

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, FEBRUARY 16, 2015 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 –February 16, 2015 Regular Village Board Meetings
 - B. Accounts payable/payroll
 1. January , 2015 Accounts Payable \$ 34,515.48
 2. February 10, 2015 Accounts Payable \$ 1,251,834.76
 3. February 11, 2015 Payroll (hourly) \$ 213,071.11
 4. February 13, 2015 Payroll (salary) \$ 77,826.94
 - C. Operator Licenses: February 17, 2015 - June 30, 2015:
Kevin Dobson, Judith Greve, Kelley Scheidegger, Robert Wiedenfeld, Craig Wolf
The following items were forwarded from the Public Safety Committee with a unanimous recommendation:
 - D. Recommendation to Approve Changeovers for New Squads by General Fire in an Amount Not to Exceed \$25,000 from Account #10-521-570-8100

VII. CONSENT AGENDA – continued:

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

- E. Recommended Approval to Purchase of One 2015 Chevrolet 2500 HD Silverado Truck from Bob Fish Chevrolet for the Amount of \$34,734 with Funds Allocated From the Capital Budget Account #50-180-183-3920
- F. Recommended Approval to Purchase of Five Online CL2 Analyzers from Hach Co. for the Amount of \$16,615 for the Well Houses With Funds Allocated From Account #50-180-183-3210
- G. Recommended Approval of Three Year Contract with Johnson Controls as Part of a Planned Service Agreement to Cover the Heating and Colling System for the Library, with Funds Allocated From Account #10-519-530-5251
- H. Recommended approval of a Contract with General Communications for the Maintenance of the Village's Radio System, Three Times Per Year, for the Amount of \$1,260 with Funds Allocated From Account #10-519-530-4400
- I. Recommended Approval to Contract Marine Biochemist for the Treatment of Algae Three Times Seasonally in the Village of Germantown/WAGO Pond at a cost of \$1,800 and Treatment as Needed in the Friedenfeld Park Pond at a Cost of \$609.00 per Treatment, with Funds Allocated From Account #10-542-530-4100 and #10-553-530-4100
- J. Recommended Approval to Purchase 340 T-8 LED Lamps From Neu-Tech at a Cost Not to Exceed \$11,560 and to Allow Staff to Use Any Unused Funds to Convert Various Other LED Lamps at the Library
- K. Recommended Approval to Purchase Crack Filling Material for Village Roads From Sherwin Industries at a cost of \$.4874 Per Pound Not to Exceed 35,000 Pounds with Funds to be Allocated From Account #10-542-530-3505
- L. Recommended Approval of the 2014 MMSD Chapter 13 Annual Report and Authorize Signature by the Village Board President for Submission to MMSD
- M. Recommended Approval of the 2014 WI DNR MS4 Annual Report and Authorize Signature by the Village Board President for Submission to the WDNR
- N. Recommended Approval of the Proposed 2015 Village Labor and Equipment Rates

VIII. UNFINISHED BUSINESS: None

IX. 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. Richard & Catherine Evers, Agent for John & Ellen Kuber, Property Owner of Parcel #051-997 (W200N14144 Rocky Lane, Richfield, WI; ½ Mile North of Cedar Lane) and Applicant to Rezone Portions of the Lands From the A-1: Agricultural District to the Rs-1: Single family and A-2: Agricultural District Pursuant to the Village Code

X. NEW BUSINESS:

- A. **Ordinance No. 03-15** Amending the Zoning Code of the Village of Germantown to Rezone Portions of the Lands From the A-1: Agricultural District to the Rs-1: Single Family and A-2: Agricultural District; 2-Lot Certified Survey Map (**CSM**) for Parcel #051-997 (W200N14144 Rocky Lane, Richfield, WI; ½ Mile North of Cedar Lane), Richard & Catherine Evers, Agent for John & Ellen Kuber, Property Owner and Applicant
- B. Request for Approval of State/Municipal Agreement for Fond du Lac Ave – Donges Bay Road Intersection & Utility Update
- C. Request to Award Water Main Contract – Appleton Ave Extension and Lakewood Condos Relay Contract
- D. Recommendation to Lower Speed Limit on Donges Bay Road to 35 mph Between Division Road and Fond du Lac Ave
- E. Request to Approve **Resolution No. 07-15** Establishing a Schedule for Fire Department Inspection and Permit Fees
- F. Amendment to MLG-Commercial Listing Contract for the TID #4 Business Park
- G. Amendment No. 3 to Declaration of Restrictions and Covenants for Germantown Business Park TIF #4

XI. ADJOURNMENT

The next Village Board meeting will be on March 2, 2015 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
February 2, 2015**

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

ROLL CALL: President Wolter, Trustees Baum, Daniels, Hughes, Kaminski, Miller, Vanderheiden, Warren and Zabel. Also present: Administrator Schornack, Attorney Sajdak, Finance Director Rath, DPW Director Ludwig, Police Captain Snow and Clerk Goeckner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: None

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST & COMMITTEE REPORTS: Upcoming meetings were announced as well as other items of interest by Trustees.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:
Richard Bruce N104W15446 Donges Bay Road – Spoke regarding plans for Donges Bay Road project and meeting with Engineer Bischke

CONSENT AGENDA:

- A. Minutes – September 29, 2014 Special Village Board and January 19, 2015 Regular Village Board Meetings
- B. Accounts payable/payroll
 - 1. January 25, 2015 Accounts Payable \$ 383,061.14
 - 2. January 27, 2015 Payroll (hourly) \$ 210,377.17
 - 3. January 30, 2015 Payroll (salary) \$ 76,100.16
- C. Operator Licenses: February 3, 2015 - June 30, 2015:
Kaitlynn Sommers

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

- D. Recommended Approval to Renew the Investment Advisory Agreement with Ehler's Investment Partners

MOTION (Baum/Zabel) to approve Items A-D, by roll call vote, carried.

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. Issuance Of Industrial Development Revenue Bonds, Series 2015 ((Machining Concepts, Inc. Project), In An Aggregate Amount Not To Exceed \$2,140,000, Pursuant To Section 66.1103 Of The Wisconsin Statutes, To Finance A Project To Be Owned By Germantown Realty Investment LLC, A Wisconsin Limited Liability Company, Located At W188N12050 Maple Road, Germantown, WI
President Wolter opened the hearing at 7:10 p.m.
No one spoke at the hearing
President Wolter closed the hearing at 7:11 p.m.

NEW BUSINESS:

- A. Final Resolution No. 05-15 Regarding Industrial Development Revenue Bond Financing for Machining Concepts, Inc. Project
MOTION (Baum/Miller) to Approve Resolution No. 05-15 as presented. Trustee Zabel questioned the differing amounts between Exhibit A and the final resolution. Initial resolution was for an amount not to exceed \$2.5 million and final resolution amount is less than that. **Carried.**
- B. Request to Purchase Squads
Captain Snow presented information on the bid for the squads. Replacing squad 6 and squad 9, both with a number of maintenance issues. \$81,364 includes the changeover of equipment and some additional items the K-9 unit requires. **MOTION (Baum/Warren) to approve the purchase of the two vehicles from Ewald.** Discussion of whether or not the motion can include the additional equipment needed or the changeover based on the wording of the agenda item. Attorney Sajdak reviewed the details of the request and stated the agenda item wording did not cover the secondary contract for the changeover of equipment and that portion must come back to another Village Board meeting. **Roll call vote, carried.**
- C. Recommended Approval of Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer Continuing Disclosure Required Under Securities and Exchange Commission - SEC Rule 15c2-12 (The "Rule")
MOTION (Kaminski/Daniels) to approve the Letter of Engagement to Retain Ehlers as presented, carried.
- D. Resolution No. 06-15 Authorizing the Borrowing of Not To Exceed \$2,685,000; and Providing For the Issuance and Sale of General Obligation Promissory Notes Therefore
MOTION (Kaminski/Vanderheiden) to approve Resolution No. 06-15 as presented. Maureen Shiel of Ehler's presented information regarding the borrowing for 2015 capital projects. Allows you to add additional debt with minimal levy impact. Need to determine whether to go with option 1 or option 2. Discussion. **MOTION (Zabel/Kaminski) to amend the motion to go for financing option #1, carried.** Discussion of original motion. Trustee Kaminski reminded the Board this would be the final opportunity to remove anything from the capital list if they wished. No further discussion. **Motion as amended, roll call vote, 8 in favor, 1 opposed (Baum), carried.**
- E. Recommended Approval of Froedtert Workforce Health Services Agreement – Occupational & HRA Services
MOTION (Vanderheiden/Baum) to approve not to exceed \$5,000. Finance Director Rath explained the contract has two parts, occupational screening as well as the HRA services, not to exceed \$5,000. **Roll call vote, carried.**
- F. Request for Consideration to Cancel Village Board Meetings of April 6, 2015 and September 7, 2015
Clerk requested to cancel the Village Board meeting of April 6th due to the election the next day and September 7th due to Labor Day holiday. Trustee Zabel requested moving

NEW BUSINESS continued:

this item to GGF for review of the ordinance scheduling Village Board meetings since this recurs each year in April, September and November and further suggested consideration to move the meetings to different times each month rather than just adjusting those particular meetings. President Wolter reminded the Board that Plan Commission meets on the second Monday and a change to Village Board scheduling would upset that schedule. Suggested a special board meeting when needed as an alternative. Clerk Goeckner stated April 2013 had one meeting with a lengthy agenda and was a long meeting. Would like to suggest the board consider re-scheduling April 6th meeting to March 30th or some other day/date to accommodate the agenda items. September dates have not run into any issue as we meet as Committee of the Whole to deal with budget and November elections are only in even numbered years. Special Village Board meetings could be scheduled to accommodate these occurrences. Trustee Kaminski also expressed a concern with moving the dates as many people have the 1st and 3rd set in their calendars and schedule plans and business around those already. **MOTION (Kaminski/Baum) to cancel the board meetings for April 6th and September 7.**

Discussion. **MOTION (Zabel/Baum) to amend to set the April 6th meeting for March 30th, the fifth Monday in March, carried.**

Discussion to look at rescheduling September's meeting closer to that time. **Motion as amended carried.**

- G. **MOTION (Baum/Miller) to go into closed session at 7:40 p.m. for the Intergovernmental Agreement between the Village of Germantown and the Village of Menomonee Falls concerning water service on County Line Road per Wis. Stats. §19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, when competitive or bargaining reasons require a closed session and then may re-enter open session to take such action as it deems appropriate and to include Finance Director Rath and DPW Director Ludwig to remain, by roll call vote, carried.**

MOTION (Kaminski/Zabel) to go into open session at 8:22 p.m., carried.

MOTION (Kaminski/Hughes) to authorize staff to continue discussions to effectuate a change in the intergovernmental agreement with the Village of Menomonee Falls, 8 in favor, 1 opposed (Baum), carried.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:24 p.m.

Barbara K. D. Goeckner MMC/WCPC
Village Clerk

**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, February 16, 2015
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: (1) a REZONING application to rezone portions of the following described lands from the A-1: Agricultural District to the Rs-1: Single-family and A-2: Agricultural District pursuant to the Village Zoning Code:

Applicant: Richard & Catherine Evers, Agent for John & Ellen Kuber, Property Owner
Property: Tax Key No. 051-997

A-1: Agricultural to Rs-1: Single-Family

Part of the NW fractional 1/4 of the NE fractional 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the NW corner of the NE fractional 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence continuing South 89°51'56" East, along said North line, 1223.79 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 294.70 feet to the POINT OF BEGINNING:
Thence North 00°06'53" East, 418.65 feet to a point; Thence South 88°45'48" West, 530.56 feet to a point; Thence South 00°32'52" East, 407.76 feet to a point; Thence South 89°53'24" East, 525.72 feet to the POINT OF BEGINNING, and containing 217,801 square feet or 5.0000 acres of land, more or less.

A-1: Agricultural to A-2: Agricultural

Part of the NW fractional 1/4 of the NE fractional 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the NW corner of the NE fractional 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence South 89°51'56" East along said North line, 399.98 feet to the POINT OF BEGINNING:
Thence continuing South 89°51'56" East, along said North line, 823.81 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 294.70 feet to a point; Thence North 00°06'53" East, 418.65 feet to a point; Thence South 88°45'48" West, 530.56 feet to a point; Thence North 00°32'52" West, 1395.16 feet to the POINT OF BEGINNING, and containing 1,262,889 square feet or 28.99194 acres of land, more or less.

A copy of the application is on file in the Village Planning Department office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 22nd day of January, 2015.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: January 29th and February 5th, 2015

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: February 16, 2015

AGENDA ITEM: Public Hearing & New Business **(Rezoning Ordinance & Certified Survey Map)**

ITEM TITLE: Richard & Katherine Evers, Agent for John & Ellen Kuber, Property Owners; W200 N14144 Rocky Lane; (1) Rezoning Ordinance for 28.9 acres from A-1 to A-2: Agricultural District and 5.0 acres from A-1 to Rs-1: Single-family Residential District; and (2) a 2-lot Certified Survey Map (CSM)

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

SUMMARY EXPLANATION:

Richard & Catherine Evers, agent for John & Ellen Kuber, property owners of a 35.8-acre parcel on Rocky Lane are seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to A-2: Agricultural & Rs-1: Single-family in order to create a 5.0-acre lot. The property is located in the Village and adjacent to the Town of Germantown. The Kuber's live on the adjacent parcel to the west that is located in the Town of Germantown. No direct road frontage on a public road in either the Village or the Town exists; therefore, access to the proposed 5-acre lot is a 40' wide strip of land that is part of proposed Lot 1 (that contains an existing driveway leading to/from Rocky Lane that serves the Kuber dwelling property). An access easement will be created across the 40' wide strip of land and granted to the Kuber's property in the Town, the new 5-acre parcel being created for the Evers, and the remaining land (proposed Lot 2).

ATTACHMENTS:

- ◆ 1/12/15 Staff Report
- ◆ 1/12/15 Plan Commission Meeting Minutes
- ◆ Rezoning Ordinance (Draft)
- ◆ Certified Survey Map (CSM)
- ◆ Town of Germantown Approval (letter dated Jan 12, 2015)
- ◆ Joint Driveway Agreement (Draft)

PLAN COMMISSION RECOMMENDATION:

APPROVE rezoning the 5.0-acre Lot 1 from A-1: Agricultural to Rs-1: Single-Family Residential, and, **APPROVE** rezoning the 28.9-acre Lot 2 from A-1: Agricultural to A-2: Agricultural; and

APPROVE the 2-lot CSM of the 35.8-acre parcel owned by John and Ellen Kuber located off Rocky Lane subject to the following (4) conditions:

1. The CSM shall be revised to show the 40' wide strip of land providing access to/from Lot 1 to Rocky Lane as a separate lot or outlot in the CSM.

2. The CSM shall be revised to show the 25' wetland setback.
3. A shared driveway/access easement agreement applicable to the 40' access outlot and across the southern portion of Lot 1 shall be prepared and submitted to the Village for review prior to review of the CSM by the Village Board.
4. Village Board approval of the CSM to the extent of creating the 40' wide outlot in the Town of Germantown shall be required under the Village's extraterritorial platting authority. Said approval shall occur after action is taken by the Town of Germantown.

CERTIFIED SURVEY MAP (CSM) & REZONING APPLICATION

1/12/15 Plan Commission Meeting

Richard & Catherine Evers / John & Ellen Kuber

Village Planner Report

Germantown, Wisconsin

Summary

Richard & Catherine Evers, Agent for John & Ellen Kuber, property owners of a 35.8-acre parcel on Rocky Lane are seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to A-2: Agricultural & Rs-1: Single-family in order to create a 5.0-acre lot.

Location: W200 N14144 Rocky Lane (1/2 mile north of Cedar Lane)

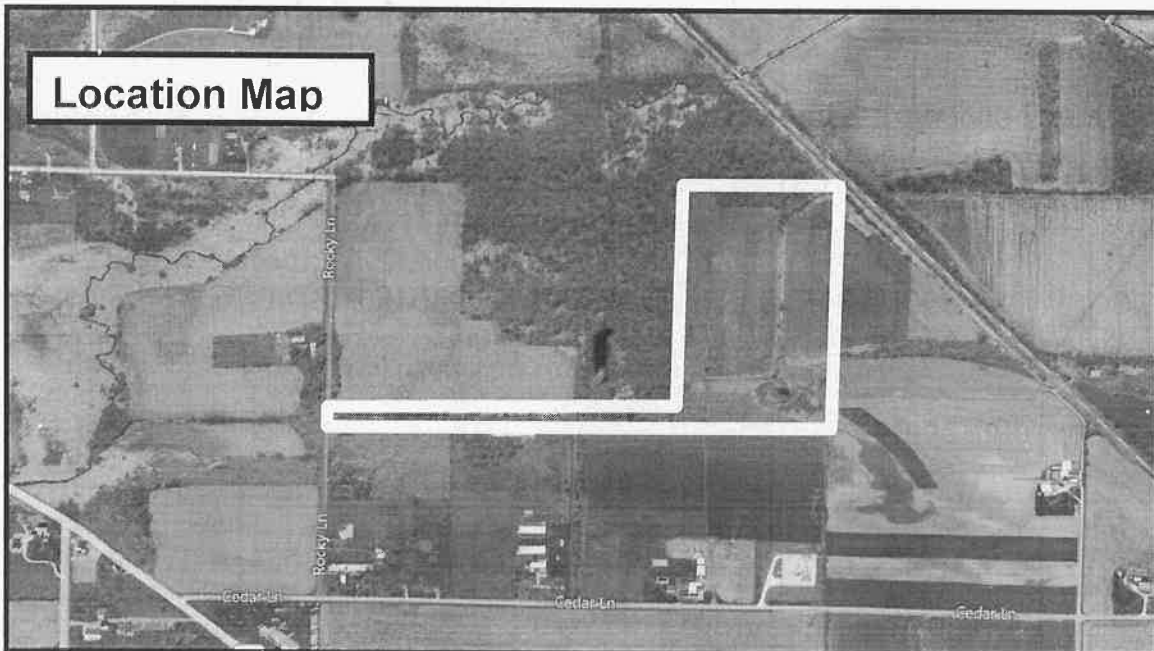
Applicant/

Property Owner: John & Ellen Kuber Richard & Catherine Evers
W200 N14144 Rocky Lane 7420 N. Longview Ave
Richfield, WI Glendale, WI

Current Zoning District: A-1: Agricultural
Proposed Zoning District: A-2: Agricultural (Lot 2)
Rs-1: Single-family (Lot 1)

Adjacent Land Uses		Zoning
North	Agricultural (T. of Jackson)	A-1
South	Agricultural	A-1
East	Agricultural	A-1
West	Residential (T. of Germantown)	R-1

Location Map



Proposal

Richard & Catherine Evers, Agent for John & Ellen Kuber, property owners of a 35.8-acre parcel on Rocky Lane are seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to A-2: Agricultural & Rs-1: Single-family in order to create a 5.0-acre lot. The property is located in the Village and adjacent to the Town of Germantown. The Kuber's live on the adjacent parcel to the west that is located in the Town of Germantown. No direct road frontage on a public road in either the Village or the Town exists; access is proposed via 40' wide strip of land that is part of proposed Lot 1 (that contains an existing driveway leading to/from Rocky Lane that serves the Kuber dwelling property). An access easement will, in turn, be created across the 40' wide strip of land and granted to both the Kuber's and proposed Lot 2.

Staff Analysis

The proposed A-1 to Rs-1 rezoning for the 5-acre parcel (proposed Lot 1) is consistent with the 2020 Land Use Plan that classifies this area as "Agricultural/Conservation Residential" and with the minimum area requirement for the Rs-1 Zoning District. The division is complicated by the fact that the parcel lies adjacent to the Town of Germantown and the only reasonable means of access is across the Kuber land located in the Town. Proposed Lot 1 contains a 40' strip of land (1.8 acres in area) leading to/from Rocky Lane across the southern portion of other land owned by the Kuber's. A shared driveway/access easement agreement should be prepared and submitted to the Village for review prior to review by the Village Board. This strip of land is actually located in the Town of Germantown; therefore, it should be a separate parcel, and, will have to be reviewed under the Village's extraterritorial platting authority (where divisions of land in an adjacent town located within 1,000 feet of the common municipal boundary require Village Plan Commission and Board approval). Review and approval of the CSM by the Town of Germantown shall occur prior to Village Board review and action.

Proposed Lot 1 contains delineated wetlands across the northern portion of the property with a portion of the northern edge of Lot 1 located within the 100-Year Floodplain. However, the parcel contains more than the minimum one (1) acre of land at least 2' above the floodplain elevation. The 25' wetland setback shall be shown on the CSM for Lot 1 and Lot 2.

Proposed Lot 2 is almost entirely covered by wetland and will remain effectively undeveloped (although it appears to be tilled land used for agricultural purposes). Because the total area of the remaining land (Lot 2) will drop from 35.8 acres to 28.9 acres, it will be rezoned from the A-1: Agricultural District (25-acre minimum) to the A-2: Agricultural District (10 acre minimum).

Soil evaluations have been completed and indicate that Lot 1 is suitable for the installation of an on-site (mound-type) sanitary system.

The Village Surveyor is aware that the owner may be proposing another, separate land division of land located in the Town of Germantown. Because the Village has extraterritorial platting authority over the Town of Germantown, any other land division (proposed in either a separate CSM or a revision to this CSM) will require Plan Commission review and Village Board approval.

Village Planner Recommendation

APPROVE rezoning the 5.0-acre Lot 1 from A-1: Agricultural to Rs-1: Single-Family Residential, and, **APPROVE** rezoning the 28.9-acre Lot 2 from A-1: Agricultural to A-2: Agricultural; and

APPROVE the 2-lot Certified Survey Map re-division of the 35.8-acre parcel owned by John and Ellen Kuber located off Rocky Lane (in the Town of Germantown) subject to the following conditions:

1. The CSM shall be revised to show the 40' wide strip of land providing access to/from Lot 1 to Rocky Lane as a separate lot or outlot in the CSM.
2. The CSM shall be revised to show the 25' wetland setback.
3. A shared driveway/access easement agreement applicable to the 40' access outlot and across the southern portion of Lot 1 shall be prepared and submitted to the Village for review prior to review of the CSM by the Village Board.
4. Village Board approval of the CSM to the extent of creating the 40' wide outlot in the Town of Germantown shall be required under the Village's extraterritorial platting authority. Said approval shall occur after action is taken by the Town of Germantown.

PLAN COMMISSION MINUTES

January 12, 2015

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:30 p.m.

ROLL CALL: Chairman Dean Wolter, Trustee Representative David Baum, Commissioners Mary Ellen Gray, Tim Yokes and Bill Shadid were present. Commissioner Marty was absent and excused and Commissioner Dan Campbell arrived late. Village Planner Jeff Retzlaff and Planning Assistant Lori Johnson were also present.

PUBLIC INPUT: Kevin Nash, W140 N10828 Country Aire Drive, spoke on behalf of the Historical Society regarding the development of Main Street and the park proposal for the Old Town Inn. He said if it's good for the Village they're ok with it, but from a historical point of view, they have concerns with how it will affect the Oktoberfest festival and Mai Fest.

PREVIOUS MINUTES: ***MOTION Baum second Shadid to Approve the minutes from 12-8-14.***

MOTION carried unanimously.

Richard & Catherine Evers for John & Ellen Kuber - Property owners of a 35.8 acre parcel on Rocky Lane seeking approval of a 2-lot Certified survey Map and Rezoning from A-1: Agricultural to A-2: Agricultural & Rs-1 Single-Family in order to create a 5 acre lot. Planner Retzlaff summarized the proposal.

MOTION Baum second Shadid to Approve rezoning the 5-acre Lot 1 from A-1: Agricultural to Rs-1: Single-Family Residential, and Approve rezoning the 28.9 acre Lot 2 from A-1: Agricultural to A-2: Agricultural.

MOTION carried unanimously.

MOTION Baum second Gray to Approve the 2 lot Certified survey Map re-division of the 35.8 acre parcel owned by John and Ellen Kuber located off Rocky Lane (in the Town of Germantown) subject to the following conditions:

- 1. The CSM shall be revised to show the 40' wide strip of land providing access to/from Lot 1 to Rocky Lane as a separate lot or outlot in the CSM.***
- 2. The CSM shall be revised to show the 25' wetland setback.***
- 3. A shared driveway/access easement agreement applicable to the 40' access outlot and across the southern portion of Lot 1 shall be prepared and submitted to the Village for review of the CSM by the Village Board.***
- 4. Village Board approval of the CSM to the extent of creating the 40' wide outlot in the Town of Germantown shall be required under the Village's extraterritorial platting authority. Said approval shall occur after action is taken by the Town of Germantown.***

MOTION to Amend Baum second Shadid to add Condition #5 that a notation be put on the survey that no habitable structure is to be located on Lot 2.

Commissioner Gray asked if that meant forever or could that be changed at some point in the future. Planner Retzlaff said the CSM could possibly be amended if the wetland designation was removed.

MOTION to Amend carried unanimously.

MOTiON to Approve as Amended carried unanimously.

Planner Retzlaff said the Town of Germantown needs to approve the land division before it goes to the Village Board. Richard Evers said his wife was at the Town meeting tonight and he will let Planner Retzlaff know the outcome of that meeting.

ANNOUNCEMENTS: Planner Retzlaff said the Community Survey postcards would be mailed to residents tomorrow.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:24 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant

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VILLAGE OF GERMANTOWN**

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DATE: Monday, February 16, 2015
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: (1) a REZONING application to rezone portions of the following described lands from the A-1: Agricultural District to the Rs-1: Single-family and A-2: Agricultural District pursuant to the Village Zoning Code:

Applicant: Richard & Catherine Evers, Agent for John & Ellen Kuber, Property Owner
Property: Tax Key No. 051-997 (W200 N14144 Rocky Lane; ½ mile north of Cedar Lane)

A-1: Agricultural to Rs-1: Single-Family

Part of the NW fractional 1/4 of the NE fractional 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows: Commencing at the NW corner of the NE fractional 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence continuing South 89°51'56" East, along said North line, 1223.79 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 294.70 feet to the POINT OF BEGINNING: Thence North 00°06'53" East, 418.65 feet to a point; Thence South 88°45'48" West, 530.56 feet to a point; Thence South 00°32'52" East, 407.76 feet to a point; Thence South 89°53'24" East, 525.72 feet to the POINT OF BEGINNING, and containing 217,801 square feet or 5.0000 acres of land, more or less.

A-1: Agricultural to A-2: Agricultural

Part of the NW fractional 1/4 of the NE fractional 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows: Commencing at the NW corner of the NE fractional 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence South 89°51'56" East along said North line, 399.98 feet to the POINT OF BEGINNING: Thence continuing South 89°51'56" East, along said North line, 823.81 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 294.70 feet to a point; Thence North 00°06'53" East, 418.65 feet to a point; Thence South 88°45'48" West, 530.56 feet to a point; Thence North 00°32'52" West, 1395.16 feet to the POINT OF BEGINNING, and containing 1,262,889 square feet or 28.99194 acres of land, more or less.

A copy of the application is on file in the Village Planning Department office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

*Dated this 22nd day of January, 2015.
Barbara K. D. Goeckner, Village Clerk*

To Be Published On: January 29th and February 5th, 2015

Town of Germantown

Washington County, Wisconsin
Est. 1846

January 12, 2015

Richard Evers
7420 N. Longview Ave.
Glendale, WI 53209

Dear Richard,

The Town of Germantown Board has approved the 40' wide strip of land providing access to and from Lot 1 to Rocky Ln. as a separate lot or outlet in the CSM. Supervisor Paul A. Little made a motion to approve the separation of the property for a driveway and Supervisor Dale Dhein second the motion.

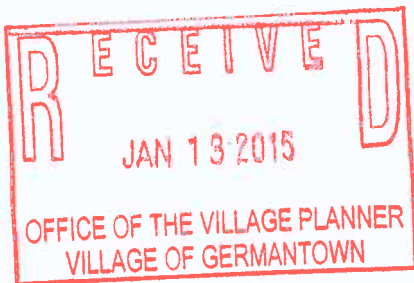
Sincerely,

TOWN OF GERMANTOWN



Paul Metz
Town Chairman

P.S. Please send a copy of a signed agreement of both parties regarding the new drive and a copy of the Village approval for the separation of property to Deanne Hapka, Town Clerk, N128 W17714 Holy Hill Rd., Germantown, WI 53022



JOINT DRIVEWAY RECIPROCAL EASEMENT AGREEMENT

THIS JOINT DRIVEWAY RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and effective as of the ____ day of November, 2014, by and between John C. Kuber and Ellen M. Kuber, husband and wife and Wisconsin residents (collectively "Grantor"), and Richard A. Evers and Catherine M. Evers, husband and wife and Wisconsin residents (collectively "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of two adjacent parcels of real property located in Washington County, Wisconsin, as more particularly described on the attached Exhibit A and referred to on Exhibit A and in this Agreement as Parcel A and Parcel B, respectively (collectively the "Grantor Parcels").

WHEREAS, Grantee is the owner of two adjacent parcels of real property located in Washington County, Wisconsin, and identified as Lot 1 and Lot 2 and more particularly described on Certified Survey Map No. _____ recorded _____ in the Register of Deeds for Washington County, Wisconsin as Document No. _____, which is attached hereto as Exhibit B and made a part hereof (collectively the "Grantee Parcels");

WHEREAS, the Grantor Parcels and the Grantee Parcels each contain approximately one-half of a paved driveway which provides access to Rocky Lane from the Grantor Parcels and the Grantee Parcels; and

WHEREAS, upon the terms and conditions herein set forth, Grantor and Grantee desire to grant to each other, a non-exclusive easement and right of way over the portion of the paved driveway which is constructed on the Grantor Parcels and the Grantee Parcels for the benefit of the other party and its Permittees (as hereinafter defined), as such easement is more particularly depicted and described as the "Joint Driveway" on Certified Survey Map No. _____ (the "Easement Area").

NOW, THEREFORE, for good and valuable consideration and in consideration of the terms, conditions, covenants, and mutual agreements hereinafter set forth, the Grantor and Grantee declare as follows:

1. **Grant of Easement.** Grantor hereby declares, grants and creates, for the benefit of the Grantor Parcels and the Grantee Parcels, for their use and for the use of their respective owners and Permittees, and no others, a nonexclusive easement and right of way to use that portion of the Joint Driveway located in the Easement Area as a joint driveway for ingress and egress to Rocky Lane from the Grantor Parcels and the Grantee Parcels. Grantee hereby declares, grants and creates, for the benefit of the Grantor Parcels and the Grantee Parcels, for their use and for the use of their respective owners and Permittees, and no others, a

nonexclusive easement and right of way to use that portion of the Joint Driveway located in the Easement Area as a joint driveway for ingress and egress to Rocky Lane from the Grantor Parcels and the Grantee Parcels. For purposes of this Agreement, "Permittees" shall mean contractors, vendors, visitors, and invitees.

2. **Maintenance of Easement Area.** The owners of the Grantor Parcels and Grantee Parcels shall bear all maintenance and repair expenses for the Joint Driveway and the Easement Area equally. Unless the Grantor Parcels and Grantee Parcels owners agree otherwise, the owner of the Grantor Parcels shall maintain, or cause to be maintained, the Joint Driveway and the Easement Area in a good state of repair in accordance with reasonably acceptable commercial practices, provided any and all repairs and maintenance shall be performed as such times and in such a manner as are mutually agreed by the Grantor Parcels and Grantee Parcels owners, and, upon completion of the maintenance or repairs, the Grantee Parcels owner shall remit to the Grantor Parcels owner fifty percent (50%) of the costs and expenses associated therewith within ten (10) days after receipt of a statement thereof from the Grantor Parcels owner, together with commercially reasonable documentation substantiating such costs and expenses. The maintenance, repair and replacement obligations hereunder shall include, but not be limited to: (i) maintaining the paved surfaces of the Joint Driveway in a smooth and evenly covered fashion, including, without limitation, replacing base, skin patching, resealing, and resurfacing; and (ii) removing ice and snow from the Joint Driveway and regular grass cutting and associated landscaping of the Easement Area. If the Grantee Parcels owner does not promptly pay its share, the Grantor Parcels owner may pay the full cost, and then have an immediate right to reimbursement from the Grantee Parcels owner, together with interest at the rate of 12% per year on the unpaid amount, and all reasonable attorneys' fees, expenses, and other collection costs incurred by the Grantor Parcels owner. If the Grantor Parcels and Grantee Parcels owners are unable to agree within 10 business days of a written request by either the Grantor Parcels or Grantee Parcels owner on the need for repair or maintenance to the Joint Driveway or Easement Area, then the matter shall be referred, upon the Grantor Parcels or Grantee Parcels owner's request, to the Circuit Court for Washington County, Wisconsin.

3. **Indemnification.** The Grantor Parcels and Grantee Parcels owner, respectively, shall indemnify and hold the other owner, and such other owner's respective members, officers, directors, employees, contractors, tenants, agents, representatives and invitees (collectively the "Indemnified Parties"), harmless from and against any and all injuries, damages, claims, losses, liabilities, actions, fees, costs, and expenses (including without limitation court costs and reasonable attorneys' fees, pre- and post-judgment) arising out of (i) the use or occupancy of the Easement Area by such owner, its Permittees, or any party acting by, through or under such owner or Permittees; or (ii) the exercise of any rights granted hereunder by any of said parties.

4. **Property at Grantee's Risk.** The Grantor Parcels and Grantee Parcels owner agree that any passenger vehicle or motorcycle, or other vehicle of any kind, in the Easement Area, as well as any personal property left in, on, or around any such vehicle or the Easement Area, shall be at the sole risk of such owner, or the person or entity owning the same, and no other owner shall, in any event, be liable for the loss, destruction, damage, abuse, or theft to such vehicle or personal property.

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

6. **Insurance.** So long as this Agreement is in force, the Grantor Parcels and Grantee Parcels owners shall each procure and maintain a comprehensive policy of public liability insurance, with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Area is located, covering the Easement Area for claims for personal injury and/or property damage in connection with the use of the Easement Area by the owners of the Grantor Parcels and Grantee Parcels

and their respective Permittees, and naming the owners of the other parcels (the Grantor Parcels and Grantee Parcels as the case may be) as an additional insured. The policies shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to the Grantor Parcels and Grantee Parcels owners and the holder of any mortgage against the Grantor Parcels or Grantee Parcels. The owners of the Grantor Parcels and the Grantee Parcels shall deliver to the other owner copies of the policies or certificates evidencing the existence and amounts of the insurance with loss payable clauses satisfactory to the other owner. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to each other owner. At least 30 days before the expiration of each policy required hereunder, each owner of the Grantor Parcels and Grantee Parcels shall furnish the other owner with renewals or binders of the policies, or each other owner may order such insurance and charge the cost to the non-supplying owner. No owner of the Grantor Parcels and Grantee Parcels shall do or permit anything to be done that will invalidate the insurance policies furnished hereunder. The owners of the Grantor Parcels and Grantee Parcels may mutually agree from time to time to require the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practices.

7. **Covenants Running with the Land.** All of the easements, restrictions, terms, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the Grantor Parcels and Grantee Parcels owners and their respective heirs, successors and assigns as subsequent owners of the Grantor Parcels and Grantee Parcels; provided, however, upon a party's conveyance of all its interest in its respective Parcels, the transferring party shall be relieved of any further liability under this Agreement arising after the date of transfer, except, however, for obligations that accrued during the party's period of ownership of title.

8. **Equal Right to Use.** Each Grantor Parcels and Grantee Parcels owner shall have equal rights of ingress and egress over the Joint Driveway and the Easement Area and shall take no action to prevent any other owner's enjoyment of such rights.

9. **Term of Agreement.** The term of this Agreement shall commence on the date of filing of this instrument of record with the Register of Deeds for Washington County, Wisconsin, and shall continue in perpetuity.

10. **Severability.** If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid by a final judgment of a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

11. **Waiver.** No waiver of, acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as or constitute a waiver of, acquiescence in or consent to any further or succeeding breach of the same or any other term, covenant or condition.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

14. **No Joint Venture.** Nothing in this Agreement shall be construed to make the Grantor Parcels and Grantee Parcels owners, or their successors or assigns, partners of one another or joint ventures of one

another, or in any way to render any of said parties liable for the debts or obligations of one another or any other.

15. **Amendment/Entire Agreement.** This Agreement sets forth the entire understanding of the Grantor Parcels and Grantee Parcels owners, or their respective successors and assigns, and may not be changed except by a written document executed and acknowledged by all owners of the Grantor Parcels and Grantee Parcels and duly recorded in the office of the Register of Deeds of Washington County, Wisconsin.

16. **No Merger.** The rights and interests created hereunder, including the easements created hereby, shall remain in full force and effect, notwithstanding the fact the same party may now or hereafter own and possess all of the real property interests associated therewith.

17. **Interpretation.** All terms and words used in this Agreement, whether singular or plural, and regardless of gender thereof, shall be deemed to include any other number or other gender as the context may require.

18. **Not A Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Each owner of the Grantor Parcels and Grantee Parcels agrees to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Joint Driveway or any part of the Easement Area, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement. Except as specifically provided herein, no rights, privileged or immunities hereunder shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

20. **Authority.** All parties executing this Agreement in a representative capacity warrant and represent that they have authority to execute this Agreement and legally bind the entity they represent.

21. **Notices.** Any notice, request, or demand required by or permitted under this Agreement shall be in writing and shall be deemed given when personally served, or sent to the Grantor Parcels and Grantee Parcels owners at their last known address by registered or certified US Mail, return receipt requested and postage prepaid, or by nationally recognized overnight courier service with proof of delivery. Any Grantor Parcels and Grantee Parcels owner may change its address for notice by providing written notice to the other owners.

22. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or equity against any person or persons, violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party(s) shall be entitled to recover its costs, including reasonable attorneys' fees and expenses, from the non-prevailing party(s).

IN WITNESS WHEREOF, the undersigned have signed this Agreement to take effect as of the date first above written.

Richard A. Evers

Catherine M. Evers

John C. Kuber

Ellen M. Kuber

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this ___ day of November, 2014, the above-named Richard A. Evers and Catherine M. Evers, to me known to be the persons who executed the forgoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this ___ day of November, 2014, the above-named John C. Kuber and Ellen M. Kuber, to me known to be the persons who executed the forgoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

THIS INSTRUMENT was drafted by: Mark G. Styles, Attorney at Law, Suite 104, 1045 West Glen Oaks Lane, Mequon, Wisconsin 53092.

CONSENT OF LENDER FOR GRANTOR PARCELS

The undersigned, _____ ("Lender"), being the holder of a mortgage recorded in the office of the Register of Deeds for Washington County, Wisconsin on _____, 2014, as Document No. _____ (the "Mortgage"), hereby consents to the foregoing Agreement and agrees that the Mortgage shall be subject and subordinate in all respects to the same. In the event of any foreclosure or acquisition of title to the Grantor Parcels or any portion thereof affected by this Agreement by Lender or any successor-in-interest to Lender, the foregoing Agreement shall not be disturbed and shall remain in full force and effect.

Dated this _____ day of _____, 2014.

_____ **BANK**

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this _____ day of _____, 2014, by _____, the _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity as such officer of said bank, as his free act and deed, and as the free act and deed of said bank.

Name: _____

Notary Public, _____ County, Wisconsin

My commission: _____

CONSENT OF LENDER FOR GRANTOR PARCELS

The undersigned, _____ ("Lender"), being the holder of a mortgage recorded in the office of the Register of Deeds for Washington County, Wisconsin on _____, 2014, as Document No. _____ (the "Mortgage"), hereby consents to the foregoing Agreement and agrees that the Mortgage shall be subject and subordinate in all respects to the same. In the event of any foreclosure or acquisition of title to the Grantor Parcels or any portion thereof affected by this Agreement by Lender or any successor-in-interest to Lender, the foregoing Agreement shall not be disturbed and shall remain in full force and effect.

Dated this _____ day of _____, 2014.

_____ **BANK**

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this _____ day of _____, 2014, by _____, the _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity as such officer of said bank, as his free act and deed, and as the free act and deed of said bank.

Name: _____

Notary Public, _____ County, Wisconsin

My commission: _____

CONSENT OF LENDER FOR GRANTEE PARCELS

The undersigned, _____ ("Lender"), being the holder of a mortgage recorded in the office of the Register of Deeds for Washington County, Wisconsin on _____, 2014, as Document No. _____ (the "**Mortgage**"), hereby consents to the foregoing Agreement and agrees that the Mortgage shall be subject and subordinate in all respects to the same. In the event of any foreclosure or acquisition of title to the Grantee Parcels or any portion thereof affected by this Agreement by Lender or any successor-in-interest to Lender, the foregoing Agreement shall not be disturbed and shall remain in full force and effect.

Dated this _____ day of _____, 2014.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this _____ day of _____, 2014, by _____, the _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity as such officer of said bank, as his free act and deed, and as the free act and deed of said bank.

Name: _____

Notary Public, _____ County, Wisconsin

My commission: _____

Exhibit A

GRANTOR PARCELS

Legal Description

Exhibit B

GRANTEE PARCELS

Legal Description

KW Surveying, Inc.

725 Palmyra St. ~ PO Box 32 ~ Sullivan, WI 53178 ~ U.S.A.
Phone 262-593-5800 ~ Fax 262-593-5820

LEGAL DESCRIPTION OF LOT 1 FOR Rs-1 ZONING

Part of the NW fractional 1/4 of the NE fractional 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the NW corner of the NE fractional 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence continuing South 89°51'56" East, along said North line, 1223.79 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 294.70 feet to the POINT OF BEGINNING:

Thence North 00°06'53" East, 418.65 feet to a point; Thence South 88°45'48" West, 530.56 feet to a point; Thence South 00°32'52" East, 407.76 feet to a point; Thence South 89°53'24" East, 525.72 feet to the POINT OF BEGINNING, and containing 217,801 square feet or 5.0000 acres of land, more or less.

KW Surveying, Inc.

725 Palmyra St. ~ PO Box 32 ~ Sullivan, WI 53178 ~ U.S.A.
Phone 262-593-5800 ~ Fax 262-593-5820

LEGAL DESCRIPTION OF LOT 2 FOR A-2 ZONING

Part of the NW fractional 1/4 of the NE fractional 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

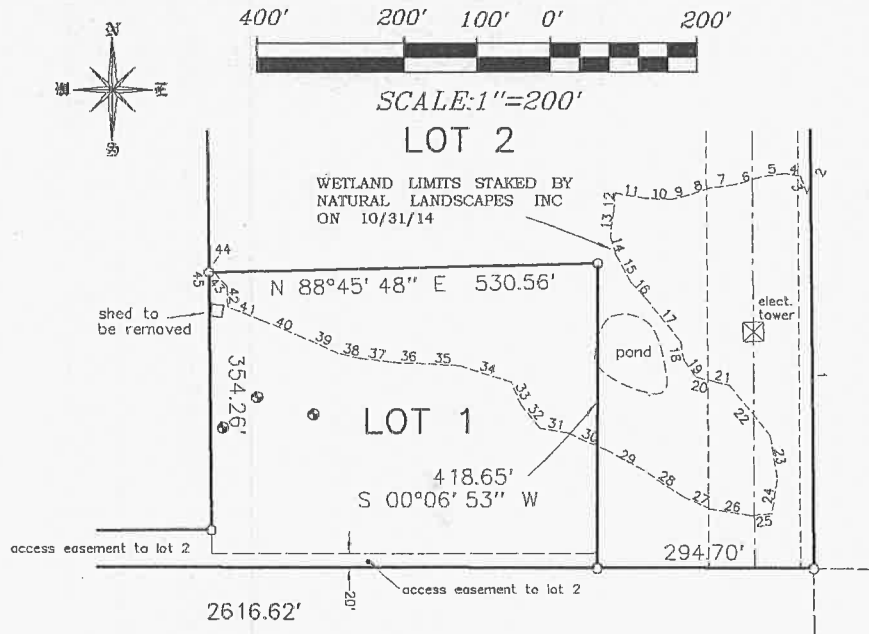
Commencing at the NW corner of the NE fractional 1/4 of said Section 5; Thence South $89^{\circ}42'30''$ East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence South $89^{\circ}51'56''$ East along said North line, 399.98 feet to the POINT OF BEGINNING:

Thence continuing South $89^{\circ}51'56''$ East, along said North line, 823.81 feet to a point; Thence South $00^{\circ}26'25''$ East, 1800.98 feet to a point; Thence North $89^{\circ}53'24''$ West, 294.70 feet to a point; Thence North $00^{\circ}06'53''$ East, 418.65 feet to a point; Thence South $88^{\circ}45'48''$ West, 530.56 feet to a point; Thence North $00^{\circ}32'52''$ West, 1395.16 feet to the POINT OF BEGINNING, and containing 1,262,889 square feet or 28.99194 acres of land, more or less.

725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI. 53178
(262)-593-5800

CERTIFIED SURVEY MAP NO. _____

PART OF THE NW FRACTIONAL 1/4 OF THE NE FRACTIONAL 1/4 AND THE NE FRACTIONAL 1/4
OF THE NW FRACTIONAL 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 20 EAST, TOWN OF
GERMANTOWN AND VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

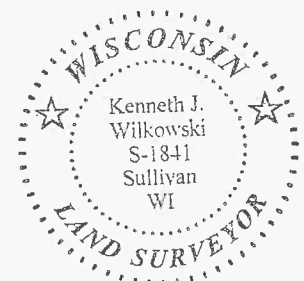


COURSE	BEARING	DISTANCE
1	N 00°26' 25" W	528.90'
2	S 20°23' 44" W	14.86'
3	N 19°07' 30" W	23.43'
4	N 79°02' 16" W	21.98'
5	S 81°25' 27" W	34.40'
6	S 73°48' 34" W	35.41'
7	S 82°24' 45" W	33.30'
8	S 71°23' 26" W	31.27'
9	S 75°54' 07" W	24.28'
10	N 87°36' 03" W	35.67'
11	N 80°00' 59" W	42.00'
12	S 04°00' 26" W	23.37'
13	S 07°58' 29" W	36.86'
14	S 17°10' 53" E	26.66'
15	S 27°59' 31" E	42.71'
16	S 41°58' 53" E	29.46'
17	S 38°51' 35" E	76.92'
18	S 09°00' 44" E	25.97'
19	S 35°56' 59" E	28.90'
20	S 76°20' 22" E	24.56'
21	S 77°35' 25" E	22.08'
22	S 39°02' 55" E	88.76'
23	S 08°30' 29" E	61.66'
24	S 09°01' 47" W	47.97'
25	S 84°43' 43" W	28.79'
26	N 80°23' 48" W	53.93'
27	N 65°33' 10" W	42.31'
28	N 66°08' 04" W	65.54'
29	N 60°28' 42" W	56.17'
30	N 65°18' 06" W	58.56'
31	N 80°25' 27" W	39.47'
32	N 39°12' 23" W	39.47'
33	N 23°40' 12" W	34.78'
34	N 72°08' 03" W	73.71'
35	N 86°03' 42" W	48.03'
36	N 87°44' 46" W	46.12'
37	N 82°36' 33" W	42.21'
38	N 77°09' 39" W	31.63'
39	N 65°43' 43" W	53.62'
40	N 67°02' 17" W	60.36'
41	N 88°22' 58" W	48.81'
42	N 02°54' 30" W	22.97'
43	N 40°52' 18" W	28.54'
44	S 88°39' 55" W	6.02'
45	S 00°32' 52" E	1.55'

LOT 1 AREA

TOTAL LOT = 297899 sq.ft. (6.8388 acres)
AREA IN VILLAGE = 217801 sq.ft. (5.0000 acres)
AREA IN TOWN = 80098 sq.ft. (1.8388 acres)

OWNER & SUBDIVIDER
JOHN KUBER
W200N14144 ROCKY LANE
RICHFIELD WI 53076



KW SURVEYING, INC.
725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI 53178
(262)-593-5800

DATED THIS 21ST DAY OF OCTOBER, 2014.

SHEET 2 OF 4

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI, S-1841

JOB NO. 1569

CERTIFIED SURVEY MAP NO. _____

PART OF THE NW FRACTIONAL 1/4 OF THE NE FRACTIONAL 1/4 AND THE NE FRACTIONAL 1/4
OF THE NW 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 20 EAST, TOWN OF
GERMANTOWN AND VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYORS CERTIFICATE

I, Kenneth J. Wilkowski, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a part of the NW fractional 1/4 of the NE fractional 1/4 and the NE fractional 1/4 of the NW fractional 1/4 of Section 5, Town 9 North, Range 20 East, Town of Germantown and Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the NW corner of the NE fractional 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence South 89°51'56" East along said North line, 399.98 feet to the POINT OF BEGINNING:

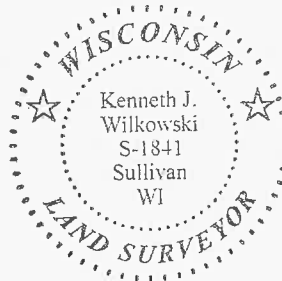
Thence continuing South 89°51'56" East, along said North line, 823.81 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 2616.62 feet to a point in the centerline of Rocky Lane; Thence North 00°24'29" West, along said centerline, 40.00 feet to a point; Thence North 89°39'17" East, 588.44 feet to a point; Thence South 89°11'40" East, 190.17 feet to a point; Thence North 89°38'37" East, 317.52 feet to a point; Thence North 86°57'25" East, 133.94 feet to a point; Thence South 84°25'06" East, 61.64 feet to a point; Thence North 89°29'07" East, 504.81 feet to a point; Thence North 00°32'52" West, 1749.42 feet to the POINT OF BEGINNING, and containing 1,562,112 square feet or 35.8612 acre(s) of land, more or less.

That I have made such survey, land division, and map by the direction of, John C and Ellen M Kubar, owners of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of Wisconsin Statutes and the Subdivision Regulations of the Town and Village of Germantown, Washington County.

Kenneth J. Wilkowski, R.L.S.



Personally came before me this _____ day of _____, 201____ the above named, **John C. and Ellen M. Kubar**, owners known to me to be the persons who executed the foregoing instrument and acknowledged the same.

My commission expires: _____

Notary public, _____ Co., WI

DATED THIS 21ST DAY OF OCTOBER, 2014

SHEET 3 OF 4

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI, S-1841

CERTIFIED SURVEY MAP NO.

**PART OF THE NW FRACTIONAL 1/4 OF THE NE FRACTIONAL 1/4 AND THE NE FRACTIONAL 1/4
OF THE NW1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 20 EAST, TOWN OF
GERMANTOWN AND VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.**

OWNERS CERTIFICATE

As owners of the lands described in the foregoing certificate of Kenneth J. Wilkowski, Registered Land Surveyor, we hereby certify that we caused the said lands to be surveyed, divided and mapped as represented on the map of said survey in accordance with the provisions of Chapter 236 of the Wisconsin Statutes.

Witness the hand and seal of said owners this _____ day of _____, 201__

John C. Kubar

Ellen M. Kubar

STATE OF WISCONSIN)
WASHINGTON COUNTY)^{ss}

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of NW fractional 1/4 and NE fractional 1/4 of Section 5, Township 9 North Range 20 East, Village of Germantown, Washington, County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Germantown on this

_____ day of _____, 20__.

Dean Wolter, Chairman of Village Planning Commission

Date

Barbara K.D. Goeckner, Village Clerk

Date

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Germantown on

this _____ day of _____, 20__.

Dean Wolter, Chairman of the Village Planning Commission

Date

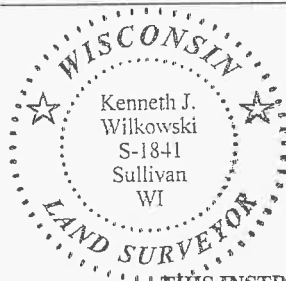
Laura A. Johnson, Planning Commission Secretary

Date

TOWN OF GERMANTOWN APPROVAL

Approved by the Town of Germantown this _____ day of _____, 20__.

Date



DATED THIS 21ST DAY OF OCTOBER, 2014

SHEET 4 OF 4

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI, S-1841

ORDINANCE NO. 03-15

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF GERMANTOWN ZONING CODE**

(John & Ellen Kuber, Property Owners)

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural District to the Rs-1: Single-family District the following described property:

Part of the NW 1/4 of the NE 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:
Commencing at the NW corner of the NE 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence continuing South 89°51'56" East, along said North line, 1223.79 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 294.70 feet to the POINT OF BEGINNING: Thence North 00°06'53" East, 418.65 feet to a point; Thence South 88°45'48" West, 530.56 feet to a point; Thence South 00°32'52" East, 407.76 feet to a point; Thence South 89°53'24" East, 525.72 feet to the POINT OF BEGINNING, and containing 217,801 square feet or 5.0000 acres of land, more or less.

SECTION 2. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural District to the A-2: Agricultural District the following described property:

Part of the NW 1/4 of the NE 1/4 of Section 5, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:
Commencing at the NW corner of the NE 1/4 of said Section 5; Thence South 89°42'30" East, along the North line of said NE fractional 1/4, 83.67 feet to a point; Thence South 89°51'56" East along said North line, 399.98 feet to the POINT OF BEGINNING: Thence continuing South 89°51'56" East, along said North line, 823.81 feet to a point; Thence South 00°26'25" East, 1800.98 feet to a point; Thence North 89°53'24" West, 294.70 feet to a point; Thence North 00°06'53" East, 418.65 feet to a point; Thence South 88°45'48" West, 530.56 feet to a point; Thence North 00°32'52" West, 1395.16 feet to the POINT OF BEGINNING, and containing 1,262,889 square feet or 28.99194 acres of land, more or less.

SECTION 3. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee _____ and adopted on February 16, 2015.
Votes: Ayes: _____ Nays: _____

ATTEST:

Dean M. Wolter, Village President

Barbara K. D. Goeckner, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney
Posted/Published:

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

MEETING DATE: February 16, 2015

AGENDA ITEM: New Business

ITEM TITLE: Approval of State/Municipal Agreement for Fond du Lac Ave – Donges Bay Road Intersection & Utility Update

SUBMITTED BY: Dan Ludwig, Public Works Director

SUMMARY EXPLANATION:

The Roundabout project is scheduled to be constructed in 2016 when traffic is closed on both legs of Donges Bay Road. Village utility impacts include manhole repairs and valve box elevation adjustments, lowering 3 water main crossings for storm sewer, relocation of 100' of 12" watermain extending north of Donges Bay Road, relocating two hydrants, abandoning 7 water laterals and 3 sanitary laterals. The utility adjustments listed above are TID eligible expenses.

Due to the large traffic volume on Fond du Lac Avenue and the permanence of the new facility, water main is suggested to be extended 1472' north and sanitary sewer extended 442' north during the road closure which are also TID eligible expenses. These utility extensions are shown as TID eligible projects in the July 6, 1994 TID plan as indicated by Ehlers Inc.

The State /Municipal Agreement indicates construction inspection and surveying are required by the Village during utility repair/replacements/extensions. The dollar amount listed on page 1 of 4 is insufficient but acts as a placeholder for the non-participating items including utility adjustments and extensions. Our engineering department estimates the cost for the anticipated utility work at approximately \$360,000.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Plan sheet of 90% complete roundabout design showing utility extensions.

Jim Mann's of Ehlers Inc. opinion on TIF eligible expenses.

TIF#4 Cash Flow

RECOMMENDATION:

The Public Works Committee recommends the Village Board to approve the State/Municipal Agreement for the Fond du Lac Ave-Donges Bay Road intersection including the utility extensions for sewer and water.

BOARD ACTION:

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



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: January 13 2015.

I.D.: 2475-00-00/20/70

Road Name: STH 145

Limits: Donges Bay Road Intersection

County: Washington

Roadway Length: 0.01 miles

The signatory Village of Germantown, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 329,250	\$ 329,250	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 500,000	\$ 500,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	100%	\$ -	0%
Construction: Participating	\$ 2,150,000	\$ 2,150,000	100%	\$ -	0%
New Sidewalk	\$ 35,000	\$ 35,000	100%	\$ -	0%
Non-Participating	\$ 10,000	\$ -	0%	\$ 10,000	100%
Total Cost Distribution	\$ 3,024,250	\$ 3,014,250		\$ 10,000	

* See Item 9 Basis for local participation in Terms and Conditions

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the Village of Germantown (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title SE Region Planning Chief	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for construction of standard roadway items – 100% State.
 - (d) Funding for new sidewalk, on NHS route, where no Trans 75 exceptions apply is funded 100% State and funding for the multi-use path is 100% State, based upon cost share policy for multi-use paths at a roundabout. The Municipality agrees to maintain the sidewalk and multi-use path.
 - (e) Funding for non-participating items 100% Municipality.

[END]

Dan Ludwig

From: James A. Mann [jmann@ehlers-inc.com]
Sent: Monday, January 19, 2015 4:55 PM
To: Dan Ludwig
Cc: Dave Wagner; Maureen Schiel; Dave Schornack
Subject: Germantown - TID #4 Project
Attachments: 4096_001.pdf

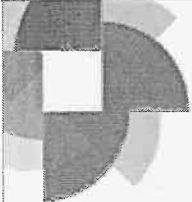
Dan –

Dave Wagner had forwarded a question you posed regarding TID #4. Based on my read of the 1999 amendment of the TID #4 project plan, it would appear that there is ample support for all or a portion of the costs associated with utility relocation and extension along Fond du Lac Avenue north of Donges Bay.

Attached is an excerpt of your TID plan. Also, note that our records indicate that the creation date for the district was July 6, 1994, which would require expenditure to occur prior to July 6, 2016.

If you would like us to do a more detailed impact analysis on the TID, we would need projected costs associated with the projects.

Let me know if you have further questions.

		EHLERS LEADERS IN PUBLIC FINANCE
James A. Mann, CIPMA Senior Financial Advisor/Director		
N21W23350 Ridgeview Pkwy W Suite 100 Waukesha, WI 53188-1015	jmann@ehlers-inc.com cell: (414) 507-6981 direct: (262) 796-6162 toll free: (800) 552-1171	

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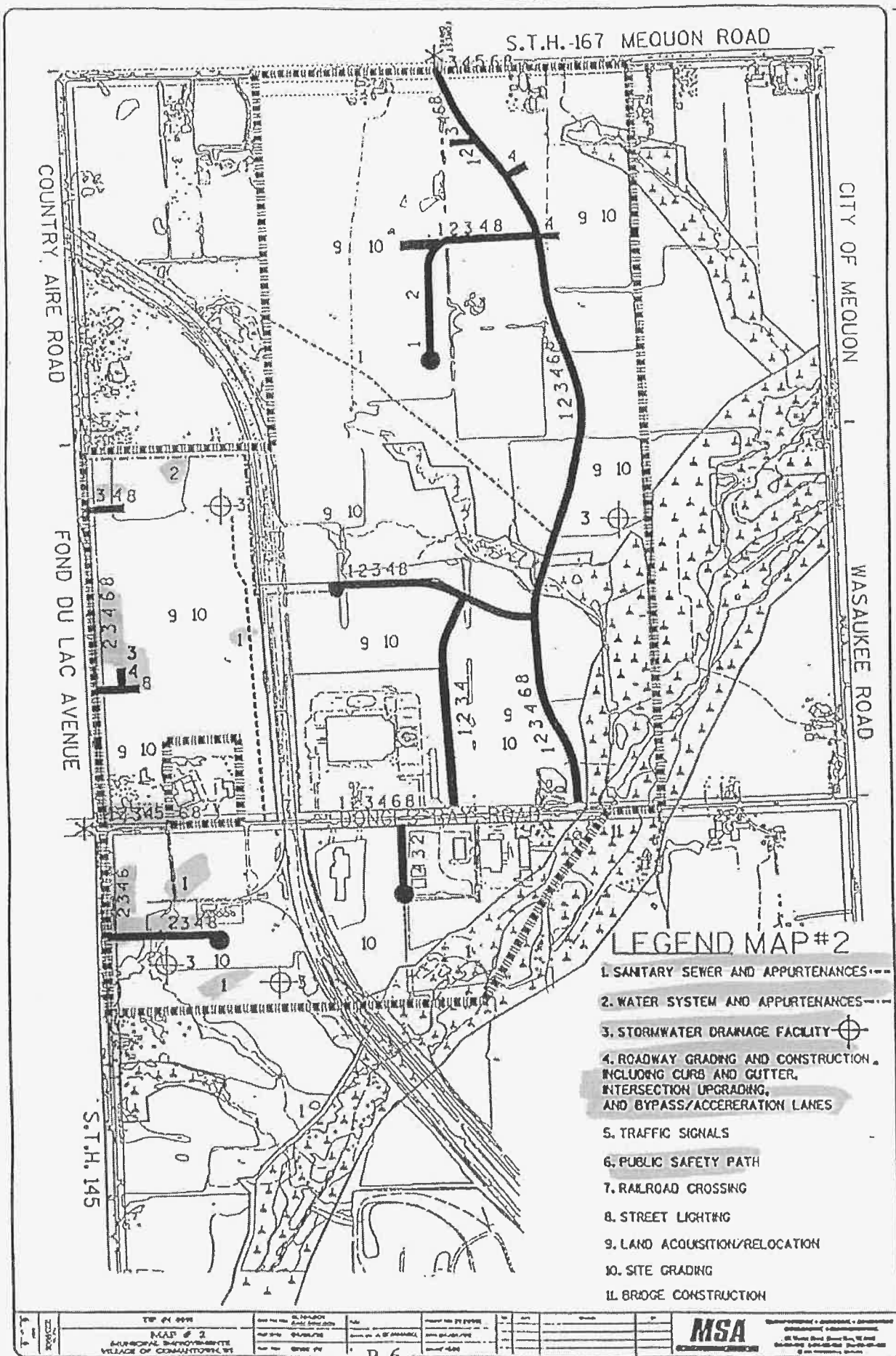
Table 1
SUMMARY OF ESTIMATED DEVELOPMENT COSTS - T.I.D. #4

Map Key No.	Project Description	Location	Estimated Project Costs (1999 Dollars)
1	Sanitary Sewer and Appurtenances	Donges Bay Road, Fond du Lac Avenue, Internal Streets Also, County Line Road northeast to Site (Interceptor)	\$3,680,634.00
2	Water System and Appurtenances	Donges Bay Road, Fond du Lac Avenue, Internal Streets Also, that portion of the water tower which is deemed TIF-eligible	\$2,573,195.00
3	Storm Water Drainage Facilities	Donges Bay Road, Fond du Lac Avenue, Internal Streets Internal lands for retention/detention Donges Bay Road/Fond du Lac Avenue Intersection	\$1,213,602.00
4	Roadway Grading and Construction (including curb and gutter, intersection upgrades, and bypass/acceleration lanes)	Donges Bay Road, Donges Bay Road/Fond du Lac Avenue Intersection, Mequon Road/Forest Drive Intersection, Fond du Lac Avenue, Internal Streets	\$4,118,044.00
5	Traffic Signals	Donges Bay Road/Fond du Lac Avenue, Mequon Road/Forest Drive and Mequon Road/Fond du Lac Avenue (off-site)	\$ 247,500.00
6	Public Safety Paths	Donges Bay Road (on- and off-site) to east of Nor-X-Way Channel Fond du Lac Avenue, Mequon Road, Internal Street	\$ 319,000.00
7	Railroad Crossing	Donges Bay Road/Wisconsin Southern RR Donges Bay Road/Chicago-Northwestern RR	\$ 165,000.00
8	Street Lighting	Donges Bay Road, Fond du Lac Avenue, Internal Streets	\$ 82,500.00
9	Land Acquisition	Donges Bay Road/Fond du Lac Avenue Intersection, Internal Lands	\$5,078,169.00
10	Site Grading; Landscaping	Entire Site; Donges Bay Road, Mequon Road and Internal Streets	\$2,666,642.00
11	Bridge Construction	Donges Bay Road across Nor-X-Way Channel (off-site)	\$ 220,000.00
12	Administrative, Legal, Financial	All projects	\$1,573,755.00
	TOTAL COSTS		\$21,938,041.00

Notes:

- The costs shown above are estimates of probable construction costs shown in 1999 dollars. The figures include engineering, design, construction inspection and related technical support. Also included in each project cost is an amount of 1.5% for contingencies.
- Administrative expenses include directly related project expenses such as, but not limited to, portions of the salaries of Village staff, legal fees, interest, financial services, service fees for engineering, planning and surveying, relocation and appraisal fees, surveying of lots, marketing fees and other related contract services.
- The costs shown above include only a proportionate share of total costs which benefit T.I.D. #4.

MAP #2 PROJECT LOCATION MAP



LEGEND MAP#2

1. SANITARY SEWER AND APPURTENANCES---
2. WATER SYSTEM AND APPURTENANCES---
3. STORMWATER DRAINAGE FACILITY--+
4. ROADWAY GRADING AND CONSTRUCTION, INCLUDING CURB AND GUTTER, INTERSECTION UPGRADING, AND BYPASS/ACCELERATION LANES
5. TRAFFIC SIGNALS
6. PUBLIC SAFETY PATH
7. RAILROAD CROSSING
8. STREET LIGHTING
9. LAND ACQUISITION/RELOCATION
10. SITE GRADING
11. BRIDGE CONSTRUCTION

Germantown Utility Work associated with STH 145 - Donges Bay Rd Intersection Project

Item	Unit	Est. Qty.	Unit Price	Extended Price	Notes
Sanitary Sewer					
Gravity Pipe	L.F.	442	\$135.00	\$59,670.00	
Structures (e.g., MHs)	EA	2	\$5,000.00	\$10,000.00	
Abandonments	EA	4	\$3,100.00	\$12,400.00	
Rock Blasting/Excavation	C.Y.	48	\$115.00	\$5,520.00	
			Sanitary SubTotal	\$87,590.00	
Water Main					
Pressure Pipe	L.F.	1472	\$125.00	\$184,000.00	
Structures (e.g., HYDs)	EA	1	\$3,100.00	\$3,100.00	
Gate Valves	EA	4	\$2,500.00	\$10,000.00	
Relocates	EA	3	\$5,000.00	\$15,000.00	
Abandonments	EA	7	\$3,100.00	\$21,700.00	
Rock Blasting/Excavation	C.Y.	48	\$115.00	\$5,520.00	
			Water Main SubTotal	\$239,320.00	
INFRASTRUCTURE SUBTOTAL				\$326,910.00	
ENGINEERING & CONTINGENCIES (10%)				\$32,691.00	
INFRASTRUCTURE TOTAL				\$359,601.00	

End of 2014 - Cash on Hand

State Pool	1,127,865
First Bank	225,020
Assoc CD	23,300
Ameritrade	1,881,401
	<u>3,257,588</u>

Estimated

Future increment & Other revenue

2015	1,310,000
2016	1,400,000
2017	1,450,000
2018	1,450,000
2019	1,450,000
2020	1,450,000
2021	1,450,000
	<u>9,960,000</u>

Revenue Summary	13,217,588
-----------------	------------

Outstanding Debt (8,576,908)
Service

Rebate Incentives (1,847,443) -1,934,179

Other General Yearly
Expenditures
est \$30,000 at 7 years (210,000)

Projects	(690,000)
----------	-----------

Expense Summary	(11,324,351)
-----------------	--------------

Business Park Sign 60,000
Traffic Signals 270,000
Utilities 360,000
690,000

Balance 1,893,236.5

Incentive Rebates

WI Stamping	Average per year \$15,100 - 8 years until close	120,800
TCI	Maximum rebate	192,823
Ellsworth	Average per year \$37,000 - 8 years until close	296,000
Bradley	\$800,000 maximum - balance =	637,890
Cambridge	Maximum rebate	378,666
Cambridge	Loan Rebate maximum	<u>308,000</u>
		1,934,179

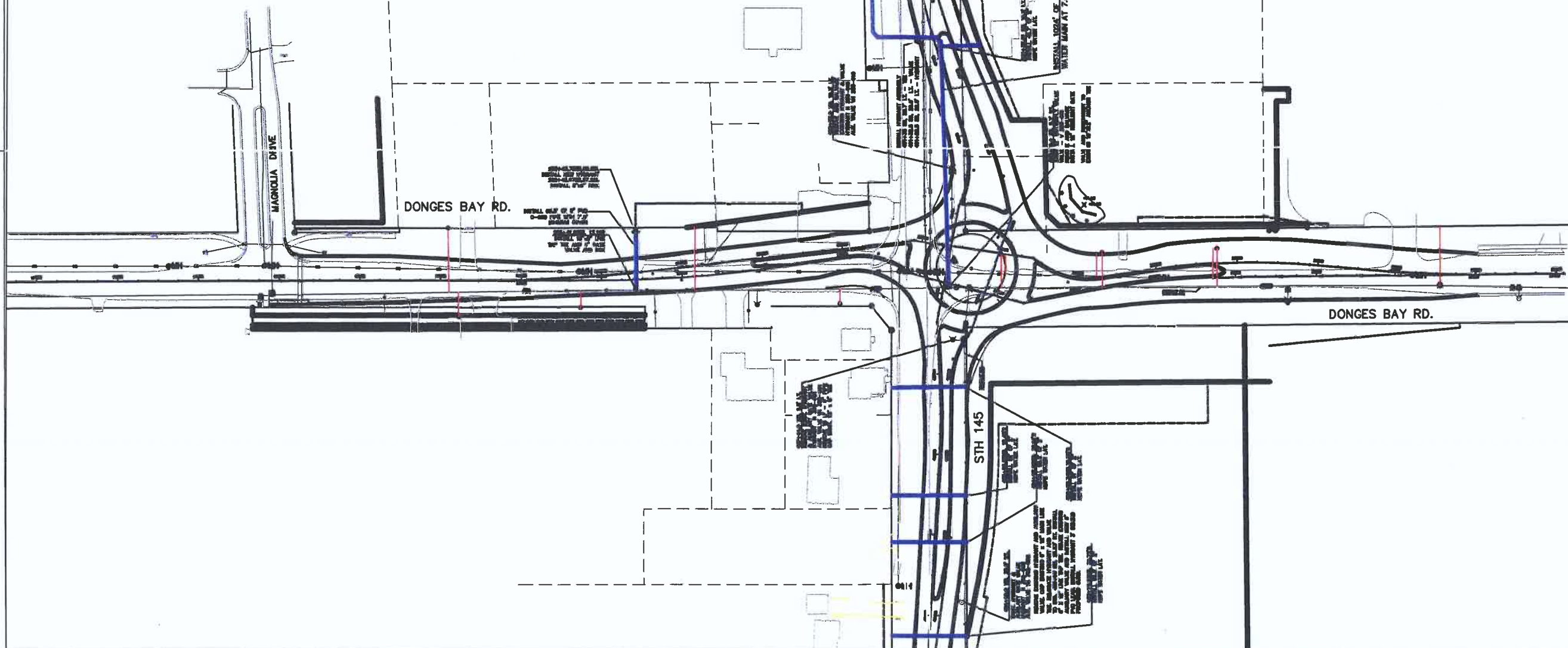
ORIGINAL PLANS PREPARED BY

(Signature) (Date)

THIS STAMP APPLIES TO SANITARY SEWER
AND WATER MAIN PLANS,
SHEETS 1 THROUGH 5



2



PROJECT NO: 2475-00-70

HWY: STH 145

COUNTY: WASHINGTON

UTILITY PLAN OVERVIEW

SHEET 1 OF 5

E

FILE NAME: \$\$...designfile...\$\$

PLOT DATE: \$\$...plottingdate...\$\$

PLOT BY: \$\$...plotuser...\$\$

PLOT NAME

PLOT SCALE: \$\$...plotscale...\$\$

WISDOT/CADDs SHEET 41a

X. C

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

MEETING DATE: February 16, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award of Water Main Contract – Appleton Ave Extension and Lakewood Condos Relay

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

SUMMARY EXPLANATION:

The purpose of the Appleton Ave. extension project is to progress via Phase 2 a loop from the existing dead end segment in Appleton Ave. to the Hwy. 41/45-Lannon Rd. interchange crossing, both of which were previously installed in Year 2014. Past significant milestones that relate to the Appleton Ave. water main extension project include:

1. 1st Consultant Recommendation (Nov., 2003)
2. 2nd Consultant Recommendation (Sep., 2012)
3. Concept Authorization (Public Works & Highway Committee, Mar. 5, 2013)
4. Phase 1 Contract Award (PWHC, Mar. 10, 2014)
5. Phase 1 Contract Award (Village Board, May 19, 2014)

The purpose of the Lakewood Condos relay project is to systematically continue to reduce water main break disruptions by replacing ductile iron pipe under attack by acidic soils with HDPE or PVC pipe which is resistant to acidic soils. Past significant milestones that relate to the present Lakewood Condos water main relay project include:

1. Concept Authorization, Lake Park Homes (PWHC, Aug. 4, 2009)
2. Contract Award, Lake Park Homes (PWHC, Oct. 13, 2009)
3. Contract Award, Lake Park Homes (VB, Oct. 19, 2009)
4. Contract Award, Lake Park East-West (PWHC, Oct. 5, 2010)
5. Contract Award, Lake Park East-West (VB, Oct. 18, 2010)
6. Concept Authorization, Lake Park West (PWHC, Apr. 5, 2011)
7. Contract Award, Lake Park West (PWHC, Jul. 5, 2011)
8. Contract Award, Lake Park West (VB, Jul. 18, 2011)
9. Contract Award, Francese/Sylvan (PWHC, Mar. 6, 2012)
10. Contract Award, Francese/Sylvan (VB, Mar. 19, 2012)

ATTACHMENTS: Bid Tabulation

PUBLIC WORKS & HIGHWAY COMMITTEE ACTION (2/3/2015):

Award a contract to Advance Construction for \$538,000.00. 3A:1N (Zabel)

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.

Lannon-Appleton Water Main Extension Phase 2, Project #1216; and Lakewood Water Main Relay, Project #1412; Village of Germantown

PROJECT #1216 SCOPE: 2,700± l.f. 12” dia. water main extension in Appleton Ave. from 3,150± southeast of the Appleton Ave./Lannon Rd. intersection toward the same intersection, via open trenching and/or boring											
			Advance Construction			Globe Contractors			Mid City Plumbing & Heating		
NO.	ITEM	UNIT	PERCENTAGE OF 2,700 l.f.	UNIT PRICE	EXTENDED AMOUNT	PERCENTAGE OF 2,700 l.f.	UNIT PRICE	EXTENDED AMOUNT	PERCENTAGE OF 2,700 l.f.	UNIT PRICE	EXTENDED AMOUNT
A01	Trenching methodology, all-inclusive/all-incidental excluding rock removal	L.F. (Mainline)	66.0%	\$142.00	\$253,044.00	100.0%	\$190.00	\$513,000.00	92.0%	\$250.00	\$621,000.00
A02	Boring methodology, all-inclusive/all-incidental excluding rock removal	L.F. (Mainline)	34.0%	\$142.00	\$130,356.00	0.0%	\$0.00	\$0.00	8.0%	\$250.00	\$54,000.00
A03	Rock removal, all-inclusive/all-incidental, 200 c.y.	C.Y. (In-situ)	N/A	\$88.00	\$17,600.00	N/A	\$70.00	\$14,000.00	N/A	\$65.00	\$13,000.00
A10			SUBTOTAL (A01+A02+A03)			\$401,000.00			\$527,000.00		
PROJECT #1412 SCOPE: 1,050± l.f. of 8” dia. water main relay from 900± south of the Western Ave. – Main St. intersection toward the east along the north shore of the lake, via open trenching and/or boring											
			Advance Construction			Globe Contractors			Mid City Plumbing & Heating		
NO.	ITEM	UNIT	PERCENTAGE OF 1,050 l.f.	UNIT PRICE	EXTENDED AMOUNT	PERCENTAGE OF 1,050 l.f.	UNIT PRICE	EXTENDED AMOUNT	PERCENTAGE OF 1,050 l.f.	UNIT PRICE	EXTENDED AMOUNT
B01	Trenching methodology, all-inclusive/all-incidental excluding rock removal	L.F. (Mainline)	5.0%	\$130.00	\$6,825.00	100.0%	\$190.00	\$199,500.00	70.0%	\$375.00	\$275,625.00
B02	Boring methodology, all-inclusive/all-incidental excluding rock removal	L.F. (Mainline)	95.0%	\$130.00	\$129,675.00	0.0%	\$0.00	\$0.00	30.0%	\$375.00	\$118,125.00
B03	Rock removal, all-inclusive/all-incidental, 100 c.y.	C.Y. (In-situ)	N/A	\$5.00	\$500.00	N/A	\$70.00	\$7,000.00	N/A	\$65.00	\$6,500.00
B10			SUBTOTAL (B01+B02+B03)			\$137,000.00			\$206,500.00		
C10			TOTAL (A10+B10)			\$538,000.00			\$733,500.00		
			Advance Construction			Globe Contractors			Mid City Plumbing & Heating		

BUSINESS OF THE VILLAGE BOARD OF TRUSTEE'S
GERMANTOWN, WI
Fire Department

MEETING DATE: February 16, 2015

AGENDA ITEM: New Business

ITEM TITLE: Proposed Charges and/or Fire Inspection Fee Increases

SUBMITTED BY: Chief Gary L. Weiss

SUMMARY EXPLANATION:

Currently the fees charged by the Village of Germantown are below what is usual and customary. At times we are not even covering our cost to conduct the inspection. After reviewing what other communities' are charging it was determined that our rate schedule needed to be updated.

Our current fee schedule as per the Village Code is as follows:

(5-10(3.1) (c)(d)

Fees. An administrative fee shall be charged for each application (job) submitted in an amount to be determined and set by the Village Board from time to time. An invoice will be mailed after the review process. Payment is to be made directly to the Village's designated fire safety plan reviewer, and all plan approvals shall be conditioned upon receipt of such payment.

(d) *Final Site Inspection and Certification.* The Village of Germantown Fire Department shall charge and be compensated by the developer or contractor for final site inspection and certification in an amount to be determined and set by the Village Board from time to time. A check is to be made payable to the Germantown Fire Department and sent with the cover letter at the time of application. Upon completion of the inspection and certification, the sprinkler system must be put in service and operational.

The fees charges is accordance with the above section is \$100.00 for a two hour Sprinkler system hydro test. Other tests we do not charge for although have been asked by several contactors who they should make the check out to. Charging for these services, as shown by the examples provided is an industry standard in the area.

ATTACHMENT: ORDINANCE___ RESOLUTION_X___ OTHER_X___

Proposed charges and/or fire inspection fee increases

Examples for other communities'

Draft Resolution (prepared by Village Attorney)

RECOMMENDATION:

The Fire Department respectfully requests the Village Board of Trustee's Approve and Adopt the Revised Fee Schedule as Proposed.

This schedule was unanimously approved by the Public Safety Committee.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 07-15

A RESOLUTION ESTABLISHING A SCHEDULE FOR
FIRE DEPARTMENT INSPECTION AND PERMIT FEES

WHEREAS, the Village Board having previously set a fee schedule for certain inspections and permits provided by or through the Village's Fire Department; and

WHEREAS, the Chief of the Germantown Fire Department has reviewed current charges for these fees, as they compare to the municipal costs of providing the same and has also reviewed the fees charged by other municipalities in the area; and

WHEREAS, the Fire Chief has recommended that the existing fee schedule be amended so as to reflect the actual cost to the Village of providing these services;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby replace the existing fee schedule with the fee schedule attached to this Resolution, which shall be henceforth used and shall constitute the fees for inspection services and permits conducted by or administered by the Fire Department until amended or rescinded by further resolution of the Village Board.

Introduced by Trustee:

Adopted: February 16, 2015

Vote: Ayes:

Nays:

Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

Proposed Charges and/or Fire inspection Fee Increases

Re-Inspection Fees

There shall be a \$75.00 dollar fee for inspections which require a third or more trips to a building or job site by a fire inspector.

After Hours Inspection

An applicant may submit a written request for an after-hours inspection. This request must state the need for an after-hours inspection, the Fire Chief or his designee will have the sole authority to approve the request subject to the availability of the fire inspectors. Any inspection completed outside of normal working hours (Monday thru Friday, 8AM to 4PM) will be charged at a rate of \$100.00 an hour with a two hour minimum.

Additional Charges

Plan Review	\$125.00
Fire Alarm System Test/Acceptance	\$125.00
Fire Alarm Test/Acceptance	\$125.00
Fire Suppression System (Hood or Booth) Test/Acceptance	\$125.00
Private Fire Hydrant Flow Test	\$100.00
Smoke Evacuation System	\$100.00

Permits

Burn Permit-onetime \$25.00 fee for all burn permits. The permit holder can renew the permit (30 day permit) for up to one year. (January to January).

Building Demolition	\$250.00
Tents for Public Assembly >25 people	\$50.00

NORTH SHORE FIRE DEPT

Fire Prevention Bureau Fee Schedule

General:

Occupancy Inspection - \$75.00 (\$25/multi-family unit with \$75 minimum)
Work without Permit Double normal fee
Re-inspection Fee - \$75.00
Special Plan Review/Inspection Subject to actual cost
Variance Requests - \$100/code section

Plan Review (Includes Site Inspection):

Construction Compliance with Fire Code - \$.07/sq. ft. (\$75 minimum)
Performance Based or Alternative Design - \$.07/sq. ft. (\$100 minimum)
Fire Alarm and Detection Systems - \$.07/sq. ft. (\$75 minimum)
Audio/Visual Annunciation Systems - \$250 up to 20 devices, \$500 over 20 devices
Hood and Duct Suppression Systems - \$100 per system
Other Suppression Systems (FM200, Cardox, etc.) - \$100/plan
Smoke Evacuation - \$75/plan
Water-based Sprinkler Systems (new or altered < 20 heads) - \$100
Water-based Sprinkler Systems (new or altered >20 heads) - \$.07/sq. ft. (\$100 minimum)
Spray Booth Operations - \$100/plan

Acceptance Tests:

Hydro-test of Sprinkler Piping (2 hr. test) - \$125
Fire Pump - \$100
Fire Alarm and Detection System - \$100
Hood and Duct Suppression System - \$100
Other Suppression - \$100
Smoke Evacuation System - \$100
Spray Booth System - \$100

Other Permit Items:

Bonfires, Cermonial Fires, Vegetation Burns - \$50
Hot Work - \$25
Indoor Vehicle Exhibits - \$25
Building Demolition - \$250
Tents for Public Assembly >400 sq. ft. - \$50
Temporary Fuel Storage - \$50
Fireworks Displays - \$125

MEQUON FIRE DEPT

Burning Permits

Renewals: If you have had a burn permit in the past, you can renew your permit for \$20.00. Renewals can be made by mailing your payment to the Mequon Fire Department. Checks should be made payable to the City of Mequon in the amount of \$20.00. Once payment is received, your permit will be mailed to you. Permits can be purchased in person at the Fire Department on Mondays, Tuesdays and Thursdays from 9:00 am – 4:00 pm. Payments for renewals are also accepted at the Mequon Police Department 24 hours a day or at City Hall during normal business hours. Your payment and information will be sent to the Fire Department for processing.

New Permits: For a new permit, complete the [Burn Permit Information Form](#) on the City website, located on the Fire Department's page. You may mail or drop off the completed form at the Fire Department, located at [11300 N. Buntrock Avenue, Mequon, WI](#). You will be contacted within 1-2 days from receipt of form to schedule an appointment for an inspection of your property. An inspection needs to be conducted before a permit is issued. The inspection verifies that your burning site is in compliance with the ordinance. The cost of a permit is \$20.00 and checks can be made payable to the City of Mequon during the time of your inspection. *This payment should not be made in advance and can be made during the time of inspection and approval.*

WEST BEND

Permit required for outdoor burning within the city limits excluding recreational fires in approved wood burning manufactured devices. Permits will be issued by the fire chief for special events or areas covered by a Natural Area Vegetation Management Plan. Special events include ceremonial bonfires or construction sites where wood is burned in approved appliances for the strict purpose of heating sand in inclement weather.

See Section 5.223(2) of the City of West Bend Municipal Code for further requirements on Open Air Burning.

TO APPLY FOR AN OPEN BURNING PERMIT:

STEP 1. Submit a plan to the Fire Department on the planned burn. Provide on all plans:

- o Name of Property Owner.
- o Contractor conducting burn (if applicable).
- o Location of burn.
- o Plan Date(s) (including rain dates) and time of burn.
- o Type of burning to be conducted.
- o All property information (ie. Property lines, compass points, area to be burned, building locations – Not done within 50 feet of any structure).
- o Number of personnel for fire attack and suppression equipment.

o A copy of written approval from the Wisconsin Department of Natural Resources (DNR) authorizing the burn.

STEP 2. Complete the required application (BELOW).

STEP 3. Permit fee of \$75.00.

If the West Bend Fire Department is contracted to standby during the burn, arrangements shall be made with the Fire Chief for the hourly wage to be charged in addition to the permit fee.

MENOMONEE FALLS

ITEM

DESCRIPTION

RATE

FEE

1

Hood and Duct Extinguishing Systems Plan Review \$50.00

a. Acceptance Testing \$75.00

b. Retest \$75.00

2

Fire Protection System Plan Review

Fire Dept. Approval Required for 20 or More Sprinkler Heads \$125.00

a. Acceptance Testing Minimum (1-10 heads) \$50.00

b. Acceptance Testing 11 or more Sprinkling Heads # add'l heads _____ @ .25¢ \$0.25 each

c. Retest same as acceptance testing fee

d. Hose Valve

\$50.00 each

3

Private Hydrants Plan Review

a. Acceptance Testing

N/C

\$50.00

4

Fire Alarms Plan Review \$150.00

a. Acceptance Testing Minimum (1-10 total initiating and notification devices) \$50.00

b. Acceptance Testing 11 or more total initiating and notification devices (add per device) \$2.00 each

c. Retest same as acceptance testing fee

5

Dry Chemical Extinguishing System Plan Review \$50.00

a. Acceptance Testing \$100.00

b. Retest same as acceptance testing fee

6 Fuel Tank Installation or Removal \$50.00 per Tank

Failure To Obtain Permit Before Starting Work Double Fee

Minimum Permit Fee - \$50.00 Non-Refundable PERMIT FEE

JACKSON FIRE DEPT

PLAN REVIEW:

SPRINKLER SYSTEMS \$100.00 XXXXXXXXXXXXX

FIRE ALARM SYSTEMS \$ 75.00

FIRE HOSE RACKS \$ 75.00

FIRE SUPPRESSION SYSTEMS – BOOTHS \$ 75.00

FIRE SUPPRESSION SYSTEMS – HOODS \$ 75.00

PRIVATE FIRE HYDRANTS \$ 75.00

PRIVATE SIAMESE CONNECTIONS \$ 75.00

STANDPIPE SYSTEMS \$ 75.00

DEVICES:

ALARM NOTIFICATION DEVICES \$ 1.00 each

HEAT DETECTORS \$ 1.00 each

SMOKE DETECTORS \$ 1.00 each

PULL STATIONS \$ 1.00 each

SPRINKLER HEADS \$ 1.00 each

NOZZLES – HOODS & BOOTHS \$ 1.00 each

ACCEPTANCE TESTS:

SPRINKLER SYSTEMS \$100.00

STANDPIPE SYSTEMS \$100.00

FIRE ALARM SYSTEMS \$ 50.00

HOOD & BOOTH SUPPRESSION SYSTEMS \$ 50.00

VARIANCES:

MUNICIPAL CODE OR STATE CODE \$ 50.00

MINIMUM PERMIT FEE \$ 50.00

FAILURE TO CALL FOR FINAL INSPECTION \$100.00

WORK STARTED BEFORE PERMIT ISSUED – DOUBLE FEE / \$100.00 MINIMUM

OCCUPANCY BEFORE FINAL INSPECTION – DOUBLE FEE / \$100.00 MINIMUM

APPLICATIONS FILLED OUT INCORRECTLY WILL BE RETURNED WITH \$25.00

CHARGE

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

MEETING DATE: February 16, 2015

AGENDA ITEM: New Business

ITEM TITLE: Amendment to MLG-Commercial Listing Contract

SUBMITTED BY: David R. Schornack, Village Administrator

SUMMARY EXPLANATION:

The listing contract with MLG-Commercial for the sale of land in the Business Park expired on March 6, 2015. MLG-Commercial is requesting the contract be amended by extending the termination date of the contract to March 6, 2017.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- ◆ Amendment to listing contract

BOARD ACTION REQUESTED:

Motion to approve the amendment to the listing contract with MLG-Commercial to extend the termination date to March 6, 2017.

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated March 6, 2006, between the undersigned,
2 for sale of the property known as (Street Address/Description) Germantown Business Park
3 in the Village of Germantown, County of
4 Washington, Wisconsin is amended as follows:

5 ☐ The list price is changed from \$_____ to \$_____.

6 ☒ The expiration date of the contract is changed from midnight March 6, 2015 to
7 midnight March 6, 2017.

8 ☐ The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list
9 price: _____

10 _____
11 ☒ Other: 1) Seller is the Village of Germantown.
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____

23 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

24 **CAUTION: Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual**
25 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a**
26 **listing contract, without the written consent of the Agent(s)' supervising broker.**

27 MLG Commercial, LLC

28 Broker/Firm ▲

29

(x) _____

Seller's Signature ▲ Date ▲

Print name ► Dean Wolter, President

30 (x) _____

31 By ▲ Date ▲

32 Print name ► Barry S. Chavin

(x) _____

Seller's Signature ▲ Date ▲

Print name ►

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

MEETING DATE: February 16, 2015

AGENDA ITEM: New Business

ITEM TITLE: Amendment No. 3 to Declaration of Restrictions and Covenants for Germantown Business Park TIF #4

SUBMITTED BY: Brian Sajdak, Village Attorney

SUMMARY EXPLANATION:

The attached amendment, if approved, would create section 9.5 to the Declaration of Restrictions and Covenants for the Germantown Business Park TIF #4 regarding security walls and fences as to their design, dimensions, material, landscaping setback and location. The majority of the lot owners must sign onto any amendments to the covenants. Since the Village still owns two lots, the Village also needs to consider signing onto this amendment.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Amendment No. 3 to Declaration of Restrictions and Covenants for Germantown Business Park TIF #4

RECOMMENDATION:

Authorize the Village President to sign Amendment No. 3 to the Declaration of Restrictions and Covenants for the Germantown Business Park TIF #4