53022
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SCHULTZ	DALE	J	3049 BARKLAKE RD THE BETHLE, WI 53023
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
HELMANN	JAMES	ALLEN	3584 Country Aire Dr De Pere WI 53022
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KELSER	AMY	S	1002 S 15TH AVE WEST BEND, WI 53095
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name: GERMANTOWN AMERICAN LEGION POST 1 Business Phone Number: 262-251-5470
2. Address of Premises: 1020 WIS 932 FRIESTADT RD Post Office & Zip Code: 6 Town, WI 53022 P.O. Box 3214
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must record all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

HALL, BAR, lounge, WALKIN CODER, STORAGE

Applicant's Wisconsin Seller's Permit Number	
59907	
FEIN Number	
396 677849	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 1.00
☐ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☒ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	N/A
☐ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ 2.0
TOTAL FEE	\$ 620

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☒ Yes ☒ No

President was changed to Kristina Powell
Secretary was changed to Dale Schuchert

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☐ Yes ☒ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☒ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) HEIMANUS JAMES A,	Title / Member FINANCE OFFICER	Date 5/9/23
Signature <i>James Heimann</i>	Phone Number 414-667-0007	Email Address brdg_151@yahoo.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company Address of Corporation / Limited Liability Company (if different from licensed premises)
Goldendale Legacy LLC aka The Broken Chandeliers W 204 N 11912 Goldendale Rd Germantown, WI 53022

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

8/29/86 Agent Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)
Schaefer Emily S 1510 Greentree Rd West Bend, WI 53090

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name The Broken Chandeliers Business Phone Number 262-685-7202
- Address of Premises W 204 N 11912 Goldendale Rd Post Office & Zip Code Germantown, WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) The basement, entire 1st floor, front porch, and horseshoe pits

Applicant's Wisconsin Seller's Permit Number 456-1030824637-04	
FEIN Number 87-349479	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 100
☐ Class B beer	\$ 100
☐ Class C wine	\$ 100
☐ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 500
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 500
Publication fee	\$ 20
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Schaefer, Emily S	Title / Member owner	Date 5/12/23
Signature	Phone Number 262-685-7282	Email Address nelimitem@hotmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

- | | |
|--------------------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1452245840

EMILY SCHAEFER
GOLDENDALE LEGACY LLC
1510 GREEN TREE RD
WEST BEND WI 53090-1722

Wisconsin Department of Revenue Seller's Permit

Legal/real name: GOLDENDALE LEGACY LLC
Business name: THE BROKEN CHANDELIER
W204N11912 GOLDENDALE RD
GERMANTOWN WI 53022-2322

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1030824637-04

We are here to serve you

Wisconsin Department of Revenue
PO Box 8902
Madison, WI 53708-8902

Ph: 608-266-2776

Fax: 608-264-6884

Email: dorbusinessstax@revenue.wi.gov

Web: www.revenue.wi.gov

Main office: 2135 Rimrock Rd., Madison

==



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1030824637-04

Legal/Real Name: GOLDENDALE LEGACY LLC

Signature _____

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } Germantown
☐ City of

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company Northridge Automotive Ent., Inc.	Address of Corporation / Limited Liability Company (if different from licensed premises) W157N11618 Fond Du Lac Ave. Germantown, WI 530
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All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name Iverson	(First) David	(Middle Name) Lawrence	Home Address (Street, City or Post Office, & Zip Code) N166W195232 Ravens Way Jackson, WI 53037
----------------------------	------------------	---------------------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name Iverson	(First) David	(Middle Name) Lawrence	Home Address (Street, City or Post Office, & Zip Code) N166W19523 Ravens Way Jackson, WI 53037
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name) M.	Home Address (Street, City or Post Office, & Zip Code) N166W19523 Ravens Way Jackson, WI 53037
Treasurer / Member Last Name Iverson	(First) David	(Middle Name) Lawrence	Home Address (Street, City or Post Office, & Zip Code) N166W19523 Ravens Way Jackson, WI 53037
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Ivey's at Main Business Phone Number 262-502-0484

2. Address of Premises W157N11618 Fond Du Lac Ave. Post Office & Zip Code Germantown, WI 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
2300 sq. ft. Restaurant & patio area

Applicant's Wisconsin Seller's Permit Number 456-0000302071-03	
FEIN Number 398-1345705	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) WILSON, David L.	Title / Member President / Owner	Date 5-8-23
Signature 	Phone Number 414-732-6032	Email Address dave55a570@ac.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

- | | |
|---------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: July 1 2022 ending: June 30 2023
(mm/dd/yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☐ City of Germania

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☒ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Cortes</u>	<u>Karla</u>	<u>M</u>	<u>761 S River Rd #8 Wb WI 53095</u>
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Ordonez</u>	<u>Celsa</u>	<u>A</u>	<u>2000 Sylvan way #8 Wb WI 53095</u>
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>Matteo's AC LLC</u>	<u>W156 N11058 Pilgrum Rd Germania WI 53022</u>

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Cortes</u>	<u>Karla</u>	<u>M</u>	<u>761 S River Rd #8 Wb WI 53095</u>

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Matteo's Business Phone Number 262-293-3015

2. Address of Premises W156 N11058 Pilgrum Rd Post Office & Zip Code Germania WI 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Bar Area, Dining Area, patio, office, Hall
Kitchen

Applicant's Wisconsin Seller's Permit Number <u>600103087 480003</u>	
FEIN Number <u>87-4681771</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer <u>160</u>	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor <u>500</u>	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
☒ Publication fee <u>20</u>	\$
TOTAL FEE	\$ <u>620</u>

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☐ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Celso Ordoñez	Title / Member General Manager	Date 05/11/22
Signature <i>[Signature]</i>	Phone Number 262-277-6753	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/11/22	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0308760400

MATTEO'S AC LLC
W156N11058 PILGRIM RD
GERMANTOWN WI 53022-4247

Wisconsin Department of Revenue Seller's Permit

Legal/real name: MATTEO'S AC LLC
Business name: MATTEO'S AC
W156N11058 PILGRIM RD
GERMANTOWN WI 53022-4247

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Sales & Use Tax

Account Type

Seller's Permit

Account Number

458-1030874800-04

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } GERMANTOWN
☐ City of

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
BARLEY POP BRENNHAUS	1101 N11629 CHURCH ST, GERMANTOWN

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-----------------	---------	---------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KANZENBACH	JODI		W4535 COUNTRY RD A FREDONIA, 53021
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KANZENBACH	CORY	DALE	W4535 COUNTRY RD A FREDONIA, 53021
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name BARLEY-POP PUB & RESTAURANT Business Phone Number 262-255-2086
- Address of Premises 1116 N1137 MAIN ST Post Office & Zip Code GERMANTOWN, 53021
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) FIRST FLOOR BASEMENT

STORAGE, OUTSIDE BEER GARDEN LOCATED ~~BEHIND~~ NORTH SIDE OF BUILDING TO BE OPENED AS LATE AS ALLOWED BY VILLAGE. DURING 4TH OF JULY PARADE, BEGINNING AT 11AM & OUTSIDE EXTENSION FROM EAST END OF BUILDING TO WEST ALL THE WAY TO SIDEWALK.

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	<u>27-0184273</u>
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☐ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	N/A
☐ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ 20
TOTAL FEE	\$ <u>600</u>

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contain Person's Name (Last, First, M.I.) KANZENBACH, Jodi J	Title / Member PRESIDENT	Date 5-11-23
Signature 	Phone Number 262-339-0403	Email Address cheffanisse@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

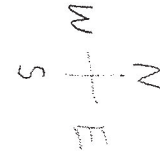
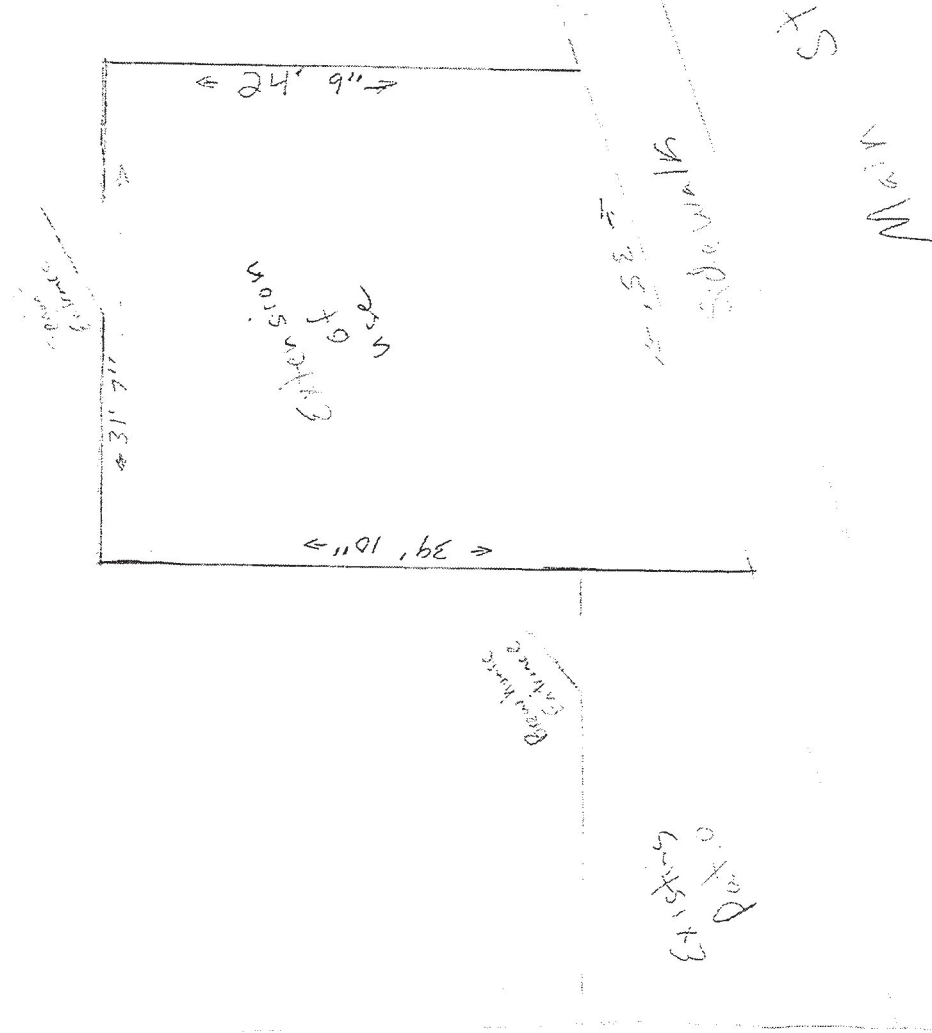
CONVICTIONS

- | | |
|---------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |

Barley Pop



Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)To the Governing Body of the: ☐ Town of }
☒ Village of } GERMANTOWN
☐ City of }County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization**Complete A or B. All must complete C.****A. Individual or Partnership:**

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
ROBIN L BIRD, LLC	W188N13367 MAPLE RD, RICHFIELD, WI 53076

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BIRD	ROBIN	L	W188N13367 MAPLE RD, RICHFIELD, WI 53076

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BIRD	ROBIN	L	W188N13367 MAPLE RD, RICHFIELD WI 53076
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BIRD	TERRI	M	W188N13367 MAPLE RD, RICHFIELD WI 53076
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name SPORTS CORNER BAR & GRILL Business Phone Number 262-677-1994
2. Address of Premises W187N12793 FOND DU LAC AVE Post Office & Zip Code GERMANTOWN WI 53022

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

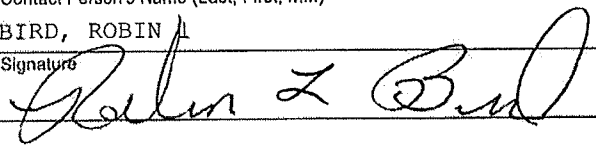
MAIN FLOOR, BASEMENT, VOLLEY BALL COURTS, SMOKING ROOM

4. Legal description (omit if street address is given above): _____

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ 100
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 500
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20
TOTAL FEE	\$ 620

5. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
6. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
7. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
8. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
9. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
10. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
11. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) BIRD, ROBIN A	Title / Member OWNER	Date 05/02/2023
Signature 	Phone Number 414-651-8573	Email Address sportscornergt@aol.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

*all 5/5/23
PAM*

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } GERMANTOWN
☐ City of

County of WASHINGTON Aldermanic Dist. No. (if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
STIX Golf Entertainment Bar, LLC	1014 N 112th Square Dr Germantown, WI 53022

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Hughes	Don	Shaferd	7001 W Springdale Ct. Mequon, WI 53092

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Hughes	Ryan	Christopher	1054 8th Ave Waukegan, WI 53024
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name STIX Golf Business Phone Number (262) 415-7513

2. Address of Premises 1014 N 112th Square Dr Post Office & Zip Code Germantown, WI 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Alcohol is sold at our Bar, Dining Area, Back Room
(Beer Garden) and stored in Storage Room, office, and
Kitchen.

Applicant's Wisconsin Seller's Permit Number	
456-1029637596-02	
FEIN Number	
82-2346310	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☒ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ 2.0
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

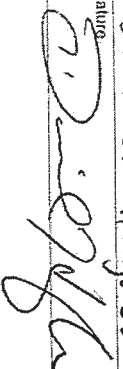
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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Contact Person's Name (Last, First, M.I.) Dan S. Hughes	Title / Member owner	Date 4/24/23
Signature 	Phone Number 262 305 5569	Email Address Shxgolfbar@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

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2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

- | | |
|---------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } GERMANTOWN
☐ City of

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

Applicant's Wisconsin Seller's Permit Number 456-1031191250-02	
FEIN Number 92-111559	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☒ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ 2.00
TOTAL FEE	\$ 1000

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company Address of Corporation / Limited Liability Company (if different from licensed premises)
TINY TS, LLC. 1517 111038 Fordville Ave. Germantown, WI 53022

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)
FRANK SHAWN P. 2310 Skuman Rd. Singer, WI 53084

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)	Brockman, W. William C. 1517 111038 Fordville Ave. Germantown, WI 53022
Vice President / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)	
Secretary / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)	
Treasurer / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)	
Directors / Managers Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)	
Directors / Managers Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)	

C. Business Information

1. Trade Name TINY TS, LLC. Business Phone Number 262-251-4994

2. Address of Premises 1517 111038 Fordville Ave. Post Office & Zip Code Germantown, WI 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar area and basement

is where alcohol beer is served. Backyard for summer fall outside games (bags corn holes), 4th of July celebration outside.

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ No

- b. Are charges for any offenses presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Frank, Shaun P.	Title / Member owner	Date 5/10/23
Signature Shaun Frank	Phone Number 202-617-8116	Email Address Shaun.Frank@gn.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

AT-115 (R. 5-19)

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

- | | |
|---------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } GERMANTOWN
☒ Village of }
☐ City of }

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Wolverine WI LLC	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Hastings	Charles	Brian	1116 W 158th Main Street 53022

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Hastings	Charles	Brian	1116 W 158th Main Street 53022
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name WI Big Boy Business Phone Number 414-334-9363
- Address of Premises 1116 W 158th Main Street Post Office & Zip Code 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Upstairs liquor room basement cooler 1st floor bar area

Applicant's Wisconsin Seller's Permit Number <u>486-102 991 7643-04</u>	
FEIN Number <u>84-4879734</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☐ Class B beer	\$ 1.00
☐ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ 2.00
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.**

☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? **If yes, explain fully on page 3.**

☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain**

☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain**

☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit?
 [phone (608) 266-2776]

☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?

☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?

☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees?
 (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

☒ Yes ☐ No

Property tax will be paid on time

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Charles Hestings	President	5/18/23
Signature	Phone Number	Email Address
Charles Hestings	414-334-9863	ch22@hestingswin.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of "Class C" Wine License for the period commencing July 1, 2023, and ending June 30, 2024:

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON Aldermanic Dist. No. (if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Latitude Cafe, LLC.	W156N9636 Pilgrim Rd, Germantown

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Levy	Shackar	D.	menomonee 15878 Bellevue Blvd Falls, WI 53001

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Levy	Shackar	D.	menomonee 15878 Bellevue Blvd Falls, WI 53001
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Levy	Amber	N.	menomonee 15878 Bellevue Blvd Falls, WI 53001
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

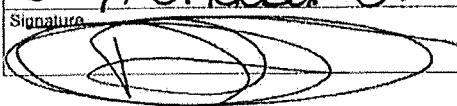
C. Business Information

- Trade Name Latitude Cafe, LLC Business Phone Number 262.345.5929
- Address of Premises W156N9636 Pilgrim Rd Post Office & Zip Code Germantown 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Building: Stand-alone coffeshop. Wine is stored & boxed in wine storage cabinet & a locked wine refrigerator in lobby area located behind counter.

Applicant's Wisconsin Seller's Permit Number 456 - 1029568341 - 02	
FEIN Number 83 - 4668004	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 100
☐ Class B beer	\$ 100
☒ Class C wine	\$ 100
☐ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$ 500
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 500
Publication fee	\$ 20
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Levy, Shocor D.	Title / Member President	Date 04.22.2023
Signature 	Phone Number 414.975.2571	Email Address Lathudecorellc@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS (NA)

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

April 21, 2023

Property Owner
W156N9636 Pilgrim Rd
Germantown, WI 53022

Village of Germantown,

I, KIM D. ARMSTRONG, approve Latitude Café to obtain a Class C license to retail sale of wine by the glass at the location located at W156N9636 Pilgrim Rd, Germantown, WI 53022 property owned by me and leased to Latitude Café.

If you have any questions and/or concerns, please call 414-708-6121.

Sincerely, 

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of } GERMANTOWN
☐ City of

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 1.00
☐ Class B beer	\$ 1.00
☒ Class C wine	\$ 1.00
☐ Class A liquor	\$ 5.00
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$ 5.00
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 5.00
Publication fee	\$ 2.00
TOTAL FEE	\$ 120.00

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
012 German Town LLC	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Sommer	Scott	William	W158N12696 Pleasant View Dr, Germantown WI 53022
All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:			
President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Sommer	Scott	William	W158N12696 Pleasant View Dr, Germantown WI 53022
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Sommer	George	Dave	W158N12696 Pleasant View Dr WI 53022
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name 012 German Town Business Phone Number 262-345-5921
- Address of Premises W158N12696 Pleasant View Dr Post Office & Zip Code Germantown 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Exterior interior of

012 German Town Cafe and Brewing area. Back and Storage area along the exterior of the South Side of the building

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ **NO**

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? **If yes, explain fully on page 3.** ☐ Yes ☒ **NO**

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ **NO**

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ **NO**

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ **NO**
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application, that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) <i>Somper, Susan M</i>	Title / Member <i>owner</i>	Date <i>5/15/23</i>
Signature <i>Susan M Somper</i>	Phone Number <i>914-322-5872</i>	Email Address <i>ssomper@orangebank.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

AT-115 (R 5-19)

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

- | | |
|---------------|--|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a Class "B" Fermented Malt Beverage License and "Class C" Wine License for the period commencing July 1, 2023, and ending June 30, 2024:

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of GERMANTOWN
☐ City of

County of WASHINGTON

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>Bramas Pizzeria LLC</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
---	--

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name <u>Wegner</u>	(First) <u>Carrie</u>	(Middle Name) <u>Lynn</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1116 W 12831 Elm Ln Germantown WI 53022</u>
----------------------------------	--------------------------	------------------------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name <u>Mattheis</u>	(First) <u>David</u>	(Middle Name) <u>Jay</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1116 W 12831 Elm Ln Germantown WI 53022</u>
Vice President / Member Last Name <u>Wegner</u>	(First) <u>Carrie</u>	(Middle Name) <u>Lynn</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1116 W 12831 Elm Ln Germantown WI 53022</u>
Secretary / Member Last Name <u>Tank</u>	(First) <u>Michael</u>	(Middle Name) <u>Edwin</u>	Home Address (Street, City or Post Office, & Zip Code) <u>9446 W. Elmore Ave. Milwaukee WI 53222</u>
Treasurer / Member Last Name <u>Tank</u>	(First) <u>Jeanne</u>	(Middle Name) <u>Ray</u>	Home Address (Street, City or Post Office, & Zip Code) <u>9446 W. Elmore Ave. Milwaukee WI 53222</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name Bramas Pizzeria Business Phone Number 262-735-4602
- Address of Premises 112 W 16700 Mequon Rd. Post Office & Zip Code Germantown, WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☐ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) All beverages with alcohol will be stored in the coolers and bar area which is located on the west wall. Any additional alcohol will be stored in the rear of the restaurant in the locked storage room/office.

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Wegner, Carrie Lynn	Title / Member Owner	Date 4/27/23
Signature Carrie L. Wegner	Phone Number 262-227-9615	Email Address bramaspizzeria@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____ WHERE CONVICTED _____
DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____ DATE _____

April 28, 2023

Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

To whom it may concern,

I approve Brama's Pizzeria to serve beer and wine at N112W16700 Mequon Road, #3, #4, & #5,
Germantown, WI 53022.

Sincerely,

A handwritten signature in black ink, appearing to read "Fritz Gierach". The signature is fluid and cursive, with the first name "Fritz" and last name "Gierach" clearly distinguishable.

Fritz Gierach
Property Owner



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6864
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1533534864

BRAMA'S PIZZERIA LLC
N112W16700 MEQUON RD
GERMANTOWN WI 53022-3292

Wisconsin Department of Revenue Seller's Permit

Legal/real name: BRAMA'S PIZZERIA LLC
Business name: BRAMA'S PIZZERIA
N112W16700 MEQUON RD
GERMANTOWN WI 53022-3292

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1030242559-02

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Winery License and Class "B" Fermented Malt Beverage License for the period commencing July 1, 2023, and ending June 30, 2024:

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of }
☒ Village of } Germantown
☐ City of }

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Apple Works Winery LLC	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Behnke	Kevin	H	W179 N12536 Fond Du Lac Ave

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name Apple Works Winery / Behnke Estates Business Phone Number 262-677-1000
- Address of Premises W179 N12536 Fond Du Lac Ave Post Office & Zip Code 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

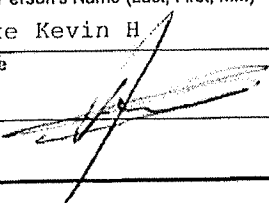
See attached 22/23 Germantown Licence and TTB License Description and Items #A, #B, #C

Building #2 has been added to CUP# 05-22

Applicant's Wisconsin Seller's Permit Number 456102205982904	
FEIN Number 90-0952587	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☐ Class B beer	\$ 100
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 500
Publication fee	\$ 2000
TOTAL FEE	\$ 620

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Behnke Kevin H.	Title / Member Manager	Date 05/10/2023
Signature 	Phone Number 262-677-1000	Email Address kevin@appleworkswinery

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

OK 2hr
25/4/2023

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Behnke		Kevin		H	
Home Address (street/route)		Post Office	City	State	Zip Code
W179 N12536 Fond Du Lac		Germantown	Germantown	WI	53022
Home Phone Number		Age	Date of Birth	Place of Birth	
262-677-0690		68	10/08/1954	Milwaukee	

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☐ Kevin H Behnke of Apple Works Winery

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 68
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Apple Works Winery, Germantown Wisconsin 53022 / Class B
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☒ Yes ☐ No
If yes, identify. Apple Works Winery LLC Germantown, Wisconsin
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Mechanical products	W179 N12536 Fond Du Lac	05/01/1980	
Employer's Name	Employer's Address	Employed From	To
Phoenix Products	n/a	01/10/1973	04/01/1980

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 (Signature of Named Individual)



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@revenue.wi.gov
website: revenue.wi.gov

Letter ID L0875296864

KEVIN BEHNKE
W179N12536 FOND DU LAC AVE
GERMANTOWN WI 53022-1823

Wisconsin Department of Revenue Seller's Permit

Legal/real name:	KEVIN BEHNKE
Business name:	APPLE WORKS WINERY LLC/BEHNKE ESTATES W179N12536 FOND DU LAC AVE GERMANTOWN WI 53022-1823

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1022059829-04

Village of Germantown
"CLASS B" WINERY LICENSE
CLASS "B" FERMENTED MALT BEVERAGE

License No:
22/23 - 1

Village of Germantown

Fee: **\$600.00**

State of Wisconsin

WHEREAS, the local governing body of the Village of Germantown, County of Washington, State of Wisconsin, has, upon application duly made, granted and authorized the issuance of a Winery License and Fermented Malt Beverage License to:

Apple Works Winery LLC

W179 N12536 Fond Du Lac Ave
Germantown, WI 53022

Kevin H. Behnke, Agent

to sell Wine, as defined by law, and pursuant to Chapter 125.32 & 125.53 of the Statutes of the State of Wisconsin and local ordinances;

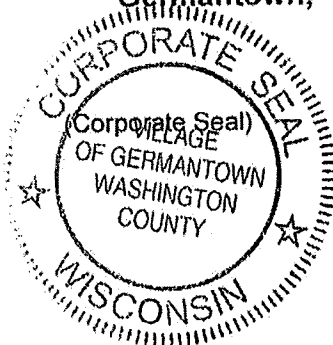
AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$500.00 for such "Class B" Winery License and \$100.00 for such Class "B" Beer License as provided by local ordinances, and has complied with all the requirements necessary for obtaining such license;
LICENSE IS HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Wine and Beer at the following described premises:

Licensed premise:

Apple Works Winery / Behnke Estates
W179 N12536 Fond Du Lac Ave
Germantown, WI 53022

Apple Works Winery / Behnke Estates
Outdoor Premises surrounding Building #1
Building #1: Winery store/Sales and Tasting Room
100' rear, 100' front, 50' right, 75' left including patio & tent.

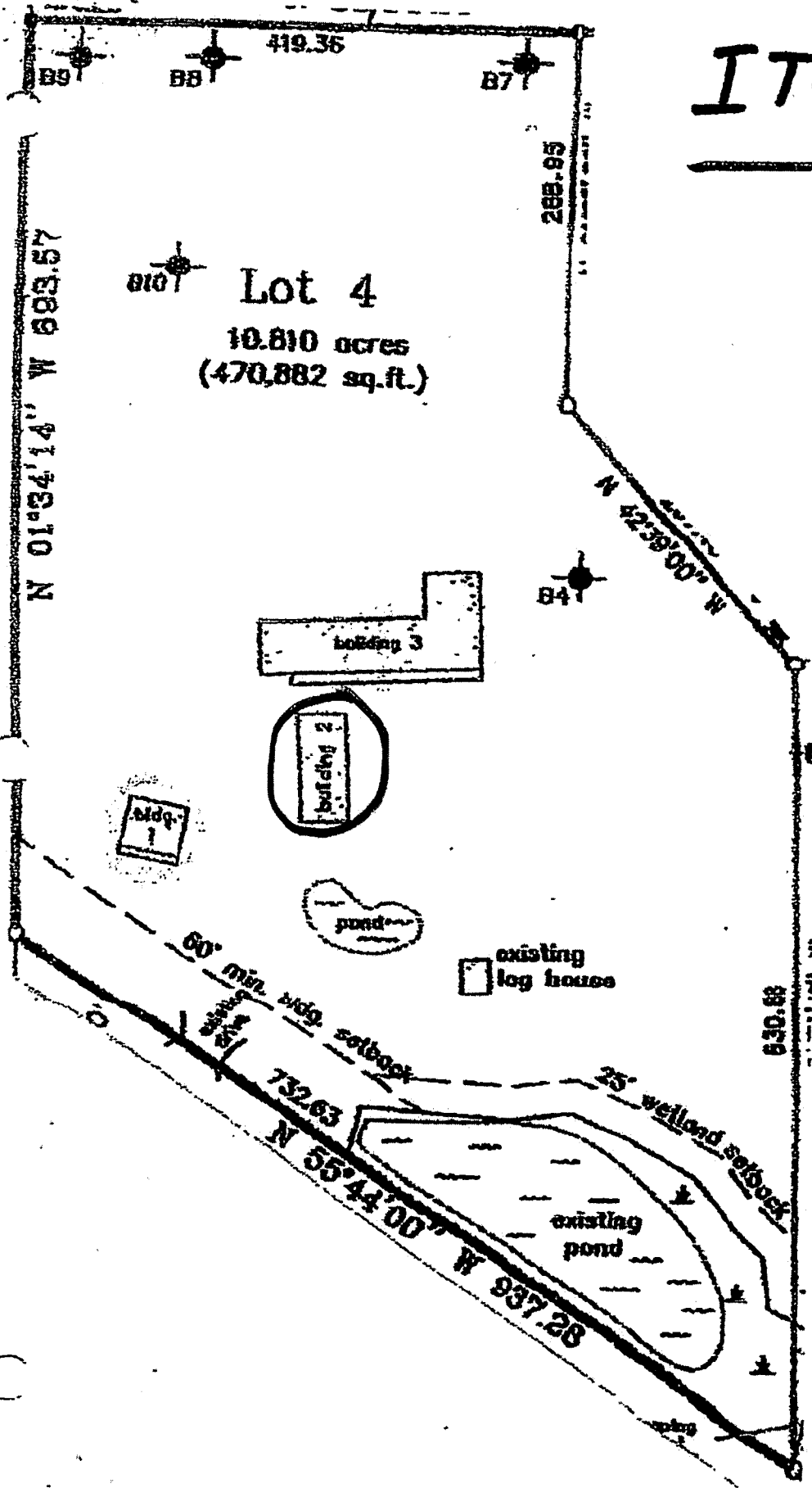
For the Period from 7/01/2022 to 6/30/2023.



Deanna Braunschweig
Deanna B. Braunschweig, Village Clerk

This License must be Framed and Posted in a Conspicuous Place in the room or place where Wine is drawn or removed for service or sale.

ITEM #A



Apple Works Winery LLC

Serial Number 1

Apple Works Winery LLC
W179 N12536 Fond Du Lac Ave
P.O. Box 454
Germantown, Wisconsin 53022

ITEM
#B

1. **Business Organization** — Apple Works Winery LLC, organized in the State of Wisconsin

Kevin H Behnke / Manager/Agent / 100% ownership
W179 N12536 Fond Du Lac Ave
Germantown, Wisconsin 53022

Documentation Included- Articles of Organization — Limited Liability Company
Conditional Use Permit — Germantown, Wisconsin

2. **Wine Premises**

All references to operation location to reference attached Survey Map — Item #A
Winery Store / Sales and Tasting Room are located in Building #1
It is a Walters Pole Type building with metal siding and roof
(4 Man Doors, 6 Windows, 1 OverHead Door)
Security is provided with locked doors and a Silent Security Alarm

Manufacturing and Storage are located in Building #3
This a multi propose building and the Winery Operating is located as follows
It is a Walters Pole Type building with metal siding and roof
Its located starting at 64ft 6in from the northwest side of the building stopping at 107ft
Wine Fermentation / Manufacturing and Botfling Area is 27ft 6in x 40ft 10in
(1 Man Door, 1 Window , 1 OverHead Door)
Wine Bonding / Storage and Ageing is 15ft 6in x 40ft
(1 OverHead Door)
There is no direct access to any other parts of the building without going outside of the
Winery Operation Areas to enter them
Security is provided with locked doors and a Silent Security Alarm
Main Property Drive Way Entrance is also protected by an Electric Gate, which is closed
during non business hours (Coded access only)

3. **Disclosure** — Not Applicable

4. **Trade Name** — Apple Works Winery LLC has been registered with the State of Wisconsin
Labeling Trade Names: Apple Works Winery, Behnke Estates

97 5 11 11 27 10Z

97 5 11 11 27 10Z

W179 N12536 Fond Du Lac Ave / P.O.Box 454
Germantown, Wisconsin 53022

Apple Works Winery LLC

ITEM
#13

5. Spirits Operation — None
6. Wine Bond has been secured through the Hartford Fire Insurance Company in the amount of \$1,000.00
\$2,000
7. Volatile Fruit-Flavor Concentrate Operation — None
8. Other Operation- These following property operations are not associated with the Winery Operations
Equipment storage, Vehicle storage, property owner's residence
Mechanical Products Corp / K Behnke LLC

Note: Please see attached Property Survey Item #A for property building locations

2014 MAR 14 AM 4:46
NATIONAL RESEARCH CENTER
GERMANTOWN, PA

W179 N12536 Fond Du Lac Ave / P.O.Box 454
Germantown, Wisconsin 53022

3/20/17

ITEM
#4

Building #1

Winery Store / Sales and Tasting Room

Outdoor Premises surrounding Building #1

Rear of Building: 100 FT

Right Side of Building: 50 FT

Left Side of Building: 75 FT

Front of Building: 100 FT

Patio to be set with in the Outdoor Premises boundaries

Event Tent to be Setup within Outdoor Premises boundaries

Building #3

Manufacturing and Storage

This is a multi propose building and Winery location is as follows

Starting 64 FT 6 IN from northwest side of the building and stopping at 107 FT

Wine Fermentation / Manufacturing and Bottling Area 27 FT 6 IN x 40 FT 10 IN

1 Man Door, 1 Window, 1 Overhead Door

Wine Bonding and Storage Area 15 FT 6 IN x 40 FT

1 OverHead Door

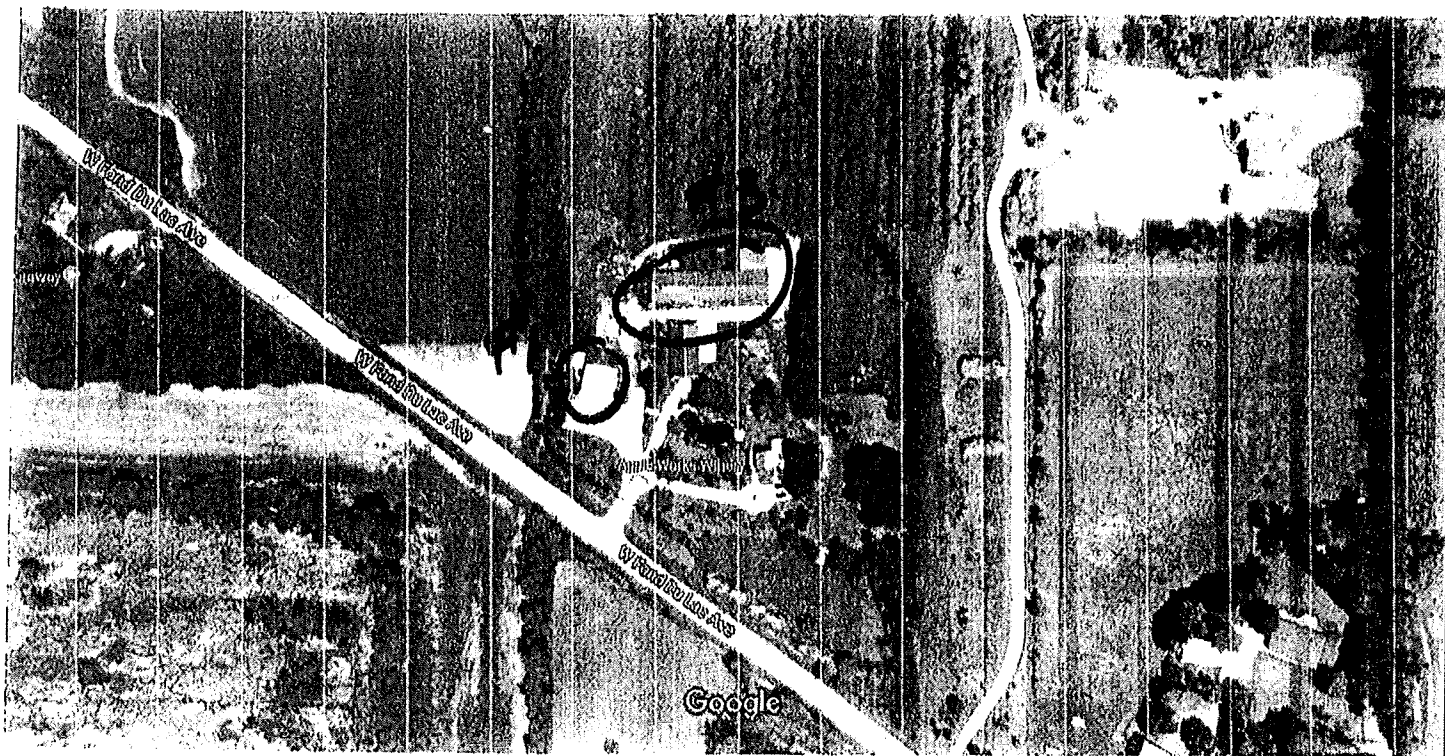
ADDED TO CLASS A BEER APPLICATION



3/28/2018

Google Maps

ITEM #C



Imagery ©2018 Google, Map data ©2018 Google 100 ft

<https://www.google.com/maps/@43.2463157,-88.1319313,329m/data=!3m1!1e3>

1/1

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class A" Fermented Malt Beverage, including cider, and Intoxicating Liquor License, for the period commencing July 1, 2023, and ending June 30, 2024.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

OAK #67

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } GERMANTOWN

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-	-	-	-
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-	-	-	-
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-	-	-	-

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
<u>ALDI, INC. (WISCONSIN)</u>	<u>9342 S. 13TH ST. OAK CREEK, WI 53154</u>

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>LOMIBAO</u>	<u>JESSICA</u>	<u>M</u>	<u>254 NICKS WAY, BELGIUM, WI 53004</u>

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>BEHM</u>	<u>DAVID</u>	<u>KARL</u>	<u>209 S FAIRFIELD AVENUE, ELMHURST, IL 60126</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-	-	-	-
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>RIEGGER</u>	<u>ERIC</u>		<u>430 NORTH ADAMS ST. HINSDALE, IL 60521</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>RIEGGER</u>	<u>ERIC</u>		<u>430 NORTH ADAMS ST. HINSDALE, IL 60521</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>LOMIBAO</u>	<u>JESSICA</u>	<u>M</u>	<u>254 NICKS WAY, BELGIUM, WI 53004</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
-	-	-	-

C. Business Information

- Trade Name ALDI #67 Business Phone Number 262-293-2042
- Address of Premises N96W188838 COUNTY LINE RD Post Office & Zip Code GERMANTOWN 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SINGLE STORY BRICK BUILDING. ALCOHOL BEVERAGES WILL BE SOLD ON THE SALES FLOOR AND STORED IN THE BACKROOM. ALCOHOL SALES RECORDS WILL BE KEPT IN THE OFFICE AT THE STORE.

Applicant's Wisconsin Seller's Permit Number 45600008901404	
FEIN Number 36-3498392	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 100
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20
TOTAL FEE	\$ 620

04K 67

5. Legal description (omit if street address is given on previous page): GROCERY STORE
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) ERIC RIEGGER	Title / Member SECRETARY/TREASURER	Date APR - 3 2023
Signature 	Phone Number 630-761-2400	Email Address CAVPASST@ALDI.US

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

- | | |
|--------------------------|---|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☒ MISDEMEANOR ☐ FELONY |
| 2. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |
| 3. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| CHARGE _____ | WHERE CONVICTED _____ |
| DATE _____ PENALTY _____ | ☐ MISDEMEANOR ☐ FELONY |

PENDING CHARGE

- | | |
|----------------------|-----------------------------------|
| 1. NAME _____ | STATUTE NO./LOCAL ORDINANCE _____ |
| PENDING CHARGE _____ | DATE _____ |



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@revenue.wi.gov
website: revenue.wi.gov

Letter ID L1322771872

ALDI INC. (WISCONSIN)
1200 N KIRK RD
BATAVIA IL 60510-1443

Wisconsin Department of Revenue Seller's Permit

Legal/real name: ALDI INC. (WISCONSIN)
Business name: ALDI STORE 67
N96W18838 COUNTY LINE RD
GERMANTOWN WI 53022-4554

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-0000089014-04

April 1

Sumitkumarusa@gmail.com
22/23-10-TEMP

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: April 18 2023 ending: July 1, 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of Colgate
☐ City of

County of Cremont Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☒ Individual ☐ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1031212664-02</u>	
FEIN Number <u>88-2455737</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>170</u>

150
20
170

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Sumit Chohan

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Chohan</u>	<u>Sumit</u>		<u>7250 S Ballpark Dr APT 117 Franklin, WI 531</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Colgate BL Business Phone Number 608-977-2766
2. Address of Premises N96 W21962 Country Lane Rd Post Office & Zip Code 53017

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

In the fridge

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? _____

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Chohan</u>		(first name) <u>Sumit</u>		(middle name)	
Home Address (street/route) <u>7250 S Ball Park Dr APT 117</u>		Post Office	City <u>Franklin</u>	State <u>WI</u>	Zip Code <u>53132</u>
Home Phone Number		Age <u>30</u>	Date of Birth	Place of Birth <u>Punjab, India</u>	

The above named individual provides the following information as a person:

☒ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ Manager of Colgate 1st Inc
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 15 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

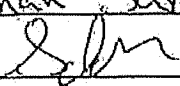
Employer's Name <u>Sumit Chohan</u>	Employer's Address <u>7250 S Ball Park Dr APT 117 Franklin, WI 53132</u>	Employed From <u>2011</u>	To <u>2021</u>
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

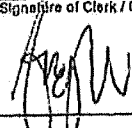
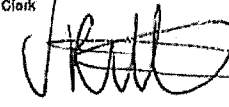

(Signature of Named Individual)

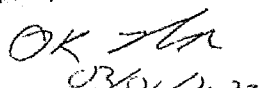
6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Chohan, Sumit	Title/Member President	Date 2/3/23
Signature 	Phone Number 608-977-2766	Email Address Sumitkumarusa@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3/1/23	Date reported to council / board	Date provisional license issued 2/27/23	Signature of Clerk / Deputy Clerk 
Date license granted	Date license issued	License number issued	

OK 

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07/01/2023 ending: 06/30/2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of
☒ Village of Germantown Village of
☐ City of

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Kwik Trip, Inc.	P.O. Box 2107, La Crosse, WI 54602

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Kuecker	Kimberly	Ann	320 N German St, Mayville, WI 53050

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Zietlow	Scott	Paul	1301 7 th St. SW, Rochester, MN 55902
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Wrobel	Jeffrey	James	3633 Bentwood Pl., La Crosse, WI 54601
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Zietlow	Scott	Paul	1301 7 th St. SW, Rochester, MN 55902
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name KWIK TRIP 631 Business Phone Number 262-253-1007

2. Address of Premises W188N10963 Maple Rd Post Office & Zip Code Germantown 53022

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

4. Premise description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) One-story frame construction with storage in coolers, on sales floor & behind sales counter.

Applicant's Wisconsin Seller's Permit Number 456-0000287614-03	
FEIN Number 39-1036365	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 100 ⁻
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 500 ⁻
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20 ⁻
TOTAL FEE	\$ 620 ⁻

5. Legal description (omit if street address is given on previous page): -----

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager, or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☒ Yes ☐ No

Officers change reported January 2023 - Scott P. Zietlow appointed to President

Agent change reported 6/2022

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments, or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Zietlow, Scott P.	Title / Member President	Date 3-1-2023
Signature Scott P. Zietlow	Phone Number 608-791-7385 (Legal Dept.)	Email Address LicensingDept@kwiktrip.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

\$100 -
MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number
456-0000287614-03

← This must be issued in the same Legal Name of the licensee below.

License Number
Period Covered
Date of Issuance

Legal Name (corporation, limited liability company, partnership, or sole proprietorship) Kwik Trip, Inc.			Federal Employer Identification No. (FEIN) 39-1036365	
Trade or Business Name (if different than Legal Name) KWIK TRIP 631			Telephone Number 608-791-7385	
Business Address (License Location) W188N10963 Maple Rd		Business Located In ☐ City ☐ Village ☐ Town of: Germantown Village of		Business Telephone 262-253-1007
Municipality Germantown	State WI	Zip Code 53022	County Washington	
Mailing Address (if different than Business Address) P.O. Box 2107		Municipality La Crosse		State WI Zip Code 54602-2107

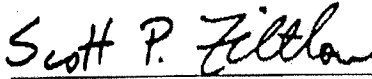
Organization (check one)

- ☐ Sole Proprietor ☒ Wisconsin Corporation – Enter date incorporated: 10/7/1964
☐ Partnership ☐ Out-of-State Corporation – Are you registered to do business in Wisconsin? ☐ Yes ☐ No
☐ Other (describe)

- ☒ Yes ☐ No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or sub jobbers, who hold a permit with the Wisconsin Department of Revenue?
- ☒ Yes ☐ No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/forms/ctp-129.pdf.)
- ☒ Yes ☐ No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- ☒ Yes ☐ No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- ☒ Yes ☐ No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- ☒ Yes ☐ No 6. Does the applicant understand that they may not sell single cigarettes?
- ☒ Yes ☐ No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- ☒ Yes ☐ No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold ☒ over counter ☐ through vending machine ☐ both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


Scott P. Zietlow (President)
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019:
Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.

CTP-200 (R 9-19)

Wisconsin Department of Revenue



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8946
MADISON, WI 53708-8946

Contact Information:

2135 RIMROCK RD PO BOX 8946
MADISON, WI 53708-8946
ph: 608-266-2776 fax: 608-264-6884
email: dorbusinessstax@revenue.wi.gov
website: revenue.wi.gov

Letter ID L0526652960

ATTN: DEANNA HAFNER
KWIK TRIP, INC.
PO BOX 2107
LA CROSSE WI 54602-2107

Wisconsin Department of Revenue Seller's Permit

Legal/real name: KWIK TRIP, INC.
Business name: KWIK TRIP 631
W188N10963 MAPLE RD
GERMANTOWN WI 53022-3844

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-0000287614-03

*Revised

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	THEODORE	THOMAS	5566 N DIVERSEY BLVD WHITEFISH BAY WI 53217
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	PATRICK	MICHAEL	382 LAKESHORE RD GRAFTON WI 53026
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	NICHOLAS	JOHN	9960 N RANGELINE RD MEQUON WI 53092

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
SENEIK'S GERMANTOWN LLC	7225 W MARICA RD MILWAUKEE WI 53223

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	THEODORE	THOMAS	5566 N DIVERSEY BLVD WHITEFISH BAY WI 53217

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	THEODORE	THOMAS	5566 DIVERSEY BLVD WHITEFISH BAY WI 53217
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	PATRICK	MICHAEL	382 LAKESHORE RD GRAFTON WI 53026
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	NICHOLAS	JOHN	9960 N RANGELINE RD MEQUON WI 53092
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name SENEIK'S FOOD MARKETS Business Phone Number 414-716-0000
- Address of Premises N112 W15800 MEQUON ROAD Post Office & Zip Code GERMANTOWN WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SOLE IN STORE, STORED IN SECURED AREA IN BACK. BROUGHT TO DESIGNATED PARKING STALLS FOR PICK UP.

Applicant's Wisconsin Seller's Permit Number 456102653711003	
FEIN Number 261465950	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 100
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20
TOTAL FEE	\$ 620

OK [Signature] 4/29/22

Deanna Braunschweig

From: Dave Ace <dave.ace@sendiks.com>
Sent: Friday, April 29, 2022 11:24 AM
To: Deanna Braunschweig
Subject: Sendik's license renewal
Attachments: Germantown page 1.pdf

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Thank you for your help.

Attached is a revised first page. Please let me know if you need anything additionally.

Thanks,
Dave

--

David Ace

Chief Financial Officer

phone: 414-716-5500

cell: 414-807-7238

Sendik's Food Markets | Top Workplace Since 2012

Your Trusted, Local Grocer Since 1926

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	THEODORE	THOMAS	5566 N DIVERSEY BLVD WHITEFISH BAY WI 53217
BALISTRERI	PATRICK	MICHAEL	382 LAKESHORE RD GRAFTON WI 53026
BALISTRERI	NICHOLAS	JOHN	9960 N RANGELINE RD MEQUON WI 53092

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
SENDIK'S GERMANTOWN LLC	7225 W MARICA RD MILWAUKEE WI 53223

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	THEODORE	THOMAS	5566 N DIVERSEY BLVD WHITEFISH BAY WI 53217

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALISTRERI	THEODORE	THOMAS	5566 DIVERSEY BLVD WHITEFISH BAY WI 53217
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALSITRERI	PATRICK	MICHAEL	382 LAKESHORE RD GRAFTON WI 53026
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BALSITRERI	NICHOLAS	JOHN	9960 N RANGELINE RD MEQUON WI 53092
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name SENDIK'S FOOD MARKETS Business Phone Number 414-716-5500
- Address of Premises N112 W15800 MEQUON ROAD Post Office & Zip Code GERMANTOWN WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SOLD IN STORE, STORED IN SECURED AREA IN BACK.

Applicant's Wisconsin Seller's Permit Number	
456102655711003	
FEIN Number	
261465950	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 100
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20
TOTAL FEE	\$ 620

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3.** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) <i>Balentine, Ted T</i>	Title / Member <i>Manager</i>	Date <i>4-11-22</i>
Signature <i>Ted T. Balentine</i>	Phone Number <i>414-716-5500</i>	Email Address <i>TED@608ADJLS.COM</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

OK *[Signature]* 4/29/22

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number
456-1026376016-13

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) SENDIK'S GERMANTOWN LLC			Federal Employer Identification No. (FEIN) 26-1465950	
Trade or Business Name (if different than Legal Name) SENDIK'S FOOD MARKETS			Telephone Number (414) 716-5500	
Business Address (License Location) N112 W 15800 MEQUON ROAD		Business Located In ☐ City ☒ Village ☐ Town		Business Telephone (262) 250-9525
Municipality GERMANTOWN	State WI	Zip Code 53022	County WASHINGTON	
Mailing Address (if different than Business Address) 7225 W MARCIA ROAD			Municipality MILWAUKEE	State WI
			Zip Code 53223	

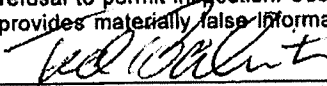
Organization (check one)

- ☐ Sole Proprietor ☐ Wisconsin Corporation – Enter date incorporated: _____
- ☐ Partnership ☐ Out-of-State Corporation – Are you registered to do business in Wisconsin? ☐ Yes ☐ No
- ☒ Other (describe) LLC

- ☒ Yes ☐ No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
- ☒ Yes ☐ No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/dor/forms/ctp-129.pdf.)
- ☒ Yes ☐ No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- ☒ Yes ☐ No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- ☒ Yes ☐ No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- ☒ Yes ☐ No 6. Does the applicant understand that they may not sell single cigarettes?
- ☒ Yes ☐ No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- ☒ Yes ☐ No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold ☒ over counter ☐ through vending machine ☐ both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.

b/c  4/29/22

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of Germantown

County of Washington Aldermanic Dist. No. N/A
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Ultra Mart Foods, LLC	Business License PO Box 305103, Nashville, TN 37230

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name First Middle Name Home Address (Street, City or Post Office, & Zip Code)
Miller Kashi L 9111 W Forest Home Ave Hales Corners WI 53130

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Wheatley	Christine	S.	225 Lafayette Circle, Cincinnati, OH 45220
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Fedder	Ann	M.	3285 Dartmouth Dr., Brookfield, WI 53005
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Roberts	Dorothy	D.	4640 Whispering Oak Trail, Cincinnati, OH
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Fike	Carin	L.	7500 Brill Road, Cincinnati, OH 45243
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Bradley	Joseph	W.	1165 Abbott Road, Batavia, OH 45103
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Please See Attached Officer List			

C. Business Information

- Trade Name Pick N Save #357 Business Phone Number 262-253-0841
- Address of Premises N112 W16200 Mequon Rd. Post Office & Zip Code Germantown, WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
One story grocery & liquor including exterior parking stalls specifically designated for the online merchandise order & pickup service & pathway utilized to access the parking stalls. Alcohol is sold & displayed throughout store. Liquor stage in NW corner. Records on site.

Applicant's Wisconsin Seller's Permit Number	
456-0002831081-06	
FEIN Number	
39-6043054	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ 100.00
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ 500.00
☐ Class A liquor (older only)	N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 20.00
TOTAL FEE	\$ 620.00

Officers

Name	Title	Home Address	Home Phone	DOB	DL	% of Ownership
Christine Strick Wheatley	President & Secretary	225 Lafayette Circle, Cincinnati, OH 45220	513-475-0861	2/27/1971	RG288722 OHIO	0.00%
Carin Fike	Vice President & Treasurer	7500 Brill Rd, Cincinnati, OH 45243	513-494-2021	5/2/1968	RM394075 OHIO	0.00%
Ann M Pedder	Vice President	3285 Dartmouth Dr, Brookfield, WI 53005	708-227-4390	5/22/1980	F36G-0538-0682-07 Wisconsin	0.00%
Dorothy Danberry Roberts	Ast. Secretary	4640 Whispering Oak Trail, Cincinnati, OH 45247	513-658-9597	6/21/1964	RK266531 OHIO	0.00%
Joseph William Bradley	Ast. Treasurer	1165 Abbott Rd., Batavia, OH 45103	513-943-4750	11/1/1961	RW309656 OHIO	0.00%
Philip Byron Nelson	Vice President	1957 Stonewater Dr, Hermitage, TN 37076	540-977-6357	9/23/1964	090411225 Tennessee	0.00%

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete page 3. ☐ Yes ☒ No

- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? If yes, explain fully on page 3. ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Ann Fedder	Title / Member Vice President	Date 4/25/2023
Signature Ann Fedder Ragsdale	Phone Number 615-232-9557	Email Address business.license@kroger.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

38519822
US
5-5**Renewal Alcohol Beverage License Application**

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(month day year) (month day year)To the Governing Body of the: ☐ Town of
☒ Village of } GERMANTOWN
City of }County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☐ Individual ☐ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Walgreen Co	PO Box 901 Berthel, ND 58505

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name

(First)

(Middle Name)

Home Address (Street, City or Post Office, & Zip Code)

Store is in the process of getting a new manager (agent)

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name Walgreens #05427 Business Phone Number 262-253-9720
- Address of Premises Wisconsin 1261 Plymouth Rd Post Office & Zip Code 53022-3420
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Retail drug store with sundries in a one-story building on 13,900 sq ft

AT-115 (R 5-19)

Wisconsin Department of Revenue

Page 245 of 324

5. Legal description (omit if street address is given on previous page):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete page 3.

☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? If yes, explain fully on page 3.

☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain.

☒ Yes ☐ No

Change in corporate officers

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain.

☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit?
[phone (608) 266-2776]

☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?

☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?

☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees?
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
<i>Giallotta, Nancy</i>	<i>SA license Specialist</i>	
Signature	Phone Number	Email Address
<i>Brian Brown</i>	<i>847-527-2119</i>	

Vice President

taxlicense@renewals@coalyreals.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

AT-115 (R 5-19)

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) AND AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____ CHARGE _____ DATE _____ 2. NAME _____ CHARGE _____ DATE _____ 3. NAME _____ CHARGE _____ DATE _____	PENALTY _____ _____ _____ PENALTY _____ _____ _____ PENALTY _____ _____ _____	STATUTE NO./LOCAL ORDINANCE _____ WHERE CONVICTED _____ _____ STATUTE NO./LOCAL ORDINANCE _____ WHERE CONVICTED _____ _____ STATUTE NO./LOCAL ORDINANCE _____ WHERE CONVICTED _____ _____ STATUTE NO./LOCAL ORDINANCE _____ WHERE CONVICTED _____ _____
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☐ MISDEMEANOR ☐ FELONY

☐ MISDEMEANOR ☐ FELONY

☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE
 1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
 PENDING CHARGE _____ DATE _____

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of ☐ City of } GERMANTOWN

County of WASHINGTON

Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
NASEEM	NAHEED		1114 W 15779 SYLVAN AVE #5
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	GERMANTOWN, WI 53022
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	/

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company Address of Corporation / Limited Liability Company (if different from licensed premises)

04/10/22 NASEEM ABBAS 1114 W 15779 SYLVAN AVE #5 GERMANTOWN, WI 53022

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	/

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
NASEEM	NAHEED		1114 W 15779 SYLVAN AVE #5 GERMANTOWN, WI 53022
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	/
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	/
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	/
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	/
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
/	/	/	/

C. Business Information

- Trade Name WILLOW CREEK B&B Business Phone Number 262-255-9506
- Address of Premises W201N 10451 APPLETON AVE Post Office & Zip Code GERMANTOWN, WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

SALES AREA & BACK OFFICE STORE IN BUILDING
W201N 10451 APPLETON AVE GERMANTOWN, WI 53022

Applicant's Wisconsin Seller's Permit Number	
456-1028986092-02	
FEIN Number	
47-3973338	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$ 100
☐ Class B beer	\$ 100
☐ Class C wine	\$ 100
☒ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$ 500
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$ 500
☒ Publication fee	\$ 20
TOTAL FEE	\$

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

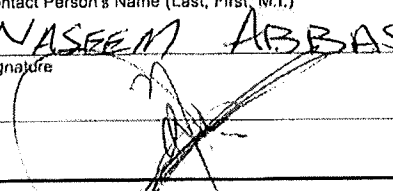
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☒ Yes ☐ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) NASEEM ABBAS	Title / Member MANAGER	Date 05/15/23
Signature 	Phone Number 414-708-1033	Email Address NASEEM.ABBAS@YKCB

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME _____	STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____	WHERE CONVICTED _____
DATE _____	PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____	STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____	WHERE CONVICTED _____
DATE _____	PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____	STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____	WHERE CONVICTED _____
DATE _____	PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____	STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____	DATE _____

8100

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number
456-1028986092-02

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) <u>NSM ENTERPRISES LLC</u>		Federal Employer Identification No. (FEIN) <u>47-3973338</u>	
Trade or Business Name (if different than Legal Name) <u>WILLOW CREEK BP.</u>		Telephone Number <u>(262) 255-9506</u>	
Business Address (License Location) <u>W201N10451 APPORTION AVE</u>		Business Telephone <u>(414) 7081033</u>	
Municipality <u>GERMANTOWN</u>	State <u>WI</u>	Zip Code <u>53032</u>	County <u>WASHINGTON</u>
Mailing Address (if different than Business Address) <u>SAME AS ABOVE</u>		Municipality <u>GERMANTOWN</u>	
		State <u>WI</u>	Zip Code <u>53032</u>

Organization (check one)

- ☒ Sole Proprietor ☐ Wisconsin Corporation – Enter date incorporated: _____
☐ Partnership ☐ Out-of-State Corporation – Are you registered to do business in Wisconsin? ☒ Yes ☐ No
☐ Other (describe) _____

- ☒ Yes ☐ No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
- ☒ Yes ☐ No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/dor/forms/ctp-129.pdf.)
- ☒ Yes ☐ No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- ☒ Yes ☐ No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- ☒ Yes ☐ No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- ☒ Yes ☐ No 6. Does the applicant understand that they may not sell single cigarettes?
- ☒ Yes ☐ No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- ☐ Yes ☐ No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold ☒ over counter ☐ through vending machine ☐ both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of GERMANTOWN
☐ City of

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☐ Limited Liability Company
☒ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
WAL-MART STORES EAST, LP	702 SW 8TH ST, LICENSING DEPT. 8916, BENTONVILLE, AR 72716-0500

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
HUNT	ALEXEY	HAROLD	202 ROYAL COURT, APT. #2, APPLETON, WI 54915

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SEE ATTACHED LIST			
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name WALMART #1515 Business Phone Number 262-255-1285
- Address of Premises W190 N9855 APPLETON AVENUE Post Office & Zip Code GERMANTOWN, WI 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1 room, 1 story, approximately
103,075 sq. ft. of which 1,465 sq. ft. located in the tenant area at the front of the store is for the
display and storage of alcohol beverages; product is also displayed throughout the premises; sold at
in-store registers and stalls in parking lot specifically designated for online grocery pickup.
registers and stalls in parking lot specifically designated for online grocery pickup.

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Sarah Little	Title / Member Assistant Secretary	Date 3/14/2023
Signature 	Phone Number (479) 544-7713	Email Address sarah.little@walmart.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a Class "A" Fermented Malt Beverage, including cider for the period commencing July 1, 2023, and ending June 30, 2024

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } GERMANTOWN
☒ Village of }
☐ City of }

County of WASHINGTON Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ <u>100.00</u>
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20</u>
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
FLEET FARM GROUP LLC

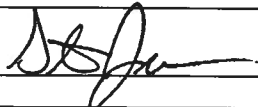
An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SCHAEFER	JOHN	V	7924 S ALVA RD HARSHAW WI 54529
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
JENSEN	STEVE	R	421 PETERLYNN DR WRIGHTSTOWN WI 54180
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
STOCKFISCH	SHAWN	M	N173W20425 CRESTVIEW DR JACKSON WI 53037
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

- Trade Name FLEET FARM Business Phone Number 262-255-1420
- Address of Premises N96W18200 COUNTY LINE RDN96W18 Post Office & Zip Code 53022
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
BEER WILL BE SOLD ON PALLETS AND/OR NEARBY SHELVES, THE BEER WILL BE
STORED IN THE BACK ROOM
- Legal description (omit if street address is given above): _____
- (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state DELAWARE and date 2016 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☒ Yes ☐ No
PLEASE SEE ATTACHED
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☒ Yes ☐ No
PLEASE SEE ATTACHED
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) JENSEN, STEVE, R	Title/Member SVP CHIEF MERCH MARK	Date 4-25-02
Signature 	Phone Number 920-731-8121	Email Address licenses@fleetfarm.c

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Speedway, LLC, Richard Eastham, Agent, 8290 W Orchard, West Allis, d/b/a **Speedway 4465**, W178 N9653 Riversbend Lane, Store, walk in cooler, sales area, storage / furnace room.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Speedway 4495

RECOMMENDATION:

ACTION BY Committee:

4495

#881013

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of }
☒ Village of } Germantown
☐ City of }

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Speedway LLC	PO Box 139044 Dallas, TX 75313

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Hardy-Reith	Dawn		N75 W22256 Cherry Hill Rd, Sussex, WI 53089

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
(Asst Secy) Duncan	Kimberly	K	2728 Hood St #808 Dallas TX 75219
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			

C. Business Information

- Trade Name Speedway #4495 Business Phone Number 262-502-0428
- Address of Premises w164n11233 Squire Dr Post Office & Zip Code Germantown 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Main Sales floor, Cooler,
Utility / Storage Room

Applicant's Wisconsin Seller's Permit Number 456-0000048548-03	
FEIN Number 31-1551430	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ <u>100</u>
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>220.00</u>

Corporate 100

101325201 4-11

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Kimberly K. Duncan	Title / Member Assistant Secretary	Date 4-11-2023
Signature <i>Kimberly K. Duncan</i>	Phone Number 972-828-7127	Email Address Electronicrenewals@7-11.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

*OK 3/12
04/11/23*

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Duncan		Kimberly		Karen	
Home Address (street/route)		Post Office		City	State Zip Code
2728 Hood St #808				Dallas	TX 75219
Home Phone Number		Age	Date of Birth		Place of Birth
972-828-7809		58	04/11/1964		Ft Collins, CO

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
☐ A member of a **partnership** which is making application for an alcohol beverage license.
☒ **Assistant Secretary** of **Speedway LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? n/a
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Speedway LLC stores in WI
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
7-Eleven, Inc.	3200 Hackberry Rd Irving TX	07/01/2021	
Employer's Name	Employer's Address	Employed From	To
Speedway LLC	500 Speedway Dr Enon OH	10/01/2018	06/30/2021

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

AT-103 (R. 7-18) *OK*
04/21/2023

Wisconsin Department of Revenue



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

State of Wisconsin • DEPARTMENT OF REVENUE

REGISTRATION UNIT
2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902
PHONE: 608-266-2776 FAX 608-261-6248
EMAIL sa es10@revenue.wi.gov WEBSITE www.revenue.wi.gov

SPEEDWAY LLC
539 S MAIN ST
FINDLAY OH 45840-3229

Letter ID: L1586975424
Batch Index: 683321856-55

Wisconsin Department of Revenue

Seller's Permit

LEGAL/REAL NAME: SPEEDWAY LLC
BUSINESS NAME: SPEEDWAY 4495
W164N11233 SQUIRE DR
GERMANTOWN WI 53022-6015

The seller whose name appears above is authorized to engage in the business of selling tangible personal property and taxable services at the location shown. This permit is not transferable and is not valid at any other location. This permit must be conspicuously displayed at the place of business for which issued. Return this permit to the Department if you discontinue sales of taxable property and services at this location.

If your business is not operated from a fixed location, such as craft shows, flea markets, etc., this permit should be displayed or carried with you to the various events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-0000048548-03

4495

#881013

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07 01 2023 ending: 06 30 2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of }
☒ Village of } Germantown
☐ City of }

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
Speedway LLC	PO Box 139044 Dallas, TX 75313

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Hardy-Reith	Dawn		N75 W22256 Cherry Hill Rd, Sussex, WI 53089

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
(Asst Secy) Duncan	Kimberly	K	2728 Hood St #808 Dallas TX 75219
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
n/a			

C. Business Information

- Trade Name Speedway #4495 Business Phone Number 262-502-0428
- Address of Premises w164n11233 Squire Dr Post Office & Zip Code Germantown 53022
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Main Sales floor, Cooler,
Utility / Storage Room

Applicant's Wisconsin Seller's Permit Number 456-0000048548-03	
FEIN Number 31-1551430	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ <u>100</u>
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>220.00</u>

Corporate 100

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No

b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) Kimberly K. Duncan	Title / Member Assistant Secretary	Date 4-11-2023
Signature <i>Kimberly K. Duncan</i>	Phone Number 972-828-7127	Email Address Electronicrenewals@7-11.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

*OK 3/12
04/11/23*

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Duncan		Kimberly		Karen	
Home Address (street/route)		Post Office		City	State Zip Code
2728 Hood St #808				Dallas	TX 75219
Home Phone Number		Age	Date of Birth		Place of Birth
972-828-7809		58	04/11/1964		Ft Collins, CO

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ **Assistant Secretary** of **Speedway LLC**

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? n/a
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Speedway LLC stores in WI
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
7-Eleven, Inc.	3200 Hackberry Rd Irving TX	07/01/2021	
Employer's Name	Employer's Address	Employed From	To
Speedway LLC	500 Speedway Dr Enon OH	10/01/2018	06/30/2021

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Kimberly K. Duncan
(Signature of Named Individual)

AT-103 (R. 7-18) OK 2/6/2023

Wisconsin Department of Revenue



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

State of Wisconsin • DEPARTMENT OF REVENUE

REGISTRATION UNIT
2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902
PHONE: 608-266-2776 FAX 608-261-6248
EMAIL sa.es10@revenue.wi.gov WEBSITE www.revenue.wi.gov

SPEEDWAY LLC
539 S MAIN ST
FINDLAY OH 45840-3229

Letter ID: L1586975424
Batch Index: 683321856-55

Wisconsin Department of Revenue

Seller's Permit

LEGAL/REAL NAME: SPEEDWAY LLC
BUSINESS NAME: SPEEDWAY 4495
W164N11233 SQUIRE DR
GERMANTOWN WI 53022-6015

The seller whose name appears above is authorized to engage in the business of selling tangible personal property and taxable services at the location shown. This permit is not transferable and is not valid at any other location. This permit must be conspicuously displayed at the place of business for which issued. Return this permit to the Department if you discontinue sales of taxable property and services at this location.

If your business is not operated from a fixed location, such as craft shows, flea markets, etc., this permit should be displayed or carried with you to the various events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-0000048548-03

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Intergovernmental Agreement with the Germantown School District
Regarding the School Resource Officer Program

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. SRO IGA 2023-2025

RECOMMENDATION:

ACTION BY Committee:

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VLLAGE OF GERMANTOWN
AND GERMANTOWN SCHOOL DISTRICT
REGARDNG SCHOOL RESOURCE OFFICER

WHEREAS, units of local government are authorized to enter into cooperative intergovernmental agreements for the mutual benefit of their citizens pursuant to Section 66.0301, Wisconsin Statutes; and

WHEREAS, the Village of Germantown (Village) and Germantown School District (District) recognize the value of intergovernmental cooperation and efficient use of valuable community resources and have thus determined that a School Resource Officer will greatly assist in developing and fostering a positive relationship and rapport between youth and law enforcement, give students an opportunity to get acquainted with an Officer in an informal, nonauthoritarian setting, and educate on the role of law enforcement in society; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby enter into the following Agreement, setting forth the terms, conditions and the relationship of the parties with respect to the creation and implementation of the School Resource Officer ("SRO").

1. PURPOSE. The purpose of this Intergovernmental Agreement is to set forth certain agreements and guiding principles for the implementation of the SRO position for the mutual benefit of the Village and the District, consistent with the mission statement for the SRO, and to provide governance and management of said SRO.

2. MISSION OF THE SCHOOL RESOURCE OFFICER. The mission of the SRO is to help youth and adults of the Germantown community to view the police department as a "helping agency" with the responsibility to educate, protect and serve all citizens. The SRO will also focus on prevention of crime and prevention of school code violations in and around the Germantown School District.

3. AUTHORITY OF SCHOOL RESOURCE OFFICER. The SRO is authorized to investigate, report and follow up, as necessary, all complaints that occur on the grounds of Germantown Schools that lie within the boundaries of the Village. At the discretion of the SRO, specialized investigations (child abuse, child neglect, sexual assault, etc.) may be referred to the Youth Aid Officer for further investigation and follow-up.

4. APPOINTMENT. The selection and continued assignment or reassignment of the SRO shall be at the sole discretion of the Village Chief of Police. However, the District Administrator may request reassignment of the SRO when necessary for the good of and/or the

orderly operation of the schools of the District, which request shall not be unreasonably denied by the Village Chief of Police.

5. **COMMAND STRUCTURE.** The Village will supply two full-time equivalent sworn, certified officers to act as a SRO while supporting all students and locations within the school district boundaries. The SRO will remain at all times employees of the Village of Germantown Police Department and will report directly to the Support Services Lieutenant. In the absence of the Support Services Lieutenant, the SRO will report to the on-duty shift commander. The District Administrator may provide evaluative information regarding the performance of the SRO, and the Village Chief of Police shall consider such information when making assignment or reassignment decisions.

6. **TERM OF AGREEMENT.** This agreement shall become effective on the 1st of July 2023 and shall stay in affect for a 2-year period terminating on the 30th of June 2025. Either party can terminate or request an amendment the agreement with the thirty (30) day written notice to the other party.

7. **COST SHARNG.** The parties shall jointly assume the cost of 2 full time equivalent SRO positions, with the Village paying fifty percent (50%) and the District paying fifty percent (50%) of the aggregate costs for the salary and all benefits for the SRO positions. Each party will be responsible for their respective overtime hours. The Village shall administer and provide all benefits to which the SROs are entitled under collective bargaining agreements, and the Village's employment policies and practices. The Village shall invoice the District at monthly intervals with a breakdown of wages, benefits, and overtime (used by the district). All invoices shall be due and payable within sixty (60) days after receipt. The Village agrees to indemnify, defend and hold the District harmless from any claims of any kind made by (i) a SRO in connection with his/her assignment or reassignment as a SRO; (ii) a SRO in connection with his/her discipline or termination by the Village; or (iii) any applicant for the position of SRO.

8. **ASSIGNMENT.** This agreement is not assignable.

9. **GOVERNING LAW.** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

10. **AMENDMENT; WAIVER.** No modification, amendment, waiver or release of any provisions of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by all parties involved. The parties hereto agree and understand that from time to time changes to this document may be necessary due to the evolving nature and development of the team. As such, any modification to this agreement shall be in the form of an addendum, signed by all parties and subsequently attached hereto after execution.

11. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon any of the parties hereto. This Agreement supersedes all other agreements relating to this subject involving the parties hereto.

12. BINDING EFFECT. This Agreement when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

13. AUTHORITY. Each party hereto represents and warrants that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

Dated this 20 day of March, 2023

VILLAGE OF GERMANTOWN

Village President

ATTEST:

Village Clerk

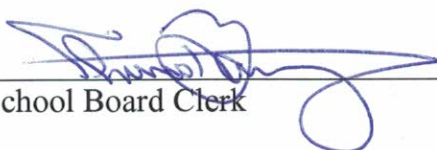
Approved as a Form:

Village Attorney

GERMANTOWN SCHOOL DISTRICT



Superintendent



School Board Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Resolution

ITEM TITLE: Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane.

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

The property owners are requesting an amendment to the Harvest Hills subdivision plat to revise the access restriction prohibiting access to Elm Lane and to allow a new residential driveway for Lot 1 to Elm Lane located in the Harvest Hills Subdivision. The owners cite a number of reasons they feel justify their request, including:

1. A driveway on Harvest Ridge would be closer to the intersection;
2. Visibility on Elm Lane is different for westbound traffic on Elm Lane;
3. Common practice to install a driveway on the “high side” of a lot for grading purposes;
4. A driveway on Elm Lane would be “flatter” with a 2.9% slope vs. on Harvest Ridge with a 9.7% slope;
5. Harvest Hills Subdivision HOA deed restrictions require garages to be located on the side of the lot with the highest elevation and in compliance with the master grading plan.

The Subdivision Code contains general standards for subdivision design that require residential lots to access internal or “local” subdivision roads when possible and avoid direct access to “collector” and “arterial” roads that serve a higher function (i.e. “through traffic” vs. local access traffic). Although Elm Lane does not currently extend west and connect Wasaukee Road to Country Aire Drive, that possibility still exists. If Elm Lane is eventually extended and the connection completed from Country Aire to Wasaukee Road, Elm Lane would likely be considered the “collector” road and Harvest Ridge a “local” access road. For these reasons, direct access to Elm Lane is prohibited from lots in the Harvest Hills subdivision. That was a decision made by the Village before the developer prepared its HOA restrictions and before and without regard to what a future lot owner might prefer.

In staff's opinion, the owners justifications are not necessarily critical or disqualifying with respect to a driveway on Harvest Ridge, particularly if one assumes that the owner of a lot should first consider the “lay of the land” and any access or other restrictions before choosing a lot and designing their house plan (and not the other way around). The amount of visibility distance and time to see a driveway on Elm Lane for westbound traffic would certainly be greater than a driveway on Harvest Ridge. Similarly, a driveway on Harvest Ridge would have greater visibility and distance to see and react

to southbound traffic on Harvest Ridge... this argument is truly one of those “six of one, half dozen of the other” arguments. Similarly, a driveway on Elm Lane appears to have a “flatter” less steep slope (2.9%), but the apparent driveway slope for a driveway on Harvest Ridge (9.7%) is within an acceptable range for a safe driveway (typically maximum not to exceed 12-15%). The justification given simply supports what the owners want vs. proving that the access restriction creates a less safe situation.

With that said, the Public Works Director, Larry Ratayczak, supports the request:

“Looking at the requirement from a traffic safety viewpoint and the location of the proposed driveway at the eastern side of the parcel, I felt the driveway on Elm Lane poses less risk to traffic than a driveway on Harvest Ridge. I feel this way because the intersection of Harvest Ridge and Elm Lane is not a “T” intersection... but a long radius curve where drivers [are not required] to make the turn. Thus, the driveway on Elm Lane has a better vision of vehicles traveling through the intersection. Also, if a driveway is installed on Harvest Ridge opposite...the driveway... for Lot #37 [on the west side of Harvest Ridge]...that would be very dangerous”.

ATTACHMENT:

1. RESOLUTION 09-2023-Evans-Access Restriction Release-6-19-23-FINAL
2. Evans Plat Amendment PC 6-12-23
3. Draft PC Minutes 6-12-23 Evans

RECOMMENDATION:

Plan Commission recommendation: **APPROVE** the request to revise the Elm Lane access restriction on the Harvest Hills subdivision plat that prohibits driveway access to Elm Lane and to allow a new residential driveway to Elm Lane from Lot 1 in the Harvest Hills Subdivision subject to the following conditions:

1. The nearest point of the driveway shall be located not closer than 120 feet from the Elm Lane @ Harvest Ridge intersection as shown on the plat of survey submitted by the property owner.

ACTION BY Committee:

Motion to **APPROVE** the request and allow a driveway to Elm Lane from Lot 1 passed on a 4-3 vote. See June 12, 2023 PC meeting minutes in meeting packet.

RESOLUTION NO. 09-2023

RESOLUTION RELEASING THE ELM LANE ACCESS RESTRICTION
SHOWN ON THE HARVEST HILLS SUBDIVISION PLAT FOR LOT 1

WHEREAS, the Harvest Hills Subdivision Plat contains an access restriction that prohibits access to Elm Lane from the lots in the Harvest Hills Subdivision plat for the purpose for protecting the public and preserving the traffic mobility function of Elm Lane; and

WHEREAS, the Village of Germantown Village Board is the authority responsible for approving the Harvest Hills Subdivision Plat and the entity that has the right and responsibility to enforce the Elm Lane access restriction contained therein; and

WHEREAS, Eric and Ashley Evans, the owners of Lot 1 having Parcel ID Number GTNV241-021, have requested that the Village not enforce this access restriction in order that may construct a driveway from Lot 1 to Elm Lane (vs. the required driveway location on Harvest Ridge) as shown on Exhibit A attached hereto ; and

WHEREAS, the owners have submitted information to support their request that concludes a driveway to Elm Lane would meet the requirements of the Harvest Hills Homeowner's Association covenants and be safer than a driveway on Harvest Ridge for the owners and the general public traveling on Elm Lane and Harvest Ridge; and

WHEREAS, the Director of the Village Public Works Department has expressed his support for the request indicating that a driveway on Elm Lane would be safer than a driveway on Harvest Ridge; and

WHEREAS, the Village Plan Commission did, following a 4-3 vote in favor of a motion to approve the request to release the access restriction, recommend to the Village Board that the access restriction be released for Lot 1 (and not for any other lots in the subdivision) with a requirement that a driveway from Lot 1 to Elm Lane be located a distance not less than 120 feet to the Harvest Ridge @ Elm Lane intersection as shown on Exhibit A; and

WHEREAS, the Wisconsin State Platting Manual, prepared and adopted by the Wisconsin Department of Administration as a guide to the platting regulations under Wis. Stats. 236, indicates that the authority responsible for approving a subdivision plat may need to release a plat restriction provided that such release is executed in writing by the entity that has the right of enforcement of said restriction;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, does hereby release the access restriction prohibiting access to Elm Lane and will allow driveway access from Lot 1 to Elm Lane as shown on the attached Exhibit A.

Introduced by Trustee _____, at the Village Board Meeting of the Village of Germantown on June 19, 2023.

Adopted on: June 19, 2023

Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Erin Hirn, Interim Village Clerk

This is to certify that the foregoing resolution was adopted by the Village Board of the Village of Germantown, Wisconsin, at a meeting held on the 19th day of June, 2023.

Published: _____, 2023

Erin Hirn, Interim Village Clerk

OFFICE OF THE VILLAGE CLERK
Germantown Village Hall
N112 W17001 Mequon Rd.
Germantown, WI 53092

I hereby certify that this document is a true and correct copy of Resolution No. xx-2023, adopted by the Village Board of the Village of Germantown, Washington County, Wisconsin, at a meeting of said Village Board on the 19th day of June, 2023.

Erin Hirn, Interim Village Clerk

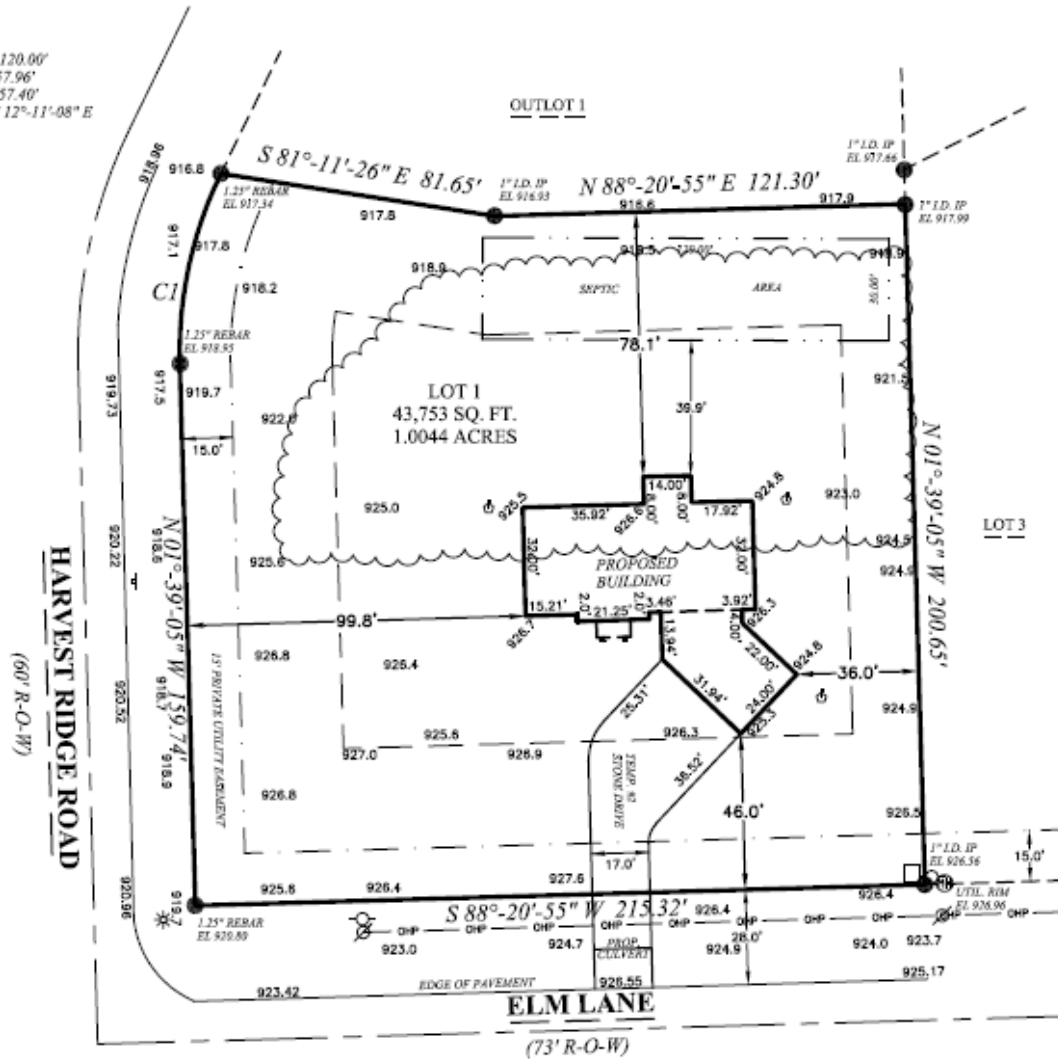
This Document drafted by:
Jeffrey W. Retzlaff, AICP
Village Planner & Community Development Director

EXHIBIT A TO RESOLUTION NO. 09-2023

FOR LOT 1 OF HARVEST HILLS, AND BEING A PART OF THE SW 1/4 OF THE
NORTHEAST QUARTER OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

NOTE:
HARVEST HILLS SUBDIVISION PLAT STATES "NO VEHICULAR ACCESS" FROM ELM LANE
ACCESS WAS ALLOWED BY THE VILLAGE OF GERMANTOWN PER OWNER OF LOT 1

CI
RAD. = 120.00'
ARC = 57.96'
CHD = 57.40'
C.B. = N 12°-11'-08" E



SUBDIVISION PLAT AMENDMENT

6/12/23 Plan Commission Meeting

Eric & Ashley Evans

Planning & Zoning Report

Germantown, Wisconsin

Summary

Eric & Ashley Evans, property owners, are requesting an amendment to the Harvest Hills subdivision plat to revise the access restriction prohibiting access to Elm Lane and to allow a new residential driveway for Lot 1 to Elm Lane located at W130 N11622 Harvest Ridge in the Harvest Hills Subdivision.

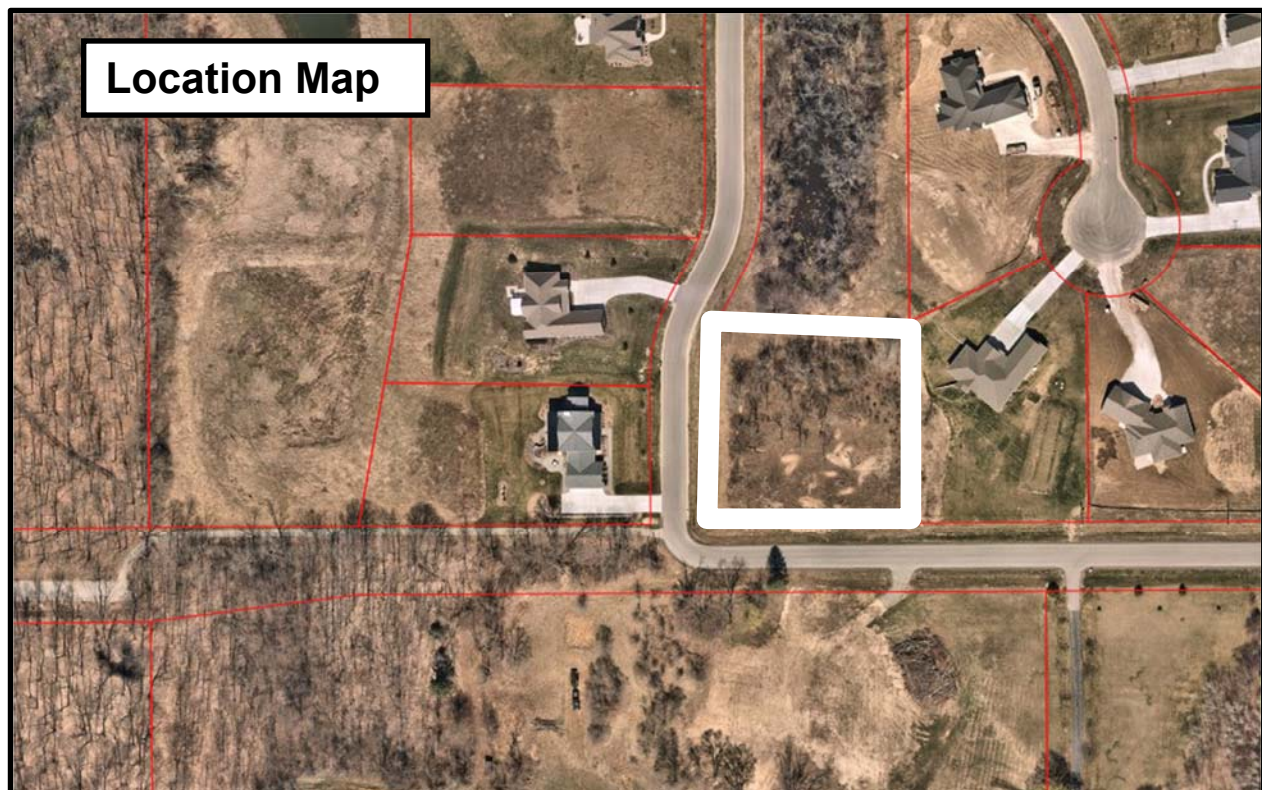
Location: W130 N11622 Harvest Ridge (address subject to change)

Agent/

Property Owners: Eric & Ashley Evans
W130 N11622 Harvest Ridge
Germantown, WI 53022

Zoning: Rs-3 Single-Family Residential

Adjacent Land Uses		Zoning
North	Single-family Residential	Rs-3
South	Single-family Residential	Rs-1
East	Single-family Residential	Rs-3
West	Single-family Residential	Rs-3



Background/Proposal

Eric & Ashley Evans, property owners, are requesting an amendment to the Harvest Hills subdivision plat to revise the access restriction prohibiting access to Elm Lane and to allow a new residential driveway for Lot 1 to Elm Lane located at W130 N11622 Harvest Ridge in the Harvest Hills Subdivision.

As indicated in their supporting information, the owners are requesting that the Village revise the subdivision plat by removing the access restriction that prohibits direct access to Elm Lane from lots in the subdivision to allow their lot (Lot 1) an access driveway to Elm Lane.

The owners cite a number of reasons justifying their request, including:

1. A driveway on Harvest Ridge would be closer to the intersection;
2. Visibility on Elm Lane is different for westbound traffic on Elm Lane;
3. Common practice to install a driveway on the “high side” of a lot for grading purposes;
4. A driveway on Elm Lane would be “flatter” with a 2.9% slope vs. on Harvest Ridge with a 9.7% slope;
5. Harvest Hills Subdivision HOA deed restrictions require garages to be located on the side of the lot with the highest elevation and in compliance with the master grading plan.

Staff Comments

The Village’s Subdivision code contains general standards for subdivision design that typically require residential lots to access internal or “local” subdivision roads when possible and avoid direct access to “collector” and “arterial” roads that serve a higher function serving “through-traffic”. Although Elm Lane does not connect Wasaukee Road to Country Aire Drive, that possibility still exists. If Elm Lane was to be completed from Country Aire to Wasaukee Road, Elm Lane would likely be considered the “collector” road and Harvest Ridge a “local” access road. For these reasons, direct access from the lots to Elm Lane is prohibited in the Harvest Hills subdivision. That was a decision made by the Village without regard to what the developer or future lot owners might prefer.

With respect to the owner’s justification summarized above, the reasons given are not necessarily critical or disqualifying with respect to a driveway on Harvest Ridge, particularly if one assumes that the owner of a lot should consider the “lay of the land” and any restrictions before designing their house plan vs. picking a house plan first and then figuring out how to make it fit on the lot. The amount of visibility distance and time to see a driveway on Elm Lane for westbound traffic would certainly be greater than a driveway on Harvest Ridge. Similarly, a driveway on Harvest Ridge would have greater visibility distance and time for southbound traffic on Harvest Ridge... this argument is one of those “six of one, half dozen of the other” situations. Yes, a driveway on Elm Lane appears to have a “flatter” less steep slope (2.9%), but the apparent driveway slope for a driveway on Harvest Ridge (9.7%) is still within an acceptable range (typically maximum not to exceed 12-15%).

With that said, the Public Works Director, Larry Ratayczak, has indicated the following:

“Looking at the requirement from a traffic safety viewpoint and the location of the proposed driveway at the eastern side of the parcel, I felt the driveway on Elm Lane poses less risk to traffic than a driveway on Harvest Ridge. I feel this way because the intersection of Harvest Ridge and Elm Lane is not a “T” intersection... but a long radius curve where drivers [are not required] to make the turn. Thus, the driveway on Elm Lane has better vision of vehicles traveling through the intersection. Also, if a driveway is installed on Harvest Ridge opposite...the driveway... for Lot #37 [on the west side of Harvest Ridge]...that would be very dangerous”.

For this reason, Public Works Department Staff support the request, but recommend that the restriction be revised to only allow Lot 1 direct access to Elm Lane (and not any of the other subdivision lots that already have access to another internal road in the subdivision).

In terms of processing, the Village Board is required to consider the Plan Commission’s recommendation and make a final decision to grant (or not) the request. If granted, a separate document will be prepared and recorded that either eliminates the access restriction as it applies to the Evans parcel (Lot 1) or indicates that the Village intends to not enforce the restriction for the reasons stated therein.

VILLAGE STAFF RECOMMENDATION

APPROVE the request to revise the Elm Lane access restriction on the Harvest Hills subdivision plat that prohibits driveway access to Elm Lane and to allow a new residential driveway to Elm Lane from Lot 1 in the Harvest Hills Subdivision subject to the following conditions:

1. The nearest point of the driveway shall be located not closer than 120 feet from the Elm Lane @ Harvest Ridge intersection as shown on the plat of survey submitted by the property owner.



Fee must accompany application
Preliminary & Final Plat Fees Combined

Under 10 lots \$4,575	☐
11-25 lots \$5,600	☐
26-50 lots \$6,625	☐
Over 51 lots \$7,650	☐

SUBDIVISION PLAT APPLICATION

Pursuant to Section 18.04 and 18.05 of the Municipal Code

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

1 APPLICANT OR AGENT

Eric and Ashley Evans

N68W13337 Ranch Rd

Menomonee Falls, WI 53051

Phone (262) 239-5422

Fax ()

E-Mail evans5eric@gmail.com

PROPERTY OWNER

Eric and Ashley Evans

W130N11622 Harvest Ridge

Germantown, WI 53022

Phone (262) 239-5422

evans5eric@gmail.com

2 PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER(S)

W130N11622 Harvest Ridge

GTNV-241021

3 READ AND INITIAL THE FOLLOWING:

- X I understand that the Subdivision Plat is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.
- X If technical corrections to the Plat are required, I understand that the document will not be recorded until all corrections are made and approved by the Village.
- X I understand that all applicable impact fees must be paid prior to recording. Failure to pay fees will delay recording and may ultimately result in the revocation of Village approval. I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.
- X I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.
- X I understand that a Developer's Agreement will be required prior to recording of the plat.

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

Applicant

4-26-23

Date

Owner

4-26-23

Date

To the Office of Community Development,

As the owners of Lot 1, we would like to petition for a revision to be made to the plat survey of the Harvest Hills Subdivision. Currently the survey shows no vehicular access to Elm Lane which is where we are proposing to place our driveway. Since Elm Lane is a 25 mph road, traffic safety concerns don't appear to be an issue. We understand that the plat survey was drawn as it was due to the cul de sac for Lots 3 and 4, but for our particular lot, we believe that the best placement for the driveway is on Elm Lane for the following reasons:

- 1) In a scenario where the driveway would be on Harvest Ridge, the location of that driveway would be closer to the corner and the steeper slope area of the lot. This is because the approved septic location for our lot and required setbacks for drainage would push the home placement closer to Elm Lane. I have included a sketch for your reference.
- 2) Visibility is different on Elm Lane than on Harvest Ridge. Westbound traffic, which is closer to the lot, has a longer opportunity to see the driveway coming up if it is on Elm Lane which is safer for our family and our children. If the driveway is on Harvest Ridge, vehicles will come up to the driveway very quickly, which will be steeper and more likely to have kids' toys, balls, bikes, etc. coming onto the road.
- 3) It is common practice to place the driveway on the high side of a lot which would only be possible with a home and driveway placement on Elm Lane. It minimizes steps in the garage and front porch and makes grading easier with lower slopes around the house.
- 4) Our proposed location for the driveway on Elm Lane is also significantly flatter than Harvest Ridge Lane. The slope coming off of Harvest Ridge Lane would be 9.7% to the pavement. In comparison, the slope of our proposed location on Elm Lane would be 2.9% to the pavement. We have sketches of each scenario included for your reference.
- 5) According to our HOA covenants (as shown below), "garages must be located on the side of the lot which has the highest elevation." In this case, the ideal location for the driveway and garage would be located on Elm Lane.

3.6 Garage and Driveway.

(a) Each Dwelling on a Lot shall have a garage of not less than three (3) cars attached to the Dwelling. Garage entrances must be located on a side of the Dwelling which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets, in which case, the garage entrance must be located on the side of the Dwelling which does not contain the front entrance. Garages must be located on the side of the Lot which has the highest elevation, except as permitted by the ACC. Garages must be constructed at the time of construction of the Dwelling and all exterior features must be completed prior to occupancy of the Dwelling.

The HOA covenants (as shown below) also state that the master grading plan is to be followed and no deviations are allowed without the approval of the Village and ACC.

3.14 Grade Plan. A Master Grading Plan has been prepared by the Developer's engineer designating the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and designating the grade elevation of the Dwellings to be constructed thereon. A copy of this Plan is on file in the office of the Building Inspector at the Village. At the time a building permit is requested, the grade elevation of said Dwelling shall be obtained from the Building Inspector and the Dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village and ACC. Within thirty (30) days after substantial completion of a Dwelling on any Lot in the Subdivision, the Lot Owner shall grade the Lot to conform to said Master Grading Plan and from that time forward, nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with said Plan. It is the responsibility of the Lot Owner or Lot Owner's builder to determine the

Dwelling's exposure and if such grade is in compliance with the Master Grading Plan. Changes or deviations from the Plan need approval from the Village and ACC.

We look forward to having this request reviewed. We had initially received approval from our HOA board via email on March 17 to place our driveway on Elm Lane, however we understand that further approval by the Village is needed.

Thank you,

Eric and Ashley Evans
P: 262-293-5422
E: evans5eric@gmail.com

Harvest Hills Subdivision

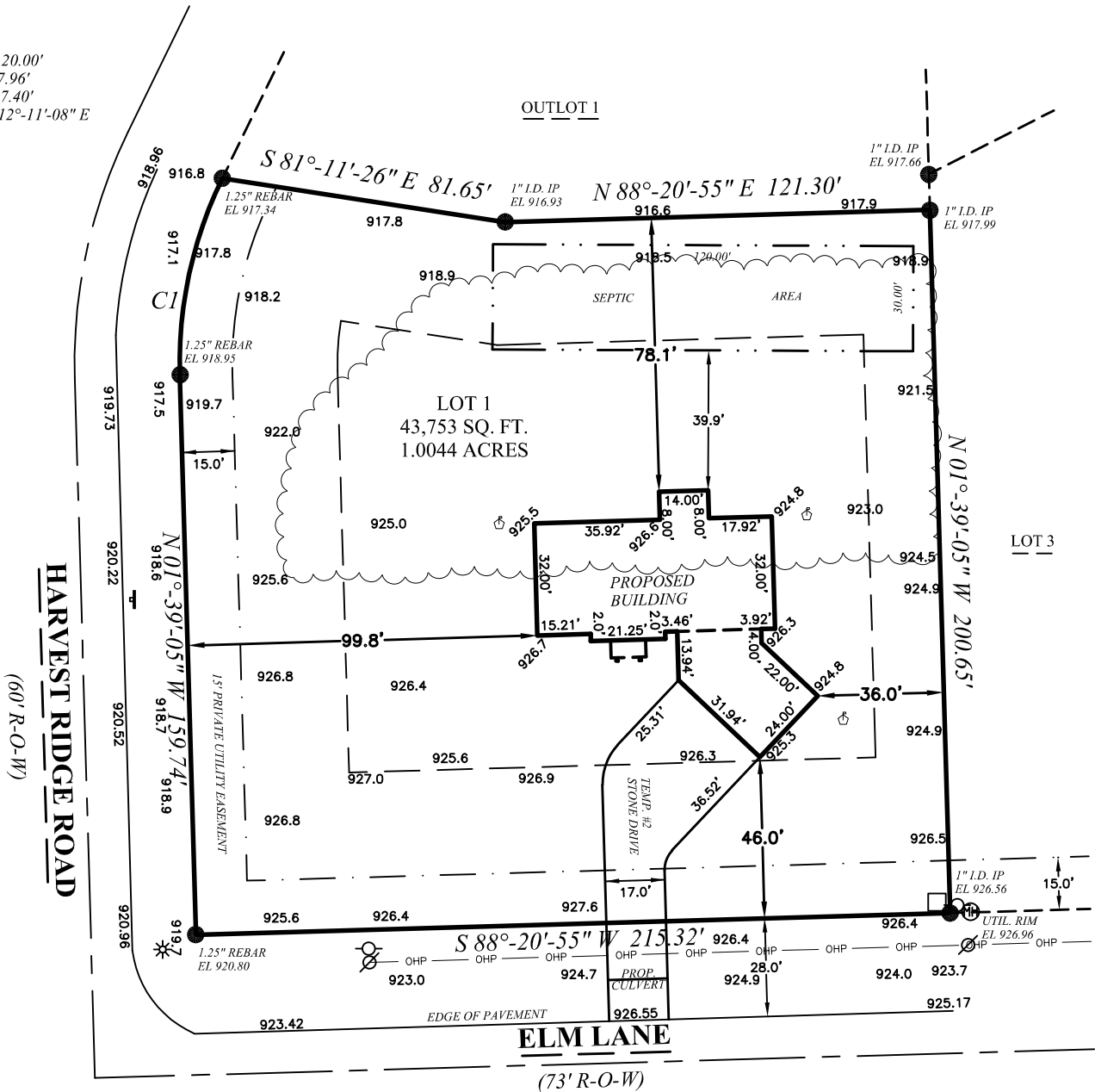
Architectural Control Committee

Homeowner:	Lot:	Requirements Met	
Minimum Square Footage: - One Story – 2,300 square feet - More than one story – 2,700 square feet (minimum of 1,350 square feet on first floor)	Plans Submitted (dated 2/23 / 23) Plans show - one story 2,328	Yes X	No ☐
Minimum Required Setbacks: - Front Setback – 45 feet - Rear Setback – 35 feet - Side Setback – 20 feet (Certain Lots within the cul-de-sacs may require greater minimum front setbacks. See final plat.)	Plans Submitted (dated / /) survey submitted 3/29/2023 - Front - 46' - Rear- 78.1' - Side - right 36' left 99.8'	Yes X	No ☐
Exterior Building Materials: - Brick, stone, stucco, cedar, Hardi-Plank, LP Smartside (no metal or vinyl) 50% of front shall be brick, stone or stucco	Plans Submitted - LP Smartside; Lap Siding, Board and Batton & Trim 50% stone - Cedar porch post trim - LP Smart Trim fascia and soffit	Yes X	No ☐
Shingles - Natural or dimensional roof shingles - Note color and style	Plans Submitted dimensional, Onyx Black, Owens Corning - Duration	Yes X	No ☐
Roof Pitch 8/12 pitch	Plans Submitted 12/12, 10/12	Yes X	No ☐
Exterior Feature Reminders	- Village required street trees along the roads, planted by Developer, may not be cut down. If tree is in the way, lot owner is responsible for relocating tree. - Lamppost installed prior to occupancy, but no later than 9 months after occupancy permit issuance - Landscaping – shall install at least 3 deciduous trees within 12 months of occupancy permit issuance		
Comments or objections	front porch roof; Standing Seam Metal Roof, black. HOA BOARD APPROVED		
Architectural Control Committee Harvest Hills HOA Board	Developer		
Date: 4/24/2023	Approved X	Not Approved ☐	

FOR LOT 1 OF HARVEST HILLS, AND BEING A PART OF THE SW 1/4 OF THE
NORTHEAST QUARTER OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WISCONSIN.

NOTE:
HARVEST HILLS SUBDIVISION PLAT STATES "NO VEHICULAR ACCESS" FROM ELM LANE
ACCESS WAS ALLOWED BY THE VILLAGE OF GERMANTOWN PER OWNER OF LOT 1

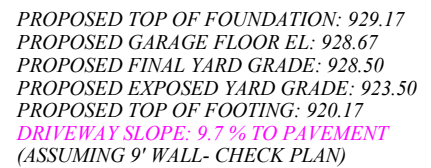
CI
RAD. = 120.00'
ARC = 57.96'
CHD = 57.40'
C.B. = N 12°-11'-08" E



PROPOSED TOP OF FOUNDATION: 929.17
PROPOSED GARAGE FLOOR EL.: 928.67
PROPOSED FINAL YARD GRADE: 928.50
PROPOSED EXPOSED YARD GRADE: 923.50
PROPOSED TOP OF FOOTING: 920.17
DRIVEWAY SLOPE: 2.9 % TO PAVEMENT
(ASSUMING 9' WALL- CHECK PLAN)

IF THE SURVEYOR'S SEAL IS NOT
WET STAMPED IN RED AND SIGNED
IN OPPOSABLE INK, THE PLAT IS
A COPY THAT SHOULD BE ASSUMED
TO CONTAIN UN-AUTHORIZED ALT-
ERATIONS. THE CERTIFICATION ON
ON THIS DOCUMENT DOES NOT APPLY

HARVEST RIDGE ROAD



Declaration

Document Number

Document Title

Document # **1478619**
WASHINGTON COUNTY WISCONSIN
2019-08-28 9:47:00 AM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

Pages: 14

Recording Area

14

Name and Return Address

Harvest Hills Subdivision LLC
3955 Hawks Ridge Drive
Hubertus WI 53033

Parcel Identification Number (PIN)

Drafted by - Shari Waggoner

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HARVEST HILLS SUBDIVISION**

This Declaration is made this 22nd day of August 2019, by Harvest Hills Subdivision LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Developer."

RECITALS

WHEREAS, DEVELOPER owns all the land which has been platted as "Harvest Hills", a Subdivision located in the Village of Germantown, consisting of thirty-seven (37) residential single-family Lots, excluding Lot 38, which is not bound to or required to follow this Declaration of covenants, conditions and restrictions and

WHEREAS, DEVELOPER desires to subject Harvest Hills Subdivision, excluding Lot 38, to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of said Subdivision and for the benefit of each Lot Owner in said Subdivision,

NOW, THEREFORE, DEVELOPER HEREBY DECLARES the real property hereafter described in Article 2 herein shall be used, held, transferred, sold, conveyed subject to the conditions set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest and any Owner thereof.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Architectural Control Committee. The "Architectural Control Committee" (ACC) shall mean the Committee referred to in Article 5 created under this Declaration.

1.2 Association. The "Association" shall mean the Harvest Hills Homeowners Association, Inc., the Members of which shall be all Lot Owners in the Subdivision.

1.3 Board. The "Board" shall mean the Board of Directors of the Harvest Hills Homeowners Association, Inc. governed by this Declaration and the Bylaws of the Association.

1.4 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.5 Developer. The "Developer" shall mean Harvest Hills Subdivision LLC, a Wisconsin Limited Liability Company, as well as any Successor-Developer. Developer hereby expressly reserves the right to appoint, in writing, a third party to act as its agent to carry out Developer's duties and responsibilities.

1.6 Dwelling. A "Dwelling" shall be defined as such structure or structures as are permitted for human use and habitation pursuant to this Declaration.

1.7 Harvest Hills Documents. "Harvest Hills Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.8 Lot. "Lot" shall mean a platted Lot intended for construction of a Dwelling as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term "Lot" does not include any platted Outlot or Lot 38.

1.9 Member. A "Member" shall be that individual that is identified as having the right to vote on behalf of a Lot at any Association meeting.

1.10 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.11 Outlot. "Outlot" shall mean an Outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.12 Owner. "Owner" shall mean each fee simple Owner of a Lot. The Developer shall be considered an Owner with respect to any Lots to which it holds title.

1.13 Plat. The "Plat" is the Plat of the Property identified as Harvest Hills as recorded in the Register of Deeds for Washington County, Wisconsin.

1.14 Subdivision. "Subdivision" shall mean all the Lots and Outlots as shown on the Plat.

1.15 Successor-Developer. "Successor Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers his rights and obligations hereunder, or any Successor to the Developer by operation of law.

1.16 Village. "Village" shall mean the Village of Germantown, and its successors.

ARTICLE 2. PROPERTY

2.1 Property Subject to this Declaration. The "Property" shall consist of all the lands which Developer has included in the Plat of Harvest Hills, excluding Lot 38, as described in Exhibit "A" and subjected to this Declaration, and all Dwellings and other improvements constructed or to be constructed thereon.

ARTICLE 3. PURPOSE AND CONDITIONS

3.1 General Purpose. The general purpose of this Declaration is to help assure the Subdivision will become and remain an attractive residential community; to preserve and maintain the natural beauty of the property, maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces; to protect Owners of each Lot against such use of surrounding Lots that would detract from the residential value of their property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of Lots in the Subdivision; to secure and maintain spatial relationship of buildings, structures, other improvements and Lot lines; and to otherwise secure mutual enjoyment of benefits for Owners and Occupants of residential property within the Subdivision.

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Committee for the granting of final approval.

3.2 Suitability. Developer makes no representation or warranty, express or implied, regarding the physical condition of any Lot being fit for any particular purpose or Owners proposed use, including but not limited to, building exposures, subsoils, or grade. Developer recommends, but does not require, Owner utilize a properly licensed architect and/or builder in any construction.

3.3 Single-Family Lots. No Lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any such Lot other than one detached, single-family home, not exceeding two and one-half stories in height with an attached private garage for not less than three (3) cars and an optional additional detached garage per Section 3.6(c). No Lot may be subdivided.

3.4 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

<u>Dwelling Type</u>	<u>Minimum Size</u>
One story	2,300 square feet
More than one story	2,700 square feet (minimum of 1,350 square feet on the first floor)

(b) For purposes hereof, "more than one story" includes homes referred to as one and a half story, two story, split level or bi-level. The type of Dwelling and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch, or patio areas in the computation.

3.5 Building Setbacks. The Subdivision is zoned RS-3. As such, the minimum building setbacks are as follows:

Front Setback: Forty-five (45) feet
Side Setback: Twenty (20) feet
Rear Setback: Thirty-five (35) feet

Certain Lots within the cul-de-sacs require a greater minimum front setback. The Final Plat states the required minimum front setback for these Lots.

Any variation from these requirements shall be permitted only upon the approval of the ACC and the Village of Germantown.

3.6 Garage and Driveway.

(a) Each Dwelling on a Lot shall have a garage of not less than three (3) cars attached to the Dwelling. Garage entrances must be located on a side of the Dwelling which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets, in which case, the garage entrance must be located on the side of the Dwelling which does not contain the front entrance. Garages must be located on the side of the Lot which has the highest elevation, except as permitted by the ACC. Garages must be constructed at the time of construction of the Dwelling and all exterior features must be completed prior to occupancy of the Dwelling.

(b) The garage shall be connected to the street by a properly surfaced concrete, asphalt, or brick driveway. Said driveway shall be installed and completed within one (1) year from the date of issuance of the occupancy permit.

(c) In addition to the attached garage, an additional detached garage may be permitted by the ACC, provided the following requirements have been satisfied:

- (1) The garage shall have a minimum of two stalls
- (2) The maximum square footage shall be no greater than 960 square feet
- (3) Door openings and all overhead doors shall not exceed ten (10) feet in height
- (4) Color and building materials shall be consistent with the Dwelling on the Lot
- (5) Underground electric shall be required for all detached garages
- (6) No lean-to or carports of any nature shall be permitted

- (7) The garage must be connected to the driveway
- (8) No more than one detached garage may be permitted

(d) Storage sheds, garden houses, or similar outbuildings are not permitted.

3.7 Commencement and Completion. All Dwellings shall be completed and ready for occupancy within one (1) year from the date ground is broken.

3.8 Exterior Features.

(a) Exterior materials shall be of brick or stone, stucco, cedar, Hardi-Plank siding, LP Smartside, or a combination. No metal or vinyl siding shall be permitted. All exposed basement or foundation walls shall be covered with brick, stone, stucco, or siding consistent with other material used on the Dwelling. Not less than fifty percent (50%) of the front of the Dwelling shall be constructed of brick, stone or stucco. All exterior masonry materials shall terminate only at an inside corner or other suitable break in the architecture as approved by the ACC.

(b) All roof designs shall be subject to the approval of the ACC. Roof shall be a minimum 8/12 pitch or greater. Natural or dimensional roofing shingles are required.

(c) The design, layout and exterior appearances of each Dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the ACC at the time of approval of the building plans, the Dwelling will be of high quality and shall have no (substantial) adverse effect upon property values within the subdivision.

(d) The proposed color schemes for the Dwelling to be erected, altered or modified shall be submitted to the ACC for approval prior to painting and staining. It shall be the aim of the ACC to harmonize colors for not only the proposed Dwelling, but to consider the effect of these colors and materials as they relate to other Dwellings.

(e) No solar panels, antennas, dishes or similar devices shall be erected, installed or used unless presented in drawings and approved by the ACC which may condition its approval on adequate screening from the front street and neighbors. Drawings should show size and location of any device as well as appropriate screening.

3.9 Mailboxes and Lampposts. Lot Owners shall install a front lamppost that is in conformance with Section 18.08(12) of the Village of Germantown Municipal Code. The code requires a lamppost be placed on each Lot at the time of finish grade within ten (10) feet of the access street right-of-way and aligned with the front entrance or walkway of the Dwelling. The lamppost shall be installed prior to occupancy of the Dwelling but no later than nine (9) months from the date of occupancy. In order to maintain uniformity of appearance, the Owner of each Lot shall purchase identical lampposts from the Developer at the time of the closing of the Lot. The cost will be charged to the Lot Owner on the settlement statement at closing. The lamppost shall be installed and maintained by the Lot Owner as directed by the Developer or the ACC. The lamppost shall be controlled by a photoelectric eye so the lamppost is illuminated during night-time hours.

Lot Owners shall install a mailbox and mailbox support of good quality. Mailbox must be metal and dark bronze or black in color. Mailbox and mailbox support must match. No wood or plastic mailboxes or mailbox supports are permitted. Each Lot Owner shall maintain the mailbox and mailbox support in good and working condition and replace it when necessary. Lot Owners shall replace light bulbs and properly maintain lampposts and mailboxes as necessary. In the event the Lot Owner fails to maintain the mailbox or lamppost, maintenance of the mailbox or lamppost may, after fifteen (15) days written notice to the Lot Owner, be performed by the Developer or the Association and the cost of such maintenance shall be charged to the Lot Owner as a special assessment.

3.10 Swimming Pools. Only in-ground swimming pools are permitted and must be installed in accordance with Village requirements. Hot tubs and spas shall be allowed and must be installed in accordance with Village requirements. A single tennis court is allowed on each Lot and must be installed in accordance with Village requirements. All swimming pools, tennis courts, hot tubs and spas must be approved in advance of construction by the ACC. Plans shall denote necessary setbacks, landscape treatment and fencing proposed.

3.11 Landscaping.

(a) Lots shall be seeded or sodded no later than six (6) months from Owners date of occupancy, weather permitting, and landscaping, including installation of at least three (3) deciduous trees with minimum caliper of two (2) inches, shall be completed no later than (12) months following the issuance of the occupancy permit of the dwelling, weather permitting.

(b) No plantings shall be permitted in the existing or proposed drainage swales.

(c) Landscaping plans do not require the approval of the ACC.

(d) In addition to the normal maintenance and mowing of lawn areas on a Lot, the Lot Owner shall also maintain the lawn, street trees, if any, and yard area in front of the Lot from the front property line to the back of the curb section or shoulder of the public roadway. The Lot Owner shall keep this area properly maintained and free of plantings, structures or debris.

3.12 Vision Corners. If applicable, the vision corner areas as identified on the final recorded Plat restrict the use of certain portions of the affected Lots. In the vision corner areas, no structure or improvement of any kind is permitted. No vegetation within the vision corner area may exceed thirty (30) inches in height. If the Owner of the Lot containing a vision corner shall fail to maintain the vision corner in accordance with this Article, the Association may, after fifteen (15) days written notice, perform any necessary maintenance and repair. The cost shall be charged to the Lot Owner as a special assessment.

3.13 Trees.

(a) Per the Village of Germantown Municipal Code, street trees were planted by the Developer every fifty (50) feet along the roadways within the Right-of-Way. Removal of any street tree is not permitted. Dwelling driveways shall avoid the street trees. If there is a significant conflict, relocation or replacement of the street tree by the Lot Owner and at the Lot Owner's expense may be approved by the ACC.

(b) No existing tree, with a diameter of six (6) inches or more at a height of four (4) feet from the ground, beyond ten (10) feet from the approved Dwelling location shall be moved, removed, or destroyed in anyway, other than upon prior, written approval of the ACC. All existing trees shall be protected during periods of construction and grading.

(c) No Lot Owner or agent thereof shall cut down or remove any trees, brush, or shrubs located within any Outlot as designated on the recorded Plat of Harvest Hills Subdivision.

3.14 Grade Plan. A Master Grading Plan has been prepared by the Developer's engineer designating the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and designating the grade elevation of the Dwellings to be constructed thereon. A copy of this Plan is on file in the office of the Building Inspector at the Village. At the time a building permit is requested, the grade elevation of said Dwelling shall be obtained from the Building Inspector and the Dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village and ACC. Within thirty (30) days after substantial completion of a Dwelling on any Lot in the Subdivision, the Lot Owner shall grade the Lot to conform to said Master Grading Plan and from that time forward, nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with said Plan. It is the responsibility of the Lot Owner or Lot Owner's builder to determine the

Dwelling's exposure and if such grade is in compliance with the Master Grading Plan. Changes or deviations from the Plan need approval from the Village and ACC.

3.15 Ground Fill on Building Site. Where fill is necessary on a Lot to obtain the proper topography and finished grade elevations, it shall be ground fill free of waste material that may emit odors or produce health hazards of any kind. All dumping of fill materials shall be leveled immediately upon completion of the Dwelling and shall be graded and contoured in accordance with the Master Grading Plan approved by and on file with the Village.

3.16 Construction Materials and Debris. No building or construction material shall be stored on any Lot outside of a Dwelling or garage, other than during periods of actual construction or remodeling and only for as long as may be necessary. It shall be the primary responsibility of the Lot Owner and the Lot Owner's builder to keep the Lot clean and free of debris and garbage during the period of construction. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale, or culvert. No Owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any Lot or Outlot within the Subdivision. In the event the Lot Owner or the contractor shall fail in this responsibility, the Developer or Association shall have the right to perform the necessary cleanup or repairs and charge the construction deposit for any costs incurred as set forth in Article 3.29.

3.17 Utility Lines. All cable, telephone and electric service to any Dwelling on any Lot shall be from the underground utilities systems and no overhead service shall be provided or allowed.

3.18 Signs. No sign of any kind shall be placed or displayed to the public view on any Lot, except one professional sign of not more than six (6) square feet advertising the Dwelling for sale or signs used by a building contractor or by the Developer to advertise the property during the construction and sales period.

3.19 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domesticated dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose nor in any unreasonable number or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. The pet must immediately and permanently be removed from the Property if, in the sole judgement of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant. Pit bulls or a mix including a pit bull breed are not permitted.

3.20 Nuisances.

(a) No noxious or offensive odor, activities or conditions shall be permitted to exist in, on or about any Dwelling or Lot, which may be, or may become, an annoyance or nuisance to the Subdivision or Lot Owners or Occupants. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

(b) Each Lot Owner shall perform periodic yard maintenance as may be necessary to keep the Lot neat and clean in appearance, including without limitation, the mowing of grass, removal of weeds, leaves and unsightly debris.

3.21 Patios and Balconies. Patios, decks and balconies on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, bicycles, strollers or wagons.

3.22 Fences and Walls. No fence or wall of any height shall be permitted on any Lot except upon the prior, written approval of the ACC, provided, however, that in no event, shall any proposed fence or wall be permitted to extend into the minimum setback lines specified in Article 3.5.

3.23 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC.

3.24 Off Road Vehicles/Recreation Vehicles. No off-road motorcycles, snowmobiles, dune buggies, or four-wheelers (ATVs) shall be operated on any Lot, Outlot, driveway, road, or any other land within the boundaries of the Subdivision. All recreational vehicles, including but not limited to, any and all motorcycles, snowmobiles, trail bikes, dune buggies, ATVs, boats, off-street motorized vehicles or recreation vehicles of any kind shall be stored in enclosed garages on the Lot and shall not be operated or stored on the Lot, driveway, parking area, open space or Common Area within the Subdivision, except for the necessary transportation of these vehicles to and from the Subdivision on the public street system.

3.25 Garbage and Disposal. No Lot shall be used or maintained as a dumping ground for trash, garbage or debris of any kind. All trash, garbage or waste materials shall be in sanitary containers either inside the garage or, when outside, in sanitary containers adjacent to the Dwelling, and suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash or debris at any time other than burning leaves and light brush if approved by the Board of the Association and conducted in compliance with all applicable laws and ordinances.

3.26 Retaining Walls. Retaining walls shall be subject to the regulation of the Village and must be approved in advance of construction by the ACC. No retaining wall shall be of concrete block or unfaced poured concrete.

3.27 Entrance Sign. The Developer has constructed a permanent entrance sign on Lot 18. The Developer hereby grants to the Association an easement to keep, maintain, and restore such sign in accordance with the requirements of this Declaration. Such easement shall preclude Lot Owners from interfering with, removing or altering such entrance signs. The Association shall landscape and perform all maintenance on the sign. The entrance sign shall be the property of the Association.

3.28 Construction Deposit. At the time of closing on a Lot, a construction deposit in the amount of two thousand dollars (\$2,000) shall be collected from the Lot Owner and held in escrow by the Association. This deposit is transferable to subsequent buyers of a Lot after the initial sale by the Developer. These funds are to insure compliance with the terms of this Declaration during the construction process. In the event a Lot Owner or contractor fails to comply with the terms of the Declaration during the construction process and the Developer or Association is required to repair or remedy the noncompliance or is charged or assessed by the Village for the same, the Developer or Association shall be entitled to deduct and retain from the construction deposit a sum sufficient to reimburse Developer or Association for the cost of such repair or remedy. In the event the Lot Owner or contractor fails to comply with the architectural or other requirements of the Declaration and the Developer or Association is required to retain an attorney to pursue enforcement, the Developer or Association shall be entitled to deduct and retain from the construction deposit a sum sufficient to reimburse the Developer or Association for all costs incurred with respect to the enforcement. In the event the construction deposit is not sufficient to reimburse the Developer or Association, the Lot Owner shall be liable to the Developer or Association for any excess and the deficiency shall constitute a lien on the Lot. In the event no deductions are made, or in the event there is a balance remaining after all deductions, the balance of the construction deposit shall be returned to the Lot Owner upon completion of the Dwelling construction, occupancy, and final landscaping.

ARTICLE 4. HOMEOWNERS ASSOCIATION

4.1 Purpose of the Association. The Developer has established the Harvest Hills Homeowners Association, Inc. ("Association") as a non-stock, non-profit corporation under Chapter 181 of the Wisconsin Statutes. Control of the Association shall be turned over to the Lot Owners, only after all the Lots in the Subdivision owned by Developer, have been sold. The purpose of the Association is to manage the affairs of the Subdivision, control and maintain

signs and Outlots, assess, collect and disburse the assessments and charges provided for herein, enforce this Declaration and consider concerns of Lot Owners in the Subdivision.

4.2 Management. Upon Developer turning control of the Association over to the Lot Owners, it shall be managed by a Board of Directors who shall be elected from the Association's membership. The Board of Directors shall consist of not less than three (3) nor more than five (5) Members, who shall act by majority vote. As long as the Developer owns any Lots in the Subdivision, the Developer shall have sole control of the Association. However, nothing contained in Article 4 herein shall prevent the Developer, at its sole discretion, from turning control of the Board of Directors of the Association over to the Members of the Association at any time. The Developer shall be entitled to one vote for each Lot owned by Developer, provided, however, that notwithstanding any other provision for voting, the Developer shall have sufficient votes to constitute a majority of votes until all of its Lots are sold. The Board may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon no more than ninety (90) days notice without payment of any penalty.

4.3 Membership and Voting. Every person or entity who is an Owner of a Lot as defined herein shall be a Member of the Association, provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a Member. For purposes of voting at any meeting of the membership of the Association, only one (1) vote per Lot shall be allowed regardless of the number of Owners of the Lot. When more than one (1) person holds an interest in any Lot, including without limitation, as tenant in common, survivorship marital property or living trust, the Owners shall designate the Member who will vote on behalf of the Lot. No Member shall be permitted to vote if such Member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 6 of this Declaration.

4.4 Amendment of this Declaration. While the Developer owns any Lots, the Developer may amend this Declaration at any time. After ownership of all Lots has been conveyed by the Developer, the Association may amend this Declaration to the extent permitted by law, but only by an affirmative vote of no less than seventy-five percent (75%) of the Members.

ARTICLE 5. THE ARCHITCTURAL CONTROL COMMITTEE

5.1 Architectural Control Committee Composition. Developer hereby establishes for the Harvest Hills Subdivision an Architectural Control Committee (ACC). The ACC shall have the duties and responsibilities set forth in this Declaration and shall consist of three (3) Members of the Association appointed by the Board. Notwithstanding the foregoing, so long as the Developer shall own any of the Lots covered by these restrictions, the ACC shall be composed of representatives of the Developer. When the Developer no longer owns any of the Lots covered by these restrictions, then the ACC shall be controlled by the Board as noted herein. Nothing contained herein shall prevent the Developer, at its sole discretion, from relinquishing control over the ACC prior to Developer conveying its last Lot.

5.2 No Development Without Prior Approval. In order to maintain harmony in appearance and to protect the Owners of the Lots in the Subdivision, no Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement shall be erected, constructed or maintained upon any Lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plan showing the exact location of such Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement, the elevation thereof and the grade of the Lot shall have been submitted to and approved in writing by the ACC. The decision of the ACC with respect to any such matter shall be rendered no later than thirty (30) days after receipt of the complete and final plans, specifications, elevation and grade of such Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement and shall be final and binding upon all parties. The ACC shall have the right to refuse to

approve any such plans or specifications which, in the conclusive judgment of a majority of its Members, are not in conformity with these restrictions or are not desirable for aesthetic or any other reason. In passing upon such plans and specifications, the ACC may take into consideration the suitability of the proposed Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement, its design, elevation, and the materials of which it is to be constructed on the Lot; the harmony thereof with the surrounding buildings and the view from the adjacent Lots. The ACC shall have the right to waive minor infractions or deviations from these restrictions if it is determined to be in the best interest of the Subdivision. Each Lot purchaser should be fully aware of the restrictions that are contained herein and the building and zoning codes of the Village of Germantown before purchasing a Lot in the Harvest Hills Subdivision.

5.3 Separate Village Approval. Matters which require approval of the ACC may also require approval of the Village of Germantown. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of the drawings by the ACC shall not be deemed approved by the Village and approval by the Village shall not be deemed approved by the ACC.

5.4 Indemnification. Each Member or former Member of the ACC, together with personal representatives and heirs of each such person, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed by such Member in connection with any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Member of the ACC, or any settlement thereof, whether or not he or she is a Member of the ACC at the time such expenses are incurred, except in such cases wherein the Member of the ACC is adjudged guilty of willful malfeasance in the performance of his or her duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a Member of the ACC may be entitled by Wisconsin statute or common law.

ARTICLE 6. ASSESSMENTS

6.1 Annual Assessments. Each Lot Owner shall be subject to a general annual charge or assessment to be determined solely by the Board of Directors of the Association in accordance with the annual budget for the purpose of defraying the cost of operating the Association, establishing a reserve for capital replacements, maintaining and administering the signs, Outlots, including storm water management ponds, and including without limitation, the cost of taxes, insurance, maintenance and repairs. The assessment shall be levied uniformly among Lots except for fines, fees or charges assessed against an individual Lot for violation of the Declaration. Annual assessments shall be levied by the Association as of January 31st for each year and the statement for such amount shall be e-mailed to the Owner of each Lot on such date and be payable on or before March 31st of each year. Developer shall be expressly exempted from paying a general annual charge on any Lots it holds for the years 2019 and 2020, but shall then be responsible for such payments on any Lots it holds as of January 1, 2021.

6.2 Special Assessments. If the annual assessment based upon the budget is inadequate or if special circumstances arise, the Board of Directors may levy a special assessment payable in such reasonable manner as the Board directs.

6.3 Proof of Payment. The Association shall, upon request at any time, furnish to any Lot Owner a certificate in writing signed by the Secretary or President of the Board of Directors of the Association setting forth whether said assessments have been paid.

6.4 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

6.5 Individual Assessments - Violation or Breach of these Restrictions or Covenants. For violation or breach of any of the covenants or restrictions, the Developer and/or the Association, shall have the right to proceed at law or in equity (including, but not limited to, injunctive relief) to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition, to the foregoing right, the Developer or the Association shall have the right, whenever there shall be built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Lot Owner and any such entry and abatement or removal shall not be deemed a trespass. The Developer and/or the Association shall have the right to assess a Lot Owner for all costs incurred in abating or removing any such violation plus a fine not to exceed one hundred dollars (\$100) for each day the violation occurs. Any such individual assessment shall be paid by the assessed Lot Owner within fifteen (15) days from the date of imposition by the Developer or the Association.

6.6 Late Payments. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or Rules of the Association.

6.7 Liens and Collection of Assessments. Any and all assessments made by the Developer or Association in accordance with the provisions of this Declaration together with interest thereon at the rate of twelve percent (12%) per annum plus the costs of collection, including, but not limited to, reasonable attorney's fees for any sums unpaid shall be the personal obligation of each Lot Owner. Such obligations shall become and are hereby declared to be a charge and a continuing lien upon the Lots against which each such assessment was made until paid in full. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Washington County, of a written statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the Association shall issue and record a Satisfaction of the statement of lien. The Developer or Association as the case may be, shall have the following options to collect on any outstanding obligations assessed against any Lot:

- (a) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as the foreclosure of a mortgage on real property.
- (b) To file an action at law to collect said assessment, plus interest, at the rate of twelve percent (12%) per annum, plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure.

6.8 Litigation Reserve. Upon initial conveyance of each Lot by Developer, each new Owner shall deposit with the Association a nonrefundable sum of three hundred dollars (\$300), to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board shall place funds in an interest-bearing account and all returns shall become a part of the fund, provided the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount in the litigation fund is appropriate. If necessary, the Board may levy a general or special assessment to replenish such fund. The Developer shall not be obligated to contribute any funds to the litigation reserve fund.

ARTICLE 7. DECLARATION TERMS

7.1 Term. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renew for successive periods of ten (10) years each, unless there is recorded an instrument executed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision, with written agreement by the Village, terminating this Declaration, in which case this Declaration shall terminate following the recording of an instrument of termination.

7.2 Severability. The invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

7.3 Amendment. This Declaration may be voided, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision and the Village.

7.4 Enforcement by Lot Owners. The covenants and restrictions contained herein may be enforced by any Lot Owner by proceedings at law or in equity against any other Lot Owner who is violating or attempting to violate the same to recover damages or to demand compliance, provided, however, that no such actions shall be commenced more than one (1) year from the date on which the violation occurred.

7.5 Conflict. In addition to the provisions of this Declaration, all Lots shall be subject to all ordinances, zoning laws and other restrictions of the Village of Germantown, Washington County and the State of Wisconsin. In the event of any conflict between this Declaration and the zoning code and building regulations of the Village, the stricter provisions shall apply.

ARTICLE 8. EASEMENT AREAS

8.1 Drainage Easements. An easement is reserved to the Developer, Association and/or the Village as the case may be, over any Lots or Outlots for the installation, maintenance and repair of swales, streams, ponds or other storm water management facilities and drainage system elements as are shown on the Plat, are contained in any Master Grading Plan, any development construction drawings or in the Storm Water Management Plan approved by the Village. Each Lot Owner shall have the responsibility for proper day to day maintenance of any drainage easements located on that Owner's Lot. Maintenance shall include cutting grass, raking leaves, removing fallen trees and branches and removing other minor obstructions. The Association shall have responsibility for setting and maintaining proper grade in the drainage easement areas. Lot Owners shall not change the grade of, construct improvements on, or in any way obstruct the drainage easement areas.

8.2 Landscaping/Sign Easement. Developer shall complete the landscaping in the landscaping/sign easement identified on the final Plat hereof. After completion of the landscaping, the Association shall have responsibility for maintaining the landscaping/sign easement areas.

8.3 Right of Entry. A right of entry to each Lot, Common Area, or Outlot is reserved to the Developer, Association and/or Village and their successors, agents or assigns, to service utility installations, maintain vision corners, signage, drainage easements and/or stormwater management facilities as is necessary, provided a request for entry is made in advance to any individual Lot Owner which may be affected and such entry is limited in scope to that which is reasonably necessary for the purpose for which it is intended. In case of emergency, entry by the Developer, Association and/or Village onto any Lot, may be made immediately and without notice to such Lot Owner.

8.4 Stormwater and Outlot Maintenance Access Easement. An easement for ingress and egress as is shown on the Plat for Harvest Hills Subdivision, is reserved to the Developer, the Association and/or the Village as the case may be, for purposes of access to Outlot 5 and 6. Said access is for the purpose of allowing for maintenance and repair of any storm water management facilities located thereon or other Outlot maintenance which may be necessary or required.

ARTICLE 9. OUTLOTS

9.1 Ownership of Outlots. Each Owner of a Lot shall own a percentage interest in the Outlots as a tenant in common with all other Lot Owners. The interest of each Lot Owner is calculated as a fraction equal to 1 divided by the number of Lots. Initially, the interest is 1/37. The Outlot ownership interest shall be appurtenant to ownership

of a Lot and may not be transferred separately from the Lot to which it pertains. Thus, each Lot Owner shall be responsible for 1/37th of the maintenance costs of the Outlots, which will be handled through the Homeowners Association.

9.2 Outlot Maintenance. Maintenance of Outlots includes, but is not limited to, perpetual maintenance of all privately-owned storm water management basins, storm sewer, ditches, and swales, and other privately-owned improvements including the monument entrance sign(s). Maintenance shall include any mowing, trimming, pruning, clearing necessary to ensure proper functioning of drainage basins and proper aesthetics as determined by the Committee. Should the Association fail to maintain the landscaping as required herein, the Village may take remedial action and assess a special charge as allowed.

9.3 Damage or Destruction of Outlots. In the event any Outlot is damaged or destroyed by a Lot Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Lot Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

9.4 Wetland and Primary Environmental Corridor (PEC) Preservation. Wetlands and the Primary Environmental Corridor depicted on the Subdivision Plat within Outlot 6 are to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.

Executed this 27th day of August, 2019.

Harvest Hills Subdivision, LLC

By: Shari Waggoner
Shari Waggoner, Member

State of Wisconsin)
) ss.
County of Washington
Waukesha

Personally came before me this 27th day of August, 2019, the above-named Shari Waggoner, Member, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Tania J. Nabors
Notary Public, Washington County, Wisconsin
My Commission: Waukesha 09/01/2019

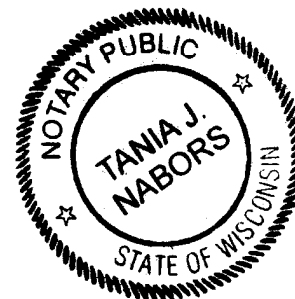


Exhibit A

Lots One through Thirty-Seven (1-37) and Outlots One through Six (1-6) in Harvest Hills, being a subdivision that is a portion of Parcel 1 of C.S.M. No. 3641 (a portion of the SE 1/4 of the NW 1/4), Washington County Records, and also the NW 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4, all in Section 24, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin. More particularly described as follows:

Commencing at the North 1/4 corner of said Section 24-9-20, said corner being on the centerline of C.T.H. 'F'; thence N. 88°13'31" E., 660.00 feet along the north line of the NW 1/4 of the NE 1/4 of said Section 24-9-20 (centerline of C.T.H. 'F') to the point of beginning of lands to be described; thence continue N. 88°13'31" E., 676.98 feet along said north line (centerline) to the NE corner of the NW 1/4 of the NE 1/4 of said Section 24-9-20; thence S. 01°39'58" E., 2630.97 feet along the east line of the West 1/2 of the NE 1/4 of said Section 24-9-20 to the SE corner of the SW 1/4 of the NE 1/4 of said Section 24-9-20, said corner also being on the centerline of Elm Lane; thence S. 88°20'55" W., 1331.92 feet along the south line of the SW 1/4 of the NE 1/4 of said Section 24-9-20 (centerline of Elm Lane) to the Center of said Section 24-9-20; thence N. 01°46'35" W., 728.07 feet along the west line of the SW 1/4 of the NE 1/4 of said Section 24-9-20; thence S. 88°13'25" W., 141.32 feet; thence N. 01°46'35" W., 585.89 feet to the north line of the SE 1/4 of the NW 1/4 of said Section 24-9-20, said line also being the northerly line of Parcel 1 of said C.S.M. No. 3641; thence N. 88°11'13" E., 141.32 feet along said north line to the NW corner of the SW 1/4 of the NE 1/4 of said Section 24-9-20 (NE corner of Parcel 1 of said C.S.M. No. 3641); thence N. 01°46'35" W., 786.06 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 24-9-20 to the SW corner of Parcel 1 of C.S.M. No. 386, Washington County Records; thence N. 88°13'31" E., 663.08 feet along the southerly line of said C.S.M. No. 386 to the SE corner of Parcel 3 of said C.S.M. No. 386; thence N. 02°06'39" W., 528.00 feet along the easterly line of said Parcel 3 to the point of beginning.

Said parcel contains 74.44 acres.

MEETING:	REGULAR MEETING OF THE PLAN COMMISSION
DATE AND TIME:	Monday, June 12, 2023 6:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*
The meeting was called to order at 6:30 pm.
- II. **ROLL CALL:**
Chairman Dean Wolter, Trustee Rep David Baum, Commissioners Tony Laszewski, Peter Nilles, Bob Williams, Bill Shadid and Josh Tarantino, Community Development Director Jeff Retzlaff and Planning Assistant Lori Johnson
- III. **APPROVAL OF MINUTES:**

A. May 8, 2023
MOTION Baum second Shadid to Approve the Minutes from May 8, 2023
MOTION carried 4-3 (Nilles and Williams abstained).
- IV. **NEW BUSINESS:**

A. Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane. (ACTION)
Director Retzlaff summarized the proposal.
MOTION Baum second Laszewski to Approve the request to revise the Elm Lane access restriction on the Harvest Hills subdivision plat that prohibits driveway access to Elm Lane and to allow a new residential driveway to Elm Lane from Lot 1 in the Harvest Hills Subdivision subject to the following conditions:
1. The nearest point of the driveway shall be located not closer than 120 feet from the Elm Lane @ Harvest Ridge intersection as shown on the plat of survey submitted by the property owner.
Trustee Baum said he will not support the proposal because when the subdivision came forward a conscious effort was made to keep traffic off Elm Lane. He said if Elm Lane is pushed through to Country Aire Drive to provide access to the park, it will become a major thoroughfare.
MOTION carried 4-3 (Wolter, Baum, Laszewski)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Increased cost for DOT project at Lannon & Maple Rds

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

The Village has been notified by the WIDOT that the bids for the Lannon Rd & Maple Rd intersection improvement project came in higher than originally estimated and there is the possibility of the Village incurring an additional cost. The original estimate for the Villages cost was \$80,000.00 which was budgeted to be covered from ARPA Funds. WIDOT increased their funding amount, but this still leaves the Village with an increased project cost of \$209,409. To be clear this amount is in addition to the original \$80,000.00 project cost previously approved by the Village Board.

ATTACHMENT:

RECOMMENDATION:

Adjust the cost for DOT project at Lannon Rd & Maple Rd in the amount of \$209,409.

ACTION BY Committee:

The cost adjustment in the amount of \$209,409.00 was unanimously approved by the PWHC at the June 7, 2023, meeting.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Appointment of Zachary Kessler as Germantown Village Clerk

SUBMITTED BY:

SUMMARY EXPLANATION:

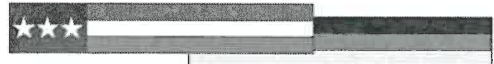
ATTACHMENT:

1. Kessler Clerk Offer Signed 230616
2. Kessler Resume

RECOMMENDATION:

ACTION BY Committee:

Village of



Germantown

June 15, 2022

Zachary Kessler
7936 W. Keefe Ave
zachnkessler@gmail.com

Dear Mr. Kessler:

We are pleased to conditionally offer you the position of Village Clerk for the Village of Germantown. If you accept this offer your start date will tentatively be July 17, 2023 pending the results of a pre-employment physical, a routine background check, and board approval on June 19th.

You will be eligible for fringe benefits as outlined in the Employee Policy & Procedure Manual, a summary of which is attached to this letter. The manual generally illustrates the major benefits you would be eligible for, but I would be happy to go over the benefits in greater detail as you desire.

You will be required to take an employee health screening physical. The physical will include a hearing test (audio), vision test and drug screening. You should go to Workforce Health in Menomonee Falls for this physical, a map is attached. Their phone number is 262-253-5150. You should call ahead for an appointment. This offer of employment is contingent upon your passing the pre-employment physical.

Your starting salary will be \$33.65/hour (\$70,000/year), you will receive (2) weeks of vacation which will be accumulate at a rate of 3.077 hours on each paycheck throughout the year. Once you have received your Clerk Certification you will be eligible for a pay increase from the level 5 range to the level 6 range.

I trust that you will find Germantown a pleasant and enjoyable place to work. I look forward to working with you as a key part of our staff and that the association will be a long and successful experience for all.

Sincerely,

Steven R. Kreklow
Village Administrator

I, hereby accept the above offer of employment.


Signed _____ Date 6/16/23

Attachments: Summary of Benefits
Map showing location of Workforce Health in Menomonee Falls

cc: Erin M. Hirn, Support Services Manager (this copy to Personnel File)
Paula Winter, Senior Deputy Treasurer

Zachary Kessler

Summary

Master of Public Administration student looking to learn, grow, and develop professional skills related to municipal management. Eager to apply a broad range of experience with various government functions to a leadership role within a Wisconsin municipal organization. A passion for learning and a commitment to efficiency aid in building environments conducive to inclusion, curiosity, and growth. Recognized as a strong communicator with a track record of getting things done.

1. Experience

Deputy City Clerk / City of Wauwatosa, Wauwatosa, WI

SEPTEMBER 2022 – PRESENT

- Coordinated the scheduling of nearly 200 Election Inspectors for the 2023 Spring Election cycle.
- Developed an efficient and effective system for training Special Voting Deputies.
- Drafted the city's first Election Day Contingency & Emergency Response Plans.
- Communicated with local businesses to issue and renew liquor, tobacco, and weights & measures licenses.
- Responsible for drafting agendas and minutes for various meeting/governing bodies.
- Developed a procedure for requesting and offering tours of City Hall by organizing staff resources.

Management Trainee / City of Milwaukee Health Department - Laboratory, Milwaukee, WI

FEBRUARY 2022 – SEPTEMBER 2022

- Coordinated applications and quarterly progress reports for laboratory grants.
- Streamlined grant reporting by improving communication, clarifying staff requirements, and leveraging technology.
- Managed and conducted monthly billing/invoicing utilizing LIS AR system.
- Responsible for weekly supply and material procurement.
- Revised Quality Assurance and Performance Management policies.
- Facilitated the approval of a major lab re-design study by aligning the request with the scope of work of a Covid-19 grant.

Clubhouse Assistant / Milwaukee Brewers Baseball Club, Milwaukee, WI

MARCH 2018 – OCTOBER 2022

- As of March 2021, responsible for training and coaching incoming Clubhouse Assistants.
- Travelled with the team during the 2020 & 2021 seasons to assist in implementing Covid-19 preventative measures.

Recreation Clerical Associate / City of New Berlin – Recreation Department, New Berlin, WI
JUNE 2018 – AUGUST 2020

- Created a marketing campaign for the first Winter Fest, making impressions on nearly 70,000 Facebook users in the region.
- Revised the department webpage by simplifying the design and improving organization to increase user-friendliness.
- Drafted the seasonal Recreation Activity Guide using Microsoft Publisher on a tri-annual basis.
- Created a digital system for tracking department expenditures in an effort to increase transparency and financial accuracy.
- Coordinated ball diamond field scheduling for nearly 20 youth baseball and softball teams.
- Recruited vendors for department events, including local food trucks and breweries.

Planning Technician Intern / City of New Berlin – Dept. of Community Development, New Berlin, WI
SUMMER INTERNSHIP – 2015, 2016, & 2017

- Scanned print versions of project files and transformed them into digital files.
- Communicated with residents and developers to ensure an understanding of New Berlin's procedures, municipal code requirements, and comprehensive plan.

Education

Master of Public Administration / The University of Wisconsin – Oshkosh
SEPTEMBER 2022 – PRESENT

- Expected completion December 2024
- Relevant coursework: Municipal Management, Public Policy Analysis, Analytic Methods, Applied Economics

Bachelor of Science, Business Administration / Southern New Hampshire University
SEPTEMBER 2017 – NOVEMBER 2020

- Concentration in Public Administration
- Relevant coursework: Operations Management, Policy Analysis & Role of the Public, Public Fiscal Management, Program Evaluation & Accountability, Business Law

2. Memberships & Associations

Wisconsin Municipal Clerks Association / Active Member
JANUARY 2023 – PRESENT

International City/County Management Association / Student Member
JANUARY 2023 – PRESENT

Wisconsin City/County Management Association / Student Member
MARCH 2023 – PRESENT

3. Skills & Knowledge

Election Administration • Badger Book & WisVote Programs • Licensing Procedures and Regulations (Liquor, Tobacco, Weights & Measures) • Wisconsin Municipal Operations • Staff & Resource Planning • Legislative Management (Agendas & Minutes) • Records Management • Critical Thinking • Problem Solving • Collaboration • Workflow & Process Improvement • Grant Administration • Project Management & Budgeting • Database Organization • Customer Support • Social Media Management • Multi-variate modeling • Data Analysis • Policy Analysis • ICMA Code of Ethics • Emergency Planning & Management • FEMA NIMS Coursework: IS-00100.c, IS-00200.c, & IS-00700.b

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Authorization to enter into a contract for recruitment services for a Public Works Director and Village Engineer.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 230619 PAA Recruitment Services

RECOMMENDATION:

ACTION BY Committee:

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: June 19, 2023

AGENDA ITEM: New Business

ITEM TITLES: Authorization to enter into a contract for interim Director of Public Works services.

SUBMITTED BY: Steven Kreklow, Village Administrator

SUMMARY EXPLANATION:

Director of Public Works Director Larry Ratayczak informed the Village he will be retiring as of July 14th. In addition, the Village Engineer position has been vacant for an extended period of time. In the current labor market these positions are very difficult to fill. As a result, I am recommending that the Village contract with Public Administration Associates (PAA) for recruitment services for these two positions. While I have not had time to obtain a formal proposal from PAA they have informed me the cost will be between \$10,000 and \$15,000 for each position. Compared with other quotes I have received in the past, this is a reasonable price for these services. If the Village Board approves this request, I will report progress on the hiring process to the Public Works & Highways Committee each month.

Attached: Ordinance_____ Resolution_____ Other_____

Recommendation:

Authorize the Village Administrator to enter into a contract with Public Administration Associates for recruitment services for a Public Works Director and Village Engineer in an amount not to exceed \$30,000.

Board Action:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Authorization to enter into a contract for interim Director of Public Works services.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 230619 PAA Interim Public Works Director Services

RECOMMENDATION:

ACTION BY Committee:

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: June 19, 2023

AGENDA ITEM: New Business

ITEM TITLES: Authorization to enter into a contract for interim Director of Public Works services.

SUBMITTED BY: Steven Kreklow, Village Administrator

SUMMARY EXPLANATION:

Director of Public Works Director Larry Ratayczak informed the Village he will be retiring as of July 14th. An interim appointment to this position is necessary in order to efficiently fulfill the department's duties and responsibilities. The Village does not currently have anyone on staff with the engineering background and expertise to perform this function. As a result, I am recommending that the Village contract with Public Administration Associates (PAA) for interim Public Works Director services. While I have not had time to obtain a formal proposal from PAA they have informed me they have one or two candidates who may be qualified and available for the position. The hourly rate for these services would be approximately \$70-\$90 per hour plus expenses, and I anticipate requiring approximately 24 hours per week, for a two to three month period until we are able to fill the Public Works Director position. If the Village Board approves this request, I will provide a monthly update to the Public Works & Highways Committee.

Attached: Ordinance_____ Resolution_____ Other_____

Recommendation:

Authorize the Village Administrator to enter into a contract with Public Administration Associates for interim Public Works Director not to exceed \$30,000.

Board Action:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Facility Usage Agreement Between the Village of Germantown
and the Germantown School District

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Facilities Agreement 2022-2024

RECOMMENDATION:

ACTION BY Committee:

FACILITY USAGE AGREEMENT
BETWEEN THE VILLAGE OF GERMANTOWN
AND THE
GERMANTOWN SCHOOL DISTRICT

The Village of Germantown (the Village"), a Wisconsin Municipal Corporation represented by its Village Board of Trustees ("Village Board") and the Germantown School District ("the District"), a Wisconsin Public School District represented by the authority of the Germantown School District Board of Education ("School Board"), collectively referred to as "the Parties", hereby enter into an Intergovernmental Agreement to serve their common interests and that of the community pursuant to the authority provided for in Section 66.0301, Wis. Stats., as set forth below.

WHEREAS, the Village operates several community programs for its residents. The District school buildings and grounds contain facilities (the "Facilities") that are suitable for use as sites for many of these Village programs; and

WHEREAS, the parties have previously been party to an Intergovernmental Agreement for the shared use of District facilities, the most recent of which expired on June 30, 2022 and the Parties wish to renew that relationship

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth in this Agreement, the Parties agree as follows:

1. **Purpose.** The Village may make reasonable use of the Facilities for its educational and recreational programming in such a manner and under such terms as described in this Agreement. All programming shall be lawful, consistent with the legal obligations and limitations applicable to either governmental entity, including but not limited to the maintenance of safety and security in school facilities, respect for constitutional obligations of each Party, and consistent with the established rules and regulations governing the use of its Facilities for, among other purposes, compliance with insurance requirements.
2. **Right of Usage.** The Village is permitted nonexclusive use of the Facilities for its programming needs. Given the nature of the programming, the volume of usage it involves, recurring nature of said programs, and the Parties interest in avoiding conflicts with other Facilities usage requests, the Village shall communicate its Facilities needs to the District for each period of programming at the earliest possible time after such programming schedule is established and the Village has engaged in efforts to communicate programs to the public, but in no later than the following dates:

For Programming from August 25 to August 24
Online scheduling opens annually on July

By July 15

The Village's schedule of activities and events presented to the District under this section shall include (a) start date/end date of the program/event; (b) a brief description of the program/event;

(c) the Facilities required for the program/event; (d) the approximate number of hours the program/event will require Facilities during the duration period of the program/event identified by the Village. The District shall notify the Village within 5 business days of its receipt of a schedule of any known conflicts for Facilities usage requests and the Parties shall work in good faith together to identify suitable alternatives if appropriate. The Village shall notify the District of unneeded hours a minimum of 2 weeks prior to usage so no rental fee is incurred. This notice allows the District the ability to accommodate other user requests.

3. **Compliance with Policies.** The Village acknowledges that the Facilities are governed by District policies enacted by the School Board and amended by the School Board from time to time. Such policies are available on the district's website or by request from District officials. To the extent that they are applicable to third-party users of the Facilities, the Village is responsible for compliance with those policies, except as provided herein to the extent the terms of this Agreement are in conflict with policy.
4. **Term of Agreement.** This Agreement shall commence with the beginning of Programs scheduled by the Village to begin on or after September 1, 2022. This Agreement shall continue for a period of two (2) years through the conclusion of the summer programs of the Summer of 2024.

All programs currently operating or that will start prior to that date shall be governed by the terms of the Parties agreement which expired June 30, 2022, but which has continued to be and shall continue to be the Agreement governing the Parties relationship relative to the subject matter herein until such time as this Agreement takes effect.

5. **Fee Associated with Programming and Usage.** This Agreement shall govern the payment and assessment of facilities and program fees pertaining to the Village programming which will utilize the Facilities and shall first apply to programs that begin on or after August 31, 2022. All fee rates are based on the District policy fee schedule for Priority 2 users. If the Village contracts with a 3rd party provide to use the District Facilities fees rates are based on the District policy fee schedule for Priority 4 users. The current fee schedule is available on the district's website and may be adjusted no more frequently than bi-annually by the Board.
 1. **Program.** The Village may set participant or user fees for its programs as it deems appropriate. Nothing in this Agreement shall restrict or otherwise govern the manner in which such fees are established, except that the Village agrees to permit all School District residents the right to participate in programs governed by this Agreement at the same rate as Village of Germantown residents.
 2. **Fee Waivers.** The Board may grant a fee waiver or fee reduction for programs directly related to school services.

3. **Village Fee Waiver.** The Village shall waive all inspection, permit, plan examination, conditional use, and all similar fees under \$1000 when requested by the School District.
4. **Assessed Fee Parity.** If another organization uses District facilities for a program comparable to one offered by the Village, the District will not assess the Village a higher fee than that assessed to the other organization.
6. **Schedule of Payments.** The Village shall remit payment to the District no more than 30 days following the end of each program or activity that used the Facilities. For programs that are ongoing programs throughout the school year, payment shall be remitted within 30 days of the conclusion of each term (semester or summer) of the school calendar.
7. **Tracking of hours of Usage.** The Village shall track the number of hours it uses the Facilities for each programming session and shall, as soon as practicable, send usage to the District. The District will inform the Village of any discrepancies and both parties shall work in good faith together to reconcile the total hours of usage and rates.
8. **Facility Security Measures.** The Village shall comply with all security measures put in place by the District to control and monitor access to school Facilities as per Board policy. The District Administration shall coordinate with Village representatives to develop procedures for Village programming to assure compliance with such security and/or safety measures. Such measures may include access screening, background checks, limited building access points, mandatory check-in/check-out procedures, or other such measures implemented by the District. The Village shall use the District facilities without GSD staff supervision on site, but shall be responsible for the safety and security of the buildings and grounds during usage.
9. **Insurance.** The Village shall maintain fire and extended liability insurance, and other risk insurance as required by Village policy or School Board policy and shall provide the District with a certificate of insurance showing the level of coverage and expressly providing the Village with coverage for occurrences in or at the Facilities during the Village's use for its programs/events.
10. **Maintenance, Repairs, Damage.** The District shall maintain the facilities consistent with its own standards of maintenance. The Village shall record the condition of the Facilities being used prior to each period of usage and report any damage or excessive wear and tear observed, whether prior to usage or in the course of its usage, as soon as practicable to do so. The Village shall return the Facilities in the same condition it found them, subject to normal wear and tear associated with the permissible activity, including without limitation the clean-up of any activity, the and disposal of all waste generated by or due to the activity, and return of any equipment or furniture to its position prior to the Village's use. The Village shall notify the District immediately in the event the Village becomes aware of any equipment or furniture that needs repair/replacement or is unsafe.

11. **Damage, Destruction, Force Majeure.** In the event any of the Facilities shall be damaged, destroyed, or otherwise unusable, in whole or part, due to fire, natural disaster, or other force outside the control of the District, the District may either cancel the permitted usage of the program/event scheduled for the affected space; or may provide suitable alternative facilities. The District will promptly determine whether, and if so on what schedule, any such damaged Facilities will be repaired and returned to service. The District shall not be responsible for any damages to the Village or to its users for the loss of suitable Facilities under this paragraph.
12. **Termination.** Either party may terminate this agreement upon the breach of the other provided that the non-breaching party provides a notice of the breach and at least 30 days to cure the breach. If the breach was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure. If after 30 days either the breach is not cured or the breaching party has not made good faith efforts to cure the breach, the non-breaching party may immediately terminate the Agreement. If the breaching party is making good faith efforts to remedy the breach, but has not done so after 30 days-notice, the non-breaching party may terminate this agreement on a date certain by providing a notice of termination no fewer than 30 days from the stated date of termination.

Unless either Party provides the other with 30 days-notice any time after the expiration of the current Term stating that Party's intent not to renew the Agreement, the Parties agree to act in good faith to timely extend the Agreement and shall, if no agreement extending the Term of this Agreement has been reached by its expiration, continue to operate under the Terms as exist at the time of expiration except that the then-current fee schedule adopted by the School District shall apply to all new programs/events scheduled.

13. **Indemnification.** The School District and the Village each agree to defend, indemnify, and hold harmless the other parties' employees, officers, directors, agents, and authorized representatives from and against any and all claims, demands, suits, losses, damages, expenses, obligations, judgements, or other forms of liability to third parties, actual or claimed arising out of (i) the indemnifying party's breach of its representations, warranties, and agreements herein; (ii) any injury to property or persons occurring or allegedly occurring in connection with the negligence or intentionally wrongful act or omission of the indemnifying party or its employees, officers, directors, contactors, and authorized representatives or guests, invitees of any kind with respect to the Facilities; or (iii) any damage or harm to the Facilities, the School District's land, buildings, parking lots, sidewalks or to third parties as a result of the indemnifying party.

14. **Assignment.** The School District shall have the right at any time during the Term to sell or convey the Facilities, or to assign its rights, title and interest under this Agreement in whole or in part. In the event of any such sale or assignment, the School District shall be relieved from and after the date of such transfer or assignment of any further obligations under this Agreement as to such Facilities, except as to those which have arisen prior to such assignment or transfer.
15. **Relationship of Parties.** This agreement does not create the relationship of principal and agent, or of partnership or joint venture, or of any association or relationship between the parties, including as to any program or event which uses the Facilities under the terms of this Agreement.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This agreement shall be deemed to amend and restate any prior written agreements relating to the Facilities. This Agreement shall not be modified, amended, or supplemented in any manner, except by an instrument in writing executed by the Parties.
17. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when sent via certified mail or hand delivered and addressed to and delivered to the following:

If to the Village:

Village of Germantown
Attn: Village Administrator
N112 W17001 Mequon Road
Germantown, WI 53022-0337

If to the School District:

Germantown School District
District Administration Offices
Attn: District Administrator
N104 W13840 Donges Bay Road
Germantown, WI 53022-4499

Other forms of communication may constitute notice provided that the designated recipient of such notice actually receives said notice, which shall be determined by affirmative acknowledgement. Such notice may include by e-mail, fax, courier, or other such method.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Wisconsin, without giving effect to any choice or conflict of law provision or rule.
19. **Waivers.** No waiver by any Party of any default, misrepresentation, or breach of warranty or hereunder, whether intentional or not, shall be to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
20. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
22. **Force Majeure.** If either party is prevented from carrying out its obligations under this Agreement by beyond its reasonable including acts or omissions of the party, acts of God or of government not a party to this Agreement, natural disasters or storms, fire, act of terrorism, explosion, riot, war, political strike, labor disputes, failure or delay of third party transportation, or the availability of raw materials, then such party's performance of its obligations hereunder shall be excused during the period of such and the for performance of such obligations shall be automatically extended by the same period.

IN WITNESS WHEREOF, the Village and School District have entered into this Agreement as of the date set forth above.

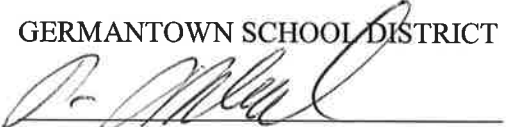
VILLAGE OF GERMANTOWN

Village President

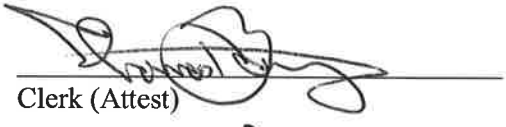
Village Clerk (Attest)

Park & Recreation Chair

GERMANTOWN SCHOOL DISTRICT



Board President



Clerk (Attest)



Superintendent

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the Village of Germantown for Acquiring Lands for Greenseams and Comprehensive Outdoor Recreation Plan.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Draft_MMSD-Germantown_ICA

RECOMMENDATION:

ACTION BY Committee:

**Intergovernmental Cooperation Agreement
between the
Milwaukee Metropolitan Sewerage District
and the
Village of Germantown
for
Acquiring Lands for Greenseams® and Comprehensive Outdoor Recreation Plan**

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and the Village of Germantown (Germantown), acting through its County Board Chairperson.

2. Purpose

The purpose of this Agreement is to codify responsibilities for land acquisition towards Germantown's village-wide trail system and open space plan.

3. Basis for this Agreement

- A. WHEREAS, through Wis. Stat. §200.31(1), the District is obligated to manage drainage of the sewerage service area, including reducing the risk of flooding; and
- B. WHEREAS, the District's Greenseams® Program assists in providing environmentally responsible flood management through preserving natural ponding and undeveloped floodplain areas, along with linear corridors of open space that allow streams, rivers and associated wetlands and floodplains to function as naturally as possible while accommodating stormwater and floodwater flows; and
- C. WHEREAS, the District acquires natural floodwater systems through land acquisitions, where the land or the interest in land is purchased, and the District seeks a local unit of government or land trust to transfer ownership; and
- D. WHEREAS, the District's sewerage service area and Germantown's municipal boundary coincide; and
- E. WHEREAS, Germantown identified through a public process the priority to develop a village-wide trail system and open spaces through their 2021-2026 Comprehensive Outdoor Recreation Plan (CORP); and
- F. WHEREAS, Germantown would need to acquire land to meet the future recreational needs of the Village as outlined in the CORP; and

- G. WHEREAS, the objectives of the District's Greenseams® floodwater management program and Germantown's CORP coincide, and both the District and Germantown seek to partner on acquiring land that meets the objectives of both parties; and
- H. WHEREAS, coordinated efforts between the District and Germantown will provide better results than could be achieved by acting separately.

4. Effective Dates

This Agreement becomes effective upon signing by both parties and terminates on December 31, 2027 unless extended in writing by both parties.

5. District Responsibilities

The District will:

- A. Meet with Germantown to review parcels of interest, perform outreach to landowners, negotiate purchase, and fund and complete land acquisitions; and
- B. Work with Germantown to transfer ownership of newly acquired lands to Germantown while holding a conservation easement; and
- C. Support Germantown efforts to secure federal, state, and local grant funding to implement project activities; and
- D. Review ecological restoration and stewardship plans and activities that restore or enhance rain/snow infiltration, water quality, subsurface biomass, habitat, diversity, and weather resiliency; and
- E. Allow Germantown and its contractors access to sites; and

6. Germantown Responsibilities

Germantown will:

- A. Meet with the District to review parcels of interest and answer question as needed; and
- B. Work with the District to transfer ownership of newly acquired lands to Germantown while the District maintains a conservation easement; and
- C. Support the District's efforts to secure federal, state, and local grant funding to implement project activities; and
- D. Perform and fund ecological restoration and stewardship activities that restore or enhance rain/snow infiltration, water quality, subsurface biomass, habitat, diversity, and weather resiliency; and

E. Allow the District and its contractors access to sites; and

F.

7. Access

Any right of access necessary for the project, including but not limited to Rights of Entry, Temporary or Permanent Access Easements, Temporary Construction Easements, and Licenses, shall be granted by the issuing party to the recipient or its contractor without cost. All permanent easements necessary for the project shall be granted without cost, executed at the time of signing of this Agreement, and provided to the District to hold in escrow until such time as District determines all District obligations under this Agreement have been completed.

8. Modifying and Amending Agreement

Any modification or amendment to this Agreement must be in writing and signed by both Parties.

9. Severability

If a court finds any part of this Agreement unenforceable, the remainder of this Agreement continues in effect provided that the essential purpose for this Agreement can still be accomplished.

10. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

11. Conflicts of Interest

No officer, employee, or agent of the District or Germantown who has any responsibility for implementing this Agreement may have any interest in:

- A. any consultant, contractor, or vendor providing services to a producer or landowner receiving funding under this Agreement; or
- B. any land benefitting from funding under this Agreement.

12. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee or Washington County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit

Court for either Milwaukee or Washington County.

13. Notices

A. For Germantown, the contact person is:

Name
Village of Germantown
N112 W17001 Mequon Road
Germantown, Wisconsin 53022
(262) XXX-XXXX
Email

B. For the District, the contact person is:

Kristin Schultheis, Senior Project Planner
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
(414) 225-22276
kschultheis@mmsd.com

14. Termination

This agreement will terminate at the end of the agreement period, unless an extension of the agreement is executed by both parties. To terminate this Agreement prior to the end of the agreement period, a Party shall provide 30 days prior written notice to the other Party. The notice shall indicate the effective date of termination and the reasons for termination.

15. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

16. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

17. Indemnification

The District and Germantown will be liable for their own negligent acts, errors, and omissions.

18. Funding

Each Party is responsible for funding its obligations as described herein. If the County or the

District is unable to fund its obligations under this Agreement, the parties shall meet and confer to determine whether to suspend, modify, or terminate this Agreement.

19. Third Parties

This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF GERMANTOWN

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
XX
Village of Germantown Executive

Date: _____

Date: _____

Approved as to form

Countersigned

Attorney for the District

Village Clerk

Approved as to form

Attorney for Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Agreement with Greystone Partners Inc. for redevelopment and property acquisition services. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 19, 2023

PLACEMENT: Action Item

ITEM TITLE: Acquisition of Grosenik Property - N116 W15843 Main Street and W157 N11593 Fon du Lac Avenue. The Village Board may enter into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee: