VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, MAY 19, 2014 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **PRESIDENT'S REPORT**

V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS:**
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.

VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)

VII. **CONSENT AGENDA:**

A. Minutes – May 5 and May 7, 2014

B. Accounts payable/payroll

1.	April 2014	Accounts Payable	$ 32,608.65
2.	May 6, 2014	Payroll (hourly)	$ 217,981.13
3.	May 10, 2014	Accounts Payable	$ 841,465.80
4.	May 15, 2014	Payroll (salary)	$ 76,481.40

C. Operator Licenses – July 1, 2014 – June 30, 2015
Renewal Applicants: Kalpana Khanal Adhikari, Kimberly M. Anas, Judy A. Arnold, Emily R. Atkielski, Therese M. Bach, Julie A. Bartelt, Courtney M. Baumgartner, Kathleen M. Belfiori, Jeff M. Bird, Simon R. Bouwman, Julie M. Bowe, William C. Brockman IV, Matthew S. Brusseau, Robert G. Campbell, Patricia L. Chastain, Joann S. DeKoning, Sandra M. Comerford, Ann L. Davis, Mary K. Erickson, Tenine R. Fleck, Janyce J. Fossum, Shawn P. Frank, Erin M. Fritch, Bobbi Jo Gabrielsen, Jon R. Gamroth, Kim A. Gamroth, Joann C. Gandt,

VII. **CONSENT AGENDA continued:**

Phyllis J. Groose, Susan M. Hanson, Anita M. Hauner, Dan J. Hauner, Christine C. Hellman, Cynthia M. Heyman, Timothy G. Jacobs, Rudolph Janzen, Jr., Elizabeth L. Johnson, April M. Kintopp, Morgan E. Klick, Carla S. Klinger, Steven W. Koenig, Nicholas A. Koeppler, Ronald A. Kohls, Scott R. Kolosick, Christine D. Konvalinka, Janice K. Krueger, Jeffrey S. Krull, Vicki L. Linton, Jessica L. Messig, Carol A. Meyer, Jennifer Lee Meyer, Janet L. Miller-Parkinson, Sara B. Myrhum, Debra A. Nelson, William F. Numrich, Jason W. Ohm, Luis D. Ortega, Cameron V. Ottoson, Danielle D. Rusnak, Erin L. Schepp, Michael J. Sebern, Nicole M. Selsing, Herman J. Sirianni, Joy S. Soni, Patricia A. Stengel, Sara K. Stevenson, Anthony R. Streng, Eileen R. Stroud, Amy L. Todryk, Nicole R. Ventzke, Roberta G. VonAsten, Rebecca A. Waldron, Isac W. Weins, Ashley A. Welnicke,and Eric L. Wiskerchen.

New Applicants: Jonathon G. Berbaum, Lesli E. Bersch, Jordan A. Doro, Rebecca L. Douglas, Christopher W. Huwatcheck, Diana M. Koszykowski, Richard Storts, Justin Tony Wallschlaeger, and Leah M. Wheaton [Recommended Approval]

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

D. Amendment to Burning Regulations Ordinance, Removal of "Section 10.11.3" under section 5.11(2) [Recommended Approval]

E. Approval of "Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses as listed, to include the restriction of the conditions listed by the Fire Department for Blackstone Creek Golf Club, Code #'s NFPA 1 2009 13.7.3.5.1 and 12.4.6.6. : [Recommended Approval]

1. Aldo's Pizza & Pub, LLC, Dwayne Ketterer, Agent, 584 Jordan Circle, Colgate, WI, 53017, d/b/a **Aldo's Pizza & Pub**, W156 N11058 Pilgrim Road, Germantown, WI, 53022. (includes an outside dining area of approximately 30 feet in front of building to be open until 10:00 p.m.; an outside extension into the parking lot for a Classic Car Cruise Night on Tuesdays from 5:00 p.m. to 9:00 p.m. from July 1, 2014 through September 30, 2014 and from May 25, 2015 through June 30, 2015; and a tailgate party prior to a Green Bay Packer Sunday game in the parking lot from 10:00 a.m. to 7:00 p.m.)
2. Barley Pop Brew Haus, LLC, Deborah Reinbold, Agent, 1388 Parkview Drive, Hubertus, WI, 53033, d/b/a **Barley Pop Pub & Restaurant,** N116 W16137 Main Street, Germantown, WI, 53022. (includes Brew Haus and fenced outside extension on north side of building to be open until 10:00 p.m. and outside extension July 4, 2014 from the east end of the building to the western end, all the way to the sidewalk, during the July 4th parade beginning at noon)
3. Blackstone Creek Golf Club Ltd., Troy D. Schmidt, Agent, N105 W14467 Wilson Circle, Germantown, WI 53022, d/b/a **Blackstone Creek Golf Club,** N112 W17300 Mequon Road, Germantown, WI 53022. (includes golf course property of 180 acres)
4. Bubs on Main, LLC, Scott H. Pecor, Agent, 306 W. Ravine Baye, Bayside, WI, 53217, d/b/a **Bubs Irish Pub,** N116 W16218 Main Street, Germantown

VIII. CONSENT AGENDA continued:

5. Blazin Wings, Inc., Mary Susens, Agent, 3745 S. Rivershire Dr., #1, Greenfield, WI 53228. d/b/a **Buffalo Wild Wings,** N96 W17960 County Line Road, Germantown, WI 53022 (includes attached patio with hours restricted between 10:00 p.m. and 8:00 a.m.)
6. Maple Road, LLC, Radomir Buzdum, Agent, N9661 Boje Ct., Watertown, WI, 53094, d/b/a **Buzdum's Pub & Grill,** W188 N10515 Maple Road, Germantown, WI, 53022. (Includes an outdoor patio area and bleacher area until 9:00 p.m.)
7. ERJ Dining III, LLC, Paul S. Thompson, Agent, 6812 W. Greyhawk Court, Franklin, WI 53132, d/b/a **Chili's Grill & Bar**, N96 W18640 County Line Road, Germantown, WI 53022.
8. Eastern Kettle Moraine Moose Lodge #1238, Charles A. Jewell, Agent, W167 N11544 Bishop Drive, Germantown, WI 53022, d/b/a **E.K.M. Moose Lodge #1238**, W198 N10217 Appleton Avenue, Germantown, WI 53022. (includes outside extension not fenced (480' x 525'), pavilion 22' x 20', and open area for Lodge picnics including buildings to be open until 10:00 p.m.)
9. Florian Park, Inc., Ryan Rahl, Agent, 311 Preserve Way, Colgate, WI 53017, d/b/a **Florian Park Conference & Event Center,** N111 W18611 Mequon Road, Germantown, WI 53022. (includes outside premise Willow Path, Willow Gardens, and Willow Point on south end of Willow Pond to be open until 10:00 p.m. and outdoor designated smoking area to the north of property)
10. Germantown American Legion Post #1, Inc., James A. Heimann, Agent, 2584 Country Aire, Cedarburg, WI 53012, d/b/a **Germantown American Legion Post #1**, N120 W15932 Freistadt Road, Germantown, WI 53022
11. Northridge Automotive Enterprises, Inc., David L. Iverson, Agent, N166 W19523 Ravens Way, Jackson, WI 53037, d/b/a **Ivee's at Main**, W157 N11618 Fond du Lac Avenue, Germantown, WI 53022. (includes 6' x 40' concrete outside patio in front of building until 9:00 p.m.)
12. La Chimenea LLC, Ricardo Jimenez, Agent, 3625 W. Orchard Street, Milwaukee, WI 53215, d/b/a **La Chimenea**, N112 W15251 Mequon Road, Germantown, WI 53022. (includes 1100 sq. ft. outside patio to be open until 10:00 p.m.)
13. Lone Star, LLC, Karen Ann Pritzlaff, Agent, W204 N11912 Goldendale Road, Germantown, WI 53022, d/b/a **Lone Star**, W204 N11912 Goldendale Road, Germantown, WI 53022. (includes horseshoe courts, path, outside fenced area to be open until 10:00 p.m., and outside front porch area)
14. Nardo's, Inc., Christopher R. Mastronardo, Agent, 445 Wildwood Ridge, Colgate, WI, 53017, d/b/a **Nardo's Passport Inn**, W204 N11498 Goldendale Rd., Germantown, WI 53022. (includes 8' x 55' outside area to be open until 10:00 p.m.)
15. GTown Pub, LLC, Craig Braidigan, Agent, 2385 Scenic Hill Trail, Richfield, WI, 53076, d/b/a **The Public House,** W201 N10466 Appleton Avenue, Germantown, WI, 53022

VII. **CONSENT AGENDA continued:**

16. Riversbend Country Club, Inc., Charles L. Schmit, Agent, N132 W18021 Rockfield Road, Germantown, WI, 53022, d/b/a **Riversbend Golf Club,** N96 W18034 County Line Road, Germantown, WI 53022. (includes a 40' trailer until new club house is rebuilt later this year and service on the golf course from a motorized beverage cart)
17. K&K Acquisitions, LLC, Kristine M. Gintner, Agent, W163 N10564 Ridgeview Lane, Germantown , WI 53022, d/b/a **Sheer Lounge,** N112 W16560 Mequon Road, Germantown, WI 53022. (includes an outside premise extension of 24' x 8' on the sidewalk from 3:00 p.m. to 10:00 p.m., and an outdoor event extending into the parking lot for July 26, 2014 from 2:00 p.m. to 10:00 p.m.)
18. Robin L. Bird, LLC, Robin L. Bird, Agent, W188 N13367 Maple Road, Richfield, WI 53076, d/b/a **Sports Corner Bar & Grill**, W187 N12793 Fond du Lac Avenue, Germantown, WI 53022. (includes outside fenced beer garden and smoking room to be open until 10:00 p.m.)
19. Christine A. Brockman, W157 N11638 Fond du Lac Avenue, Germantown, WI 53022, d/b/a **Tiny T's**, W157 N11638 Fond du Lac Avenue, Germantown, WI 53022. (includes fenced outside premise on July 4, 2014)

F. Approval of Class "B" Fermented Malt Beverage and Class C Wine Licenses: [Recommended Approval]
   1. Zhengren Zheng, N111 W16424 Esquire Ct., Germantown, WI 53022, d/b/a **China Kitchen**, N112 W16560 Mequon Road, Germantown, WI 53022
   2. Hung Hao LLC, Hung D. Lu, Agent, N109 W12628 Coneflower Cir., Germantown, WI 53022, d/b/a **Hung Hao Restaurant**, N112 W15800 Mequon Road, Germantown, WI 53022

G. Approve Class "B" Fermented Malt Beverage Licenses: [Recommended Approval]
   1. Marko's Pizza of Germantown, Inc., Mark Caldwell, Agent, 3041 Nostalgic Ct., Hubertus, WI 53033, d/b/a **Marko's Pizza**, W156 N9664 Pilgrim Road, Germantown, WI 53022
   2. PH Hospitality Group, LLC, Richard Tomczek, Agent, 11514 N. Buntrock Avenue, Mequon, WI 53092, d/b/a **Pizza Hut**, N112 W15800 Mequon Road, Germantown WI 53022

H. Approve "Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses: [Recommended Approval]
   1. Aldi Inc., Lucy E. Scharrer, Agent, 6152 St. Anthony Road, Allenton, WI, 53002, d/b/a **Aldi #67**, N96 W18838 County Line Road, Germantown, WI, 53022
   2. Cost Plus, Inc., Dean M. Zachman, Agent, 2627 N. 94th Street, Wauwatosa, WI, 53226, d/b/a **Cost Plus World Market**, N96 W18970 County Line Road, Germantown, WI 53022
   3. Colgate Gas, Inc., Didar Singh, Agent, W150 N7248 Paseo Lane, Menomonee Falls, WI 53051, d/b/a **County Line BP**, N96 W21962 County Line Road, Germantown, WI 53022

VII. **CONSENT AGENDA continued:**

4. Ultra Mart Foods, LLC., Patricia L. Chastain, Agent, W63 N238 Fairfield Street, Cedarburg, WI 53012, d/b/a **Pick 'n Save #6357**, N112 W16200 Mequon Road, Germantown, WI 53022
5. Sendik's Germantown LLC, Theodore Balistreri, Agent, 5566 N. Diversey Blvd., Whitefish Bay, WI 53217, d/b/a **Sendik's Food Market**, N112 W15800 Mequon Road, Germantown, WI 53022
6. Wal-Mart Stores East, LP, Travis J. Schmidt, Agent, 5500 – 70th Court, Kenosha, WI 53144, d/b/a **Wal-Mart #1515**, W190 N9855 Appleton Avenue, Germantown, WI 53022
7. Walgreen Co., Vickie Matt, Agent, 1411 Deer Trail Court, Hubertus, WI 53033, d/b/a **Walgreens #05427**, W156 N11261 Pilgrim Road, Germantown, WI 53022

I. Approve Class "A" Fermented Malt Beverage Licenses: [Recommended Approval]

1. Kwik Trip, Inc., Bethany A. Ohde, Agent, 6639 W. Bonniwell Road, Mequon, WI 53097, d/b/a **Kwik Trip #631,** W188 N10963 Maple Road, Germantown, WI 53022
2. B & B, Inc. of Milwaukee, Asif Vadsaria, Agent, W151 N11492 Potomac Cir., Germantown, WI 53022, d/b/a **Quick Pick Food Mart,** N128 W21760 Holy Hill Road, Richfield, WI 53076
3. Speedway, LLC, Mary Jo Griggs, Agent, 623 S. Main Street, West Bend, WI 53095, d/b/a **Speedway #4465**, W178 N9653 Riversbend Lane, Germantown, WI 53022
4. Speedway, LLC, Mary E. Wicklander, Agent, W226 N7256 Woodland Creek Dr., Sussex, WI 53089, d/b/a **Speedway #4495**, W164 N11233 Squire Drive, Germantown, WI 53022

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

J. Approval of D. F. Tomasini Invoice #1905-49 – Blackstone Circle in the amount of $6,049.00 for the emergency water line failure on Blackstone Circle to be allocated from Acct. #50-742-530-6730 [Recommended Approval]

K. Approval to enter into WDOT Salt Bid process for years 2014/2015 and committing to purchase 2,100 ton of salt for the upcoming season. [Recommended Approval]

L. Award Contract for the Municipal Inspection of the TID #4 Retaining Wall to R. A. Smith National for an Amount not to Exceed $8,000.00. [Recommended Approval]

IX. UNFINISHED BUSINESS:

A. Intergovernmental Cooperation Agreement with Milwaukee Metropolitan Sewerage District (MMSD) for the Construction of the Alt Bauer Park Parking Lot

X. PUBLIC HEARINGS – 7:00 P.M. OR LATER –***The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).***

A. Germantown Police Department, Agent for Waste Management of WI,

X. PUBLIC HEARINGS continued:

Property Owner and Applicant for an Amendment to Conditional Use Permit No. 2-92 That Allows the Operation of a Pistol/Rifle Shooting Range from W124 N10043 Wasaukee Road, GTNV #361-985, Pursuant to Section 17.12(3)(ee) of the Village Zoning Code

XI. NEW BUSINESS:

A. Consideration of "Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 6, Village of Germantown, Wisconsin"
B. Germantown Police Department, Agent for Waste Management of WI, Property Owner; W124 N10043 Wasaukee Road; Amendment to Conditional Use Permit No. 2-92 Affecting the Operation of the Existing Pistol/Rifle Firing Range
C. Award of Contract with Lannon-Appleton Water Main Extension
D. Board Position Regarding Prospective STP-M Funds Availability for the Donges Bay Road Reconditioning Project
E. Purchase 135-3/4" Single Jet Meters From Metron-Farnier at $178.50 Each for a Total of $24,097.00 With Funds Allocated From Acct. #50-180-183-3460
F. Contract With Ferguson Water to Sandblast and Epoxy Coat 235 Village Fire Hydrants at a Cost of $20,000 with Funds to be Allocated from Acct. #50-742-530-677
G. Contracting Services for Asphalt repair – Water Main

XII. ADJOURNMENT

The next Village Board meeting will be on *June 2, 2014* at 7:00 p.m.

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

VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
MAY 5, 2014

CALL TO ORDER: The meeting was called to order at 7:10 p.m. by President Wolter.

ROLL CALL: President Wolter, Trustees Baum, Daniels, Hughes, Kaminski, Vanderheiden, Warren, Werderman and Zabel. Also present: Administrator Schornack, Attorney Sajdak, and Deputy Clerk Tamborino.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: President Wolter introduced the Fire Chief candidate Gary Weiss to the Village Board and welcomed him to Germantown. President Wolter also commented on the Griebl family tragedy and asked everyone to please participate in the community fundraiser events for their benefit.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: Upcoming meetings were announced as well as other items of interest by Trustees. Mai Fest is scheduled for May 16th through May 18th.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing: None.

CONSENT AGENDA:

A. Minutes - April 21, 2014

B. Accounts payable/payroll

1. April 22, 2014	Payroll (hourly)	$ 214,842.75
2. April 25, 2014	Accounts Payable	$ 572,955.26
3. April 30, 2014	Payroll (salary)	$ 76,916.66

C. Operator Licenses – May 6, 2014 – June 30, 2014
Becky L. Buzdum and Robert G. Campbell [Recommended Approval]

MOTION (Baum/Vanderheiden) to approve Consent Agenda Items A-C, by roll call vote, carried unanimously.

UNFINISHED BUSINESS: None

PUBLIC HEARINGS – 7:00 P.M. OR LATER –***The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).***

A. **Resolution Discontinuing the Entirety of the Unnamed Public Road Right of Way Reservation Shown on CSM No. 6183. The requested discontinuance has been requested by an application of all abutting property owners to the area to be vacated and is located north of Lovers Lane and west of Wausaukee Road and is requested pursuant to Wis. Stat. ss.66.1003**
Village Administrator Schornack presented information on the Resolution Discontinuing the Entirety of the Unnamed Public Road Right of Way Reservation Shown on CSM No. 6183.

DRAFT

PUBLIC HEARINGS continued:

President Wolter opened the public hearing at 7:18 p.m.
No one came forward to speak.
President Wolter closed the public hearing at 7:19 p.m.

B. **Issuance of Village of Germantown, Wisconsin Industrial Development Revenue Bonds, Series 2014 (Ultra Tool & Mfg., Inc. Project), in an aggregate amount not to exceed $9,000,000, pursuant to Section 66.1103 of the Wisconsin Statutes, to finance a project to be owned by Ultra Tool & Mfg., Inc., a Wisconsin corporation, and/or Ultra Joint Venture, LLP, a Wisconsin limited liability partnership, and/or Ultra Properties, LLC, a Wisconsin limited liability company, and/or a limited liability entity to be formed, located at W194 N11811 McCormick Drive, Germantown, Wisconsin**

President Wolter opened the public hearing at 7:21 p.m.
No one came forward to speak.
President Wolter closed the public hearing at 7:22 p.m.

NEW BUSINESS:

A. Resolution Discontinuing the Entirety of the Unnamed Public Road Right of Way Reservation Shown on CSM No. 6183
MOTION (Baum/Kaminski) to approve the Resolution Discontinuing the Entirety of the Unnamed Public Road Right of Way Reservation shown on CSM No. 6183, as presented.

It was questioned if Mr. Prahl's wife needed to sign the Petition and Application. The Village Attorney clarified that the Title Company created the document so it should be fine as presented.

Motion carried unanimously.

B. Final Resolution Regarding Industrial Development Revenue Bond Financing for Ultra Tool & Mfg., Inc. Project
MOTION (Baum/Zabel) to approve the final Resolution regarding Industrial Development Revenue Bond Financing for Ultra Tool & Mfg., Inc. Project, as presented, carried unanimously.

C. Germantown Kiwanis Request and Addendum to Original Application for Public Grant Program: Taste of Germantown July 17, 2014, Fireman's Park 5:00 pm – 10:00 pm
MOTION (Zabel/Baum) to amend the Original Application for Public Grant Program: Taste of Germantown July 17, 2014, Fireman's Park 5:00 pm – 10:00 pm. Motion carried.

The Public Grant Program was discussed in further detail and will be reviewed and revised by the Village Attorney and Village Administrator to be brought back for the General Government and Finance Committee's recommendations.

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D. **MOTION (Daniels/Kaminski) to adjourn into closed session at 7:34 p.m. for Future Development Incentives for an Anchor Tenant within TIF #6, per Wis. Stat. §19.85(1)(e) Deliberating or negotiating the acquisition of public property, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, and allow representatives from MLG Commercial and Ehlers to remain, by roll call vote, carried unanimously.**

MOTION (Baum/Werderman) to go back into open session at 9:01 p.m., carried unanimously.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:02 p.m.

_____

Timmerly Tamborino
Deputy Village Clerk

DRAFT

VILLAGE OF GERMANTOWN
VILLAGE BOARD
SPECIAL MEETING MINUTES
May 7, 2014

CALL TO ORDER: The meeting was called to order at 6:35 p.m. by President Wolter.

ROLL CALL: President Wolter and Trustees Hughes, Vanderheiden, Warren, Werderman (arrived at 6:39 p.m.), and Zabel. Absent and Excused: Trustee Baum. Absent: Trustees Daniels and Kaminski. Also present Administrator Schornack, and Deputy Clerk Micka.

PLEDGE OF ALLEGIANCE: The pledge was recited.

PRESIDENT'S REPORT: There was no report.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: None.

CITIZEN INUT/PUBLIC APPEARANCE ON ITEMS NOT SUBJECT TO A PUBLIC HEARING: No-one addressed the Board.

CONSENT AGENDA: None.

UNFINISHED BUSINESS: None.

PUBLIC HEARINGS: None.

AMENDMENT TO DANCE LICENSE – DEUTSCHSTADT HERITAGE FOUNDATION FOR MAI FEST, MAY 16-18, 2014 TO EXTEND HOURS ON SUNDAY FROM 8:00 P.M. TO 10:00 P.M.: ***Motion Zabel, second Vanderheiden, to approve the request from Deutschstadt Heritage Foundation to extend the hours of Mai Fest on Sunday, May 18, 2014 from 8:00 p.m. to 10:00 p.m.***

Chris Yatchak of the Deutschstadt Heritage Foundation was present to review the request with the Board. The extension is requested to provide a fundraiser for the Griebel Family. Mai Fest will close at 7:00 p.m. on Sunday; there will be a $10 cover charge for the band Chasin Mason; the Kiwanis Club will provide food; 100% of the proceeds of the cover charge and beer sales will be donated to the Griebel family; Fire Department Auxiliary will donate $500 and the proceeds from Mai Fest; they will advertise the fundraiser through flyers, facebook, newspapers and radio; Beechwood Distributors will donate banners; and Key Club members will put flyers on the windshields at Crossway Church.

Trustee Werderman arrived at 6:30 p.m.

Motion to approve carried without negative vote. Ayes: 6. Nays: 0.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:40 p.m.

The next Village Board meeting will be on May 19, 2014 at 7:00 p.m.

Respectfully Submitted,

Christine M. Micka, CMC/WCMC, Deputy Village Clerk

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VII. D

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. _____-14

AN ORDINANCE AMENDING SECTION 5.11(2) OF THE MUNICIPAL CODE OF GERMANTOWN RELATING TO THE ADOPTION OF THE NFPA WITHIN THE VILLAGE

WHEREAS, the Village Board having previously adopted Section 5.11 of the Municipal Code of Germantown which regulates burning within the Village; and

WHEREAS, the Fire Department has identified the need for certain changes within those regulations to better reflect current best practices; and

WHEREAS, the regulation of burning within the Village is a matter in the interest of the public's health, safety and welfare;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I:

Section 5.11 of the Municipal Code of Germantown is hereby amended to read as follows (NOTE: Additions are underlined; Deleted text is ~~struck-through~~):

5.11 Burning Regulated

(2) All outdoor burning shall comply with NFPA 1 ~~section 10.11.3~~.

SECTION II:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III:

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION IV:

This ordinance shall take effect and be in full force upon its passage and the day after publication.

Introduced by Trustee:

Adopted: _____, 2014 Vote: Ayes: Nays: Absent:

_____
Dean Wolter, Village President

ATTEST:

_____
Barbara K.D. Goeckner, Village Clerk

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

Published:___

IX. A

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: May 19, 2014

AGENDA ITEM: Unfinished Business

ITEM TITLE: Intergovernmental Cooperation Agreement with Milwaukee Metropolitan Sewerage District (MMSD) for the Construction of the Alt Bauer Park Parking Lot

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer

SUMMARY EXPLANATION:

An original draft of the agreement was approved by the Park & Recreation Commission during their March 19, 2014 meeting and by the Village Board during their April 7, 2014 meeting.

The Agreement was submitted to MMSD and their legal staff decided to change the format and some minor verbiage in the Agreement. Therefore, they drafted a new Agreement that requires the Village President's signature.

A copy of MMSD's revised Agreement was provided to the Village Attorney for review.

ATTACHMENTS:

- MMSD revised Agreement
- MMSD prepared Conservation Easement

RECOMMENDATION:

Approve the MMSD-prepared Agreement and Conservation Easement, and authorize the Village President to sign them.

COMMITTEE ACTION:

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

PARTNERS FOR A CLEANER ENVIRONMENT

Green Solutions for Separate Infrastructure and Sewer Separation Funding Agreement

Alt Bauer Park

M03076P03

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Village of Germantown (Germantown), with its principal place of business at N112 W17001 Mequon Road, Germantown, WI 53022-0337.

WHERAS, Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. stat. sec. 66.0301); and

WHEREAS, the District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area; and

WHEREAS, during wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat; and

WHEREAS, during wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters; and

WHEREAS, the District's wastewater discharge permit requires one million gallons per year of new green infrastructure retention capacity; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, Germantown plans to install green infrastructure that supports the District's green infrastructure goals;

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows.

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when Germantown receives final payment from the District or when the parties terminate this Agreement according to sec. 9 of this Agreement.

2. District Funding

The District will reimburse Germantown for the cost of the project described in the attached project description (Project), up to $47,567. The District will provide funding in response to the submission of the Baseline Report.

3. Location of the Project

The Project is located in Alt Bauer Park, W165 N10749 Wagon Trail, Germantown 53022.

4. Procedure for Payment

Germantown will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide the hourly billing rates, if applicable; the hours worked by individuals; and a summary of the tasks accomplished.

Germantown will send the Baseline Report and the invoice to:

Thomas Chapman, P.E.
Section Manager - Watercourse
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

5. Changes in the Project and Modifications to the Agreement

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless Germantown obtains prior written approval from the District.

Any modifications to this Agreement will be in writing and signed by both parties.

6. Permits, Certificates, and Licenses

Germantown is solely responsible for ensuring compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Project.

7. Public Bidding

Germantown must select professional service providers according to Germantown's ordinances and policies. Germantown must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and Germantown's ordinances and policies. Whenever work valued over $25,000 is procured without the use of a public sealed bidding process, the District may request and Germantown must provide an opinion from a licensed attorney representing Germantown

explaining why the procurement complies with State of Wisconsin law and Germantown's ordinances.

8. Responsibility for Work, Insurance, and Indemnification

Germantown is solely responsible for planning, design, construction and maintenance of the Project, including the selection and payment of consultants, contractors, and materials.

Germantown is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District will not provide any insurance coverage of any kind for the Project or Germantown.

Germantown will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability, and expenses, including attorney's fees and related disbursements arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, such as, but not limited to, breach of this Agreement by Germantown. Germantown may terminate the Agreement at any time, but will not receive any payment from the District if Germantown does not complete the Project.

10. Conservation Easement

Germantown will execute a Conservation Easement in favor of the District, after the completion of construction. The extent of the Conservation Easement will be limited to the Project. The duration of the Conservation Easement will be ten years. The District will draft and record the Conservation Easement.

11. Exclusive Agreement

This Agreement is the entire agreement between Germantown and the District.

12. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

13. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

14. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after it is referred to the mediator, then either party may take the matter to court.

15. Notices

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

16. Independence of the Parties

This Agreement does not create a partnership. Germantown does not have authority to make promises binding upon the District or otherwise have authority to enter into contracts on the District's behalf.

17. Assignment

Germantown may not assign any rights or obligations under this Agreement without the District's prior written approval.

18. Public Records

Germantown will produce any records in the possession of the Germantown that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Germantown agrees to indemnify the District against any and all claims, demands, or causes of action resulting from the Germantown's failure to comply with this requirement.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

By: _____

Kevin L. Shafer, P.E.
Executive Director

Approved as to Form

By: _____

Attorney

VILLAGE OF GERMANTOWN

By: _____

Dean Wolter
Village President

Attest

By: _____

Barbara K.D. Goeckner
Village Clerk

Date: _____

Green Solutions for Separate Infrastructure and Sewer Separation
Funding Agreement

Alt Bauer Park

M03076P03

Project Description

Germantown will reconstruct an existing parking lot. This parking lot is located at Alt Bauer Park. The reconstruction will involve installing 2,200 SF of pervious Spancrete panels as well as re-grading and re-paving the rest of the parking lot. A clear stone storage facility will be installed beneath the Spancrete panels with several drain tiles to provide relief in heavy rainfalls. This location is perfect for a small pilot project that will introduce the public to green products and practices. The total estimated budget for the project is $64,000. Attachment 1 is a tabulated bid form with estimated quantities and costs.

The design has been completed. The Village will wait for MMSD approval for the GS for SISS grant allocation before project documents are finalized. Once the project documents are finalized, Germantown will publicly bid the project. A professional contractor will complete the project in the 2014 construction. Attachment 2 is a proposed Gantt chart for the project.

This project does not include data collection. However, Germantown has modeled the design with HydroCAD for before and after runoff volumes and infiltrations. The following chart summarizes the results.

			2-Yr Event			100-Yr Event		
Item	Area, Imp. (ac)	Area, Perv. (ac)	Peak Flow (cfs)	Volume, Runoff (ac-ft)	Volume, Infil (ac-ft)	Peak Flow (cfs)	Volume, Runoff (ac-ft)	Volume, Infil (ac-ft)
A. Existing Condition	0.19	0.08	0.490	0.019	0.000	1.870	0.078	0.000
B. Proposed Condition	0.14	0.13	0.00	0.001	0.001	0.680	0.027	0.005
C. Change, Number (A-B)	0.053	(0.050)	0.490	0.018	(0.001)	1.190	0.051	(0.005)
D. Change, Percentage (100*C/A)	27.89	N/A	100.00	94.74	N/A	63.64	65.38	N/A

To make the public aware of the pervious pavement installation, Germantown will post pictures and a short description on the Village's website and Facebook page. An onsite educational sign will also be posted presenting the benefits of pervious pavement green infrastructure and how it works.

Baseline Report

Germantown will provide a Baseline Report using forms provided or approved by the District. This report will include:

(a) a site drawing, showing the completed green infrastructure;
(b) design specifications for all green infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
(c) a legal description of the property where the Project is located;
(d) photographs of the completed Project;
(e) a maintenance plan;
(f) an outreach and education strategy, including a description of events or activities completed or planned;
(g) an itemization of all construction costs, with supporting documentation;
(h) a W-9 Tax Identification Number form;
(i) a Small, Women, and Minority Business Enterprise Report; and
(j) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Germantown's employees, contractors, consultants, and volunteers.

Maintenance

Germantown will maintain the Project for at least ten years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then Germantown will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make Germantown ineligible for future District funding until Germantown corrects the maintenance problems.

						BID ITEMS FOR INSTALLATION OF PERVIOUS CONCRETE		
ITEM NO.	BID ITEM	UNIT	EST. QTY	UNIT PRICE	EXTENDED PRICE	EST. QTY	UNIT PRICE	EXTENDED PRICE
A01	Removing Existing Roadway HMA Pavement Structure	C.Y. (In Situ)	107	$10.76	$1,151.32	26.4	$10.76	$284.06
A02	Common Excavation of Ex. Base and Subbase for the Installation of Proposed Cross Section	C.Y. (In Situ)	290	$10.00	$2,900.00	135	$10.00	$1,350.00
A03	Dense Graded Base, Gradation 1-1/4-inch	Ton (Weight Ticket)	154	$9.30	$1,434.53			
A04	Dense Graded Base, Gradation 3/4-inch	Ton (Weight Ticket)	89	$9.30	$827.70			
A05	Loose Graded Base, Gradation 3/4 inch Clear Stone	Ton (Weight Ticket)	122	$9.30	$1,134.60	122	$9.30	$1,134.60
A06	Loose Graded Base, #57 Stone	Ton (Weight Ticket)	98	$9.30	$911.40	98	$9.30	$911.40
A07	HMA Binder Course, 2-1/4" Depth, Type E-0.3, 19 mm, PG 64°C-22°C	Ton (Weight Ticket)	96	$43.10	$4,132.43			
A08	HMA Surface Course, 1-3/4" Depth, Type E-0.3, 12.5 mm, PG 64°C-22°C	Ton (Weight Ticket)	75	$48.95	$3,651.67			
A09	Pervious Spancrete Hollow Core Concrete Panels (30- 8'x9' Panels) Delivered and Installed	S.F.	2160	$15.00	$32,400.00	2160	$15.00	$32,400.00
A10	Tack Coat	Gal	36	$1.90	$67.45			
A11	Sawing Ex. Pavements, HMA	L.F.	25	$0.90	$22.50			
A12	Concrete Pad, 6" Thickness with No.4 steel reinforcement bars	S.Y.	16	$36.00	$576.00			
A13	Mobilization & Demobilization (one-time max. payout for ea. project area)	L.S.	1	$2,000.00	$2,000.00			
A14	Traffic Control (one-time max. payout for ea. project area)	L.S.	1	$500.00	$500.00			
A15	Inlet Protection	E.A.	1	$75.00	$75.00			
A16	Wattles (North American Green WS925/WS1230) (Incl. installation & removal)	L.F.	193	$3.80	$733.40			
A17	Topsoil (Imported & screened)	C.Y. (Load Ticket)	25	$20.00	$500.00			
A18	Turf Restoration, Hydroseed (Incl. watering)	S.Y.	65	$0.45	$29.25			
A19	Handicap Parking Marking, Yellow	E.A.	1	$10.00	$10.00			
A20	Pavement Marking, Channelizing, Water Bourne, 4-inch, Yellow	L.F.	252	$0.15	$37.80			
A21	Impermeable Liner w/ Non-woven Geotextile	S.Y.	295	$8.00	$2,360.00	295	$8.00	$2,360.00
A22	8" HDPE Pipe w/ 2" No. 57 Bedding and Connect to Storm Sewer	L.F.	35	$25.00	$875.00	35	$25.00	$875.00
A23	6" Perforated Header Pipe	L.F.	100	$20.00	$2,000.00	100	$20.00	$2,000.00
A24	4" Perforated Header Pipe	L.F.	30	$15.00	$450.00	30	$15.00	$450.00
	CONDITIONAL ITEMS							
A25	Remove and Replace: Concrete Curb & Gutter, 30-inch Mountable, Hand Form	L.F.	40	$26.50	$1,060.00			
				SUBTOTAL	$58,780.04			$41,765.06
	10% Misc.				$5,878.00			$4,176.51
				TOTAL	$64,658.05		TOTAL	$45,941.57
			SUBTOTAL WITH OUT ITEM: K01		$59,840.04			
	10% Misc.				$5,984.00			
			TOTAL WITH OUT ITEM: K01		$65,824.05			

Attachment 2

Task	Start Date	End Date	3-Mar	10-Mar	17-Mar	24-Mar	31-Mar	7-Apr	14-Apr	21-Apr	28-Apr	5-May	12-May	19-May	26-May	2-Jun	9-Jun	16-Jun	23-Jun
Funding Agreement, Park & Rec Comm	19-Mar	19-Mar																	
Funding Agreement, Village Board	7-Apr	7-Apr																	
Field Survey & Plan Completion	7-Apr	25-Apr																	
Submit Type 2 Notice Advertisement	24-Apr	24-Apr																	
Funding Agreement, Submitted to MMSD	28-Apr	28-Apr																	
Contract Documents Available	1-May	15-May																	
1st Type 2 Notice	1-May	1-May																	
2nd Type 2 Notice	8-May	8-May																	
Contract Award, Park & Rec Comm	21-May	21-May																	
Contract Award, Village Board	2-Jun	2-Jun																	
Funding Agreement, MMSD Committee	9-Jun	9-Jun																	
Funding Agreement, MMSD Commission	23-Jun	23-Jun																	
Pre-Construction Meeting	TBD	TBD																	
Contruction	TBD	TBD																	
Project Completion	15-Oct	15-Oct																	

CONSERVATION EASEMENT

This CONSERVATION EASEMENT is granted this _____ day of _____, 201__, by the Grantor, Village of Germantown (the Landowner) to the Grantee, Milwaukee Metropolitan Sewerage District, a special-purpose municipal corporation under Wis. Stat. §200.21 *et seq.* (the Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Washington County, Wisconsin, which is legally described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The property in Alt Bauer Park at W165 N10749 Wagon Trail, Germantown, Wisconsin 53022.

Portions of the Property are designated as Conservation Zones for installation of certain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). The Zones are shown on the Zone Map (Exhibit C).

B. Conservation Values. In its present state, the Property has conservation value because it has a system to capture runoff from a parking lot and allow the stormwater to infiltrate into the soil, providing a retention capacity of 7,169 gallons for the 100-year storm. This Green Infrastructure will hold stormwater on the Property for infiltration, which will reduce the amount of stormwater that will flow into the Easement Holder's sewerage system and reduce contaminated stormwater runoff into surface water. Reducing the volume of flow into the Easement Holder's sewerage system reduces the risk of sewer overflows to surface water during wet weather.

Recording Area

Name and Return Address:

Thomas Nowicki, Esq.
Milwaukee Metropolitan
Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Parcel Identification Number:

C. Baseline Documentation. The condition of the Property, and specifically the Conservation Zones, is further documented in an inventory of relevant features, characteristics, and Conservation Values, which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

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D. Public Policies. The Preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily grants and conveys to the Easement Holder a Conservation Easement (the Easement) for a period of 10 years over, in, and to the Property. This Easement consists of the following terms, rights and restrictions:

1. **Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property consisting of a parking lot runoff infiltration system with a retention capacity of 7,169 gallons for the 100-year storm.

2. **Effective Dates.** This Easement becomes effective on the date of signature by the Landowner and remains valid for ten years from that effective date. The Easement terminates on the ten-year anniversary of the effective date.

3. **Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.

4. **Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.

5. **Additional Reserved Rights of the Landowner.** The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property. The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, provided that:

a. The encumbrance or conveyance is subject to the terms of this Easement.

b. The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

c. The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

d. Failure of the Landowner to perform any act required in Subparagraphs 5.1b and 5.1c does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the Purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies:

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's business activities.

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

7.1 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.

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7.2 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.

7.3 Non-Waiver. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.

7.4 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.

7.5 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from such causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the Purpose of the Easement.

8. General Provisions.

8.1 Amendment. The Landowner and Easement Holder may jointly amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder it:

(a) diminishes the Conservation Values of the Property,

(b) is inconsistent with the Purpose of the Easement,

(c) affects the duration of the Easement, or

(d) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign or transfer its interests in this Easement to a unit of federal, state or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its Purpose for the remainder of its term. The

Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

8.7 Extinguishment. This Easement may be terminated or extinguished prior to the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) all or part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes it impossible to accomplish the Purpose of the Easement.

8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.

8.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

a. Operation, upkeep and maintenance. The Landowner is responsible for the operation, upkeep and maintenance of the Property.

b. Control. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:

(i) exercise physical or managerial control over the day-to-day operations of the Property;

(ii) become involved in the management decisions of the Landowner regarding the generation, handling or disposal of hazardous substances; or

(iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

c. Permits. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations and requirements.

d. Indemnification. The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

(i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;

(ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;

(iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. Taxes. The Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

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8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located, and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.15 Warranties and Representations. The Landowner warrants and represents that:

a. The Landowner is the sole owner of the Property in fee simple and has the right and the ability to grant and convey this Easement to the Easement Holder;

b. As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except any that are subordinated to the Easement Holder's rights under this Easement;

c. The Landowner and Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

d. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders.

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GRANT OF INTEREST TO EASEMENT HOLDER

As Village President for the Village of Germantown, I execute the foregoing Conservation Easement and acknowledge the same on behalf of the Village

on this _____ day of _____, 20_____.

By:_____
Dean Wolter
Village President

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20___, the above named _____to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Signature of Notary Public

Notary Public, State of _____

My Commission is permanent expires _____.

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ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The foregoing Conservation Easement is accepted by the Milwaukee Metropolitan Sewerage District on this _____ day of _____, 20_____.

By:_____
Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20___, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Signature of Notary Public

Notary Public, State of _____

My Commission is permanent expires _____.

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this document.

ATTACHMENTS

EXHIBIT A Legal description of the Property

EXHIBIT B Property Map

EXHIBIT C Green Infrastructure Zone Map

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

DRAFT

EXHIBIT B

PROPERTY MAP

DRAFT

EXHIBIT C

GREEN INFRASTRUCTURE ZONE MAP

DRAFT

X. A

NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: Monday, May 19, 2014
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the following applicant for an amendment to CONDITIONAL USE PERMIT No. 2-92 that allows the operation of a pistol/rifle shooting range from the property described below pursuant to Section 17.12(3)(ee) of the Village Zoning Code.

Petitioner: Germantown Police Department, Agent for Waste Management of WI, Property Owner
Address: W124 N10043 Wasaukee Road (Parcel ID# 361-985)

Being a part of the SE 1/4 of the SW 1/4 of Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin. Said land containing 30.2 +/- acres.

Copies of the proposed amendment and the existing conditional use permit are on file in the Planning & Zoning Division of the Community Development Department, N112 W17001 Mequon Road, and available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 24th day of April, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: May 1st and May 8th, 2014

XI. A

PLAN COMMISSION MINUTES
April 14, 2014

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:45.m.

ROLL CALL: Chairman Wolter, Commissioners Warren, Stauffacher, Peck, Gray and Yokes were present. Trustee Representative David Baum was absent and excused. Also present were Village Planner Jeff Retzlaff, Village Administrator Dave Schornack, Attorney Brian Sajdak and Planning Assistant Lori Johnson.

PUBLIC INPUT: None

PREVIOUS MINUTES: ***MOTION Warren second Stauffacher to Approve the Minutes from March 10, 2014 and March 24, 2014.***

MOTION carried unanimously.

PUBLIC HEARING – 6:30 P.M. or LATER – The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the petitioner.

Village of Germantown – Proposed Boundaries and Project Plan for the creation of Tax Incremental District No. 6 in the Village of Germantown (192 acres located east and south of Appleton Avenue and Lannon Road).
Dave Wagner from Ehlers and Associates explained the Project Plan.

Chairman Wolter opened the Public Hearing at 7:05 P.M.

Village Attorney Brian Sajdak said Plan Commission members had received a copy of an email from Holly Basting who requested that her comments be provided to the Board. He said her opinion was, if there are going to be funds above and beyond what the TIF will cover, it should not be approved.

Bob Weiland, W182 N9052 Amy Lane, Menomonee Falls said he owns 2 properties in the Village of Germantown. One property was included in the TIF boundary. He asked that the other parcel, Tax Key #324-980, also be included within the TIF boundary. Mr. Wagner said it would be appropriate for the Plan Commission to add the parcel as a recommendation to the Village Board to be included in the final document. Mr. Weiland added that there is a drainage problem in this area and hopes it will be addressed in the TIF.

Chairman Wolter closed the Public Hearing at 7:10 P.M.

Consideration and Action on a Resolution Designating the Boundaries of and Approving the Project Plan for Proposed Tax Incremental District No. 6.

Discussion followed. Commissioner Stauffacher said a requirement for a TID ensures that 50% of the total land be developable and questioned if that was being met. Mr. Wagner said land that is wetland is not part of the TIF and is excluded from the area calculations. He said a wetland delineation is planned to be done in May and the total amount of developable acres would be approximately 77 acres. Attorney Sajdak stated wetland areas are not part of the acreage. And while the total acreage is significantly higher than developable land, the land that is available for development, less the wetland that is excluded, is 100% of the land

that is available. Chairman Wolter said State regulations and Statutes will be followed. Discussion continued regarding funding. Commissioner Stauffacher said he wants to see the least cost to taxpayers. Chairman Wolter said it will be up to the Board to decide which projects are warranted and those that can be delayed. He said the most questionable area project is the water looping project that could be removed or delayed to a later date or put into the project now because it supports the TIF. A lengthy discussion followed.

Chairman Wolter said discussions regarding the TIF have been going on for some time and it's been clear that it needs to be a developers TIF. He said the Village does not own the property but feels we do have a strong relationship with the property owners and are comfortable that they will do what they're telling us they will do. He said there may come a time when there is an extensive land buy by the Village when the time is right and at the right phase.

Chairman Wolter said he backs this TIF as a vehicle for development. He said it is a build it as they come, supporting development as it occurs, but designates the area we want it to occur. He stated it's in a great area because it has expressway support, a commercial component, has a lot of accesses to it north, south, east and west, great proximity to other Parks, close to Milwaukee, Madison, the Fox Valley and Chicago and thinks it will be successful for these reasons. He said there is already a potential user who wants to be in by the end of 2014. He said the Village has sold a lot of property in TIF 4 in the last 4 years, but there is no more land. He fears a big user may come in who wants to build here but we don't have any land to offer. He said he is looking for additional development land as a way to disperse and spread out the tax base overall and thinks this will help that.

MOTION Gray second Peck to Approve the Resolution designating the boundaries of and Approve the Project Plan for proposed Tax Incremental District No. 6.

MOTION to Amend Stauffacher second Peck to amend the boundary to include the Weiland property, Tax Key #324-980 into the TIF boundary.

MOTION to Amend carried unanimously

MOTION to Approve as Amended carried 5-1 (Stauffacher)

MOTION Peck second Warren to go to Item E on the Agenda.
MOTION carried unanimously.

Weber Homes Inc. – N108 W17478 Virginia Avenue. Roman Berendt, agent for Weber Homes, is requesting a consultation with the Plan Commission regarding the development and operation of two 20-bed Community Based Residential Facilities (CBRF) on land located at the west end of Virginia Avenue. Planner Retzlaff summarized the proposal. Roman Berendt reviewed changes to the last proposal.

Plan Commissioners had the following comments and concerns:

- The parking lot is not close to the door
- There is no front drop off or drive
- The building is not designed to have a circular pattern, possible for someone to walk out the door
- The building lot layout is better

RESOLUTION DESIGNATING PROPOSED BOUNDARIES AND APPROVING A PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 6 VILLAGE OF GERMANTOWN, WISCONSIN

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 6 (the "District") is proposed to be created by the Village as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. *A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;*
b. *An economic feasibility study;*
c. *A detailed list of estimated project costs;*
d. *A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;*
e. *A map showing existing uses and conditions of real property in the District;*
f. *A map showing proposed improvements and uses in the District;*
g. *Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;*
h. *A list of estimated non-project costs;*
i. *A statement of the proposed plan for relocation of any persons to be displaced;*
j. *A statement indicating how the District promotes the orderly development of the Village;*
k. *An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).*

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Michael Burke Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 10, 2014 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Germantown that:

1. *It recommends to the Village Board that Tax Incremental District No. 6 be created with boundaries as designated in Exhibit A of this Resolution.*
2. *It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Village Board.*
3. *Creation of the District promotes orderly development in the Village.*

Adopted this 14th day of April, 2014.

Plan Commission Chair

Secretary of the Plan Commission

EXHIBIT A

LEGAL BOUNDARY DESCRIPTION OR MAP OF TAX INCREMENTAL DISTRICT NO. 6 VILLAGE OF GERMANTOWN

SEE PROJECT PLAN

EXHIBIT B

PROJECT PLAN
TAX INCREMENTAL DISTRICT NO. 6
VILLAGE OF GERMANTOWN

Memo

To:	President and Board of Trustees, Village of Germantown
From:	James Mann, Dave Wagner and Maureen Schiel, Village Financial Advisors
Cc:	David Schornack, Village Adminstrator; Barb Goeckner, Village Clerk; Jeff Retlaff, Village Planner; Dan Ludwig, Village Engineer; and Village Attorney Brian Sajdak
Date:	May 15, 2014
Subject:	Tax Increment District No. 6 Project Plan

Since the Plan Commission public hearing the following changes have been incorporated into the TID #6 Project Plan to reflect public comments received by the Village and transmitted to Ehlers:

- **Public improvements have been broken into two phases** for illustration purposes. Although the initial phase could be further reduced and a third phase added, it is believed that a two phase approach represents the largest initial investment which we believe may need to be made by the Village (i.e. "worst case").
- **Removed any reference to Residential Development from the Mixed Use Definition**
- **Added an allowance of 10 acres of unspecified commercial or industrial** development outside of the areas that had been originally proposed has been made, assuming a minimum incremental value of $300,000 per acre. This represents a very conservative build-out of about one-third the approximately 30 developable acres outside of the original proposal.
- **The allowance for Non-Project Costs has been made more specific**, namely an estimated 75% of water main looping costs in both phases of infrastructure. This estimate will be subject to engineering verification at the time actual land uses (and water demand) are finalized, when actual construction costs are known and further if, as or when the boundaries of the TID #6 may be modified. Non-project costs would need to be defrayed by a combination of one or more other sources, including utility revenues or special assessments.
- **An interest-free loan from Washington County** has been offered and has been incorporated into the Cash Flow Projections.
- A ***provisional*** change is the **addition of 7 small parcels** whose owners have requested inclusion in TID #6. These parcels are shown as shaded areas outside of the TID #6 boundary lines on the maps on pages 6 and 7 of the Project Plan. These are detailed in the attached schedule. The addition of these parcels does not change any of the findings of the Project Plan. It does increase the likelihood of realizing the valuation targets, although modified infrastructure costs or incentives may partially offset incremental revenues. If the Village Board chooses to approve the Project Plan with these additions, the Project Plan will be according deemed to be modified to conform to these additions.

Whether or not the parcel additions are made, the Project Plan provides a framework for the Village to make prudent and phased investments to encourage development that will repay those investments.

EHLERS
LEADERS IN PUBLIC FINANCE

375 Bishops Way, Ste 225
Brookfield, WI 53005-6202
Phone: 262-785-1520
Fax: 262-785-1810

Village of Germantown, Wisconsin

Tax Increment District #6

Base Property Information Proposed Additions

Property Information							Assessment Information				
Parcel Number	Street Address	Owner	Acreage (2)	Zoning	Actual Use	Planned Use (1)	Land	Imp	PP	Total	Classification
GTNV293995	W198 N10360 APPLETON AVE	FIRST HOPE LLC	1.49	A-2	Agricultural/Outside Storage	Commercial	246200	11900		258,100	B-Commercial
GTNV322973	W198 N10386 APPLETON AVE	DONALD G SIEBERT	1.80	B-3	Business/Vacant	Commercial	143000	17100		160,100	B-Commercial
GTNV322974	W198 N10390 APPLETON AVE	MAPLE GROVE INVESTMENTS	1.00	RS-4	Residential	Commercial	120000	103500		223,500	A-Residential
GTNV322975	STATE HWY 175	NMMR ASSOCIATES	1.00	RS-4	Vacant	Commercial	90000	0		90,000	B-Commercial
GTNV322976	LANNON RD	NMMR ASSOCIATES	0.01	RS-4	Vacant	Commercial	3800	0		3,800	B-Commercial
GTNV324980	W190 N9920 APPLETON AVE	ROBERT M WEILAND	0.86	RS-4	Residential	Commercial	84400	113200		197,600	A-Residential
GTNV324982	W190 N9950 APPLETON AVE	MICHAEL R & JULIE A	1.65	RS-3	Residential	Commercial	108800	131000		239,800	A-Residential
Totals to be added			**6.16**				**687,400**	**245,700**	-	**933,100**	

NOTES:
1. Village of Germantown 2020 Future Land Use Plan Map Designation
2. Acres taken from 2010 Washington County Plat Maps

DRAFT DATE: 2/20/2014
Prepared By: V. of Germantown Community Development Department.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE BOUNDARIES FOR AND THE CREATION OF TAX INCREMENTAL DISTRICT NO. 6, VILLAGE OF GERMANTOWN, WISCONSIN

WHEREAS, the Village of Germantown (the "Village") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the Village; and

WHEREAS, Tax Incremental District No. 6 (the "District") is proposed to be created by the Village as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and Village ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the Village;
k. An opinion of the Village Attorney or of an attorney retained by the Village advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Washington County, the Germantown School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 14, 2014 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Village Board that it create such District and approve the Project Plan and

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 6, Village of Germantown", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2014.

3. The Village Board finds and declares that::

(a) Not less than 50% by area of the real property within the District is suitable for a combination of industrial and commercial uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).

(b) Based upon the findings, as stated in 3.a. above, the District is declared to be a mixed-use district based on the identification and classification of the property included within the District.

(c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

(d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.

(e) The Village estimates that no more than 15% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

(f) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 6, Village of Germantown" (attached as Exhibit B) is approved, and the Village further finds the Plan is feasible and in conformity with the master plan of the Village.

BE IT FURTHER RESOLVED THAT the Village Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2014, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the Village Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the Village Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2014.

_____

Village President

_____

Village Clerk

EXHIBIT A -

LEGAL BOUNDARY DESCRIPTION OR MAP OF TAX INCREMENTAL DISTRICT NO. 6 VILLAGE OF GERMANTOWN

THIS CAN BE FOUND IN THE PROJECT PLAN

EXHIBIT B -

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

EHLERS
LEADERS IN PUBLIC FINANCE

May 15, 2015

Project Plan for the Creation of Tax Incremental District No. 6

Village of Germantown

Organizational Joint Review Board Meeting Held:	April 14, 2014
Public Hearing Held:	April 14, 2014
Adoption by Plan Commission:	April 14, 2014
Consideration for Adoption by Village Board:	Scheduled for: May 19, 2014
Approval by the Joint Review Board:	Scheduled for: May 22, 2014

Tax Incremental District No. 6 Creation Project Plan

Village of Germantown Officials

Village Board

Dean Wolter	Village President
David Baum	Village Trustee
Terri Kaminski	Village Trustee
Shane R. Daniels	Village Trustee
Jeff Werderman	Village Trustee
Robert L. Warren	Village Trustee
Al Vanderheiden	Village Trustee
Jeffrey M. Hughes	Village Trustee
Art Zabel	Village Trustee

Village Staff

Barbara Goeckner	Village Clerk
David Schornack	Village Administrator
Jeffrey W. Retzlaff	Community Development Director
Kim E. Rath	Finance Director
Brian Sajdak	Village Attorney

Plan Commission

Dean Wolter	Dan Campbell
David Baum	William Shadid
Mary Ellen Gray	Tim Yokes
Marty Peck	

Joint Review Board

Dean Wolter, Village President, Chair	Village Representative
Tim Michalak	Washington County
Al Shoreibah	Milwaukee Area Technical College District
Ric Ericksen	Germantown School District
Dan Wing	Public Member

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SECTION 1:
Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District ("TID") No. 6 (the "TID" or "District") is proposed to be created by the Village of Germantown ("Village") as a mixed-use district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The Village anticipates making total eligible project expenditures of approximately $9,600,000 to undertake the projects listed in this Project Plan. The Village anticipates completing the projects in phases as development warrants. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Village Board (the "Creation Resolution"). The projects to be undertaken pursuant to this Project Plan are expected to be financed with general obligation debt issued by the Village, however, the Village may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the Village, or provide other advantages as determined by the Village Board. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the Village projects that additional land and improvements value of approximately $41,000,000 will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2035; (the 20 year maximum statutory life of this District).

Summary of Findings

As required by Wisconsin Statutes Section 66.1105 , and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Village.** In making this determination, the Village has considered the following information:

- Some of the sites proposed for development have remained vacant due to lack of adequate infrastructure, obsolete platting and ownership by multiple parties. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the Village that the use of Tax Incremental Financing ("TIF") will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the Village.

- In order to make the areas included within the District suitable for development, the Village will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; development incentive payments, façade, grants and loans, and other associated costs. Due to the extensive initial investment in public infrastructure that is required in order to allow development to occur, the Village has determined that development of the area will not occur solely as a result of private investment. Accordingly, the Village finds that absent the use of TIF, development of the area is unlikely to occur.

- The development of the area included within the proposed TID #6 Boundary in the manner prescribed herein, is in accordance with the Village's overall Master Plan.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the Village has considered the following information:

   - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

   - If approved, the District's creation would become effective for valuation purposes as of January 1, 2014. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2014 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

   - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the Village reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for a combination of industrial and commercial uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).

5. Based upon the findings, as stated above, the District is declared to be a mixed-use District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the Village, does not exceed 12% of the total equalized value of taxable property within the Village.

9. The Village estimates that no more than 15% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

10. The Project Plan for the District in the Village is feasible, and is in conformity with the master plan of the Village.

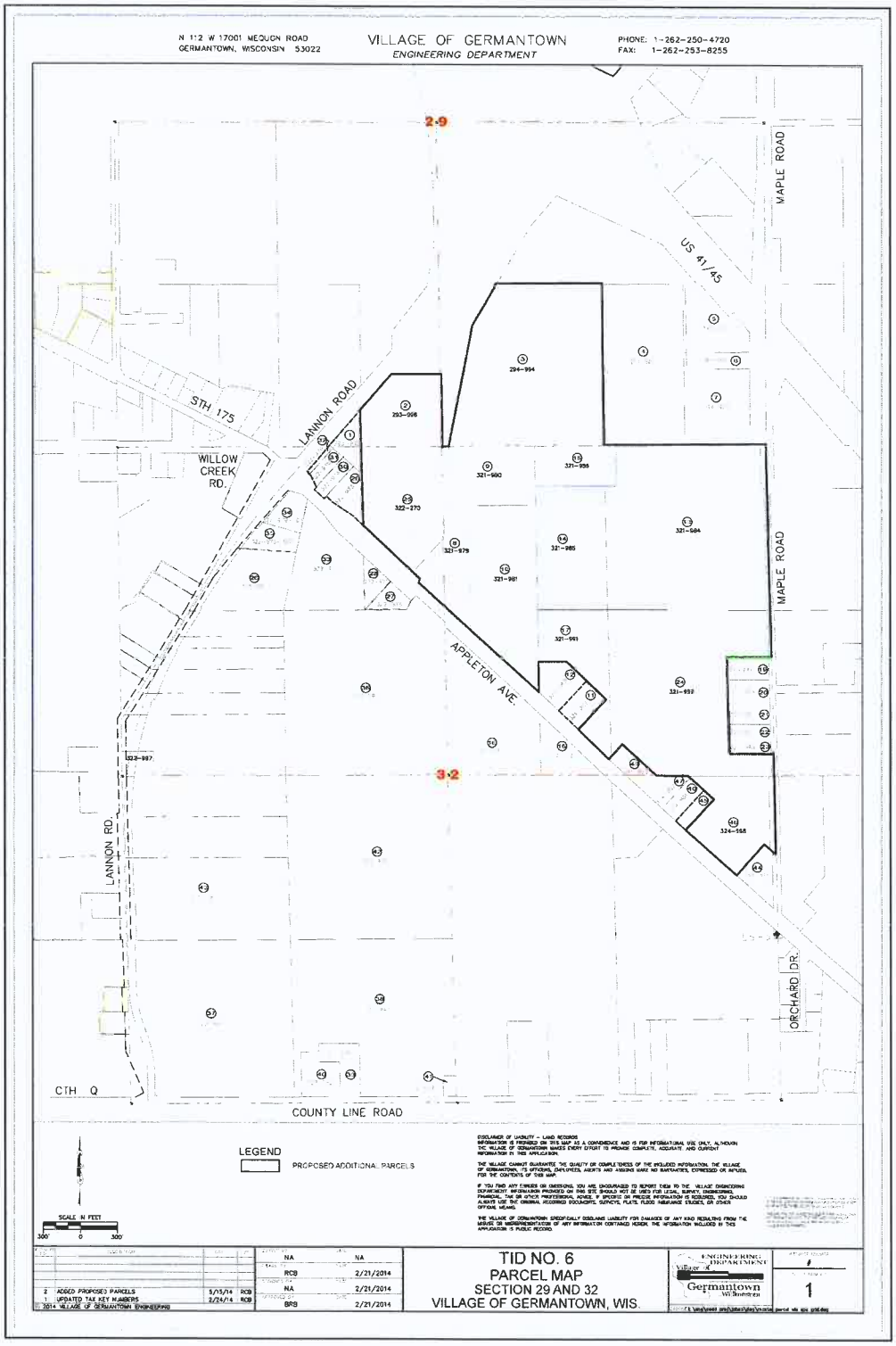
SECTION 2:
Type and General Description of District

The District is being created by the Village under the authority provided by Wisconsin Statutes Section 66.1105. The District is created as a "Mixed Use District" based upon a finding that at least 50%, by area, of the real property within the District is suitable for a combination of industrial and commercial uses as defined within the meaning of Wisconsin Statutes Section 66.1105(2)(cm) (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test).

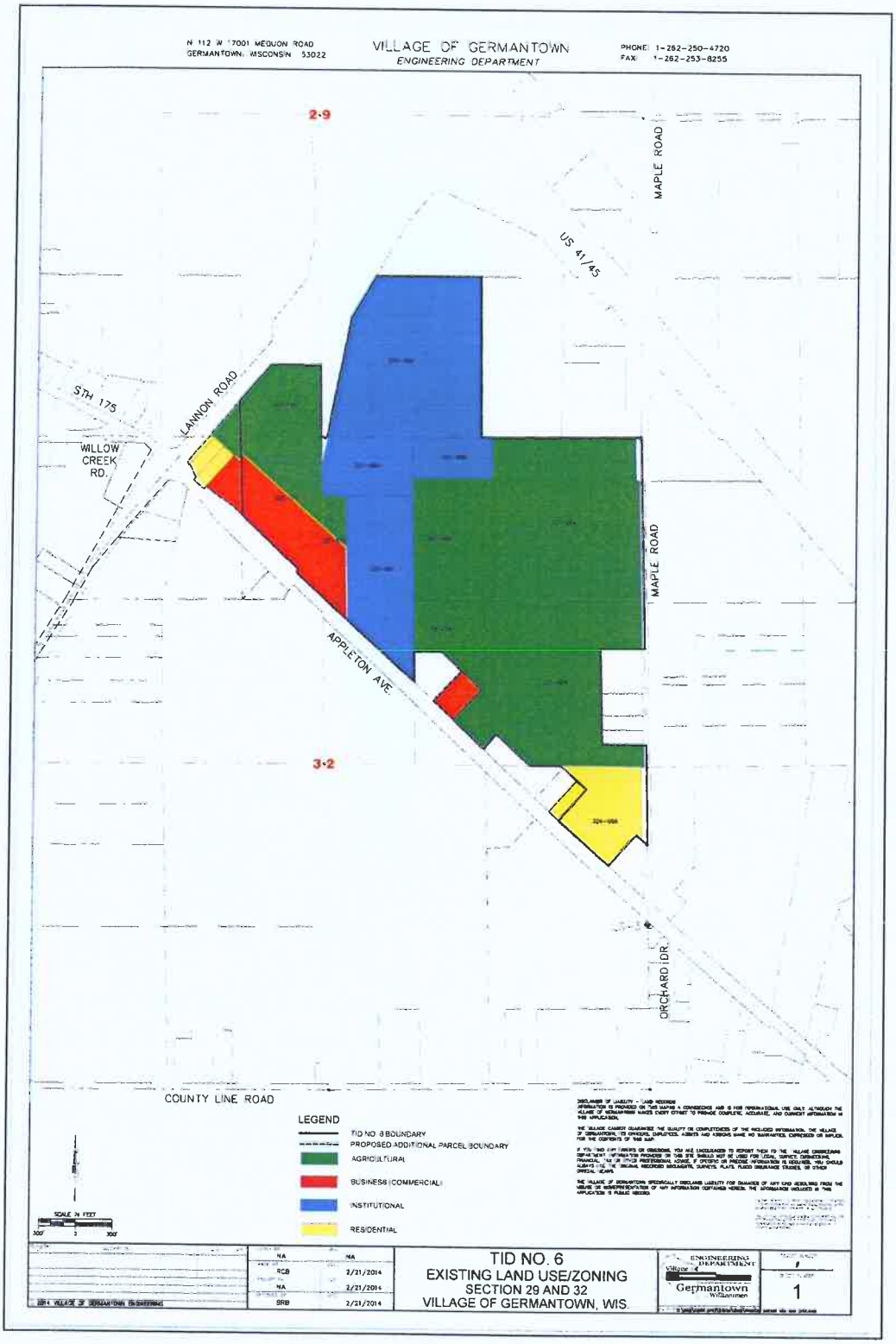
A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The Village intends that TIF will be used to assure that a combination of private industrial and commercial development occurs within the District consistent with the Village's development objectives. This will be accomplished by installing public improvements and making necessary related expenditures to induce and promote development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the Village. The project costs included in the Plan relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be a mixed-use District based on the identification and classification of the property included within the district.

SECTION 3:
Map of Proposed District Boundary



SECTION 4:
Map Showing Existing Uses and Conditions



Village of Germantown, Wisconsin

Tax Increment District #6

Base Property Information

Map Ref #	Parcel Number	Street Address	Owner	Acreage (2)	Zoning	Actual Use	Planned Use (1)	Assessment Information				
								Land	Imp	PP	Total	Classification
2	GTNV293956	STATE HWY 175	MC ROADHOUSE LLC	8.15	B-3	Business/Outdoor Recreation	Mixed Use	186,300	0	0	186,300	B-Commercial
3	GTNV294994	LANNON RD	STATE OF WISCONSIN DEPT OF TRANSPORTATION	33.33	I	Agriculture/Vacant	Mixed Use	0	0		0	X2-State Exempt
8	GTNV321979	APPLETON AVE	JALT CAPITAL INVESTMENT CO LLC	5.95	A-2	Agriculture/Vacant	Commercial/Mixed Use	425,600	4,200		429,800	B-Commercial
9	GTNV321980	APPLETON AVE	STATE OF WISCONSIN DEPT OF TRANSPORTATION	9.16	I	Agriculture/Vacant	Mixed Use	0	0		0	X2-State Exempt
10	GTNV321981	APPLETON AVE	NMMR & ASSOCIATES	16.08	I	Agriculture/Vacant	Mixed Use	7,600	0		7,600	D,E-Agricultural, Undeveloped
13	GTNV321984	MAPLE RD	DONALD A & GLORIA A NEU	39.38	A-1	Agriculture/Vacant	Commercial/Mixed Use/Environmental C	28,200	0		28,200	SM,D,E-Ag forest, Undeveloped
14	GTNV321985	APPLETON AVE	DONALD A & GLORIA A NEU	13.12	A-1	Agriculture/Vacant	Commercial	5,000	0		5,000	SM,D,E-Ag forest, Undeveloped
15	GTNV321986	APPLETON AVE	STATE OF WISCONSIN DEPT OF TRANSPORTATION	5.00	I	Agriculture/Vacant	Mixed Use	0	0		0	X2-State Exempt
17	GTNV321991	APPLETON AVE	DONALD A & GLORIA A NEU	8.74	A-1	Agriculture/Vacant	Commercial	2,300	0		2,300	D,E-Agricultural, Undeveloped
24	GTNV321999	MAPLE RD	DONALD A & GLORIA A NEU	32.89	A-1	Agriculture/Vacant	Commercial/Environmental Corridor	19,000	0		19,000	SM,D,E-Ag forest, Undeveloped
25	GTNV322270	W197 N10940 APPLETON AVE	MC ROADHOUSE LLC	11.99	A-2 & B-3	Business/Outdoor Recreation	Commercial/Mixed Use	688,300	372,700	2,000	1,063,000	B-Commercial
48	GTNV324998	MAPLE RD	ROBERT M WEILAND	8.80	RS-1	Agriculture/Vacant	Commercial	3,600	0		3,600	D,E-Agricultural, Undeveloped
											0	
			*Total Acreage	+92.98				1,365,900	376,900	2,000	1,744,800	

NOTES:
1. Village of Germantown 2020 Future Land Use Plan Map Designation
2. Acres taken from 2010 Washington County Plat Maps

DRAFT DATE: 2/20/2014

Prepared By: V. of Germantown Community Development Department.

SECTION 6:
Equalized Value Test

The following calculations demonstrate that the Village is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the Village.

The equalized value of the increment of existing tax incremental districts within the Village, plus the base value of the proposed District, totals $72,000,000. This value is less than the maximum of $264,000,000 in equalized value that is permitted for the Village of Germantown. The Village is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

Village of Germantown, Wisconsin

Tax Increment District #6

Valuation Test Compliance Calculation

Anticipated Creation/Boundary Amendment	5/19/2014		
Property Appreciation Factor		Valuation Data Currently Available Actual	Valuation Data Est. Creation Date Estimated
As of January 1,		2014	
Total EV (TID In)		2,202,155,500	
12% Test		264,258,660	264,258,660
Increment of Existing TIDs			
	TID #4	70,222,800	70,222,800
Total Existing Increment		70,222,800	70,222,800
Projected Base of New or Amended District (see Prelim Parcel List)		1,744,800	1,744,800
Existing TID New Construction - Pecentage Based			0
Existing TID New Construction - Dollar Based			
Total Value Subject to 12% Test		71,967,600	71,967,600
Compliance		PASS	PASS

Version 6

SECTION 7:
Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the Village expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

In order to promote and facilitate development and/or redevelopment the Village may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the Village from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the Village to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Acquisition of Rights-of-Way

The Village may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The Village may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Village to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the Village related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition
In order to make sites suitable for development, the Village may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading
Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The Village may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the Village for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements
There are inadequate sanitary sewer facilities serving areas of the District. To allow to occur, the Village may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements
There are inadequate water distribution facilities serving areas of the District. To allow development and/or redevelopment to occur, the Village may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements
Development within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the Village may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals;

ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the Village will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Village construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

In order to create sites suitable for development, the Village may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the Village to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development, the Village may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the Village to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development, the Village may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the Village to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

There are inadequate street improvements serving areas of the District. To allow development to occur, the Village may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development and/or redevelopment consistent with the objectives of this Plan, the Village may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the Village are eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The Village may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the Village executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the Village are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the Village may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the Village's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The Village intends to make the following project cost expenditures outside the District: Water Main Looping, roadway improvements along Appleton Avenue and Lannon Road.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The Village may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by Village employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating Village ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the Village for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The Village reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the Village and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8:
Map Showing Proposed Improvements and Uses

SECTION 9:
Detailed List of Project Costs

All costs are based on 2014 prices and are preliminary estimates. The Village reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2014 and the time of construction. The Village also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is neither meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The Village retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Village Board, without amending the Plan.

All costs are based on 2014 prices and are preliminary estimates. The Village reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2014 and the time of construction.

Proposed TIF Project Cost Estimates

Village of Germantown, Wisconsin

Tax Increment District #6

Estimated Project List

Project ID	Project Name/Type	Phase I 2014 (Note 2)	Phase II 2014	Phase III 2014	Phase IV 2018	Phase V TBD	Total (Note 1)
1	Survey	40,000					40,000
2	Roadways	1,465,000			455,000		1,920,000
3	Sanitary Sewer	935,000			945,000		1,880,000
4	Water System	620,000					620,000
5	Water Main Looping (Note 3)	600,000			1,140,000		1,740,000
6	Storm Sewer	950,000			315,000		1,265,000
7	Storm Water Ponds	55,000			10,000		65,000
8	Grading	885,000			275,000		1,160,000
9	Street Lighting	100,000			35,000		135,000
10	Signage	70,000			70,000		140,000
11	Legal & Planning	50,000					50,000
12	Land Write Down/Land Bank	100,000	500,000				600,000
13	Development Incentives			320,000		180,000	500,000
14	Engineering & Contingencies	510,000			400,000		910,000
Total Projects		6,380,000	500,000	320,000	3,645,000	180,000	11,025,000

Notes:

Note 1 Project costs are estimates and are subject to modification

Note 2 Based on Engineering Estimate dated 2-21-14

Note 3 Assume 75% of looping costs not allocable to proposed TID 6 area

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SECTION 10:
Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The Village has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Available Financing Methods" follows.

- The Village expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development A discussion of the phasing and projected timeline for project completion is discussed under "Plan Implementation" within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the Village may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The Village may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN).

Bonds Issued to Developers ("Pay as You Go" Financing)

The Village may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the Village's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the Village and, therefore, do not count against the Village's statutory borrowing capacity.

Tax Increment Revenue Bonds

The Village has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the Village, or as a form of lease revenue bond by a Community Development Authority (CDA) or by a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the Village and therefore do not count against the Village's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the Village may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The Village can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the Village that represent service of the system to the Village. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the Village must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the Village utilizes utility revenues other than tax increments to repay a portion of the bonds, the Village must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The Village has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the Village determines that special assessments are appropriate, the Village can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the Village's statutory borrowing capacity. If special assessments are levied, the Village must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the Village and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The Village reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions.

Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the Village reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

Village of Germantown, Wisconsin

Tax Increment District #6

Estimated Financing Plan

		G.O. Bond 2014		Taxable BAN 2014		Municipal Revenue Obligation (MRO) 2014		G.O. Bond 2018		Municipal Revenue Obligation (MRO) TBD Note 1	Totals
				Taxable							
Projects											
Phase I		6,380,000									6,380,000
Phase II				500,000							500,000
Phase III						320,000					320,000
Phase IV								3,645,000			3,645,000
Phase V										180,000	180,000
Less Non Project Costs		(489,097)						(960,393)			(1,449,490)
Total Project Funds		5,890,903		500,000		320,000		2,684,607		180,000	9,575,510
Finance Related Expenses											
Financial Advisor		15,000		15,000		10,000		15,000			
Bond Counsel		12,000		6,000		10,000		12,000			
Rating Agency Fee		10,000		2,000				10,000			
Paying Agent		675		0				675			
Underwriter Discount	12.50	79,813	5.00	2,625	0.00	0	10.00	27,500	0.00	0	
Debt Service Reserve		0		0							
Capitalized Interest		383,100									
Total Financing Required		6,391,490		525,625		340,000		2,749,782		180,000	
Estimated Interest	0.25%	(7,364)	0.25%	(625)	0.00%	0	0.25%	(3,356)	0.00%	0	
Assumed spend down (months)	6		6		6		6		6		
Rounding		873		0		(20,000) Note 2		3,574		0	
Net Issue Size		6,385,000		525,000		320,000		2,750,000		180,000	10,160,000

Notes:

Note 1 Only to be paid out for increment generation beyond current projections

Note 2 Any finance expenses are included in 2014 "Admin Costs" on the Cash Flow Projections

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Development Assumptions

Village of Germantown, Wisconsin

Tax Increment District #6

Development Assumptions

Construction Year		Actual	Corporate Park	Misc. Dev.	Annual Total	Construction Year	
1	2014		10,000,000		10,000,000	2014	1
2	2015		4,500,000	500,000	5,000,000	2015	2
3	2016		4,500,000	500,000	5,000,000	2016	3
4	2017		4,500,000	500,000	5,000,000	2017	4
5	2018		4,500,000	500,000	5,000,000	2018	5
6	2019		4,500,000	500,000	5,000,000	2019	6
7	2020		4,500,000	500,000	5,000,000	2020	7
8	2021		765,000		765,000	2021	8
9	2022				0	2022	9
10	2023				0	2023	10
11	2024				0	2024	11
12	2025				0	2025	12
13	2026				0	2026	13
14	2027				0	2027	14
15	2028				0	2028	15
16	2029				0	2029	16
17	2030				0	2030	17
18	2031				0	2031	18
19	2032				0	2032	19
20	2033				0	2033	20
	Totals	0	37,765,000	3,000,000	40,765,000		

Notes:

Corporate Park estimates provided by MLG + $300,000 per acre for 10 ac. of other non-wetland area

Version 6

Increment Revenue Projections

Village of Germantown, Wisconsin

Tax Increment District #6

Tax Increment Projection Worksheet

Type of District	Mixed Use		Base Value	1,744,800	
Creation Date	May 19, 2014		Appreciation Factor	0.50%	Apply to Base Value
Valuation Date	Jan 1,	2014	Base Tax Rate	$20.03	
Max Life (Years)	20		Rate Adjustment Factor		
Expenditure Periods/Termination	15	5/19/2029			
Revenue Periods/Final Year	20	2035			
Extension Eligibility/Years	Yes	3	Tax Exempt Discount Rate	4.25%	
Recipient District	No		Taxable Discount Rate	6.25%	

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2014	10,000,000	2015	0	10,000,000	2016	$20.03	200,287	192,122	188,506
2	2015	5,000,000	2016	50,000	15,050,000	2017	$20.03	301,433	469,479	455,519
3	2016	5,000,000	2017	75,250	20,125,250	2018	$20.03	403,084	825,247	791,572
4	2017	5,000,000	2018	100,626	25,225,876	2019	$20.03	505,243	1,253,002	1,188,018
5	2018	5,000,000	2019	126,129	30,352,006	2020	$20.03	607,913	1,746,700	1,636,967
6	2019	5,000,000	2020	151,760	35,503,766	2021	$20.03	711,096	2,300,651	2,131,226
7	2020	5,000,000	2021	177,519	40,681,284	2022	$20.03	814,795	2,909,509	2,664,249
8	2021	765,000	2022	203,406	41,649,691	2023	$20.03	834,191	3,507,449	3,177,860
9	2022	0	2023	208,248	41,857,939	2024	$20.03	838,362	4,083,879	3,663,675
10	2023	0	2024	209,290	42,067,229	2025	$20.03	842,554	4,639,575	4,123,199
11	2024	0	2025	210,336	42,277,565	2026	$20.03	846,767	5,175,282	4,557,855
12	2025	0	2026	211,388	42,488,953	2027	$20.03	851,001	5,691,718	4,968,988
13	2026	0	2027	212,445	42,701,398	2028	$20.03	855,256	6,189,578	5,357,872
14	2027	0	2028	213,507	42,914,905	2029	$20.03	859,532	6,669,529	5,725,710
15	2028	0	2029	214,575	43,129,479	2030	$20.03	863,829	7,132,216	6,073,641
16	2029	0	2030	215,647	43,345,127	2031	$20.03	868,149	7,578,259	6,402,744
17	2030	0	2031	216,726	43,561,852	2032	$20.03	872,489	8,008,258	6,714,036
18	2031	0	2032	217,809	43,779,662	2033	$20.03	876,852	8,422,789	7,008,482
19	2032	0	2033	218,898	43,998,560	2034	$20.03	881,236	8,822,409	7,286,993
20	2033	0	2034	219,993	44,218,553	2035	$20.03	885,642	9,207,654	7,550,431
	Totals	40,765,000		3,453,553			Future Value of Increment	14,719,709		

Notes:

Actual results will vary depending on development, inflation of overall tax rates

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Version 6

Village of Germantown, Wisconsin

Tax Increment District #6

Cash Flow Projection

Year	Projected Cash Inflows						Projected Cash Outflows										Balances			
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Land Sale Revenue	Other Cash Inflows/Out-flows	Total Revenues	G.O. Bond 6,385,000 Dated: Principal	09/01/14 Interest @	Taxable BAN 525,000 Dated: Principal	06/01/14 Interest	Municipal Revenue Obligation (MRO) 320,000 Dated: Principal	06/01/14 Interest	G.O. Bond 2,750,000 Dated: Principal	06/01/18 Interest	Municipal Revenue Obligation (MRO) 180,000 Dated: Principal	TBD Interest	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstand-ing	Year
		0.50%			Note 3		Note 1	4.00%		3.50%		0.00%	Note 1	4.50%	Note 2							
2014			383,100		200,000	583,100		63,850		4,594							40,000	108,444	474,656	474,656	7,230,000	2014
2015		2,373				2,373		255,400		18,375	0						25,000	298,775	(296,402)	178,255	7,230,000	2015
2016	200,287	891				201,179		255,400		18,375	40,000						25,000	338,775	(137,596)	40,658	7,190,000	2016
2017	301,433	203				301,636		255,400		18,375	40,000						25,000	338,775	(37,139)	3,519	7,150,000	2017
2018	403,084	18		593,906		997,007		255,400	525,000	9,188	40,000						25,000	854,588	142,420	145,939	9,335,000	2018
2019	505,243	730			(200,000)	305,972	0	255,400			40,000			123,750			10,000	429,150	(123,178)	22,762	9,295,000	2019
2020	607,913	114				608,026	175,000	251,900			40,000			123,750			10,000	600,650	7,376	30,138	9,080,000	2020
2021	711,096	151				711,247	190,000	244,600			40,000		100,000	121,500			10,000	706,100	5,147	35,285	8,750,000	2021
2022	814,795	176				814,972	305,000	234,700			40,000		100,000	117,000			10,000	806,700	8,272	43,556	8,305,000	2022
2023	834,191	218				834,409	345,000	221,700			40,000		100,000	112,500			10,000	829,200	5,209	48,765	7,820,000	2023
2024	838,362	244				838,606	400,000	206,800			0		110,000	107,775			10,000	834,575	4,031	52,796	7,310,000	2024
2025	842,554	264				842,818	425,000	190,300					110,000	102,825			10,000	838,125	4,693	57,489	6,775,000	2025
2026	846,767	287				847,054	450,000	172,800					110,000	97,875			10,000	840,675	6,379	63,868	6,215,000	2026
2027	851,001	319				851,320	475,000	154,300					115,000	92,813			10,000	847,113	4,207	68,075	5,625,000	2027
2028	855,256	340				855,596	500,000	134,800					115,000	87,638			10,000	847,438	8,158	76,234	5,010,000	2028
2029	859,532	381				859,913	500,000	114,800					145,000	81,788			10,000	851,588	8,325	84,559	4,365,000	2029
2030	863,829	423				864,252	500,000	94,800					180,000	74,475			10,000	859,275	4,977	89,536	3,685,000	2030
2031	868,149	448				868,596	525,000	74,300					185,000	66,263			10,000	860,563	8,034	97,570	2,975,000	2031
2032	872,489	488				872,977	525,000	53,300					190,000	57,825			10,000	836,125	36,852	134,422	2,260,000	2032
2033	876,852	672				877,524	525,000	32,300					195,000	49,163			10,000	811,463	66,061	200,484	1,540,000	2033
2034	881,236	1,002				882,238	545,000	10,900					195,000	40,388			10,000	801,288	80,951	281,435	800,000	2034
2035	885,642	1,407				887,049							200,000	31,500			20,000	251,500	635,549	916,984	600,000	2035
2036						0							200,000	22,500				222,500	222,500	1,139,484	400,000	2036
2037						0							200,000	13,500				213,500	213,500	1,352,984	200,000	2037
2038						0							200,000	4,500				204,500	204,500	1,557,484	0	2038
Total	14,719,709	11,150	383,100	593,906	0	15,707,865	6,385,000	3,533,150	525,000	68,906	320,000	0	2,750,000	1,529,325	0	0	320,000	15,431,381				Total

Notes:

Note 1 - Debt to be prepayable no later than 2028 (from any surplus balance)

Note 2 - Payable only to the extent that a development achieves "excess performance" or otherwise warrants incentives beyond infrasturcture

Note 3 - Cash flow loan to be made available by Washington County

TID Closure when Cum Bal exceeds Principal

Version 6

SECTION 11:
Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the Village on or after January 1, 2004.

SECTION 12:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the Village estimates that no more than 15% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13:
Proposed Zoning Ordinance Changes

The Village anticipates that a portion of the District will be rezoned prior to development.

SECTION 14:
Proposed Changes in Master Plan, Map, Building Codes and Village of Germantown Ordinances

It is expected that this Plan will be complementary to the Village's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other Village ordinances for the implementation of this Plan.

SECTION 15:
Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the Village will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16:
Orderly Development of the Village of Germantown

The District contributes to the orderly development of the Village by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The remaining industrial/business park developable areas of the Village have virtually been exhausted. Without adding territory that is in a position to be developed, the pressure for development will be shifted away from Germantown and away from adequate infrastructure.

SECTION 17:
List of Estimated Non-Project Costs

Non-Project costs are public works projects that to the extent they do not benefit the District are not eligible to be paid with TIF funds. The only such costs identified to date are portions of the water main looping project.

SECTION 18:

Opinion of Attorney for the Village of Germantown Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

May 15, 2014

SAMPLE

Dean Wolter, Village President
Village of Germantown
N112 W17001 Mequon Road
Germantown, Wisconsin 53022

RE: Village of Germantown, Wisconsin Tax Incremental District No. 6

Dear Village President:

As Village Attorney for the Village of Germantown, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Brian Sajdak
Village of Germantown

Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year	2012	
		Percentage
Washington County	6,059,920	13.26%
Village of Germantown	13,481,410	29.50%
Germantown School District	21,696,071	47.48%
Milwaukee Area Technical College	4,458,484	9.76%
Total	45,695,885	

Revenue Year	Washington County	Village of Germantown	Germantown School District	Milwaukee Area Technical College	Total	Revenue Year
2016	26,561	59,090	95,095	19,542	200,287	2016
2017	39,974	88,930	143,118	29,410	301,433	2017
2018	53,455	118,920	191,381	39,328	403,084	2018
2019	67,002	149,059	239,886	49,296	505,243	2019
2020	80,618	179,349	288,632	59,313	607,913	2020
2021	94,301	209,791	337,623	69,381	711,096	2021
2022	108,053	240,385	386,859	79,498	814,795	2022
2023	110,626	246,107	396,068	81,391	834,191	2023
2024	111,179	247,337	398,048	81,798	838,362	2024
2025	111,735	248,574	400,038	82,207	842,554	2025
2026	112,293	249,817	402,039	82,618	846,767	2026
2027	112,855	251,066	404,049	83,031	851,001	2027
2028	113,419	252,321	406,069	83,446	855,256	2028
2029	113,986	253,583	408,099	83,863	859,532	2029
2030	114,556	254,851	410,140	84,283	863,829	2030
2031	115,129	256,125	412,191	84,704	868,149	2031
2032	115,704	257,406	414,252	85,128	872,489	2032
2033	116,283	258,693	416,323	85,553	876,852	2033
2034	116,864	259,986	418,404	85,981	881,236	2034
2035	117,449	261,286	420,496	86,411	885,642	2035
	1,952,041	4,342,676	6,988,810	1,436,182	14,719,709	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

XI. B

MEETING DATE: May 19, 2014

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

ITEM TITLE: Germantown Police Department, agent for Waste Management of WI, property owner; W124 N10043 Wasaukee Road; Amendment to Conditional Use Permit No. 2-92 affecting the operation of the Existing Pistol/Rifle Firing Range

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

SUMMARY EXPLANATION:
Conditional Use Permit No. 2-92 (copy attached) was granted in 1992 as an amendment to an earlier CUP issued in 1987 (CUP No. 8-87) for the rifle/pistol firing range. CUP No. 2-92 added the Mequon Police Department as an additional law enforcement agency approved to use the facility (and deleted an annual review requirement).

At this time, the Germantown Police Department, agent for Waste Management of WI, property owner, is seeking an amendment to Conditional Use Permit No. 2-92 to allow additional law enforcement agencies, including the Brown Deer Police Department, to use the existing pistol/rifle shooting range located on the property.

No changes (other than to Condition #1 as set forth in the attached draft amended CUP) are proposed to the existing operation.

ATTACHMENTS:
- 4/14/14 Staff Report
- 4/14/14 Plan Commission Meeting Minutes
- Draft CUP

PLAN COMMISSION RECOMMENDATION:
APPROVE the amendment to CUP No. 2-92 as proposed.

[SEE DRAFT CUP FOR TEXT OF AMENDMENT].

NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: Monday, May 19, 2014
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the following applicant for an amendment to CONDITIONAL USE PERMIT No. 2-92 that allows the operation of a pistol/rifle shooting range from the property described below pursuant to Section 17.12(3)(ee) of the Village Zoning Code.

Petitioner: Germantown Police Department, Agent for Waste Management of WI, Property Owner
Address: W124 N10043 Wasaukee Road (Parcel ID# 361-985)

Being a part of the SE 1/4 of the SW 1/4 of Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin. Said land containing 30.2 +/- acres.

Copies of the proposed amendment and the existing conditional use permit are on file in the Planning & Zoning Division of the Community Development Department, N112 W17001 Mequon Road, and available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 24th day of April, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: May 1st and May 8th, 2014

CONDITIONAL USE PERMIT APPLICATION

4/14/14 Plan Commission Meeting

Germantown Police Department / Waste Management of WI

Village Planner Report **Germantown, Wisconsin**

Summary

The Germantown Police Department, agent for Waste Management of WI, property owner, is seeking an amendment to Conditional Use Permit No. 2-92 to allow additional law enforcement agencies to utilize the existing Pistol/Rifle Range located on the 30.2-acre property at W124 N10043 Wasaukee Road.

Property Location: W124 N10043 Wasaukee Road

Property Owner: Waste Management of WI
W124 N9355 Boundary Road
Menomonee Falls, WI 53051

Current Zoning: A-1: Agricultural District

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Special Industrial	M-3
East	Agricultural (Mequon)	N/A
West	Agricultural/Industrial	A-1/M-1

Background/Proposal
Conditional Use Permit No. 2-92 (copy attached) was granted in 1992 as an amendment to an earlier CUP issued in 1987 (CUP No. 8-87) for the rifle/pistol firing range. CUP No. 2-92 added the Mequon Police Department as an additional law enforcement agency approved to use the facility (and deleted an annual review requirement).

At this time, the Germantown Police Department, agent for Waste Management of WI, property owner, is seeking an amendment to Conditional Use Permit No. 2-92 to allow additional law enforcement agencies, including the Brown Deer Police Department, to use the existing pistol/rifle shooting range located on the property.

No changes (other than to Condition #1 as set forth in the attached draft amended CUP) are proposed to the existing operation:

Staff Comments
Police Chief Hoell indicates that the open-air shooting range is used approximately 15 to 20 times per year. Typically, there are no more than six (6) officers and/or training officers at the range at any one time. To date, no complaints have been filed by surrounding property owners/residents.

As set forth below, the proposed amended language to Condition #1 is intended to specifically allow the Brown Deer Police Department to also use the facility (along with the already-approved Village of Germantown and City of Mequon departments), and, other law enforcement agencies approved by the Germantown Police Chief (in order to avoid any further need for amendment in the future).

1. ~~Only members of the Germantown and Mequon Police Departments and qualified training officers~~ Only members of the Village of Germantown, City of Mequon, Village of Brown Deer, and other police departments specifically authorized by the Village of Germantown Police Chief, may use the facility ~~area~~ and discharge firearms.

Village Planner Recommendation
APPROVE the amendment to Conditional Use Permit No. 2-92 as proposed.

Germantown Police Department for Waste Management of WI – W124 N10043 Wasaukee Road. The Germantown Police Department is seeking an amendment to Conditional Use Permit No. 2-92 to allow additional law enforcement agencies to utilize the existing Pistol/Rifle Range located on the 30.2 acre property. Planner Retzlaff summarized the proposal.

Commissioner Warren said if there is a cost for insurance for the range he would like to see the other communities that use the range share the cost. Commissioner Peck asked if the early morning or late evening hours would be a problem with the neighbors. Planner Retzlaff said the hours of operation were already an existing allowance and based on information from the Police Chief there haven't been any complaints. Commissioner Yokes had an issue with the new language "only members of the Village of Germantown" saying it was confusing because it does not state Village of Germantown Police Department and could be interpreted differently. Planner Retzlaff said he will discuss the language with the Village Attorney and rephrase it if necessary.

MOTION Stauffacher second Warren to Approve the amendment to Conditional Use Permit No. 2-92 as proposed.

MOTION carried unanimously.

John & Helen Kreuser Trust – W202 N10418 Appleton Avenue. The property owner has submitted a 1 lot Certified Survey Map application for review. Planner Retzlaff said Plan Commission had recommended approval and Village Board approved a land use plan amendment and rezoning in December 2013. The CSM satisfies a condition of the approval that the two parcels be combined into one within six months.

MOTION Stauffacher second Warren to Approve the 1-lot Certified Survey Map (CSM) for the property located at W202 N10418 Appleton Avenue as proposed.

MOTION carried unanimously.

MGS Mfg. Group – W188 N11707 Maple Road, N117 W18978 Fulton Drive & W190 N11701 Moldmakers Way. Sign Review applications for a series of monument, wall and directional signs for the buildings located in the Industrial Park. Planner Retzlaff summarized the proposal.

MOTION Warren second Gray to Approve the new wall, directional and monument signs proposed for MGS Manufacturing Group properties located at W188 N11707 Maple Road, N117 W18978 Fulton Drive and W190 N11701 Moldmakers Way subject to the following conditions:

1. ***Electrical permits shall be obtained from the Building Inspection Department prior to installation.***
2. ***All electronic components shall be inspected and labeled by a licensed lab.***
3. ***All monument and directional signs shall meet a minimum setback of five (5) feet from all property lines.***

MOTION carried unanimously.

CUP # xx – 14 Document No.	CONDITIONAL USE PERMIT Document Title

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

Whereas the Applicants:

Germantown Police Department, Agent for Waste Management of Wisconsin, 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 the Applicants to permit the operation of Pistol/Rifle Shooting Range from a portion of the property located at W124 N10043 Wasaukee Road pursuant to Section 17.12(3)(ee) of the Village Zoning Code.

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

Parcel Identification No:
GTNV 361-985

On the following described property located in the Village of Germantown, Washington County, Wisconsin:

Being a part of the SE 1/4 of the SW 1/4 of Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin. Said land containing 30.2 +/- acres.

Tax Key No: 361-985
Address: W124 N10043 Wasaukee Road

Pursuant to the following condition(s):

1. ~~Only members of the Germantown and Mequon Police Departments and qualified training officers~~ Only members of the Village of Germantown, City of Mequon, Village of Brown Deer, and other police departments specifically authorized by the Village of Germantown Police Chief, may use the facility ~~area~~ and discharge firearms.
2. No discharge of firearms before 6:00 a.m. or after 10:00 p.m.
3. No discharge of firearms on Sunday or on any legal holidays.
4. Hand guns and shotguns are permitted, but no rifles larger than 30-06 caliber.
5. No single (lone) officer will be shooting; must be supervised.
6. Range not open to the general public.
7. No tournaments.
8. Allow for review and/or changes, special uses: demonstrations, new weapons, techniques.

DRAFT

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2014.

ATTEST: _____
Dean Wolter, Village President

_____
Barbara K. D. Goeckner, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this _____ day of _____, 2014, the above named Dean Wolter, Village President, and Barbara K. D. Goeckner, 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: _____

DRAFT

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

As a duly authorized representative for the agent, the Village of Germantown Police Department, I/we 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 _____,2014

_____
Print Name - Village of Germantown Representative

_____
Signature

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2014, 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: _____

DRAFT

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

As a duly authorized representative for the property owner, Waste Management of WI, I/we 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 _____,2014

_____
Print Name - Waste Management of WI Representative

_____
Signature

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2014, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

_____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

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

DRAFT

PERMIT NO: 2-92

V I L L A G E O F G E R M A N T O W N

C O N D I T I O N A L U S E Z O N I N G P E R M I T

Whereas, Germantown Police Department, 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:

Germantown Police Department

to allow for: a pistol/rifle range for use by the Germantown Police Department

on the following described real estate in the Village of Germantown, Washington County, Wisconsin:

Tax Key No.: GTNV 364 994
W124 N10043 Wasaukee Road

The Southeast One-Quarter of the Southwest One-Quarter of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County Wisconsin.

pursuant to the following conditions:

1) Only members of the Germantown and Mequon Police Departments and qualified training officers may use area and discharge firearms.

2) No discharge of firearms before 6:00 A.M. or after 10:00 P.M.

3) No discharge of firearms on Sundays or on any legal holidays.

4) Hand guns and shotguns are permitted, but no rifles larger than 30-06 caliber.

5) No single (lone) officer will be shooting; must be supervised.

6) Range not open to the general public.

7) No tournaments.

Document No. 598998
Vol. 1188 pages 103-105

8) Allow for review and/or changes, special uses: demonstrations, new weapons, techniques.

The provisions of this permit shall be granted to the permittee and cannot be assigned unless and until amended by the Village of Germantown.

Granted by action of the Village Board of the Village of Germantown this 6th day of April, 1992.

Arthur H. Zabel, President

ATTEST:

Jane A. Wilms, Clerk

STATE OF WISCONSIN)
)SS
WASHINGTON COUNTY)

Personally came before me this 9th day of April, 1991, the above named Arthur Zabel, Village President and Jane A. Wilms, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: [illegible]

ACCEPTANCE OF TERMS AND CONDITIONS BY PERMITTEE

I, Chief Gerald Blum, permittee, 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.

Chief Gerald Blum, Permittee

STATE OF WISCONSIN)
)SS
Washington COUNTY)

Personally came before me this 7th day of April, 1992, the above named Randall Stamm, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Carol A. Zoufal
Notary Public, State of Wisconsin
My Commission Expires: 3/20/95

This instrument was drafted by:
Henry Elling
Village Planner

Return to:
Village of Germantown
Village Clerk
P. O. Box 337
Germantown, WI 53022

XI. C

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: May 19, 2014

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – Lannon-Appleton Water Main Extension

SUBMITTED BY: Daniel R. Ludwig, P.E., Director of Public Works
Brionne R. Bischke, P.E., Village Engineer

SUMMARY EXPLANATION:

Project Characteristics:

1. Concept Plan Authorized by Public Works & Highway Committee, Mar., 2013 (minutes and concept plans presented during meeting are attached)
2. Provides 2nd Crossing under Freeway at Lannon Rd. Interchange
3. Extends Water Main from Interchange to Lannon-Appleton Intersection
4. Extends Water Main from Wal-Mart to Lannon-Appleton Intersection
5. $1.8± million Total Estimated Cost
6. Broken into 3 Phases
7. Village Board budgeted $600 thousand in Water Utility for Year 2014 Construction of Phase 1
8. Obtained permits from Wisconsin DNR, Wisconsin DOT, Washington Co., and ANR Pipeline
9. Engineering Dept. designed and bid Phase 1 project (bid between Feb. 6-24, 2014)
    a. Freeway Crossing at Lannon Rd. Interchange
    b. 1,000' Extension along Appleton from Wal-Mart toward Lannon-Appleton Intersection
10. Village Board could make project eligible for TID #6 funding

Reasons for Project:

1. Recommended by Village's Consultants
    a. Earth Tech's *Water System Master Plan,* Nov., 2003
        i. Recommended Lannon-Appleton Loop by Year 2013 (Tab. 7-5, Fig. 7-6)
    b. Ruekert-Mielke's *Facility Assessment of Water Supply to Lands West of USH 41/45 Along the County Line Road Corridor*, Sep., 2012
        i. Recommended Lannon-Appleton Loop (Pgs. 10-11 and Map 3)
2. SEWRPC Recommends Redundancy and Looping
    a. Technical Report No. 43, *State-of-the-Art of Water Supply Practices*, July, 2007 (Pgs. 178 and 180)
3. Provides Reliable Continuous Service
    a. Testified by Dan Butler, Ruekert-Mielke, before joint Public Works & Highway Committee and Utility Advisory Committee meeting, Nov., 2012
    b. Fire Fighting
    c. Maintenance
4. Improves Water Quality
    a. Eliminates long dead-end that putrefies and stains water via stagnation (e.g., Holiday Inn, Grace Lutheran Church)
5. Deteriorating Water Main Threatens Existing Freeway Crossing's Distribution System
6. Reduces Risk of Economic Disruption of County Line Rd. Corridor Businesses

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

Award of Contract:

The apparent responsible low-bidder is Globe Contractors. The Project's budget is $600 thousand; however, the low bid of $679,266.00 exceeded the budget. Therefore, the Engineering Dept. worked with Globe Contractors to reduce the project scope down to $533,706.00. Since this Year 2014 project is intended to be Phase 1 of 3, the project Bid Item quantities will be adjusted as the project is constructed so that the full $600 thousand budget will be expended.

ATTACHMENTS:

- Public Works & Highway Committee Mar. 5, 2013 meeting minutes and concept plans presented during the meeting
- 2014 LA WM Ext Bid Tab – Project #1216 (Original Bid tab)
- 2014 LA WM Ext Bid Tab – Project #1216 (Adjusted Contract tab)

RECOMMENDATION:

Recommend to Village Board to award a contract to Globe Contractors not-to-exceed $600 thousand to be funded from TID #6 instead of the Water Utility budget.

COMMITTEE ACTION:

During its March 10, 2014 meeting, the Public Works & Highway Committee advanced this project to the Village Board without recommendation.

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

CONSULTANT SELECTION FOR SHALLOW WELL STUDY: Dir. Ludwig solicited three consultants to prepare a Municipal Well Siting Study within Germantown. All consultants had nearly an equal project approach. Proposals ranged from $59,300 to $84,600. It was noted that personnel from Foth Infrastructure had prepared a siting study for Germantown in the past. They had considerable knowledge of Germantown's geology from the previous study. Phase III of the study would only be completed if it was found that there were numerous well sites to consider.

MOTION made by Vanderheiden, seconded by Kaminski to forward to the Village Board with a positive recommendation to recommend Foth Infrastructure & Environment LLC to conduct Phase I and Phase II of the Municipal Well Siting Study at a cost of $40,400.

Trustee Zabel asked if Phase I and Phase II were done this year, would there be a time frame at which the study would not be valid anymore noting the last study seemed to show the Village had water well into the years beyond 2020.

Greg Bolin, Foth Infrastructure, stated from a geological perspective, there would be no time frame. From a development perspective any sites selected would need to be looked at for potential sources of contamination and land availability, therefore the report would be subject to change.

Water Superintendent Driver clarified Phase I and Phase II of the study was to find sites and take control of the land for your wellhead protection so when you needed the land in 5+ years, the land would be protected from gas stations or other development from moving in the area of the potential well site. Shallow well sites are site specific.

Motion carried 3-1 (Zabel)

LANNON/APPLETON WATER MAIN EXTENSION CONCEPT: Engr. Bischke stated the Village Board contracted Ruekert & Mielke to do a facility assessment of water supply for lands west of USH 41/45 along the County Line Road corridor. The facility report recommended the construction of an additional water main crossing at USH 41/45 and connect to the existing mains, install a 16" main on Lannon Road from Commerce Cr. to Appleton Avenue and, a 12" main in Appleton Avenue from Lannon Road to the existing 12" main.

The Engineering Dept. began coordinating with the WDOT and Washington County. Appleton Avenue will be constructed by WDOT in 2016 and Washington County was in discussion regarding a possible road widening project for Lannon Road in 2016. Attached to the Committees backup was a conceptual alignment. Engr. Bischke advised construction of the water main loop no later than year 2015 to beat the 2016 construction projects. Significant permitting efforts were involved due to wetlands, etc. Staff requested consent to proceed with the project design and applicable permits.

Committee discussion:

- How long are permits valid; *Three year durations. Staff could ask for extensions. Permits could be obtained within six months.*

- *T. Zabel* - When doing development in those areas, you need to look at where the sanitary sewer will be placed; When looking at those corridors, the drainage pattern needs to be determined;
- *T. Zabel* - A lot of questions need to be answered and items reviewed. Maybe staff should be looking at the whole area and not just where water main was going to be installed. The Village should take their time and go through things on a regular basis. The Utility Advisory Committee may want to discuss ideas on different ways to service the area with sewer and water and come in with a more detailed concept.
- If staff could get approvals from the Committee, it would allow staff more time to put a concept plan together so when development does happen everything would be in place.
- *T. Zabel* - believed future development had to put in the utilities.
- *T. Kaminski* - agreed with being prepared and supported staff creating a concept plan;
- *T. Vanderheiden* - Looping of water main has been discussed in the past and with all of the dead end water main lines, the Lannon/Appleton water main extension will provide looping in the future; We need to look at this expansion;
- *T. Vanderheiden* - The Appleton Avenue and County Line Road corridors are zoned for commercial use and when a developer comes, they will need water; it is prudent to do a project design in a timely, phased, fashion so we're ready for it when we need it. Let's be prepared.

MOTION made by Kaminski, seconded by Vanderheiden authorizing staff to proceed with the Lannon Road/Appleton Avenue project alignment design for the water main loop and proceed with the applicable permit applications.

Motion carried 3-1 (Zabel)

AWARD OF CONTRACT – 2013 ROADS: Engr. Bischke reported Payne and Dolan as the low bidder. It was noted that both bidding contractors selected Cedarburg Landscaping to complete the landscaping portion of the road projects. Considering their poor performance in 2012, options were to either rebid the entire process and tell potential contractors not to use Cedarburg Landscaping or, the Village was stuck with awarding the contract to Payne and Dolan along with their landscape contractor as a sub. Suggestions were:

- Put the contractor on notice that if needed, funds will be retained;
- There will be a special meeting with staff, Payne and Dolan, and Cedarburg Landscaping to discuss last year's roads and the remedy of the failed landscaping and to discuss the 2013 projects if approved by the Committee and Board.

Engr. Bischke noted there was a bid alternative to place concrete pavers at the entrance to the Indian Hills subdivision as part of a green infrastructure technology. There were MMSD grants available for the alternative but the Director of Public Works was aware of two projects in which the pavers had failed, therefore, staff recommended not doing the concrete pavers at the Indian Hills entrance.

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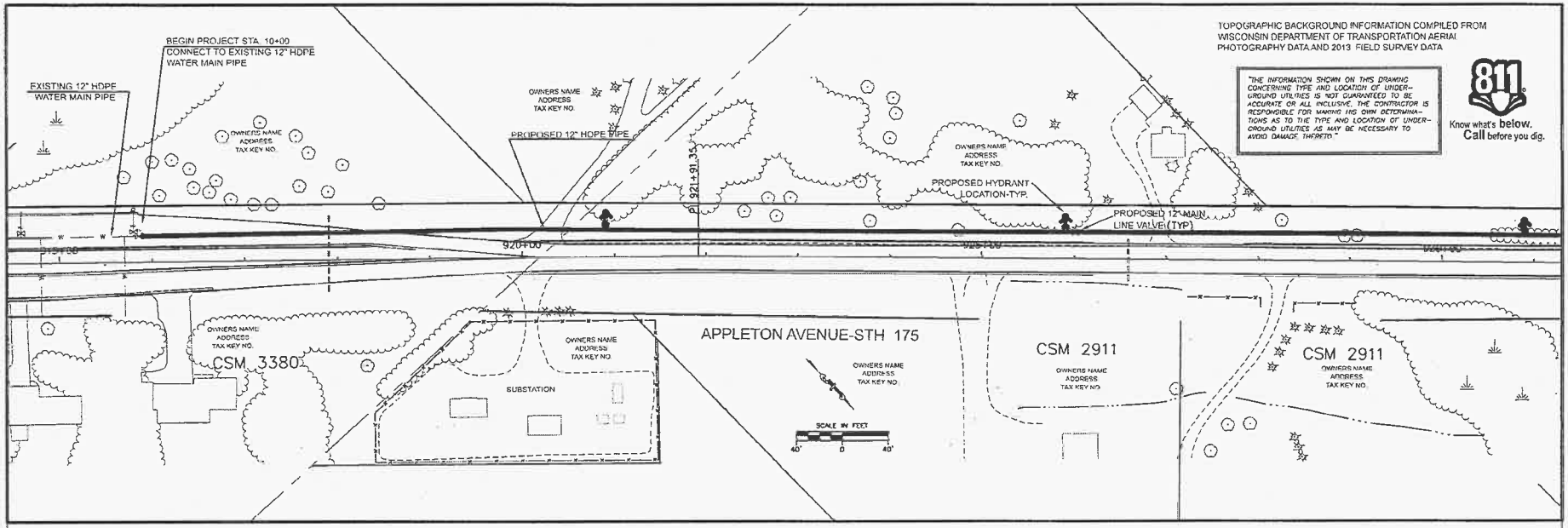

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REVISION NO.	DESCRIPTION	DATE	BY

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APPROVED BY: BRB	DATE:

LANNON-APPLETON WATERMAIN CONNECTOR
PLAN AND PROFILE - 12" WATER MAIN
APPLETON AVE FROM 10+00 TO
VILLAGE OF GERMANTOWN, WIS.

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE.

THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

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ENGINEERING DEPARTMENT
Village of Germantown ...Willkommen

PROJECT NUMBER	1216
SHEET NUMBER	1

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ENGINEERING DEPARTMENT
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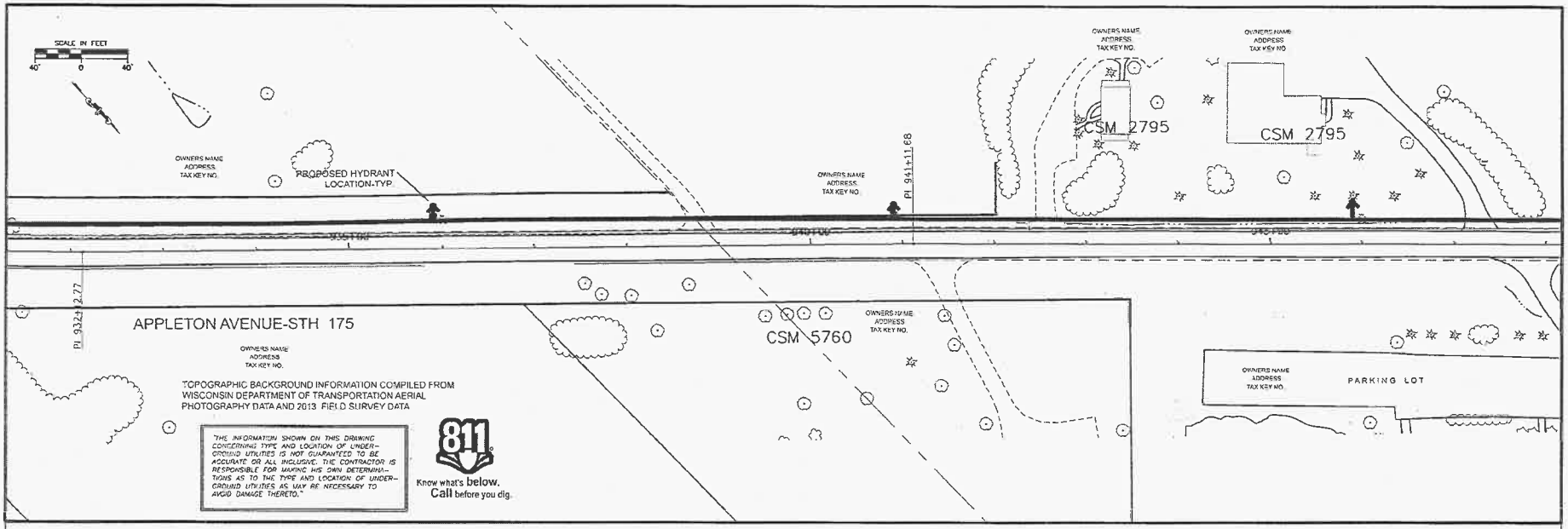

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LANNON-APPLETON WATERMAIN CONNECTOR
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APPLETON AVE FROM 10+00 TO
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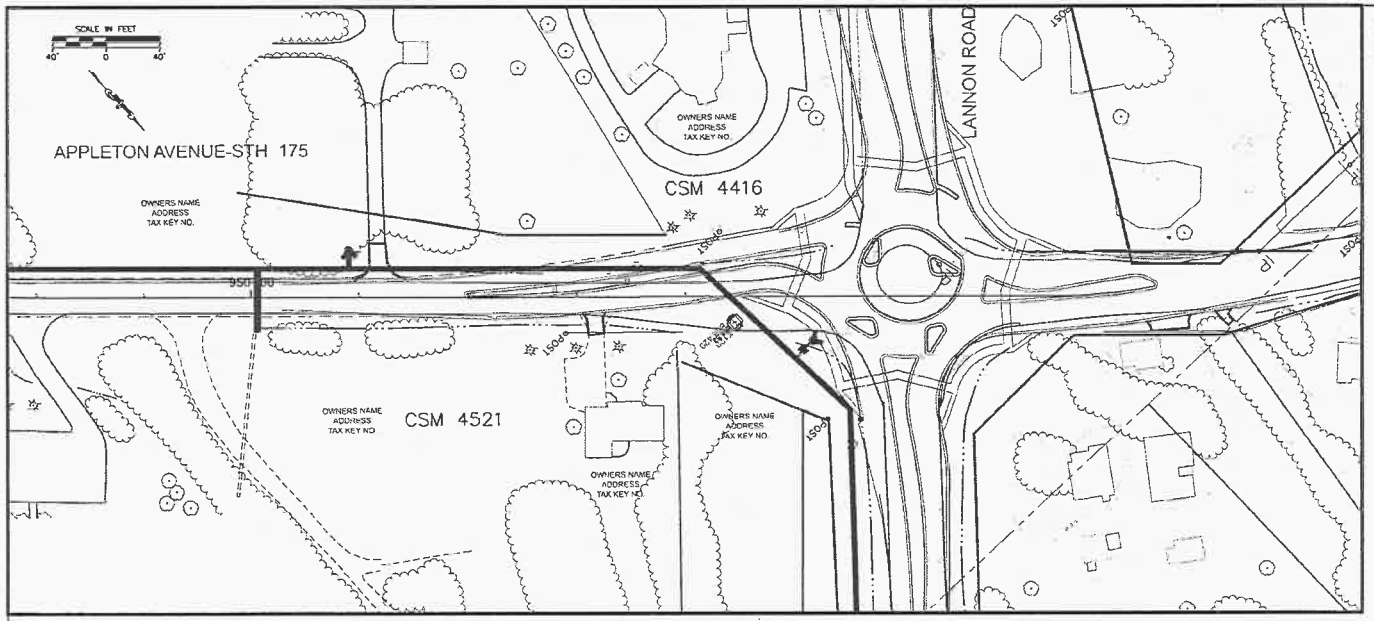
ENGINEERING DEPARTMENT

PROJECT NUMBER	1216
SHEET NUMBER	2



TOPOGRAPHIC BACKGROUND INFORMATION COMPILED FROM WISCONSIN DEPARTMENT OF TRANSPORTATION AERIAL PHOTOGRAPHY DATA AND 2013 FIELD SURVEY DATA

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811 Know what's below. Call before you dig.

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LANNON-APPLETON WATERMAIN CONNECTOR
PLAN AND PROFILE - 12" AND 16" WATER MAIN
APPLETON AVE FROM 10+00 TO
VILLAGE OF GERMANTOWN, WIS.

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Village of Germantown ...Willkommen
ENGINEERING DEPARTMENT

PROJECT NUMBER	1216
SHEET NUMBER	3

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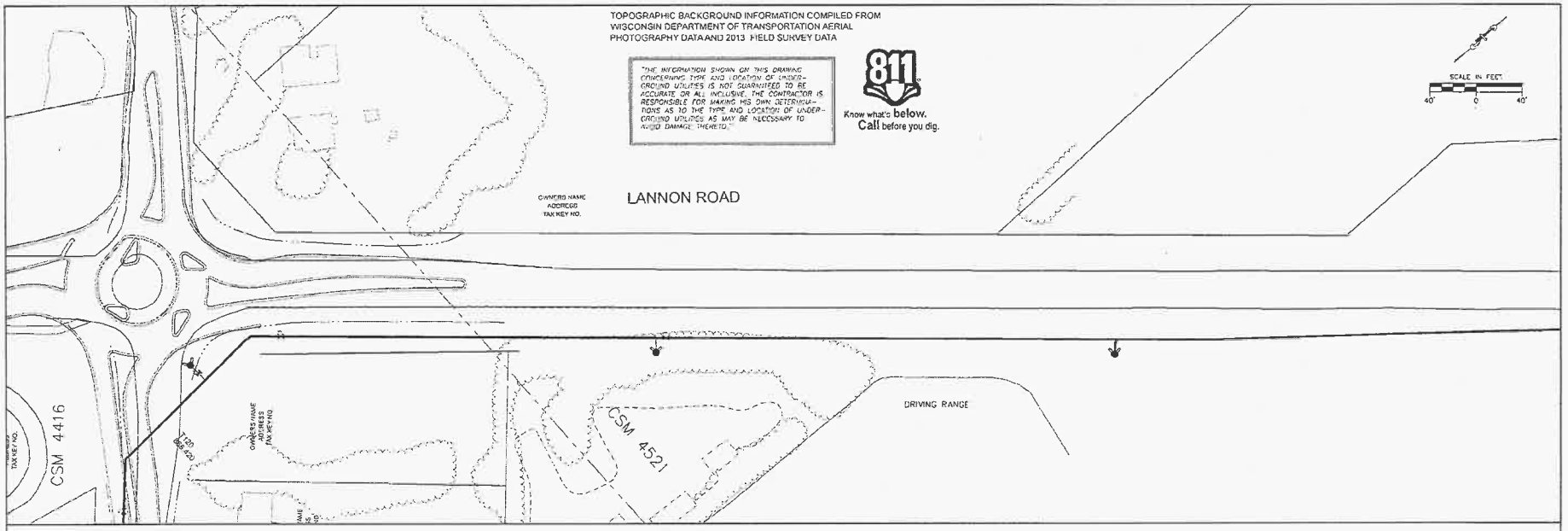

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LANNON-APPLETON WATERMAIN CONNECTOR
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ENGINEERING DEPARTMENT
Village of Germantown ...Willkommen

PROJECT NUMBER	1216
SHEET NUMBER	4

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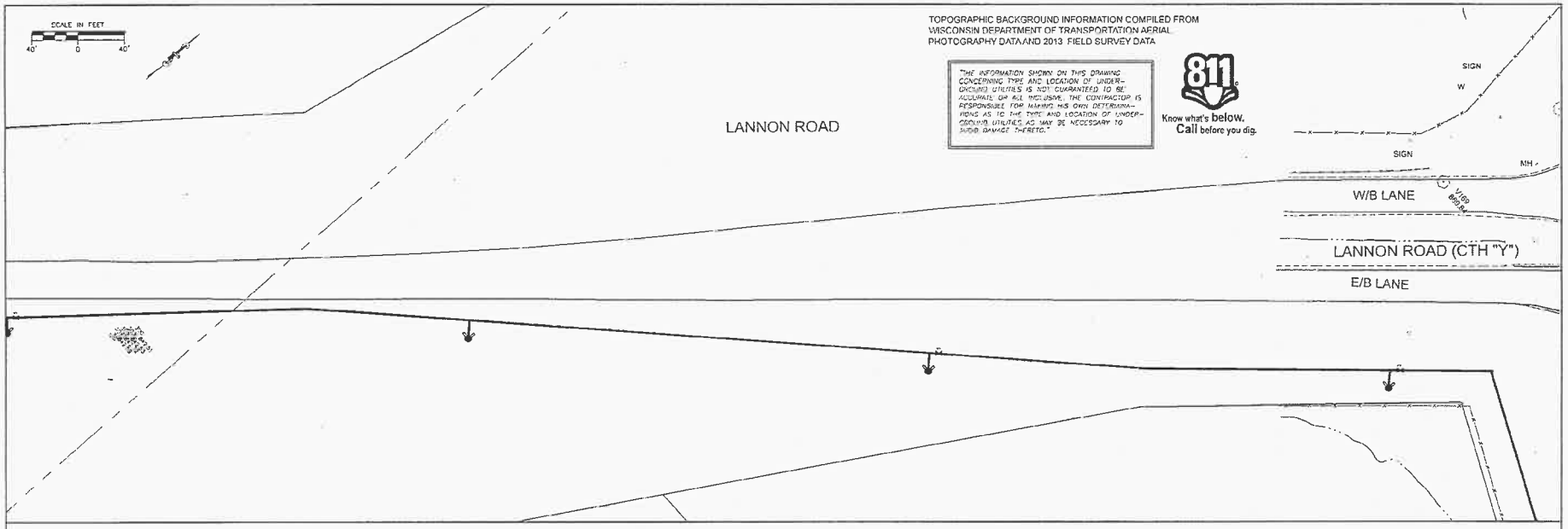

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LANNON-APPLETON WATERMAIN CONNECTOR
PLAN AND PROFILE - 16" WATER MAIN
APPLETON AVE FROM 10+00 TO
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ENGINEERING DEPARTMENT
Village of Germantown ...Willkommen

PROJECT NUMBER	1216
SHEET NUMBER	5

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ENGINEERING DEPARTMENT
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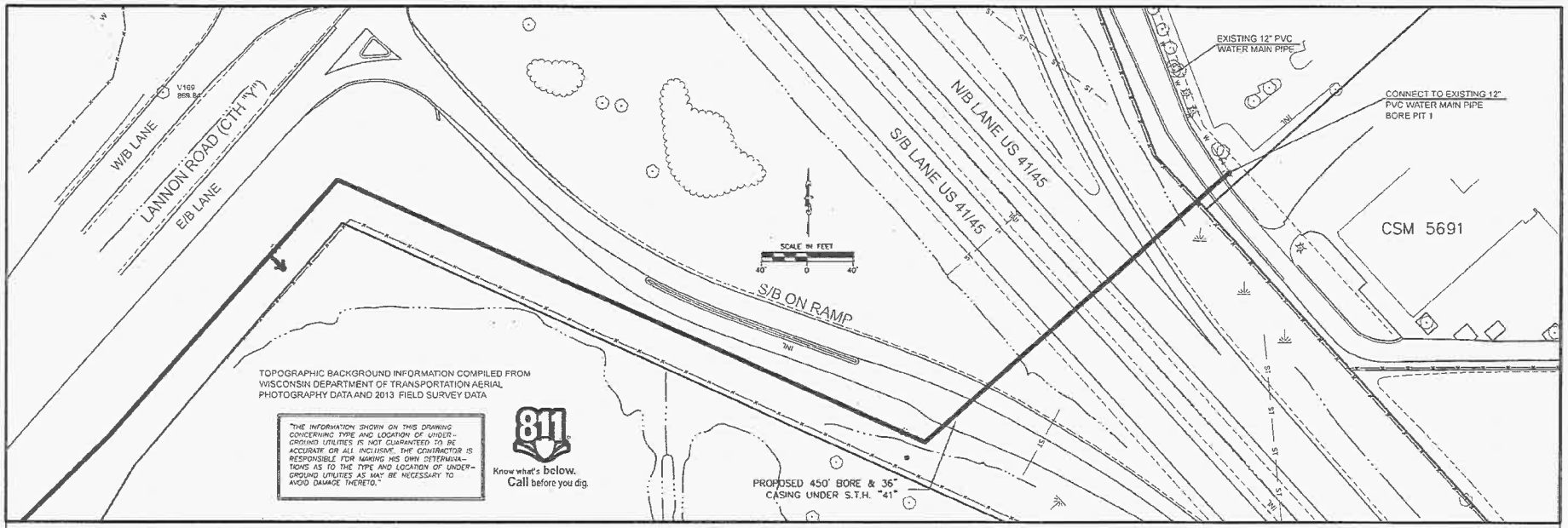

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LANNON-APPLETON WATERMAIN CONNECTOR
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ENGINEERING DEPARTMENT
Village of Germantown ...Willkommen

PROJECT NUMBER	1216
SHEET NUMBER	6

Lannon-Appleton Water Main Extension Project #1216
Bid Tab - Orig Bid

				STATISTICS			GLOBE Contractors			D.F. Tomasini Contractors			Super Excavators		
NO.	ITEM	UNIT	EST. QUANTITY	MEAN UNIT PRICE	STD DEV FROM UNIT PRICE	MEAN EXT. PRICE	UNIT PRICE	STD DEV TEST	EXTENDED PRICE	UNIT PRICE	STD DEV TEST	EXTENDED PRICE	UNIT PRICE	STD DEV TEST	EXTENDED PRICE
A01	Mobilization/Demobilization	L.S.	1	$16,333.33	$10,969.66	$16,333.33	$4,000.00	Warning	$4,000.00	$20,000.00	OK	$20,000.00	$25,000.00	OK	$25,000.00
A02	Traffic Control	L.S.	1	$9,666.67	$8,962.89	$9,666.67	$4,000.00	OK	$4,000.00	$5,000.00	OK	$5,000.00	$20,000.00	Warning	$20,000.00
A03	Wattles	L.F.	1,100	$7.00	$1.73	$7,700.00	$5.00	Warning	$5,500.00	$8.00	OK	$8,800.00	$8.00	OK	$8,800.00
A04	Inlet Protection	EA	2	$116.67	$38.19	$233.33	$75.00	Warning	$150.00	$125.00	OK	$250.00	$150.00	OK	$300.00
A05	Tracking Pad	L.S.	1	$1,900.00	$964.37	$1,900.00	$1,500.00	OK	$1,500.00	$1,200.00	OK	$1,200.00	$3,000.00	Warning	$3,000.00
A06	Sawcut Pavements	L.F.	620	$2.17	$0.29	$1,343.33	$2.00	OK	$1,240.00	$2.50	Warning	$1,550.00	$2.00	OK	$1,240.00
A07	Trench Materials (remove & dispose unused spoil, ex. pavements, etc.)	C.Y. (In-Situ)	809	$6.33	$3.21	$5,123.67	$4.00	OK	$3,236.00	$10.00	Warning	$8,090.00	$5.00	OK	$4,045.00
A08	16" Dia. HDPE Water Main Pipe in Casing Under USH 41/45, Boring Method (Incl. bore pits)	L.F.	445	$515.00	$67.27	$229,175.00	$440.00	Warning	$195,800.00	$570.00	OK	$253,650.00	$535.00	OK	$238,075.00
A09	16" Dia. HDPE Water Main Pipe, Boring Method (Incl. bore pits)	L.F.	850	$176.67	$40.41	$150,166.67	$140.00	OK	$119,000.00	$170.00	OK	$144,500.00	$220.00	Warning	$187,000.00
A10	12" Dia. HDPE Water Main Pipe, Open Excavation Method	L.F.	1,110	$133.00	$14.80	$147,630.00	$116.00	Warning	$128,760.00	$140.00	OK	$155,400.00	$143.00	OK	$158,730.00
A11	12 Dia. C900 PVC Water Main Pipe, Commerce Cir.	L.F.	20	$466.67	$76.38	$9,333.33	$450.00	OK	$9,000.00	$400.00	OK	$8,000.00	$550.00	Warning	$11,000.00
A12	6" Dia. HDPE Hydrant Lead Pipe	L.F.	36	$140.67	$55.51	$5,064.00	$90.00	OK	$3,240.00	$132.00	OK	$4,752.00	$200.00	Warning	$7,200.00
A13	Hydrant Assembly	EA	3	$5,166.67	$2,138.54	$15,500.00	$4,700.00	OK	$14,100.00	$3,300.00	OK	$9,900.00	$7,500.00	Warning	$22,500.00
A14	16" Gate Valve Assembly	EA	4	$8,666.67	$2,020.73	$34,666.67	$6,500.00	Warning	$26,000.00	$9,000.00	OK	$36,000.00	$10,500.00	OK	$42,000.00
A15	12" Gate Valve Assembly	EA	4	$3,450.00	$180.28	$13,800.00	$3,500.00	OK	$14,000.00	$3,250.00	Warning	$13,000.00	$3,600.00	OK	$14,400.00
A16	6" Gate Valve Assembly	EA	3	$1,528.33	$75.22	$4,585.00	$1,600.00	OK	$4,800.00	$1,450.00	Warning	$4,350.00	$1,535.00	OK	$4,605.00
A17	16" x 45° Bend Assembly	EA	2	$1,516.67	$1,098.10	$3,033.33	$2,200.00	OK	$4,400.00	$250.00	Warning	$500.00	$2,100.00	OK	$4,200.00
A18	12" x 45° Bend Assembly, STH 175	EA	2	$736.67	$512.87	$1,473.33	$1,100.00	OK	$2,200.00	$150.00	Warning	$300.00	$960.00	OK	$1,920.00
A19	12" x 30° Bend Assembly	EA	2	$253.33	$170.39	$506.67	$450.00	Warning	$900.00	$160.00	OK	$320.00	$150.00	OK	$300.00
A20	16" x 22-1/2° Bend Assembly	EA	2	$1,425.00	$1,041.93	$2,850.00	$2,100.00	OK	$4,200.00	$225.00	Warning	$450.00	$1,950.00	OK	$3,900.00
A21	12"x12" HDPE Tee Assembly, STH 175	EA	1	$483.33	$275.38	$483.33	$800.00	Warning	$800.00	$300.00	OK	$300.00	$350.00	OK	$350.00
A22	12" x 12" DI Tee Assembly, Commerce Cir.	EA	1	$1,708.33	$461.20	$1,708.33	$2,100.00	OK	$2,100.00	$1,200.00	Warning	$1,200.00	$1,825.00	OK	$1,825.00
A23	16"x6" Tee Assembly, Lannon Rd.	EA	1	$2,303.33	$1,862.80	$2,303.33	$2,600.00	OK	$2,600.00	$310.00	Warning	$310.00	$4,000.00	OK	$4,000.00
A24	12"x6" Tee Assembly, STH 175	EA	2	$945.00	$622.96	$1,890.00	$1,400.00	OK	$2,800.00	$235.00	Warning	$470.00	$1,200.00	OK	$2,400.00
A25	16"x12" Increaser, Commerce Cir.	EA	1	$1,741.67	$1,064.29	$1,741.67	$2,500.00	OK	$2,500.00	$525.00	Warning	$525.00	$2,200.00	OK	$2,200.00
A26	Bedding (Table 32, Standard Specifications for Sewer & Water Construction in Wisconsin)	TON (Weight Ticket)	483	$11.50	$1.32	$5,554.50	$12.00	OK	$5,796.00	$12.50	OK	$6,037.50	$10.00	Warning	$4,830.00
A27	Granular Backfill (under pavements, from bedding to 2.5' bgs) (Table 37, Standard Specifications for Sewer & Water Construction in Wisconsin)	TON (Weight Ticket)	293	$8.50	$1.50	$2,490.50	$7.00	OK	$2,051.00	$10.00	OK	$2,930.00	$8.50	OK	$2,490.50
A28	Slurry Backfill (under pavements, from 2.5' bgs to ex. base material elev.) (Sec. 8.43.9, Standard Specifications for Sewer & Water Construction in Wisconsin)	TON (Weight Ticket)	286	$69.33	$48.64	$19,829.33	$48.00	OK	$13,728.00	$35.00	OK	$10,010.00	$125.00	Warning	$35,750.00
A29	HMA Binder Course, Type E-3.0, 19 mm, PG 64°C-22°C	TON (Weight Ticket)	74	$141.17	$22.62	$10,446.33	$120.00	OK	$8,880.00	$138.50	OK	$10,249.00	$165.00	Warning	$12,210.00
A30	HMA Surface Course, Type E-3.0, 12.5 mm, PG 64°C-22°C	TON (Weight Ticket)	37	$126.17	$10.68	$4,668.17	$120.00	OK	$4,440.00	$138.50	Warning	$5,124.50	$120.00	OK	$4,440.00
A31	Tack Coat	GAL	2	$5.00	$0.00	$10.00	$5.00	OK	$10.00	$5.00	OK	$10.00	$5.00	OK	$10.00
A32	Topsoil, 4" Depth	TON (Weight Ticket)	322	$25.67	$5.13	$8,264.67	$20.00	Warning	$6,440.00	$27.00	OK	$8,694.00	$30.00	OK	$9,660.00
A33	Turf Restoration, Seed & Photodegradable Erosion Control Mat (NAG DS150 or equal)	S.Y.	2,165	$2.17	$0.76	$4,690.83	$3.00	Warning	$6,495.00	$1.50	OK	$3,247.50	$2.00	OK	$4,330.00
A34	Rock Blasting/Excavation/Removal	C.Y.	520	$78.33	$20.21	$40,733.33	$75.00	OK	$39,000.00	$100.00	Warning	$52,000.00	$60.00	OK	$31,200.00
A35	Rock Excavation/Removal (w/o Blasting)	C.Y.	280	$135.00	$83.52	$37,800.00	$120.00	OK	$33,600.00	$225.00	Warning	$63,000.00	$60.00	OK	$16,800.00
A36	Tree Removal & Replacement, 4" Dia., Commerce Cir.	EA	2	$666.67	$288.68	$1,333.33	$1,000.00	Warning	$2,000.00	$500.00	OK	$1,000.00	$500.00	OK	$1,000.00
			Sum (A01-A36)			$804,032.00			$679,266.00			$841,119.50			$891,710.50
				STATISTICS			GLOBE Contractors			D.F. Tomasini Contractors			Super Excavators		

Notes:
1) Bids will be reviewed by Public Works & Highway Committee during their March 10, 2014 meeting and Village Board during their March 17, 2014 meeting
2) "Warning" means unit price exceeds one standard deviation from the mean unit price

Lannon-Appleton Water Main Extension Project #1216
Bid Tab - Adjust-Contract

				STATISTICS			GLOBE Contractors			D.F. Tomasini Contractors			Super Excavators		
NO.	ITEM	UNIT	EST. QUANTITY	MEAN UNIT PRICE	STD DEV FROM UNIT PRICE	MEAN EXT. PRICE	UNIT PRICE	STD DEV TEST	EXTENDED PRICE	UNIT PRICE	STD DEV TEST	EXTENDED PRICE	UNIT PRICE	STD DEV TEST	EXTENDED PRICE
A01	Mobilization/Demobilization	L.S.	1	$16,333.33	$10,969.66	$16,333.33	$4,000.00	Warning	$4,000.00	$20,000.00	OK	$20,000.00	$25,000.00	OK	$25,000.00
A02	Traffic Control	L.S.	1	$9,666.67	$8,962.89	$9,666.67	$4,000.00	OK	$4,000.00	$5,000.00	OK	$5,000.00	$20,000.00	Warning	$20,000.00
A03	Wattles	L.F.	700	$7.00	$1.73	$4,900.00	$5.00	Warning	$3,500.00	$8.00	OK	$5,600.00	$8.00	OK	$5,600.00
A04	Inlet Protection	EA	2	$116.67	$38.19	$233.33	$75.00	Warning	$150.00	$125.00	OK	$250.00	$150.00	OK	$300.00
A05	Tracking Pad	L.S.	1	$1,900.00	$964.37	$1,900.00	$1,500.00	OK	$1,500.00	$1,200.00	OK	$1,200.00	$3,000.00	Warning	$3,000.00
A06	Sawcut Pavements	L.F.	620	$2.17	$0.29	$1,343.33	$2.00	OK	$1,240.00	$2.50	Warning	$1,550.00	$2.00	OK	$1,240.00
A07	Trench Materials (remove & dispose unused spoil, ex. pavements, etc.)	C.Y. (In-Situ)	549	$6.33	$3.21	$3,477.00	$4.00	OK	$2,196.00	$10.00	Warning	$5,490.00	$5.00	OK	$2,745.00
A08	16" Dia. HDPE Water Main Pipe in Casing Under USH 41/45, Boring Method (Incl. bore pits)	L.F.	445	$515.00	$67.27	$229,175.00	$440.00	Warning	$195,800.00	$570.00	OK	$253,650.00	$535.00	OK	$238,075.00
A09	16" Dia. HDPE Water Main Pipe, Boring Method (Incl. bore pits)	L.F.	0	$176.67	$40.41	$0.00	$140.00	OK	$0.00	$170.00	OK	$0.00	$220.00	Warning	$0.00
A10	12" Dia. HDPE Water Main Pipe, Open Excavation Method	L.F.	1110	$133.00	$14.80	$147,630.00	$116.00	Warning	$128,760.00	$140.00	OK	$155,400.00	$143.00	OK	$158,730.00
A11	12 Dia. C900 PVC Water Main Pipe, Commerce Cir.	L.F.	20	$466.67	$76.38	$9,333.33	$450.00	OK	$9,000.00	$400.00	OK	$8,000.00	$550.00	Warning	$11,000.00
A12	6" Dia. HDPE Hydrant Lead Pipe	L.F.	16	$140.67	$55.51	$2,250.67	$90.00	OK	$1,440.00	$132.00	OK	$2,112.00	$200.00	Warning	$3,200.00
A13	Hydrant Assembly	EA	3	$5,166.67	$2,138.54	$15,500.00	$4,700.00	OK	$14,100.00	$3,300.00	OK	$9,900.00	$7,500.00	Warning	$22,500.00
A14	16" Gate Valve Assembly	EA	3	$8,666.67	$2,020.73	$26,000.00	$6,500.00	Warning	$19,500.00	$9,000.00	OK	$27,000.00	$10,500.00	OK	$31,500.00
A15	12" Gate Valve Assembly	EA	4	$3,450.00	$180.28	$13,800.00	$3,500.00	OK	$14,000.00	$3,250.00	Warning	$13,000.00	$3,600.00	OK	$14,400.00
A16	6" Gate Valve Assembly	EA	3	$1,528.33	$75.22	$4,585.00	$1,600.00	OK	$4,800.00	$1,450.00	Warning	$4,350.00	$1,535.00	OK	$4,605.00
A17	16" x 45° Bend Assembly	EA	1	$1,516.67	$1,098.10	$1,516.67	$2,200.00	OK	$2,200.00	$250.00	Warning	$250.00	$2,100.00	OK	$2,100.00
A18	12" x 45° Bend Assembly, STH 175	EA	2	$736.67	$512.87	$1,473.33	$1,100.00	OK	$2,200.00	$150.00	Warning	$300.00	$960.00	OK	$1,920.00
A19	12" x 30° Bend Assembly	EA	2	$253.33	$170.39	$506.67	$450.00	Warning	$900.00	$160.00	OK	$320.00	$150.00	OK	$300.00
A20	16" x 22-1/2° Bend Assembly	EA	1	$1,425.00	$1,041.93	$1,425.00	$2,100.00	OK	$2,100.00	$225.00	Warning	$225.00	$1,950.00	OK	$1,950.00
A21	12"x12" HDPE Tee Assembly, STH 175	EA	1	$483.33	$275.38	$483.33	$800.00	Warning	$800.00	$300.00	OK	$300.00	$350.00	OK	$350.00
A22	12" x 12" DI Tee Assembly, Commerce Cir.	EA	1	$1,708.33	$461.20	$1,708.33	$2,100.00	OK	$2,100.00	$1,200.00	Warning	$1,200.00	$1,825.00	OK	$1,825.00
A23	16"x6" Tee Assembly, Lannon Rd.	EA	1	$2,303.33	$1,862.80	$2,303.33	$2,600.00	OK	$2,600.00	$310.00	Warning	$310.00	$4,000.00	OK	$4,000.00
A24	12"x6" Tee Assembly, STH 175	EA	2	$945.00	$622.96	$1,890.00	$1,400.00	OK	$2,800.00	$235.00	Warning	$470.00	$1,200.00	OK	$2,400.00
A25	16"x12" Increaser, Commerce Cir.	EA	1	$1,741.67	$1,064.29	$1,741.67	$2,500.00	OK	$2,500.00	$525.00	Warning	$525.00	$2,200.00	OK	$2,200.00
A26	Bedding (Table 32, Standard Specifications for Sewer & Water Construction in Wisconsin)	TON (Weight Ticket)	253	$11.50	$1.32	$2,909.50	$12.00	OK	$3,036.00	$12.50	OK	$3,162.50	$10.00	Warning	$2,530.00
A27	Granular Backfill (under pavements, from bedding to 2.5' bgs) (Table 37, Standard Specifications for Sewer & Water Construction in Wisconsin)	TON (Weight Ticket)	293	$8.50	$1.50	$2,490.50	$7.00	OK	$2,051.00	$10.00	OK	$2,930.00	$8.50	OK	$2,490.50
A28	Slurry Backfill (under pavements, from 2.5' bgs to ex. base material elev.) (Sec. 8.43.9, Standard Specifications for Sewer & Water Construction in Wisconsin)	TON (Weight Ticket)	166	$69.33	$48.64	$11,509.33	$48.00	OK	$7,968.00	$35.00	OK	$5,810.00	$125.00	Warning	$20,750.00
A29	HMA Binder Course, Type E-3.0, 19 mm, PG 64°C-22°C	TON (Weight Ticket)	74	$141.17	$22.62	$10,446.33	$120.00	OK	$8,880.00	$138.50	OK	$10,249.00	$165.00	Warning	$12,210.00
A30	HMA Surface Course, Type E-3.0, 12.5 mm, PG 64°C-22°C	TON (Weight Ticket)	37	$126.17	$10.68	$4,668.17	$120.00	OK	$4,440.00	$138.50	Warning	$5,124.50	$120.00	OK	$4,440.00
A31	Tack Coat	GAL	2	$5.00	$0.00	$10.00	$5.00	OK	$10.00	$5.00	OK	$10.00	$5.00	OK	$10.00
A32	Topsoil, 4" Depth	TON (Weight Ticket)	262	$25.67	$5.13	$6,724.67	$20.00	Warning	$5,240.00	$27.00	OK	$7,074.00	$30.00	OK	$7,860.00
A33	Turf Restoration, Seed & Photodegradable Erosion Control Mat (NAG DS150 or equal)	S.Y.	1765	$2.17	$0.76	$3,824.17	$3.00	Warning	$5,295.00	$1.50	OK	$2,647.50	$2.00	OK	$3,530.00
A34	Rock Blasting/Excavation/Removal	C.Y.	520	$78.33	$20.21	$40,733.33	$75.00	OK	$39,000.00	$100.00	Warning	$52,000.00	$60.00	OK	$31,200.00
A35	Rock Excavation/Removal (w/o Blasting)	C.Y.	280	$135.00	$83.52	$37,800.00	$120.00	OK	$33,600.00	$225.00	Warning	$63,000.00	$60.00	OK	$16,800.00
A36	Tree Removal & Replacement, 4" Dia., Commerce Cir.	EA	2	$666.67	$288.68	$1,333.33	$1,000.00	Warning	$2,000.00	$500.00	OK	$1,000.00	$500.00	OK	$1,000.00
			Sum (A01-A36)			$621,625.33			$533,706.00			$669,409.50			$661,760.50
				STATISTICS			GLOBE Contractors			D.F. Tomasini Contractors			Super Excavators		

Notes:
1) Bids will be reviewed by Public Works & Highway Committee during their March 10, 2014 meeting and Village Board during their March 17, 2014 meeting
2) "Warning" means unit price exceeds one standard deviation from the mean unit price

XI. D

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: May 19, 2014

AGENDA ITEM: New Business

ITEM TITLE: Board Position Regarding Prospective STP-M Funds Availability for the Donges Bay Road Reconditioning Project

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer

SUMMARY EXPLANATION:

Purpose:

1. Establish the Village Board's position regarding prospective STP-M funds availability for the Donges Bay Road Reconditioning project for the upcoming May 27, 2014 meeting with Wisconsin DOT, SEWRPC, Milwaukee County, City of Milwaukee, City of Greenfield and City of Oak Creek.
2. This agenda item is NOT intended for establishing the project's design criteria.

Project History:

1. See attached *Collection of Board/Committee/Commission Actions*
    a. Note 38 public meetings have been conducted regarding this project since Mar., 2005

Prospective STP-M Funds Available:

1. $5.3± million may be returned by Milwaukee County and City of Milwaukee.
2. Wisconsin DOT brokered a May 27, 2014 meeting amongst the aforementioned parties to establish a sharing agreement
    a. Min. STP-M funding permitted is 50% of Project Cost

Community	100% Project Cost	50% STP-M Funding
Germantown	$4,111,250	$2,055,625
Greenfield	$4,320,835	$2,160,418
Oak Creek	$3,476,300	$1,738,150
Total		$5,954,193

    b. One community would need to be denied STP-M funds since the $5.9 million needed exceeds the $5.3 million that may be available
3. Oak Creek used local funds (not STP-M) funds for their design; therefore, they do not have to repay FHWA any funds
4. Germantown and Greenfield used STP-M funds for their designs; therefore, both would have to repay FHWA if they don't receive STP-M funds for construction
    a. $191,249.70 would have to repaid by Germantown
5. If Oak Creek is denied STP-M funds, the funds may be redistributed between Germantown and Greenfield

Community	100% Project Cost	63% STP-M Funding
Germantown	$4,111,250	$2,584,133
Greenfield	$4,320,835	$2,715,866
Total		$5,300,000

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

Reason to Pursue STP-M Funding:

1. Germantown's construction cost contribution would be $290 -$775 thousand less by using STP-M funds as compared to not using STP-M funds (local project).

Community	STP-M Project	Local Project
Germantown's cost contribution	$1,527,117	$1,555,818.66 to $2,040,709.17
Germantown's repayment to FHWA	N/A	$191,250
Germantown's design conversion to local project	N/A	$70,000
Totals	$1,527,117	$1,817,068.66 to $2,301,959.17

ATTACHMENTS:

- *Collection of Board/Committee/Commission Actions*
- *Donges Bay Road Municipal Design Cost Workup Summary – 5/13/2014*

RECOMMENDATION:

Direct staff to communicate the following to the Wisconsin DOT, SEWRPC, Milwaukee County, City of Milwaukee, City of Greenfield and City of Oak Creek:

1. The Village Board desires to pursue prospective STP-M funds for the Donges Bay Road Reconditioning Project to the maximum extent possible; and
2. In event one community needs to be denied STP-M funds so that the two remaining communities be funded, the Village Board recommends that Oak Creek be denied since they would have no repayment obligations to the FHWA (Germantown and Greenfield would have repayment obligations).

Direct staff to return to the Village Board on June 2, 2014, regarding results from the May 27, 2014 meeting with the aforementioned parties.

COMMITTEE ACTION:

See attached *Collection of Board/Committee/Commission Actions*

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

Item #	Committee/Board Meeting	Critical Discussion/Action
1	1/7/2014 PWHC	DONGES BAY ROAD PROJECT - UPDATE
2	12/9/2013 PC	DONGES BAY ROAD SIDEWALK IMPROVEMENT DISCUSSION MOTION by Stauffacher, second by Gray to recommend the Donges Bay reconstruction be for two 12 foot driving lanes with shoulders that are at a minimum to meet the required safety concerns with 2 feet of shoulder being paved and a 6 foot path/sidewalk on the North side. With the condition if after the Village Engineer reviews the consultant's analysis and it shows that the path is configured better on the north side than the south side then bring it back to the Commission; if it shows the south side would be more impacted than the north side then it should go back to the Commission or if its not going to change what side the path goes on then it will come back to Commission. Either way Engineer Bischke can report back to the Commission. Motion to approve as amended carried 4-2 (Warren, Yokes). MOTION to Amend by Baum, second by Stauffacher to make a recommendation to have the Public Safety Committee evaluate changign the speed limit on Donges Bay Road to 35 mpg. Motion to amend carried unanimously.
3	12/3/2013 PWHC	DONGES BAY ROAD PROJECT - UPDATE
4	11/20/2013 PRC	DONGES BAY ROAD PEDESTRIAN/BIKE PATHWAYS MOTION by Laszewski, seconded by Coulthurst to recommend an 8 ft. wide grass terrace path, 2 ft. paved & 6 ft. unpaved, on the north side of Donges Bay Road from Division Road to Magnolia and to abandon the existing paths on the south side of Donges Bay Road. Ayes: 6.
5	11/18/2013 VB	A RESOLUTION OBJECTING TO THE VOTE OF THE SEWRPC ADVISORY COMMITTEE ON TRANSPORTATION SYSTEM PLANNING AND PROGRAMMING FOR THE MILWAUKEE URBANIZED AREA DENYING FUNDING FOR THE VILLAGE'S DONGES BAY ROAD PROJECT MOTION (Baum/Hughes) to approve Resolution Objecting to the Vote of the SEWRPC Advisory Committee on Transportation System Planning and Programming for the Milwaukee Urbanized Area Denying Funding for the Village's Donges Bay Road Project. MOTION (Zabel/Hughes) to amend the motion for legal to make the technical changes as appropriate, carried unanimously. Motion as amended, carried unanimously.
6	11/5/2013 PWHC	DONGES BAY ROAD PROJECT - UPDATE
7	10/7/2013 VB	PRESIDENT'S REPORT Explained loss of Federal funding for replacement of Donges Bay Road through rating system of SEWRPC program.
8	8/6/2013 PWHC	DONGES BAY ROAD - TRANS 75 EXCEPTION Project didn't qualify for Complete Streets exception.
9	6/25/2013 PWHC	SELECTION OF TEMPLATE - DONGES BAY ROAD MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to propose the conceptual Rural Alternative (2x12' travel lanes, 2x5' paved shoulder/bike lane, 2x2' gravel shoulder) for the Donges Bay Road project. Motion carried unanimously.
10	6/25/2013 PAC	PROJECT ADVISORY COMMITTEE MEETING #2
11	6/10/2013 PIM	PUBLIC INFORMATION MEETING #2
12	5/22/2013 PAC	PROJECT ADVISORY COMMITTEE MEETING #1
13	4/16/2013 VB	APPROVE INCORPORATION OF THE FOLLOWING WITH THE DONGES BAY ROAD 2013-2018 STP URBAN PROGRAM APPLICATION: 1) FIVE FOOT SIDEWALKS/PATHS SHALL BE LOCATED ON EACH SIDE OF THE ROADWAY, 2) PURCHASE LAND AS NEEDED FOR THE SIDEWALK PLACEMENT, AND 3) AUTHORIZE THE VILLAGE PRESIDENT TO SIGN THE WDOT 2013-2018 STP-URBAN PROGRAM APPLICATION AND ALLOW STAFF TO SUBMIT THE APPLICATION TO THE DOT MOTION (Zabel/Baum) to approve Item L and authorize Village President to sign documents. Roll call vote, carried unanimously.
14	4/2/2013 PWHC	RIGHT OF WAY AND SIDEWALKS - DONGES BAY ROAD MOTION made by Vanderheiden, seconded by Zabel recommending the consultant proceed with the design of 5 foot sidewalks on each side of Donges Bay Road and purchase land as needed for the sidewalks. Motion carried unanimously.

15	2/28/2013 PIM	PUBLIC INFORMATION MEETING #1
16	7/16/2012 VB	AWARD FOR CONTRACT FOR ENGINEERING SERVICES - DONGES BAY ROAD MOTION by Zabel, second by Kaminski to approve the contract for engineering services for Donges Bay Road as presented ($444,407.83). Roll call vote: Ayes (Ewert, Hughes, Kaminski, Vanderheiden, Werderman, Zabel, Wolter), Nays (None), Absent (Baum). Motion carried. Ayes: 7. Nays: 0. Absent: 1.
17	4/17/2012 VB	DONGES BAY ROAD - SELECTION OF ENGINEER CONSULTANT MOTION made by Vanderheiden, second by Baum to accept the Consent Agenda. Roll call vote was taken, all present voted aye. Motion carried.
18	4/3/2012 PWHC	DONGES BAY ROAD - SELECTION OF ENGINEER CONSULTANT MOTION made by Zabel, seconded by Vanderheiden to forward to the Village Board with a positive recommendation authorizing the selection of R.A. Smith National as the Selected Proposer contingent upon WDOT approval of firm selection under the Quality Based Selection (QBS) process by the WDOT Statewide Consultant Manager. Motion carried unanimously.
19	1/16/2012 VB	DONGES BAY ROAD - STATE/MUNICIPAL AGREEMENT MOTION by Ewert, second by Baum to approve the Donges Bay Road State Municipal Agreement for design engineering services. Roll call vote: Ayes (Baum, Ewert, Hughes, Kaminski, Vanderheiden, Wing, Zabel, Wolter), Nays: 0, Absent (Werderman). Motion carried. Ayes 8, Nays 0, Absent 1.
20	9/19/2011 VB	DONGES BAY PATCHING MOTION by Vanderheiden, second by Ewert to approve the consent agenda minus the minutes. Roll call vote was taken, all present voted aye. Motion carried.
21	9/6/2011 PWHC	DONGES BAY ROAD PATCHING MOTION made by Zabel, seconded by Kaminski to forward to Village Board with a positive recommendation to contract Stark Asphalt on the original proposal for an amount of $18,520.00 for the road patching repair on Donges Bay Road at the Windsong Circle and Wagon Trail intersections. Motion unanimously carried.
22	8/23/2011	SEN. DARLING AND REP. KNODL MEETING Trustee Zabel, DPW Dir. Ludwig, Engineer Bischke, Holly Basting, Brian Dolk
23	7/19/2010 VB	DONGES BAY ROAD - STP URBAN PROGRAM APPLICATION MOTION by Zabel, second by Wing to direct staff to submit an application for STP funding from the Dept. of Transportation using 3R criteria and specifying Priority 1 for design and Priority 2 for construction. Roll call vote was taken, all present voted aye. Motion carried. CITIZEN INPUT/PUBLIC APPEARANCE Residents abutting Donges Bay Road objected to Two-Way-Left-Turn-Lane.
24	7/6/2010 PWHC	DONGES BAY ROAD - STP URBAN PROGRAM APPLICATION MOTION made by Vanderheiden, seconded by Kaminski to forward to the Village Board with a positive recommendation to accept the proposed cross-section (2x12' traffic lanes, 1x12' Two-Way-Left-Turn-Lane, 2x31" curb, 2x5' terrace, 2x5' bike/ped path) for Donges Bay Road as presented, and allow staff to apply for STP-Urban funding for design upon the Village President's signature. Motion carried 3-1 (Zabel).
25	5/17/2010 VB	ACCEPTANCE OF PERMANENT LIMITED EASEMENT - DONGES BAY ROAD SAFETY LANE MOTION by Venderheiden, second by Baum to accept the permanent limited easement. MOTION by Kaminski, second by Baum to amend the motion to accept the permanent limited easement and re-negotiate with the owner at a maximum cost of $500.00. All present voted aye to amend. Roll call vote was taken on the motion as amended, all present voted aye. Motion carried. AWARD OF CONTRACT - DONGES BAY SAFETY LANE MOTION by Ewert, second by Kaminski to award the contract to Payne & Dolan in the amount of $49,797. All present voted aye excepting Zabel nay. Motion carried.
26	5/12/2010 PWHC	AWARD OF CONTRACT - DONGES BAY ROAD SAFETY LANE MOTION made by Kaminski, seconded by Vanderheiden to recommend the bid (Payne & Dolan NTE $49,797.00) to the Village Board. Motion carried 2-1 (Zabel).

27	5/4/2010 PWHC	ACCEPTANCE OF PLE - DONGES BAY ROAD SAFETY LANE MOTION made by Vanderheiden, seconded by Kaminiski to forward to the Villge Board with a positive recommendation to approve the Permanent Limited Easement required for the Donges Bay Road Safety Lane once accepted by the property owner. Motion carried unanimously.
28	9/1/2009 PWHC	DONGES BAY ROAD RECONSTRUCTION COST ALTERNATIVES MOTION made by Zabel, seconded by Kaminksi authorizing staff to include $870,000 in the 2010 Capital Improvement Budget for the Donges Bay Road reconstruction. Motion carried unanimously.
29	8/4/2009 PWHC	REQUEST FOR BIKE PATH/SIDEWALK ON DONGES BAY ROAD EAST OF PILGRIM ROAD MOTION made by Zabel, seconded by Kaminski to direct staff to include the Donges Bay Road reconstruction project in the 2010 Capital Budget based on 1) using STP funds and guidelines on the cost per mile for an urban section, and 2) look at costs to pulverize and repave Donges Bay Road. Motion carried unanimously.
30	11/5/2008 PWHC	DONGES BAY ROAD PATHWAY, EAST OF PILGRIM ROAD TO WIND SONG SUBDIVISION
31	10/7/2008 PWHC	DONGES BAY ROAD PATHWAY, EAST OF PILGRIM ROAD TO WIND SONG SUBDIVISION MOTION made by Langer, seconded by Zabel authorizing staff to review the placement of a pathway on the north side of Donges Bay Road east of Pilgrim Road and return to the November Public Works Meeting with the updates. Motion carried unanimously.
32	8/5/2008 PWHC	REQUEST FOR BIKE PATH/SIDEWALK ON DONGES BAY ROAD EAST OF PILGRIM ROAD MOTION made by Zabel, seconded by Langer requesting staff to obtain a preliminary estimate for the completion of sidewalk to include a crosswalk/signage on the south side fo Donges Bay Road east of Pilgrim Road and research un-designated sidewalk funding available in 2008. Motion carried unanimously.
33	11/20/2006 VB	APPROVAL OF AGREEMENT - DONGES BAY ROAD INTERGOVERNMENTAL AGREEMENT MOTION by Steitz, second by Ewert to approve the recommendation of the Public Works Committee to continue with this project and pursue the grant for funding. MOTION by Steitz, second by Ewert to continue to pursue the grant for the Donges Bay Road Intergovernmental Agreement upon recommendation of the Planning Commission. Roll call vote: Ayes (Ewert, Sorce, Steitz, Hargan), Nays (Bech, Kempinski, Vanderheiden, Zabel). Motion defeated by the tie vote.
34	10/16/2006 VB	APPROVAL OF AGREEMENT - DONGES BAY ROAD INTERGOVERNMENTAL AGREEMENT MOTION by Hargan, second by Ewert, to postpone action until information is provided by DPW on what is recommended and the traffic count. Motion carried without negative vote.
35	10/3/2006 PWHC	DONGES BAY ROAD RECONSTRUCTION AGREEMENT MOTION made by Steitz, seconded by Sorce to forward to Village Board with a positive recommendation the Donges Bay Road Reconstruction Agreement (2 lane urban roadway w/ parking, $4,522,000 btwn Fond du Lac and Pilgrim, w/ $900,000 Village cost). Motion carried 3-1 (Vanderheiden).
36	2/7/2006 PWHC	SURFACE TRANSPORTATION PROGRAM PROJECTS FOR THE URBANIZED MILWAUKEE AREA - FISCAL YEARS 2007-2009 MOTION made by Steitz, seconded by Sorce to forward to the Village Board with a positive recommendation the year 2007-2009 cost share intergovernmental agreement for the Donges Bay Road Surface Transportation Program Project from Fond du Lac Avenue to Pilgrim Road. Motion carried unanimously.
37	4/5/2005 PWHC	APPLICATION FOR STP-M FUNDING REVISITED MOTION made by Vanderheiden, seconded by Steitz authorizing staff to submit an application to the WDOT for the STP-M Funding for the reconstruction of Donges Bay Road from Fond du Lac Avenue to Pilgrim Road as a two lane urban cross section with turning lanes. Motion carried unanimously.

38	3/1/2005 PWHC	AUTHORIZATION TO SUBMIT APPLICATION FOR STP-M FUNDING - DONGES BAY ROAD (Fond du Lac Avenue to Pilgrim Road) MOTION made by Steitz, seconded by Langer authorizing staff to submit an application to the WDOT for the STP-M funding for the reconstruction of Donges Bay Road from Fond du Lac to Pilgrim Road. Motion carried unanimously.
Item #	**Committee/Board Meeting**	**Critical Discussion/Action**

Item #	Item	Ttl Cost	
	EXISTING PAVEMENT FOOTPRINT	$599,109.18	Completed
	2' SHOULDERS	$66,532.40	Completed
	DRIVEWAYS & SIDE ROADS	$91,390.55	Completed
	DITCHES & CULVERTS	$511,487.19	Completed
	ADD. BY-PASS & TURN LANES	$113,427.64	Completed
	ADD. 4' PAVED SHOULDER (6' TTL)	$194,458.70	Completed
	PILGRIM SIGNALS & TURN LANES	$204,351.97	Completed
	ADD. 8' MULTI-USE PATH	$177,004.17	Completed
	JEFFERSON DITCH CROSSING	$82,947.36	Completed
	TOTAL	**$2,040,709.17**	

	EXISTING PAVEMENT FOOTPRINT				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Pulverize	26222	SY	$0.46	$12,062.12
	Removal, Asphalt	1535	CY (in-situ)	$10.26	$15,749.10
	Removal, Base & Subbase	2180	CY (in-situ)	$9.00	$19,620.00
	1-1/4" Base	4178	TON	$9.60	$40,108.80
	HMA Binder	5868	TON	$42.88	$251,619.84
	HMA Surface	3827	TON	$50.39	$192,842.53
	Tack Coat	1772	GAL	$1.90	$3,366.80
	Striping, Lanes	38648	LF	$0.24	$9,275.52
	SubTotal				$544,644.71
	Contingencies & Incidentals (10%)				$54,464.47
					$599,109.18

	2' SHOULDERS				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Removal, Base & Subbase	1732	CY (in-situ)	$9.00	$15,588.00
	Shoulder Construction	2806	TON	$16.00	$44,896.00
	SubTotal				$60,484.00
	Contingencies & Incidentals (10%)				$6,048.40
					$66,532.40

	DRIVEWAYS & SIDE ROADS				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Removal, Asphalt	440	CY (in-situ)	$10.26	$4,514.40
	Removal, Base & Subbase	1174	CY (in-situ)	$9.00	$10,566.00
	1-1/4" Base	1815	TON	$9.60	$17,424.00
	HMA Binder	663	TON	$42.88	$28,429.44
	HMA Surface	432	TON	$50.39	$21,768.48
	Tack Coat	200	GAL	$1.90	$380.00
	SubTotal				$83,082.32
	Contingencies & Incidentals (10%)				$8,308.23
					$91,390.55

	DITCHES & CULVERTS				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Common Excavation	8366	CY (in-situ)	$11.00	$92,026.00
	Top Soil	3828	CY (weight ticket)	$27.00	$103,356.00
	Turf Restoration, Seeding/Photo Matting	11069	SY	$1.45	$16,050.05
	Turf Restoration, Hydroseeding/Watering	16603	SY	$0.70	$11,622.10
	8" PVC	20	LF	$37.38	$747.60
	12" CMP	465	LF	$34.18	$15,893.70
	15" CMP	675	LF	$39.66	$26,770.50
	24" CMP	60	LF	$43.82	$2,629.20
	24"x36" CMP	30	LF	$63.00	$1,890.00
	12" RCP	88	LF	$35.00	$3,062.50
	15" RCP	495	LF	$49.26	$24,383.70
	18" RCP	315	LF	$73.65	$23,199.75
	21" RCP	138	LF	$84.00	$11,592.00
	36" RCP	126	LF	$115.00	$14,490.00
	36"x42" RCP	75	LF	$129.11	$9,683.25
	Manholes/Catch Basins	36	VF	$622.00	$22,392.00
	Ditch Checks for MMSD Ch 13 SWM	142	EA	$600.00	$85,200.00
	SubTotal				$464,988.35
	Contingencies & Incidentals (10%)				$46,498.84
					$511,487.19

	ADD. BY-PASS & TURN LANES				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Removal, Base & Subbase	2017	CY (in-situ)	$9.00	$18,153.00
	1-1/4" Base	2268	TON	$9.60	$21,772.80
	HMA Binder	828	TON	$42.88	$35,504.64
	HMA Surface	540	TON	$50.39	$27,210.60
	Tack Coat	250	GAL	$1.90	$475.00
	SubTotal				$103,116.04
	Contingencies & Incidentals (10%)				$10,311.60
					$113,427.64

	ADD. 4' PAVED SHOULDER (6' TTL)				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Removal, Base & Subbase	3465	CY (in-situ)	$9.00	$31,185.00
	1-1/4" Base	3896	TON	$9.60	$37,401.60
	HMA Binder	1423	TON	$42.88	$61,018.24
	HMA Surface	920	TON	$50.39	$46,358.80
	Tack Coat	430	GAL	$1.90	$817.00
	SubTotal				$176,780.64
	Contingencies & Incidentals (10%)				$17,678.06
					$194,458.70

	PILGRIM SIGNALS & TURN LANES				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Traffic Signals	1	LS	##########	$150,000.00
	Removal, Base & Subbase	270	CY (in-situ)	$9.00	$2,430.00
	1-1/4" Base	305	TON	$9.60	$2,928.00
	HMA Binder	64	TON	$42.88	$2,744.32
	HMA Surface	101	TON	$50.39	$5,089.39
	Tack Coat	24	GAL	$1.90	$45.60
	Curb and Gutter	420	LF	$16.80	$7,056.00
	SubTotal				$170,293.31
	Contingencies & Incidentals (20%)				$34,058.66
					$204,351.97

	ADD. 8' MULTI-USE PATH				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Removal, Asphalt	716	CY (in-situ)	$10.26	$7,346.16
	Removal, Base & Subbase	2863	CY (in-situ)	$9.00	$25,767.00
	1-1/4" Base	3108	TON	$9.60	$29,836.80
	HMA Binder	1175	TON	$42.88	$50,384.00
	HMA Surface	928	TON	$50.39	$46,761.92
	Tack Coat	430	GAL	$1.90	$817.00
	SubTotal				$160,912.88
	Contingencies & Incidentals (10%)				$16,091.29
					$177,004.17

	JEFFERSON DITCH CROSSING				
Item #	Item	Qty	Unit	Unit $	Ext. $
	Excavation Below Subgrade	296	CY (in-situ)	$10.00	$2,960.00
	36"x60" RCP	156	LF	$145.00	$22,620.00
	Granular Backfill	177	TON	$14.50	$2,566.50
	Slurry Backfill	303	TON	$32.10	$9,726.30
	Beam Guard	150	LF	$25.00	$3,750.00
	Rip-Rap	20	TON	$25.00	$500.00
	Retaining Wall	600	SF	$45.00	$27,000.00
	SubTotal				$69,122.80
	Contingencies & Incidentals (20%)				$13,824.56
					$82,947.36