MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE & TIME:	**Monday, May 5, 2025 at 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room** **N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting **#:2551 455 8667** Password: **ywM4qU5krp2** which can be accessed by phone at **408-418-9388** or by clicking the link below: **https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m49bcd70fc98c6f1696315d2744b3586a**

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to **comments@germantownwi.gov** by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded VillageBoard 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:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

VII. **APPOINTMENTS TO BOARDS, COMMITTEES, OR COMMISSIONS:**

A. Confirmation of Ethics Board Appointment (Action)

VIII. **CONSENT AGENDA:**

A. Minutes from April 21, 2025 (Action)

B. Change of Police Department Command Structure (Action)

IX. **UNFINISHED BUSINESS:**

X. **PUBLIC HEARINGS:**

XI. **NEW BUSINESS:**

A. Application for an Amended Outside Premise Extension: Matteo's Mexican Grill; W156N11058 Pilgrim Rd (Action)

B. Application for Renewal of Second Hand Article Dealer Mall or Flea Market License: Pilgrim Antique Mall; W156N11500 Pilgrim Rd; Beverly J Solomon (Action)

C. Producer Full-Service Retail Sales Application: Component Brewing for Hops & Hounds event on July 11, 2025, at Homestead Hollow County Park (Action)

D. Josh Tarantino, Agent for LAW Development, Property Owner, and Wendland Nursery & Wendland Landscape Services, Inc.; Amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property for the parcel located at W172N10415 Division Road (Action)

E. Paul & Christine Ryan, Property Owners, W168N12394 Century Lane. Conditional Use Permit (CUP) Application for a Mother-In-Law Suite (Action)

F. Resolution Authorizing the Issuance and Sale of Not Exceed $9,980,000 Taxable General Obligation Promissory Notes, Series 2025A (Action)

G. Resolution Authorizing the Issuance and Sale of Not Exceed $4,165,000 General Obligation Promissory Notes, Series 2025B (Action)

H. Potential Policy on the Amount of Multi-Family Housing Development in the Village of Germantown (Discussion)

XII. ADJOURNMENT:

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.

Notice is hereby given that a possible quorum of other boards, committees, and/or commissions may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

Village of Germantown

MEMO

TO: Village President Soderberg and Village Administrator Kreklow

CC: Chief Deputy Clerk Kasie Miller and Deputy Clerk Maddy Laufenberg

FROM: Village Clerk, Donna Ott

DATE: April 30, 2025

SUBJECT: Appointments to Boards / Committees / Commissions

BOARD	NAME OF APPOINTED	TERM DATE
Ethics Board	Glenn Gaskill	5/1/2025 thru 4/30/2028

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**Monday, April 21, 2025 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.*

Village President Bob Soderberg called the Village Board meeting to order at 7:00 PM.

II. ROLL CALL:

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jolene Pieper, Trustee Jan Miller, Trustee Meg Cutts, Village President Bob Soderberg, Trustee Kristen Borst
Also Present: Village Administrator Steve Kreklow, VIllage Clerk Donna Ott, Finance Director Matthew Uselding, Park & Recreation Director Gil Standridge, Community Development Director Jeff Retzlaff, Associate Planner Jordan Yanke, Village Attorney Brian Sajdak

III. PLEDGE OF ALLEGIANCE:

IV. PRESIDENT'S REPORT:

President Soderberg provided an overview of his goals for his time in office, thanked his predecessor Dean Wolter, and welcomed Trustee Borst to the Village Board.

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

Trustees announced the dates and times of upcoming meetings and events.

VI. CITIZEN INPUT: *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

Lynne Shauer Bednarz (W156N10121 Pawnee Ct) spoke regarding meeting procedures and the budget.

Doug Loman (W180N9881 Riversbend Cir W) spoke regarding TID #10.

Melanie Smythe (N140W17938 Cedar Ln) spoke to welcome President Soderberg and Trustee Borst to the Village Board.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding the Ascension purchase and New Business Item G (Refund of CUP Application Fee to Greg Kamyszek).

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding board structure.

Tom Barney (N105W16775 Old Farm Rd) spoke regarding New Business Item G (Refund of CUP Application Fee to Greg Kamyszek).

Charlie Hargan (W169N11504 Biscayne Dr) spoke regarding the upcoming Mai Fest event.

Susan Bernhard (N120W14709 Friestadt Rd spoke regarding traffic on Friestadt Rd.

VII. APPOINTMENTS & RE-APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS:

A. Term Dates Effective 2025

Motion 1: Approve as presented
Motioned By: Trustee Baum
Seconded By: Trustee Kaminski

Motion to Amend: Pull the Plan Commission appointment for discussion
Motioned By: Trustee Baum
Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Borst
No: Village President Soderberg, Trustee Cutts
Abstain: None

Motion to Amend Carried by Voice Vote (Yes 7, No 2, Abstained 0)

Motion 2: Reappoint Trustee Baum to the Plan Commission
Motioned By: Trustee Baum
Seconded By: Trustee Kaminski

Yes: Trustee Baum, Trustee Kaminski, Trustee Pieper
No: Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
Abstain: None

Motion 2 Failed by Roll Call Vote (Yes 3, No 6, Abstained 0)

Trustee Borst stated that her employer is reviewing her appointment to the General Government & Finance Committee, so her appointment was not voted on.

Motion 1, excluding Trustee Borst's appointment to the General Government & Finance Committee:

Yes: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: Trustee Baum, Trustee Pieper
Abstain: None

Motion 1 Carried by Roll Call Vote (Yes 7, No 2, Abstained 0)

VIII. CONSENT AGENDA:

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

A. Minutes: April 7, 2025

B. Dispatch Incentive Pay

IX. UNFINISHED BUSINESS:

A. Contract for Turf Management Plan with Total Lawn Care for 2025-2026

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

X. PUBLIC HEARINGS:

XI. NEW BUSINESS:

A. Resolution Authorizing the Issuance and Sale of Up to $953,025 Water System Revenue Bonds, Series 2025A and Providing for Other Details and Covenants With Respect Thereto

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

B. Village of Germantown Community Development Department - Proposed Text Amendments to Sections 14 (Building) and 17 (Zoning) of the Village of Germantown Municipal Code.

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

C. Trio Engineering, LLC, Agent for Charles Smith, Property Owner - W148N12470 Pleasant View Drive; Application for Rezoning a portion of property from the A-1: Agricultural District to the Rs-1: Single-Family Residential District and a portion of property from the A-1: Agricultural District to the A-2: Agricultural District, and a 2-Lot Certified Survey Map.

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Rick Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None

Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

D. Donald Thoma, Accurate Surveying & Engineering, LLP Agent for Shepherd ETAL, property owners, N104 W21677 Willow Creek Road (GTNV312-993) and Laskowski Revocable Family Trust, property owner N101 W21628 Birch Lane (GTNV312-990); Rezoning to and from the RS-1: Single-Family Residential and A-2: Agricultural Districts and two (2) Certified Survey Maps (CSM) for a Land Exchange and Property Line Adjustment.

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Jan Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

E. Savannah Wehinger, Property Owner and Agent for John and Christine Ceremuga, and Daniel and Christina Ihde, Property Owners - W204N10530/10558/10578 Hilltop Drive; Application for Rezoning portions of property from the Rs-1: Single-Family Residential District to the Rs-4: Single-Family Residential District and a portion of property from the Rs-4: Single-Family Residential District to the Rs-1: Single-Family Residential District, and a Certified Survey Map to accommodate the adjustment of property lines between three (3) existing parcels.

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Jan Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

F. Crew Carwash, Inc., Agent for Dahm Properties 74 LLC, Property Owner - N96 W17500 County Line Road; Conditional Use Permit (CUP) Approval Extension Request.

Motion: Approve as presented

Motioned By: Trustee Pieper
Seconded By: Trustee Jan Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

G. Refund Conditional Use Permit (CUP) Application Fee to Greg Kamyszek, Agent for BioResearch Associates Inc.

Motion: Approve as presented
Motioned By: Trustee Kaminski
Seconded By: Trustee Jan Miller

Yes: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: Trustee Baum
Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 1, Abstained 0)

H. Discussion and Possible Action related to enforcement of the Outdoor Entertainment Permit

Motion: Accept staff recommendation
Motioned By: Trustee Kaminski
Seconded By: Trustee Pieper

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

I. Resolution Establishing a 2025 Fee Schedule for Weights & Measures Devices Required Under Section 12.26 of the Municipal Code

Motion: Approve as presented
Motioned By: Trustee Rick Miller
Seconded By: Trustee Jan Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst

No: None
Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

J. Collective Bargaining Agreement Between Germantown Professional Police Association Local 306 and the Village of Germantown. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as the Board deems appropriate.

Motion: Approve as presented
Motioned By: Trustee Pieper
Seconded By: Trustee Kaminski

Yes: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, Trustee Cutts, Village President Soderberg, Trustee Borst
No: Trustee Baum
Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 1, Abstained 0)

XII. ADJOURNMENT:

Village President Soderberg adjourned the Village Board meeting at 8:37 PM.

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

GERMANTOWN, WI

MEETING DATE: April 7, 2025
AGENDA ITEM: Action Item
ITEM TITLE: Command Structure Update
SUBMITTED BY: Chief Patrick Merten

SUMMARY EXPLANATION:

In 2021, Chief Snow made a recommendation to implement a command structure of 6 sergeants, 3 lieutenants, and 1 captain. The reinstatement of the sergeants was to create a shift commander that was not burdened with administrative tasks. Due to all of the retirements that have occurred over the past 3 years, it has become important to make sure the sergeants are on the road assisting our younger officers and not handling as many administrative tasks.

I am presenting a command structure of 2 captains, 3 lieutenants, and 6 sergeants. The additional captain that I am presenting would be and administrative (support services) captain that would oversee the added clerical positions after the dispatch consolidation, a lieutenant in-charge of detectives, and implementation of technology equipment.

The Administrative Captain position would not add an additional body to the department. The police department is currently approved for 42 sworn officers. Out of the 42 positions, we are currently 6 officers short since January 2025 and 1 additional since April 2025. This captain position will not add another sworn officer, it will re-structure the current staffing that we have.

One of the duties of Administrative Captain would be overseeing the implementation of the Accreditation Process that was started 6 years ago. This is an in-depth process that involves policy reviews, procedures, security procedures, finding proofs of reports to match with policies, and property room audit. The FLOCK cameras, open records, Pro-Phoenix, administer/implementation of technology equipment, community events, and other administrative tasks are a few of the responsibilities. These are only some of the assignments that the captain would oversee.

ATTACHMENT: ORDINANCE___ RESOLUTION_____ OTHER__X__

Copy of proposed new command structure, staffing levels, and job description

RECOMMENDATION:

Background

At the April 7, 2025 Public Safety Committee meeting, Chief Merten proposed a modification to the Police Department's Command Structure through the addition of a second Captain position. This change is intended to enhance leadership capacity, improve departmental oversight, and address supervisory gaps.

Following discussion, the Public Safety Committee directed the General Government and Finance Committee to review the financial feasibility of implementing the new Captain's position in 2025 and to identify sustainable funding strategies for future years.

2025 Funding Outlook

As of January 1, 2025, the Village has realized notable salary savings due to the following vacancies:

- Four unfilled Patrol Officer positions
- Two unfilled Patrol Officer positions (Non-Referendum)
- One unfilled Captain position (previously held by Chief Merten)

Estimated Salary Savings (January–June 2025):

- **Patrol Officer Vacancies:** $65,811 (Non-Referendum)
- **Captain Vacancy:** $31,116
- **Total Savings: $96,927**

These temporary savings may be used to fund the new Captain's position in 2025 without impacting the adopted budget.

Long-Term Fiscal Considerations (2026 and Beyond)

While current vacancy savings provide a short-term solution, the addition of a permanent Captain position requires a sustainable long-term funding approach.

- **Estimated Annual Cost of Captain (salary + benefits):** $170,000
- **Estimated Cost Increase Compared to Patrol Officer:** +$68,000 annually

Funding strategies to be evaluated include:

- Budget reallocation within the Police Department or General Fund
- Staffing level adjustments or reclassifications
- Identification of new revenue sources or operational efficiencies
- Strategic use of levy capacity

Funding Options

Option 1: Convert One Patrol Officer Position and Utilize Dispatch Consolidation Savings

This option would maintain the same number of sworn personnel by converting a Patrol Officer position to a Captain, and offset the cost difference through dispatch contract savings and salary differentials.

Cost Components	Amount	Offset Sources	Amount
Captain's Position	$170,000	Patrol Officer Position	$102,000
		Top Officer Pay Differential	$24,000
		Baycom Contract Savings	$29,955
		General Communications Maintenance	$8,700
		Police Department Communications	$5,443
Total	**$170,000**	**Total**	**$170,098**

Option 2: Convert One Patrol Officer and Reclassify Lieutenant to Sergeant

This scenario includes converting a Patrol Officer to a Captain and downgrading a Lieutenant position to a Sergeant to generate additional savings.

Cost Components	Amount	Offset Sources	Amount
Captain's Position	$170,000	Patrol Officer Position	$102,000
		Top Officer Pay Differential	$24,000
		Lieutenant to Sergeant Change	$32,592
		Dispatch-Related Savings	$11,408
Total	**$170,000**	**Total**	**$170,000**

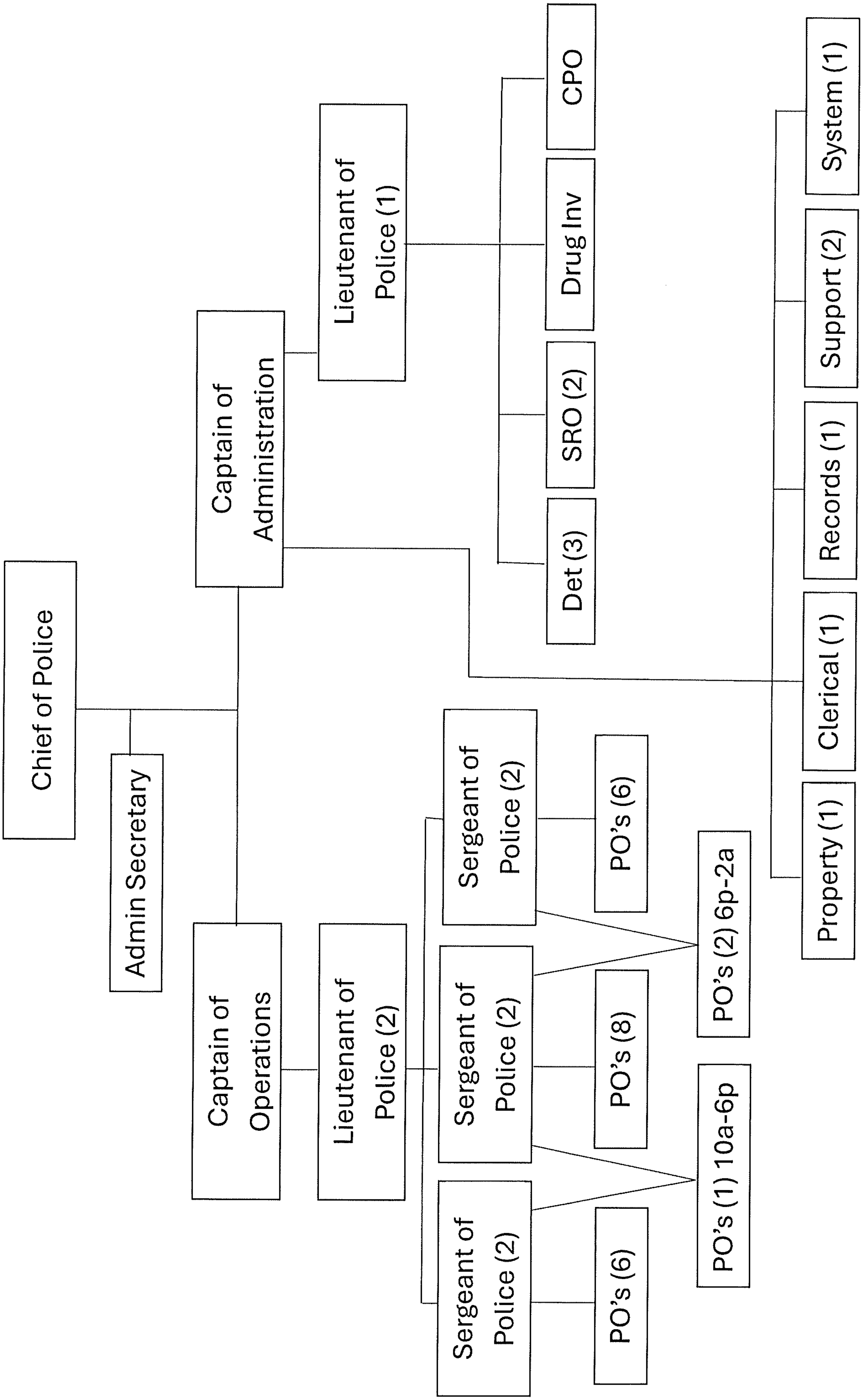
Option 3: Fund Position in 2025 Using Vacancy Savings; Address Long-Term Strategy in 2026 Budget

Under this option, the Village would fund the Captain's position in 2025 using the $96,927 in identified salary savings. Future funding needs would be addressed during the 2026 budget process.

Conclusion

Each option provides a viable path to implement the proposed command structure update. Options 1 and 2 offer structurally balanced approaches by reallocating existing resources. Option 3 allows for immediate implementation while deferring long-term funding decisions.

Staff recommends the Committee review these options and provide direction on a preferred path forward.


Chief of Police
Admin Secretary
Captain of Operations
Captain of Administration
Lieutenant of Police (2)
Lieutenant of Police (1)
Sergeant of Police (2)
Sergeant of Police (2)
Sergeant of Police (2)
PO's (6)
PO's (8)
PO's (6)
PO's (1) 10a-6p
PO's (2) 6p-2a
Det (3)
SRO (2)
Drug Inv
CPO
Property (1)
Clerical (1)
Records (1)
Support (2)
System (1)

Captain of Police – Support Services Division

1. The Captain of Police assigned to the Support Services Division is responsible for coordinating the resources required for the support functions of the Department.

2. This position reports to the Chief of Police.

3. Major duties and responsibilities:

   a) Review, track and provide required information regarding Support Services resources to assist in preparing the Department budget.

   b) Provide assistance in the selection and promotion of Department employees assigned to the Support Services Division.

   c) Monitor and recommend appropriate support personnel levels and similar staffing information to the Chief of Police.

   d) Supervise, guide, and counsel all employees assigned to the Support Services Division through direct and subordinate supervision.

   e) Monitor assigned employees to ensure compliance with Department directives, policies, procedures, rules, and orders.

   f) Monitor, review, and recommend to the Chief of Police any needed updates to Department rules, regulations, and Policies & Procedures.

   g) Review, approve, and process payroll time sheets for accuracy and completeness.

   h) Prepare performance evaluations for all Lieutenants, System Specialist, Support Specialist, Records Clerk, Property Clerk and Clerk Typist assigned to the Support Services Division.

   i) Review performance evaluations for all other employees assigned to the Support Services Division.

   j) Investigate use of force, employee issues, and rule violations as assigned by the Chief of Police.

   k) Investigate citizen complaints regarding the Department as assigned by the Chief of Police.

   l) Administer the implementation of technology within the Department.

   m) Administer the purchase of equipment and contractual services within the Department.

n) Attend meetings with Department staff, Village staff, other jurisdictions, and similar bodies as assigned by the Chief of Police.

o) Maintain positive relationships with vendors, purchasing agents, and maintenance contract providers.

p) Perform a variety of other circumstantial duties assigned by the Chief of Police.

q) Complete reports as required.

4. Position requirements.

a) A non-probationary sworn member of the Germantown Police Department Command Staff.

b) Satisfactory evaluations for three years immediately preceding the exam date.

c) No total discipline in excess of the Police and Fire Commission limits:

i. Three days of suspension within one year of the exam date.

ii. Four to six days of suspension within two years of the exam date.

iii. Seven to ten days of suspension within three years of the exam date.

iv. Eleven days of suspension within four years of the exam date.

d) Must be a Wisconsin State Certified Law Enforcement Officer or the ability to be certified upon appointment.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Application for an Amended Outside Premise Extension: Matteo's Mexican Grill; W156N11058 Pilgrim Rd (Action)

SUBMITTED BY: Kasie Miller, Chief Deputy Clerk

SUMMARY EXPLANATION:

Matteo's Mexican Grill holds an Original Combination Class "B" /"Class B" Retail License for the sale of fermented malt beverages and intoxicating liquors for the July 1, 2024, to June 30, 2025, licensing year. Additionally, for the 2024-2025 licensing year, they were approved for an Outside Premise Extension to include a small front patio in the walkway area in front of the building, which is in use during normal business hours (Mon-Thur 11am-9pm, Fri 11am-10pm, Sat & Sun 8am-9pm).

Karla M Cortes of Matteo's Mexican Grill submitted an application to amend their Outside Premise Extension to include a 20'x30' patio area in the front parking lot adjacent to the building for additional outdoor seating. Additionally, Celso Ordonez of Matteo's Mexican Grill has applied with the Community Development Department for a Temporary Use Permit for this area, which is still pending approval as of 04/30/2025. The area described above would be in use from May 12, 2025, until October 12, 2025, during normal business hours.

ATTACHMENT:

1. Application for Amended Outside Premise Extension for Matteos Mexican Grill

STAFF RECOMMENDATION:

The Clerk's Office recommends approval of the Amended Outside Premise Extension pending the approval of the Temporary Use Permit issued by the Community Development Department.

ACTION BY Committee:

Amended 24-25 Extension

Village of Germantown

N112 W17001 Mequon Road
Germantown, WI 53022

Clear Form

OUTSIDE PREMISE EXTENSION APPLICATION

Application for Class "B" Beer & "Class B" Liquor License

Outside Premise Extension

From May 2025
To temporary

- Additional permits or approvals may be required by other Departments (sign permits, temporary use permits, building permits, electrical permits, etc.). You are responsible for obtaining those permits prior to approval of this application. Contact Community Development at 250-4735 for further information.
- Approved licenses are valid upon issuance and expire June 30 the following year, unless otherwise noted for One Time/Special Events. If there are any changes to the previously approved application, site plan approval and Plan Commission review will be needed.

☒	Annual Extension Request	$25
☐	One Time/Special Event Extension Request	$25
	Total:	

IF YOUR APPLICATION SHOULD BE DENIED BY THE VILLAGE BOARD, THE FEES ARE NON-REFUNDABLE.

Applicant Name: Karla M Cortes
Phone Number: [redacted]
Email: Matteosmexican@gmail.com

Name of Licensed Premise: Matteo's Mexican Grill

Street Address of Licensed Premise: W156 N11058 Pilgrim Rd
City: Germantown
State: WI
Zip: 53022

Describe the area of outside extension. You MUST include a detailed drawing of the area with dimensions and access points
4 cars spaces Temporary patio front of the Restaurant 30 X 20' area. Will be set up by 10 - 12 of May 2025 (upon TUP approval)

One Time/Special Events - List Dates and Times of Event (Municipal Code limits time to 10:00pm unless otherwise authorized by Village Board)
Annual Extensions - List Times In Use
Side Walk seating
Temporary patio in 4 Parking Spaces 30x20

I hereby certify that the answers on this application are complete, true and correct to the best of my knowledge and belief and make application for an Extension of Premise in the Village of Germantown, Wisconsin, subject to the provisions and limitations of Wisconsin Statutes and Germantown Municipal Code, and hereby agree to comply with all laws, resolutions, ordinances, and regulations, affecting said activity, if a license be granted to me.

Karla M. Cortes — Applicant Signature
04/29/25 — Date

For Office Use Only: Date:________ Initials:__________ Amount Paid:__________ Receipt #__________________

Community Development Reviewed:__________ Plan Commission Date(New/Changes Only):____________ Date 300'Noticed Mailed:__________

Police Chief Date Notified______ Police Dept:_____Approve or_____Deny (Attach basis for denial). Police Chief or Designee :________Date:________

Fire Chief Date Notified_______ Fire Dept:___Approve or Deny (Attach basis for denial). Fire Chief or Designee Approval: _________Date:________

Public Safety Meeting Date________ Approved/Denied (Circle One) Village Board Meeting Date__________ Approved/Denied (Circle One)

License Number:____________ Village Clerk Approval:_______________________

OUTSIDE PREMISE EXTENSION

POLICY & PROCEDURE

1. Requests for outside premise extension shall be made in writing to the Village Clerk and shall identify the date(s), time(s) and description of area to be used.

    a. If application is made with the renewal of a Class "B" Beer or "Class B" Liquor License, the outside premise description shall also be accurately described and included in the legal description of the licensed premises.

2. A drawing accurately describing the location of the outside premise shall be attached to the application. Such description shall include the dimensions and access points of the outside premise.

    a. If this is a new or a change to a permanent outside extension, site plan approval is required from the Plan Commission. Contact the Village Community Development Department for an application form and required information.

3. NO ALCOHOL BEVERAGES shall be served or consumed and NO amplified sound or outdoor lighting, other than customary safety and security lighting, shall be permitted within an outdoor licensed premise between the hours of 10:00 p.m. and 8:00 a.m. unless as otherwise authorized by the Village Board at the time of license issuance subject to such conditions found to be necessary to minimize the impact of such use upon surrounding properties including limiting the dates and times of operation and requiring technological reasonable steps to minimize noise and other impacts.

4. All applications shall be referred to the Police Chief and Fire Chief for review and recommendation.

5. All property owners within 300 feet of the proposed outside premise shall be notified of the pendency of application and the date(s), time(s) and location, when the request will be considered by the Public Safety Committee. This shall be done by first class mail, approximately 10 days prior to the scheduled meeting for original applications only

    a. This is not required for renewal applications.

6. The Public Safety Committee shall review the request, consider the recommendations of the Police and Fire Chiefs, and make a recommendation to the Village Board regarding issuance.

7. It is preferred, but not required that access to the outside premise shall be from the interior of the licensed premises. There may be a fire exit in the outside premise but may not allow for access from the outside.

8. Fencing of the outside premise shall be considered on a case by case basis.

Village of

Germantown

...Willkommen

SCANNED

Fee Must Accompany Application
☒ $210 Date Paid 4/23 Received By: [illegible]
chK#1275

TEMPORARY USE PERMIT APPLICATION

Please read and complete this application carefully (please write legibly). All applications must be signed and dated. Attach additional sheets or include supplemental information as necessary to further explain and support your application.

APPLICANT OR AGENT: Celso Ordonez

Address: [redacted]

Phone: [redacted]

FAX:

E-Mail: Matteosmexican@gmail.com

PROPERTY OWNER(S): Karla M. Cortes

Address: [redacted]

Phone: [redacted]

FAX:

E-Mail:

Address of Property, Parcel ID Number(s) or General Location of Proposed Temporary Use:

W156 N11058 Pilgrim Rd Germantown WI 53022

DESCRIPTION OF TEMPORARY USE: *(attach plans and/or separate pages as necessary)*

Temporary Use(s), Buildings, Structures, etc: Tables, chairs, tents and a barrier surrounding set-up. (Umbrella's etc.) Barrier's will be made out of planters with a concrete base and logs as support

Proposed Starting and Ending Dates: From May-12-2025 TO 12-october-2025

Days and Hours of Activities (if any): Similar with business hours From 11Am to 9pm Monday to Sunday (Friday 11AM - 10PM)

Type of Activities and/or Products: patio with tables and umbrellas serving food, beverage and alcohol.

Sanitary Facilities (trash, toilets, etc): Thrash cointain will be inside of the business

Security Measures and/or Emergency Services Provided:

RECEIVED
APR 23 2025
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

Temporary Use Permit Application

Utility or Services (sanitary, water, electrical, etc.): N/A

Parking and loading: N/A

Describe any noise, lighting, smell/odor, dust, etc. associated with the Temporary Use:
Temporary Signage (requires separate fee): just hear the voices of customers talking and eating. that would be the noise and probably smell mexican food. there will be a sing that says " Please see host to be seating"

APPLICATION SUBMITTAL REQUIREMENTS (to be submitted at time of application):

<u>All Amendment Applications:</u>

- ☑ Complete Application Form (Affidavit of Understanding and signatures required)
- ☑ Application Fee
- ☐ Additional Sheet(s) needed to discuss and/or explain the temporary use being proposed
- ☐ Detailed Plat of Survey or Site Plan of the land upon which the temporary use is proposed at a scale of 1" = 50' or other suitable scale necessary to accurately present:
  - Exterior boundary of the land subject of the map amendment
  - Concept plan showing the general size and location of the proposed temporary use in relationship to existing property lines, buildings or structures, natural features, etc. as may be necessary to further explain and/or support the proposed temporary use.

AFFIDAVIT OF UNDERSTANDING & INTENT TO COMPLY

Please read and indicate that you understand and agree to the following (initial in box):

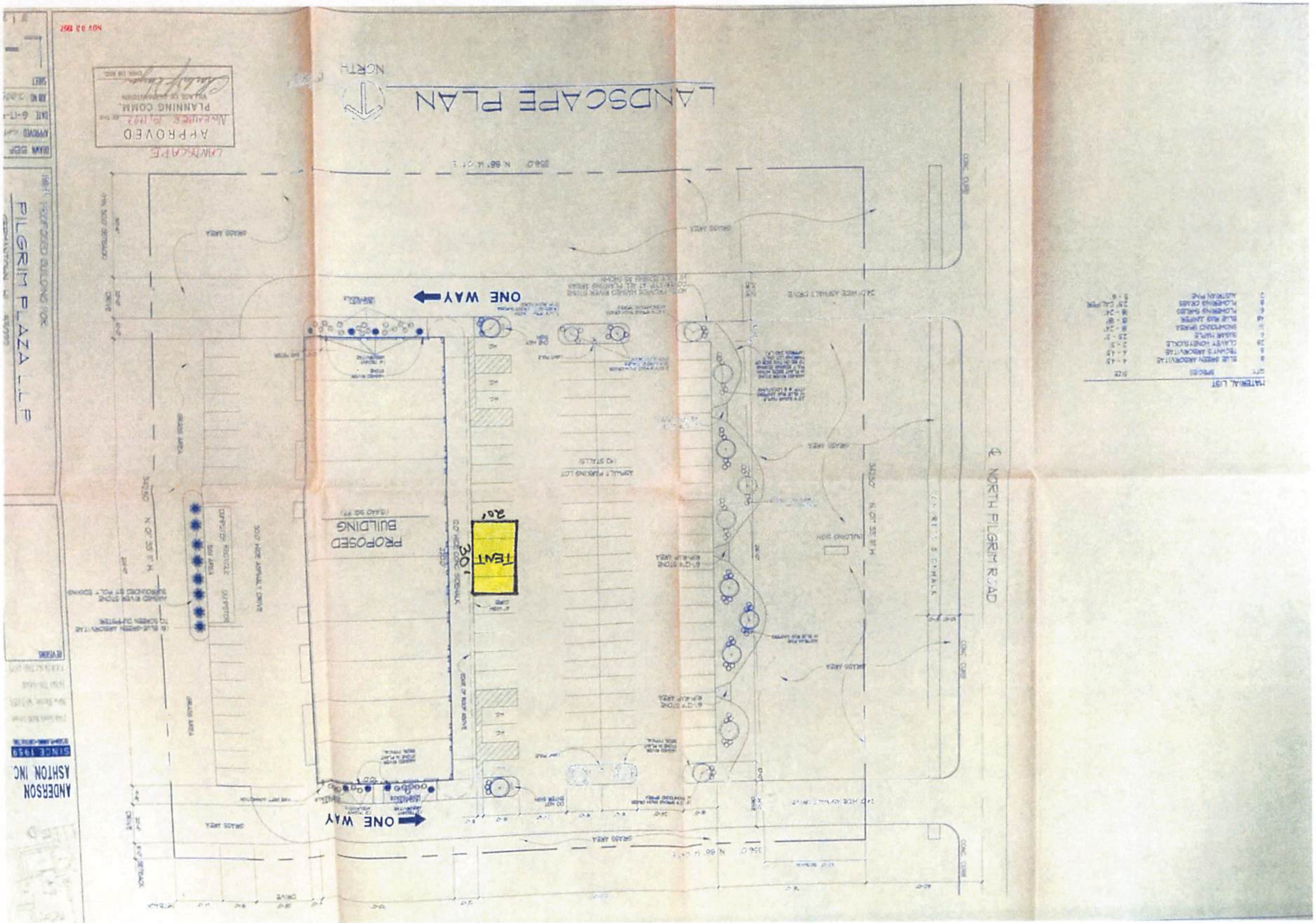
[CC] I understand that Village Staff, the Plan Commission and/or the Village Board may request additional information to properly evaluate this application and failure to provide such information may be sufficient justification to deny this application;

[C.C] I understand that, regardless of the justification and/or information provided in support of my application, the Village is under no obligation to approve my application as requested;

[C.C] I am aware that I am obligated to fulfill and continually be in compliance with any/all conditions of approval for this temporary use permit, and, that failure to do so may constitute a violation of the Village's Zoning Code and may result in the issuance of a municipal citation among other remedies.

ALL APPLICATIONS MUST BE SIGNED/DATED BY THE APPLICANT/AGENT <u>AND</u> PROPERTY OWNER(S)

[signature]	04/20/25	Karla Cortes	04/20/25
Applicant/Agent	Date	Property Owner	Date
Applicant/Agent	Date	Property Owner	Date


LANDSCAPE PLAN
NORTH
LANDSCAPE
APPROVED
PLANNING COMM.
ONE WAY
ONE WAY
PROPOSED BUILDING
TENT
20'
30'
NORTH PILGRIM ROAD
MATERIAL LIST
PILGRIM PLAZA L.L.P
ANDERSON
ASHTON INC.

Wisconsin Department of Agriculture, Trade and Consumer Protection
Bureau of Consumer Protection
2811 Agriculture Drive, PO Box 8911, Madison WI 53708-8911
Phone: (800) 422-7128 FAX: (608) 224-4677 TDD: (608) 224-5058
Email: Website:

LICENSE APPLICATION for

- **Pawnbroker**
- **Secondhand Jewelry Dealer**
- **Secondhand Article Dealer**
- **Secondhand Article Dealer Mall or Flea Market**

Wis. Stat. § 134.71

Completion of this form is mandatory; failure to fully complete this form will result in denial of the license application. Personally identifiable information may be used for purposes other than for which it is originally being collected. *Wis. Stat. § 15.04(1)(m).*

CHECK ALL THAT APPLY:

☐ Original application ☒ Renewal

TYPE: ☐ Pawnbroker ☐ Secondhand Jewelry Dealer ☒ Secondhand Article Dealer ☒ Mall or Flea Market

INSTRUCTIONS:
NATURAL PERSON (INDIVIDUAL) LICENSE – Complete Sections 1, 2, 3 and 6
PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

FIRST NAME	MI	LAST NAME	HOME TELEPHONE NUMBER
Beverly	J	Solomon	[redacted]

SEX	RACE	DATE OF BIRTH	PLACE OF BIRTH (City, State, Country)
F	W	[redacted]	Milw WI.

ADDRESS STREET	CITY	STATE	ZIP
[redacted]	[redacted]	WI	[redacted]

LIST ALL STATES APPLICANT PREVIOUSLY RESIDED: X

IS APPLICANT A: ☒ Natural Person (Individual) ☐ Corporation ☐ Limited Liability Company ☐ Partnership

(SECTION 2) CONVICTION RECORD

Has the applicant, been convicted or adjudicated of any of the following **within the last 10 years** where the circumstances of the offense substantially relate to the circumstances of the licensed activity:

a felony?	☐ YES	☒ NO
a misdemeanor?	☐ YES	☒ NO
a statutory violation punishable by forfeiture?	☐ YES	☒ NO
a county or municipal ordinance violation?	☐ YES	☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction or penalty information:

Attach additional sheets if necessary.

(SECTION 3) BUSINESS INFORMATION

BUSINESS NAME	ADDRESS STREET	CITY	STATE	ZIP	PHONE NUMBER
Pilgrim Antiq Mall	W156 N11500 Pilgrim Rd	Germantown	WI	53022	(262) 250-0240
OWNER'S NAME	**ADDRESS STREET**	**CITY**	**STATE**	**ZIP**	**PHONE NUMBER**
Beverly Solomon	[redacted]	[redacted]			
BUSINESS MANGER'S NAME	**ADDRESS STREET**	**CITY**	**STATE**	**ZIP**	**PHONE NUMBER**
X					( ) -
BUILDING OWNER'S NAME	**ADDRESS STREET**	**CITY**	**STATE**	**ZIP**	**PHONE NUMBER**
Tom Solomon	[redacted]				

IMPORTANT: More questions on next page.

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 6) CORPORATION INFORMATION

Corporation Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 7) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of *Wis. Stat. §§ 134.71, 943.34, 948.62 or 948.63.*

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Beverly J. Solomon	Beverly J. Solomon
YOUR SIGNATURE	PRINT NAME

FOR ADMINISTRATIVE USE ONLY

LICENSING AUTHORITY	LICENSE NUMBER ASSIGNED	DATE EFFECTIVE	CLERK

FEES RECEIVED:	Pawnbroker Bond	$	Secondhand Article License	$
	Pawnbroker License	$	Secondhand Dealer Mall/Flea Market License	$
	Secondhand Jewelry License	$	TOTAL FEE:	$

FOR LAW ENFORCEMENT USE ONLY

☐ Recommend Approval ☐ Recommend Denial (Attach explanation.)

Investigating Office Signature: Date:

Print Name of Investigating Officer:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Producer Full-Service Retail Sales Application: Component Brewing for Hops & Hounds event on July 11, 2025, at Homestead Hollow County Park (Action)

SUBMITTED BY:

SUMMARY EXPLANATION:

Effective May 1, 2024, *2023 Wisconsin Act 73* authorizes eligible producers (manufacturers, rectifiers, wineries, and breweries) to make full-service retail sales at their production premises and up to three off-site retail outlets.

Component Brewing submitted to the Clerk's Office *AB-105 Producer Full-Service Retail Sales Application* and is requesting approval of *Unlimited Transfer Full-Service Retail Outlet* to sell beer at the Hops & Hounds event on July 11, 2025, from 4:00PM-8:00PM at Homestead Hollow County Park. The Village must fill out *Part G* of the application and return to the Applicant prior to the Applicant's submittal to the State for review/approval. For *Part G, Question 1*: we as the municipality are allowed to limit the scope of what the business sells (ex. if they sell beer, wine, and liquor, but we only want them to sell beer, we can limit their offerings.) For *Part G, Question 2*: we as the municipality can limit other activities, such as operating hours. The State conducts the background checks on the applicant and verifies the business is allowed to hold the requested type of license prior to issuance.

Additionally, the State has provided additional information/faq's to assist municipalities as this form is still relatively new:

What is the difference between a fixed and unlimited transfer full-service retail outlet? Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

Can a municipality limit authorized sales at a full-service retail outlet? Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees. Some examples of limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.

Does a producer need licensed operators (bartenders)? Yes. There must be one or more licensed operators in charge of the premises. An operator's license is often called a "bartender's license." Not all bartenders must hold operator's licenses, but there must be at least one licensed operator in charge of the premises. If the premises is large, with several serving areas, bar areas, etc., licensed operators must oversee each distinct area to supervise and direct unlicensed persons who may be selling/serving alcohol beverages.

ATTACHMENT:

1. 7.11.25 Hops and Hounds Homestead Hollow Application_Redacted

STAFF RECOMMENDATION:

ACTION BY Committee:

Save Print Clear

Form **AB-105**

Producer Full-Service Retail Sales Application

Date 04/21/2025

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor) Kowalske Brewing	
2. Business Name or DBA Component Brewing	3. Agent Name David Kowalske
4. FEIN 82-4547890	5. Wisconsin Seller's Permit Number 456-1030207982-06
6. Wisconsin Producer Permit Number 309-1030207982-02	7. Producer Type ☑ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier
8. Contact Person's First Name David	9. Last Name Kowalske — 10. M.I. E
11. Contact Person's Phone [redacted]	12. Contact Person's Email [redacted]

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
☐ Less than 250 barrels	☐ Less than 1,500 liters	☐ Less than 1,000 gallons
☑ 250 - 2,499 barrels	☐ 1,500 - 4,999 liters	☐ 1,000 - 4,999 gallons
☐ 2,500 - 7,499 barrels	☐ 5,000 - 34,999 liters	☐ 5,000 - 24,999 gallons
☐ 7,500 or more barrels	☐ 35,000 or more liters	☐ 25,000 or more gallons
Calendar year: 2024	Calendar year:	Calendar year:
Quantity: 400	Quantity:	Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date	2. Production Premises Address	
3. City	4. State	5. Zip Code
6. County	7. Governing Municipality ☐ City ☐ Town ☐ Village of:	

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? . . . . ☐ Yes ☐ No
If yes, complete boxes 2 through 9.

2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City	5. State	6. Zip Code	
7. County	8. Governing Municipality ☐ City ☐ Town ☐ Village of:		9. Premises Phone Number

Continued ⟶

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of:	18. Premises Phone Number	

19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

20. Will you operate a restaurant on the premises? . . . ☐ Yes ☐ No

21. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable) Hops & Hounds	
2. Dates of Operation (attach a schedule, if necessary) July 11, 2025	3. Hours of Operation 4-8PM
4. Premises Address N120W19809 Freistadt Rd	
5. City Germantown	6. State: WI — 7. Zip Code: 53022
8. County Washington	9. Governing Municipality ☐ City ☐ Town ☑ Village of: Germantown
10. Organizer of Event (if not the named applicant) Samantha Murray	11. Email and/or Phone Number for Organizer of Event Samantha.Murray@washcowisco.gov
12. Organizer Website https://www.washcowisco.gov/	13. Event Website N/A

14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Outdoor county park. Event would be held behind the barn and would include live music, food trucks, vendors, and our beer trailer for on-premises sales.

15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
Murray, Samantha	[redacted]	

18. Will you operate a restaurant on the premises? . . . ☐ Yes ☑ No

19. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

20. What alcohol beverages does the permittee produce? (check all that apply) ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

21. How will customers be served? (check all that apply) . . . ☐ Samples ☑ On-premises consumption ☐ Off-premises consumption

Continued →

Part F: Attestation

Who must sign this application?

- sole proprietor
- general partner of a partnership
- corporate officer
- member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
	04/21/2025

Last Name	First Name	M.I.
Kowalske	David	E

Title	Email	Phone
Member	[redacted]	

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? . . . . ☐ Yes ☐ No

2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? . . . . ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official	5. First Name	6. M.I.

7. Signature of Municipal Official	8. Date

9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F.

Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or "doing business as" name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller's permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person's name.
- Box 11: Enter contact person's phone number.
- Box 12: Enter contact person's email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
  - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
  - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
  - The municipality should complete Part G and return it to the producer applicant.
  - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

  Wisconsin Department of Revenue
  Division of Alcohol Beverages
  P.O. Box 8934
  Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: DOR Alcohol Beverage (wi.gov)
Write: DORAlcohol@wisconsin.gov
Call: (608) 264-4573

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Josh Tarantino, Agent for LAW Development, Property Owner, and Wendland Nursery & Wendland Landscape Services, Inc.; Amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property for the parcel located at W172N10415 Division Road (Action)

SUBMITTED BY: Jordan Yanke, Associate Planner

SUMMARY EXPLANATION:

Josh Tarantino, Agent for LAW Development, Property Owner, and Wendland Nursery & Wendland Landscape Services, Inc.; Amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property for the parcel located at W172 N10415 Division Road in the Alt Bauer Neighborhood.

ATTACHMENT:

1. STAFF REPORT_WENDLAND NURSERY
2. CUP ORDINANCE_WENDLAND NURSERY_05.05.25
3. APPLICATION
4. PROJECT NARRATIVE
5. SITE PLAN
6. BUILDING PLANS
7. CUP #6-89
8. SITE IMAGES
9. NOTICE OF PUBLIC HEARING

STAFF RECOMMENDATION:

APPROVE an amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property for the parcel located at W172 N10415 Division Road, subject to (8) conditions as listed in the draft CUP ordinance.

ACTION BY Committee:

Plan Commission recommended to **APPROVE** an amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property for the parcel located at W172 N10415 Division Road, subject to (8) conditions as listed in the draft CUP ordinance.

CONDITIONAL USE PERMIT (CUP) &
SITE PLAN REVIEW APPLICATIONS
05/05/25 Village Board Meeting

Josh Tarantino / Wendland Nursery / LAW Development

Village Staff Report & Recommendation ***Germantown, Wisconsin***

SUMMARY

Josh Tarantino, Agent for LAW Development, Property Owner, and Wendland Nursery & Wendland Landscape Services, Inc.; Amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property; and Site Plan Review for a proposed 2,560 sqft square greenhouse on the property located at W172 N10415 Division Road in the Alt Bauer Neighborhood.

Property Location: W172 N10415 Division Road

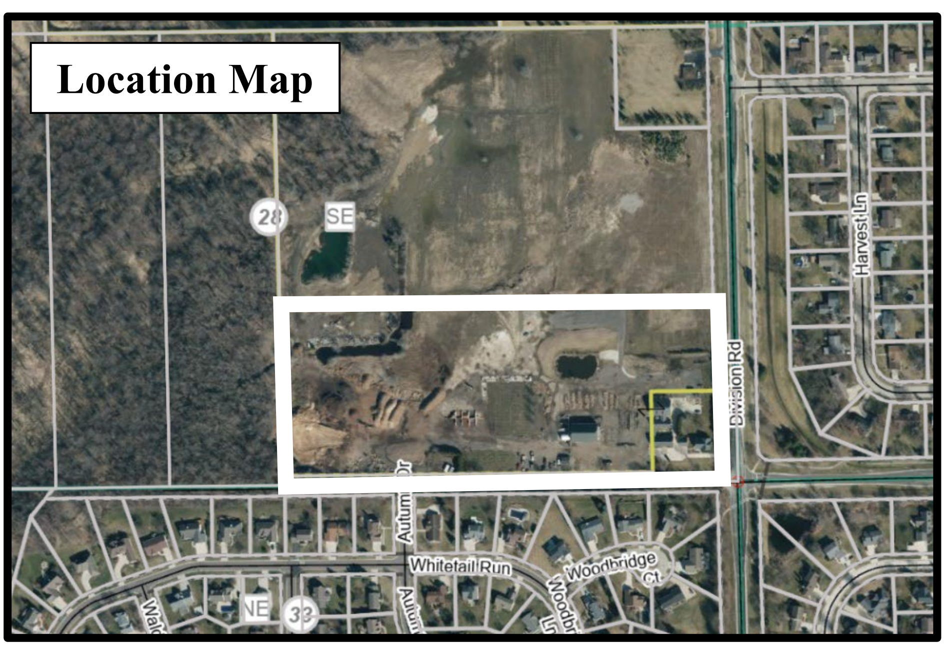
Applicant/ Owner:

Josh Tarantino
W172 N10415 Division Rd
Germantown, WI 53022

LAW Development
W172 N10415 Division Rd
Germantown, WI 53022

Zoning: A-2: Agricultural District

Adjacent Land Uses		**Zoning**
North	Agricultural/Institutional	A-1/I
South	Residential	Rs-5
East	Residential/Institutional	Rs-4/I
West	Agricultural	A-2



Background/Proposal
Josh Tarantino, Agent for LAW Development, Property Owner, and Wendland Nursery & Wendland Landscape Services, Inc.; Amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property; and Site Plan Review for a proposed 2,560 sqft square greenhouse on the property located at W172 N10415 Division Road in the Alt Bauer Neighborhood.

The Wendland business was established in the 1980s. The Village issued the previous owner, Russell Wendland, a Conditional Use Permit (CUP) in 1989 which allowed for the "operation of nursery and retail sale of products not grown on the site and associated gardening/nursery materials". A copy of the original CUP is attached for reference. Over time the business has grown and evolved into a multi-faceted business including landscape and horticultural services, in addition to accessory snow plowing services during winter months. A link to the business website is provided here: Wendland Nursery Website

Like the business itself, the Village Zoning Code has changed since 1989 to specifically provide for the type of horticultural services (i.e. landscape/hardscape services) and snow removal services (i.e. plowing) that the Wendland operation provides and that are typical and customary for business operations in Southeastern Wisconsin. Given the changes to the zoning code and the business itself, the owner submitted an application to update/revise the original CUP to accurately reflect and permit the current business operations. Note that this CUP filing is also intended to update and assign current ownership, which is listed as LAW Development on the submittals.

As presented in the application, Josh Tarantino of Wendland Nursery is also proposing a 2,560 square foot greenhouse that is to be used as flex space allowing the business to house temperature sensitive plant material and indoor classes associated with the business. The project involves removal of three (3) buildings to accommodate the placement of the greenhouse that will be adjacent to other existing structures on site. Given the proposed greenhouse, the applicant was also required to submit for site plan review and approval. The proposed business hours and number of employees are based on "peak" season and "off season" for the landscape/nursery component and winter months for the accessory plowing services. The details of each are listed below:

- Landscape/Nursery Peak Season (May – June)
  - M-F (7:00am – 6:00pm)
  - Saturday (7:00am – 4:00pm)
  - Sunday (10:00am – 2:00pm)
  - 25-30 employees
- Landscape/Nursery Off Season (Other Months)
  - M-F (9:00am – 5:00pm)
  - Saturday (9:00am – 5:00pm)
  - 4-8 employees
- Snow Plowing Services (Winter Months; November – March)
  - No set days/hours, operations based on snowfall; 9 drivers/trucks

Conditional Use Permits (CUP)

This project proposes an amendment to an existing Conditional Use Permit (CUP No. 06-1989). The details of what is requested under the application are listed below. Note that the amendment is intended to revise/update the conditions that were originally tied to CUP No. 06-1989 and add horticultural services to the permit.

- Conditional Use Permit in A-2: Agricultural District
  - Operation of Nursery and Retail Sale of Nursery Products Not Grown on Site and Associated Gardening/Nursery Materials
  - Horticultural Services

Site Plan

The site is approximately 15 acres and contains several structures, customer and employee parking areas, designated areas for nursery products and sales, bulk material storage and supply, and other accessory uses. The following is a list of pertinent site plan features that will exist on the property:

- 2,560 sqft greenhouse (proposed) for flex space and indoor activities.
- 1,950 sqft building with offices and front desk sales to customers.
- 2,400 sqft accessory barn structure with heated workspace.
- 4,000 sqft accessory supply barn for storing supplies and equipment.
- 2,600 sqft farmhouse used as rental.
- 560 sqft accessory building for employee use.
- 450 sqft detached garage.

Parking, Access, and Traffic Circulation

Access to the site will remain as is, with a driveway entrance from Division Road that leads to an existing customer parking area near the sales office. Another driveway, which is an existing gravel drive, serves the site from Division Road and is partially located on the subject property and is also located within Village right-of-way. The right-of-way was originally platted and reserved for Donges Bay Road if extended west from its intersection with Division Road. According to past aerial imagery, the driveway entrances and their configuration, including the portion within the Village right-of-way, appear to have been in place since the business was granted its original approval in 1989.

No changes are proposed to the paved customer parking area near the sales office building. There are five (5) parking spaces in this area with an additional six (6) spaces in the existing gravel lot adjacent to the west. Employee parking will continue to be located on sections of the paved area just east of the accessory white barn, north of the proposed greenhouse. There is also a large parking area for employees in the gravel yard west of the accessory supply barn. This area is gate-restricted allowing access to employees only. Please see the attached site plan for reference to these areas.

Storm Water Management

Storm water runoff from the site flows towards an existing pond located in the middle of the site. Runoff also flows further west and northwest to another pond and natural wetland/floodplain areas on and adjacent to the site.

Landscaping and Buffering
No landscaping is proposed. The site is currently screened by a row of evergreen trees and other plantings along Division Road. There is also screening between the site and the existing subdivision to the south, which is Lone Oaks Subdivision.

Lighting
No site lighting is proposed. A light pole providing illumination to the customer parking area and a light pole providing light to the gravel sales/nursery yard exist and are shown per attached site plan/photos. There are also lights mounted on areas of the existing structures to provide security lighting on premises.

Signage
No exterior signage is proposed. An existing monument sign is located near the customer driveway entrance off Division Road.

Staff Comments
Community Development: Planning and Zoning
The zoning for the site is A-2: Agricultural District, and the proposed site improvement (greenhouse) complies with applicable district regulations. The project site is in the *Alt Bauer Neighborhood* under the Village’s 2050 Comprehensive Plan, which supports existing uses in the neighborhood.

Within the A-2 District a nursery/garden center with retail sale of nursery products not grown on site requires a Conditional Use Permit (CUP). The same is true for “Horticultural Services”. While there are no significant changes requested under the CUP amendment to the nursery/garden center/retail sales (outside of updating the conditions), the primary component of the request is to add horticultural services to the CUP and note the accessory snow plowing services to accurately reflect present day operations for the business.

The reason these uses require a CUP is due to the fact the operations vary in the type and number of activities that are performed and services offered, and the CUP review process is meant to evaluate a proposal specific to a site. The Wendland operation includes the storage and movement of stone, sand/soil products, plantings, and mulch to/from the property. The business portfolio includes landscape and hardscape services, in addition to the nursery/garden center and snow removal services during the winter months. Although the business has been in place for many years and prior to most of the now surrounding residential developments, including Lone Oaks Subdivision to the south (final platted in 1994), staff recommends a condition of approval that requires the owner/operator to work cooperatively with the Village in the event any complaints are received about the operation.

As mentioned previously, there is Village right-of-way extending west from Division Road. This right-of-way was originally platted to be reserved for a future extension of Donges Bay Road west. It extends along the southern boundary of the project site and is unimproved. Based on a review of the project site, it appears there are encroachments associated with the business/site into the right-of-way. Although there are no immediate plans to improve the right-of-way (i.e. extend Donges Bay Road west), staff is recommending a condition of approval that the property owner/operator work with the Village to pull back/relocate any identified encroachments emanating from the project site at a time that the Village improves the right-of-way.

Community Development: Inspection Services
Approved plans and a building permit for the greenhouse are required through SAFEBuilt of Wisconsin, the Village's Inspection Services Department.

Public Works/Village Engineer
The Village Engineer confirms that there are no grading/plan requirements for the 2,560 square foot greenhouse, as the new impervious area added is less than the 5,000 square foot threshold that triggers the need for a Green Infrastructure (GI) plan per Milwaukee Metropolitan Sewerage District (MMSD) standards. If/when this threshold is met by any proposed improvements in the future, the owner will be required to submit the necessary grading plan showing compliance with storm water management requirements.

Due to a planned roadway project for Division Road, a new right-of-way plat along Division Road where the project site is located will be established. While this will impact the location of the parcel's front property line (i.e. right-of-way line), it does not impact the greenhouse proposal or services/activities provided by Wendland Nursery. A condition of approval is recommended to reflect that a new right-of-way plat is in process.

Village Forester
No comments.

Fire and Police Departments
No comments.

VILLAGE STAFF RECOMMENDATIONS

APPROVE an amendment to Conditional Use Permit (CUP) No. 06-1989 allowing horticultural services and the retail sale of nursery products not grown on the property for the parcel located at W172 N10415 Division Road, subject to the following conditions:

1. The uses and activities allowed on the property shall be limited to those uses and activities specified in the Conditional Use Permit (CUP) application and supporting site plan documents dated February 24, 2025. Days and hours of operation shall be limited to those specified in the CUP supporting documents submitted to the Village.
2. The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount, or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Zoning Administrator.
3. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the Conditional Use Permit (CUP) may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.
4. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premises advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
5. All future site improvements, including all building, parking area, landscaping, storm water management facilities, signage, exterior lighting, and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be submitted for review and approval by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
6. Building permits and commercial building code plan approval are required for the planned demolition of buildings and new building (i.e. greenhouse). Contact SAFEbuilt staff in Inspection Services at Village Hall prior to any work for more information.
7. Pursuant to Section 17.47 of the Zoning Code, if the Village observes and/or receives complaints regarding negative impacts associated with and/or created by business-related activities conducted on the property, including but not limited to noise, dust or other airborne materials, the Property Owner/Operator shall work with the Village to identify the source of such impact(s), evaluate alternative mitigation measures, and implement a mutually-agreeable solution to mitigating the impact(s).
8. This Conditional Use Permit (CUP) shall be non-transferable. In the event

there is a change in the owner of the property and/or operator of the nursery providing "retail sale of nursery products not grown on the property" or "horticultural services" business for which this CUP was issued, this CUP shall become null and void. If a new property owner and/or business operator wants to operate a business that provides "retail sale of nursery products not grown on the property" or "horticultural services", a new CUP would have to be obtained pursuant to Sections 17.13 and 17.42 of the Zoning Code in order for the new property owner/operator to operate said business from this property. This condition shall only be applicable in cases where a proposed transfer of the CUP is to a non-family member of the current owner/operator. (ADDED BY PLAN COMMISSION)

APPROVE the site plan and building plans submitted by Josh Tarantino of Wendland Nursery for a 2,560 square foot greenhouse for property is located at W172 N10415 Division Road, subject to the following conditions:

1. This approval is for the site plan sheets submitted with the site plan application dated February 24, 2025, and for various plan sheets that comprise the building plans prepared by the Wisconsin Greenhouse Company, dated February 10, 2025. If revised plan sheets are necessary, each revised sheet shall contain the date of said revision clearly stamped in the lower right corner.
2. Site plan shall be revised to denote correct setback distances from Structures 1, 2, 4, 6, and the greenhouse, from the front/eastern property line. Site plan shall also be revised to denote correct setback distances from Structures 3 and 5 from the southern property line.
3. One (1) ADA parking space shall be installed to meet accessibility standards. The site plan shall be revised to show the additional ADA space.
4. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premises advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
5. Property Owner/Operator shall work with the Village to remove/relocate any identified encroachments emanating from the project site into the right-of-way abutting the property to the south at a time that the Village improves the right-of-way.
6. Property Owner/Operator acknowledges a planned roadway project for Division Road and that a new right-of-way plat along Division Road where the project site is located will be established.

CUP # __-2025 Document No.	CONDITIONAL USE PERMIT Document Title

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

Whereas the Applicants:
Josh Tarantino, Agent for Wendland Nursery and Landscape Services, Inc., Applicant and
LAW Development, Property Owner

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

Now, therefore, this permit is issued to allow a nursery and "retail sale of nursery products not grown on the property" and "horticultural services" from the property located at W172 N10415 Division Road pursuant to Section 17.13(2)(k) and (r) of the Village Zoning Code.

Name & Return Address:
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Parcel Identification No:
GTNV_284-998

On the following described property located in the Village of Germantown, Washington County, Wisconsin:
Lot 3 of Certified Survey Map No. 2999, recorded in the Washington County Register of Deeds Office on December 18, 1986 in Volume 17 of Certified Survey Maps on Page 99, as Document No. 503372, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin. Also that part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin, described as follows: Commencing at the Southeast Corner of Section 28, Township 9 North, Range 20 East; thence Northerly along the East line of said Section 264.50 feet; thence Westerly at a right angle 247.00 feet; thence Southerly at a right angle 264.50 feet; thence Easterly at right angle on the South line of said Section, 247.00 feet to the place of beginning.

Tax Key No: 284-998
Address: W172 N10415 Division Road

Pursuant to the following condition(s):

1. The uses and activities allowed on the property shall be limited to those uses and activities specified in the Conditional Use Permit (CUP) application and supporting site plan documents dated February 24, 2025. Days and hours of operation shall be limited to those specified in the CUP supporting documents submitted to the Village. (Reference Exhibit A attached for details.)
2. The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount, or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Zoning Administrator.
3. If the use, activities and/or operation subject of this permit falls out of conformity with

the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the Conditional Use Permit (CUP) may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.

4. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premises advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
5. All future site improvements, including all building, parking area, landscaping, storm water management facilities, signage, exterior lighting, and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be submitted for review and approval by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
6. Building permits and commercial building code plan approval are required for the planned demolition of buildings and new building (i.e. greenhouse). Contact SAFEbuilt staff in Inspection Services at Village Hall prior to any work for more information.
7. Pursuant to Section 17.47 of the Zoning Code, if the Village observes and/or receives complaints regarding negative impacts associated with and/or created by business-related activities conducted on the property, including but not limited to noise, dust or other airborne materials, the Property Owner/Operator shall work with the Village to identify the source of such impact(s), evaluate alternative mitigation measures, and implement a mutually-agreeable solution to mitigating the impact(s).
8. This Conditional Use Permit (CUP) shall be non-transferable. In the event there is a change in the owner of the property and/or operator of the nursery providing “retail sale of nursery products not grown on the property” or “horticultural services” business for which this CUP was issued, this CUP shall become null and void. If a new property owner and/or business operator wants to operate a business that provides “retail sale of nursery products not grown on the property” or “horticultural services”, a new CUP would have to be obtained pursuant to Sections 17.13 and 17.42 of the Zoning Code in order for the new property owner/operator to operate said business from this property. This condition shall only be applicable in cases where a proposed transfer of the CUP is to a non-family member of the current owner/operator.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of ___________________, 2025.

____
Robert A. Soderberg, Village President

ATTEST:

____
Donna Ott, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of ____________________, 2025, the above-named Robert A. Soderberg, Village President, and Donna Ott, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____
{type or print name of Notary on this line}

____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _______________

ACCEPTANCE OF TERMS AND CONDITIONS BY APPLICANT
I hereby accept the terms and conditions set forth in this Permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ___ day of ________________, 2025

____
Josh Tarantino, Wendland Nursery and Landscape Services, Inc., Applicant

STATE OF WISCONSIN) SS
____________ COUNTY)

Personally came before me this ______ day of __________________, 2025, being the above named _____________________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
{type or print name of Notary on this line}

____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _________

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER
I hereby accept the terms and conditions set forth in this Permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ___ day of ________________, 2025

____
LAW Development, Property Owner

STATE OF WISCONSIN) SS
____________ COUNTY)

Personally came before me this ______ day of ___________________, 2025, being the above named ______________________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
{type or print name of Notary on this line}

____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _________

This instrument was drafted by:

Jordan Yanke
Associate Planner
Village of Germantown, Wisconsin

EXHIBIT A

Uses/Activities – Conditional Use Permit in A-2: Agricultural District

- Operation of Nursery and Retail Sale of Nursery Products Not Grown on Site and Associated Gardening/Nursery Materials
- Horticultural Services

Business hours and number of employees are based on "peak" season and "off season" for the landscape/nursery component and winter months for the accessory plowing services. Details below:

- Landscape/Nursery Peak Season (May – June)
    - M-F (7:00am – 6:00pm)
    - Saturday (7:00am – 4:00pm)
    - Sunday (10:00am – 2:00pm)
    - 25-30 employees
- Landscape/Nursery Off Season (Other Months)
    - M-F (9:00am – 5:00pm)
    - Saturday (9:00am – 5:00pm)
    - 4-8 employees
- Snow Plowing Services (Winter Months; November – March)
    - No set days/hours, operations based on snowfall; 9 drivers/trucks

Site Plan/Building Inventory

The site is approximately 15 acres and contains several structures, customer and employee parking areas, designated areas for nursery products and sales, bulk material storage and supply, and other accessory uses. The following is a list of pertinent site plan features that will exist on the property:

- 2,560 sqft greenhouse (proposed) for flex space and indoor activities.
- 1,950 sqft building with offices and front desk sales to customers.
- 2,400 sqft accessory barn structure with heated workspace.
- 4,000 sqft accessory supply barn for storing supplies and equipment.
- 2,600 sqft farmhouse used as rental.
- 560 sqft accessory building for employee use.
- 450 sqft detached garage.

Village of Germantown ...Willkommen

Fee must accompany application

☒ $1460 Paid JY ✓ Date 02/24/25

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Josh Tarantino - Wendland Nursery

Phone (414-690-6079

Fax ( )

E-Mail info@wendlandnursery.com

PROPERTY OWNER

Josh Tarantino - LAW Development

Phone (414) 690-6079

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Josh Tarantino & Elizabeth Wendland DBA Wendland Nursery

3 PROPERTY ADDRESS

W172N10415 Division Road Germantown WI 53022

TAX KEY NUMBER

GTNV-284997

4 DESCRIPTION OF EXISTING OPERATION

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

operates as nursery with garden center and retail area of gardening type items and offers landscape services hours of operation during peak season (May & June, Sunday 10am-2pm, M-F 7am-6pm, Saturdays 7am-4pm) off season hours are Monday - Saturday 9am-5pm. Peak season employees 25-30 employees and off season 4-8 employees

5 DESCRIPTION OF PROPOSED OPERATION

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

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

Same as above

RECEIVED
FEB 18 2025
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

see attachment

7 SUPPORTING DOCUMENTATION:

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

8 READ AND INITIAL THE FOLLOWING:

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

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

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

JT I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant	Date	Owner	Date
[signature]	02/19/25	[signature]	02/19/25

Village of
Germantown
...Willkommen

Fee must accompany application

- ☐ $700 Minor Addition
- ☑ $1,240 Construction <10,000 SF
- ☐ $2,095 Construction 10,000 SF to 50,000
- ☐ $3,460 Industrial Construction >50,000 SF
- ☐ $3,460 Commercial Construction >50,000
- ☐ $200 Plan Commission Consultation
- ☐ $125 Fire Department Plan Review

PAID JY ✓ DATE 02/24/25

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1 APPLICANT OR AGENT

JOSH TARANTINO

Phone (414) 690-6079

E-Mail INFO@WENDLANDNURSERY.COM

PROPERTY OWNER

LAW DEVELOPMENT

Phone ( )

E-Mail

2 PROPERTY ADDRESS

W172 N10415 DIVISION RD
GERMANTOWN WI 53022

3 NEIGHBORING USES – Specify name and type of use, e.g. Enviro Tech – Industrial, Smith – Residential, etc.

North	South	East	West
RESIDENTIAL	———	———→	NATURAL

4 READ AND INITIAL THE FOLLOWING:

JT I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.

JT I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.

JT I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

RECEIVED
FEB 18 2025
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

5 SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!

[signature] 01/08/25 [signature] 01/08/25

Applicant Date Owner Date

Outlook

Fw: Layout with color

From Josh Tarantino <jtarantino@germantownwi.gov>
Date Mon 2/10/2025 3:16 PM
To Jeff Retzlaff <jretzlaff@germantownwi.gov>
Cc Jordan Yanke <jyanke@germantownwi.gov>

1 attachment (2 MB)
AS_Wisconsin Wendland Nursery CT4062DGE+_Engineered_Drawing_Pack_2025_02_10.pdf;

Here is the revised layout with the trusses shown in color. Pertaining to our conversation the other day about the use of the building, we are using it as a flex space that allows for us to house temperature sensitive plant material and housing indoor classes when weather is inclimate. These uses are no different than the uses we currently use the space we have for. we have been doing the same thing for 40 years. This project involves removal of 3 buildings totaling approximately 2300 sf that is going to be replaced with 2560 sq ft. Obviously there is a small increase in impervious surface if you compare building to building but the reduction of cement pavement on the east side will make it a literal "wash". The building will serve as an extension of what we are already using our buildings for.
I'll see you guys later tonight.
thanks,
Josh

SITE PLAN

BUILDINGS

(1) 1,950 SQFT BUILDING WITH OFFICES AND FRONT DESK SALES
(2) 2,400 SQFT ACCESSORY BARN STRUCTURE WITH HEATED WORKSPACE
(3) 4,000 SQFT ACCESSORY SUPPLY BARN FOR STORING SUPPLIES/EQUIPMENT
(4) 2,600 SQFT FARMHOUSE USED AS RENTAL
(5) 560 SQFT ACCESSORY BUILDING FOR EMPLOYEE USE
(6) 450 SQFT DETACHED GARAGE

LP: LIGHT POLE FP: FLOODPLAIN

Wendland Landscape Services, Inc. and Nursery - Site Plan

2/5/2025, 11:22:41 AM

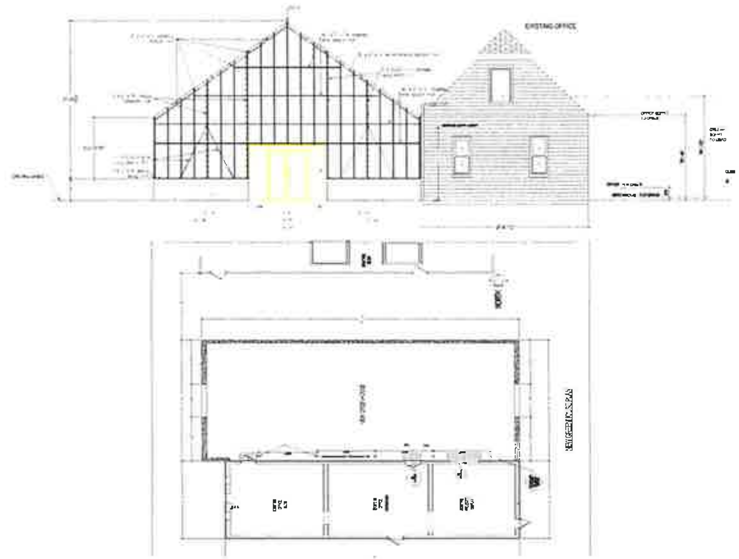
1:2,754

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.11 km

SEWRPC, Maxar, Microsoft, Esri Community Maps Contributors, County of Washington, WI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Address: W172N10415 Division Road, Germantown, WI 53022
Place Name: Village of Germantown
Parcel ID: GTNV 284998



Submitted For:	Submitted On:	Rev. Description
Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):

DRAWING INDEX

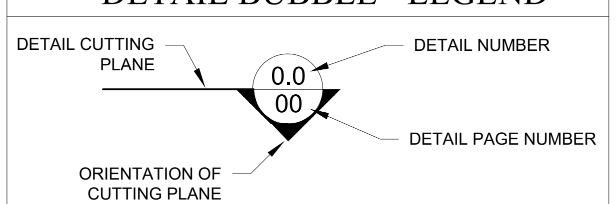
NOTES:

- CUSTOM 7.65:12 ROOF SLOPE
- ALL OPEN DIE ALUMINUM EXTRUSIONS LESS THAN 3/16" THICKNESS ARE 6063-T52 ALLOY
- ALL OPEN DIE ALUMINUM EXTRUSIONS 3/16" OR THICKER ARE 6063-T6 ALLOY
- RIDGE & GUTTER ARE 6063-T6 ALLOY
- ALL FASTENERS ARE STAINLESS STEEL
- GLAZING: 6mm GLASS, TEMPERED
- FOUNDATION: CONCRETE, BY OTHERS

MEMBER DESIGNATIONS:

	MEMBER:	DESCRIPTION:
01	RIDGE	6063 T-6
02	ROOF RAFTER	6063 T-52
03	GLAZING BAR	6063 T-52
04	GUTTER	6063 T-6
05	2"x1/4" FLAT BAR	6063 T-6
06	1"x2"x1/8" ANGLE	6063 T-52
07	2"x2"x3/16" ANGLE	6063 T-6
08	2"x3"x3/16" ANGLE	6063 T-6
09	1"x3"x1/8" CHANNEL	6063 T-52
10	1 1/2"x3"x3/16" CHANNEL	6063 T-6
11	2"x4"x1/4" CHANNEL	6063 T-6
12	2"x6"x1/4" CHANNEL	6063 T-6
13	3/16" ANGLE CLEAT	6063 T-6
14	1/4" ANGLE CLEAT	6063 T-6

DETAIL BUBBLE - LEGEND



WISCONSIN GREENHOUSE COMPANY

CROSS COUNTRY GREENHOUSES
HOBBY AND CUSTOM

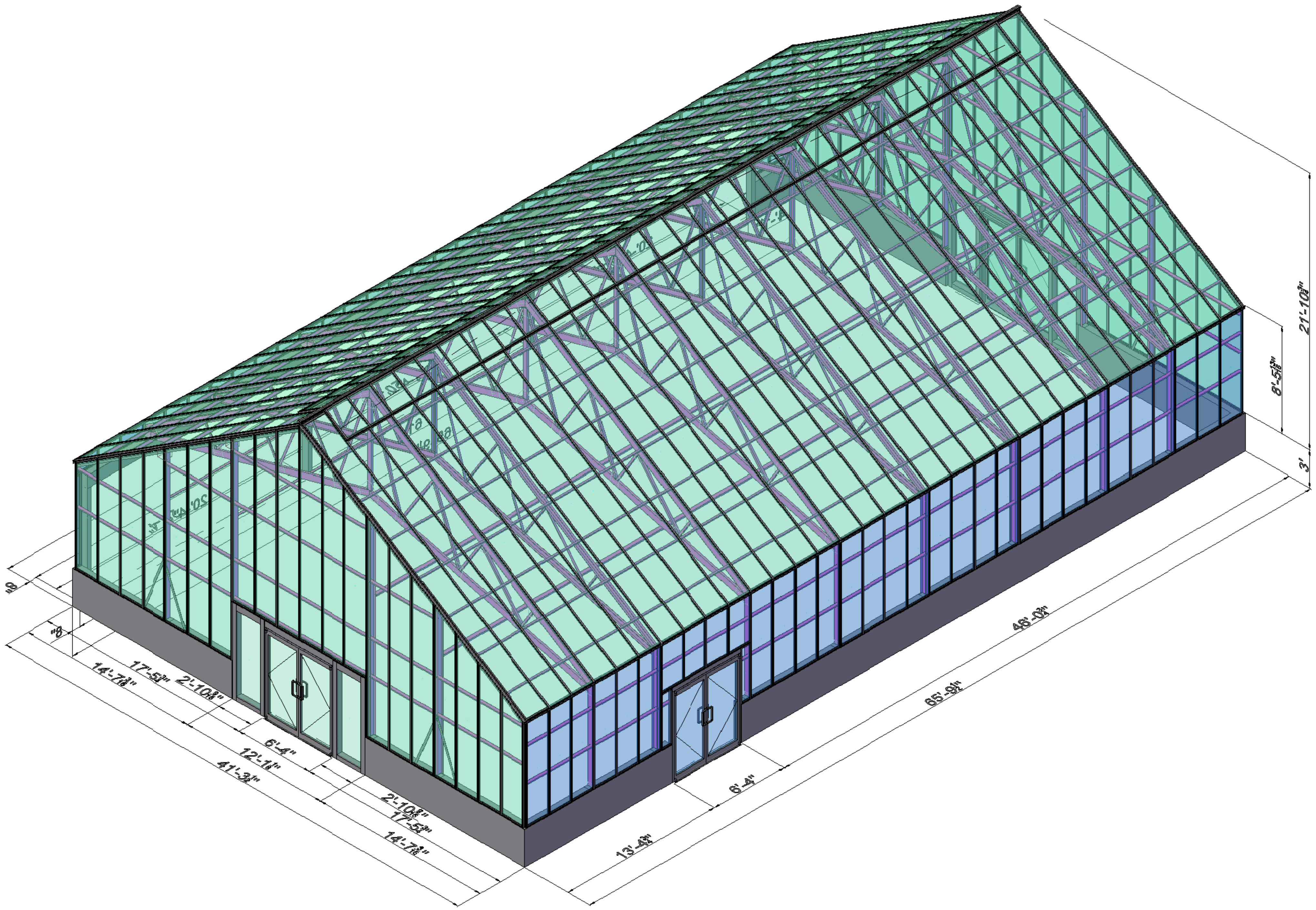
Product: CT 40 62 SG6+

Customer:
WISCONSIN WENDLAND NURSURY
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

Drawn By: ED

Checked By: --

Page No.: 00



3D VIEW

Scale: N.T.S.

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Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineering Loads & Stamp (as required):

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GERMANTOWN, WI 53022

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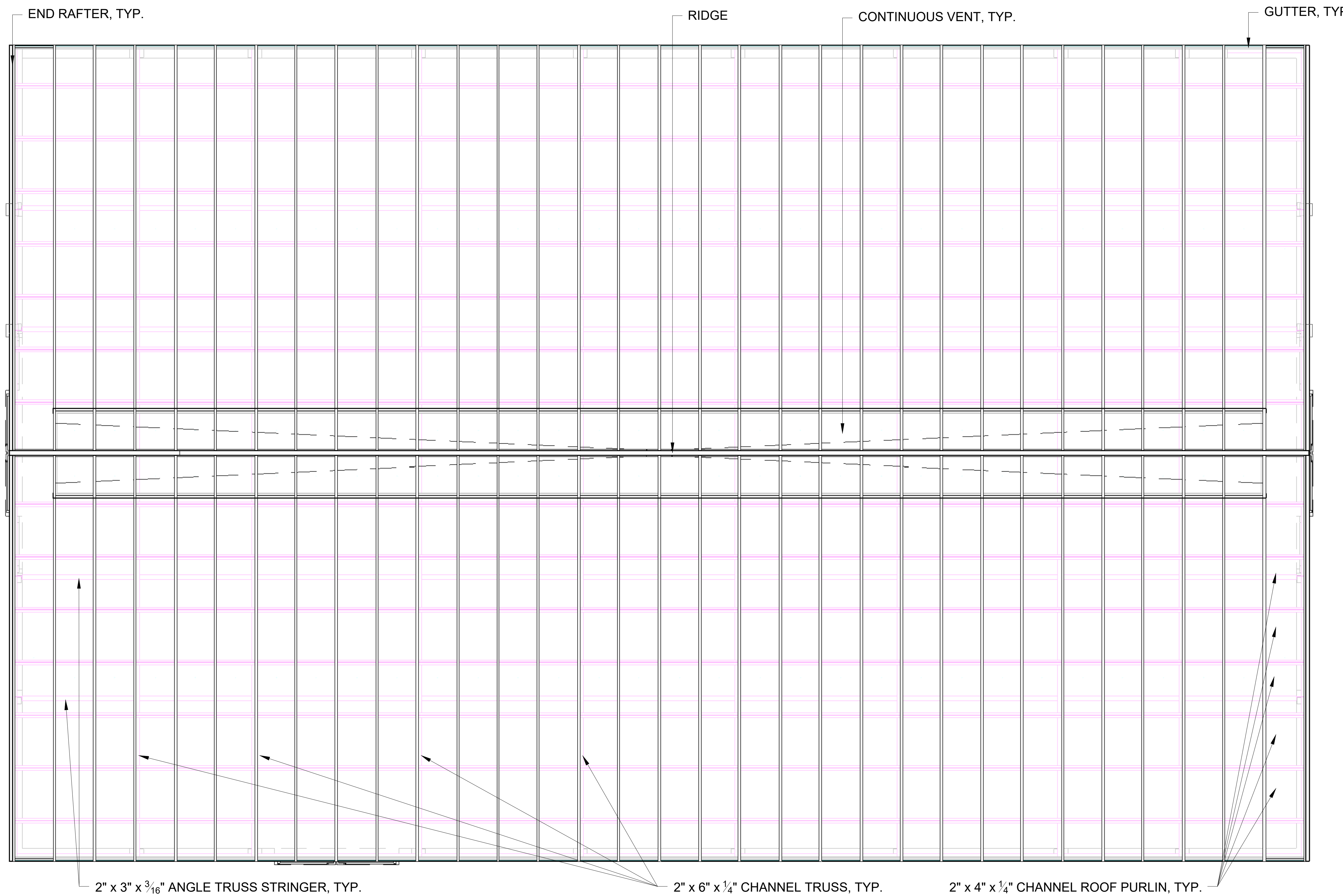
Checked By: --

Page No.: 01



ROOF TOP PLAN

Scale: 3/16" = 1'-0"

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Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):

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HOBBY AND CUSTOM

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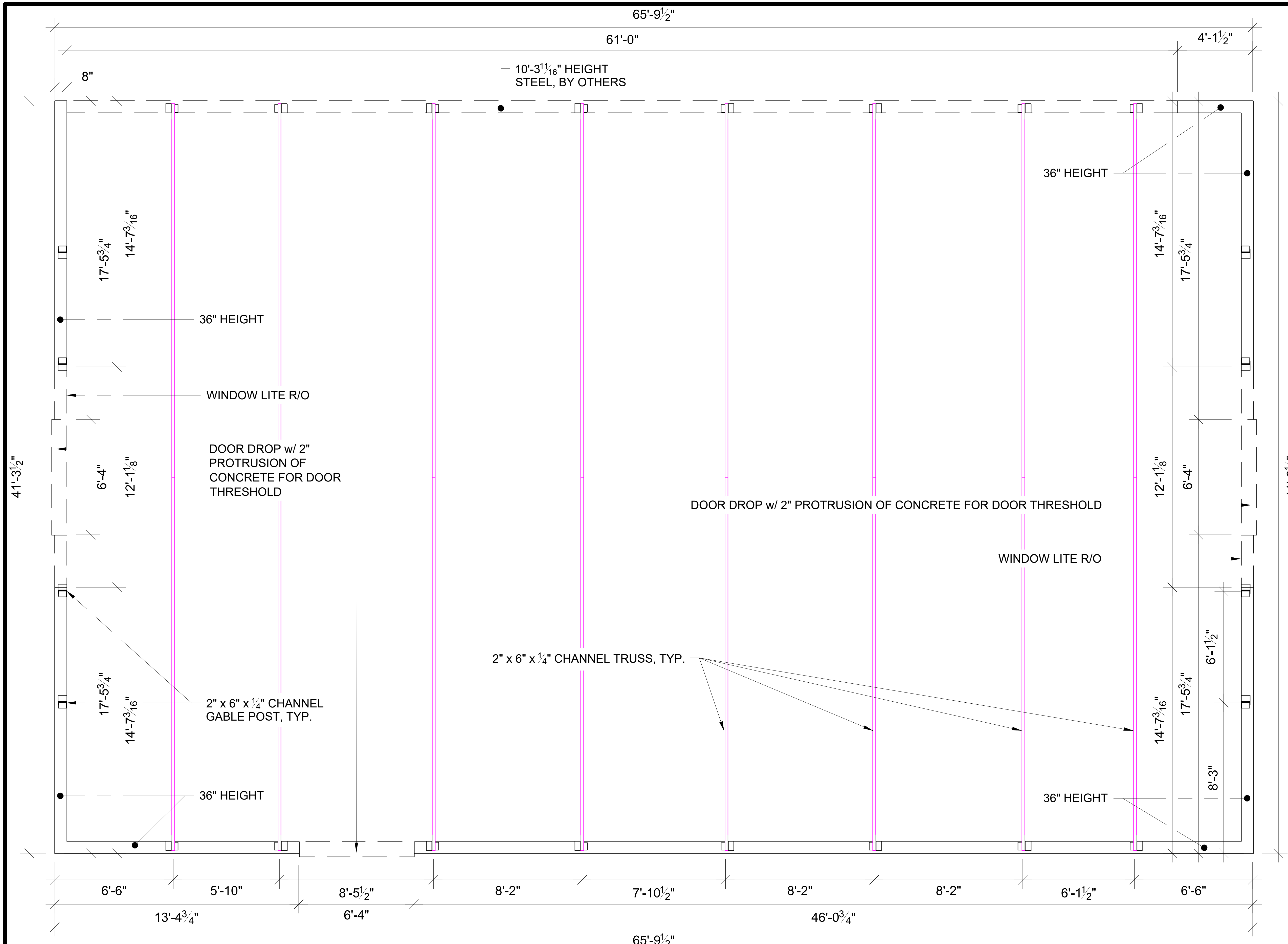
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

Drawn By: ED

Checked By: --

Page No.: 02A



FOUNDATION PLAN LAYOUT

Scale: 3/16" = 1'-0"

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Engineering	2025 02 06	
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Checked By: --

Page No.: 02B

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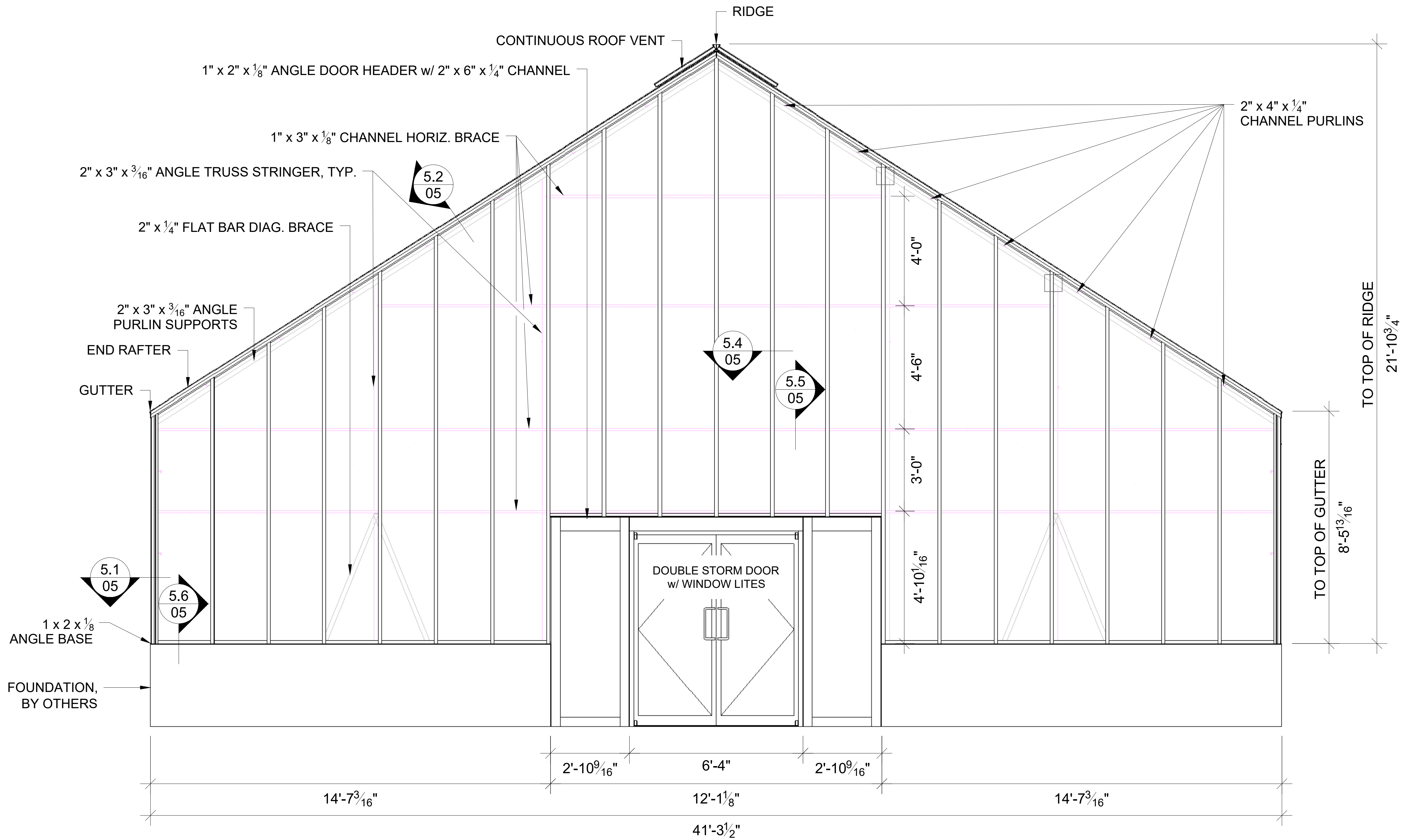
Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):



TYP. GABLE ELEVATION

Scale: 1/4" = 1'-0"

WISCONSIN GREENHOUSE COMPANY

CROSS COUNTRY GREENHOUSES
HOBBY AND CUSTOM

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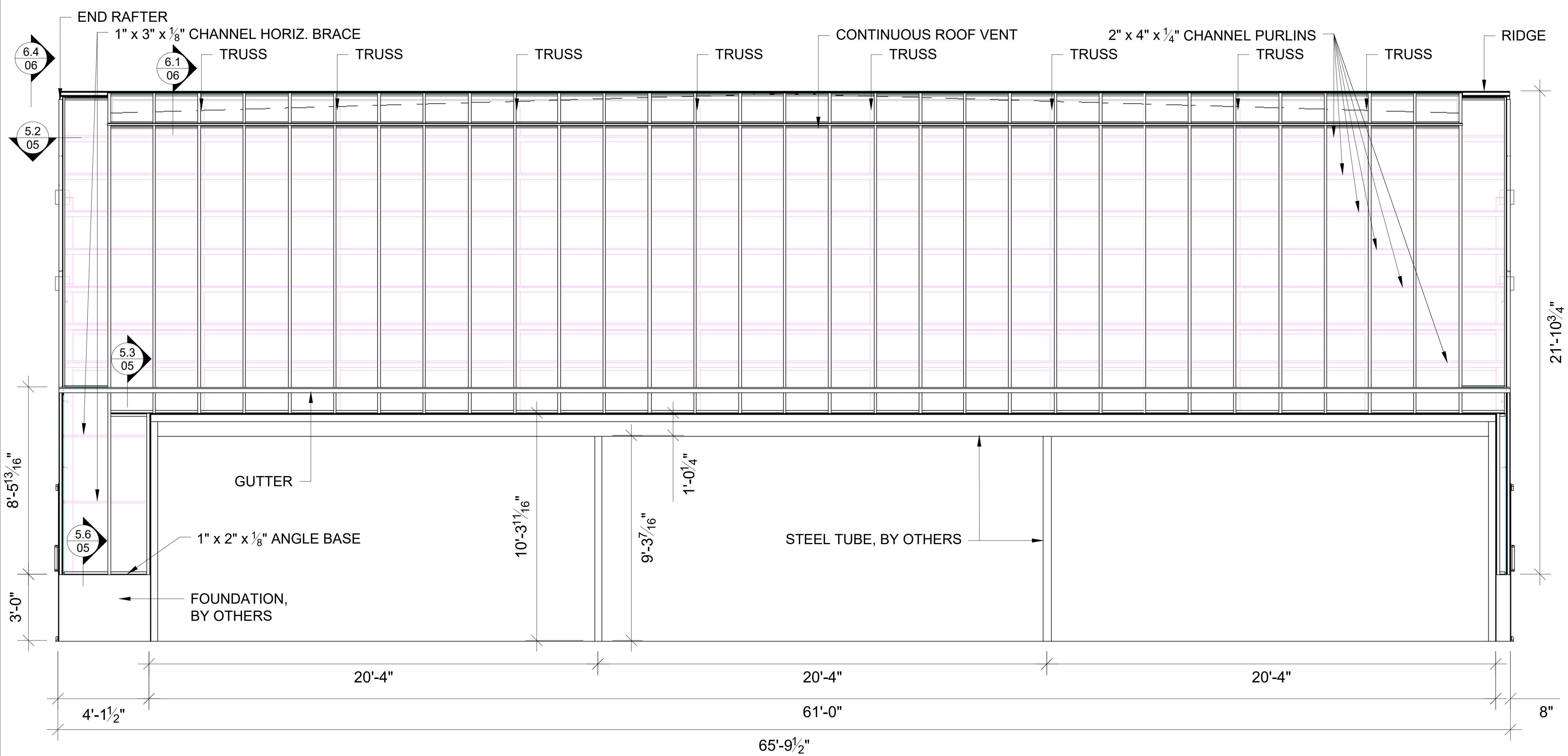
WENDLAND NURSERY
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

Drawn By: ED

Checked By: --

Page No.: 03A



LEFT SIDE WALL ELEVATION

Scale: 3/16" = 1'-0"

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Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):

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CROSS COUNTRY GREENHOUSES
HOBBY AND CUSTOM

Product: CT 40 62 SG6+

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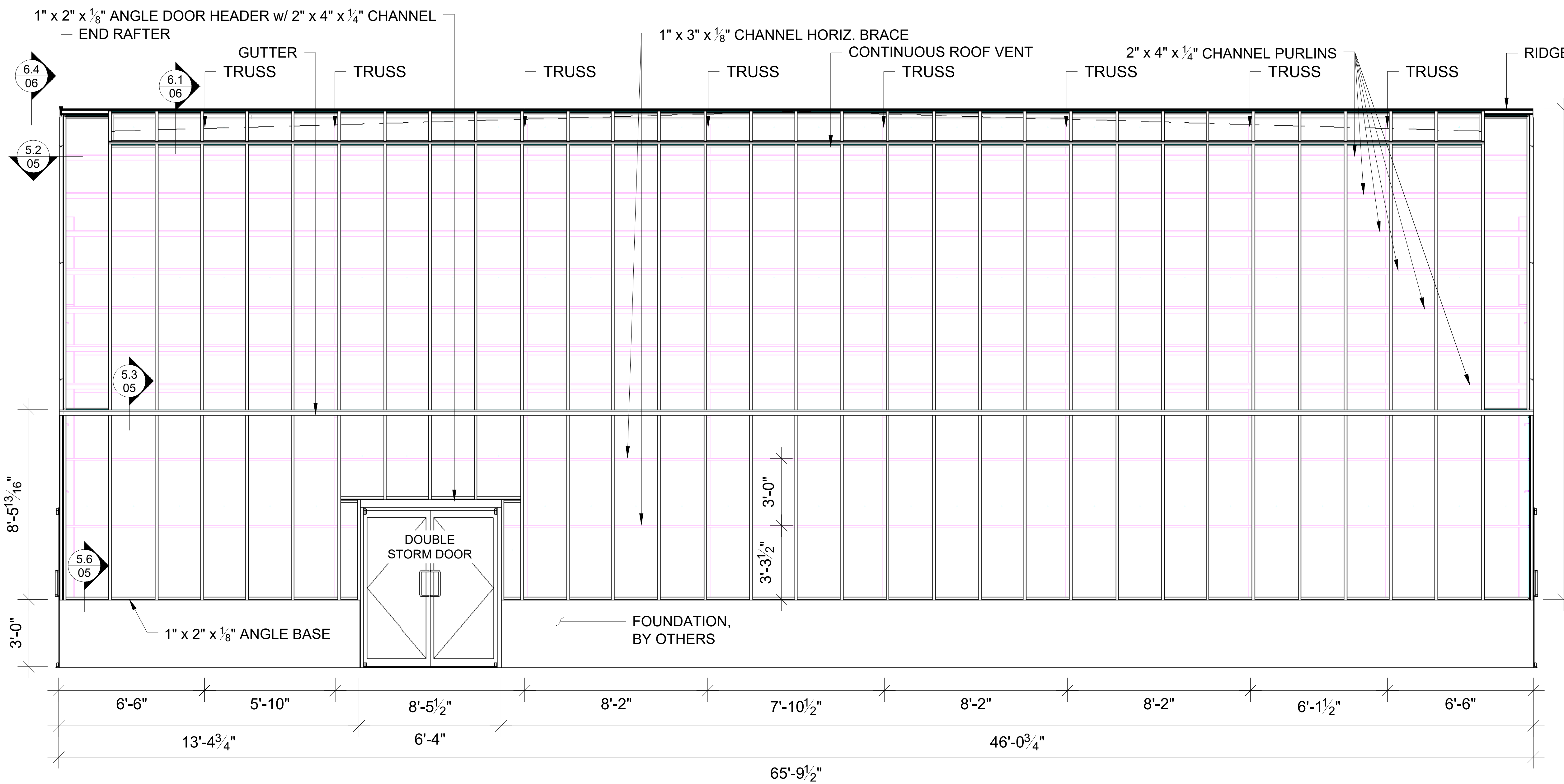
WENDLAND NURSURY
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

Drawn By: ED

Checked By: --

Page No.: 03B



RIDGE SIDE WALL ELEVATION

Scale: 3/16" = 1'-0"

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Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):

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CROSS COUNTRY GREENHOUSES
HOBBY AND CUSTOM

Product: CT 40 62 SG6+

Customer:
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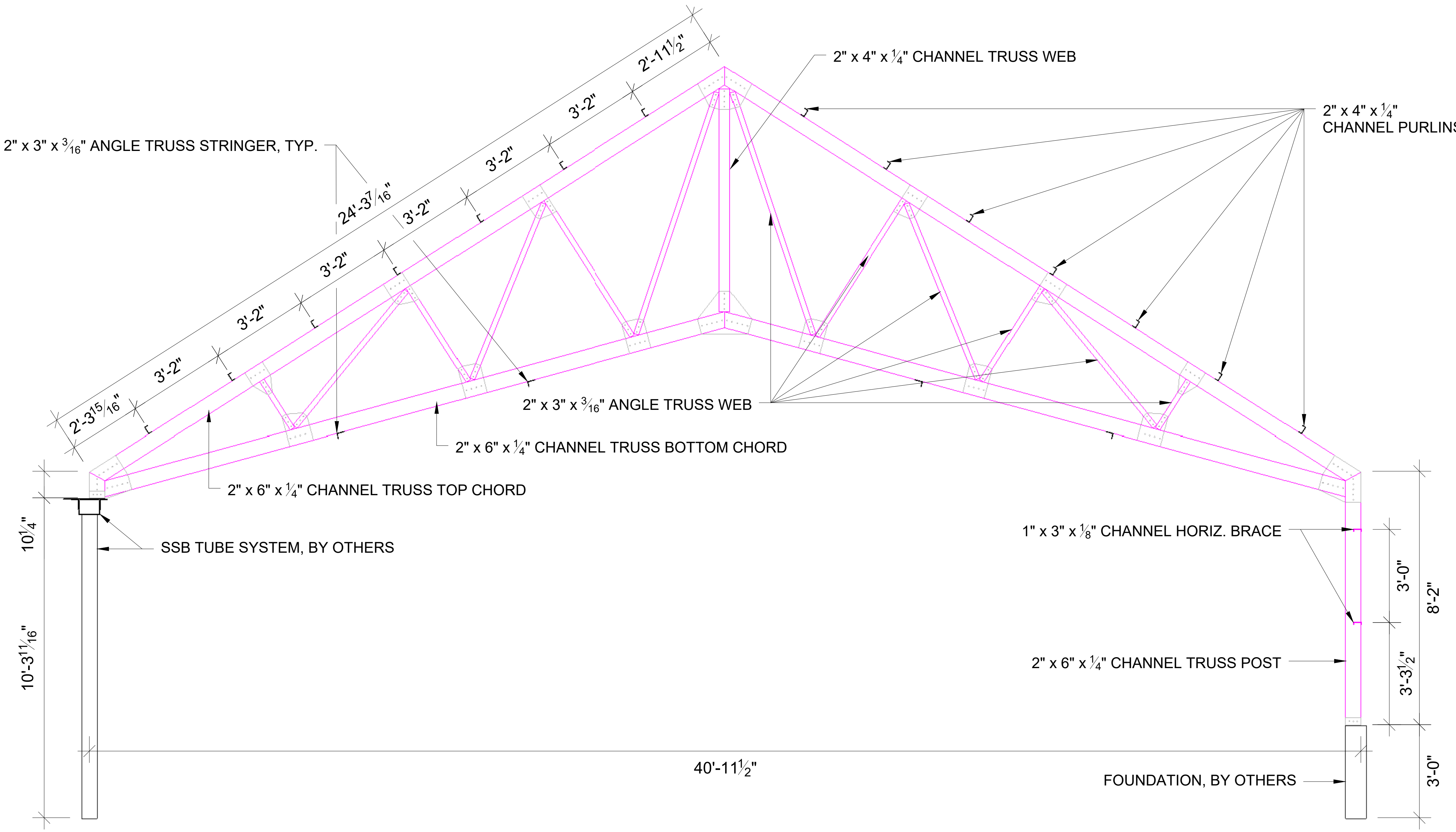
WENDLAND NURSURY

W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

Drawn By: ED

Checked By: --

Page No.: 03C



TRUSS ELEVATION

Scale: 1/4" = 1'-0"

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Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):

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HOBBY AND CUSTOM

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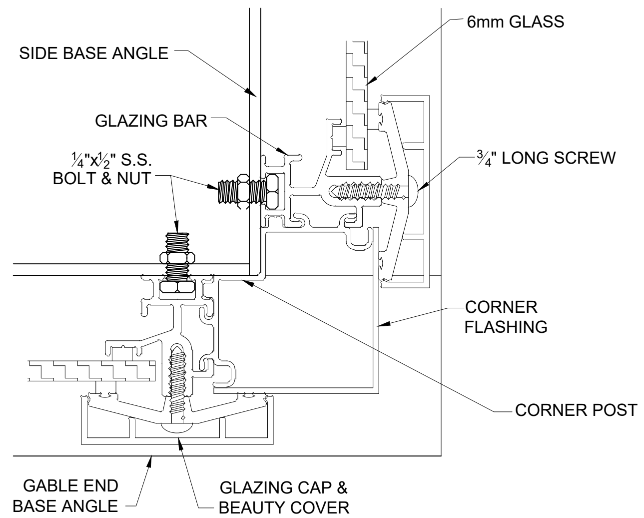
WENDLAND NURSURY
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

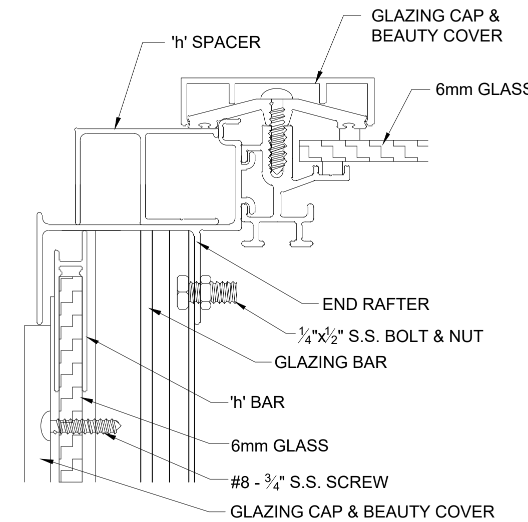
Drawn By: ED

Checked By: --

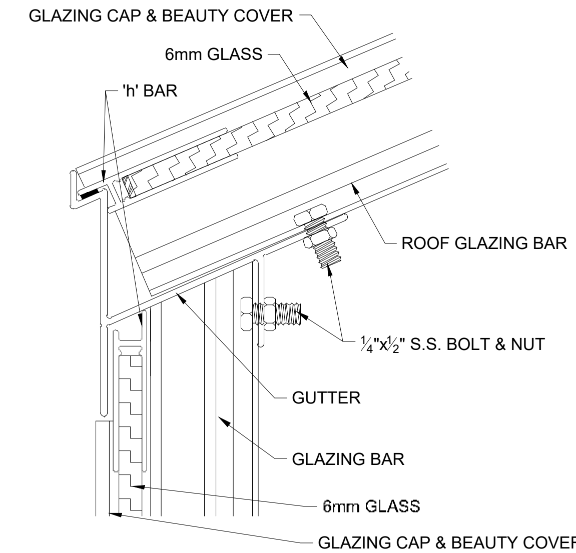
Page No.: 04



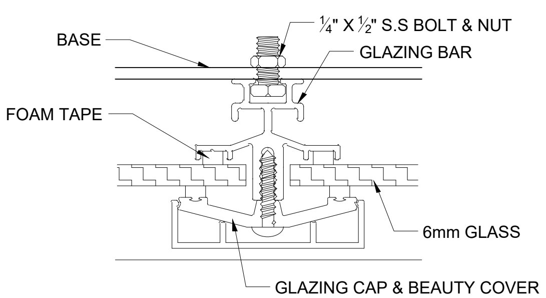
5.1 **CORNER POST DETAIL**
Scale: 6" = 1' - 0"



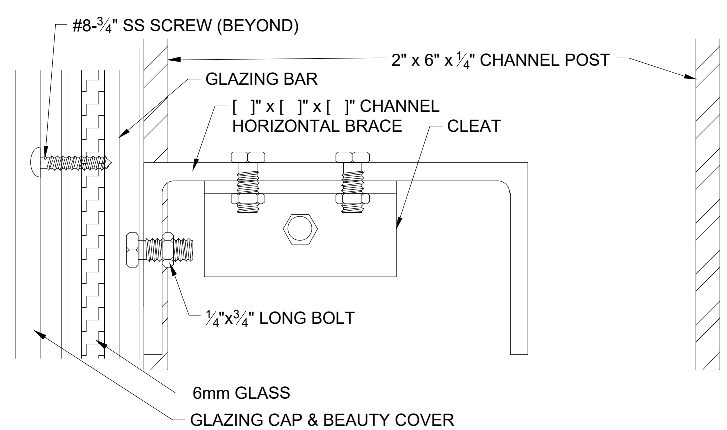
5.2 **END RAFTER SECTION**
Scale: 6" = 1' - 0"



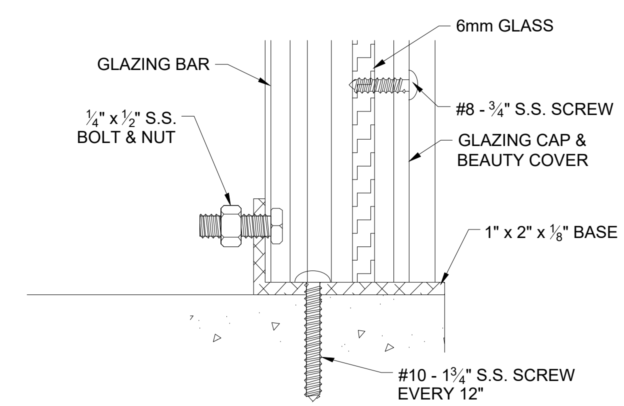
5.3 **GUTTER SECTION**
Scale: 6" = 1' - 0"



5.4 **GLAZING BAR**
Scale: 6" = 1' - 0"



5.5 **HORIZONTAL BRACE CONNECTION SECTION**
Scale: 6"= 1'-0"



5.6 **BASE SECTION**
Scale: 6" = 1' - 0"

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Engineering	2025 02 10	Colour

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HOBBY AND CUSTOM

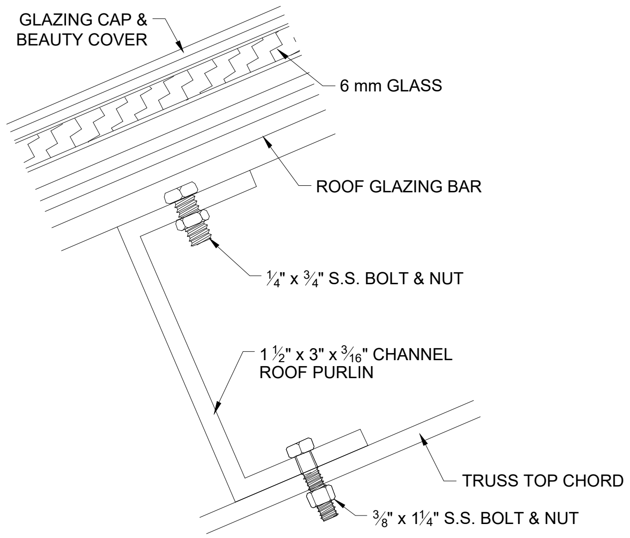
Product: CT 40 62 SG6+

Customer: WISCONSIN WENDLAND NURSURY
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

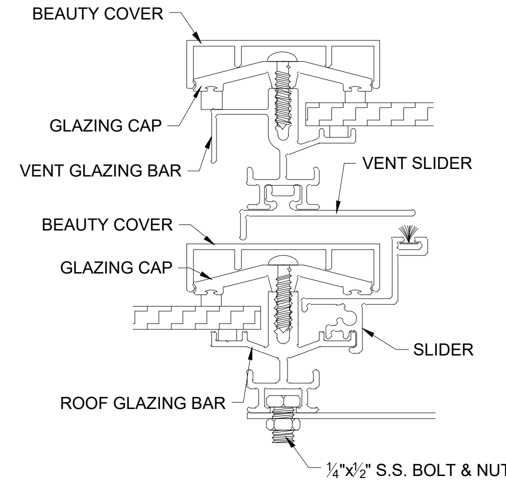
Drawn By: ED

Checked By: --

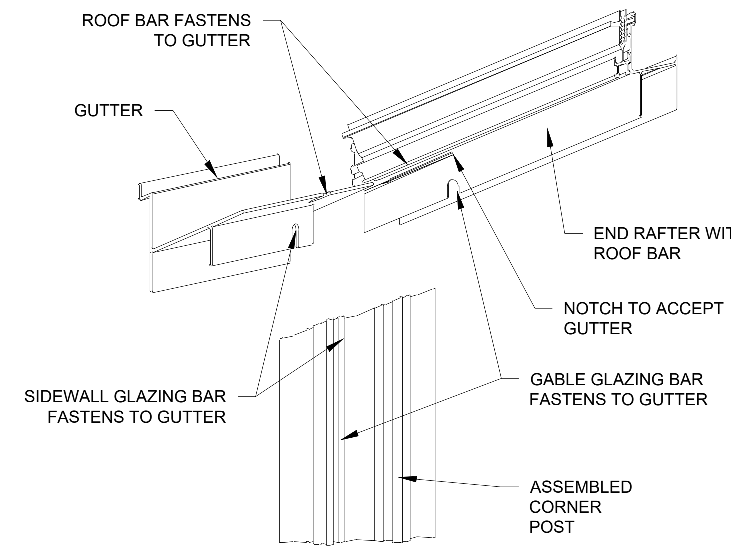
Page No.: 05



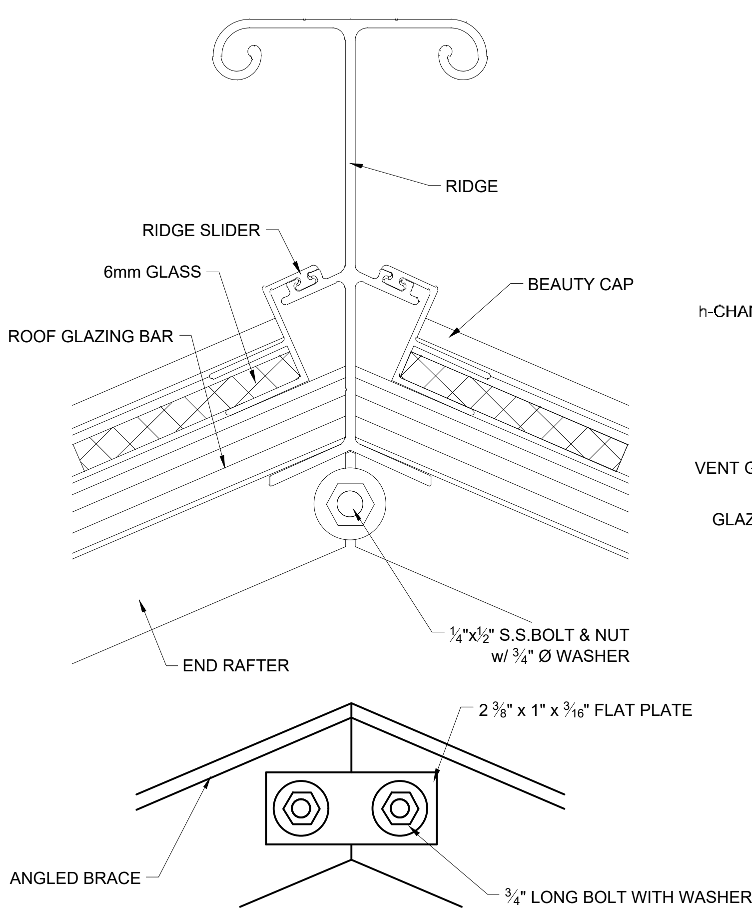
6.1 **ROOF PURLIN SECTION**
Scale: 6" = 1' - 0"



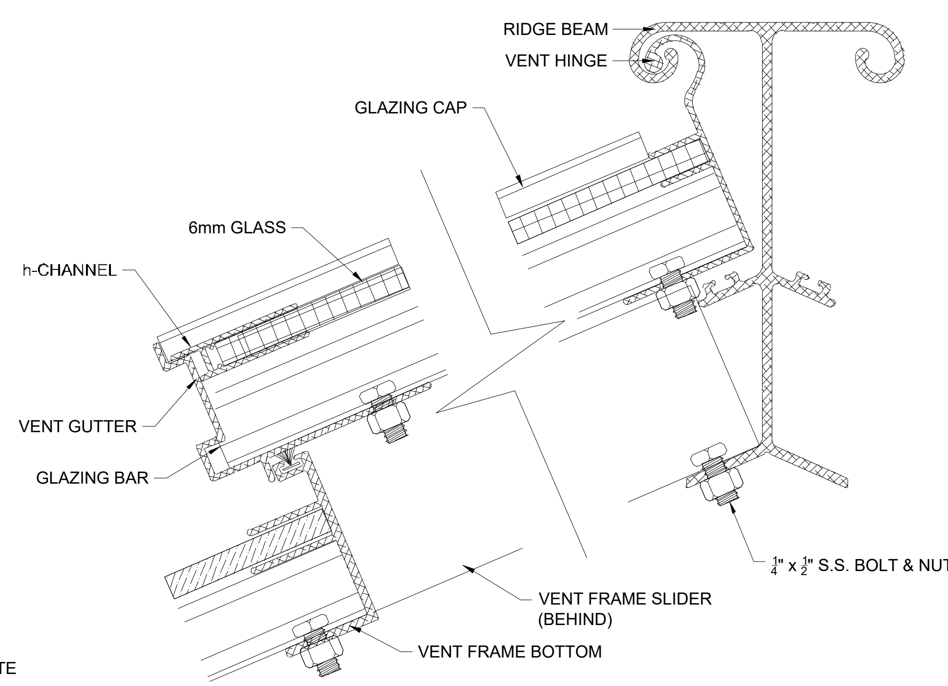
6.2 **VENT BAR SECTION**
Scale: 6" = 1' - 0"



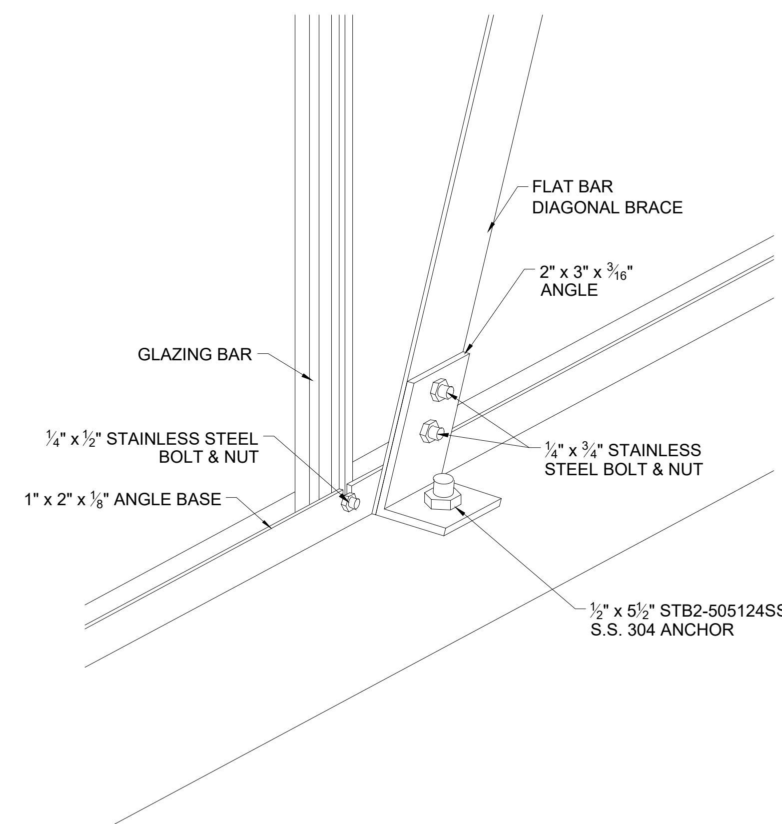
6.3 **3D CORNER ASSEMBLY DETAIL**
Scale: NTS



6.4 **END RAFTER MITRE DETAIL**
Scale: 6" = 1' - 0"



6.5 **VENT & RIDGE SECTION**
Scale: 6" = 1' - 0"



6.6 **DIAGONAL BRACE @ FOUNDATION**
Scale: NTS

Submitted For:	Submitted On:	Rev. Description
Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):

WISCONSIN GREENHOUSE COMPANY

CROSS COUNTRY GREENHOUSES
HOBBY AND CUSTOM

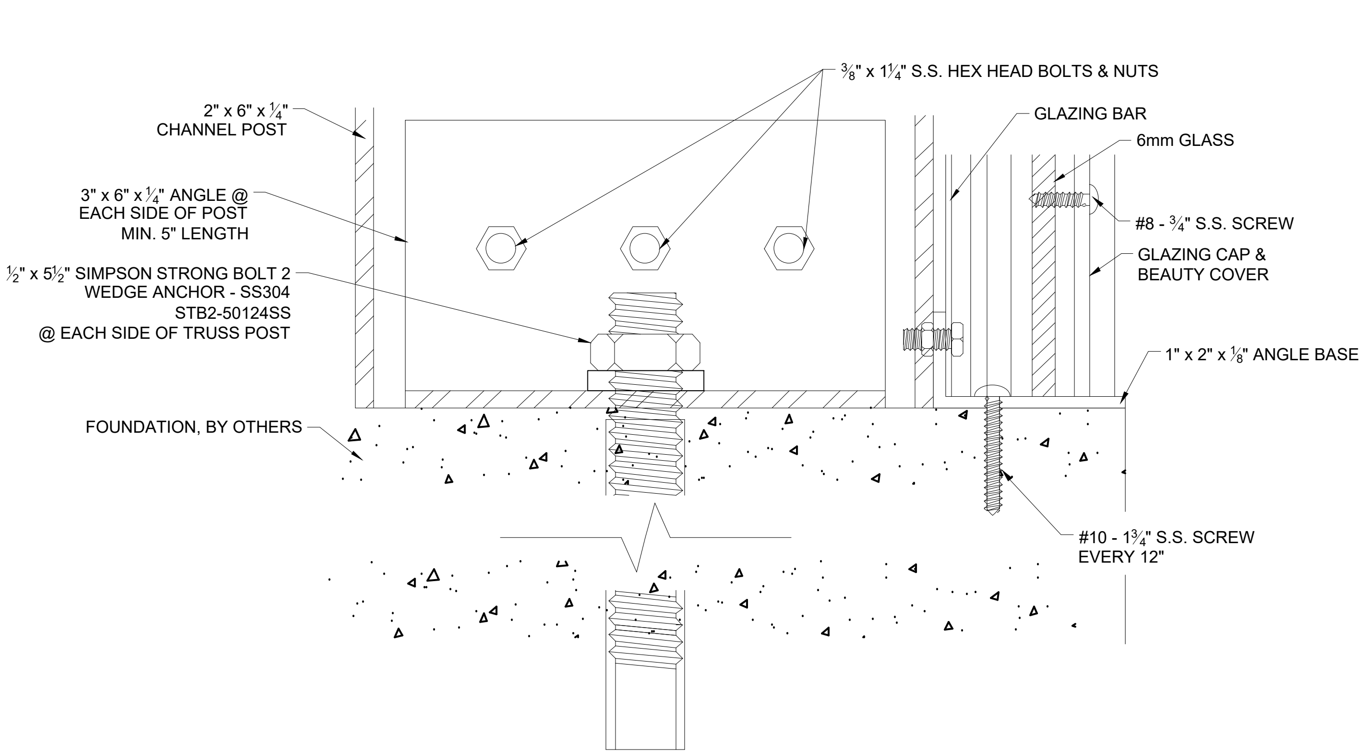
Product: CT 40 62 SG6+

Customer: WISCONSIN WENDLAND NURSURY
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

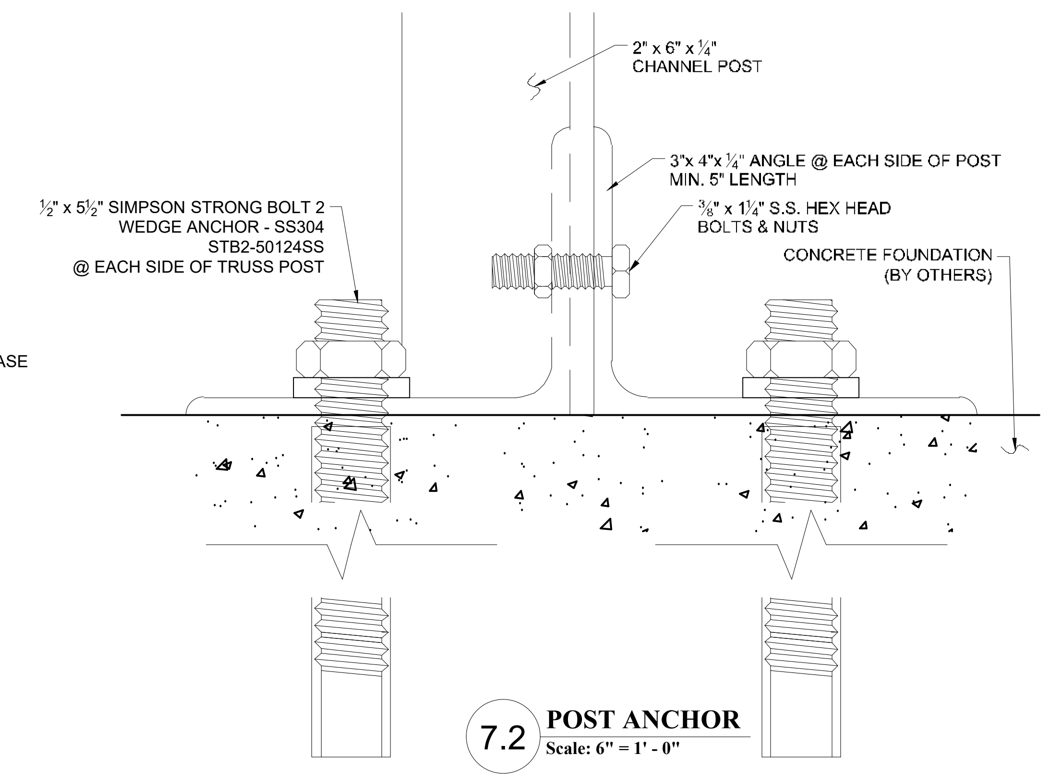
Drawn By: ED

Checked By: --

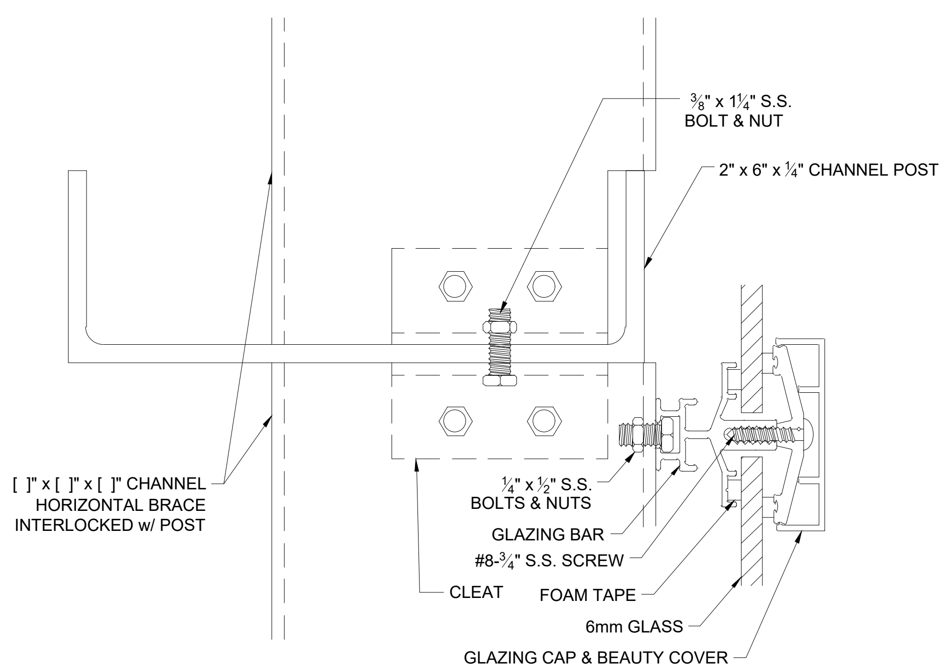
Page No.: 06



7.1 **POST @ BASE**
Scale: 6" = 1' - 0"



7.2 **POST ANCHOR**
Scale: 6" = 1' - 0"



7.3 **TRUSS @ GLAZING BAR**
Scale: 6" = 1' - 0"

Submitted For:	Submitted On:	Rev. Description
Engineering	2025 02 06	
Engineering	2025 02 10	Colour

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WISCONSIN GREENHOUSE COMPANY

CROSS COUNTRY GREENHOUSES
HOBBY AND CUSTOM

Product: CT 40 62 SG6+

Customer:
WISCONSIN
WENDLAND NURSURY
W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

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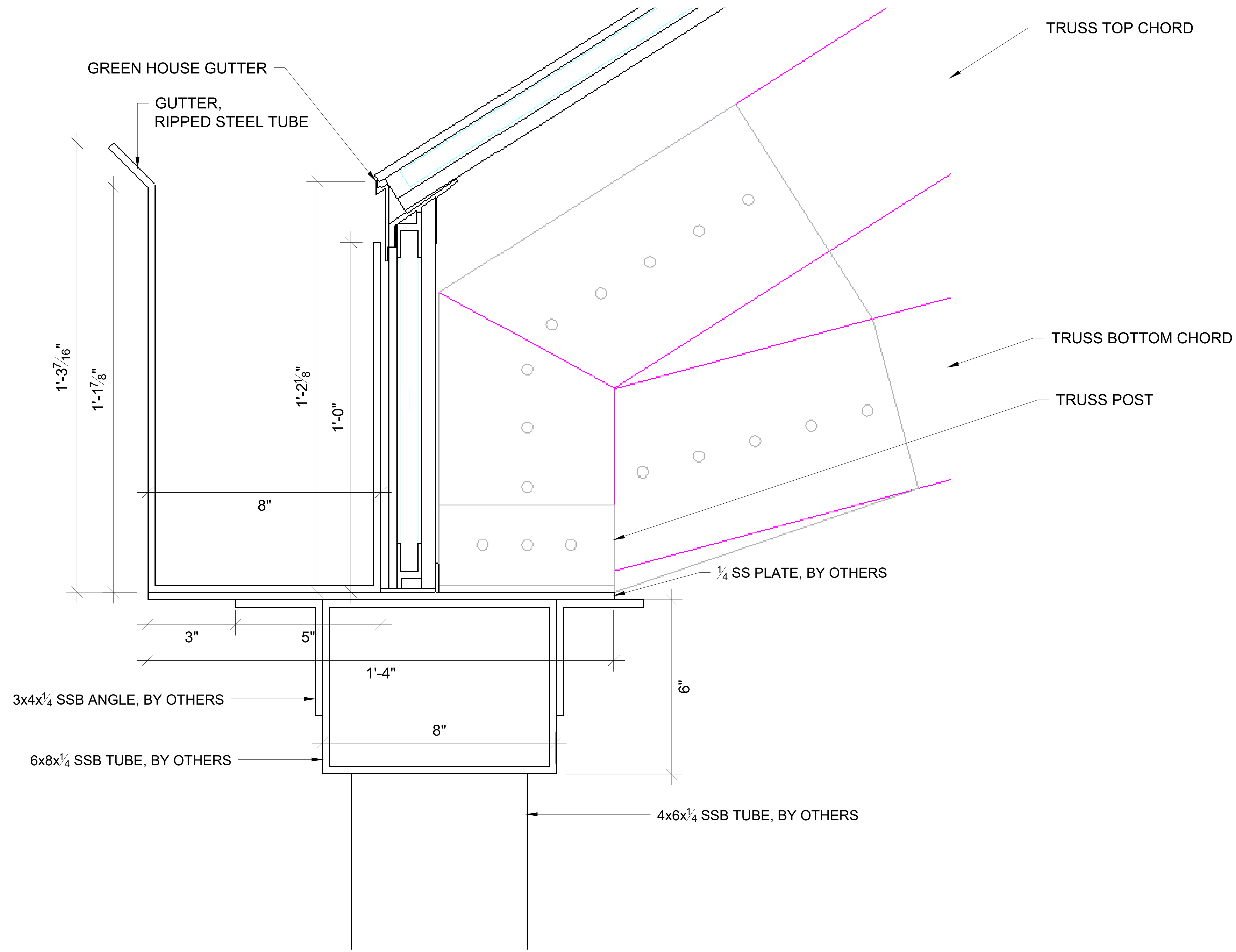
Checked By: --

Page No.: 07



TUBE ELEVATION

Scale: 3" = 1'-0"

Submitted For:	Submitted On:	Rev. Description
Engineering	2025 02 06	
Engineering	2025 02 10	Colour

Engineer Loads & Stamp (as required):

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Customer: WISCONSIN WENDLAND NURSURY

W172N10415 DIVISION ROAD
GERMANTOWN, WI 53022

Drawn By: ED

Checked By: --

Page No.: 08

RECEIVED JUL 1 3 1989

VILLAGE OF GERMANTOWN

CONDITIONAL USE ZONING PERMIT

OFFICE OF ZONING ADMINISTRATOR

PERMIT NO.: 6-89 ISSUED DATE: July 17, 1989

Whereas, Russell, Robert & Cora Wendland d/b/a Wendland Nursery agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to:
Russell, Robert & Cora Wendland d/b/a Wendland Nursery - to allow for operation of nursery and retail sale of products not grown on the site and associated gardening/ nursery materials.
on the following described real estate in the Village of Germantown, Washington County, Wisconsin:

W172 N10415 Division Road

pursuant to the following conditions:

1) Hours of operation of retail sales shall be April 1 thru December 1 8:00 a.m. to 7:00 p.m.

2) Excluding sale of the following products: pesticides, tools, machinery & hardware

APPROVED: [signature]
Zoning Administrator

ACCEPTANCE OF TERMS AND CONDITIONS BY PERMITEE

I, Russ Wendland permitee, do hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Russ Wendland
Permitee


Division Rd

NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Plan Commission at the Germantown Village Hall located at N112W17001 Mequon Road, Germantown, Wisconsin and virtually through the WebEx platform on the following date and at the time noted below (or soon thereafter):

DATE: Monday, April 28th, 2025
TIME: 6:30 pm or later

The purpose of said hearing is to hear all parties, their attorneys or agents, for the following: Application for an amendment to Conditional Use Permit No. 6-89 that allowed for the "Operation of Nursery and Retail Sales of Products Not Grown On Site and Associated Gardening/Nursery Materials" and to allow for "Horticultural Services" from the property described below pursuant to Section 17.13(2)(k) and (r) of the Village Zoning Code.

Applicant: Josh Tarantino, Agent for Wendland Nursery and LAW Development, Property Owner
Property Address: W172N10415 Division Road (GTNV_284997; GTNV_284998; GTNV_284999)

Property Description (W172N10415 Division Road):
LOT 2 OF CERTIFIED SURVEY MAP NO. 2999, RECORDED IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE ON DECEMBER 18, 1986 IN VOLUME 17 OF CERTIFIED SURVEY MAPS ON PAGE 99, AS DOCUMENT NO. 503372, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN.

LOT 3 OF CERTIFIED SURVEY MAP NO. 2999, RECORDED IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE ON DECEMBER 18, 1986 IN VOLUME 17 OF CERTIFIED SURVEY MAPS ON PAGE 99, AS DOCUMENT NO. 503372, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN. ALSO THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 264.50 FEET; THENCE WESTERLY AT A RIGHT ANGLE 247.00 FEET; THENCE SOUTHERLY AT A RIGHT ANGLE 264.50 FEET; THENCE EASTERLY AT RIGHT ANGLE ON THE SOUTH LINE OF SAID SECTION, 247.00 FEET TO THE PLACE OF BEGINNING.

ALSO

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN.

A copy of the application and a map showing the property described above are on file at the Community Development Department-Planning & Zoning Services office in the Germantown Village Hall and can be viewed on the Village's website by following this link:

Website: https://www.germantownwi.gov/589/Proposed-Development-Projects

Citizens wishing to submit any public comments should do so by sending them by email to: comments@germantownwi.gov no later than 4:00pm on the meeting date listed above.

Donna Ott, Village Clerk
Dated this 2nd day of April 2025

To Be Published On: April 9th and April 16th, 2025

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Paul & Christine Ryan, Property Owners, W168N12394 Century Lane. Conditional Use Permit (CUP) Application for a Mother-In-Law Suite (Action)

SUBMITTED BY:

SUMMARY EXPLANATION:

Paul and Christine Ryan, Property Owners, are requesting a Conditional Use Permit (CUP) for a “Mother-In-Law Suite” (hereafter MILS) accessory dwelling unit within an existing residence on a 5.26-acre parcel located at W168 N12394 Century Lane.

ATTACHMENT:

1. STAFF REPORT_RYAN (MILS) CUP
2. CUP ORDINANCE_RYAN MILS_05.05.25
3. APPLICATION
4. PROJECT NARRATIVE
5. FLOOR PLAN CALCULATIONS
6. FLOOR PLAN (EXISTING)
7. FLOOR PLAN (PROPOSED)
8. ELEVATION DRAWINGS
9. SITE PLAN
10. NOTICE OF PUBLIC HEARING

STAFF RECOMMENDATION:

APPROVE the Conditional Use Permit (CUP) for Paul and Christine Ryan to allow a “Mother-In-Law Suite” accessory dwelling as part of the single-family dwelling located at W168 N12394 Century Lane, subject to (4) conditions as listed in the draft CUP ordinance.

ACTION BY Committee:

Plan Commission recommended to **APPROVE** the Conditional Use Permit (CUP) for Paul and Christine Ryan to allow a “Mother-In-Law Suite” accessory dwelling as part of the single-family dwelling located at W168 N12394 Century Lane, subject to (4) conditions as listed in the draft CUP ordinance.

CONDITIONAL USE PERMIT (CUP)
05/05/25 Village Board Meeting

Paul & Christine Ryan

Village Staff Report & Recommendation ***Germantown, Wisconsin***

SUMMARY

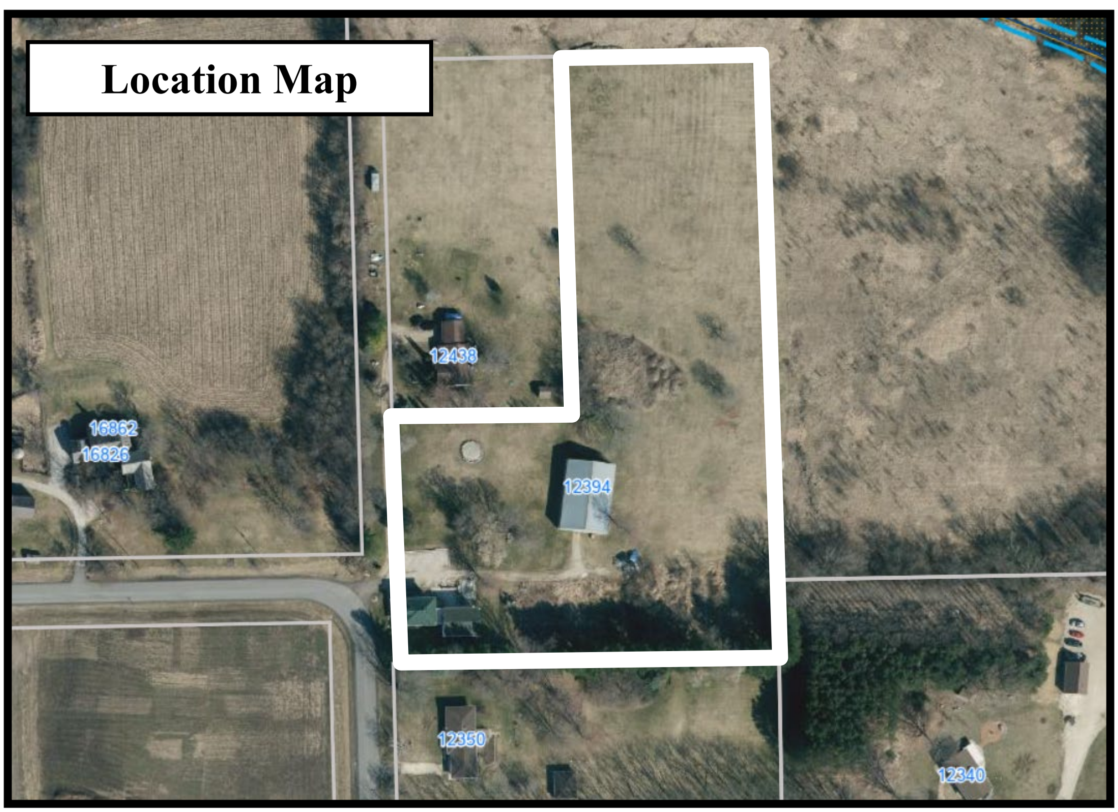
Paul & Christine Ryan, Property Owners. Conditional Use Permit (CUP) application for a "Mother-In-Law Suite" accessory dwelling unit within an existing residence located at W168 N12394 Century Lane.

Property Location: W168 N12394 Century Lane

Property Owner: Paul & Christine Ryan
W168 N12394 Century Lane
Germantown, WI 53022

Zoning: Rs-1: Single-Family Residential District

Adjacent Land Uses		**Zoning**
North	Agricultural/Residential	A-1/Rs-2
South	Residential	Rs-3
East	Agricultural/Residential	A-1/A-2
West	Agricultural/Residential	A-2/Rs-2



Background/Proposal
Paul and Christine Ryan, Property Owners, are requesting a Conditional Use Permit (CUP) for a "Mother-In-Law Suite" (hereafter MILS) accessory dwelling unit within an existing residence on a 5.26-acre parcel located at W168 N12394 Century Lane.

The existing dwelling is a 2-story building with approximately 3,300 square feet of living space. Paul and Christine Ryan are proposing to convert 1,190 square feet of the existing floor space into an accessory MILS dwelling. The project specifically proposes to convert a storage/closet space into a bathroom, two (2) offices into bedrooms, and a bonus room into a living room to make up the MILS. The resulting square footage will be 3,300 square feet of living space (1,190 square feet being MILS) and 2,142 non-living space, equaling 5,442 total square feet for the total dwelling. The MILS will be connected internally and externally to the principal dwelling, and a shared/primary entrance to both will be located on the northern side of the building, in addition to shared access being granted from the attached garage below the structure.

According to the application, the MILS will include two bedrooms, kitchenette, and a shower. The MILS is intended for occupancy by the owner's parents.

Staff Analysis
As provided in the Zoning Code, a single-family dwelling may include a "Mother-In-Law Suite" as a separate and accessory dwelling unit provided it meets the minimum requirements established under Section 17.08(51a) therein:

DWELLING, SINGLE-FAMILY. (Am. Ord. #12-08) A detached building designed, arranged, used for and occupied by one family. A single-family dwelling may include a "mother-in-law suite" as provided for and defined herein subject to the granting of a conditional use permit by the Village Board.

MOTHER-IN-LAW SUITE. (Cr. Ord. #12-08) One or more rooms within the principal dwelling that are designed, arranged, and occupied by one or more members of the same family occupying the principal dwelling provided that such rooms do not constitute a separate dwelling unit. Further, for purposes of this provision, and unless otherwise provided for as a condition of approval in a conditional use permit, a "mother-in-law suite" shall meet the following minimum requirements and limitations:

a. *The "mother-in-law suite" cannot have a separate entry arranged so as to be used as the principal and exclusive means of access to the "mother-in-law" suite;*
b. *The "mother-in-law suite" must share the main entry that provides the principal means of access to the principal dwelling;*
c. *The "mother-in-law suite" can have separate rooms within the single-family dwelling such as a living room, bedroom, bathroom, kitchen and laundry room but shall also have one or more rooms or areas that are shared in common with the principal dwelling;*
d. *The "mother-in-law suite" cannot be used or occupied by a non-family member or for rental purposes;*
e. *The "mother-in-law suite" cannot be served by a separate electric, water or other utility connection or meter;*
f. *The "mother-in-law suite" cannot have a separate mailing address;*

g. *The owner of the single-family dwelling must live in the principal dwelling;*
h. *The "mother-in-law suite" cannot occupy more than 50% of the total dwelling unit floor area;*
i. *The principal dwelling cannot be constructed or modified such that the scale or appearance is different than a typical and customary dwelling or the single-family dwellings on surrounding properties;*
j. *Additional restrictions and/or limitations may be adopted as part of a conditional use permit granted by the Village Board.*

All the minimum requirements listed above appear to be met by the proposed MILS. In addition to the requirement for ongoing compliance with the "Mother-In-Law Suite" limitations and requirements, the owners should be required to notify the Village if/when use of the accessory dwelling changes or ceases to be used as a MILS.

VILLAGE STAFF RECOMMENDATION

APPROVE the Conditional Use Permit (CUP) for Paul and Christine Ryan to allow a "Mother-In-Law Suite" accessory dwelling as part of the single-family dwelling located at W168 N12394 Century Lane, subject to the following conditions:

1. The MILS shall be constructed consistent with the building/floor plan revised dated March 3, 2025, as presented to the Village Plan Commission and Village Board.
2. The MILS shall comply with the MILS requirements as defined in Section 17.08(51a) of the Zoning Code of an ongoing basis.
3. The property owner shall notify the Community Development Director/Village Zoning Administrator if/when use of the lower level of the dwelling changes or ceases to be used as a "Mother-In-Law Suite".
4. The Conditional Use Permit shall not be transferable to a subsequent owner unless said owner is a member of the Ryan family.

CUP # __-2025 Document No.	CONDITIONAL USE PERMIT Document Title

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

Whereas the Applicants:
Paul and Christine Ryan, Property Owners

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

Now, therefore, this permit is issued to allow the development and operation of a "Mother-In-Law Suite" from the property located at W168 N12394 Century Lane pursuant to Section 17.08(51a) of the Village Zoning Code.

Name & Return Address:
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Parcel Identification No:
GTNV 152-987

On the following described property located in the Village of Germantown, Washington County, Wisconsin:
Lot 1 of Certified Survey Map No. 5849, recorded February 14, 2005, in Volume 43 of Certified Survey Maps on Pages 35 to 38, as Document No. 1078223, being a part of the Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 15, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

Tax Key No: 152-987
Address: W168 N12394 Century Lane

Pursuant to the following condition(s):

1. The MILS shall be constructed consistent with the building/floor plan revised dated March 3, 2025, as presented to the Village Plan Commission and Village Board.
2. The MILS shall comply with the MILS requirements as defined in Section 17.08(51a) of the Zoning Code of an ongoing basis.
3. The property owner shall notify the Community Development Director/Village Zoning Administrator if/when use of the lower level of the dwelling changes or ceases to be used as a "Mother-In-Law Suite".
4. The Conditional Use Permit shall not be transferable to a subsequent owner unless said owner is a member of the Ryan family.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of ___________________, 2025.

____
Robert A. Soderberg, Village President

ATTEST:

____
Donna Ott, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this _____ day of ____________________, 2025, the above-named Robert A. Soderberg, Village President, and Donna Ott, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____
{type or print name of Notary on this line}

____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _______________

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER
I hereby accept the terms and conditions set forth in this Permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ___ day of ________________, 2025

____
Paul Ryan, Property Owner

STATE OF WISCONSIN) SS
____________ COUNTY)

Personally came before me this ______ day of __________________, 2025, being the above named _____________________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
{type or print name of Notary on this line}

____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _________

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

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

Dated this ___ day of ________________, 2025

____
Christine Ryan, Property Owner

STATE OF WISCONSIN) SS
____________ COUNTY)

Personally came before me this ______ day of __________________, 2025, being the above named _____________________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
{type or print name of Notary on this line}

____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _________

This instrument was drafted by:

Jordan Yanke
Associate Planner
Village of Germantown, Wisconsin

SCANNED

Village of Germantown ....Willkommen

Fee must accompany application

☑ $1460 Paid JY Date 03/11/25

Chk # 1344

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Paul + Christine Ryan - owners
W168 N12394 Century Lane
Germantown, WI 53022

Phone (414) 546-6617
Fax ( )
E-Mail paul5466@yahoo.com

PROPERTY OWNER

" "

Phone ( )

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Ryan, Paul + Christine

RECEIVED
MAR 11 2025
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

3 PROPERTY ADDRESS

W168N12394 Century Lane

TAX KEY NUMBER

GTNV 152987

4 DESCRIPTION OF EXISTING OPERATION

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

Single family home, w addition attached to home. The addition has two floors. Floor 1 is a garage and floor 2 is living space also attached to the main home. Paul + Christine Ryan and 18yo daughter

5 DESCRIPTION OF PROPOSED OPERATION

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

(5)(a) Mother-in-law Suite (cr. ord. # 17-08)

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

Paul and Christine each have elderly parents. Additionally we have 2 daughters 18 and 29. We also have numerous grandchildren.

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

7 SUPPORTING DOCUMENTATION:

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

8 READ AND INITIAL THE FOLLOWING:

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

PSD I will notify the Village if <u>any</u> aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

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

PSD I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Paul D. [signature] 3/10/25

Applicant Date

Christine [signature] 3/10/2025

Paul D. [signature] 3/10/2025

Owner Date

CONDITIONAL USE PERMIT

Village Board Meeting

SUMMARY

Paul and Christine Ryan, property owners of a 5-acre parcel, are requesting a Conditional Use Permit in order to convert an existing addition into a mother-in law-suite. The conversion will not alter the footprint of the existing structures.

Property locationtion: W168N12394 Century Lane

Conditional Use Permit **Paul & Christine Ryan**

Proposal

Paul and Christine Ryan, property owners of a 5-acre parcel, are requesting to convert an addition built in 2013 into a mother-in-law suite. The property address is W168N12394 Century Lane.

The dwelling unit is a two-story building with approximately 2111 square feet of living space prior to constructing the addition. Paul and Christine Ryan are proposing to convert a 1190.1 square foot addition into a mother-in-law suite. If the conversion is approved, the total living space would be 3300.76 square feet.

The first floor of the addition is a 4-car garage with a square footage of 1190.1 feet. Additionally, the original dwelling unit has a basement with 952 square feet. The resulting square footage will be 5442.86. The mother-in law suite will occupy 1190.1 square feet.

The mother-in-law suite will be connected internally and externally to the principal dwelling. The entrance to both the primary dwelling and the mother-in-law suite will continue to be the main entry to the building.

The mother-in-law suite will include two bedrooms, kitchenette, and a shower. The mother-in-law suite is intended for occupancy by Christine's aging parents. We also may use the space for either of our adult daughters and grandchildren.

Scope

The scope of the project will include the following modifications:

1) The room in the addition currently labeled as a closet will be converted into a full bathroom.
2) The two rooms currently labeled as offices will have closets installed and be relabeled as bedrooms.

Conditional Use Permit Paul & Christine Ryan

3) The room currently labeled as "bonus room" will be relabeled as "living room". One more window will be added to the living room. This will bring the room into compliance with SPS321.05. Natural light is 8% of the floor area by glazed openings and ventilation is 3.5% of the floor area in the form of openable doors or windows.

Analysis

As provided in the Zoning Code, a single-family dwelling may include a "mother-in-law suite" as a separate and accessory dwelling unit provided it meets the minimum requirements under section 17.08(51a) therein:

DWELLING, SINGLE-FAMILY. (Am. Ord. #12-08) A detached building designed, arranged, used for and occupied by one family. A single-family dwelling may include a "mother-in-law suite" as provided for and defined herein subject to the granting of a conditional use permit by the Village Board.

MOTHER-IN-LAW SUITE. (Cr. Ord. #12-08) One or more rooms within the principal dwelling that are designed, arranged, and occupied by one or more members of the same family occupying the principal dwelling provided that such rooms do not constitute a separate dwelling unit. Further, for purposes of this provision, and unless otherwise provided for as a condition of approval in a conditional use permit, a "mother-in-law suite" shall meet the following minimum requirements and limitations:

a. *The "mother-in-law suite" cannot have a separate entry arranged so as to be used as the principal and exclusive means of access to the "mother-in-law" suite;*
b. *The "mother-in-law suite" must share the main entry that provides the principal means of access to the principal dwelling;*
c. *The "mother-in-law suite" can have separate rooms within the single-family dwelling such as a living room, bedroom, bathroom, kitchen and laundry room but shall also have one or more rooms or areas that are shared in common with the principal dwelling;*
d. *The "mother-in-law suite" cannot be used or occupied by a non-family member or for rental purposes;*
e. *The "mother-in-law suite" cannot be served by a separate electric, water or other utility connection or meter;*
f. *The "mother-in-law suite" cannot have a separate mailing address;*
g. *The owner of the single-family dwelling must live in the principal dwelling;*
h. *The "mother-in-law suite" cannot occupy more than 50% of the total dwelling unit*

Conditional Use Permit Paul & Christine Ryan

floor area;

i. *The principal dwelling cannot be constructed or modified such that the scale or appearance is different than a typical and customary dwelling or the single-family dwellings on surrounding properties;*

j. *Additional restrictions and/or limitations may be adopted as part of a conditional use permit granted by the Village Board.*

In accordance with (Cr. Ord. #12-08)a Our addition* does not have a separate entrance.

In accordance with (Cr. Ord. #12-08)b Our addition does share the main entrance with the main dwelling unit.

In accordance with (Cr. Ord. #12-08)c Our addition does have a shared laundry room and a shared garage.

In accordance with (Cr. Ord. #12-08)d We agree to the terms that the mother-in-law suite will never be occupied by anyone who is not a family member. We also understand that at no time can the mother-in-law suite be rented.

In accordance with (Cr. Ord. #12-08)e The addition and main home are only served by one electric meter, one well, and one gas meter.

In accordance with (Cr. Ord. #12-08)f The address for the addition and the main dwelling unit are the same address.

In accordance with (Cr. Ord. #12-08)g We are the owners of the single family residence and we occupy the principal dwelling unit.

In accordance with (Cr. Ord. #12-08)h The addition does not occupy more than 50% of our principal dwelling unit.

Conditional Use Permit Paul & Christine Ryan

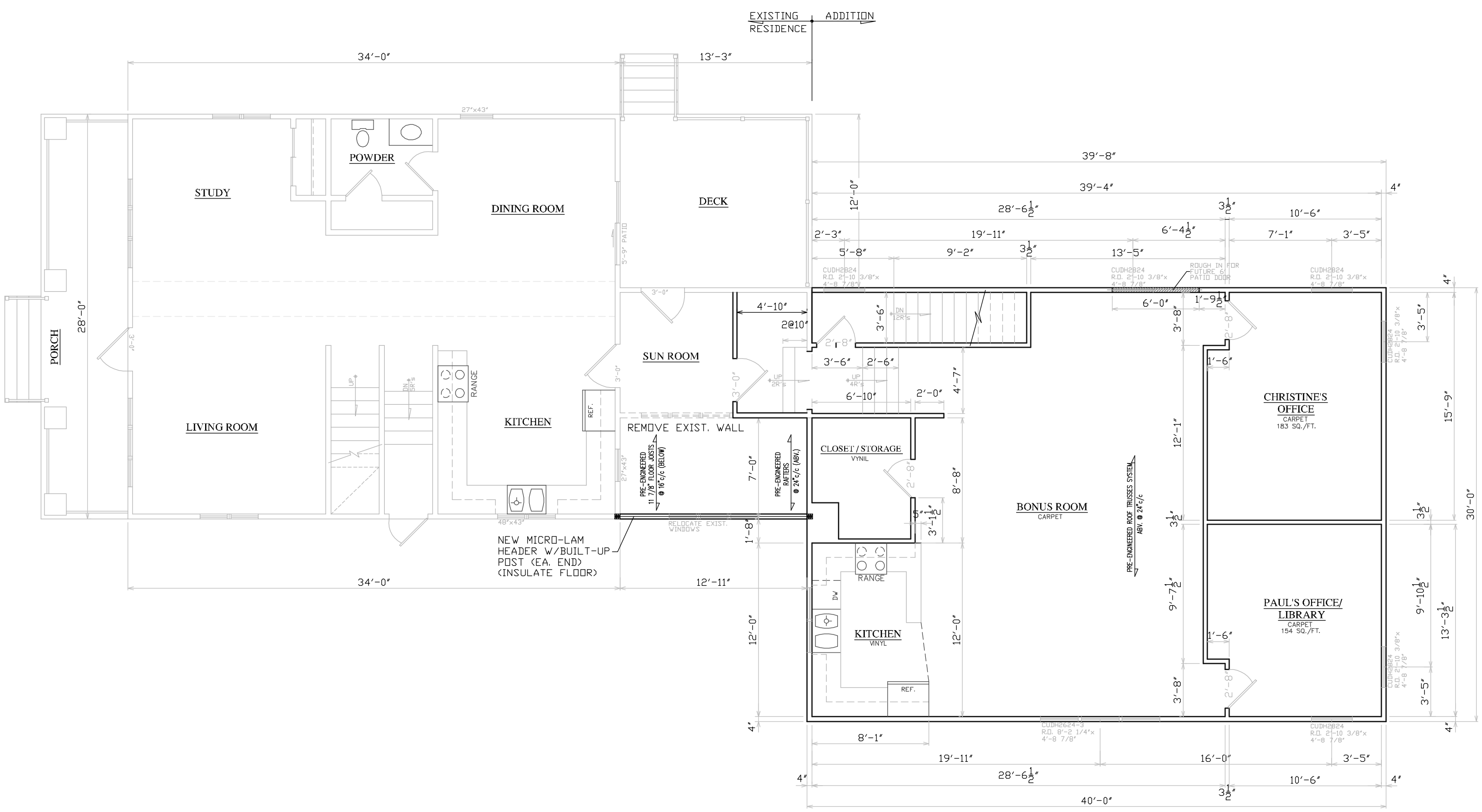
In accordance with (Cr. Ord. #12-08)I The footprint will not change with a conversion to a mother-in-law suite.

In accordance with (Cr. Ord. #12-08)j We understand that the conditional use permit is a privilege and not a right.
Unless otherwise stated "Our addition"="Our Mother-in-Law Suite"

In addition to the requirements for ongoing compliance with the mother-in-law suite limitations and requirements, the owners understand that we are required to notify the Village if/when use of the accessory dwelling changes or ceases to be used as a mother-in-law suite.

Living Space	Floor size	Sq ft
Laundry Room	16'x12'-11"	206.66
1st floor main dwelling unit	34'x28'	952
2nd floor main dwelling unit	34'x28'	952
Addition	**39'-8"x30'**	**1,190.10**
Total living space before addition		2110.66

Non Living space	Floor size	Sq ft
Main dwelling unit basement	34'x28'	952
Garage	39'-8"x30'	1,190.10
Total non living space		2,142.10
Total square footage		5,442.86
Total living space including addition		3,300.76
÷2=Maximum allowed square footage for a Mother in law Suite per (Cr. Ord. #12-08)h 50% of the total dwelling unit floor area.		**1650.38**



FIRST FLOOR PLAN

1/4" = 1'-0"
APPROX. 1290 SQ./FT.

PLAN NORTH

NOTE:
* INTERIOR WALLS TO BE INSTALLED BY G.C.
* ALL FIXTURES TO BE LOCATED AND FINISHED BY OWNER.
* ELECTRICAL BY OWNER.

FOR FIELD USE

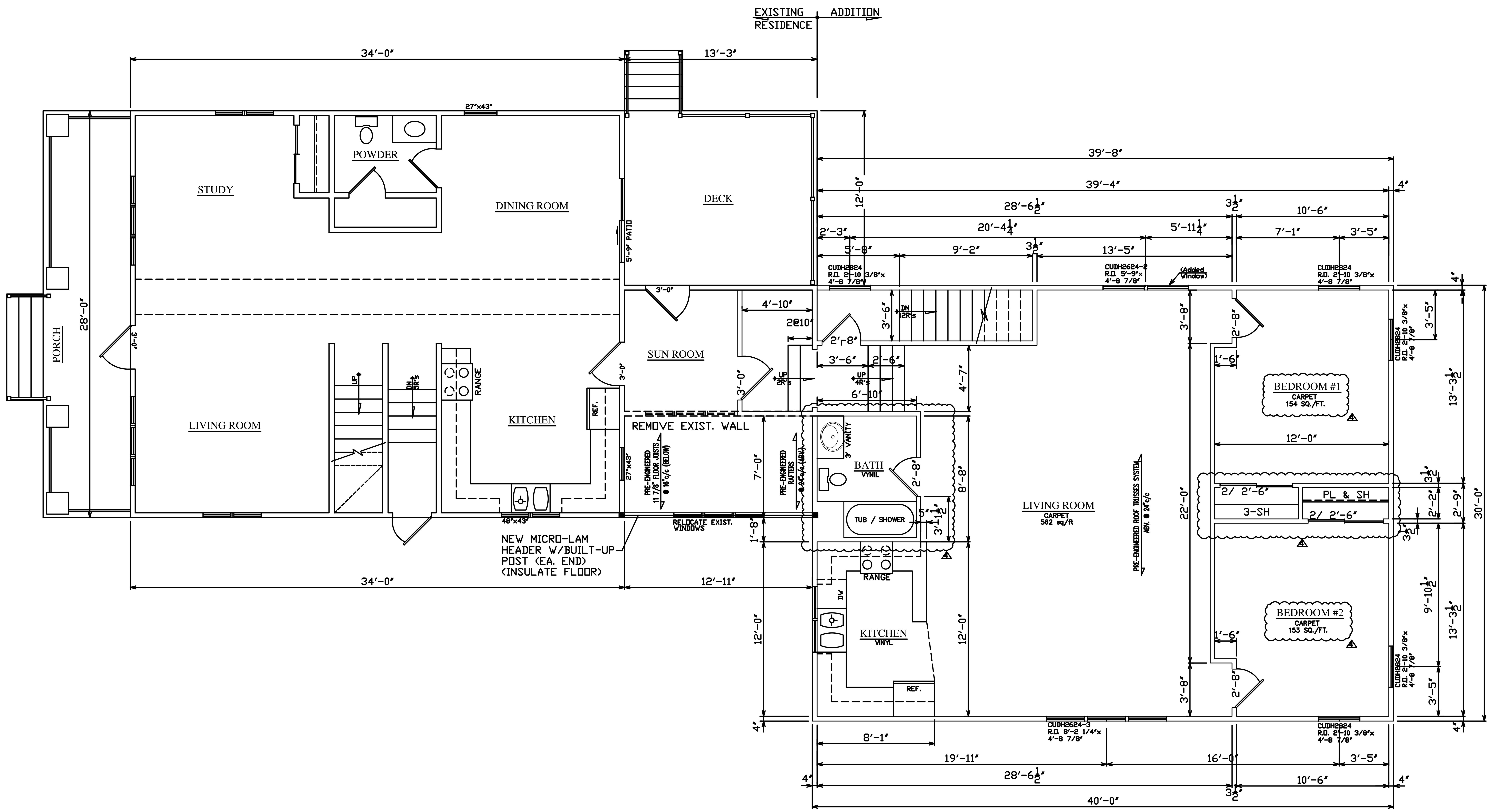
PAUL & CHRISTINE RYAN RESIDENCE
ADDITION
W168 N12394 NORTH CENTURY LANE
GERMANTOWN, WISCONSIN
PHONE: 414-546-6617

REVISIONS

DATE:	BY:	DESCRIPTION
11/11/10	SM	REVISED STAIR WELL
9/20/12	SM	REVISED KITCHEN AREA
10/26/12	SM	REVISE CLOSET

CLIENT: Ryan Residence, Germantown, Wisconsin
TITLE: First Floor Plan
DATE: 9/18/10 | SQ. FEET: 1290
PROJECT #: H1014 | DRAWN BY: SM | SCALE: 1/4"=1' | PAGE #: A2

HORIZON DESIGN LLC



FIRST FLOOR PLAN

1/4" = 1'-0"
APPROX. 1290 SQ./FT.

PLAN NORTH

NOTE:
* INTERIOR WALLS TO BE INSTALLED BY G.C.
* ALL FIXTURES TO BE LOCATED AND FINISHED BY OWNER.
* ELECTRICAL BY OWNER.
* ALL ROUGH OPENINGS MUST BE VERIFIED WITH WINDOW/DOOR MANUFACTURER.

FOR FIELD USE

PAUL & CHRISTINE RYAN RESIDENCE ADDITION
W168 N12394 NORTH CENTURY LANE
GERMANTOWN, WISCONSIN
PHONE: 414-546-6617

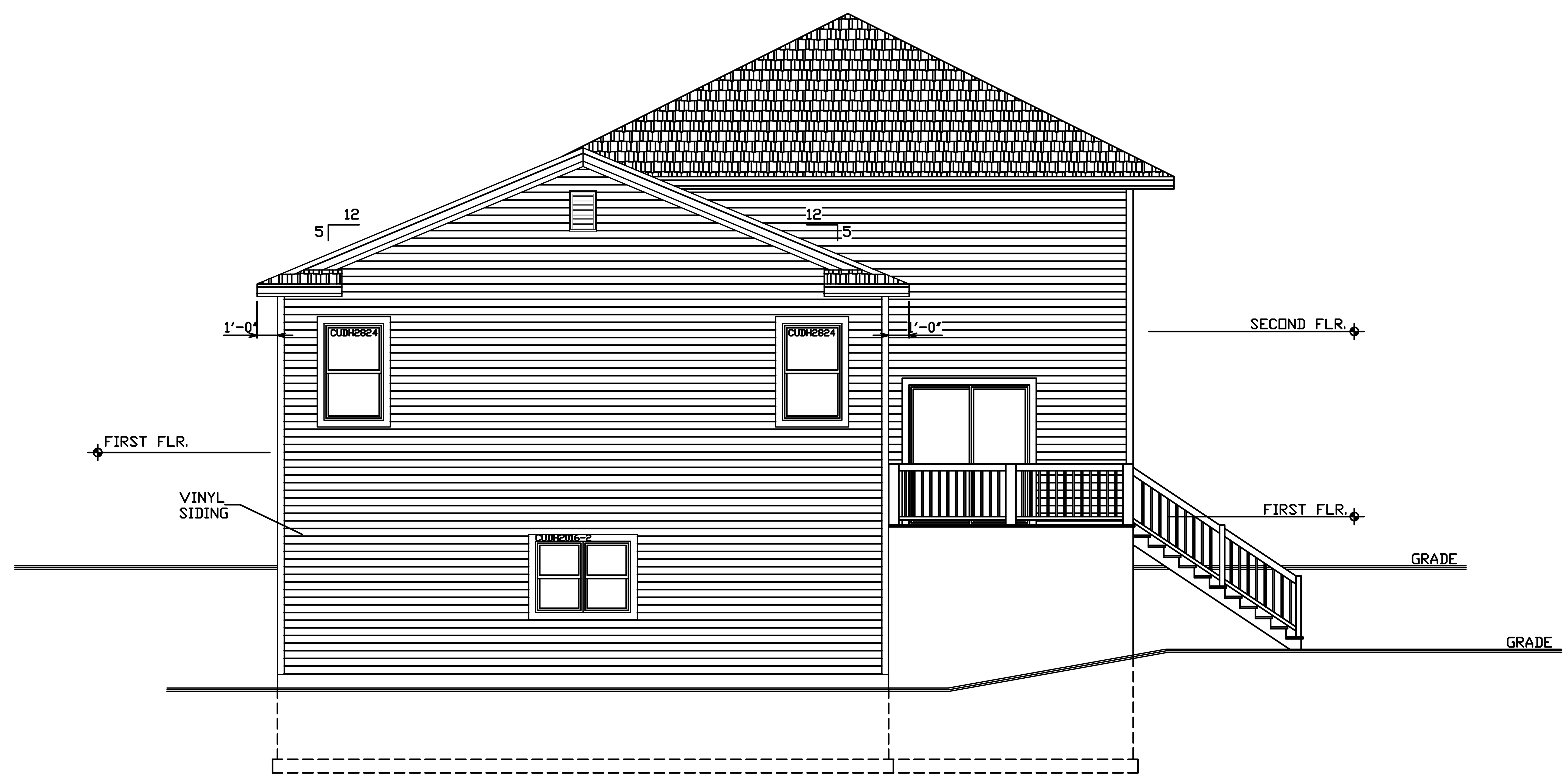
REVISIONS

DATE:	BY:	DESCRIPTION
11/11/10	SM	REVISED STAIR WELL
9/20/12	SM	REVISED KITCHEN AREA
10/26/12	SM	REVISE CLOSET
3/3/25	SM	UPDATE FLOOR PLAN

CLIENT: Ryan Residence Germantown, Wisconsin
TITLE: First Floor Plan | DATE: 9/18/10 | SQ. FEET: 1290
PROJECT #: H1014 | DRAWN BY: SM | SCALE: 1/4"=1' | PAGE #: A2

HORIZON DESIGN LLC
Commercial / Residential Design
Project Management & Consulting

WEST ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"

FOR FIELD USE

PAUL & CHRISTINE RYAN RESIDENCE ADDITION
W168 N12394 NORTH CENTURY LANE
GERMANTOWN, WISCONSIN
PHONE: 414-546-6617

REVISIONS

DATE:	BY:	DESCRIPTION
.	.	
.	.	
.		
.		

CLIENT: Ryan Residence, Germantown, Wisconsin

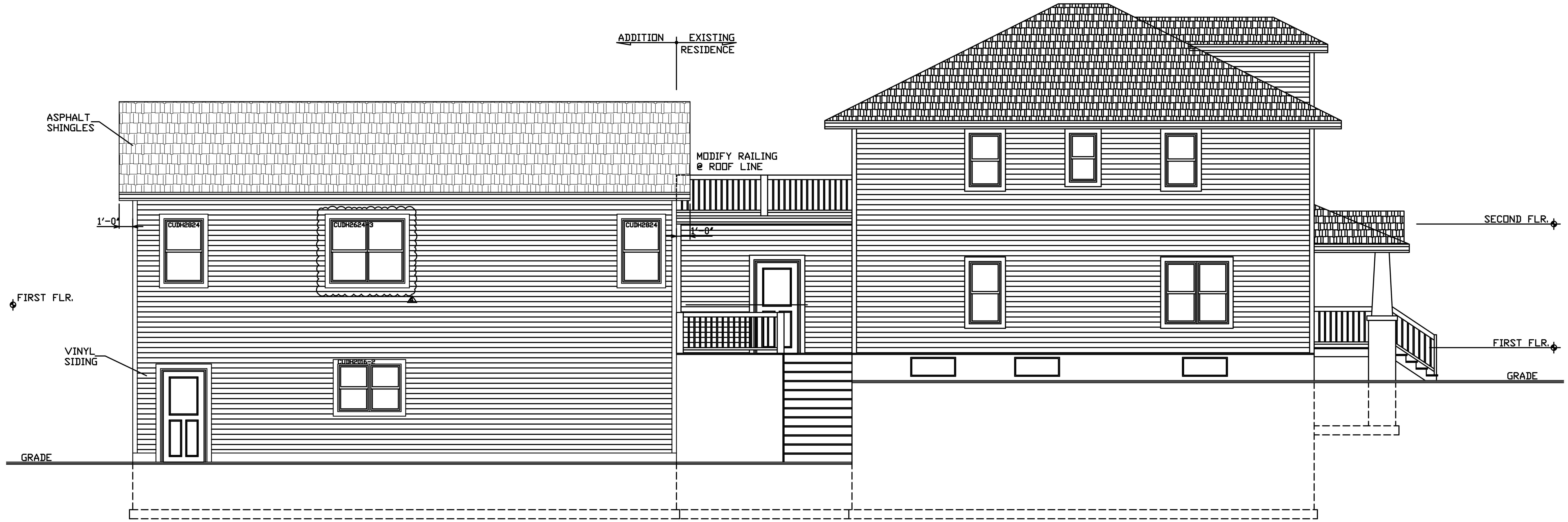
TITLE: Elevations

PROJECT #:	DRAWN BY:	SCALE:	PAGE #:
H1014	SM	1/4"=1'	A4

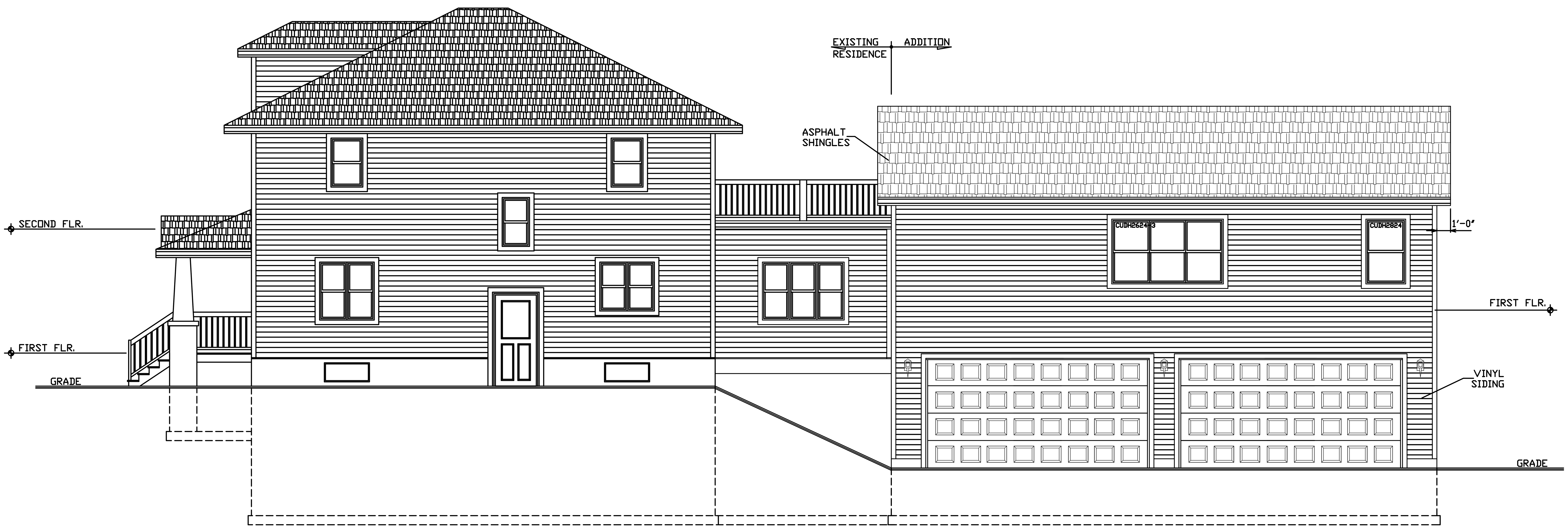
DATE: 9/18/10

SQ. FEET: –

HORIZON DESIGN LLC
Commercial / Residential Design
Project Management & Consulting
EST. 1987
N161 W19031 Oakland Drive
Jackson, Wisconsin 53037
PH. 262-707-9370
scott.hd2@charter.net



NORTH ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"

FOR FIELD USE

PAUL & CHRISTINE RYAN RESIDENCE
ADDITION
W168 N12394 NORTH CENTURY LANE
GERMANTOWN, WISCONSIN
PHONE: 414-546-6617

REVISIONS

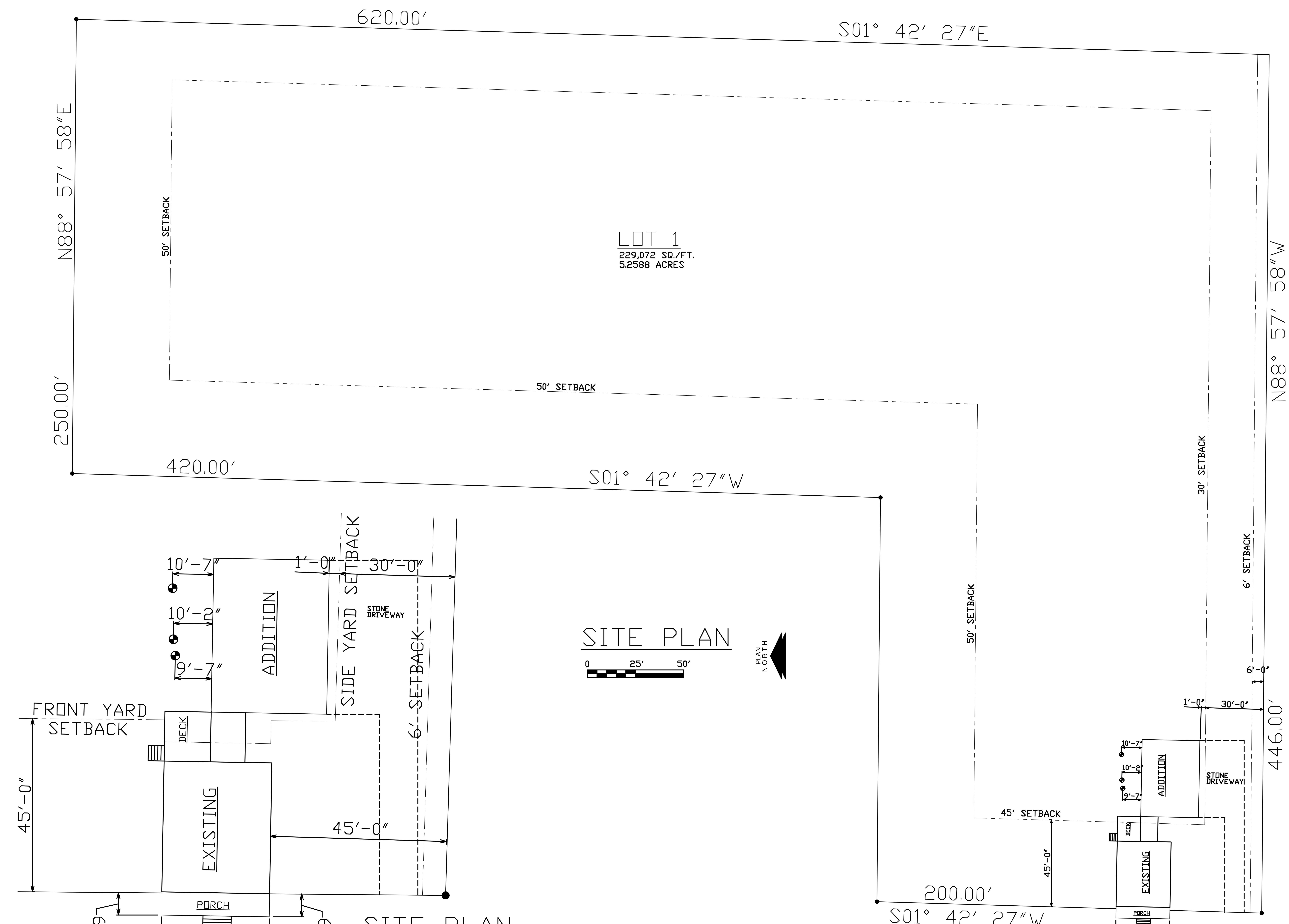
DATE:	BY:	DESCRIPTION
.		
.		
.		
3/3/25	SM	REVISED PER OWNER 4

CLIENT: Ryan Residence
Germantown, Wisconsin

TITLE: Elevations	DATE: 9/18/30	SQ. FEET: –
PROJECT #: H1014	DRAWN BY: SM	SCALE: 1/4"=1'	PAGE #: A4

HORIZON DESIGN
LLC
Commercial / Residential Design
Project Management & Consulting
EST. 1987

N161 W19031 Oakland Drive
Jackson, Wisconsin 53037
PH. 262-707-9570
scott.hd2@charter.net



NOTE:
THIS DRAWING IS FOR GRAPHIC
REPRESENTATION ONLY. SEE SURVEY
FOR EXACT INFORMATION.

FOR FIELD USE

HORIZON DESIGN
LLC
Commercial / Residential Design
Project Management & Consulting
EST. 1987

N161 W19031 Oakland Drive
Jackson, Wisconsin 53037
PH. 262-707-9370
scott.hd2@charter.net

CLIENT: Ryan Residence, Germantown, Wisconsin		
TITLE: Site Plan	DATE: 9/20/10	SQ. FEET: xxx
PROJECT #: H1014	DRAWN BY: SM	SCALE: X
PAGE #: SP1		

REVISIONS

DATE:	BY:	DESCRIPTION
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PAUL & CHRISTINE RYAN RESIDENCE
ADDITION
W168 N12394 NORTH CENTURY LANE
GERMANTOWN, WISCONSIN
PHONE: 414-546-6617

NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Plan Commission at the Germantown Village Hall located at N112W17001 Mequon Road, Germantown, Wisconsin and virtually through the WebEx platform on the following date and at the time noted below (or soon thereafter):

DATE: Monday, April 28th, 2025
TIME: 6:30 pm or later

The purpose of said hearing is to hear all parties, their attorneys or agents, for or against a Conditional Use Permit application for a "Mother-In-Law Suite" from the property described below pursuant to Section 17.08 (51a) of the Village Zoning Code.

Applicant: Paul & Christine Ryan, Property Owners
Property Address: W168N12394 Century Lane (GTNV_152987)

Property Description:
LOT 1 OF CERTIFIED SURVEY MAP NO. 5849, RECORDED FEBRUARY 14, 2005, IN VOLUME 43 OF CERTIFIED SURVEY MAPS ON PAGES 35 TO 38, AS DOCUMENT NO. 1078223, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN.

A copy of the application and a map showing the property described above are on file at the Community Development Department-Planning & Zoning Services office in the Germantown Village Hall and can be viewed on our website by following this link:

Website: https://www.germantownwi.gov/589/Proposed-Development-Projects

Citizens wishing to submit any public comments should do so by sending them by email to: comments@germantownwi.gov no later than 4:00pm on the meeting date listed above.

Donna Ott, Village Clerk
Dated this 2nd day of April 2025

To Be Published On: April 9th and April 16th, 2025

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Resolution Authorizing the Issuance and Sale of Not Exceed $9,980,000 Taxable General Obligation Promissory Notes, Series 2025A (Action)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Germantown Fin. Plan 2025 For Sale
2. PreSaleReport.Germantown.2025A
3. Germantown Village (2025-06 Taxable GO Notes Series 2025A) Parameters Resolution

STAFF RECOMMENDATION:

ACTION BY Committee:

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Village of Germantown 2025 Finance Plan & TID 10 Update

May 5, 2025

TID 10 Update

- Options Available to the Village Board
  - ✓ Delay action to seek additional input from the community and developers
    - ➢ Lower density
    - ➢ Revised mix of residential types
  - ✓ Approve the Project Plan as prepared and presented to the Plan Commission on March 31st and April 14th
  - ✓ Board approves the Project Plan presented to the Plan Commission and makes changes (projects and/or boundary) to be incorporated prior to the final JRB
  - ✓ Deny approval of the TID

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2025 Finance Plan

- Summary of Both Financings

  ✓ $4,165,000 General Obligation Notes, Series 2025A

  - Finances $3,800,000 in 2025 budgeted capital and equipment expenses (Table 3)
  - Finances $365,000 in TID 10 planning expenses (Table 3)
  - 10 – Year amortization with relatively level P & I payments on the general capital projects and a 3-year delay in principle on the TID 10 portion (Table 6)

  ✓ $9,980,000 Taxable General Obligation Notes, Series 2025B

  - Finances $8,810,000 in eligible TID 10 expenses including but not limited to land acquisition, demolition and related professional services costs (Table 3)
  - Finances $1,170,000 in non-TID land acquisition costs for Grosnick (Table 3)
  - 20 – Year amortization with relatively level P & I payments starting in 2029. This is to time the anticipated TID revenues with payments on this Taxable Note (Table 5)

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Capital Project List

Table 3
Capital Improvement Plan & Funding Uses

Village of Germantown, WI

Projects	Purpose/Dept.	Plan Issue	Funding	2025	2026	2027	Totals
Windows 11 Upgrade	Information Technology	2025 G.O. Notes	G.O. Debt	80,000			80,000
IDEMIA Replacement	Police	2025 G.O. Notes	G.O. Debt	40,000			40,000
4 Squad Cars	Police	2025 G.O. Notes	G.O. Debt	280,000			280,000
PD Security Upgrades	Police	2025 G.O. Notes	G.O. Debt	15,000			15,000
2025 Road Program	Engineering	2025 G.O. Notes	G.O. Debt	1,560,000			1,560,000
Storm Water Feasibility	Engineering	2025 G.O. Notes	G.O. Debt	75,000			75,000
Pond Improvement Projects	Engineering	2025 G.O. Notes	G.O. Debt	25,000			25,000
Tree replacement	Highway	2025 G.O. Notes	G.O. Debt	30,000			30,000
2025 Patrol Truck	Highway	2025 G.O. Notes	G.O. Debt	295,000			295,000
VH Fire Panel Replacement	Buildings & Grounds	2025 G.O. Notes	G.O. Debt	30,000			30,000
Radio Tower UPS Replacement	Buildings & Grounds	2025 G.O. Notes	G.O. Debt	22,000			22,000
Library Fire Panel Replacement	Buildings & Grounds	2025 G.O. Notes	G.O. Debt	18,000			18,000
Library Remot Door Access	Buildings & Grounds	2025 G.O. Notes	G.O. Debt	55,000			55,000
Library AHU Damper	Buildings & Grounds	2025 G.O. Notes	G.O. Debt	15,000			15,000
Truck 437 Replacement	Parks	2025 G.O. Notes	G.O. Debt	71,000			71,000
Friedstadt/Haupt Improvements	Recreation	2025 G.O. Notes	G.O. Debt	43,000			43,000
Kinderberg Improvements	Recreation	2025 G.O. Notes	G.O. Debt	40,000			40,000
Firemans Park Improvements	Recreation	2025 G.O. Notes	G.O. Debt	40,000			40,000
Division Road Prep & Design	Recreation	2025 G.O. Notes	G.O. Debt	500,000			500,000
PD/FIRE Building	Police	2025 G.O. Notes	G.O. Debt	500,000			500,000
TID Planning	TID 10	2025 G.O. Notes	G.O. Debt	355,755			355,755
Flower Source #1	TID 10	2025 Taxable G.O. Notes	G.O. Debt	1,700,000			1,700,000
Flower Source #2	TID 10	2025 Taxable G.O. Notes	G.O. Debt	700,000			700,000
Ascension	TID 10	2025 Taxable G.O. Notes	G.O. Debt	5,000,000			5,000,000
Closing Costs	TID 10	2025 Taxable G.O. Notes	G.O. Debt	591,700			591,700
Grosnick	Capital	2025 Taxable G.O. Notes	G.O. Debt	1,075,000			1,075,000
Demo of Flower Source	TID 10	2025 Taxable G.O. Notes	G.O. Debt	100,000			100,000
							0
Actual CIP Costs				**13,256,455**	**0**	**0**	**13,256,455**
Sources of Funding							
G.O. Debt				13,256,455	0	0	13,256,455
Total				**13,256,455**	**0**	**0**	**13,256,455**
Debt Obligations							
2025 Taxable G.O. Notes				9,166,700	0	0	9,166,700
2025 G.O. Notes				4,089,755	0	0	4,089,755
Total				**13,256,455**	**0**	**0**	**13,256,455**

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Key Financial Assumptions

- Conservative Growth Assumptions (Table 1)
  - ✓ Village economic growth over the last 5 years has averaged 6.48%
    - ➢ Future economic growth assumptions used in planning models is 1.62% or 75% of historic
  - ✓ Village new construction growth over the last 5 years has averaged 2.38%
    - ➢ Future new construction growth assumptions used in planning models is 1.19% or 50% of historic
- Conservative Interest Rates (Tables 5 & 6)
  - ✓ We continue to monitor the bond market which has stabilized over the last 2 weeks
  - ✓ Financing plan assumes recently held issues with similar credit plus .40 basis points

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Conservative Growth Assumptions

Table 1
Equalized Value Projection Model

Village of Germantown, WI

I. Five-Year Historical TID IN Growth by Category (Data Per Wis. Dept. of Revenue)

Vaulation Year	Budget Year	Historical TID IN Equalized Value		Economic Change		New Construction		Other & Personal Property	
2020	2021	2,900,792,300							
2021	2022	3,157,994,500	8.87%	188,439,700	6.50%	76,778,100	2.65%	-8,015,600	-0.28%
2022	2023	3,555,243,900	12.58%	326,170,300	10.33%	74,285,800	2.35%	-3,206,700	-0.10%
2023	2024	3,929,189,400	10.52%	260,824,000	7.34%	106,623,400	3.00%	6,498,100	0.18%
2024	2025	4,195,679,600	6.78%	194,284,800	4.94%	117,992,300	3.00%	-45,786,900	-1.17%
AVERAGE CHANGE				242,429,700	7.28%	93,919,900	2.75%	-12,627,775	-0.34%

II. Five-Year Historical TID OUT Growth by Category (Data Per Wis. Dept. of Revenue - Breakdown Assumes Same Ratios as TID IN)

Vaulation Year	Budget Year	Historical TID OUT Equalized Value		Economic Change		New Construction		Other & Personal Property	
2020	2021	2,789,585,400							
2021	2022	3,020,445,200	8.28%	169,139,889	6.06%	68,914,561	2.47%	-7,194,650	-0.26%
2022	2023	3,389,240,200	12.21%	302,807,193	10.03%	68,964,816	2.28%	-2,977,009	-0.10%
2023	2024	3,683,230,100	8.67%	205,055,608	6.05%	83,825,591	2.47%	5,108,701	0.15%
2024	2025	3,875,218,900	5.21%	139,969,521	3.80%	85,005,753	2.31%	-32,986,474	-0.90%
AVERAGE CHANGE				204,243,053	6.48%	76,677,680	2.38%	-9,512,358	-0.28%

III. Projection of TID OUT Equalized Value - Selection of Method & Discount

PROJECTION METHOD	Percent	Percent	Manual Adjustments
DISCOUNT FACTOR	75.00%	50.00%	

IV. Projection of TID OUT Equalized Value

Vaulation Year	Budget Year	Projected TID OUT Equalized Value		Economic Change		New Construction		TID Closure or Other Adjustment	
2025	2026	3,984,230,425	2.81%	62,824,300	1.62%	46,187,225	1.19%		0.00%
2026	2027	4,096,308,490	2.81%	64,591,574	1.62%	47,486,491	1.19%		0.00%
2027	2028	4,211,539,358	2.81%	66,408,562	1.62%	48,822,306	1.19%		0.00%
2028	2029	4,330,011,719	2.81%	68,276,663	1.62%	50,195,698	1.19%		0.00%
2029	2030	4,451,816,756	2.81%	70,197,314	1.62%	51,607,724	1.19%		0.00%
2030	2031	4,577,048,220	2.81%	72,171,993	1.62%	53,059,470	1.19%		0.00%
2031	2032	4,705,802,497	2.81%	74,202,222	1.62%	54,552,055	1.19%		0.00%

2025A – Proposed Amortization Schedule

Table 6
Allocation of Debt Service - 2025 G.O. Notes

Village of Germantown, WI

Year	Levy Portion				TID 10 Portion				Year	Totals		
Ending	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Ending	Principal (3/1)	Interest	Total
2025				0		0.00%		0	2025	0	0	0
2026	200,000	3.65%	170,542	370,542	0	3.65%	17,141	17,141	2026	200,000	187,683	387,683
2027	425,000	3.65%	132,494	557,494	0	3.65%	14,520	14,520	2027	425,000	147,014	572,014
2028	450,000	3.67%	116,481	566,481	0	3.67%	14,520	14,520	2028	450,000	131,000	581,000
2029	500,000	3.73%	98,898	598,898	50,000	3.73%	13,587	63,587	2029	550,000	112,485	662,485
2030	325,000	3.78%	83,431	408,431	50,000	3.78%	11,710	61,710	2030	375,000	95,140	470,140
2031	325,000	3.84%	71,048	396,048	50,000	3.84%	9,805	59,805	2031	375,000	80,853	455,853
2032	370,000	3.89%	57,612	427,612	55,000	3.89%	7,775	62,775	2032	425,000	65,386	490,386
2033	400,000	4.05%	42,315	442,315	50,000	4.05%	5,693	55,693	2033	450,000	48,008	498,008
2034	400,000	4.20%	25,815	425,815	50,000	4.20%	3,630	53,630	2034	450,000	29,445	479,445
2035	405,000	4.30%	8,708	413,708	60,000	4.30%	1,290	61,290	2035	465,000	9,998	474,998
2036			0	0		0.00%	0	0	2036	0	0	0
2037			0	0		0.00%	0	0	2037	0	0	0
2038			0	0		0.00%	0	0	2038	0	0	0
2039			0	0		0.00%	0	0	2039	0	0	0
Total	3,800,000		807,342	4,607,342	365,000		99,668	464,668	Total	4,165,000	907,010	5,072,010

Notes:

1) Estimated Rate assumes Non BQ Aa2 sale of 4/23/25 + .40

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2025B – Proposed Amortization Schedule

Table 5
Allocation of Debt Service - 2025 Taxable G.O. Notes

Village of Germantown, WI

Year Ending	TID 10 Portion Principal	Est. Rate[1]	Interest	Total	Grosnick Portion Principal	Est. Rate	Interest	Total
2025				0		0.00%		0
2026			570,517	570,517	0	0.00%	75,670	75,670
2027			483,261	483,261	0	0.00%	64,097	64,097
2028			483,261	483,261	0	0.00%	64,097	64,097
2029	330,000	4.64%	475,608	805,608	45,000	4.64%	63,053	108,053
2030	330,000	4.74%	460,131	790,131	45,000	4.74%	60,942	105,942
2031	350,000	4.86%	443,798	793,798	50,000	4.86%	58,660	108,660
2032	375,000	4.99%	425,930	800,930	50,000	4.99%	56,196	106,196
2033	395,000	5.10%	406,492	801,492	55,000	5.10%	53,545	108,545
2034	420,000	5.22%	385,456	805,456	55,000	5.22%	50,707	105,707
2035	440,000	5.30%	362,834	802,834	60,000	5.30%	47,681	107,681
2036	465,000	5.37%	338,675	803,675	60,000	5.37%	44,479	104,479
2037	485,000	5.45%	312,957	797,957	65,000	5.45%	41,094	106,094
2038	530,000	5.52%	285,098	815,098	70,000	5.52%	37,389	107,389
2039	550,000	5.59%	255,085	805,085	75,000	5.59%	33,359	108,359
2040	595,000	5.65%	222,896	817,896	80,000	5.65%	29,002	109,002
2041	625,000	5.71%	188,255	813,255	80,000	5.71%	24,459	104,459
2042	665,000	5.75%	151,306	816,306	85,000	5.75%	19,733	104,733
2043	705,000	5.82%	111,689	816,689	95,000	5.82%	14,527	109,527
2044	750,000	5.86%	69,216	819,216	100,000	5.86%	8,835	108,835
2045	800,000	5.91%	23,620	823,620	100,000	5.91%	2,953	102,953
2046				0				0
Total	8,810,000		6,456,085	15,266,085	1,170,000		850,478	2,020,478

Year Ending	Totals Principal (3/1)	Interest	Total
2025	0	0	0
2026	0	646,186	646,186
2027	0	547,358	547,358
2028	0	547,358	547,358
2029	375,000	538,661	913,661
2030	375,000	521,073	896,073
2031	400,000	502,458	902,458
2032	425,000	482,126	907,126
2033	450,000	460,037	910,037
2034	475,000	436,163	911,163
2035	500,000	410,515	910,515
2036	525,000	383,153	908,153
2037	550,000	354,052	904,052
2038	600,000	322,487	922,487
2039	625,000	288,444	913,444
2040	675,000	251,898	926,898
2041	705,000	212,714	917,714
2042	750,000	171,039	921,039
2043	800,000	126,216	926,216
2044	850,000	78,051	928,051
2045	900,000	26,573	926,573
2046	0	0	0
Total	9,980,000	7,306,563	17,286,563

Notes:
1) Estimated Rate assumes AA TAX BVAL 4/28/25 + .40

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Tax Impact Analysis & Borrowing Capacity

- Tax Impact Analysis (Tables 7 & 8)
  - ✓ Village's debt service levy is remaining consistent in 2026 and drops in 2027and thereafter allowing for future capital borrowings
    - ➢ Table 7 assumes TID 10 is created and generates sufficient increment to meet its portion of the 2025A & B debt service
    - ➢ Table 8 assumes no TID 10 and demonstrates the financial impact both annually and over the life of the debt of absorbing that portion of the debt in the levy
- Borrowing Capacity (Table 9)
  - ✓ Including these issues the Village will be at 43% of the borrowing capacity
  - ✓ Currently the Village is at 37% of borrowing capacity

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Tax Impact Analysis w/TID 10

Proposed Debt								
2025 Taxable G.O. Notes 9,980,000 Dated: 6/26/2025 Total P & I	2025 G.O. Notes 4,165,000 Dated: 6/26/2025 Total P & I	Abatements Less: TID 10	Debt Service Levy Total Net Debt Service Levy	Levy Change from Prior Year	Taxes Total Tax Rate for Debt Service	Annual Taxes $415,209 Home	Year Ending
0	0	0	4,823,265		$1.24	$517	2025
646,186	387,683	(587,658)	4,874,116	50,851	$1.22	$508	2026
547,358	572,014	(497,781)	4,805,811	(68,305)	$1.17	$487	2027
547,358	581,000	(497,781)	4,541,077	(264,734)	$1.08	$448	2028
913,661	662,485	(869,195)	4,332,776	(208,301)	$1.00	$415	2029
896,073	470,140	(851,841)	4,331,135	(1,640)	$0.97	$404	2030
902,458	455,853	(853,603)	4,314,683	(16,452)	$0.94	$391	2031
907,126	490,386	(863,705)	3,890,308	(424,375)	$0.83	$343	2032
910,037	498,008	(857,185)	3,423,385	(466,923)	$0.71	$294	2033
911,163	479,445	(859,086)	3,360,547	(62,838)	$0.68	$281	2034
910,515	474,998	(864,124)	3,063,089	(297,458)	$0.60	$249	2035
908,153	0	(803,675)	2,571,579	(491,510)	$0.49	$203	2036
904,052	0	(797,957)	2,758,294	186,716	$0.51	$212	2037
922,487	0	(815,098)	2,723,389	(34,905)	$0.49	$203	2038
913,444	0	(805,085)	2,691,059	(32,330)	$0.47	$196	2039
926,898	0	(817,896)	2,744,402	53,343	$0.47	$194	2040
917,714	0	(813,255)	2,786,759	42,357	$0.46	$192	2041
921,039	0	(816,306)	2,828,133	41,374	$0.46	$189	2042
926,216	0	(816,689)	109,527	(2,718,606)	$0.02	$7	2043
928,051	0	(819,216)	108,835	(692)	$0.02	$7	2044
926,573	0	(823,620)	102,953	(5,883)	$0.02	$6	2045
0	0	0	0	(102,953)	$0.00	$0	2046
0	0	0	0	0	$0.00	$0	2047
0	0	0	0	0	$0.00	$0	2048
0	0	0	0	0	$0.00	$0	2049
17,286,563	5,072,010	(15,730,753)					Total

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Tax Impact Analysis w/o TID 10

Proposed Debt									
2025 Taxable G.O. Notes 9,980,000 Dated: 6/26/2025 Total P & I	2025 G.O. Notes 4,165,000 Dated: 6/26/2025 Total P & I	Abatements Less: TID 10	Debt Service Levy Total Net Debt Service Levy	Levy Change from Prior Year	Taxes Total Tax Rate for Debt Service	Total Tax Rate for Debt Service W/TID	Difference On $415,209 Home	Year Ending
0	0	0	4,823,265		$1.24	$1.24	$0	2025
646,186	387,683	0	5,461,773	638,508	$1.37	$1.22	$61	2026
547,358	572,014	0	5,303,592	(158,182)	$1.29	$1.17	$50	2027
547,358	581,000	0	5,038,858	(264,734)	$1.20	$1.08	$49	2028
913,661	662,485	0	5,201,971	163,113	$1.20	$1.00	$83	2029
896,073	470,140	0	5,182,976	(18,995)	$1.16	$0.97	$79	2030
902,458	455,853	0	5,168,286	(14,690)	$1.13	$0.94	$77	2031
907,126	490,386	0	4,754,013	(414,273)	$1.01	$0.83	$76	2032
910,037	498,008	0	4,280,570	(473,443)	$0.88	$0.71	$74	2033
911,163	479,445	0	4,219,633	(60,936)	$0.85	$0.68	$72	2034
910,515	474,998	0	3,927,213	(292,421)	$0.77	$0.60	$70	2035
908,153	0	0	3,375,253	(551,960)	$0.64	$0.49	$63	2036
904,052	0	0	3,556,252	180,999	$0.66	$0.51	$61	2037
922,487	0	0	3,538,487	(17,764)	$0.64	$0.49	$61	2038
913,444	0	0	3,496,144	(42,343)	$0.61	$0.47	$58	2039
926,898	0	0	3,562,298	66,154	$0.61	$0.47	$58	2040
917,714	0	0	3,600,014	37,716	$0.60	$0.46	$56	2041
921,039	0	0	3,644,439	44,425	$0.59	$0.46	$55	2042
926,216	0	0	926,216	(2,718,223)	$0.15	$0.02	$53	2043
928,051	0	0	928,051	1,835	$0.14	$0.02	$52	2044
926,573	0	0	926,573	(1,478)	$0.14	$0.02	$51	2045
0	0	0	0	(926,573)	$0.00	$0.00	$0	2046
0	0	0	0	0	$0.00	$0.00	$0	2047
0	0	0	0	0	$0.00	$0.00	$0	2048
0	0	0	0	0	$0.00	$0.00	$0	2049
17,286,563	5,072,010	0			Total Over the Life of the Debt		1,261	Total

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Borrowing Capacity Analysis

Table 9

General Obligation Debt Capacity Analysis - Impact of Financing Plan

Village of Germantown, WI

Existing Debt					Proposed Debt					
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	% of Limit	2025 Taxable G.O. Notes	2025 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2024	4,195,679,600	209,783,980		0%			$0	0%	$209,783,980	2024
2025	4,329,699,464	216,484,973	79,650,000	37%	9,980,000	4,165,000	$93,795,000	43%	$122,689,973	2025
2026	4,468,000,237	223,400,012	74,275,000	33%	9,980,000	3,965,000	$88,220,000	39%	$135,180,012	2026
2027	4,610,718,662	230,535,933	68,930,000	30%	9,980,000	3,540,000	$82,450,000	36%	$148,085,933	2027
2028	4,757,995,849	237,899,792	63,605,000	27%	9,980,000	3,090,000	$76,675,000	32%	$161,224,792	2028
2029	4,909,977,415	245,498,871	58,145,000	24%	9,605,000	2,540,000	$70,290,000	29%	$175,208,871	2029
2030	5,066,813,629	253,340,681	52,215,000	21%	9,230,000	2,165,000	$63,610,000	25%	$189,730,681	2030
2031	5,228,659,561	261,432,978	46,075,000	18%	8,830,000	1,790,000	$56,695,000	22%	$204,737,978	2031
2032	5,395,675,232	269,783,762	40,235,000	15%	8,405,000	1,365,000	$50,005,000	19%	$219,778,762	2032
2033	5,568,025,775	278,401,289	35,240,000	13%	7,955,000	915,000	$44,110,000	16%	$234,291,289	2033
2034	5,745,881,601	287,294,080	30,430,000	11%	7,480,000	465,000	$38,375,000	13%	$248,919,080	2034
2035	5,929,418,558	296,470,928	26,550,000	9%	6,980,000	0	$33,530,000	11%	$262,940,928	2035
2036	6,118,818,118	305,940,906	22,635,000	7%	6,455,000		$29,090,000	10%	$276,850,906	2036
2037	6,314,267,545	315,713,377	18,395,000	6%	5,905,000		$24,300,000	8%	$291,413,377	2037
2038	6,515,960,085	325,798,004	14,075,000	4%	5,305,000		$19,380,000	6%	$306,418,004	2038
2039	6,724,095,159	336,204,758	10,295,000	3%	4,680,000		$14,975,000	4%	$321,229,758	2039
2040	6,938,878,556	346,943,928	7,045,000	2%	4,005,000		$11,050,000	3%	$335,893,928	2040
2041	7,160,522,640	358,026,132	3,610,000	1%	3,300,000		$6,910,000	2%	$351,116,132	2041
2042	7,389,246,556	369,462,328	0	0%	2,550,000		$2,550,000	1%	$366,912,328	2042
2043	7,625,276,452	381,263,823		0%	1,750,000		$1,750,000	0%	$379,513,823	2043
2044	7,868,845,697	393,442,285		0%	900,000		$900,000	0%	$392,542,285	2044
2045	8,120,195,116	406,009,756		0%	0		$0	0%	$406,009,756	2045

Notes:

1) Projected TID IN EV based on 5-year average at 2.81% annual inflation.

Financing Timeline

- May 5th – Authorize Issues
  - ✓ Adopt parameters resolution for both issues
  - ✓ Parameters sale benefit
    - ➢ Allow for flexibility on sale date to stay of Monday-Tuesday cycle
    - ➢ Better manage market movement
- June 3rd – Issues Sell
  - ✓ Both issues will be subject to meeting the parameters established in the parameters resolution to be adopted tonight
  - ✓ If parameters are met, then a certificate is signed awarding the lowest bidder(s)
- June 26th – Close on Issues

EHLERS
PUBLIC FINANCE ADVISORS

Questions?

May 5, 2025

PRE-SALE REPORT FOR

Village of Germantown, Wisconsin

$9,980,000 Taxable General Obligation Promissory Notes, Series 2025A

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Philip L. Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor
Paul Boening, Senior Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$9,980,000 Taxable General Obligation Promissory Notes, Series 2025A

Purposes:

The proposed issue includes financing for the following purposes:

Finance Various Land Purchases and Demolition

- Grosnick property purchase. Debt service will be paid from ad valorem property taxes.
- TID 10 property purchase, costs related to the purchases, and future demolition of structures. Debt service will be paid from ad valorem property taxes and if TID 10 is created, abated with revenues of the TID.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the Village for which its full faith, credit and taxing powers are pledged.

The Notes count against the Village's General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. Following issuance of the Notes, the Village's total General Obligation debt principal outstanding will be approximately $93,795,000, which is 45% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $115,988,980.

Term/Call Feature:

The Notes are being issued for a term of 20 years. Principal on the Notes will be due on March 1 in the years 2029 through 2045. Interest will be due every six months beginning March 1, 2026.

The Notes will be subject to prepayment at the discretion of the Village on March 1, 2035, or any date thereafter.

Bank Qualification:

Because the Notes are taxable obligations they will not be designated as "bank qualified" obligations.

Rating:

The Village’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa2”. The Village will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the Village's bond rating if the bond rating of the insurer is higher than that of the Village.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or some of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered “reoffering premium.” For this issue of the Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premiums may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the Village’s objectives for this financing.

Parameters:

The Village Board will consider adoption of a Parameters Resolution on May 5, 2025, which delegates authority to the Village Administrator or the Finance Director to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

* Issue size not to exceed $9,980,000

* Maximum Bid of 110%

* Minimum Bid of 98.75%

* Maximum True Interest Cost (TIC) of 6.5%

* Maturity Schedule Adjustments not to exceed $200,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the Village retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the Village and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the Village's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the Village has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Village has limited responsibilities for arbitrage as it relates to the Notes, however, the Notes are not exempt from all arbitrage rules. An Ehlers arbitrage expert will contact the Village within 30 days after the sale date to review the Village's specific responsibilities for the Notes. The Village is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the Village in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

G.O. with Planned Abatement: The issuer is abating all or a portion of G.O. debt service payments for the issue with tax incremental revenues. In the event these revenues are not available, the Village is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Griggs Law Office LLC.

Paying Agent: Bond Trust Services Corporation.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Village Board:	May 5, 2025
Due Diligence Call to Review Official Statement:	Week of May 19, 2025
Conference with Rating Agency:	Week of May 19, 2025
Distribute Official Statement:	May 27, 2025
Designated Officials Award Sale of the Notes:	June 3, 2025
Estimated Closing Date:	June 26, 2025

Attachments

Estimated Equalized Value Growth

Base Case Analysis

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

GO Borrowing Capacity Analysis

Bond Buyer Index

EHLERS' CONTACTS

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Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 4
Capital Improvements Financing Plan
Village of Germantown, WI

		2025				2025		
		Taxable G.O. Notes	TID 10 Portion	Grosnick Portion		**G.O. Notes**	Levy Portion	TID 10 Portion
CIP Projects[1]								
Information Technology		-				80,000	80,000	
Police		-				835,000	835,000	
Engineering		-				1,660,000	1,660,000	
Highway		-				325,000	325,000	
Buildings & Grounds		-				140,000	140,000	
Parks		-				71,000	71,000	
Recreation		-				623,000	623,000	
Capital		1,075,000		1,075,000		-	0	
TID 10		8,091,700	8,091,700			355,755		355,755
Subtotal Project Costs		**9,166,700**	**8,091,700**	**1,075,000**		**4,089,755**	**3,734,000**	**355,755**
CIP Projects[1]		**9,166,700**	**8,091,700**	**1,075,000**		**4,089,755**	**3,734,000**	**355,755**
Capitalized Interest								
Cap I		646,186	570,517	75,670		0	0	0
Estimated Issuance Expenses		**224,100**	**197,828**	**26,272**		**110,165**	**100,511**	**9,654**
Maximum Underwriter's Discount	12.50	124,750	110,125	14,625	11.00	45,815	41,800	4,015
Paying Agent		850	750	100		850	776	74
Subtotal Issuance Expenses		224,100	197,828	26,272		110,165	100,511	9,654
TOTAL TO BE FINANCED		**10,036,986**	**8,860,045**	**1,176,942**		**4,199,920**	**3,834,511**	**365,409**
Estimated Interest Earnings	3.50%	(80,209)	(70,802)	(9,406)	3.50%	(35,785)	(32,673)	(3,113)
Assumed spend down (months)	3.00				3.00			
Rounding		23,222	20,758	2,464		865	(1,838)	2,704
NET BOND SIZE		**9,980,000**	**8,810,000**	**1,170,000**		**4,165,000**	**3,800,000**	**365,000**

Notes:
1) Project Total Estimates

Table 5
Allocation of Debt Service - 2025 Taxable G.O. Notes

Village of Germantown, WI

Year Ending	TID 10 Portion Principal	Est. Rate[1]	Interest	Total	Grosnick Portion Principal	Est. Rate	Interest	Total
2025				0		0.00%		0
2026			570,517	570,517	0	0.00%	75,670	75,670
2027			483,261	483,261	0	0.00%	64,097	64,097
2028			483,261	483,261	0	0.00%	64,097	64,097
2029	330,000	4.64%	475,608	805,608	45,000	4.64%	63,053	108,053
2030	330,000	4.74%	460,131	790,131	45,000	4.74%	60,942	105,942
2031	350,000	4.86%	443,798	793,798	50,000	4.86%	58,660	108,660
2032	375,000	4.99%	425,930	800,930	50,000	4.99%	56,196	106,196
2033	395,000	5.10%	406,492	801,492	55,000	5.10%	53,545	108,545
2034	420,000	5.22%	385,456	805,456	55,000	5.22%	50,707	105,707
2035	440,000	5.30%	362,834	802,834	60,000	5.30%	47,681	107,681
2036	465,000	5.37%	338,675	803,675	60,000	5.37%	44,479	104,479
2037	485,000	5.45%	312,957	797,957	65,000	5.45%	41,094	106,094
2038	530,000	5.52%	285,098	815,098	70,000	5.52%	37,389	107,389
2039	550,000	5.59%	255,085	805,085	75,000	5.59%	33,359	108,359
2040	595,000	5.65%	222,896	817,896	80,000	5.65%	29,002	109,002
2041	625,000	5.71%	188,255	813,255	80,000	5.71%	24,459	104,459
2042	665,000	5.75%	151,306	816,306	85,000	5.75%	19,733	104,733
2043	705,000	5.82%	111,689	816,689	95,000	5.82%	14,527	109,527
2044	750,000	5.86%	69,216	819,216	100,000	5.86%	8,835	108,835
2045	800,000	5.91%	23,620	823,620	100,000	5.91%	2,953	102,953
2046				0				0
Total	8,810,000		6,456,085	15,266,085	1,170,000		850,478	2,020,478

Year Ending	Totals Principal (3/1)	Interest	Total
2025	0	0	0
2026	0	646,186	646,186
2027	0	547,358	547,358
2028	0	547,358	547,358
2029	375,000	538,661	913,661
2030	375,000	521,073	896,073
2031	400,000	502,458	902,458
2032	425,000	482,126	907,126
2033	450,000	460,037	910,037
2034	475,000	436,163	911,163
2035	500,000	410,515	910,515
2036	525,000	383,153	908,153
2037	550,000	354,052	904,052
2038	600,000	322,487	922,487
2039	625,000	288,444	913,444
2040	675,000	251,898	926,898
2041	705,000	212,714	917,714
2042	750,000	171,039	921,039
2043	800,000	126,216	926,216
2044	850,000	78,051	928,051
2045	900,000	26,573	926,573
2046	0	0	0
Total	9,980,000	7,306,563	17,286,563

Notes:

1) Estimated Rate assumes AA TAX BVAL 4/28/25 + .40

Table 6
Allocation of Debt Service - 2025 G.O. Notes
Village of Germantown, WI

Year Ending	Levy Portion Principal	Levy Portion Est. Rate	Levy Portion Interest	Levy Portion Total	TID 10 Portion Principal	TID 10 Portion Est. Rate	TID 10 Portion Interest	TID 10 Portion Total
2025				0		0.00%		0
2026	200,000	3.65%	170,542	370,542	0	3.65%	17,141	17,141
2027	425,000	3.65%	132,494	557,494	0	3.65%	14,520	14,520
2028	450,000	3.67%	116,481	566,481	0	3.67%	14,520	14,520
2029	500,000	3.73%	98,898	598,898	50,000	3.73%	13,587	63,587
2030	325,000	3.78%	83,431	408,431	50,000	3.78%	11,710	61,710
2031	325,000	3.84%	71,048	396,048	50,000	3.84%	9,805	59,805
2032	370,000	3.89%	57,612	427,612	55,000	3.89%	7,775	62,775
2033	400,000	4.05%	42,315	442,315	50,000	4.05%	5,693	55,693
2034	400,000	4.20%	25,815	425,815	50,000	4.20%	3,630	53,630
2035	405,000	4.30%	8,708	413,708	60,000	4.30%	1,290	61,290
2036			0	0		0.00%	0	0
2037			0	0		0.00%	0	0
2038			0	0		0.00%	0	0
2039			0	0		0.00%	0	0
Total	3,800,000		807,342	4,607,342	365,000		99,668	464,668

Year Ending	Totals Principal (3/1)	Totals Interest	Totals Total
2025	0	0	0
2026	200,000	187,683	387,683
2027	425,000	147,014	572,014
2028	450,000	131,000	581,000
2029	550,000	112,485	662,485
2030	375,000	95,140	470,140
2031	375,000	80,853	455,853
2032	425,000	65,386	490,386
2033	450,000	48,008	498,008
2034	450,000	29,445	479,445
2035	465,000	9,998	474,998
2036	0	0	0
2037	0	0	0
2038	0	0	0
2039	0	0	0
Total	4,165,000	907,010	5,072,010

Notes:
1) Estimated Rate assumes Non BQ Aa2 sale of 4/23/25 + .40

Table 7
Financing Plan Tax Impact

Village of Germantown, WI

	Existing Debt												Proposed Debt							
													2025 Taxable G.O. Notes	2025 G.O. Notes	Abatements	Debt Service Levy		Taxes		
Year Ending	Total Debt Payments	Less: Water	Less: Sewer	Less: TID #6	Less: TID #7	Less: TID #8	Less: TID #9	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $415,209 Home	9,980,000 Dated: 6/26/2025 Total P & I	4,165,000 Dated: 6/26/2025 Total P & I	Less: TID 10	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes $415,209 Home	Year Ending
2025	8,176,664	(429,175)	(531,656)	(515,313)	(371,958)	(1,125,413)	(160,700)	4,823,265		3,875,218,900	$1.24	$516.79	0	0	0	4,823,265		$1.24	$517	2025
2026	8,213,903	(451,526)	(533,556)	(500,113)	(684,758)	(1,318,846)	(297,200)	4,427,904	(395,361)	3,984,230,425	$1.11	$461.45	646,186	387,683	(587,658)	4,874,116	50,851	$1.22	$508	2026
2027	8,057,671	(461,088)	(529,881)	(511,438)	(682,020)	(1,389,075)	(299,950)	4,184,220	(243,684)	4,096,308,490	$1.02	$424.12	547,358	572,014	(497,781)	4,805,811	(68,305)	$1.17	$487	2027
2028	7,845,210	(457,838)	(531,331)	(509,138)	(683,701)	(1,450,503)	(302,200)	3,910,500	(273,720)	4,211,539,358	$0.93	$385.53	547,358	581,000	(497,781)	4,541,077	(264,734)	$1.08	$448	2028
2029	7,785,898	(468,713)	(532,806)	(506,538)	(788,101)	(1,559,965)	(303,950)	3,625,825	(284,675)	4,330,011,719	$0.84	$347.68	913,661	662,485	(869,195)	4,332,776	(208,301)	$1.00	$415	2029
2030	8,050,076	(468,588)	(534,194)	(503,094)	(869,408)	(1,562,581)	(295,450)	3,816,763	190,938	4,451,816,756	$0.86	$355.98	896,073	470,140	(851,841)	4,331,135	(1,640)	$0.97	$404	2030
2031	8,035,079	(467,713)	(535,513)	(493,875)	(859,060)	(1,572,244)	(296,700)	3,809,975	(6,788)	4,577,048,220	$0.83	$345.62	902,458	455,853	(853,603)	4,314,683	(16,452)	$0.94	$391	2031
2032	7,501,819	(461,213)	(531,178)	(479,025)	(842,869)	(1,533,584)	(297,450)	3,356,500	(453,475)	4,705,802,497	$0.71	$296.16	907,126	490,386	(863,705)	3,890,308	(424,375)	$0.83	$343	2032
2033	6,441,403	(470,288)	(531,188)	(463,625)	(304,800)	(1,501,278)	(297,700)	2,872,525	(483,975)	4,838,178,685	$0.59	$246.52	910,037	498,008	(857,185)	3,423,385	(466,923)	$0.71	$294	2033
2034	6,059,394	(469,769)	(535,350)	(462,963)	0	(1,464,838)	(297,450)	2,829,025	(43,500)	4,974,278,671	$0.57	$236.14	911,163	479,445	(859,086)	3,360,547	(62,838)	$0.68	$281	2034
2035	4,961,219	(317,100)	(534,938)	0	0	(1,269,681)	(297,800)	2,541,700	(287,325)	5,114,207,207	$0.50	$206.35	910,515	474,998	(864,124)	3,063,089	(297,458)	$0.60	$249	2035
2036	4,855,244	(317,500)	(535,225)	0	0	(1,236,619)	(298,800)	2,467,100	(74,600)	5,258,071,991	$0.47	$194.82	908,153	0	(803,675)	2,571,579	(491,510)	$0.49	$203	2036
2037	5,031,400	(317,500)	(534,875)	0	0	(1,227,425)	(299,400)	2,652,200	185,100	5,405,983,751	$0.49	$203.70	904,052	0	(797,957)	2,758,294	186,716	$0.51	$212	2037
2038	4,953,750	(317,100)	(528,950)	0	0	(1,192,100)	(299,600)	2,616,000	(36,200)	5,558,056,330	$0.47	$195.43	922,487	0	(815,098)	2,723,389	(34,905)	$0.49	$203	2038
2039	4,262,963	(316,300)	(532,344)	0	0	(532,219)	(299,400)	2,582,700	(33,300)	5,714,406,775	$0.45	$187.66	913,444	0	(805,085)	2,691,059	(32,330)	$0.47	$196	2039
2040	3,596,800	(315,100)	(342,600)	0	0	0	(303,700)	2,635,400	52,700	5,875,155,423	$0.45	$186.25	926,898	0	(817,896)	2,744,402	53,343	$0.47	$194	2040
2041	3,648,100	(318,400)	(344,900)	0	0	0	(302,500)	2,682,300	46,900	6,040,425,998	$0.44	$184.38	917,714	0	(813,255)	2,786,759	42,357	$0.46	$192	2041
2042	3,682,200	(316,200)	(341,700)	0	0	0	(300,900)	2,723,400	41,100	6,210,345,703	$0.44	$182.08	921,039	0	(816,306)	2,828,133	41,374	$0.46	$189	2042
2043	0	0	0	0	0	0	0	0	(2,723,400)	6,385,045,320	$0.00	$0.00	926,216	0	(816,689)	109,527	(2,718,606)	$0.02	$7	2043
2044	0	0	0	0	0	0	0	0	0	6,564,659,310	$0.00	$0.00	928,051	0	(819,216)	108,835	(692)	$0.02	$7	2044
2045	0	0	0	0	0	0	0	0	0	6,749,325,917	$0.00	$0.00	926,573	0	(823,620)	102,953	(5,883)	$0.02	$6	2045
2046	0	0	0	0	0	0	0	0	0	6,939,187,273	$0.00	$0.00	0	0	0	0	(102,953)	$0.00	$0	2046
2047	0	0	0	0	0	0	0	0	0	7,134,389,507	$0.00	$0.00	0	0	0	0	0	$0.00	$0	2047
2048	0	0	0	0	0	0	0	0	0	7,335,082,862	$0.00	$0.00	0	0	0	0	0	$0.00	$0	2048
2049	0	0	0	0	0	0	0	0	0	7,541,421,805	$0.00	$0.00	0	0	0	0	0	$0.00	$0	2049
Total	111,158,791	(7,141,107)	(9,022,184)	(4,945,119)	(6,086,674)	(19,936,370)	(5,250,850)	58,557,302					17,286,563	5,072,010	(15,730,753)					Total

Notes:

Table 8
Financing Plan Tax Impact
Village of Germantown, WI

Year Ending	Existing Debt: Total Debt Payments	Less: Water	Less: Sewer	Less: TID #6	Less: TID #7	Less: TID #8	Less: TID #9	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Difference On $415,209 Home	Proposed Debt: 2025 Taxable G.O. Notes 9,980,000 Dated: 6/26/2025 Total P & I	2025 G.O. Notes 4,165,000 Dated: 6/26/2025 Total P & I	Abatements: Less: TID 10	Debt Service Levy: Total Net Debt Service Levy	Debt Service Levy: Levy Change from Prior Year	Taxes: Total Tax Rate for Debt Service	Taxes: Total Tax Rate for Debt Service W/TID	Taxes: Difference On $415,209 Home	Year Ending
2025	8,176,664	(429,175)	(531,656)	(515,313)	(371,958)	(1,125,413)	(160,700)	4,823,265		3,875,218,900	$1.24	$516.79	0	0	0	4,823,265		$1.24	$1.24	$0	2025
2026	8,213,903	(451,526)	(533,556)	(500,113)	(684,758)	(1,318,846)	(297,200)	4,427,904	(395,361)	3,984,230,425	$1.11	$461.45	646,186	387,683	0	5,461,773	638,508	$1.37	$1.22	$61	2026
2027	8,057,671	(461,088)	(529,881)	(511,438)	(682,020)	(1,389,075)	(299,950)	4,184,220	(243,684)	4,096,308,490	$1.02	$424.12	547,358	572,014	0	5,303,592	(158,182)	$1.29	$1.17	$50	2027
2028	7,845,210	(457,838)	(531,331)	(509,138)	(683,701)	(1,450,503)	(302,200)	3,910,500	(273,720)	4,211,539,358	$0.93	$385.53	547,358	581,000	0	5,038,858	(264,734)	$1.20	$1.08	$49	2028
2029	7,785,898	(468,713)	(532,806)	(506,538)	(788,101)	(1,559,965)	(303,950)	3,625,825	(284,675)	4,330,011,719	$0.84	$347.68	913,661	662,485	0	5,201,971	163,113	$1.20	$1.00	$83	2029
2030	8,050,076	(468,588)	(534,194)	(503,094)	(869,408)	(1,562,581)	(295,450)	3,816,763	190,938	4,451,816,756	$0.86	$355.98	896,073	470,140	0	5,182,976	(18,995)	$1.16	$0.97	$79	2030
2031	8,035,079	(467,713)	(535,513)	(493,875)	(859,060)	(1,572,244)	(296,700)	3,809,975	(6,788)	4,577,048,220	$0.83	$345.62	902,458	455,853	0	5,168,286	(14,690)	$1.13	$0.94	$77	2031
2032	7,501,819	(461,213)	(531,178)	(479,025)	(842,869)	(1,533,584)	(297,450)	3,356,500	(453,475)	4,705,802,497	$0.71	$296.16	907,126	490,386	0	4,754,013	(414,273)	$1.01	$0.83	$76	2032
2033	6,441,403	(470,288)	(531,188)	(463,625)	(304,800)	(1,501,278)	(297,700)	2,872,525	(483,975)	4,838,178,685	$0.59	$246.52	910,037	498,008	0	4,280,570	(473,443)	$0.88	$0.71	$74	2033
2034	6,059,394	(469,769)	(535,350)	(462,963)	0	(1,464,838)	(297,450)	2,829,025	(43,500)	4,974,278,671	$0.57	$236.14	911,163	479,445	0	4,219,633	(60,936)	$0.85	$0.68	$72	2034
2035	4,961,219	(317,100)	(534,938)	0	0	(1,269,681)	(297,800)	2,541,700	(287,325)	5,114,207,207	$0.50	$206.35	910,515	474,998	0	3,927,213	(292,421)	$0.77	$0.60	$70	2035
2036	4,855,244	(317,500)	(535,225)	0	0	(1,236,619)	(298,800)	2,467,100	(74,600)	5,258,071,991	$0.47	$194.82	908,153	0	0	3,375,253	(551,960)	$0.64	$0.49	$63	2036
2037	5,031,400	(317,500)	(534,875)	0	0	(1,227,425)	(299,400)	2,652,200	185,100	5,405,983,751	$0.49	$203.70	904,052	0	0	3,556,252	180,999	$0.66	$0.51	$61	2037
2038	4,953,750	(317,100)	(528,950)	0	0	(1,192,100)	(299,600)	2,616,000	(36,200)	5,558,056,330	$0.47	$195.43	922,487	0	0	3,538,487	(17,764)	$0.64	$0.49	$61	2038
2039	4,262,963	(316,300)	(532,344)	0	0	(532,219)	(299,400)	2,582,700	(33,300)	5,714,406,775	$0.45	$187.66	913,444	0	0	3,496,144	(42,343)	$0.61	$0.47	$58	2039
2040	3,596,800	(315,100)	(342,600)	0	0	0	(303,700)	2,635,400	52,700	5,875,155,423	$0.45	$186.25	926,898	0	0	3,562,298	66,154	$0.61	$0.47	$58	2040
2041	3,648,100	(318,400)	(344,900)	0	0	0	(302,500)	2,682,300	46,900	6,040,425,998	$0.44	$184.38	917,714	0	0	3,600,014	37,716	$0.60	$0.46	$56	2041
2042	3,682,200	(316,200)	(341,700)	0	0	0	(300,900)	2,723,400	41,100	6,210,345,703	$0.44	$182.08	921,039	0	0	3,644,439	44,425	$0.59	$0.46	$55	2042
2043	0	0	0	0	0	0	0	0	(2,723,400)	6,385,045,320	$0.00	$0.00	926,216	0	0	926,216	(2,718,223)	$0.15	$0.02	$53	2043
2044	0	0	0	0	0	0	0	0	0	6,564,659,310	$0.00	$0.00	928,051	0	0	928,051	1,835	$0.14	$0.02	$52	2044
2045	0	0	0	0	0	0	0	0	0	6,749,325,917	$0.00	$0.00	926,573	0	0	926,573	(1,478)	$0.14	$0.02	$51	2045
2046	0	0	0	0	0	0	0	0	0	6,939,187,273	$0.00	$0.00	0	0	0	0	(926,573)	$0.00	$0.00	$0	2046
2047	0	0	0	0	0	0	0	0	0	7,134,389,507	$0.00	$0.00	0	0	0	0	0	$0.00	$0.00	$0	2047
2048	0	0	0	0	0	0	0	0	0	7,335,082,862	$0.00	$0.00	0	0	0	0	0	$0.00	$0.00	$0	2048
2049	0	0	0	0	0	0	0	0	0	7,541,421,805	$0.00	$0.00	0	0	0	0	0	$0.00	$0.00	$0	2049
Total	111,158,791	(7,141,107)	(9,022,184)	(4,945,119)	(6,086,674)	(19,936,370)	(5,250,850)	58,557,302					17,286,563	5,072,010	0			Total Over the Life of the Debt		1,261	Total

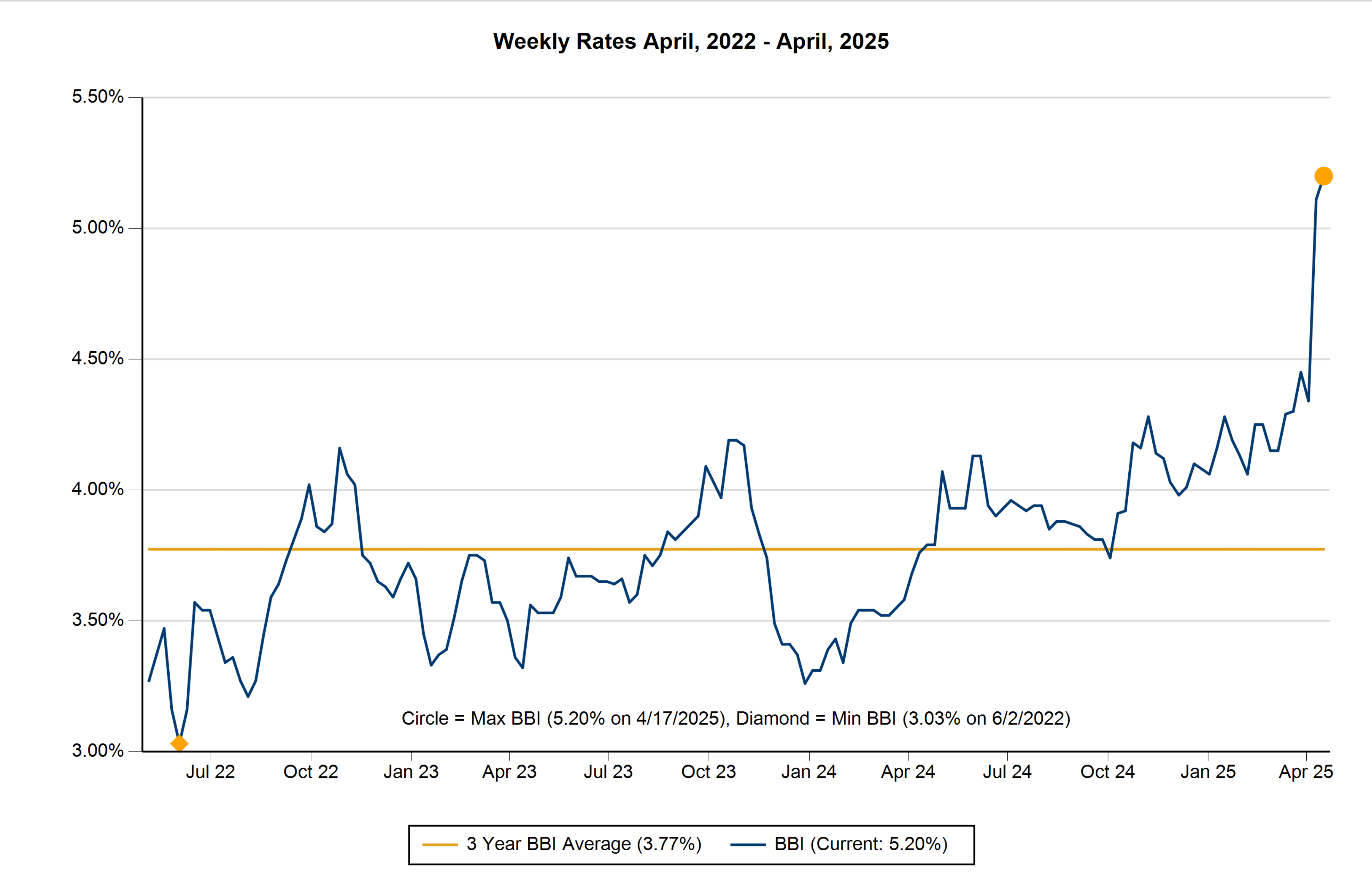
Notes:

Table 9
General Obligation Debt Capacity Analysis - Impact of Financing Plan
Village of Germantown, WI

Existing Debt					Proposed Debt						
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	**% of Limit**	2025 Taxable G.O. Notes	2025 G.O. Notes	Combined Principal Existing & Proposed	**% of Limit**	Residual Capacity	Year Ending
2024	4,195,679,600	209,783,980		**0%**			$0	**0%**	$209,783,980	2024
2025	4,329,699,464	216,484,973	79,650,000	**37%**	9,980,000	4,165,000	$93,795,000	**43%**	$122,689,973	2025
2026	4,468,000,237	223,400,012	74,275,000	**33%**	9,980,000	3,965,000	$88,220,000	**39%**	$135,180,012	2026
2027	4,610,718,662	230,535,933	68,930,000	**30%**	9,980,000	3,540,000	$82,450,000	**36%**	$148,085,933	2027
2028	4,757,995,849	237,899,792	63,605,000	**27%**	9,980,000	3,090,000	$76,675,000	**32%**	$161,224,792	2028
2029	4,909,977,415	245,498,871	58,145,000	**24%**	9,605,000	2,540,000	$70,290,000	**29%**	$175,208,871	2029
2030	5,066,813,629	253,340,681	52,215,000	**21%**	9,230,000	2,165,000	$63,610,000	**25%**	$189,730,681	2030
2031	5,228,659,561	261,432,978	46,075,000	**18%**	8,830,000	1,790,000	$56,695,000	**22%**	$204,737,978	2031
2032	5,395,675,232	269,783,762	40,235,000	**15%**	8,405,000	1,365,000	$50,005,000	**19%**	$219,778,762	2032
2033	5,568,025,775	278,401,289	35,240,000	**13%**	7,955,000	915,000	$44,110,000	**16%**	$234,291,289	2033
2034	5,745,881,601	287,294,080	30,430,000	**11%**	7,480,000	465,000	$38,375,000	**13%**	$248,919,080	2034
2035	5,929,418,558	296,470,928	26,550,000	**9%**	6,980,000	0	$33,530,000	**11%**	$262,940,928	2035
2036	6,118,818,118	305,940,906	22,635,000	**7%**	6,455,000		$29,090,000	**10%**	$276,850,906	2036
2037	6,314,267,545	315,713,377	18,395,000	**6%**	5,905,000		$24,300,000	**8%**	$291,413,377	2037
2038	6,515,960,085	325,798,004	14,075,000	**4%**	5,305,000		$19,380,000	**6%**	$306,418,004	2038
2039	6,724,095,159	336,204,758	10,295,000	**3%**	4,680,000		$14,975,000	**4%**	$321,229,758	2039
2040	6,938,878,556	346,943,928	7,045,000	**2%**	4,005,000		$11,050,000	**3%**	$335,893,928	2040
2041	7,160,522,640	358,026,132	3,610,000	**1%**	3,300,000		$6,910,000	**2%**	$351,116,132	2041
2042	7,389,246,556	369,462,328	0	**0%**	2,550,000		$2,550,000	**1%**	$366,912,328	2042
2043	7,625,276,452	381,263,823		**0%**	1,750,000		$1,750,000	**0%**	$379,513,823	2043
2044	7,868,845,697	393,442,285		**0%**	900,000		$900,000	**0%**	$392,542,285	2044
2045	8,120,195,116	406,009,756		**0%**	0		$0	**0%**	$406,009,756	2045
2046	8,379,573,226	418,978,661		**0%**			$0	**0%**	$418,978,661	2046
2047	8,647,236,482	432,361,824		**0%**			$0	**0%**	$432,361,824	2047
2048	8,923,449,532	446,172,477		**0%**			$0	**0%**	$446,172,477	2048

Notes:
1) Projected TID IN EV based on 5-year average at 3.19% annual inflation.

3 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

EHLERS PUBLIC FINANCE ADVISORS

RESOLUTION NO. ___

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF NOT TO EXCEED $9,980,000
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025A

WHEREAS, it is necessary that funds be raised by the Village of Germantown, Washington County, Wisconsin (the "Village") for the purpose of paying Tax Incremental District No. 10 project costs and the cost of acquiring property for future development (the "Project") and there are insufficient funds on hand to pay said costs;

WHEREAS, the Village hereby finds and determines that the Project is within the Village's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes; and

WHEREAS, the Village Finance Director (in consultation with the Village's financial advisor) shall cause an Official Notice of Sale to be distributed, offering the aforesaid general obligation promissory notes for public sale.

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

Section 1. Authorization of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed from a purchaser (the "Purchaser") selected through a competitive sale with the assistance and counsel of the Village's financial advisor, Ehlers and Associates, Inc., pursuant to Chapter 67 of the Wisconsin Statutes, the principal sum of not to exceed NINE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS ($9,980,000), provided that: (i) the price paid by the Purchaser for the Notes shall not be less than 98.75% nor more than 110.00% of the par amount of the Notes, (ii) the true interest rate (taking the Purchaser's compensation into account) to be paid on the Notes shall not exceed 6.50%; and (iii) the Notes shall comply in all other respects with the terms provided herein.

Section 2. Sale of the Notes; Delegation of Authority with Respect to Final Approval. Subject to such Final Approval (defined below), to evidence such indebtedness, the Village President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, taxable general obligation promissory notes aggregating the principal amount of not to exceed NINE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS ($9,980,000) (the "Notes"). The issuance and sale of the Notes to the Purchaser is subject to final approval by the Village Administrator or the Village Finance Director. Such final approval shall be evidenced by the execution of an approving certificate (the approval of such issuance and sale, and the execution of said certificate shall comprise and are referred to collectively herein as the "Final Approval"). The Village

Board hereby delegates the authority to provide such Final Approval to the Village Administrator or the Village Finance Director. Said officers may act for the Village Board to provide such Final Approval with respect to the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2025A"; shall be dated the date of their issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall bear interest semi-annually and mature on March 1 of each year, in the years and principal amounts as set forth in the Schedule attached hereto as Exhibit A, provided, however, that the annual principal maturities set forth on said Schedule may be increased or decreased by an amount up to $200,000 with the final maturity schedule being attached to and incorporated into the Final Approval. The maturity schedule for the Notes may include term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule requirements set forth above.

Section 4. Designation of Purchaser as Agent. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Redemption Provisions. The redemption provisions relating to the Notes shall be set forth in the Final Approval.

Section 6. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. The amounts of said direct annual irrepealable tax to be levied shall be as set forth in the amortization schedule attached to the Final Approval.

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

Section 8. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for Village of Germantown Taxable General Obligation Promissory Notes, Series 2025A." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 7 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 9. Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

Section 10. Persons Treated as Owners; Transfer of Notes. The fiscal agent appointed in Section 13 hereof shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

Section 11. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

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

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the Village and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

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

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

Adopted this 5th day of May, 2025.

____
Robert Soderberg,
Village President

ATTEST:

____
Donna Ott,
Village Clerk

EXHIBIT A

Village of Germantown, Wisconsin

$9,980,000 Taxable General Obligation Promissory Notes, Series 2025A
Issue Summary
Dated June 26, 2025

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/26/2025	-	-	-	-	-
03/01/2026	-	-	383,649.59	383,649.59	-
09/01/2026	-	-	281,865.00	281,865.00	665,514.59
03/01/2027	-	-	281,865.00	281,865.00	-
09/01/2027	-	-	281,865.00	281,865.00	563,730.00
03/01/2028	-	-	281,865.00	281,865.00	-
09/01/2028	-	-	281,865.00	281,865.00	563,730.00
03/01/2029	375,000.00	4.950%	281,865.00	656,865.00	-
09/01/2029	-	-	272,583.75	272,583.75	929,448.75
03/01/2030	375,000.00	5.000%	272,583.75	647,583.75	-
09/01/2030	-	-	263,208.75	263,208.75	910,792.50
03/01/2031	400,000.00	5.050%	263,208.75	663,208.75	-
09/01/2031	-	-	253,108.75	253,108.75	916,317.50
03/01/2032	425,000.00	5.150%	253,108.75	678,108.75	-
09/01/2032	-	-	242,165.00	242,165.00	920,273.75
03/01/2033	450,000.00	5.250%	242,165.00	692,165.00	-
09/01/2033	-	-	230,352.50	230,352.50	922,517.50
03/01/2034	475,000.00	5.350%	230,352.50	705,352.50	-
09/01/2034	-	-	217,646.25	217,646.25	922,998.75
03/01/2035	500,000.00	5.450%	217,646.25	717,646.25	-
09/01/2035	-	-	204,021.25	204,021.25	921,667.50
03/01/2036	525,000.00	5.550%	204,021.25	729,021.25	-
09/01/2036	-	-	189,452.50	189,452.50	918,473.75
03/01/2037	550,000.00	5.650%	189,452.50	739,452.50	-
09/01/2037	-	-	173,915.00	173,915.00	913,367.50
03/01/2038	600,000.00	5.700%	173,915.00	773,915.00	-
09/01/2038	-	-	156,815.00	156,815.00	930,730.00
03/01/2039	625,000.00	5.750%	156,815.00	781,815.00	-
09/01/2039	-	-	138,846.25	138,846.25	920,661.25
03/01/2040	675,000.00	5.800%	138,846.25	813,846.25	-
09/01/2040	-	-	119,271.25	119,271.25	933,117.50
03/01/2041	705,000.00	5.850%	119,271.25	824,271.25	-
09/01/2041	-	-	98,650.00	98,650.00	922,921.25
03/01/2042	750,000.00	5.900%	98,650.00	848,650.00	-
09/01/2042	-	-	76,525.00	76,525.00	925,175.00
03/01/2043	800,000.00	5.950%	76,525.00	876,525.00	-
09/01/2043	-	-	52,725.00	52,725.00	929,250.00
03/01/2044	850,000.00	6.000%	52,725.00	902,725.00	-
09/01/2044	-	-	27,225.00	27,225.00	929,950.00
03/01/2045	900,000.00	6.050%	27,225.00	927,225.00	-
09/01/2045	-	-	-	-	927,225.00
Total	**$9,980,000.00**	**-**	**$7,507,862.09**	**$17,487,862.09**	**-**

Yield Statistics

Bond Year Dollars	$130,066.94
Average Life	13.033 Years
Average Coupon	5.7723060%
Net Interest Cost (NIC)	5.8682182%
True Interest Cost (TIC)	5.8840583%
Bond Yield for Arbitrage Purposes	5.7409344%
All Inclusive Cost (AIC)	5.9998859%

IRS Form 8038

Net Interest Cost	5.7723060%
Weighted Average Maturity	13.033 Years

EXHIBIT B

(Form of Note)

	UNITED STATES OF AMERICA		
REGISTERED	STATE OF WISCONSIN		
NO. R-__	WASHINGTON COUNTY		
	VILLAGE OF GERMANTOWN		

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
MARCH 1, 20__	__________, 2025	_.___%	374118___

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ____ DOLLARS
($______________)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2026 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States by Bond Trust Services Corporation, Roseville, Minnesota, the fiscal agent appointed by the Village pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). The principal of this Note shall be payable only upon presentation and surrender of the Note at the office of the Bond Registrar. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

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

This Note is one of an issue of Notes aggregating the principal amount of $___________, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying Tax Incremental District No. 10 project costs and the cost of acquiring property for future development, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on May 5, 2025. Said resolution is recorded in the official minutes of the Village Board for said date.

At the option of the Village, the Notes maturing on March 1, 20__ and thereafter are subject to redemption prior to maturity on March 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the __ day of __________, 2025.

By:____

Robert Soderberg,
Village President

(SEAL)

By:____

Donna Ott,
Village Clerk

ASSIGNMENT

____

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

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

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

Dated:_________________________

Signature Guaranteed:

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

____
(Depository or its Nominee Name)

____
(Authorized Officer)

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

EXHIBIT C

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into the __ day of _______, 2025, by and between the Village of Germantown, Washington County, Wisconsin (the "Village"), and Bond Trust Services Corporation, Roseville, Minnesota (the "Agent").

WITNESSETH:

WHEREAS, the Village has authorized the borrowing of the sum of ___________ DOLLARS ($___________) pursuant to Section 67.12(12) Wisconsin Statutes, and a resolution adopted by the Village Board on May 5, 2025 and has authorized the issuance and sale of $___________ principal amount of taxable general obligation promissory notes to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "Taxable General Obligation Promissory Notes, Series 2025A"; shall be dated _________, 2025; shall bear interest and shall mature on March 1 of each year, in the years and principal amounts as set forth on Exhibit A attached hereto and incorporated herein by this reference. Interest shall be payable on March 1 and September 1 of each year commencing on March 1, 2026 until the principal of the Obligations is paid in full or discharged;

WHEREAS, the Village is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Village Board of the Village has authorized the appointment of the Agent as Fiscal Agent of the Village for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Village and the Agent do hereby agree as follows:

I. APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the Village with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Village.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Village agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Village a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the Village. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

V. REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the Village a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

VIII. REDEMPTION NOTICE

In the event the Village exercises its option, if any, to redeem any of the Obligations, the Village shall direct the Fiscal Agent to give notice of such redemption by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such direction shall be given at least thirty-five days prior to such redemption date.

In addition, in accordance with the recommendations of the Securities and Exchange Commission, the Fiscal Agent shall give notice of any call for redemption to all registered securities depositories and to a national information service that disseminates notices of redemption of such Obligations, but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

IX. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the obligations. The Fiscal Agent agrees to comply with the provisions of the attached Blanket Village Letter of Representation which has been executed and delivered to The Depository Trust Company by the Village.

X. TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of $5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

XI. STATEMENTS

The Fiscal Agent shall furnish the Village with an accounting of payments received and made and funds on hand annually upon reasonable request.

XII. FEES

The Village agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the Village exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the Village by the Fiscal Agent. In the event the Village exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the Village or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

(b) Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to Village. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the Village and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Village, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the Village shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Village.

(c) Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the Village's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the Village after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on Village's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution. This Agreement shall be executed on behalf of the Village and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

By:____
Robert Soderberg,
Village President

(SEAL)

And:_______________________________________
Donna Ott,
Village Clerk

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

By:___________________________________
____________________ (Name)
_______________________(Title)

And:__________________________________
____________________ (Name)
_______________________(Title)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Resolution Authorizing the Issuance and Sale of Not Exceed $4,165,000 General Obligation Promissory Notes, Series 2025B (Action)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. PreSaleReport.Germantown.2025B
2. Germantown Village (2025-06 GO Notes Series 2025B) Parameters Resolution

STAFF RECOMMENDATION:

ACTION BY Committee:

May 5, 2025

PRE-SALE REPORT FOR

Village of Germantown, Wisconsin

$4,165,000 General Obligation Promissory Notes, Series 2025B

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Philip L. Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor
Paul Boening, Senior Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$4,165,000 General Obligation Promissory Notes, Series 2025B

Purposes:

The proposed issue includes financing for the following purposes:

Finance 2025 Capital and potential TID 10 projects.

- 2025 Capital projects and equipment. Debt service will be paid from ad valorem property taxes.
- TID 10 related projects. Debt service will be paid from ad valorem property taxes and abated with revenues of TID 10, if the TID is created.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the Village for which its full faith, credit and taxing powers are pledged.

The Notes count against the Village's General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. Following issuance of the Notes, the Village's total General Obligation debt principal outstanding will be approximately $93,795,000, which is 45% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $115,988,980.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on March 1 in the years 2026 through 2035. Interest will be due every six months beginning March 1, 2026.

The Notes will be subject to prepayment at the discretion of the Village on March 1, 2032 or any date thereafter.

Bank Qualification:

Because the Village is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the Village will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The Village's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa2". The Village will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the Village's bond rating if the bond rating of the insurer is higher than that of the Village.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." For this issue of the Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premiums may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the Village's objectives for this financing.

Parameters:

The Village Board will consider adoption of a Parameters Resolution on May 5, 2025, which delegates authority to the Village Administrator or the Finance Director to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

* Issue size not to exceed $4,165,000

* Maximum Bid of 107%

* Minimum Bid of 98.9%

* Maximum True Interest Cost (TIC) of 5.0%

* Maturity Schedule Adjustments not to exceed $175,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the Village retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the Village and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the Village’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the Village has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Village must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The Village's specific arbitrage responsibilities will be detailed in the Certificate With Respect to Arbitrage and Other Tax Matters (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the Village within 30 days after the sale date to review the Village's specific responsibilities for the Notes. The Village is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the Village in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

G.O. with Planned Abatement: The issuer is abating all or a portion of G.O. debt service payments for the issue with tax incremental revenues. In the event these revenues are not available, the Village is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel: Griggs Law Office LLC.

Paying Agent: Bond Trust Services Corporation.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Village Board:	May 5, 2025
Due Diligence Call to Review Official Statement:	Week of May 19, 2025
Conference with Rating Agency:	Week of May 19, 2025
Distribute Official Statement:	May 27, 2025
Designated Officials Award Sale of the Notes:	June 3, 2025
Estimated Closing Date:	June 26, 2025

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Bond Buyer Index

EHLERS' CONTACTS

Philip L. Cosson, Senior Municipal Advisor	(262) 796-6161
Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Paul Boening, Senior Financial Specialist	(262) 796-6199
Alicia Gerosa, Public Finance Analyst	(262) 796-6193
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 4
Capital Improvements Financing Plan
Village of Germantown, WI

		2025				2025		
		Taxable G.O. Notes	TID 10 Portion	Grosnick Portion		**G.O. Notes**	Levy Portion	TID 10 Portion
CIP Projects[1]								
Information Technology		-				80,000	80,000	
Police		-				835,000	835,000	
Engineering		-				1,660,000	1,660,000	
Highway		-				325,000	325,000	
Buildings & Grounds		-				140,000	140,000	
Parks		-				71,000	71,000	
Recreation		-				623,000	623,000	
Capital		1,075,000		1,075,000		-	0	
TID 10		8,091,700	8,091,700			355,755		355,755
Subtotal Project Costs		**9,166,700**	**8,091,700**	**1,075,000**		**4,089,755**	**3,734,000**	**355,755**
CIP Projects[1]		**9,166,700**	**8,091,700**	**1,075,000**		**4,089,755**	**3,734,000**	**355,755**
Capitalized Interest								
Cap I		646,186	570,517	75,670		0	0	0
Estimated Issuance Expenses		**224,100**	**197,828**	**26,272**		**110,165**	**100,511**	**9,654**
Maximum Underwriter's Discount	12.50	124,750	110,125	14,625	11.00	45,815	41,800	4,015
Paying Agent		850	750	100		850	776	74
Subtotal Issuance Expenses		224,100	197,828	26,272		110,165	100,511	9,654
TOTAL TO BE FINANCED		**10,036,986**	**8,860,045**	**1,176,942**		**4,199,920**	**3,834,511**	**365,409**
Estimated Interest Earnings	3.50%	(80,209)	(70,802)	(9,406)	3.50%	(35,785)	(32,673)	(3,113)
Assumed spend down (months)	3.00				3.00			
Rounding		23,222	20,758	2,464		865	(1,838)	2,704
NET BOND SIZE		**9,980,000**	**8,810,000**	**1,170,000**		**4,165,000**	**3,800,000**	**365,000**

Notes:
1) Project Total Estimates

Table 5
Allocation of Debt Service - 2025 Taxable G.O. Notes

Village of Germantown, WI

Year	TID 10 Portion				Grosnick Portion			
Ending	Principal	Est. Rate[1]	Interest	Total	Principal	Est. Rate	Interest	Total
2025				0		0.00%		0
2026			570,517	570,517	0	0.00%	75,670	75,670
2027			483,261	483,261	0	0.00%	64,097	64,097
2028			483,261	483,261	0	0.00%	64,097	64,097
2029	330,000	4.64%	475,608	805,608	45,000	4.64%	63,053	108,053
2030	330,000	4.74%	460,131	790,131	45,000	4.74%	60,942	105,942
2031	350,000	4.86%	443,798	793,798	50,000	4.86%	58,660	108,660
2032	375,000	4.99%	425,930	800,930	50,000	4.99%	56,196	106,196
2033	395,000	5.10%	406,492	801,492	55,000	5.10%	53,545	108,545
2034	420,000	5.22%	385,456	805,456	55,000	5.22%	50,707	105,707
2035	440,000	5.30%	362,834	802,834	60,000	5.30%	47,681	107,681
2036	465,000	5.37%	338,675	803,675	60,000	5.37%	44,479	104,479
2037	485,000	5.45%	312,957	797,957	65,000	5.45%	41,094	106,094
2038	530,000	5.52%	285,098	815,098	70,000	5.52%	37,389	107,389
2039	550,000	5.59%	255,085	805,085	75,000	5.59%	33,359	108,359
2040	595,000	5.65%	222,896	817,896	80,000	5.65%	29,002	109,002
2041	625,000	5.71%	188,255	813,255	80,000	5.71%	24,459	104,459
2042	665,000	5.75%	151,306	816,306	85,000	5.75%	19,733	104,733
2043	705,000	5.82%	111,689	816,689	95,000	5.82%	14,527	109,527
2044	750,000	5.86%	69,216	819,216	100,000	5.86%	8,835	108,835
2045	800,000	5.91%	23,620	823,620	100,000	5.91%	2,953	102,953
2046				0				0
Total	8,810,000		6,456,085	15,266,085	1,170,000		850,478	2,020,478

Year	Totals		
Ending	Principal (3/1)	Interest	Total
2025	0	0	0
2026	0	646,186	646,186
2027	0	547,358	547,358
2028	0	547,358	547,358
2029	375,000	538,661	913,661
2030	375,000	521,073	896,073
2031	400,000	502,458	902,458
2032	425,000	482,126	907,126
2033	450,000	460,037	910,037
2034	475,000	436,163	911,163
2035	500,000	410,515	910,515
2036	525,000	383,153	908,153
2037	550,000	354,052	904,052
2038	600,000	322,487	922,487
2039	625,000	288,444	913,444
2040	675,000	251,898	926,898
2041	705,000	212,714	917,714
2042	750,000	171,039	921,039
2043	800,000	126,216	926,216
2044	850,000	78,051	928,051
2045	900,000	26,573	926,573
2046	0	0	0
Total	9,980,000	7,306,563	17,286,563

Notes:

1) Estimated Rate assumes AA TAX BVAL 4/28/25 + .40

Table 6
Allocation of Debt Service - 2025 G.O. Notes

Village of Germantown, WI

Year	Levy Portion				TID 10 Portion			
Ending	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total
2025				0		0.00%		0
2026	200,000	3.65%	170,542	370,542	0	3.65%	17,141	17,141
2027	425,000	3.65%	132,494	557,494	0	3.65%	14,520	14,520
2028	450,000	3.67%	116,481	566,481	0	3.67%	14,520	14,520
2029	500,000	3.73%	98,898	598,898	50,000	3.73%	13,587	63,587
2030	325,000	3.78%	83,431	408,431	50,000	3.78%	11,710	61,710
2031	325,000	3.84%	71,048	396,048	50,000	3.84%	9,805	59,805
2032	370,000	3.89%	57,612	427,612	55,000	3.89%	7,775	62,775
2033	400,000	4.05%	42,315	442,315	50,000	4.05%	5,693	55,693
2034	400,000	4.20%	25,815	425,815	50,000	4.20%	3,630	53,630
2035	405,000	4.30%	8,708	413,708	60,000	4.30%	1,290	61,290
2036			0	0		0.00%	0	0
2037			0	0		0.00%	0	0
2038			0	0		0.00%	0	0
2039			0	0		0.00%	0	0
Total	3,800,000		807,342	4,607,342	365,000		99,668	464,668

Year	Totals		
Ending	Principal (3/1)	Interest	Total
2025	0	0	0
2026	200,000	187,683	387,683
2027	425,000	147,014	572,014
2028	450,000	131,000	581,000
2029	550,000	112,485	662,485
2030	375,000	95,140	470,140
2031	375,000	80,853	455,853
2032	425,000	65,386	490,386
2033	450,000	48,008	498,008
2034	450,000	29,445	479,445
2035	465,000	9,998	474,998
2036	0	0	0
2037	0	0	0
2038	0	0	0
2039	0	0	0
Total	4,165,000	907,010	5,072,010

Notes:

1) Estimated Rate assumes Non BQ Aa2 sale of 4/23/25 + .40

Table 7
Financing Plan Tax Impact
Village of Germantown, WI

	Existing Debt												Proposed Debt							
													2025 Taxable G.O. Notes	2025 G.O. Notes	Abatements	Debt Service Levy		Taxes		
Year Ending	Total Debt Payments	Less: Water	Less: Sewer	Less: TID #6	Less: TID #7	Less: TID #8	Less: TID #9	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $415,209 Home	9,980,000 Dated: 6/26/2025 Total P & I	4,165,000 Dated: 6/26/2025 Total P & I	Less: TID 10	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes $415,209 Home	Year Ending
2025	8,176,664	(429,175)	(531,656)	(515,313)	(371,958)	(1,125,413)	(160,700)	4,823,265		3,875,218,900	$1.24	$516.79	0	0	0	4,823,265		$1.24	$517	2025
2026	8,213,903	(451,526)	(533,556)	(500,113)	(684,758)	(1,318,846)	(297,200)	4,427,904	(395,361)	3,984,230,425	$1.11	$461.45	646,186	387,683	(587,658)	4,874,116	50,851	$1.22	$508	2026
2027	8,057,671	(461,088)	(529,881)	(511,438)	(682,020)	(1,389,075)	(299,950)	4,184,220	(243,684)	4,096,308,490	$1.02	$424.12	547,358	572,014	(497,781)	4,805,811	(68,305)	$1.17	$487	2027
2028	7,845,210	(457,838)	(531,331)	(509,138)	(683,701)	(1,450,503)	(302,200)	3,910,500	(273,720)	4,211,539,358	$0.93	$385.53	547,358	581,000	(497,781)	4,541,077	(264,734)	$1.08	$448	2028
2029	7,785,898	(468,713)	(532,806)	(506,538)	(788,101)	(1,559,965)	(303,950)	3,625,825	(284,675)	4,330,011,719	$0.84	$347.68	913,661	662,485	(869,195)	4,332,776	(208,301)	$1.00	$415	2029
2030	8,050,076	(468,588)	(534,194)	(503,094)	(869,408)	(1,562,581)	(295,450)	3,816,763	190,938	4,451,816,756	$0.86	$355.98	896,073	470,140	(851,841)	4,331,135	(1,640)	$0.97	$404	2030
2031	8,035,079	(467,713)	(535,513)	(493,875)	(859,060)	(1,572,244)	(296,700)	3,809,975	(6,788)	4,577,048,220	$0.83	$345.62	902,458	455,853	(853,603)	4,314,683	(16,452)	$0.94	$391	2031
2032	7,501,819	(461,213)	(531,178)	(479,025)	(842,869)	(1,533,584)	(297,450)	3,356,500	(453,475)	4,705,802,497	$0.71	$296.16	907,126	490,386	(863,705)	3,890,308	(424,375)	$0.83	$343	2032
2033	6,441,403	(470,288)	(531,188)	(463,625)	(304,800)	(1,501,278)	(297,700)	2,872,525	(483,975)	4,838,178,685	$0.59	$246.52	910,037	498,008	(857,185)	3,423,385	(466,923)	$0.71	$294	2033
2034	6,059,394	(469,769)	(535,350)	(462,963)	0	(1,464,838)	(297,450)	2,829,025	(43,500)	4,974,278,671	$0.57	$236.14	911,163	479,445	(859,086)	3,360,547	(62,838)	$0.68	$281	2034
2035	4,961,219	(317,100)	(534,938)	0	0	(1,269,681)	(297,800)	2,541,700	(287,325)	5,114,207,207	$0.50	$206.35	910,515	474,998	(864,124)	3,063,089	(297,458)	$0.60	$249	2035
2036	4,855,244	(317,500)	(535,225)	0	0	(1,236,619)	(298,800)	2,467,100	(74,600)	5,258,071,991	$0.47	$194.82	908,153	0	(803,675)	2,571,579	(491,510)	$0.49	$203	2036
2037	5,031,400	(317,500)	(534,875)	0	0	(1,227,425)	(299,400)	2,652,200	185,100	5,405,983,751	$0.49	$203.70	904,052	0	(797,957)	2,758,294	186,716	$0.51	$212	2037
2038	4,953,750	(317,100)	(528,950)	0	0	(1,192,100)	(299,600)	2,616,000	(36,200)	5,558,056,330	$0.47	$195.43	922,487	0	(815,098)	2,723,389	(34,905)	$0.49	$203	2038
2039	4,262,963	(316,300)	(532,344)	0	0	(532,219)	(299,400)	2,582,700	(33,300)	5,714,406,775	$0.45	$187.66	913,444	0	(805,085)	2,691,059	(32,330)	$0.47	$196	2039
2040	3,596,800	(315,100)	(342,600)	0	0	0	(303,700)	2,635,400	52,700	5,875,155,423	$0.45	$186.25	926,898	0	(817,896)	2,744,402	53,343	$0.47	$194	2040
2041	3,648,100	(318,400)	(344,900)	0	0	0	(302,500)	2,682,300	46,900	6,040,425,998	$0.44	$184.38	917,714	0	(813,255)	2,786,759	42,357	$0.46	$192	2041
2042	3,682,200	(316,200)	(341,700)	0	0	0	(300,900)	2,723,400	41,100	6,210,345,703	$0.44	$182.08	921,039	0	(816,306)	2,828,133	41,374	$0.46	$189	2042
2043	0	0	0	0	0	0	0	0	(2,723,400)	6,385,045,320	$0.00	$0.00	926,216	0	(816,689)	109,527	(2,718,606)	$0.02	$7	2043
2044	0	0	0	0	0	0	0	0	0	6,564,659,310	$0.00	$0.00	928,051	0	(819,216)	108,835	(692)	$0.02	$7	2044
2045	0	0	0	0	0	0	0	0	0	6,749,325,917	$0.00	$0.00	926,573	0	(823,620)	102,953	(5,883)	$0.02	$6	2045
2046	0	0	0	0	0	0	0	0	0	6,939,187,273	$0.00	$0.00	0	0	0	0	(102,953)	$0.00	$0	2046
2047	0	0	0	0	0	0	0	0	0	7,134,389,507	$0.00	$0.00	0	0	0	0	0	$0.00	$0	2047
2048	0	0	0	0	0	0	0	0	0	7,335,082,862	$0.00	$0.00	0	0	0	0	0	$0.00	$0	2048
2049	0	0	0	0	0	0	0	0	0	7,541,421,805	$0.00	$0.00	0	0	0	0	0	$0.00	$0	2049
Total	111,158,791	(7,141,107)	(9,022,184)	(4,945,119)	(6,086,674)	(19,936,370)	(5,250,850)	58,557,302					17,286,563	5,072,010	(15,730,753)					Total

Notes:

Table 8
Financing Plan Tax Impact
Village of Germantown, WI

	Existing Debt												Proposed Debt								
													2025 Taxable G.O. Notes	2025 G.O. Notes	Abatements	Debt Service Levy		Taxes			
Year Ending	Total Debt Payments	Less: Water	Less: Sewer	Less: TID #6	Less: TID #7	Less: TID #8	Less: TID #9	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Difference On $415,209 Home	9,980,000 Dated: 6/26/2025 Total P & I	4,165,000 Dated: 6/26/2025 Total P & I	Less: TID 10	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Total Tax Rate for Debt Service W/TID	Difference On $415,209 Home	Year Ending
2025	8,176,664	(429,175)	(531,656)	(515,313)	(371,958)	(1,125,413)	(160,700)	4,823,265		3,875,218,900	$1.24	$516.79	0	0	0	4,823,265		$1.24	$1.24	$0	2025
2026	8,213,903	(451,526)	(533,556)	(500,113)	(684,758)	(1,318,846)	(297,200)	4,427,904	(395,361)	3,984,230,425	$1.11	$461.45	646,186	387,683	0	5,461,773	638,508	$1.37	$1.22	$61	2026
2027	8,057,671	(461,088)	(529,881)	(511,438)	(682,020)	(1,389,075)	(299,950)	4,184,220	(243,684)	4,096,308,490	$1.02	$424.12	547,358	572,014	0	5,303,592	(158,182)	$1.29	$1.17	$50	2027
2028	7,845,210	(457,838)	(531,331)	(509,138)	(683,701)	(1,450,503)	(302,200)	3,910,500	(273,720)	4,211,539,358	$0.93	$385.53	547,358	581,000	0	5,038,858	(264,734)	$1.20	$1.08	$49	2028
2029	7,785,898	(468,713)	(532,806)	(506,538)	(788,101)	(1,559,965)	(303,950)	3,625,825	(284,675)	4,330,011,719	$0.84	$347.68	913,661	662,485	0	5,201,971	163,113	$1.20	$1.00	$83	2029
2030	8,050,076	(468,588)	(534,194)	(503,094)	(869,408)	(1,562,581)	(295,450)	3,816,763	190,938	4,451,816,756	$0.86	$355.98	896,073	470,140	0	5,182,976	(18,995)	$1.16	$0.97	$79	2030
2031	8,035,079	(467,713)	(535,513)	(493,875)	(859,060)	(1,572,244)	(296,700)	3,809,975	(6,788)	4,577,048,220	$0.83	$345.62	902,458	455,853	0	5,168,286	(14,690)	$1.13	$0.94	$77	2031
2032	7,501,819	(461,213)	(531,178)	(479,025)	(842,869)	(1,533,584)	(297,450)	3,356,500	(453,475)	4,705,802,497	$0.71	$296.16	907,126	490,386	0	4,754,013	(414,273)	$1.01	$0.83	$76	2032
2033	6,441,403	(470,288)	(531,188)	(463,625)	(304,800)	(1,501,278)	(297,700)	2,872,525	(483,975)	4,838,178,685	$0.59	$246.52	910,037	498,008	0	4,280,570	(473,443)	$0.88	$0.71	$74	2033
2034	6,059,394	(469,769)	(535,350)	(462,963)	0	(1,464,838)	(297,450)	2,829,025	(43,500)	4,974,278,671	$0.57	$236.14	911,163	479,445	0	4,219,633	(60,936)	$0.85	$0.68	$72	2034
2035	4,961,219	(317,100)	(534,938)	0	0	(1,269,681)	(297,800)	2,541,700	(287,325)	5,114,207,207	$0.50	$206.35	910,515	474,998	0	3,927,213	(292,421)	$0.77	$0.60	$70	2035
2036	4,855,244	(317,500)	(535,225)	0	0	(1,236,619)	(298,800)	2,467,100	(74,600)	5,258,071,991	$0.47	$194.82	908,153	0	0	3,375,253	(551,960)	$0.64	$0.49	$63	2036
2037	5,031,400	(317,500)	(534,875)	0	0	(1,227,425)	(299,400)	2,652,200	185,100	5,405,983,751	$0.49	$203.70	904,052	0	0	3,556,252	180,999	$0.66	$0.51	$61	2037
2038	4,953,750	(317,100)	(528,950)	0	0	(1,192,100)	(299,600)	2,616,000	(36,200)	5,558,056,330	$0.47	$195.43	922,487	0	0	3,538,487	(17,764)	$0.64	$0.49	$61	2038
2039	4,262,963	(316,300)	(532,344)	0	0	(532,219)	(299,400)	2,582,700	(33,300)	5,714,406,775	$0.45	$187.66	913,444	0	0	3,496,144	(42,343)	$0.61	$0.47	$58	2039
2040	3,596,800	(315,100)	(342,600)	0	0	0	(303,700)	2,635,400	52,700	5,875,155,423	$0.45	$186.25	926,898	0	0	3,562,298	66,154	$0.61	$0.47	$58	2040
2041	3,648,100	(318,400)	(344,900)	0	0	0	(302,500)	2,682,300	46,900	6,040,425,998	$0.44	$184.38	917,714	0	0	3,600,014	37,716	$0.60	$0.46	$56	2041
2042	3,682,200	(316,200)	(341,700)	0	0	0	(300,900)	2,723,400	41,100	6,210,345,703	$0.44	$182.08	921,039	0	0	3,644,439	44,425	$0.59	$0.46	$55	2042
2043	0	0	0	0	0	0	0	0	(2,723,400)	6,385,045,320	$0.00	$0.00	926,216	0	0	926,216	(2,718,223)	$0.15	$0.02	$53	2043
2044	0	0	0	0	0	0	0	0	0	6,564,659,310	$0.00	$0.00	928,051	0	0	928,051	1,835	$0.14	$0.02	$52	2044
2045	0	0	0	0	0	0	0	0	0	6,749,325,917	$0.00	$0.00	926,573	0	0	926,573	(1,478)	$0.14	$0.02	$51	2045
2046	0	0	0	0	0	0	0	0	0	6,939,187,273	$0.00	$0.00	0	0	0	0	(926,573)	$0.00	$0.00	$0	2046
2047	0	0	0	0	0	0	0	0	0	7,134,389,507	$0.00	$0.00	0	0	0	0	0	$0.00	$0.00	$0	2047
2048	0	0	0	0	0	0	0	0	0	7,335,082,862	$0.00	$0.00	0	0	0	0	0	$0.00	$0.00	$0	2048
2049	0	0	0	0	0	0	0	0	0	7,541,421,805	$0.00	$0.00	0	0	0	0	0	$0.00	$0.00	$0	2049
Total	111,158,791	(7,141,107)	(9,022,184)	(4,945,119)	(6,086,674)	(19,936,370)	(5,250,850)	58,557,302					17,286,563	5,072,010	0			Total Over the Life of the Debt		1,261	Total

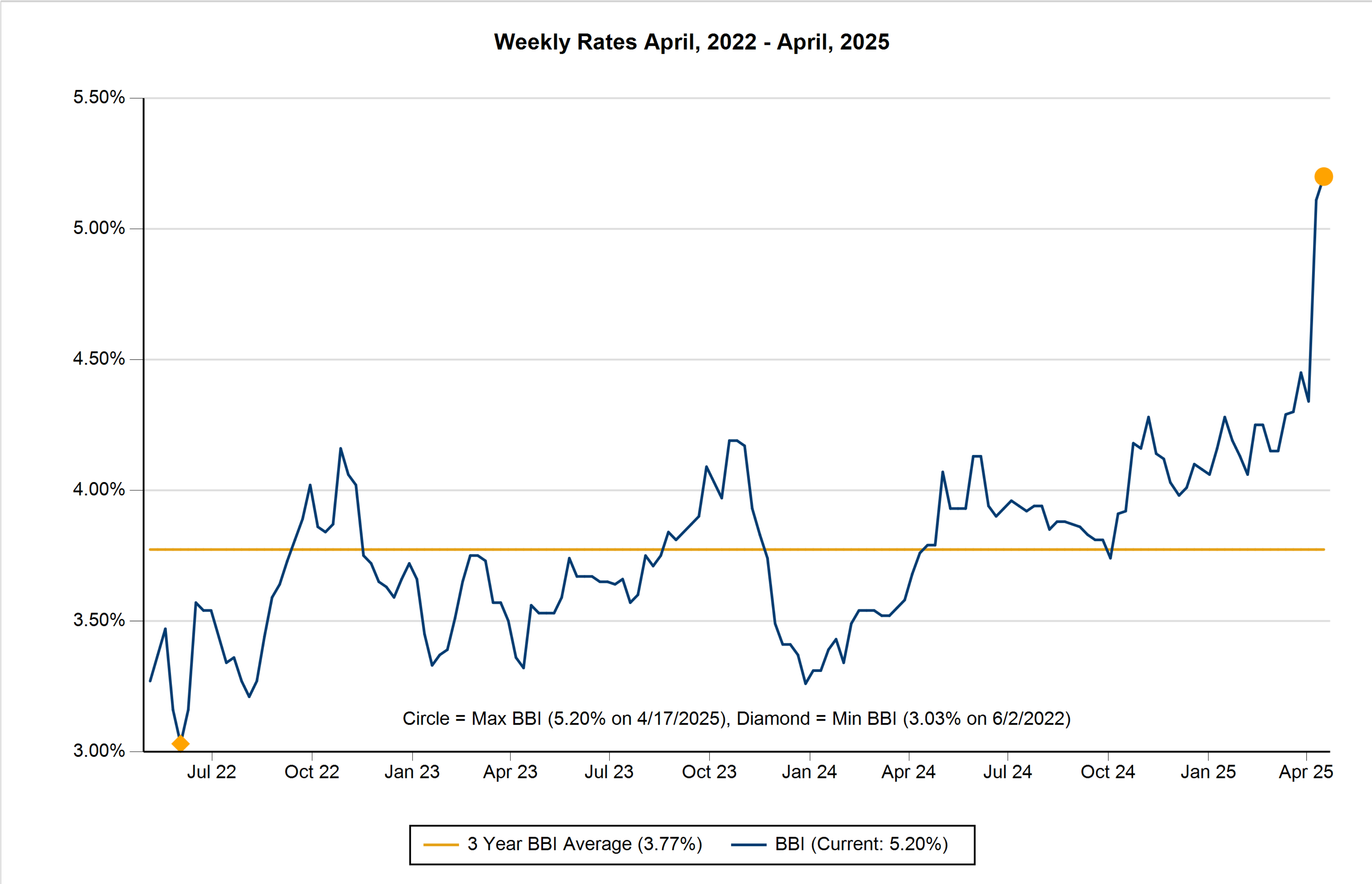
Notes:

Table 9
General Obligation Debt Capacity Analysis - Impact of Financing Plan
Village of Germantown, WI

Existing Debt					Proposed Debt					
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	% of Limit	2025 Taxable G.O. Notes	2025 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2024	4,195,679,600	209,783,980		**0%**			$0	**0%**	$209,783,980	2024
2025	4,329,699,464	216,484,973	79,650,000	**37%**	9,980,000	4,165,000	$93,795,000	**43%**	$122,689,973	2025
2026	4,468,000,237	223,400,012	74,275,000	**33%**	9,980,000	3,965,000	$88,220,000	**39%**	$135,180,012	2026
2027	4,610,718,662	230,535,933	68,930,000	**30%**	9,980,000	3,540,000	$82,450,000	**36%**	$148,085,933	2027
2028	4,757,995,849	237,899,792	63,605,000	**27%**	9,980,000	3,090,000	$76,675,000	**32%**	$161,224,792	2028
2029	4,909,977,415	245,498,871	58,145,000	**24%**	9,605,000	2,540,000	$70,290,000	**29%**	$175,208,871	2029
2030	5,066,813,629	253,340,681	52,215,000	**21%**	9,230,000	2,165,000	$63,610,000	**25%**	$189,730,681	2030
2031	5,228,659,561	261,432,978	46,075,000	**18%**	8,830,000	1,790,000	$56,695,000	**22%**	$204,737,978	2031
2032	5,395,675,232	269,783,762	40,235,000	**15%**	8,405,000	1,365,000	$50,005,000	**19%**	$219,778,762	2032
2033	5,568,025,775	278,401,289	35,240,000	**13%**	7,955,000	915,000	$44,110,000	**16%**	$234,291,289	2033
2034	5,745,881,601	287,294,080	30,430,000	**11%**	7,480,000	465,000	$38,375,000	**13%**	$248,919,080	2034
2035	5,929,418,558	296,470,928	26,550,000	**9%**	6,980,000	0	$33,530,000	**11%**	$262,940,928	2035
2036	6,118,818,118	305,940,906	22,635,000	**7%**	6,455,000		$29,090,000	**10%**	$276,850,906	2036
2037	6,314,267,545	315,713,377	18,395,000	**6%**	5,905,000		$24,300,000	**8%**	$291,413,377	2037
2038	6,515,960,085	325,798,004	14,075,000	**4%**	5,305,000		$19,380,000	**6%**	$306,418,004	2038
2039	6,724,095,159	336,204,758	10,295,000	**3%**	4,680,000		$14,975,000	**4%**	$321,229,758	2039
2040	6,938,878,556	346,943,928	7,045,000	**2%**	4,005,000		$11,050,000	**3%**	$335,893,928	2040
2041	7,160,522,640	358,026,132	3,610,000	**1%**	3,300,000		$6,910,000	**2%**	$351,116,132	2041
2042	7,389,246,556	369,462,328	0	**0%**	2,550,000		$2,550,000	**1%**	$366,912,328	2042
2043	7,625,276,452	381,263,823		**0%**	1,750,000		$1,750,000	**0%**	$379,513,823	2043
2044	7,868,845,697	393,442,285		**0%**	900,000		$900,000	**0%**	$392,542,285	2044
2045	8,120,195,116	406,009,756		**0%**	0		$0	**0%**	$406,009,756	2045
2046	8,379,573,226	418,978,661		**0%**			$0	**0%**	$418,978,661	2046
2047	8,647,236,482	432,361,824		**0%**			$0	**0%**	$432,361,824	2047
2048	8,923,449,532	446,172,477		**0%**			$0	**0%**	$446,172,477	2048

Notes:
1) Projected TID IN EV based on 5-year average at 3.19% annual inflation.

3 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

EHLERS
PUBLIC FINANCE ADVISORS

RESOLUTION NO. ___

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF NOT TO EXCEED $4,165,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025B

WHEREAS, it is necessary that funds be raised by the Village of Germantown, Washington County, Wisconsin (the "Village") for the purpose of paying the costs of Village capital improvements including improvements to buildings and grounds, engineering and planning costs and equipment acquisition (the "Project") and there are insufficient funds on hand to pay said costs;

WHEREAS, the Village hereby finds and determines that the Project is within the Village's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes; and

WHEREAS, the Village Finance Director (in consultation with the Village's financial advisor) shall cause an Official Notice of Sale to be distributed, offering the aforesaid general obligation promissory notes for public sale.

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

Section 1. Authorization of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed from a purchaser (the "Purchaser") selected through a competitive sale with the assistance and counsel of the Village's financial advisor, Ehlers and Associates, Inc., pursuant to Chapter 67 of the Wisconsin Statutes, the principal sum of not to exceed FOUR MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS ($4,165,000), provided that: (i) the price paid by the Purchaser for the Notes shall not be less than 98.90% nor more than 107.00% of the par amount of the Notes, (ii) the true interest rate (taking the Purchser's compensation into account) to be paid on the Notes shall not exceed 5.00%; and (iii) the Notes shall comply in all other respects with the terms provided herein.

Section 2. Sale of the Notes; Delegation of Authority with Respect to Final Approval. Subject to such Final Approval (defined below), to evidence such indebtedness, the Village President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, general obligation promissory notes aggregating the principal amount of not to exceed FOUR MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS ($4,165,000) (the "Notes"). The issuance and sale of the Notes to the Purchaser is subject to final approval by the Village Administrator or Village Finance Director. Such final approval shall be evidenced by the execution of an approving certificate (the approval of such issuance and sale, and the execution of said certificate shall comprise and are referred to collectively herein as the "Final Approval"). The Village Board hereby delegates the authority to provide such Final Approval to the Village Administrator or the Village Finance Director. Said officers may act for the Village Board to provide such Final Approval with respect to the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025B"; shall be dated the date of their issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall bear interest semi-annually and mature on March 1 of each year, in the years and principal amounts as set forth in the Schedule attached hereto as Exhibit A, provided, however, that the annual principal maturities set forth on said Schedule may be increased or decreased by an amount up to $175,000 with the final maturity schedule being attached to and incorporated into the Final Approval. The maturity schedule for the Notes may include term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule requirements set forth above.

Section 4. Designation of Purchaser as Agent. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Redemption Provisions. The redemption provisions relating to the Notes shall be set forth in the Final Approval.

Section 6. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. The amounts of said direct annual irrepealable tax to be levied shall be as set forth in the amortization schedule attached to the Final Approval.

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

Section 8. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for Village of Germantown General Obligation Promissory Notes, Series 2025B." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 7 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 9. Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

Section 10. Arbitrage Covenant. The Village shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Village hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of the Code or Regulations.

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

Section 11. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

The Village hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Village Clerk or other officer of the Village charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, all as of the Closing.

Section 12. Persons Treated as Owners; Transfer of Notes. The fiscal agent appointed in Section 15 hereof shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of said fiscal agent at the close of business on the corresponding record date.

Section 13. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the Village and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

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

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

Adopted this 5th day of May, 2025.

Robert Soderberg,
Village President

ATTEST:

Donna Ott,
Village Clerk

(SEAL)

EXHIBIT A

Village of Germantown, Wisconsin

$4,165,000 General Obligation Promissory Notes, Series 2025B
Issue Summary
Dated June 26, 2025

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/26/2025	-	-	-	-	-
03/01/2026	200,000.00	3.550%	107,997.36	307,997.36	-
09/01/2026	-	-	75,795.00	75,795.00	383,792.36
03/01/2027	425,000.00	3.600%	75,795.00	500,795.00	-
09/01/2027	-	-	68,145.00	68,145.00	568,940.00
03/01/2028	450,000.00	3.650%	68,145.00	518,145.00	-
09/01/2028	-	-	59,932.50	59,932.50	578,077.50
03/01/2029	550,000.00	3.700%	59,932.50	609,932.50	-
09/01/2029	-	-	49,757.50	49,757.50	659,690.00
03/01/2030	375,000.00	3.750%	49,757.50	424,757.50	-
09/01/2030	-	-	42,726.25	42,726.25	467,483.75
03/01/2031	375,000.00	3.800%	42,726.25	417,726.25	-
09/01/2031	-	-	35,601.25	35,601.25	453,327.50
03/01/2032	425,000.00	3.850%	35,601.25	460,601.25	-
09/01/2032	-	-	27,420.00	27,420.00	488,021.25
03/01/2033	450,000.00	3.950%	27,420.00	477,420.00	-
09/01/2033	-	-	18,532.50	18,532.50	495,952.50
03/01/2034	450,000.00	4.000%	18,532.50	468,532.50	-
09/01/2034	-	-	9,532.50	9,532.50	478,065.00
03/01/2035	465,000.00	4.100%	9,532.50	474,532.50	-
09/01/2035	-	-	-	-	474,532.50
Total	**$4,165,000.00**	**-**	**$882,882.36**	**$5,047,882.36**	**-**

Yield Statistics

Bond Year Dollars	$22,669.51
Average Life	5.443 Years
Average Coupon	3.8945800%
Net Interest Cost (NIC)	4.0966796%
True Interest Cost (TIC)	4.1191329%
Bond Yield for Arbitrage Purposes	3.8859771%
All Inclusive Cost (AIC)	4.4529493%

IRS Form 8038

Net Interest Cost	3.8945800%
Weighted Average Maturity	5.443 Years

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA
REGISTERED STATE OF WISCONSIN
NO. R-__ WASHINGTON COUNTY
VILLAGE OF GERMANTOWN
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025B

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
MARCH 1, 20__	__________, 2025	_.___%	374118___

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ____ DOLLARS
($______________)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the “Depository”) identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2026 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States by Bond Trust Services Corporation, Roseville, Minnesota, the fiscal agent appointed by the Village pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the “Bond Registrar”). The principal of this Note shall be payable only upon presentation and surrender of the Note at the office of the Bond Registrar. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the “Record Date”).

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

This Note is one of an issue of Notes aggregating the principal amount of $__________, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of Village capital improvements including improvements to buildings and grounds, engineering and planning costs and equipment acquisition, all as authorized by a resolution of the Village Board duly adopted by said governing body at a meeting held on May 5, 2025. Said resolution is recorded in the official minutes of the Village Board for said date.

At the option of the Village, the Notes maturing on March 1, 20__ and thereafter are subject to redemption prior to maturity on March 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the Village has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the ____ day of _________, 2025.

By:____
Robert Soderberg,
Village President

(SEAL)

By:____
Donna Ott,
Village Clerk

ASSIGNMENT

____

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

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

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

Dated:__________________________

Signature Guaranteed:

____

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

____

(Depository or its Nominee Name)

____

(Authorized Officer)

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

EXHIBIT C

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into the __ day of _________, 2025, by and between the Village of Germantown, Washington County, Wisconsin (the "Village"), and Bond Trust Services Corporation, Roseville, Minnesota (the "Agent").

WITNESSETH:

WHEREAS, the Village has authorized the borrowing of the sum of _____________ DOLLARS ($___________) pursuant to Section 67.12(12) Wisconsin Statutes, and a resolution adopted by the Village Board on May 5, 2025 and has authorized the issuance and sale of $__________ principal amount of general obligation promissory notes to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Promissory Notes, Series 2025B"; shall be dated __________, 2025; shall bear interest and shall mature on March 1 of each year, in the years and principal amounts as set forth on Exhibit A attached hereto and incorporated herein by this reference. Interest shall be payable on March 1 and September 1 of each year commencing on March 1, 2026 until the principal of the Obligations is paid in full or discharged;

WHEREAS, the Village is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Village Board of the Village has authorized the appointment of the Agent as Fiscal Agent of the Village for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Village and the Agent do hereby agree as follows:

I. APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the Village with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Village.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Village agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Village a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the Village. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

V. REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the Village a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

VIII. REDEMPTION NOTICE

In the event the Village exercises its option, if any, to redeem any of the Obligations, the Village shall direct the Fiscal Agent to give notice of such redemption by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such direction shall be given at least thirty-five days prior to such redemption date.

In addition, in accordance with the recommendations of the Securities and Exchange Commission, the Fiscal Agent shall give notice of any call for redemption to all registered securities depositories and to a national information service that disseminates notices of redemption of such Obligations, but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

IX. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the obligations. The Fiscal Agent agrees to comply with the provisions of the attached Blanket Village Letter of Representation which has been executed and delivered to The Depository Trust Company by the Village.

X. TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of $5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

XI. STATEMENTS

The Fiscal Agent shall furnish the Village with an accounting of payments received and made and funds on hand annually upon reasonable request.

XII. FEES

The Village agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the Village exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the Village by the Fiscal Agent. In the event the Village exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the Village or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

(b) Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to Village. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the Village and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Village, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the Village shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Village.

(c) Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the Village's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the Village after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on Village's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution. This Agreement shall be executed on behalf of the Village and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

By:____
Robert Soderberg,
Village President

(SEAL)

And:____
Donna Ott,
Village Clerk

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

By:_____________________________________
____________________ (Name)
_______________________(Title)

And:___________________________________
____________________ (Name)
_______________________(Title)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 5, 2025

PLACEMENT: Presentation

ITEM TITLE: Potential Policy on the Amount of Multi-Family Housing Development in the Village of Germantown (Discussion)

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

At the direction of the Village President, staff has been gathering information to facilitate a discussion on the appropriate amount of multi-family to have in the Village of Germantown. Staff presented a table showing the percentage of multifamily housing in Germantown relative other communities to the Plan Commission at their April 28th meeting. This packet also includes an overview of trends in the median age of Germantown residents relative to other communities.

ATTACHMENT:

1. Housing Units Occupancy Characteristics-Germantown Comparables-250422
2. 250505 Median Age Trends in Germantown

STAFF RECOMMENDATION:

No action is necessary.

ACTION BY Committee:

Housing Units & Occupancy Characteristics
Village of Germantown, WI & Comparable Villages & Cities

(Municipalities sorted by "Mutli-Unit" Percentage - Highest to Lowest)

Municipality	County	Population	Median Household Income	Total # Housing Units	Housing Unit Structure Type (%)			Occupancy Type (%)	
					Single	Multi	Mobile	Owner	Renter
Wauwatosa (City)	Milwaukee	47,718	$93,859	22,976	58	42	0	60	40
Cudahy (City)	Milwaukee	17,964	$66,717	8,866	59	40	1	62	38
Oak Creek (City)	Milwaukee	36,473	$93,120	15,602	58	40	2	59	41
Grafton (Village)	Ozaukee	12,274	$88,634	5,824	61	39	0	63	37
West Bend (City)	Washington	31,722	$75,043	14,462	62	38	0	67	33
Brown Deer (Village)	Milwaukee	12,615	$91,567	6,187	63	37	0	65	35
Menasha (City)	Winnebago	15,199	$58,624	7,348	60	34	6	60	40
Jackson (Village)	Washington	7,882	$95,960	3,518	60	33	7	70	30
Oconomowoc (City)	Waukesha	18,385	$105,833	7,934	68	32	0	68	32
Hartford (City)	Washington	15,761	$74,252	6,696	68	31	1	66	34
Sussex (Village)	Waukesha	11,795	$112,031	4,732	70	30	0	69	31
Franklin (City)	Milwaukee	35,757	$108,342	14,433	72	28	1	78	22
Menomonee Falls (Village)	Waukesha	38,963	$98,460	16,945	71	28	1	75	25
Germantown (Village)	Washington	20,940	$104,337	8,619	73	25	2	76	24
New Berlin (City)	Milwaukee	40,384	$97,414	17,522	77	23	0	76	24
Muskego (City)	Waukesha	25,156	$116,361	10,105	85	15	0	88	12
Mequon (City)	Ozaukee	25,259	$147,391	9,922	86	14	0	84	16
	Avg	**24,367**	**$95,761**	**10,688**	**68**	**31**	**1**	**70**	**30**

Notes:

1. "Comparable" based on similar population and/or close-by geographically

2. "Single" includes detached & attached condominium units; "Multi" includes 2 or more apartments; "Mobile" includes mobile homes

3. "Owner" includes owner-occupied; "Renter" includes renter occupied

Source: ***"Census Reporter" summary reports using 2023 American Community Survey (ACS) data available from censusreporter.org***
Prepared By: ***Village of Germantown, WI (Community Development Department)***
Date Prepared: ***April 21, 2025***

Trends in Germantown's Median Age

Over the past two decades, the median age of residents in Germantown, has steadily increased, reflecting broader demographic trends in the region.

Median Age Trends (2000–2023)

- **2000**: Approximately 36.4 years
- **2010**: Approximately 42.1 years
- **2020**: Approximately 40.6 years
- **2023**: Approximately 42.3 years[1]

This upward trend mirrors the aging of the local population, with a notable 21% decrease in residents aged 20–44 between 2000 and 2017, compared to a 12% decrease in Washington County overall[2]. The table below compares Germantown's aging trends to southeastern Wisconsin counties.

Comparative Median Age Trends (2000–2023)

Area	2000 Median Age	2023 Median Age	Change
Germantown	~36.4 years	~42.3 years	+5.9 yrs
Milwaukee County	~34.4 years	~35.4 years	+1.0 yr
Washington County	~37.0 years	~42.3 years	+5.3 yrs
Waukesha County	~37.0 years	~41.0 years	+4.0 yrs
Ozaukee County	~39.0 years	~44.0 years	+5.0 yrs
Racine County	~34.7 years	~36.0 years	+1.3 yrs
Kenosha County	~36.0 years	~36.0 years	0.0 yrs

Contributing Factors

- **Aging Population**: Long-term residents are aging in place, contributing to the rise in median age.
- **Population Growth**: While the village's population has grown by 9.8% since 2000, the increase is slower compared to the national average of 15.6%.
- **Youth Outmigration**: A significant number of younger residents, particularly those aged 20–44, have moved away, leading to a decrease in this age group within the community[3].

Summary
Germantown's demographic profile is shifting towards an older population. This trend is influenced by aging residents, slower population growth, and the outmigration of younger individuals. These changes have implications for local services, housing, and community planning.

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[1] Census Reporter+2discoverhometown.com+2Wisconsin Demographics+2Wisconsin Demographics
[2] discoverhometown.com
[3] BestPlacesdiscoverhometown.com