

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, April 16, 2018 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. **APPOINTMENTS:**

A. Standing Committees of the Village Board

A. General Government & Finance:

Chair Trustee Arthur Zabel	04/17/2018 – 04/16/2019
Trustee Terri Kaminski	04/17/2018 – 04/16/2019
Trustee David Baum	04/17/2018 – 04/16/2019
Trustee Rick Miller	04/17/2018 – 04/16/2019

B. Public Safety:

Chair Trustee Jeff Hughes	04/17/2018 – 04/16/2019
Trustee Dan Wing	04/17/2018 – 04/16/2019
Trustee Robert Warren	04/17/2018 – 04/16/2019
Trustee Dennis Myers	04/17/2018 – 04/16/2019

C. Public Works & Highways:

Chair Trustee Terri Kaminski	04/17/2018 – 04/16/2019
Trustee Jeff Hughes	04/17/2018 – 04/16/2019
Trustee Robert Warren	04/17/2018 – 04/16/2019
Trustee Arthur Zabel	04/17/2018 – 04/16/2019

B. Commissions/Boards/Committees

1. ***Administrative Appeals Review Board***
 Trustee Terri Kaminski 04/17/2018 – 04/16/2019
 2. ***Board of Review***
 Member Ingolf Schneider 05/01/2018 – 04/30/2023
 3. ***Historic Preservation Commission***
 Chair/Trustee Rick Miller 04/17/2018 – 04/20/2020
 4. ***Library Board***
 Trustee Dan Wing 04/17/2018 – 04/16/2018
 5. ***Park & Recreation Commission***
 Trustee Rick Miller 04/17/2018 – 04/16/2018
 Member Brian Depies 05/01/2018 – 04/30/2021
 Member Steve Stapleman 05/01/2018 – 04/30/2021
 6. ***Plan Commission***
 Chair Dean Wolter 04/17/2018 – 04/16/2018
 Trustee David Baum 04/17/2018 – 04/16/2018
 Member Name to Come 05/01/2018 – 04/30/2021
 Member Anthony Laszewski 05/01/2018 – 04/30/2021
 Member Peter Nilles 05/01/2018 – 04/30/2021
 7. ***Police & Fire Commission***
 Member Al Campbell 05/01/2018 – 04/30/2023
 8. ***Senior Center Advisory Committee***
 Member Arline Flesch 05/01/2018 – 04/30/2021
 Trustee Arthur Zabel 04/17/2018 – 04/20/2020
 Trustee Dennis Myers 04/17/2018 – 04/20/2020
- C. ***Weed Commissioner***
 Planning/Zoning Adm. Jeff Retzlaff 04/17/2018 – 04/16/2019
- D. ***Mid-Moraine Legislative Committee***
 Trustee Representative Arthur Zabel 04/17/2018 – 04/16/2019
- E. ***Official Posting Places***
 Village Hall - N112 W17001 Mequon Road
 Public Library - N112 W16957 Mequon Road
 Village Website

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

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads.

VII. 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)

VIII. CONSENT AGENDA:

- A. Approval of Minutes: April 2, 2018 Regular Village Board Meeting
- B. Accounts payable/payroll
 - 1. March 20, 2018 Payroll (Hourly) \$ 214,347.08
 - 2. March 25, 2018 Accounts Payable \$ 442,709.07
 - 3. March 31, 2018 Payroll (Salary) \$ 87,470.62
- C. Operator's Licenses: Operator's Licenses: Cynthia Heyman, Marie Ashley Mendiola, Kristine Meinhardt [Recommended].

The following items were forwarded from **Public Safety** with a unanimous recommendation.

- D. Squad Equipment and Change-Over. – Police Department.

The following items were forwarded from **Board of Public Works** with a unanimous recommendation.

- E. Invoice – CTW Corp. – Repair at Well #11 in an amount not to exceed \$17,668.
- F. Purchase of New Automatic Transfer Switch for Well #7 from – Fabick Cat in an amount not to exceed \$6,397.
- G. Engagement of Frank Giltzer Electric for the installation of new Transfer switch in an amount not to exceed \$5,480.
- H. Authorization to Purchase – Crack Filling Material.
- I. Award of Contract – Country Aire/Mequon Road Water Main Extension & Relocation.
- J. Developer Agreement – Rainbow Childcare Center of Germantown – Review & Possible Action.

IX. PUBLIC HEARING:

- A. Bill Carity, Carity Land Corporation, agent for Briscoe Development & Management, Inc., property owners – 147.2 acres south of Freistadt Road, east of the Canadian National Railroad, north of Mequon Road and west of Country Aire Drive. 2020 Comprehensive Land Use Plan (LUP) map amendments to reclassify portions of said property from “Agricultural/Conservation Residential” to “Low Density Residential”, “Low Density Residential” to “Medium Density Residential” and “Commercial” to “Medium Density Residential” for purposes of developing a 142-lot single-family and 60-unit condominium residential development known as “Wrenwood” (Tax Key Nos. GTNV 231-998, 232-989, 232-998, 233-981, 234-993 and 234-990).
- B. Bill Carity, Carity Land Corporation, agent for Briscoe Development & Management, Inc., property owners – 147.2 acres south of Freistadt Road, east of the Canadian National Railroad, north of Mequon Road and west of Country Aire Drive. Applications to create an Rs-5: Single-Family & Rm-2: Multi-family Planned Development District (PDD) pursuant to Section 17.27 of the zoning code, and, to Rezone said property from the A-1: Agricultural Zoning District into the newly created Rs-5 & Rm-2/PDD for purposes of developing a 142-lot single-family and 60-unit condominium residential area known as “Wrenwood” (Tax Key Nos. GTNV 231-998, 232-989, 232-998, 233-981, 234-993 and 234-990).

X. NEW BUSINESS:

- C. Action on Hiring of Village Engineer.
- D. Bill Carity, agent for Briscoe Development & Management Inc., property owner, 147.2 acres of land south of Freistadt Road, east of the Canadian National Railroad, north of Mequon Road and west of Country Aire Drive (Tax Key Nos. 231-998, 232-989, 232-998, 233-981, 234-993 and 234-990). Consideration and action on a 2020 Land Use Plan (LUP) map amendment Ordinance 07-2018 to reclassify portions of said property from “Agricultural/Conservation Residential” to “Low Density Residential”, “Low Density Residential” to “Medium Density Residential” and “Commercial” to “Medium Density Residential” for purposes of developing a 142-lot single-family and 60-unit condominium residential development known as “Wrenwood”.
- E. Bill Carity, agent for Briscoe Development, property owner – 147.2 acres of land south of Freistadt Road, east of the Canadian National Railroad, north of Mequon Road and west of Country Aire Drive (Tax Key Nos. 231-998, 232-989, 232-998, 233-981, 234-993 and 234-990); Consideration and action on Rezoning Ordinance 08-2018 to Create an Rs-5 & Rm-2 Planned Development District (PDD) and rezone said property from the A-1: Agricultural Zoning District to the Rs-5 & Rm-2/PDD District, and, consideration and action on Resolution 28-2018 establishing specific conditions and restrictions for the Rs-5 & Rm-2/PDD to guide specific development therein.
- F. 2017 Germantown Community Library Annual Report.
- G. Resolution 29-2018, Authorization to Proceed with an Agreement with Ehlers to Provide a Feasibility Analysis of a Tax Incremental District.
- H. Resolution 30-2018, Authorization to Proceed with an Agreement with R.W. Management Group in an amount not to exceed \$24,000 for Analysis of the Fire Department and Hiring of Fire Chief.
- I. Resolution 31-2018 Authorizing and Directing Village Staff to Contact and Work with Southeastern Wisconsin regional Planning Commission (SEWRPC) to Amend the Regional Water Quality Management Plan for Eventual Addition of Certain Lands Located Generally Between Freistadt Road, Goldendale Road, Wisconsin Southern Railroad and the Existing Sewer Service area to the East to MMSD’s Sanitary Sewer Service Area.

XI. ADJOURNMENT

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

**THE CEREMONIAL OATH OF OFFICES WILL BE ADMINISTERED
AT THE END OF THE MEETING**

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
April 2, 2018**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Campbell, Hughes, Kaminski, Miller, Myers, Warren and Zabel. Also present: Administrator Kreklow, Clerk Boldrey, and Attorney Sajdak.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Pres. Wolter reminded residents to vote tomorrow.

Administrator Kreklow reported that there is a potential new development interesting in locating in the Village of Germantown. It is a potentially large development with a quick turnaround time. This could be two large developments in the Holy Hill area.

**ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC
INTEREST/DEPARTMENT AND COMMITTEE REPORTS:**

Trustees provided information on upcoming meeting dates and times.

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

Paul Groh, Holy Hill Lane of Hubertus, of Metro Cigars would like his item for a new building to go forward to the April 16th agenda. He has sent emails to the Village Staff with this request. The purpose would be the building on lot five. Pres. Wolter answered that the item will have to take the appropriate steps per the ordinance.

CONSENT AGENDA:

A. Approval of Minutes: March 19, 2018 Regular Village Board Meeting

B. Accounts payable/payroll

March 20, 2018	Payroll (Hourly)	\$ 206,681.07
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March 25, 2018	Accounts Payable	\$ 539,024.18
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March 31, 2018	Payroll (Salary)	\$ 86,736.70
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The following items were forwarded from **Public Safety** with a unanimous recommendation.

C. Operator's Licenses: Katelyn Dory, Joshua Stoltenberg

D. Change of Agent: Heather Lazar, Cost Plus World Market.

E. Application for Fireworks User Permit, July 4th at Fireman's Park – Lynn Grgich Kiwanis. Operator: Wolverine Fireworks Display.

The following items were forwarded from **General Government and Finance** with a unanimous recommendation.

F. Resolution 25-2018 – Approving Amendments to the 2018 Budget – Capital Account & General Fund Carry Over.

G. Resolution 26-2018 – Authorizing the Charge-off of Uncollected 2016 Delinquent Personal Property Taxes.

MOTION (Baum/Myers) to approve Consent Agenda Items A – G. Zabel requested that item A. Approval of Minutes: March 19, 2018 be removed from the list as he was not at the March 19th meeting.

Roll call vote carried.

MOTION (Baum/Myers) to approve item A. Approval of Minutes: March 19, 2018. Motion Carried, Zabel abstained as he was not at the March 19th meeting.

VIII. NEW BUSINESS:

- A. Trio Engineering, Agent for the Germantown School District, Property Owner of the Germantown High School, W180 N11501 River Lane. Certified Survey Map (CSM) application to combine parcels.

MOTION (Baum/Warren) to approve Certified Survey Map (CSM) application to combine parcels Germantown School District, Property Owner of the Germantown High School, W180 N11501 River Lane. Motion carried.

- B. Ordinance 06-2018, An Ordinance Amending Chapter 3.08, Claims Procedure of the Village Of Germantown Municipal Code.

MOTION (Baum/Myers) to approve, Ordinance 06-2018, An Ordinance Amending Chapter 3.08, Claims Procedure of the Village Of Germantown Municipal Code. There were no concerns from the auditors. Roll call vote carried.

- C. New Class "B" Fermented Malt Beverage Application for Apple Works Winery LLC, W179N12536 Fond du Lac Ave, Kevin Behnke, May 1, 2018 – June 30, 2018.

MOTION (Myers/Baum) to approve, New Class "B" Fermented Malt Beverage Application for Apple Works Winery LLC, W179N12536 Fond du Lac Ave, Kevin Behnke, May 1, 2018 – June 30, 2018. Attorney Sajdak reported that this would require a change in premise. The premise should be the retail sales building and outer patio area. Amendment Motion (Myers/Baum) to include the language of change of premise to be the retail sales building and outer patio area. Motion carried. Motion as amended carried.

- A. Administrator Performance Review & Objectives. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and may reconvene into open session to take such action as it deems appropriate.

Motion by (Myers/Zabel) to Convene into Closed Session in regards to:

Administrator Performance Review & Objectives. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and may reconvene into open session to take such action as it deems appropriate. The Board convened into closed session at 7:15 p.m. and included the Village Board and Administrator Kreklow. Roll Call Vote Carried Unanimously.

The Board reconvened into open session at 7:36 p.m.

ADJOURNMENT: There being no further business, meeting adjourned at 7:37 p.m.

Village Clerk

DRAFT

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

MEETING DATE: Monday, April 2nd, 2018

AGENDA ITEM: New Business

ITEM TITLE: Squad Equipment and Change-Over

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

The department is requesting approval of funds for the change-over and purchase of equipment for the squads approved for 2018. I have attached two quotes; the difference is due to the fact that one of the outgoing squads is a Ford Expedition so there is not a great deal of equipment that can be used on the Explorer. The other squad being replaced is an Explorer so there is a significant amount of equipment that can be reused.

The funds for the change-overs are in the 2018 budget under account 10-512-570-8100.

Squad #15	\$13,554.50
<u>Squad #19</u>	<u>\$10,937.20</u>
Total	\$24,491.70

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:



General Fire Equipment Co., Inc

975 North Hawley Rd
Milwaukee, WI 53213

Phone: 414/475-0959

Order Number B15551

Order Date 02/02/18

Bid Expiration Date (None)

Required Date 02/02/18

Bill To:

Germantown Police Department
P.O. Box 96
N112 W16877 Mequon Road
Germantown, WI 53022

Ship To:

Germantown Police Department
P.O. Box 96
N112 W16877 Mequon Road
Germantown, WI 53022

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
GERM02	Best way	Origin	Net 25 Days		BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
3	0	SOUENGHNK02		51.00		153.00
		Sound-Off BluePrint Remote Node Wire Harness		N		
1	0	001		2700.00		2700.00
		Labor Charges For Installation Of Equipment Into Squad		N		
					Shipping Subtotal	300.00
					Non Taxable Subtotal	13254.50
					Taxable Subtotal	0.00
					Tax	0.00
					Total Order	13554.50

Phone: 414/475-0959

Order Number B15563

Order Date 02/02/18

Bid Expiration Date (None)

Required Date 02/02/18

Bill To:

Germantown Police Department
P.O. Box 96
N112 W16877 Mequon Road
Germantown, WI 53022

Ship To:

Germantown Police Department
P.O. Box 96
N112 W16877 Mequon Road
Germantown, WI 53022

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.	
GERM02	Best way	Origin	Net 25 Days		BW03		
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure		Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)			Discount %	Tax	
1	0	MOT-MMGSK			1.75		1.75
		Antenna Base Gasket			N		
2	0	INS-LVR			50.75		101.50
		SPDT Low Voltage Specialty PC Relay			N		
1	0	INS-MAGS			10.00		10.00
		Magnetic Door Switch Assy.			N		
1	0	INS-TS16			8.50		8.50
		16 Position Terminal Strip			N		
1	0	INS-TS20			9.00		9.00
		20 Position Terminal Strip			N		
1	0	INS-GS			14.95		14.95
		1/4"-20 Black surface Mount Ground Stud			N		
1	0	INS-BATTERY			115.00		115.00
		High amperage battery, 27 AHR			N		
1	0	KUS091-139-C12			95.00		95.00
		Kussmaul Auto Isolator I Dual Battery Smart Controller			N		
1	0	INS-R75A			62.98		62.98
		60amp Heavy Duty Relay, Solid State w/ Heat Sink			N		
1	0	MISC			0.00		0.00
		Customer requests the following:			N		
		Tri-Blcok on PS console facing sideways w/ slight angle upward about 20 degrees					
		for connections of flashlight & radar					
		Insure glove box opens almost all the way					



General Fire Equipment Co., Inc

975 North Hawley Rd
Milwaukee, WI 53213

Phone: 414/475-0959

Order Number B15563

Order Date 02/02/18

Bid Expiration Date (None)

Required Date 02/02/18

Bill To:

Germantown Police Department
P.O. Box 96
N112 W16877 Mequon Road
Germantown, WI 53022

Ship To:

Germantown Police Department
P.O. Box 96
N112 W16877 Mequon Road
Germantown, WI 53022

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
GERM02	Best way	Origin	Net 25 Days		BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
		PA Mic on magnetic holder on side of consle between seat and laptop pole Radar wires Power and remote, loomed and run down PS of dash exposed Radar heads go to the DS of console by windshield No LED indicator for camera DVR up front 1" filler above for Lind box clearance Flashlight on vertical bracket mounted to angle bracket on laptop mount				
1	0	SOUENGCC01241		461.25		461.25
		Sound-Off BluePrint 100 Amp Central Controller				
1	0	SOUENGHNK01		52.50		52.50
		Sound-Off BluePrint Central Controller Harness				
1	0	SOUENGND20001		107.25		107.25
		Sound-Off BluePrint Input Node				
3	0	SOUENGND04101		258.75		776.25
		Sound-Off BluePrint Remote Node				
3	0	SOUENGHNK02		51.00		153.00
		Sound-Off BluePrint Remote Node Wire Harness				
1	0	001		2700.00		2700.00
		Labor Charges For Installation Of Equipment Into Squad				
				Shipping Subtotal		300.00
				Non Taxable Subtotal		10637.20
				Taxable Subtotal		0.00
				Tax		0.00
				Total Order		10937.20

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

MEETING DATE: April 16th, 2018

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization to Pay Invoice - CTW Corp. - Repair at Well #11

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

Committee unanimously recommended authorization to pay the invoice from CTW for the emergency repair on the electric pump motor at Well #11-Mequon Rd. CTW Corp. is our preferred Well and pump contractor for over 30 years with local equipment and supplies in Lannon. CTW Corp. has worked on all our Wells multiple times. This motor suffered a catastrophic failure from the windings shorting out, this could be from a breach on the insulation rendering the motor inoperable. We asked CTW to install a rental motor to keep Well #11 online while our motor was getting repaired. The reason why I did not get quotes was CTW Corp. was able to secure a rental motor within one day. Well #3 is offline and Well's #5, #7 got knocked offline because a WE Energies transformer failed needing a new transformer and the transfer switch was showing problems.

I had filed a claim with CHUBB Insurance (Property/Equipment Ins.) (Claim #092018003940) which was denied and resubmitted a claim to Liberty Insurance (Equipment Breakdown) for a possible reimbursement in which the claim is being investigated.

CTW Corporation	21500 W. Good Hope Rd.	\$17,668.00
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ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Committee unanimously approved forwarding to the Village Board with a positive recommendation authorizing the payment of \$17,668 to CTW Corp. for installing/pulling a rental motor at Well #11, and labor to pull/repair/reinstall the pump motor at Well #11. Funds allocated from Acct. #50-722-530-6310.

COMMITTEE ACTION:

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

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

MEETING DATE: April 16th, 2018

AGENDA ITEM: Consent Agenda

ITEM TITLE: Consideration of Quote – Fabick CAT – New Automatic Transfer Switch – Well #7

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

Committee unanimously recommended authorization to purchase a new automatic transfer switch that had failed. This work was authorized under emergency situation because Well #5 and Well #7 do not have emergency backup power.

Fabick CAT 11200 W Silver Spring Rd, Milwaukee, WI 53225 \$6,397.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Committee unanimously approved forwarding to the Village Board with a positive recommendation a quote from Fabick CAT for an amount not to exceed \$6,397.00 for the purchase of a new automatic transfer switch for Well #7.

COMMITTEE ACTION:

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

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

MEETING DATE: April 16th, 2018

AGENDA ITEM: Consent Agenda

ITEM TITLE: Consideration of Proposal – Frank Giltzer Electric – Installation of Transfer Switch – Well #7

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

Committee is unanimously recommending authorization to pay for electrical labor to remove, install and rewire a new transfer switch that had failed at Well #7. This work was authorized under emergency situation because Well #5 and Well #7 do not have emergency backup power.

Frank Giltzer Electrical Co., LTD 12304 West Donges Bay Rd. Mequon Rd. \$5,480.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Committee unanimously approved forwarding to the Village Board with a positive recommendation the proposal from Frank Giltzer Electric for an amount not to exceed \$5,480 for the labor to remove, install and rewire a new transfer switch at Well #7.

COMMITTEE ACTION:

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

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

MEETING DATE: Monday April 16th, 2018

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization to Purchase- Crack Filling Material

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff had presented for Committee review the pricing for crack filling material. The Highway Department estimates we will use between 40,000 to 45,000 pounds of crack filling material. The only distributor authorized to sell this type of material in this area is **Sherwin Industries of Milwaukee**. They have quoted the Village a price of \$.4675/lb.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

The Public Works and Highway Committee unanimously approved purchasing crack filling material from Sherwin Industries for an amount of \$.4675/lb. and not to exceed \$25,000. Funds shall be allocated from line item account 10-542-530-3505.

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.

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

MEETING DATE: April 16, 2018

AGENDA ITEM: Consent

ITEM TITLE: Award of Contract – Country Aire/Mequon Road Water Main Extension
& Relocation

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

SUMMARY EXPLANATION:

The Wisconsin Department of Transportation has a project this year to reconstruct the intersection of STH 167 (Mequon Road) and Country Aire Drive. Since the WIDOT has limitations as to allowed construction through a newly constructed State Highway and because the Village's existing water main required relocation within this project limit and do to proposed development north of Mequon Road the Village designed and bid this project. The Village anticipates some participation in the cost to install water main north of Mequon Road by future development.

10 plans were taken out and only 2 bids were received this could be due to the tight construction time line required to meet the WIDOT project schedule. The project has a substantial completion date of May 28, 2018. The bids received were from the two following qualified contractors:

- 1) Mid-City Corporation (Mid-City Plumbing and Heating, Inc): \$454,445.00
- 2) Heartland Construction: \$554,646.00

The proposals have been reviewed by staff and are correct as submitted with no corrections to the calculations. The unit prices may appear high but this is due to the majority of the water main being installed by directional boring. Work is being done while keeping traffic open in both directions on Mequon Road.

The Public Works and Highway Committee has unanimously passed this item.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Map of water main project

RECOMMENDATION:

Staff recommends the Village Board approve awarding the Country Aire/Mequon Road Water Main Extension & Relocation project to Mid City Corp. in the amount of \$454,445.00 with a 10% contingency or \$45,444.50 for a total of \$499,889.50.

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.

PHONE: 1-262-250-4721
FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

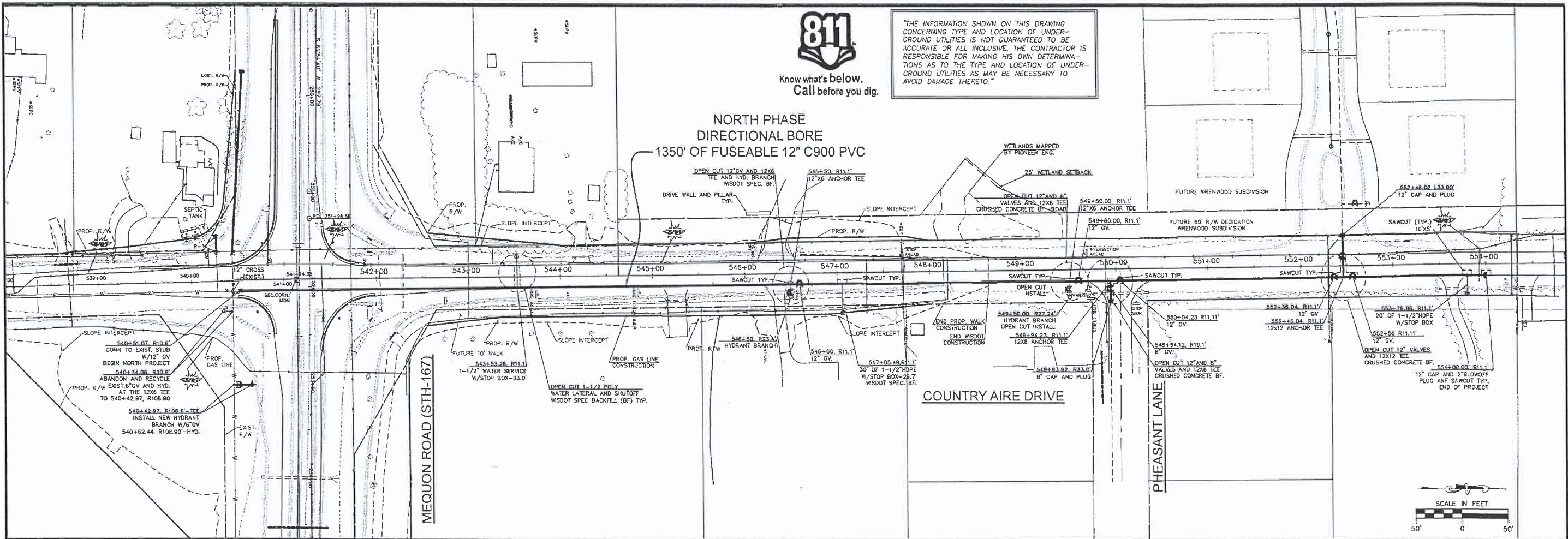
N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



Know what's below.
Call before you dig.

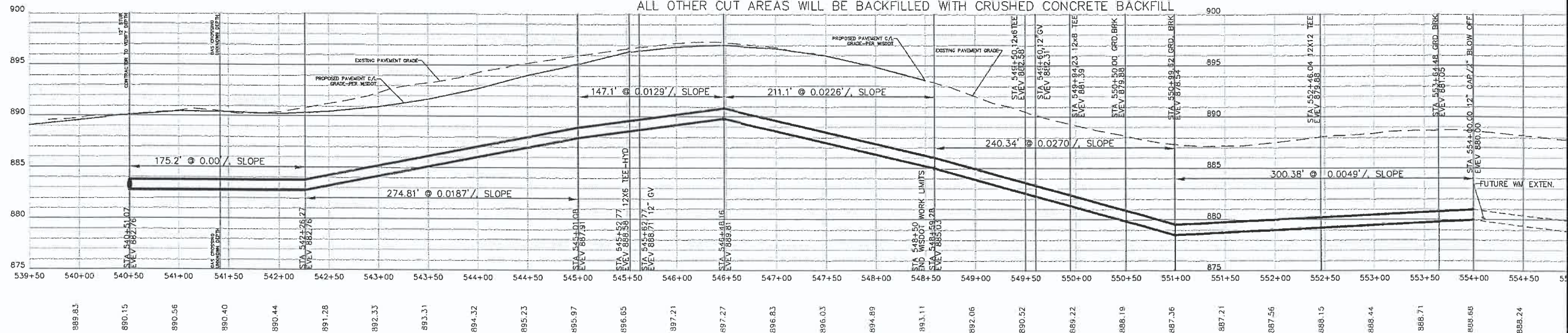
"THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO."

NORTH PHASE
DIRECTIONAL BORE
1350' OF FUSEABLE 12" C900 PVC



INTERSECTION BASE MAPPING PROVIDED BY WISDOT.
WRENWOOD SUBDIVISION BY PIONEER ENGINEERING

ALL PROPOSED 12" WATER MAIN WILL BE INSTALLED BY DIRECTIONAL BORING METHODS WITH THE EXCEPTION OF ALL MAIN VALVES, WATER SERVICES, HYDRANT BRANCHES AND APPURTANT SIDE LINES. THESE WILL BE OPEN CUT.
ALL OPEN CUT AREAS WITHIN THE WISDOT CONSTRUCTION ZONE WILL BE BACKFILLED PER WISDOT REQUIREMENTS
ALL OTHER CUT AREAS WILL BE BACKFILLED WITH CRUSHED CONCRETE BACKFILL



COUNTRY AIRE-MEQUON RD WM EXTENSION

PLAN AND PROFILE-NORTH PHASE

SURVEY BY: RCB 11/10/17
DESIGNED BY: RCB

DRAWN BY: RCB
REVISION DATE: ??/??/??

APPROVED BY: JAL 1/1/2018

ISSUED FOR BID

SHEET NO. 2.0

PROJECT NO. 1802

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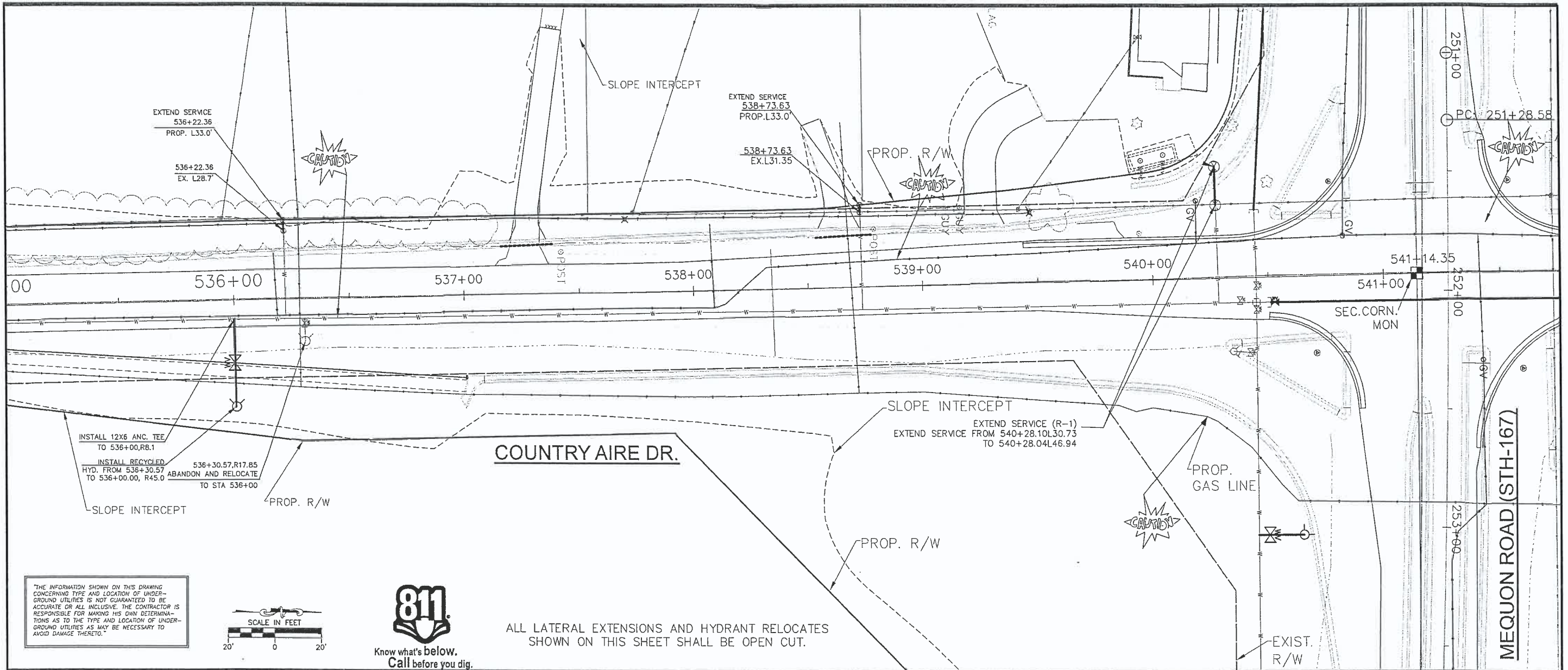
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VOG / CADD SHEET 2436 RD

PHONE: 1-262-250-4721
FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



COUNTRY AIRE DR.

MEQUON ROAD (STH-167)

ALL LATERAL EXTENSIONS AND HYDRANT RELOCATES
SHOWN ON THIS SHEET SHALL BE OPEN CUT.

INTERSECTION BASE MAPPING PROVIDED BY WISDOT.
WRENWOOD SUBDIVISION BY PIONEER ENGINEERING

COUNTRY AIRE-MEQUON RD WM EXTENSION

HYDRANTS AND SERVICE RELOCATES

SURVEY BY: RCB
DESIGNED BY: RCB

11/14/17

DRAWN BY: RCB
REVISION DATE: ??/??/??

APPROVED BY: JAL

1/1/2018

ISSUED FOR BID

SHEET NO. 2.1

PROJECT NO. 1802

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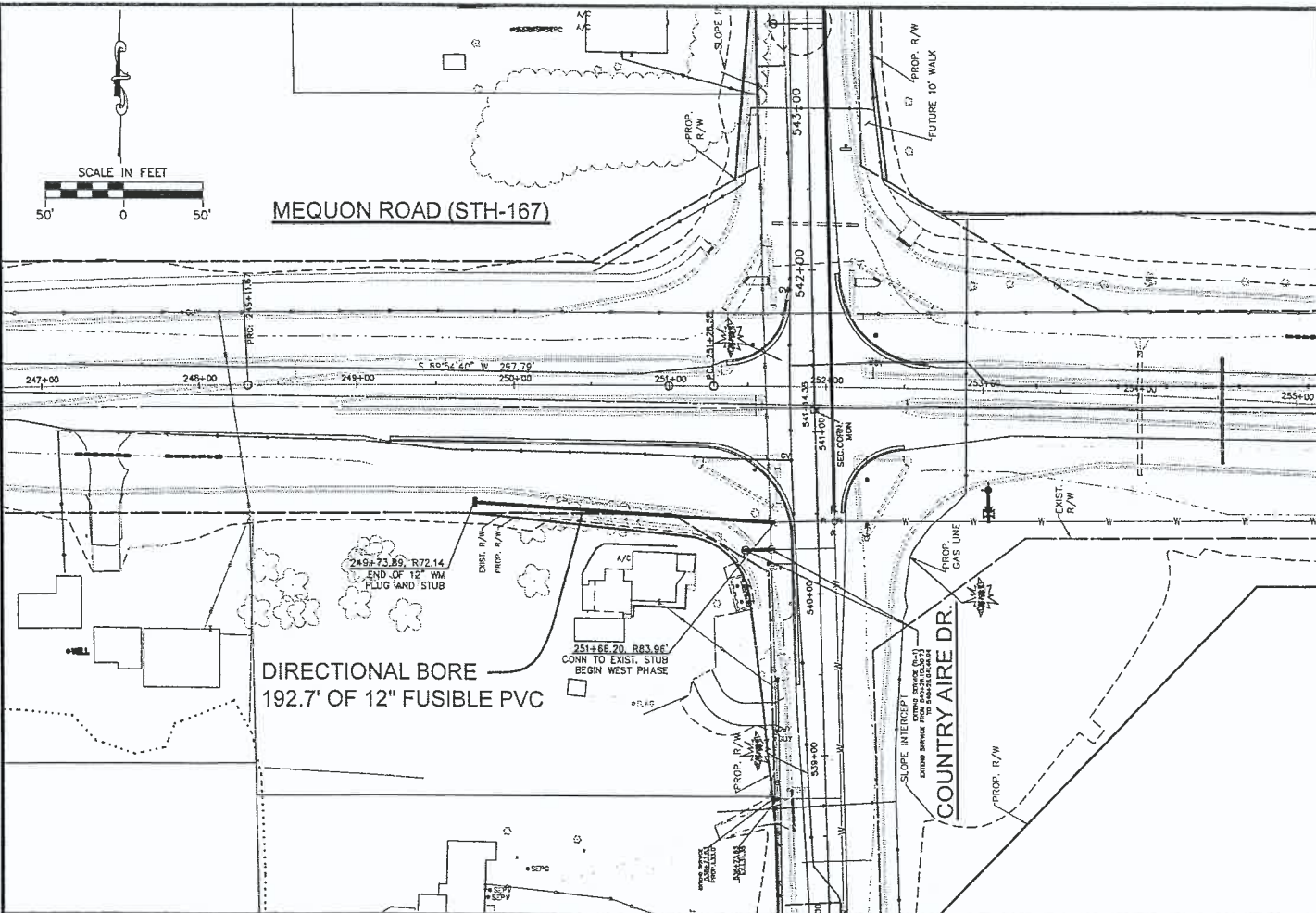
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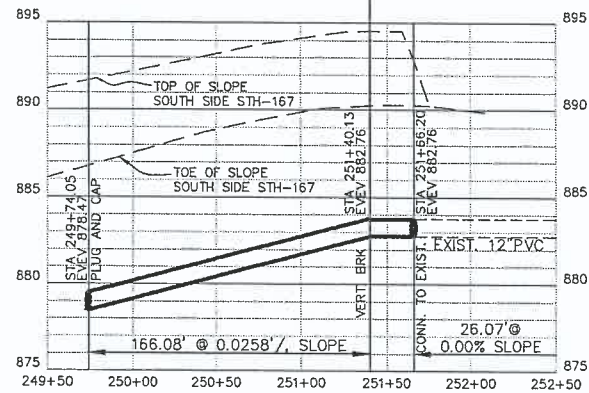
PHONE: 1-262-250-4721
FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



INTERSECTION BASE MAPPING PROVIDED BY WISDOT.
WRENWOOD SUBDIVISION BY PIONEER ENGINEERING



DIRECTIONAL BORE 197.2' OF
12" FUSIBLE C900 PVC



Know what's below.
Call before you dig.

"THE INFORMATION SHOWN ON THIS DRAWING
CONCERNING TYPE AND LOCATION OF UNDER-
GROUND UTILITIES IS NOT GUARANTEED TO BE
ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS
RESPONSIBLE FOR MAKING HIS OWN DETERMINA-
TIONS AS TO THE TYPE AND LOCATION OF UNDER-
GROUND UTILITIES AS MAY BE NECESSARY TO
AVOID DAMAGE THERETO."

COUNTRY AIRE-MEQUON RD WM EXTENSION

PLAN AND PROFILE-WEST PHASE

SURVEY BY: RCB
DESIGNED BY: RCB

11/10/17

DRAWN BY: RCB
REVISION DATE:

APPROVED BY: LWR

3/2/2018

ISSUED FOR BID

SHEET NO. 2.2

PROJECT NO. 1802

E

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V05 / CADD SHEET 2436 RD

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

MEETING DATE: April 16, 2018

AGENDA ITEM: Consent

ITEM TITLE: Development Agreement for Rainbow Child Care Center of Germantown

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

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Rainbow Child Care Center of Germantown for approval by the Village Board. The Public Works and Highway Committee has unanimously approved this Agreement. The facility would be located immediately north of Village Hall. The public improvements addressed in the DA is the extension of water main. The water main will eliminate a dead end at the east end of the Bank property and connect to the existing water main near the existing driveway. In addition, the DA addresses the standard fees, impact fees and the amount of the Letter of Credit.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Village Board approve the Developers Agreement for Rainbow Child Care Center of Germantown.

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.

**RAINBOW CHILD CARE CENTER OF GERMANTOWN
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and EIG14T RCCC 210 WI-GERMANTOWN LLC., hereinafter referred to as "Developer".

WHEREAS, the Developer owns a 2.2 acre Parcel having Tax Key No. [REDACTED], in the Village of Germantown, located in the West ½ of the southwest ¼ of Section 22, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted for approval by the Village a development plan for an approximately 10,782 sq. ft. Child Care Center on the Property, which Developer proposes to complete as described in the plans submitted to, and approved by the Village on [REDACTED], 2017, as shown in the attached Exhibit "B" (the "Plans"); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary and/or that Developer execute a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility partly in public right of way and partly in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

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

Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

The following water main improvements are to be installed and transferred to the Village Water Utility. Developer shall extend the 8" water main located at the west side of the of the proposed development for approximately 480 lineal feet for connection to the existing 8" water main at the south east corner of the property located in public right-of-way. All water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown.

A pre-construction meeting is required prior to the starting installation of water main and must be scheduled at least 48 hours prior to start of construction.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

There is no Public sanitary sewer main in this development.

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone facilities, and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Development. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.44 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

- (1) Submit an Erosion Control Plan for approval by the Village Engineer.
- (2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village's engineering staff.
- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Developer's escrow account or draw on Developer's letter of credit established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance

with required erosion control measures or be considered a substitute or replacement for such measures.

- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage and retention and detention facilities adequate to accommodate expected surface water flow within and through the Development, in accordance with Section 18.08 (10) of the Municipal Code and Chapter 13 of the MMSD Rules.

In addition, Developer shall enter into a "Storm Water Management Facility Maintenance" agreement with the Village.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted [REDACTED], 2017.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense.

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

ARTICLE II - CONSTRUCTION

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

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

A pre-construction meeting shall be scheduled between Developer, the Contractors and the Village prior to commencement of any construction on the improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No occupancy permits shall be issued until the water main, sanitary sewer and storm sewer improvements servicing said building are installed, inspected by the Village Utility and approved by the Village Engineer, all record-drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below.

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

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

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require document revisions and modifications in the best interests of the Village.

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

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main, sanitary sewer, pond outlet structure and emergency overflow area. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE III - DEDICATION AND ACCEPTANCE

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

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

ARTICLE IV - PAYMENT OF FEES

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

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

- | | |
|-----------------------------------|----------------|
| (1) Water: | \$ 832.00/REC |
| (2) Fire Protection: | \$ 171.00/REC |
| (3) Police Protection Facilities: | \$ 148.00/REC |
| (4) Park & Recreation: | \$ 736.00/REC |
| (4) Library Facilities: | \$ 281.00/REC |
| (5) Sanitary Sewer Connection: | \$4,060.00/REC |

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

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

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

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

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

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

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

ARTICLE V - SPECIAL PROVISIONS

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

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by

Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

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

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

5.05 ROADWAY MAINTENANCE. The Developer, its successors and assigns shall be responsible to provide or contract for all maintenance and repair services, including snow and ice removal, for all roadways within the Development.

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

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no

earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 6.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of all obligations under this Agreement. The letter of credit shall be from a local lending institution, in the form of an irrevocable standby letter of credit and auto renewable.

6.03 LIABILITY NOT RELEASED. All deposits or Letters of Credit given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the property described in Exhibit "C" attached hereto. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

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

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage because of work performed pursuant to, or in connection with the platting/subdivision of Developer's Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or

toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

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

- (1) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:
 - (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense,

negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

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

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

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

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

ARTICLE IX - GENERAL PROVISIONS

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

9.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the Development.

9.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property. Nothing in this Agreement shall be construed to withdraw or terminate the negotiation between the Village and Developer with respect to cost-sharing for the construction and installation of utilities on the Property, or otherwise invalidate the action taken by the Village of Germanton Public Works & Highway Committee on _____, 2018, with respect to this subject.

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

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: EIG14T RCCC 210 WI-GERMANTOWN LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind EIG14T RCCC 210 WI-GERMANTOWN LLC as a general partner of the same.

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

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

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

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

ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2018 which shall be the effective date of this Agreement.

DEVELOPER;

EIG14T RCCC 210 WI-GERMANTOWN, LLC

By: _____
Reed Fenton, Authorized Representative

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named, Reed Fenton, Authorized Representative of EIG14T RCCC 210 WI-GERMANTOWN, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Authorized Representative of said Corporation and acknowledged that he executed the foregoing instrument in such capacity.

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

[THIS SPACE INTENTIONALLY BLANK]

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Deanna L Boldrey, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named, Dean Wolter, Village President, and Deanna L Boldrey, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

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

EXHIBIT "A"

>>>DRAFT<<<

EXHIBIT "A"

RAINBOW CHILD CARE CENTER OF GERMANTOWN

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$350.00
Site & Street Grading	1.03 & 1.11	\$97,843.00
Gravel Base and Asphalt Pavement	1.03	\$23,890.00
Asphalt Surface Coarse	1.03	\$38,628.00
Curb & Gutter	1.04	\$14,200.00
Sidewalks / Walk Paths	1.05	\$19,540.00
Sanitary Sewer System	1.06	\$30,600.00
Water System	1.07	\$107,000.00
Other Sewer & Water Facilities	1.08	
Underground Utilities	1.09	
Street Lights	1.1	
Street Signs	1.08	
Erosion Control	1.11 & 2.04	\$8,900.00
Storm Water System, Pond & Drainage	1.12	\$113,000.00
Permanent Barricades	1.13	
SUB-TOTAL		\$453,951.00
DATA Conversion Fee (record drawings)	4.03	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$5,000.00 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$10,000.00 *
SUB-TOTAL		\$16,000.00
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (5.13 REC @ \$4,060 / REC)	4.02	\$20,827.80 **
Water (5.13 REC @ \$832 / REC)	4.02	\$4,268.16 **
Fire (5.13 REC @ \$171.00 / REC)	4.02	\$877.23 **
Police (5.13 REC @ \$148.00 / REC)	4.02	\$759.24 **
Park & Recreation (5.13 REC @ \$736.00 / REC)	4.02	\$19,535.04 **
Library (5.13 REC @ \$281.00 / REC)	4.02	\$4,268.16 **
SUB-TOTAL		\$50,535.63
TOTAL (Letter of Credit Amount)		\$520,486.63
* Amount to be Paid at Time of Signing of Development Agreement		\$16,000.00
** Amount to be Paid at Time of Building Permit Issuance		\$50,535.63

EXHIBIT "B"

[illegible]

EQUIPMENT RATES -- 2018

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2016	2017	2018
Cruz-Air	\$62.20	\$64.07	\$65.99
Case Backhoe & Loader	\$36.72	\$37.82	\$38.96
Michigan Loader	\$46.92	\$48.33	\$49.78
Case/John Deer Loader/Snow Plow	\$79.56	\$81.95	\$84.41
Case/John Deer Loader/Snow Blower	\$108.12	\$111.36	\$114.70
Single Axle Dump Truck (5yd)	\$33.66	\$34.67	\$35.71
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$54.06	\$55.68	\$57.35
Tandem Axle Dump Truck	\$44.88	\$46.23	\$47.61
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$66.30	\$68.29	\$70.34
4 Wheel Oshkosh w/Plow/Wing/Sander	\$108.12	\$111.36	\$114.70
1-Ton Patrol Truck (2-3 yd)	\$25.50	\$26.27	\$27.05
1-Ton Truck w/Plow	\$31.62	\$32.57	\$33.55
Truck w/Water Jetter w/Aux. Power Unit	\$51.00	\$52.53	\$54.11
Aerial Lift Truck	\$63.24	\$65.14	\$67.09
Pickup Truck	\$19.89	\$20.49	\$21.10
Pickup Truck w/Plow	\$28.56	\$29.42	\$30.30
Self Propelled Vibrating Roller	\$38.76	\$39.92	\$41.12
Self Propelled Non-Vibratory Roller	\$35.70	\$36.77	\$37.87
185 cfm Air Compressor (Portable)	\$28.56	\$29.42	\$30.30
Street Sweeper 40 Hp w/Front Mounted Broom	\$37.74	\$38.87	\$40.04
Vacuum Sweeper	\$83.64	\$86.15	\$88.73
Vac All	\$87.72	\$90.35	\$93.06
Sewer line Televising Truck	\$118.32	\$121.87	\$125.53
Combination Sewer Machine (pipe jetter & vac)	\$142.80	\$147.08	\$151.50
Mini Excavator	\$50.00	\$51.50	\$53.05
Skid Steer Loader w/Bucket	\$32.64	\$33.62	\$34.63
Skid Steer Loader w/Snow Blower/Broom	\$35.70	\$36.77	\$37.87
Tar Kettle	\$34.68	\$35.72	\$36.79
Motorized Mower (24" & Under)	\$13.52	\$13.93	\$14.34
Motorized Mower (25"-47")	\$18.87	\$19.44	\$20.02
Motorized Mower (48" & larger)	\$21.93	\$22.59	\$23.27
Tractor w/Sickle or Flail Mower	\$46.92	\$48.33	\$49.78

Chain Saw	\$12.50	\$12.88	\$13.26
Hydraulic Saw	\$12.50	\$12.88	\$13.26
Hydraulic Pruner	\$12.50	\$12.88	\$13.26
Chipper	\$40.80	\$42.02	\$43.28
Generator (225 Kw)	\$58.14	\$59.88	\$61.68
Generator (Under 10 Kw)	\$25.50	\$26.27	\$27.05
Trailer Mounted Vacuum Excavator	\$85.68	\$88.25	\$90.90
6" Pump/Hose	\$31.62	\$32.57	\$33.55
4" Pump/Hose	\$26.52	\$27.32	\$28.14
3" Pump/Hose	\$21.93	\$22.59	\$23.27
Barricades-----DAILY COST	\$3.06	\$3.15	\$3.25
Traffic Control Signs-----DAILY COST	\$1.53	\$1.58	\$1.62
NOTE: 2018 rates reflect a 3% increase of 2017 rates			

EXHIBIT "C"

PARCEL I

THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH OF RANGE TWENTY (20) EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN,

EXCEPTING THEREFROM ALL THAT PORTION OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST DESCRIBED AS FOLLOWS: COMMENCING AT THE S.W. CORNER OF SAID SECTION 22, THENCE NORTH 30 FEET ALONG THE WEST LINE OF SAID SECTION 22 TO A POINT THENCE EAST 1326.9 FEET ALONG A LINE WHICH IS 42 FEET NORTH OF AND PARALLEL TO THE CENTER LINES OF C.T.H. "F" TO A POINT THENCE SOUTH 36.14 FEET ALONG THE EAST LINE OF S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 22 TO A POINT ON THE SOUTH LINE OF SAID SECTION 22 WHICH POINT IS 5.86 FEET NORTH OF THE CENTER LINE OF C.T.H. "F" THENCE WEST 1326.9 FEET ALONG THE SOUTH LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PART OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER (SW1/4 SW1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, OF RANGE TWENTY (20) EAST, DESCRIBED AS FOLLOWS, VIZ:- COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 88° 59' EAST ALONG THE SOUTH LINE OF SAID SECTION 22, 658.68 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88° 59' EAST ALONG THE SOUTH LINE OF SAID SECTION 22, 658.67 FEET; THENCE NORTH 01° 09' WEST ALONG THE EAST LINE OF SAID SW1/4 OF THE SW1/4, 662.05 FEET; THENCE SOUTH 88° 59' WEST 657.23 FEET; THENCE SOUTH 01° 01' 30" EAST, 662.05 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, SAID CORNER BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 01° 24' 03" WEST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, 2659.20 FEET TO THE WEST 1/4 CORNER OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST; THENCE NORTH 88° 33' 14" EAST ALONG THE WEST 1/4 LINE OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, 1303.97 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST; THENCE SOUTH 01° 41' 16" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, ALSO BEING THE CENTER LINE OF WESTERN AVENUE, 1995.52 FEET; THENCE SOUTH 88° 20' 49" WEST, 657.19 FEET; THENCE SOUTH 01° 33' 47" EAST, 301.88 FEET; THENCE SOUTH 88° 28' 49" WEST, 295.17 FEET; THENCE SOUTH 01° 33' 47" EAST, 360.17 FEET TO A POINT ON THE SOUTH LINE OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST; THENCE SOUTH 88° 28' 49" WEST ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, ALSO BEING THE CENTER LINE OF MEQUON ROAD, 363.47 FEET TO THE PLACE OF BEGINNING.

TAX KEY NO: GTNV-223989

PARCEL II

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2651 RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY REGISTER OF DEEDS ON JUNE 4, 1984 IN VOLUME 14 OF CERTIFIED SURVEY MAPS ON PAGES 259-261 AS DOCUMENT NO. 467718 AND BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 22, TOWNSHIP 9 NORTH OF RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, AS FOUND IN CROSS

DRIVEWAY EASEMENT AGREEMENT RECORDED DECEMBER 17, 2002 AS LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ¼ SECTION; THENCE NORTH 88° 28' 49" EAST ALONG THE SOUTH LINE OF SAID ¼ SECTION 60.00 FEET; THENCE NORTH 01° 24' 03" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF DIVISION ROAD EXTENDED AND THE WEST LINE OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2651 EXTENDED 282.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01° 24' 03" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD AND THE WEST LINE OF PARCEL 1 OF SAID CERTIFIED SURVEY MAP 30.00 FEET; THENCE NORTH 88° 28' 28" EAST 228.03 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 35.00 FEET, WHOSE CHORD BEARS SOUTH 46° 31' 32" EAST 49.50 FEET, A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01° 31' 32" EAST 156.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 14.00 FEET, WHOSE CHORD BEARS SOUTH 46° 31' 32" EAST 19.80 FEET, A DISTANCE OF 21.99 FEET TO A POINT OF TANGENCY; THENCE NORTH 88° 28' 28" EAST 320.87 FEET TO THE WEST LINE OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3375; THENCE SOUTH 01° 33' 47" EAST ALONG THE WEST LINE OF PARCEL 2 OF SAID CERTIFIED SURVEY MAP 74.34 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MEQUON ROAD; THENCE SOUTH 88° 28' 49" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD 32.10 FEET; THENCE NORTH 01° 31' 32" WEST 31.84 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 12.50 FEET, WHOSE CHORD BEARS NORTH 46° 31' 32" WEST 17.68 FEET A DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88° 28' 28" WEST 285.31 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 35.00 FEET, WHOSE CHORD BEARS NORTH 46° 31' 32" WEST 49.50 FEET, A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 01° 31' 32" WEST 160.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 10.00 FEET, WHOSE CHORD BEARS NORTH 46° 31' 32" WEST 14.14 FEET, A DISTANCE OF 15.71 FEET; TO A POINT OF TANGENCY; THENCE SOUTH 88° 28' 28" WEST 223.09 FEET TO THE POINT OF BEGINNING.

TAX KEY NO: GTNV-223984

CONSENT AGENDA

AUTHORIZATION TO PAY INVOICE – CTW CORP. – REPAIR AT WELL #11:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the payment of \$17,668.00 to CTW for the emergency repair of a pump motor at Well #11. Funds to be allocated from Acct. #50-722-530-6330.

Motion carried unanimously.

CONSIDERATION OF QUOTE – FABICK CAT – NEW AUTOMATIC TRANSFER SWITCH – WELL #7:

MOTION made by Zabel, seconded by Campbell to forward to the Village Board with a positive recommendation to approve a quote from Fabick CAT in the amount of \$6,397.00 for the purchase of a new automatic transfer switch for Well #7. Funds to be allocated from Acct. #50-180-184-3960.

Motion carried unanimously.

CONSIDERATION OF PROPOSAL – FRANK GILITZER ELECTRIC – INSTALLATION OF TRANSFER SWITCH – WELL #7:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation the proposal from Frank Giltzer Electric for an amount not to exceed \$5,480 to for labor costs to remove and install a new transfer switch at Well #7. Funds to be allocated from Acct. #50-180-184-3960.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – CRACK FILLING MATERIAL:

MOTION made by Warren, seconded by Campbell to forward to the Village Board with a positive recommendation authorizing the purchase of crack filling material for Village roads from Sherwin Industries at a cost of \$.4675/lb. not to exceed \$25,000. Funds to be allocated from Acct. #10-542-530-3505.

Motion carried unanimously.

AWARD OF CONTRACT – COUNTRY AIRE/MEQUON ROAD WATER MAIN EXTENSION & RELOCATION:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to award a contract to Mid City Corp. in the amount of \$454,445 plus a 10% contingency for the Country Aire and Mequon Road Water Main Extension and Relocation.

Motion carried unanimously.

DEVELOPER AGREEMENT – RAINBOW CHILDCARE CENTER OF GERMANTOWN – REVIEW & POSSIBLE ACTION:

MOTION made by Warren, seconded by Campbell to forward to the Village Board with a positive recommendation the Rainbow Childcare Center of Germantown Developer Agreement as presented.

Motion carried unanimously.

NEW BUSINESS:

DISCUSSION/APPROVAL – RESOLUTION AUTHORIZING AND DIRECTING VILLAGE STAFF TO CONTACT AND WORK WITH THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION (SEWRPC) TO AMEND THE REGIONAL WATER QUALITY MANAGEMENT PLAN FOR EVENTUAL ADDITION OF CERTAIN LANDS LOCATED GENERALLY BETWEEN FREISTADT ROAD, GOLDENDALE ROAD, WISCONSIN SOUTHERN RAILROAD AND THE EXISTING SEWER SERVICE AREA TO THE EAST TO MMSD’S SANITARY SEWER SERVICE AREA:

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: April 16, 2018

AGENDA ITEM: Public Hearing & New Business **[ORDINANCE & RESOLUTION]**

ITEM TITLE: Bill Carity, Carity Land Corporation, agent for Briscoe Development & Management, Inc., Property Owners; 147.2 acres south of Freistadt Road, east of the Canadian National Railroad, north of Mequon Road and west of Country Aire Drive; (1) a 2020 Comprehensive Land Use Plan (LUP) Map Amendment; (2) an Application to create an Rs-5 & Rm-2 Planned Development District (PDD); and (3) Application to Rezone Property from the A-1: Agricultural, Rs-5: Residential Single Family and Rm-2: Multi Family Zoning Districts into the Rs-5 & Rm-2/PDD for purposes of developing a 142-lot single-family and 60-unit condominium residential area known as "Wrenwood".

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

SUMMARY EXPLANATION:

Bill Carity, Carity Land Corp, agent for Briscoe Development & Management Inc., property owner, is requesting approval of amendments to the 2020 Future Land Use Plan map, and, a rezoning application to create a Planned Development District (PDD) for purposes of developing a 147.2-acre residential development of 142 single-family lots and 60 multi-family condominium units south of Freistadt Road, north of Mequon Road and west of Country Aire Drive.

As discussed with the Plan Commission back in August 2017, an earlier and slightly different version of the Wrenwood development proposal was made to the Village back in 2007 with several Village approvals granted, including an expansion of the Sewer Service Area (SSA) boundary and a series of 2020 Land Use Plan (LUP) map amendments to accommodate the type and extent of proposed residential development. Because of the uncertainty and general downturn in the economy around that time, the project did not move forward.

As summarized detailed in the Applicant's narrative description and Wrenwood Concept Plan (see attached), the new Wrenwood proposal contains some differences in the number and type of residential units. The new proposal contains more single-family residential lots (142 vs. the previously proposed 109 lots) and potentially the same number of multi-family units (up to a maximum of 60 units under the current proposal vs. the previously proposed 60 duplex units). In addition, the new Wrenwood proposal does NOT include any commercial development along Mequon Road (a 3.5-acre area along Mequon Road as included in the earlier proposal at the direction of the Village).

The Wrenwood development is comprised of two (2) primary clusters of residential development bisected by a large environmental corridor through the middle of the property. A total of 94 single-family lots in the north cluster will have access (only) to Freistadt Road to the north. The remaining 47 single-family lots and 60-unit condominium area will have access to Country Aire Drive. Access between the north and south residential clusters and through the environmental corridor will only be provided by a pedestrian trail.

The Developer is proposing to create a new PDD zoning district to modify some of the underlying Zoning District requirements that would ordinarily apply. The proposed PDD is based on the standard Rs-5 and Rm-2 Zoning District requirements with modifications to the following:

- Lot, Yard and Building Requirements:
 - Rs-5: Reduce minimum Lot Width from 100 feet to 90 feet;
 - Rm-2: eliminate the minimum lot size requirement to allow the clustering of development units and develop as a condominium.

Other features and amenities of the proposed PDD development are described in the Applicant's narrative, including:

- Preservation of 20.7 acres of wetland
- 59 acres of open space or 40% of total parcel area (38 acres of open space outside of wetlands)
- 41.7-acre "Central Park" environmental corridor area w/ pedestrian trail linking the north and south development areas
- 2-acre & .75-acre Ponds w/ pier & picnic area
- Entrance & cul-de-sac landscaping

The Plan Commission recommendation to the Village Board is to APPROVE the proposed PDD and General Development Plan.

ATTACHMENTS:

- ◆ 2/26/18 Staff Report
- ◆ 2/26/18 Plan Commission Meeting Minutes
- ◆ Draft PDD Ordinance
- ◆ Draft "Wrenwood District" PDD Conditions & Restrictions Resolution

PLAN COMMISSION RECOMMENDATIONS:

LUP Map Amendment

APPROVE the proposed changes to the 2020 Land Use Plan (LUP) map classifications for the Briscoe property; and

PDD & Rezoning

APPROVE rezoning as proposed and creation of a PDD for the entire 147.2-acre Briscoe property subject to five (5) conditions to the proposed development and general development plan.

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, April 16, 2018
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 for the following amendments to the Village of Germantown Comprehensive Plan 2020 Land Use Plan Map for portions of the Property generally described below and shown in Exhibit A:

Property: Approximately 147 acres located south of Freistadt Road, east of the Canadian National Railroad, north of Mequon Road, and west of Country Aire Drive in portions of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Section 23, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, having Tax Key numbers GTNV 231-998, 232-989, 232-998, 233-981, 234-993 and 234-990.

Applicant: Bill Carity, Carity Land Corporation, Agent for Briscoe Development & Management Inc., Property Owner

Amendment 1: Reclassify the following described land acres from "Agricultural/Conservation Residential" to "Low Density Residential":

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 23; THENCE SOUTH $88^{\circ}29'55''$ WEST ALONG THE NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 23 223.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH $37^{\circ}49'50''$ WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 274.92 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED: THENCE CONTINUING NORTH $37^{\circ}49'50''$ WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 957.45 FEET; THENCE NORTH $88^{\circ}36'24''$ EAST 187.19 FEET; THENCE SOUTH $51^{\circ}13'59''$ WEST 92.51 FEET; THENCE SOUTH $38^{\circ}46'01''$ EAST 164.71 FEET; THENCE SOUTH $88^{\circ}20'42''$ EAST 115.47 FEET TO THE BEGINNING OF A CURVE OF RADIUS 75.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 220.64 FEET, THE CHORD OF WHICH BEARS SOUTH $82^{\circ}33'21''$ EAST 149.24 FEET; THENCE SOUTH $76^{\circ}46'01''$ EAST 160.00 FEET; THENCE NORTH $12^{\circ}46'01''$ WEST 121.64 FEET; THENCE NORTH $73^{\circ}25'08''$ EAST 349.28 FEET TO THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE SOUTH $02^{\circ}05'06''$ EAST ALONG THE WEST LINE OF SAID NORTHEAST $\frac{1}{4}$ 264.78 FEET; THENCE NORTH $88^{\circ}36'40''$ EAST 730.00 FEET; THENCE SOUTH $01^{\circ}21'20''$ EAST 440.00 FEET; THENCE SOUTH $88^{\circ}36'40''$ WEST 1108.81 FEET TO THE PLACE OF BEGINNING. CONTAINING 698,954 SQFT OR 16.0458 ACRES.

Amendment 2: Reclassify the following described land from "Agricultural/Conservation Residential" to "Low Density Residential":

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION OF SAID SECTION 23; THENCE SOUTH $88^{\circ}29'55''$ WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER $\frac{1}{4}$ OF SAID SECTION 23 223.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE SOUTH $37^{\circ}49'50''$ EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE 942.17 TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED: THENCE CONTINUING ALONG THE SAID EAST RIGHT-OF-WAY LINE 700.00 FEET; THENCE NORTH $88^{\circ}37'59''$ EAST 140.93 FEET; THENCE NORTH $18^{\circ}51'41''$ WEST 143.80 FEET; THENCE NORTH $02^{\circ}41'27''$ EAST 122.14 FEET; THENCE NORTH $88^{\circ}45'41''$ WEST 237.64 FEET; THENCE NORTH $30^{\circ}35'11''$ WEST 223.92 FEET; THENCE NORTH $14^{\circ}37'06''$ EAST 187.32 FEET; THENCE NORTH $71^{\circ}06'51''$ EAST 180.01 FEET; THENCE NORTH $84^{\circ}44'56''$ EAST 151.03 FEET; THENCE NORTH $31^{\circ}42'23''$ WEST 54.58 FEET; THENCE NORTH $42^{\circ}27'10''$ EAST 92.06 FEET; THENCE SOUTH $79^{\circ}46'12''$ EAST 85.00 FEET TO THE BEGINNING OF A CURVE OF RADIUS 75.00 FEET, THE CENTER OF WHICH LIES TO THE SOUTH; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 112.56 FEET, THE CHORD OF WHICH BEARS NORTH $53^{\circ}13'24''$ EAST 102.28 FEET; THENCE NORTH $06^{\circ}12'59''$ EAST 154.00 FEET; THENCE SOUTH $77^{\circ}32'34''$ EAST 100.00 FEET; THENCE SOUTH $41^{\circ}01'27''$ EAST 100.00 FEET; THENCE SOUTH $09^{\circ}54'04''$ EAST 185.04 FEET; THENCE NORTH $01^{\circ}56'51''$ WEST 535.01 FEET; THENCE SOUTH $52^{\circ}10'10''$ WEST 1188.31 FEET TO THE PLACE OF BEGINNING. CONTAINING 248,178 SQFT OR 5.6974 ACRES.

Amendment 3: Reclassify the following described land from "Low Density Residential" to "Medium Density Residential":

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE NORTH $02^{\circ}04'55''$ WEST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ 889.48 FEET; THENCE SOUTH $87^{\circ}55'05''$ WEST 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY AIRE DRIVE AND THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE SOUTH $87^{\circ}54'54''$ WEST 295.80 FEET; THENCE SOUTH $63^{\circ}30'02''$ WEST 230.53 FEET; THENCE SOUTH $56^{\circ}12'06''$ WEST 140.38 FEET; THENCE SOUTH $17^{\circ}41'49''$ WEST 87.65 FEET; THENCE NORTH $67^{\circ}39'10''$ WEST 76.21 FEET; THENCE SOUTH $88^{\circ}36'31''$ WEST 583.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH $37^{\circ}49'50''$ WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 33.76 FEET; THENCE NORTH $56^{\circ}22'05''$ EAST 240.56 FEET TO THE BEGINNING OF A CURVE OF RADIUS 130.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 127.98 FEET, THE CHORD OF WHICH BEARS SOUTH $61^{\circ}50'09''$ EAST 122.88 FEET; THENCE NORTH $89^{\circ}57'37''$ EAST 102.59 FEET TO THE BEGINNING OF A CURVE OF RADIUS 330.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 169.15 FEET, THE CHORD OF WHICH BEARS NORTH $75^{\circ}16'34''$ EAST 167.30 FEET; THENCE SOUTH $24^{\circ}11'31''$ EAST 122.12 FEET; THENCE NORTH $65^{\circ}23'33''$ EAST 65.88 FEET; THENCE NORTH $56^{\circ}12'06''$ EAST 140.38 FEET; THENCE NORTH $42^{\circ}03'12''$ EAST 29.99 FEET; THENCE NORTH $51^{\circ}37'18''$ EAST 78.34 FEET; THENCE NORTH $61^{\circ}27'18''$ EAST 78.34 FEET; THENCE NORTH $69^{\circ}06'37''$ EAST 78.65 FEET; THENCE NORTH $88^{\circ}00'16''$ EAST 277.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY AIRE DRIVE; THENCE SOUTH $02^{\circ}04'55''$ EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE 32.43 FEET TO THE PLACE OF BEGINNING. CONTAINING 78,945 SQFT OR 1.8123 ACRES.

Amendment 4: Reclassify the following described land from "Low Density Residential" to "Medium Density Residential":

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE NORTH 02°04'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 794.17 FEET; THENCE SOUTH 87°55'05" WEST 585.72 FEET AND THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE SOUTH 42°03'12" WEST 56.60 FEET; THENCE SOUTH 85°23'33" WEST 86.61 FEET; THENCE NORTH 17°41'49" EAST 24.88 FEET; THENCE NORTH 63°30'02" EAST 121.90 FEET TO THE PLACE OF BEGINNING. CONTAINING 2,058 SQUARE FEET OR 0.0473 ACRES.

Amendment 5: Reclassify the following described land from "Commercial" to "Medium Density Residential":

THAT PART OF THE SOUTHEAST QUARTER $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE NORTH 02°04'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER $\frac{1}{4}$ 150.00 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED: THENCE SOUTH 87°55'00" WEST 330.00 FEET; THENCE SOUTH 59°28'48" WEST 122.54 FEET; THENCE SOUTH 88°35'03" WEST 846.26 FEET; THENCE NORTH 01°24'57" WEST 260.73 FEET; THENCE NORTH 88°42'05" EAST 454.02 FEET; THENCE SOUTH 02°04'55" EAST 155.00 FEET; THENCE NORTH 88°42'05" EAST 330.00 FEET TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH 02°04'55" EAST ALONG THE SAID EAST LINE 44.15 FEET TO THE PLACE OF BEGINNING. CONTAINING 147,846 SQFT OR 3.3941 ACRES.

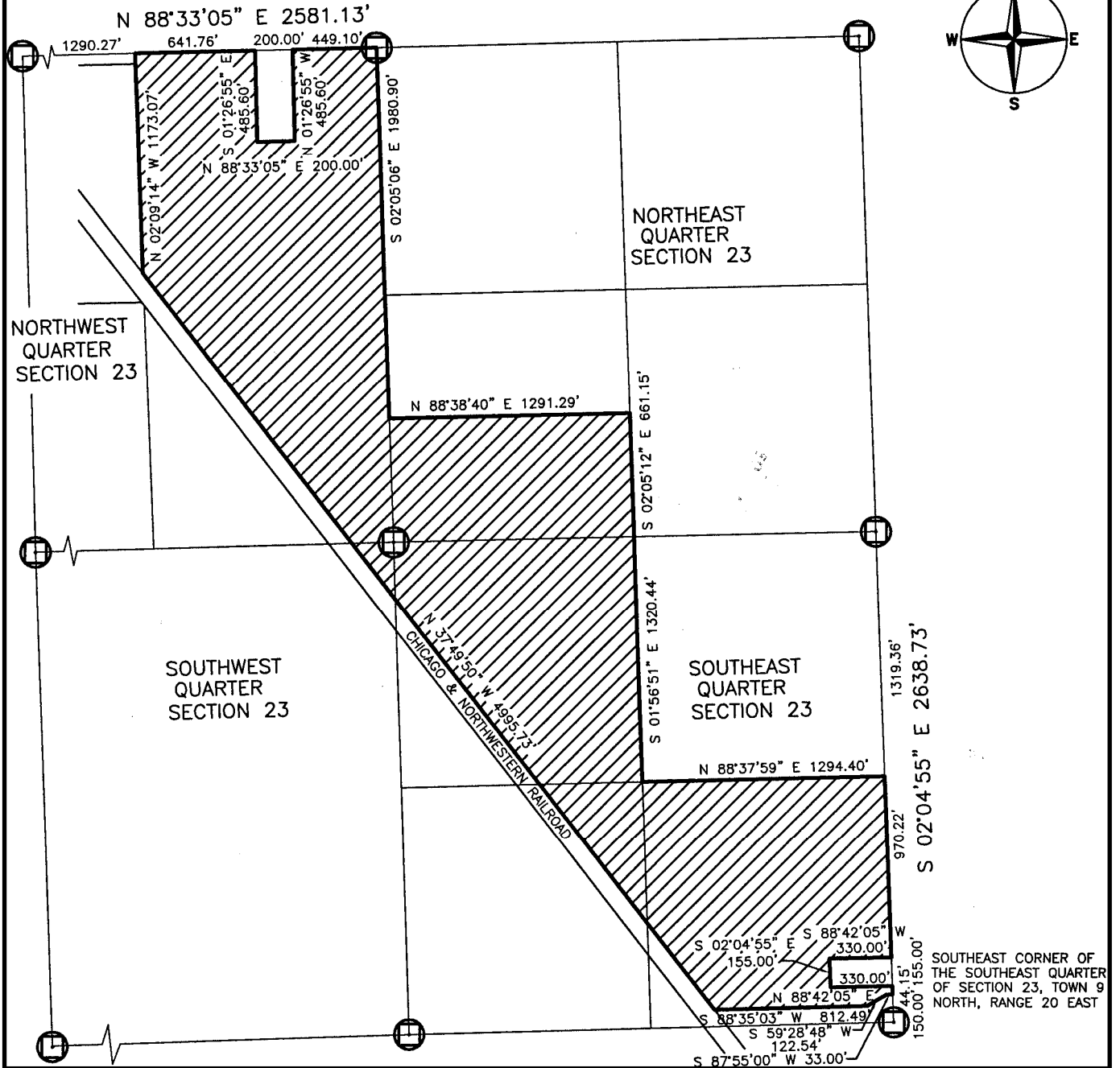
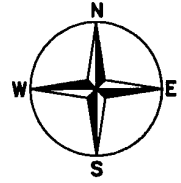
A copy of the application and supporting documents are on file in the Community Development Department office, N112 W17001 Mequon Road, and are available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 20th day of March 2018.

Deanna Boldrey, Village Clerk

To Be Published On: March 28th and April 4th, 2018

EXHIBIT "A" ENTIRE PARCEL DESCRIPTION



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, April 16, 2018
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 to: (1) Create a Planned Development Overlay Zoning District (PDD) for the Property generally described below and shown in Exhibit A with underlying Rs-5: Residential Single-Family & Rm-2: Residential Multi-Family Zoning Districts described below; and (2) Rezone the following described areas from the A-1: Agricultural District to the newly created Rs-5 & Rm-2/PDD Zoning Districts:

Property: Approximately 147 acres located south of Freistadt Road, east of the Canadian National Railroad, north of Mequon Road, and west of Country Aire Drive in portions of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Section 23, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, having Tax Key numbers GTNV 231-998, 232-989, 232-998, 233-981, 234-993 and 234-990.

Applicant: Bill Carity, Carity Land Corporation, Agent for Briscoe Development & Management Inc., Property Owner

Rezoning 1: A-1: Agricultural to Rs-5: Residential Single-Family/PDD:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTHWEST QUARTER $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER $\frac{1}{4}$ OF SAID SECTION 23; THENCE NORTH 88°31'54" EAST ALONG THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ 1290.27 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREAFTER DESCRIBED: THENCE CONTINUING NORTH 88°33'05" EAST ALONG THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ 541.78 FEET; THENCE SOUTH 01°28'55" EAST 485.80 FEET; THENCE NORTH 88°33'05" EAST 200.00 FEET; THENCE NORTH 01°28'55" WEST 485.80 FEET TO THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH 88°33'05" EAST ALONG THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ 449.10 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST $\frac{1}{4}$; THENCE SOUTH 02°05'05" EAST ALONG THE EAST LINE OF SAID NORTHWEST $\frac{1}{4}$ 198.00 FEET; THENCE NORTH 88°38'40" EAST 730.00 FEET; THENCE SOUTH 01°21'20" EAST 440.00 FEET; THENCE SOUTH 88°38'40" WEST 1105.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE NORTH 37°49'50" WEST 1549.14 FEET; THENCE NORTH 02°09'14" WEST 1173.07 FEET TO THE PLACE OF BEGINNING. CONTAINING 2,780,090 SQFT OR 83.8221 ACRES.

Rezoning 2: A-1: Agricultural to Rs-5: Residential Single-Family/PDD:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTH $02^{\circ}04'55''$ WEST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ 921.91 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREAFTER DESCRIBED: THENCE SOUTH $87^{\circ}55'05''$ WEST 281.13 FEET; THENCE SOUTH $88^{\circ}14'00''$ WEST 75.00 FEET; THENCE SOUTH $59^{\circ}05'37''$ WEST 78.55 FEET; THENCE $51^{\circ}27'18''$ WEST 78.34 FEET; THENCE SOUTH $51^{\circ}37'18''$ WEST 78.34 FEET; THENCE SOUTH $42^{\circ}03'12''$ WEST 85.58 FEET; THENCE SOUTH $85^{\circ}23'33''$ WEST 172.49 FEET; THENCE $24^{\circ}11'31''$ WEST 122.12 FEET TO THE BEGINNING OF A CURVE OF RADIUS 330.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 189.15 FEET, THE CHORD OF WHICH BEARS SOUTH $75^{\circ}18'34''$ WEST 187.30 FEET; THENCE SOUTH $89^{\circ}57'37''$ WEST 102.59 FEET TO THE BEGINNING OF A CURVE RADIUS 130.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 127.99 FEET, THE CHORD OF WHICH BEARS NORTH $81^{\circ}50'09''$ WEST 122.88 FEET; THENCE SOUTH $58^{\circ}22'05''$ WEST 240.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE NORTH $37^{\circ}49'50''$ WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 1503.00 FEET; THENCE NORTH $52^{\circ}10'10''$ EAST 1200.00 FEET; THENCE SOUTH $01^{\circ}58'51''$ EAST 1289.21 FEET; THENCE NORTH $88^{\circ}37'59''$ EAST 1294.40 FEET TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH $02^{\circ}04'55''$ EAST ALONG THE EAST LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ 397.48 FEET TO THE PLACE OF BEGINNING. CONTAINING 1,838,415 SQFT OR 37.8128 ACRES.

Rezoning 3: A-1: Agricultural to Rm-2: Residential Multi-Family/PDD:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTH $02^{\circ}04'55''$ WEST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ 150.00 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREAFTER DESCRIBED: THENCE SOUTH $88^{\circ}42'05''$ WEST 33.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTRY AIRE DRIVE AND TO THE NORTH RIGHT-OF-WAY LINE OF MEQUON ROAD; THENCE SOUTH $59^{\circ}28'48''$ WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 122.54 FEET; THENCE SOUTH $88^{\circ}35'03''$ WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 812.49 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE NORTH $37^{\circ}49'50''$ WEST ALONG SAID EAST RIGHT-OF-WAY LINE 812.49 FEET; THENCE NORTH $56^{\circ}22'05''$ EAST 240.25 FEET TO THE BEGINNING OF A CURVE OF RADIUS 130.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 127.99 FEET, THE CHORD OF WHICH BEARS SOUTH $81^{\circ}50'09''$ EAST 122.88 FEET; THENCE NORTH $89^{\circ}57'37''$ EAST 102.59 FEET TO THE BEGINNING OF A CURVE OF RADIUS 330.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 189.15 FEET, THE CHORD OF WHICH BEARS NORTH $75^{\circ}18'34''$ EAST 187.30 FEET; THENCE SOUTH $24^{\circ}11'31''$ EAST 122.12 FEET; THENCE NORTH $85^{\circ}23'33''$ EAST 172.49 FEET; THENCE NORTH $42^{\circ}03'12''$ EAST 85.58 FEET; THENCE NORTH $51^{\circ}37'18''$ EAST 78.34 FEET; THENCE NORTH $81^{\circ}27'18''$ EAST 78.34 FEET; THENCE NORTH $89^{\circ}05'37''$ EAST 78.85 FEET; THENCE NORTH $88^{\circ}14'00''$ EAST 78.00 FEET; THENCE NORTH $87^{\circ}55'05''$ EAST 281.13 FEET TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH $02^{\circ}04'55''$ EAST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ 572.78 FEET; THENCE SOUTH $88^{\circ}42'05''$ WEST 330.00 FEET; THENCE SOUTH $02^{\circ}04'55''$ EAST 155.00 FEET; THENCE NORTH $88^{\circ}42'05''$ EAST 330.00 TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH $02^{\circ}04'55''$ EAST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ 44.80 FEET TO THE PLACE OF BEGINNING. CONTAINING 812,038 SQFT OR 18.8824 ACRES.

A copy of the application and supporting documents are on file in the Community Development Department office, N112 W17001 Mequon Road, and are available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

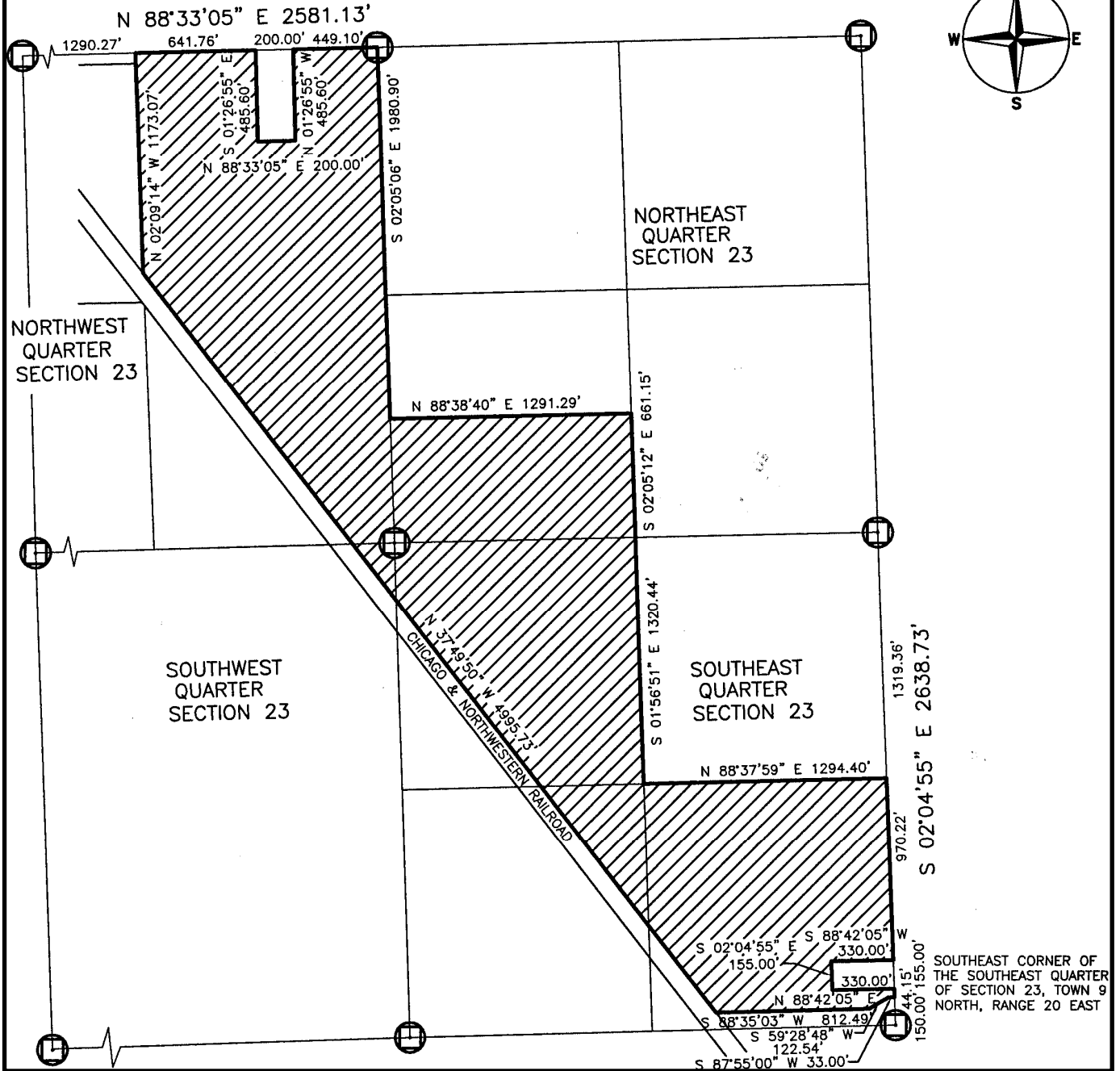
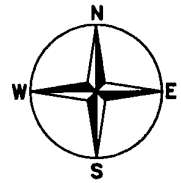
Dated this 20th day of March 2018.

Deanna Boldrey, Village Clerk

To Be Published On: March 28th and April 4th, 2018

EXHIBIT "A"

ENTIRE PARCEL DESCRIPTION



ORDINANCE NO. 07-2018

**AN ORDINANCE TO AMEND THE LAND USE PLAN MAP OF THE VILLAGE OF
GERMANTOWN 2020 "SMART GROWTH" COMPREHENSIVE PLAN:
Briscoe Management & Development Property (147.2-acres; Section 23)**

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

SECTION 1. That pursuant to Sections 60.22(3), 62.23(2) and (3), and 66.1001(4)(c), Wisconsin Statutes, the Village Board of the Village of Germantown did, on October 4, 2004, enact Ordinance No. 30-04 formally adopting the "Village of Germantown Year 2020 Smart Growth Plan" to guide the use of land and future development in the Village.

SECTION 2. That pursuant to the consistency requirement of the "smart growth" comprehensive planning requirements established in Sections 66.1001(1)(a) and 66.1001(2), Wisconsin Statutes, the "Village of Germantown Year 2020 Smart Growth Plan" contains specific policies that require development proposals and decisions regarding rezoning and subdivision to be consistent with the Land Use element of the Plan.

SECTION 3. That William Carity, Carity Land Corporation, as agent for Briscoe Management & Development, represented by Mike Briscoe, property owner of land totaling 147.14 acres located north of Mequon Road, south of Freistadt Road and west of Country Aire Drive having Tax Key #GTNV 231-998, 232-989, 232-998, 233-981, 234-993 and 234-990 has submitted an application to amend the Land Use Plan map of the "Village of Germantown Year 2020 Smart Growth Plan" to change land use classifications as shown on Exhibit 1.

SECTION 4. That the Village Board conducted a public hearing of the application on April 16, 2018, following publication and notification of said hearing in compliance with the requirements of Section 66.1001(4), Wisconsin Statutes.

SECTION 5. That, after consideration of the application, supporting documentation, and public hearing testimony received, the Village Board does by enactment of this ordinance formally change the land use classifications as described in Section 6 through Section 10 as shown on Exhibit 1 attached hereto for the following described property:

A PART OF THE NORTHWEST QUARTER (NW 1/4), NORTHEAST QUARTER (NE 1/4), SOUTHEAST QUARTER (SE 1/4) AND SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23, THENCE NORTH 02° 04'55" WEST ALONG THE

EAST LINE OF SAID SECTION 23 150.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 167 AND THE PLACE OF BEGINNING OF THE LANDS HERE-IN-AFTER DESCRIBED; THENCE SOUTH 87°55'00" WEST ALONG SAID NORTH RIGHT-OF-WAY 33.00 FEET; THENCE SOUTH 59°28'48" WEST ALONG SAID NORTH RIGHT-OF-WAY, 122.54 FEET; THENCE SOUTH 88°35'03" WEST ALONG SAID NORTH RIGHT-OF-WAY TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD, 812.49 FEET; THENCE NORTH 37°49'50" WEST ALONG SAID EAST RIGHT-OF-WAY TO THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), 4995.73 FEET; THENCE NORTH 02°09'14" WEST ALONG SAID WEST LINE TO THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, 1173.07 FEET; THENCE N 88°33'05" EAST ALONG SAID NORTH LINE 641.76 FEET; THENCE SOUTH 01°26'55" EAST 485.60 FEET; THENCE NORTH 88°33'05" EAST 200.00 FEET; THENCE NORTH 01°26'55" WEST TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF SECTION 23, 485.60 FEET; THENCE NORTH 88°33'05" EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, 449.10 FEET; THENCE SOUTH 02°05'06" EAST ALONG SAID EAST LINE 1980.90 FEET; THENCE NORTH 88°38'40" EAST TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) 1291.29 FEET; THENCE SOUTH 02°05'12" EAST ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 23 AND THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 23, 661.15 FEET; THENCE SOUTH 01°56'51" EAST ALONG SAID EAST LINE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 23, 1320.44 FEET; THENCE NORTH 88°37'59" EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 23, 1294.40 FEET; THENCE SOUTH 02°04'55" WEST ALONG SAID EAST LINE 970.22 FEET; THENCE SOUTH 88°42'05" WEST 330.00 FEET; THENCE SOUTH 02°04'55" WEST 155.00 FEET; THENCE NORTH 88°42'05" EAST TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 23, 330.00 FEET; THENCE SOUTH 02°04'55" WEST ALONG SAID EAST LINE 44.15 FEET TO THE PLACE OF BEGINNING. CONTAINING 6,411,601 SQUARE FEET (147.1901 ACRES) MORE OR LESS.

SECTION 6. Reclassify the following described land acres from "Agricultural/Conservation Residential" to "Low Density Residential" and include this area in the Village's Sanitary Sewer Service Area (SSA) boundary:

THAT PART OF THE NORTHWEST ¼ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION OF SAID SECTION 23; THENCE SOUTH 88°29'55" WEST ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 23 223.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH 37°49'50" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 274.92 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED: THENCE CONTINUING NORTH 37°49'50" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 957.45 FEET; THENCE NORTH 88°36'24" EAST 187.19 FEET; THENCE SOUTH 51°13'59" WEST 92.51 FEET; THENCE SOUTH 38°46'01" EAST 164.71 FEET; THENCE SOUTH 88°20'42" EAST 115.47 FEET TO THE BEGINNING OF A CURVE OF RADIUS 75.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 220.64 FEET, THE CHORD OF WHICH BEARS SOUTH 82°33'21" EAST 149.24 FEET; THENCE SOUTH 76°46'01" EAST 160.00 FEET; THENCE NORTH 12°46'01" WEST 121.64 FEET; THENCE NORTH 73°25'08" EAST 349.28 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE SOUTH 02°05'06" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 264.78 FEET; THENCE NORTH 88°36'40" EAST 730.00 FEET; THENCE SOUTH 01°21'20" EAST 440.00 FEET; THENCE SOUTH 88°36'40" WEST 1108.81 FEET TO THE PLACE OF BEGINNING. CONTAINING 698,954 SQFT OR 16.0458 ACRES.

SECTION 7. Reclassify the following described land from “Agricultural/Conservation Residential” to “Low Density Residential”:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION OF SAID SECTION 23; THENCE SOUTH 88°29'55" WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER ¼ OF SAID SECTION 23 223.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE SOUTH 37°49'50" EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE 942.17 TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED: THENCE CONTINUING ALONG THE SAID EAST RIGHT-OF-WAY LINE 700.00 FEET; THENCE NORTH 88°37'59" EAST 140.93 FEET; THENCE NORTH 18°51'41" WEST 143.80 FEET; THENCE NORTH 02°41'27" EAST 122.14 FEET; THENCE NORTH 88°45'41" WEST 237.64 FEET; THENCE NORTH 30°35'11" WEST 223.92 FEET; THENCE NORTH 14°37'06" EAST 187.32 FEET; THENCE NORTH 71°06'51" EAST 180.01 FEET; THENCE NORTH 84°44'56" EAST 151.03 FEET; THENCE NORTH 31°42'23" WEST 54.58 FEET; THENCE NORTH 42°27'10" EAST 92.06 FEET; THENCE SOUTH 79°46'12" EAST 85.00 FEET TO THE BEGINNING OF A CURVE OF RADIUS 75.00 FEET, THE CENTER OF WHICH LIES TO THE SOUTH; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 112.56 FEET, THE CHORD OF WHICH BEARS NORTH 53°13'24" EAST 102.28 FEET; THENCE NORTH 06°12'59" EAST 154.00 FEET; THENCE SOUTH 77°32'34" EAST 100.00 FEET; THENCE SOUTH 41°01'27" EAST 100.00 FEET; THENCE SOUTH 09°54'04" EAST 185.04 FEET; THENCE NORTH 01°56'51" WEST 535.01 FEET; THENCE SOUTH 52°10'10" WEST 1188.31 FEET TO THE PLACE OF BEGINNING. CONTAINING 248,178 SQFT OR 5.6974 ACRES.

SECTION 8. Reclassify the following described land from “Low Density Residential” to “Medium Density Residential”:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST ¼ OF SAID SECTION 23; THENCE NORTH 02°04'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST ¼ 889.48 FEET; THENCE SOUTH 87°55'05" WEST 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY AIRE DRIVE AND THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE SOUTH 87°54'54" WEST 295.80 FEET; THENCE SOUTH 63°30'02" WEST 230.53 FEET; THENCE SOUTH 56°12'06" WEST 140.38 FEET; THENCE SOUTH 17°41'49" WEST 87.65 FEET; THENCE NORTH 67°39'10" WEST 76.21 FEET; THENCE SOUTH 88°36'31" WEST 583.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH 37°49'50" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 33.76 FEET; THENCE NORTH 56°22'05" EAST 240.56 FEET TO THE BEGINNING OF A CURVE OF RADIUS 130.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 127.98 FEET, THE CHORD OF WHICH BEARS SOUTH 61°50'09" EAST 122.88 FEET; THENCE NORTH 89°57'37" EAST 102.59 FEET TO THE BEGINNING OF A CURVE OF RADIUS 330.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 169.15 FEET, THE CHORD OF WHICH BEARS NORTH 75°16'34" EAST 167.30 FEET; THENCE SOUTH 24°11'31" EAST 122.12 FEET; THENCE NORTH 65°23'33" EAST 65.88 FEET; THENCE NORTH 56°12'06" EAST 140.38 FEET; THENCE NORTH 42°03'12" EAST 29.99 FEET; THENCE NORTH 51°37'18" EAST 78.34 FEET; THENCE NORTH 61°27'18" EAST 78.34 FEET; THENCE NORTH 69°06'37" EAST 78.65 FEET; THENCE NORTH 88°00'16" EAST 277.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY AIRE DRIVE; THENCE SOUTH 02°04'55" EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE 32.43 FEET TO THE PLACE OF BEGINNING. CONTAINING 78,945 SQFT OR 1.8123 ACRES.

SECTION 9. Reclassify the following described land from “Low Density Residential” to “Medium Density Residential”:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST ¼ OF SAID SECTION 23; THENCE NORTH 02°04'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 794.17 FEET; THENCE SOUTH 87°55'05" WEST 585.72 FEET AND THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE SOUTH 42°03'12" WEST 56.60 FEET; THENCE SOUTH 85°23'33" WEST 86.61 FEET; THENCE NORTH 17°41'49" EAST 24.88 FEET; THENCE NORTH 63°30'02" EAST 121.90 FEET TO THE PLACE OF BEGINNING. CONTAINING 2,058 SQUARE FEET OR 0.0473 ACRES.

SECTION 10. Reclassify the following described land from “Commercial” to “Medium Density Residential”:

THAT PART OF THE SOUTHEAST QUARTER ¼ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST ¼ OF SAID SECTION 23; THENCE NORTH 02°04'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER ¼ 150.00 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE SOUTH 87°55'00" WEST 330.00 FEET; THENCE SOUTH 59°28'48" WEST 122.54 FEET; THENCE SOUTH 88°35'03" WEST 846.26 FEET; THENCE NORTH 01°24'57" WEST 260.73 FEET; THENCE NORTH 88°42'05" EAST 454.02 FEET; THENCE SOUTH 02°04'55" EAST 155.00 FEET; THENCE NORTH 88°42'05" EAST 330.00 FEET TO THE EAST LINE OF SAID SOUTHEAST ¼; THENCE SOUTH 02°04'55" EAST ALONG THE SAID EAST LINE 44.15 FEET TO THE PLACE OF BEGINNING. CONTAINING 147,846 SQFT OR 3.3941 ACRES.

SECTION 11. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee:

Adopted:

Vote: Ayes: Nays:

Dean Wolter, Village President

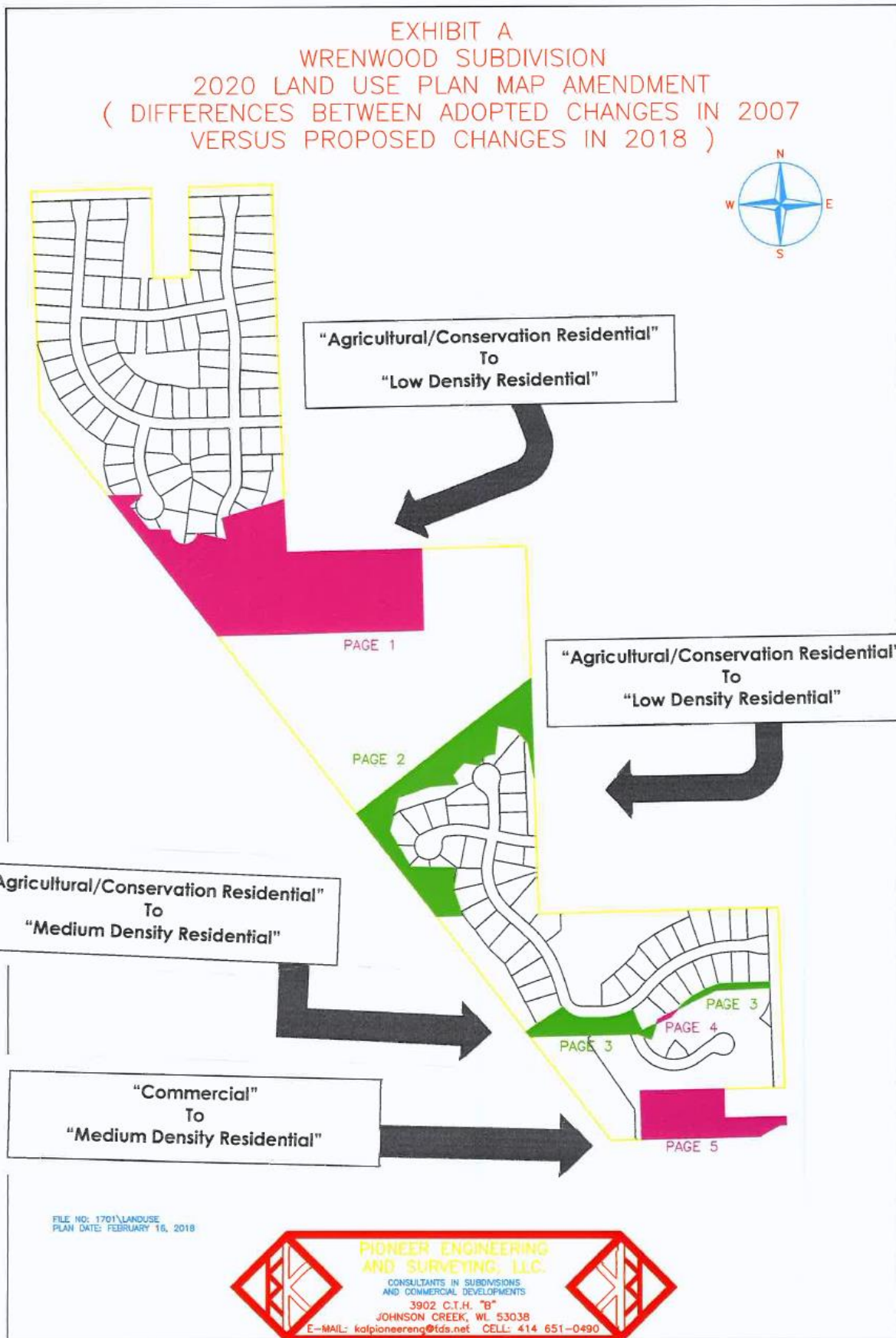
APPROVED AS TO FORM:

Brian C. Sajdak, Village Attorney

ATTEST:

_____, Village Clerk

EXHIBIT 1.
BRISCOE PROPERTY
2020 Land Use Plan Map Amendment



ORDINANCE NO. 08-2018

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

"Wrenwood Planned Development District"

(Briscoe Development & Management Inc. Property Owner)

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

SECTION 1. That the Zoning Code and zoning map of the Village of Germantown is amended by the creation of an Rs-5/Rm-2 Planned Development District to be known as the "Wrenwood Planned Development District", and, the following described area as shown in Exhibit "A" attached hereto is rezoned from the A-1: Agricultural District to the newly created Rs-5 & Rm-2/PDD Zoning District:

A PART OF THE NORTHWEST QUARTER (NW 1/4), NORTHEAST QUARTER (NE 1/4), SOUTHEAST QUARTER (SE 1/4) AND SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23, THENCE NORTH 02° 04'55" WEST ALONG THE EAST LINE OF SAID SECTION 23 150.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 167 AND THE PLACE OF BEGINNING OF THE LANDS HERE-IN-AFTER DESCRIBED; THENCE SOUTH 87°55'00" WEST ALONG SAID NORTH RIGHT-OF-WAY 33.00 FEET; THENCE SOUTH 59°28'48" WEST ALONG SAID NORTH RIGHT-OF-WAY, 122.54 FEET; THENCE SOUTH 88°35'03" WEST ALONG SAID NORTH RIGHT-OF-WAY TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD, 812.49 FEET; THENCE NORTH 37°49'50" WEST ALONG SAID EAST RIGHT-OF-WAY TO THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), 4995.73 FEET; THENCE NORTH 02°09'14" WEST ALONG SAID WEST LINE TO THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, 1173.07 FEET; THENCE N 88°33'05" EAST ALONG SAID NORTH LINE 641.76 FEET; THENCE SOUTH 01°26'55" EAST 485.60 FEET; THENCE NORTH 88°33'05" EAST 200.00 FEET; THENCE NORTH 01°26'55" WEST TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF SECTION 23, 485.60 FEET; THENCE NORTH 88°33'05" EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, 449.10 FEET; THENCE SOUTH 02°05'06" EAST ALONG SAID EAST LINE 1980.90 FEET; THENCE NORTH 88°38'40" EAST TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) 1291.29 FEET; THENCE SOUTH 02°05'12" EAST ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 23 AND THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 23, 661.15 FEET; THENCE SOUTH 01°56'51" EAST ALONG SAID EAST LINE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 23, 1320.44 FEET; THENCE NORTH 88°37'59" EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 23, 1294.40 FEET; THENCE SOUTH 02°04'55" WEST ALONG SAID EAST LINE 970.22 FEET; THENCE SOUTH 88°42'05" WEST 330.00 FEET; THENCE SOUTH 02°04'55" WEST 155.00 FEET; THENCE NORTH 88°42'05" EAST TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 23, 330.00 FEET; THENCE SOUTH 02°04'55" WEST ALONG SAID EAST LINE 44.15 FEET TO THE PLACE OF BEGINNING. CONTAINING 6,411,601 SQUARE FEET (147.1901 ACRES) MORE OR LESS.

SECTION 2. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____
Adopted: _____, 2018

Vote: _____
Ayes: _____
Nays: _____

Dean Wolter, Village President

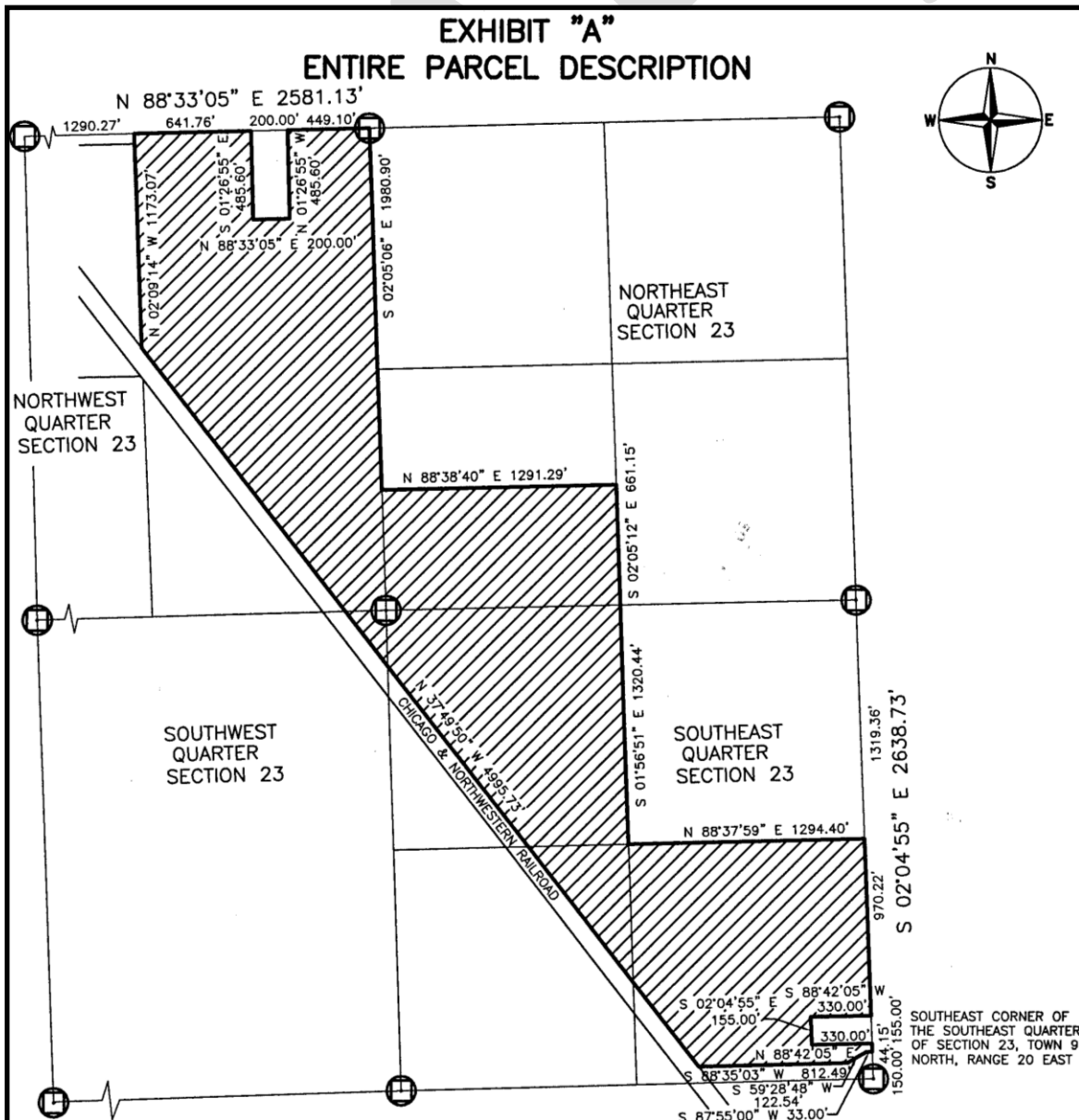
ATTEST:

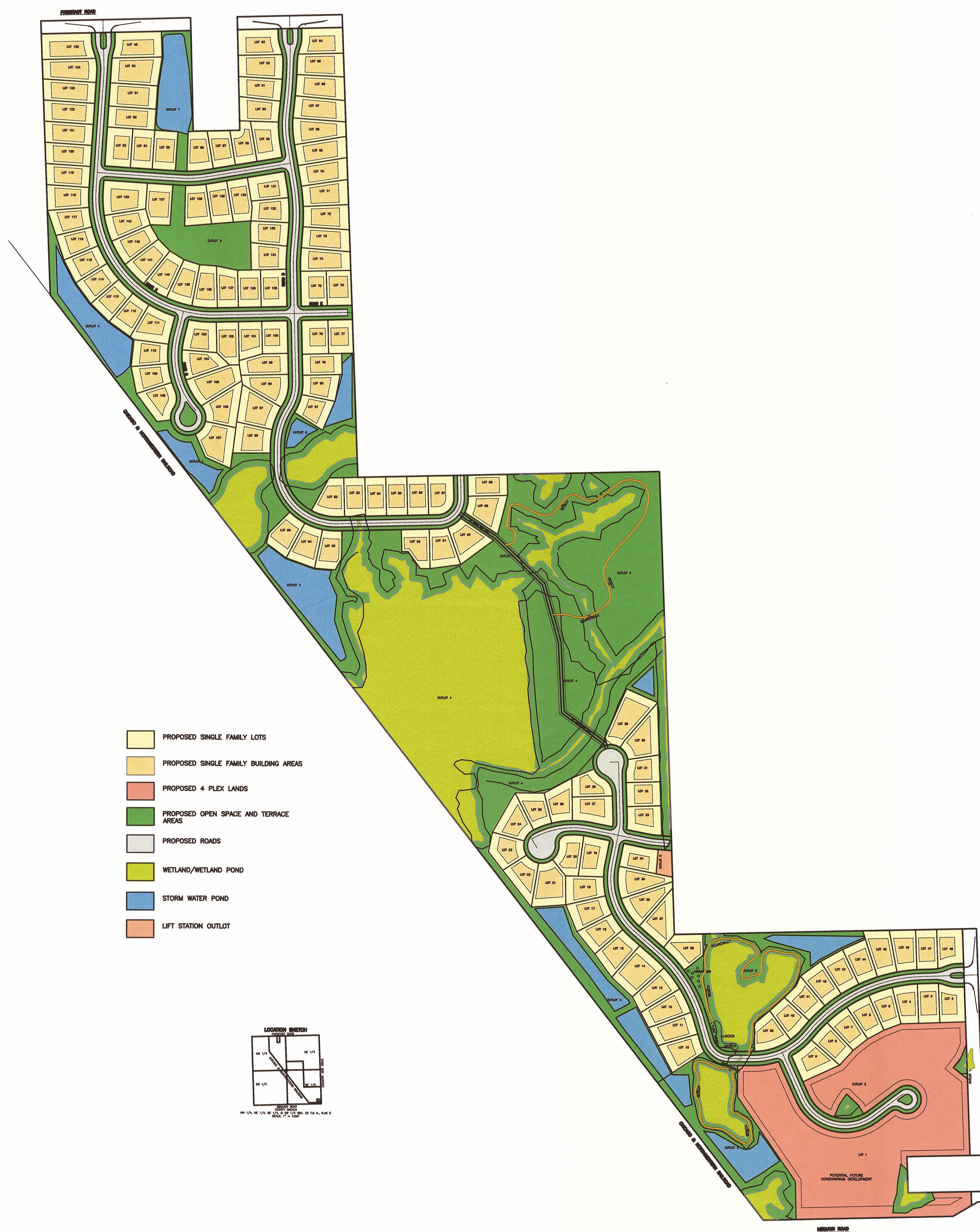
Deanna Boldrey, Village Clerk

APPROVED AS TO FORM:

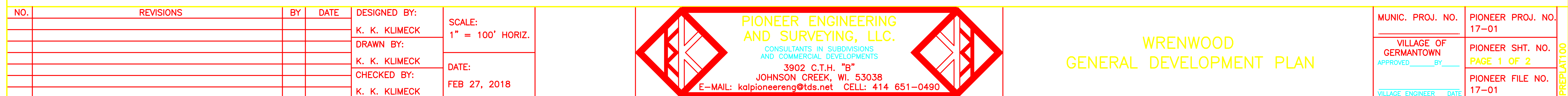
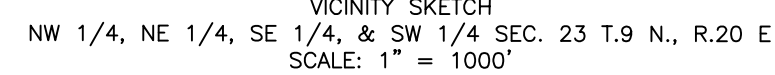
Brian Sajdak, Attorney

Published:





NO.	REVISIONS	BY	DATE	DESIGNED BY:	SCALE:			PIONEER ENGINEERING AND SURVEYING, LLC. CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS 3902 C.T.H. "B" JOHNSON CREEK, WI. 53038 E-MAIL: kalpioneereng@tds.net CELL: 414 651-0490		WRENWOOD GENERAL DEVELOPMENT PLAN			MUNIC. PROJ. NO.	PIONEER PROJ. NO.
				K. K. KLIMECK	1" = 200' HORIZ.								VILLAGE OF GERMANTOWN APPROVED _____ BY _____	PIONEER SHT. NO.
				DRAWN BY:	DATE:								PAGE 1 OF 1	PIONEER FILE NO.
				K. K. KLIMECK	APRIL 12, 2018									17-01
				CHECKED BY:										
				K. K. KLIMECK										





NO.	REVISIONS	BY	DATE	DESIGNED BY:	SCALE:	 PIONEER ENGINEERING AND SURVEYING, LLC. CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS 3902 C.T.H. "B" JOHNSON CREEK, WI. 53038 e-mail: kalpioneereng@tds.net (414) 651-0490		MUNIC. PROJ. NO.	PIONEER PROJ. NO.
				K. K. KLIMECK	1" = 50'			17-01	17-01
				DRAWN BY:	DATE:			VILLAGE OF GERMANTOWN	PIONEER SHT. NO.
				K. K. KLIMECK	APRIL 12, 2018			APPROVED BY	PAGE 5 OF 9
				CHECKED BY:				VILLAGE ENGINEER DATE	PIONEER FILE NO.
				K. K. KLIMECK					17-01

LANDSCAPING PLAN FOR THE
POND AREAS OF WRENWOOD

D:\1701\LANDSCAP

RESOLUTION NO. R 28-2018

ADOPTING CONDITIONS AND RESTRICTIONS FOR THE WRENWOOD PLANNED DEVELOPMENT DISTRICT ("WRENWOOD PDD")

WHEREAS, Briscoe Development & Management Inc., property owner (hereinafter the "Developer") has applied for an Rs-5: Residential Single-Family and Rm-2: Residential Multi-Family Planned Development District (Rs-5/Rm-2/PDD) to be applied to the property located in the Village of Germantown as described in Exhibit A attached hereto; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for Planned Development Districts (PDD) that modify the basic allowances, limitations, and bulk regulations of the underlying zoning district, as well as, allow for the establishment of specific uses, bulk regulations, density standards, yard setbacks, etc. to ensure proper development, operation and maintenance of the proposed development in the General Development Plan; and

WHEREAS, the Village of Germantown Plan Commission on February 26, 2018, reviewed the Rs-5/Rm-2/PDD rezoning application and forwarded a positive recommendation regarding both the rezoning and General Development Plan to the Village Board;

NOW, THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown hereby adopts the following specific conditions and restrictions that shall apply to all development on and the use of property within the PDD:

1. **GENERAL DEVELOPMENT PLAN (GDP)**. The General Development Plan (Exhibit B dated March 2, 2018) establishes the basic parameters for development within the Wrenwood PDD including the approximate size and orientation of lots, density of development, setbacks, location of internal roadways and intersections to the adjacent road system, and the general location and extent of landscaping, buffering and recreational trails. While all development within the Wrenwood PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval. Subsequent Village approvals shall be required as a prerequisite for development, including but not limited to a subdivision plat and condominium plat.
2. **PERMITTED LAND USES**. Permitted Principal, Accessory, Conditional and Temporary Uses allowed within the Wrenwood PDD shall be as set forth in Rs-5: Residential Single-Family and Rm-2: Residential Multi-Family Zoning Districts Section 17.30 of the Zoning Code.
3. **ACCESS**. Access to all development within the Wrenwood PDD shall be limited to/from Freistadt Road and Country Aire Drive as shown on GDP.

4. **Residential Density, Unit Size and Type** — The project shall include a maximum of one-hundred forty-two (142) single-family dwelling units on individual platted lots no smaller than 15,000 square feet, and, no more than sixty (60) multi-family dwelling condominium units in residential buildings containing no more than four (4) condominium dwelling units per building. Development of the single-family residential area(s) shall be approved consistent with and pursuant to the Village's subdivision platting procedures. Development of the multi-family condominium area shall be consistent with and pursuant to the Village's Site Plan and Condominium Plat procedures.
5. **Open Space Ownership and Maintenance** — All open space shown on the General Development Plan shall be owned and maintained by a Homeowners Association in perpetuity. Maintenance guarantees shall be included in the Developer's Agreement.
6. **Street Improvements, Interior Road Construction and Ownership** — All internal roadways intended for dedication shall be approved by the Plan Commission and constructed to standards deemed acceptable to the Department of Public Works. Detailed cross sections shall be approved by the Public Works Committee. Pavement width shall not exceed 36 feet, curb face to curb face, but may be designed to a minimum dimension of 24 feet.
7. **Pedestrian Circulation** — The developer shall install a paved pedestrian path located within the central park/open space area between and connection the north and south residential areas as shown on the GDP. All other pedestrian trails within the development may be gravel or other material deemed acceptable by the Village. The construction of sidewalks along Country Aire Drive, Mequon Road and/or Freistadt Road shall be required as directed by the Village's Public Works Committee consistent with the Village's sidewalk plan.
8. **Specific Lighting and Landscaping Plans** — The developer shall submit specific lighting and landscaping plans and specifications to the Village for final approval prior to final plat approval. Lighting and landscaping including the installation of street trees shall comply with Village guidelines. The General Development Plan shall be used as a guide for the general location and character of landscaping, including location of buffers and street trees. Street lighting shall be installed at all access entrances/intersections along Freistadt Road and Country Aire Drive, and, at all internal road intersections within the development unless otherwise approved by the Village's Public Works Committee. Individual lot and lighting of the condominium area shall be installed as required under the Village's Subdivision Code (or as part of site plan approval by the Plan Commission for the condominium area).

9. **Expiration** — The developer shall obtain appropriate subdivision plat, developer agreement and other Village approvals and permits in a timely manner. If preliminary plat approval for any single-family area, or, a site development plan for the condominium area, whichever comes first, has not been submitted to and approved by the Village of Germantown within two (2) years from the date this PDD amendment has been approved by the Village Board, approval shall be deemed to have expired. If this requirement is not satisfied, the Wrenwood PDD and General Development Plan (GDP) shall become null and void and the property shall revert back to the previous A-1: Agricultural Zoning District.

10. **SITE DEVELOPMENT AND BUILDING REQUIREMENTS.**

Unless otherwise modified as set forth below, all development and building shall be in accordance with the lot, building and other applicable bulk requirements set forth in the applicable underlying Rs-5: Single-Family or Rm-2: Multi-Family Zoning Districts and other applicable Zoning Code regulations:

Modifications to the Rs-5: Single-Family District

a. **LOT AND BUILDING REQUIREMENTS**

- i. Lot Width (minimum) 90 feet
- ii. Principal Building Setbacks (minimum)
 - 1. Side Yard 12 feet

Modifications to the Rm-2: Multi-Family District

b. **LOT AND BUILDING REQUIREMENTS**

- i. Lot Size (minimum) None (allow condominium development of entire area provided total number of units does not exceed sixty (60) units; maximum number of buildings does not exceed fifteen (15) and maximum number of units per building does not exceed four (4) units per building

11. **APPLICABILITY OF MUNICIPAL CODE.**

Unless otherwise set forth herein, all other applicable zoning and development regulations contained in the Germantown Municipal Code (e.g. Shoreland-Wetland Zoning, Floodplain Zoning, Subdivision) shall apply to development and land use within the SC-PDD. In the event a requirement, restriction or limitation set forth herein conflicts with a similar requirement, restriction or limitation found in another section of the Municipal Code, the most stringent requirement, restriction or limitation shall apply.

Introduced by: _____
Adopted: _____, 2018

Vote: Ayes: ____ Nays: ____

Dean Wolter, Village President

ATTEST:
_____, Village Clerk

EXHIBIT A

Wrenwood Planned Development District (PDD)
Boundary Description

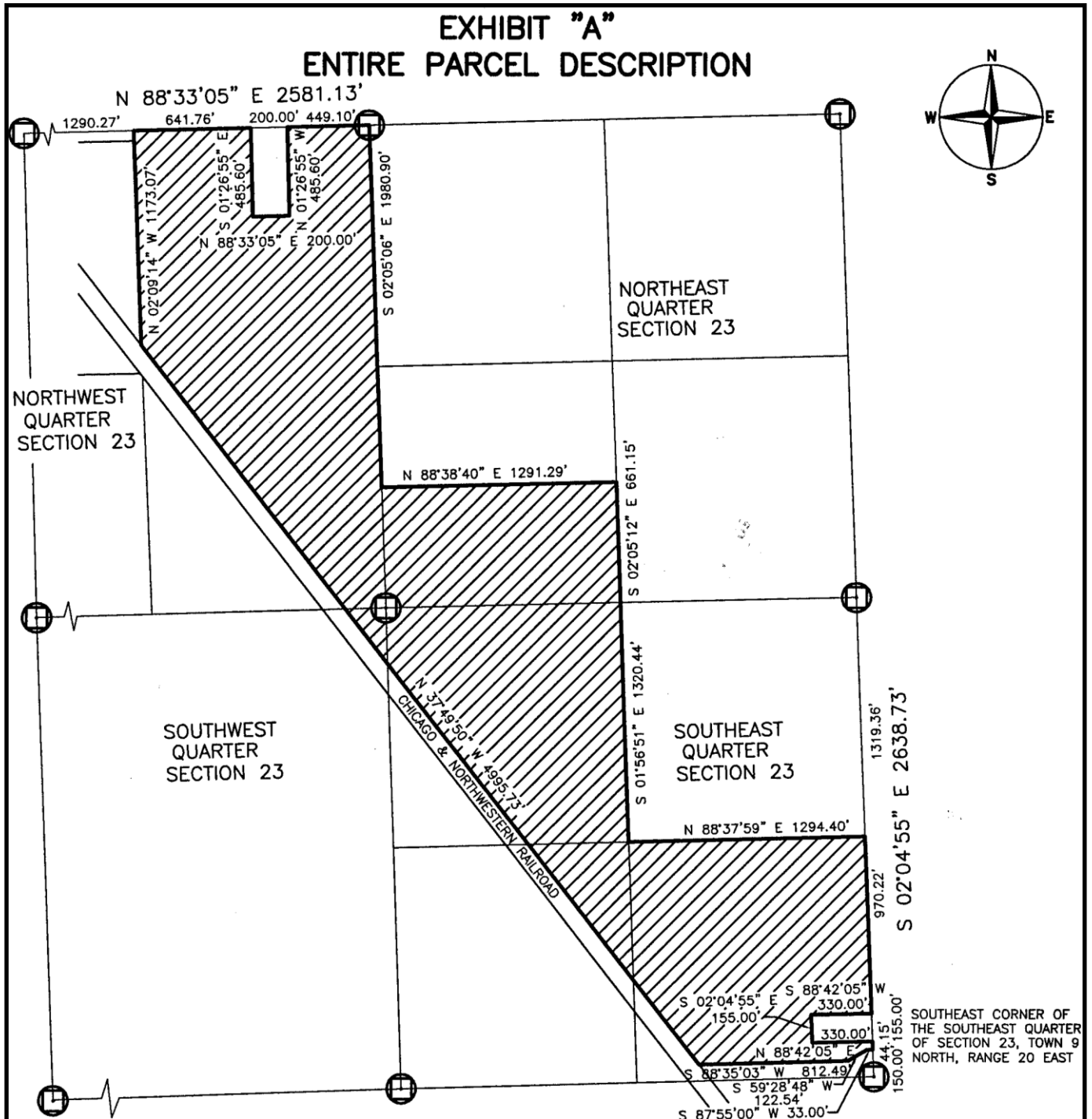
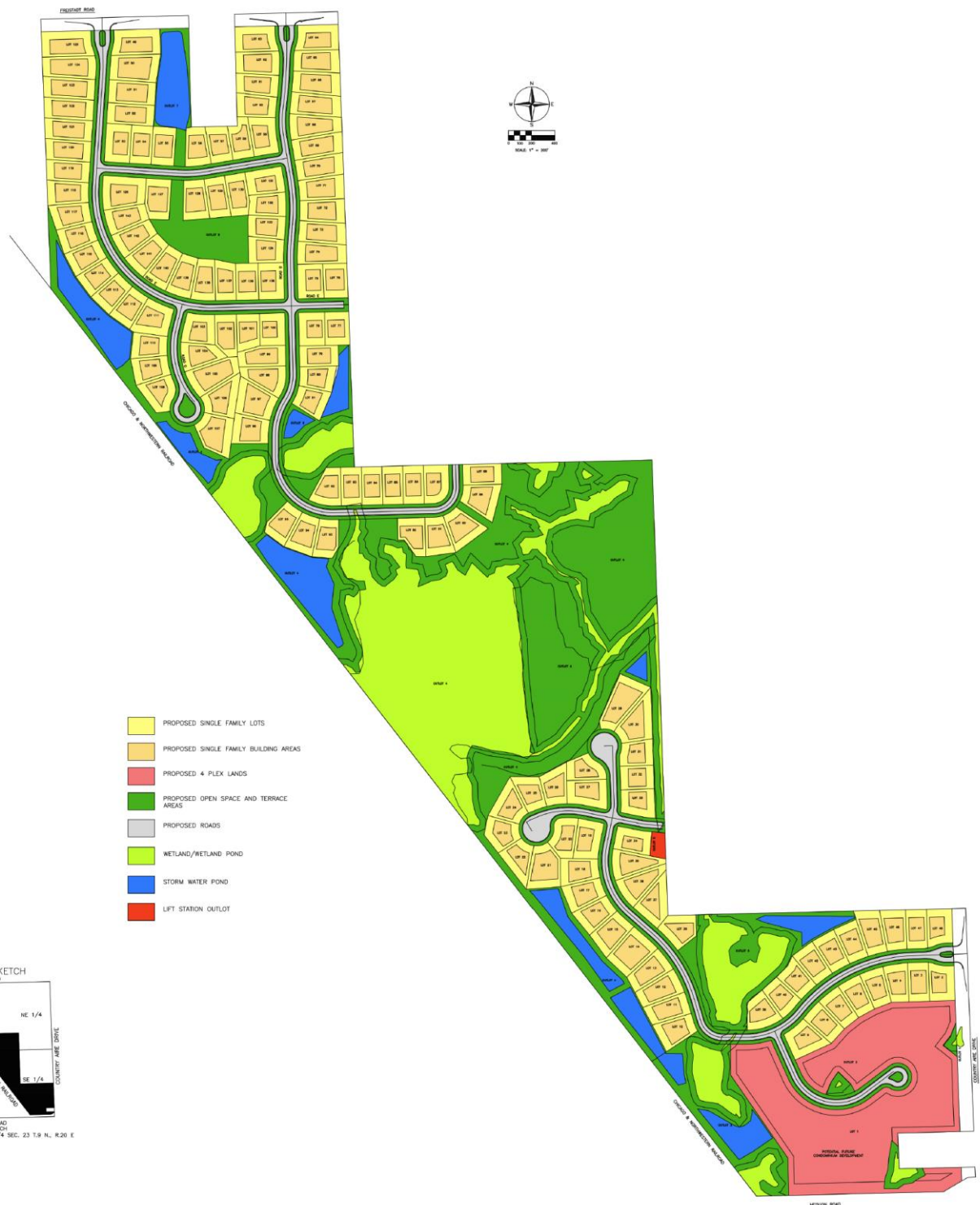


EXHIBIT B

Wrenwood Planned Development District (PDD) General Development Plan *{See Attach General Development Plan Dated March 2, 2018}*



Eric Van Schyndle, Quarles & Brady, commented that there were no plans for developing the site at this time.

MOTION Baum second Shadid to Approve the 2-lot Certified Survey Map land division for the 15.6-acre property owned by SMV Germantown LLC subject to the following conditions:

- 1. All technical corrections and issues raised by the Village Surveyor in the February 6, 2018 memo shall be addressed and/or corrected prior to recording the CSM.***
- 2. A note shall be added to the CSM indicating that "Development of Lot 2 shall be consistent with the adopted Virginia Highlands EH Zoning District General Development Plan and comply with all applicable requirements, allowances and limitations of the Village's EH Zoning District".***
- 3. A note shall be added to the CSM indicating that a storm water easement & maintenance agreement to be recorded along with the CSM shall be submitted to the Village for review and approval prior to recording the CSM.***

MOTION carried unanimously.

Carity Land Corporation for Briscoe Development – 147-acres south of Freistadt Road, north of Mequon Road, west of Country Aire Drive. The request is for approval of amendments to the 2020 Future Land Use Plan map and rezoning application to create a Planned Development District (PDD) for purposes of developing a 147.2-acre residential development of 142 single-family lots and 60 multi-family condominium units. Planner Retzlaff summarized the proposal.

Discussion followed. Bill Carity, Carity Lan Corp. asked for some flexibility with the plan and said the multi-family condo units would be low rise and 2 to 4 family buildings. He said all the added features, including walking paths and street lights, are still in the plan. He said a community center was proposed on a previous plan but is not part of this plan. The plan will also include extensive landscaping, picnic areas and fishing opportunities. The park area is not intended to be an active park but a conservation area with trails.

MOTION Baum second Nilles to Approve the following changes to the 2020 Land Use Plan (LUP) map classifications for the Briscoe property:

- 1. Re-classify the additional area in the northern part of the property from "Agricultural/Conservation Residential" (green) to "Low Density Residential" (orange);***
- 2. Add this same area to the Village's Sanitary Sewer Service Area (SSA);***
- 3. Re-classify the additional area in the southern part of the property from "Agricultural/Conservation Residential" (green) to "Low Density Residential" (orange);***
- 4. Reconfigure the area classified as "Medium Density Residential" (light brown) around the proposed condominium portion of the development;***
- 5. Re-classify the 3.5 acre "Commercial" (red) area to "Medium Density Residential" (light brown) in the southern part of the property along Mequon Road.***

MOTION carried unanimously.

MOTION Gaum second Gray to APPROVE the A-1: Agricultural to Rs-5: single-Family and A-1: Agricultural to Rm-2: Multi-Family rezoning as proposed and summarized herein, and, the

creation of a PDD for the entire 147.2-acre Briscoe property subject to the Applicant incorporating the following changes to the proposed development and general development plan:

- 1. Prepare a separate "General Development Plan" sheet presenting the general road and lot layout, open space areas, etc. for attachment to the PDD ordinance and conditions resolution;**
- 2. Create a minimum 30' wide buffer area between the railroad right-of-way and Lot Nos. 22 and 23 similar in width to the minimum buffer provided along the north residential area;**
- 3. Create a minimum 25' wide landscaped buffer area within the lots (or create an outlot) along Freistadt Road and Country Aire Drive;**
- 4. Provide a detailed plan for landscaping within the landscape buffer areas required under #2 above, and, a detailed plan for the proposed pedestrian trails, central park, ponds, and other amenities discussed the Applicant's Wrenwood PDD" narrative.**

MOTION to Amend Baum second Shadid to add Condition #5 that in the multi-family section only 2, 3 or 4-unit buildings will be acceptable.

MOTION to Amend carried unanimously.

Motion to amend Baum to add Condition #6 that all the amenities as previously presented be maintained and that a community center be considered when bringing the plan forward for the multi-family. Bill Carity said he will commit to street lights, uniform mail boxes and trails as part of the PDD document. Motion to amend Withdrawn.

MOTION to Approve as amended carried unanimously.

Virtus Development for Victory Center LLC – W140 N10385 & W140 N10393 Fond du Lac Avenue. The request is for approval of a rezoning application to create a Planned Development District (PDD) and a site Plan for a 4,220 sqft restaurant and coffee shop. Planner Retzlaff summarized the proposal.

Trustee Baum recused himself. Greg Nagel, Virtus Development, answered questions. Discussion followed.

MOTION Gray second Shadid to Approve creating a B-3/PDD (the "Kuhberg District") as proposed by Victory Center LLC for their .43-acre parcels located on Donges Bay Road subject to the following requirements and conditions:

- 1. The B-3: General Business Zoning District regulations shall constitute the specific conditions and restrictions for the PDD as amended in the Developer's PDD Application (dated January 8, 2018) and summarized herein;**
- 2. Subject to revision required by the Plan Commission, plan sheet GD100 dated February 23, 2018 shall constitute the General Development Plan required under Section 17.27 of the Zoning Code;**

2020 FUTURE LAND USE PLAN MAP AMENDMENTS & PLANNED DEVELOPMENT DISTRICT (PDD) REZONING

2/26/18 Plan Commission Meeting

Carity Land Corporation / Briscoe Development & Management Inc.
Village Planner Report **Germantown, Wisconsin**

Summary

Bill Carity, Carity Land Corp, agent for Briscoe Development & Management Inc., property owner, is requesting approval of amendments to the 2020 Future Land Use Plan map, and, a rezoning application to create a Planned Development District (PDD) for purposes of developing a 147.2-acre residential development of 142 single-family lots and 60 multi-family condominium units south of Freistadt Road, north of Mequon Road and west of Country Aire Drive.

Property Location: Freistadt Road, Mequon Road, Country Aire Drive

Applicant/

Property Owner: Bill Carity
12720 W. North Ave
Brookfield, WI

Briscoe Development
250 Executive Drive Ste 301
Brookfield, WI

Current Zoning: A-1: Agricultural

Adjacent Land Uses		Zoning
North	Residential	Rs-1
South	Residential/Industrial	Rs-2/M-1
East	Residential/Agricultural	A-1/Rs-2
West	Residential/Agricultural/Industrial	Rs-5/A-1/M-2



Background/Proposal

Bill Carity, Carity Land Corp, agent for Briscoe Development & Management Inc., property owner, is requesting approval of amendments to the 2020 Future Land Use Plan map, and, a rezoning application to create a Planned Development District (PDD) for purposes of developing a 147.2-acre residential development of 142 single-family lots and 60 multi-family condominium units south of Freistadt Road, north of Mequon Road and west of Country Aire Drive.

As discussed with the Plan Commission back in August 2017, an earlier and slightly different version of the Wrenwood development proposal was made to the Village back in 2007 with a number of Village approvals granted, including an expansion of the Sewer Service Area (SSA) boundary and a series of 2020 Land Use Plan (LUP) map amendments in order to accommodate the type and extent of proposed residential development. As a consequence of the uncertainty and general downturn in the economy around that time, the project did not move forward.

As summarized detailed in the Applicant's narrative description and Wrenwood Concept Plan (see attached), the new Wrenwood proposal contains some differences in the number and type of residential units. The new proposal contains more single-family residential lots (142 vs. the previously proposed 109 lots) and potentially the same number of multi-family units (up to a maximum of 60 units under the current proposal vs. the previously proposed 60 duplex units). In addition, the new Wrenwood proposal does NOT include any commercial development along Mequon Road (a 3.5-acre area along Mequon Road as included in the earlier proposal at the direction of the Village).

The Wrenwood development is comprised of two (2) primary clusters of residential development bisected by a large environmental corridor through the middle of the property. A total of 94 single-family lots in the north cluster will have access (only) to Freistadt Road to the north. The remaining 47 single-family lots and 60-unit condominium area will have access to Country Aire Drive. Access between the north and south residential clusters and through the environmental corridor will only be provided by a pedestrian trail.

2020 Land Use Plan (LUP) Map Amendments

Because of the minor differences between the new and previously proposed Wrenwood proposals, there are a few approvals that will be required by the Village before any development can occur, including the following changes to the Village's 2020 LUP map (as described in the plan amendment narrative and shown on attached Exhibit A):

- Re-classify additional area in the northern part of the property from "Agricultural/Conservation Residential" (green) to "Low Density Residential" (orange) on the 2020 LUP map;
- Add this same area to the Village's Sanitary Sewer Service Area (SSA);
- Re-classify additional area in the southern part of the property from "Agricultural/Conservation Residential" (green) to "Low Density Residential" (orange) on the 2020 LUP map;

-
- Reconfigure the area classified as “Medium Density Residential” (light brown) around the proposed condominium portion of the development;
 - Eliminate and re-classify the 3.5 acre “Commercial” (red) area to “Medium Density Residential” (light brown) in the southern part of the property along Mequon Road.

Planned Development District (PDD) Creation & Rezoning

In addition to the above, the property will also need to be rezoned into appropriate residential zoning districts consistent with the LUP map amendments. Back in 2007, essentially the same proposed rezoning of the property was recommended for approval by the Plan Commission except for the 3.5-acre commercial area. The Plan Commission tabled any action regarding the commercial area until evidence was provided that access to the commercial area from Mequon Road would be permitted by WisDOT. *[NOTE: It needs to be pointed out that in 2007 the Applicant did NOT propose commercial development as part of the overall development plan. As is the case today under the current LUP amendment request, the Applicant requested removal of the “Commercial” designation on the 2020 LUP map in 2007].*

As stated in the Applicant’s project narrative and shown in Exhibit A (to the rezoning application), the Applicant is proposing the following zoning district changes for the 147.2-acre property:

- Rezone 63.8 acres of land in the northern area from A-1: Agricultural to RS-5: Single-family District (maximum density of 2.9 DU/net acre);
- Rezone 37.6 acres of land in the southern area from A-1: Agricultural to RS-5: Single-family District (maximum density of 2.9 DU/net acre);
- Rezone 18.7 acres from A-1: Agricultural to Rm-2: Multi-family District (maximum density of 8 DU/net acre);
- Create a Planned Development District (PDD) Overlay for the entire 147.2-acre property

The PDD District will be created to take advantage of the “flexibility” available to provide a more creative layout that contains many “conservation design” features, e.g. large contiguous tracts of open space with and clustered lots. However, as noted in the project narrative and concept plan, the proposed density of the single-family area will be only 1.59 DU/ net acre (1.1 DU/gross acre), and, the proposed density of the multi-family area (3.2 DU/acre). These densities will be less than the maximum allowed in the underlying Rs-5 District (2.9 DU/acre) and Rm-2 District (8 DU/acre), respectively.

To facilitate development, the Developer is proposing to create a Planned Development District (PDD) for the entire property to modify some of the underlying Rs-5 and Rm-2 Zoning District requirements that would ordinarily apply, e.g. lot width, lot size, etc.

As indicated in the Applicant's "Wrenwood PDD" narrative, the proposed zoning modifications to the Rs-5 and Rm-2 District requirements are limited to the following:

- Lot, Yard and Building Requirements:
 - o Rs-5: Reduce minimum Lot Width from 100 feet to 90 feet;
 - o Rm-2: eliminate the minimum lot size requirement to allow the clustering of development units and develop as a condominium.

Other features and amenities of the proposed PDD development are described in the Applicant's narrative, including:

- Preservation of 20.7 acres of wetland;
- 59 acres of open space or 40% of total parcel area (38 acres of open space outside of wetlands);
- 41.7-acre "Central Park" environmental corridor area w/ pedestrian trail linking the north and south development areas;
- 2-acre & .75-acre Ponds w/ pier & picnic area;
- Entrance & cul-de-sac landscaping.

[NOTE: A separate PDD Conditions & Restrictions resolution containing these development-specific allowances, references to the detailed general development plan, and any other conditions of approval deemed appropriate by the Village, will be prepared by Village staff at the time the PDD is considered by the Village Board].

Staff Comments

Although 10 years have passed, not much has changed with regard to what's needed to complete the development. Although there are minor changes needed to both the SSA boundary and LUP map to accommodate minor differences in the new proposal, the discussion and debate over the suitability and appropriateness of the overall development in this location has effectively already occurred; resulting in the SSA boundary and LUP map changes adopted by the Village.

The proposed Wrenwood development is nearly identical to the original proposal in terms of road and lot layout that was reviewed by the Plan Commission and Village Board back in 2007. The only reason the development has not advanced to the preliminary plat stage in the process is due to the fact that the Village Board never acted on the LUP map amendments and rezoning applications that the Plan Commission had already recommended for approval back in 2007. Since that time, the only new information that needs to be considered is the fact the WisDOT eventually determined that direct access to Mequon Road from any commercial area would likely NOT be permitted if access could be obtained from Country Aire Drive. Given what would likely be a circuitous route to/from Country Aire, the notion of keeping the 3.5-acre area reserved for future commercial development is not recommended. Therefore, a modest increase in residential units (from 169 in 2007 up to 200 under the current 2018 plan) appears to be a reasonable trade-off for the elimination of 3.5 acres of potential commercial development along Mequon Road.

With that said, one significant prerequisite that needs to occur for any development to occur involves the extension of public water and sewer utilities to the development. As eluded to in the project narrative, water and sewer utilities. Since August 2017 when the proposal was initially discussed under a consultation, the Applicant has been working with the Village assessing alternatives to extend water and sewer to serve the development. At this point in time, decisions have been regarding an alternative that would extend sanitary sewer from the east along Mequon Road, through the interior of the development with a new lift station being installed within the development to convey effluent from the development. The lift station would replace an existing, older lift station in the residential area west of the railroad and would service that area, as well as, currently undeveloped lands along Country Aire Drive up to and possibly slightly north of Freistadt Road.

The multi-family/condominium area is proposed to be a “holding area” for this type of development with no more than 60 dwelling units. Although the concept plan discussed back in August 2017 presented thirteen (13) condominium buildings with 4 units per building (52 total dwelling units), at this time the developer prefers not to commit to a certain type of building or layout for the area. Unlike a preliminary subdivision plat that would be reviewed and approved for the north and south single-family lot areas, the multi-family area would be required to undergo Site Plan review and approval (with a condominium plat) by the Plan Commission prior to any development being permitted. At that time, the Plan Commission would review and approve specific plans for the type, layout, architecture, materials, etc. proposed for the multi-family area.

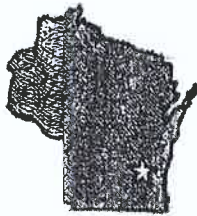
Village Planner Recommendation

APPROVE the following changes to the 2020 Land Use Plan (LUP) map classifications for the Briscoe property:

1. Re-classify the additional area in the northern part of the property from “Agricultural/Conservation Residential” (green) to “Low Density Residential” (orange);
2. Add this same area to the Village’s Sanitary Sewer Service Area (SSA);
3. Re-classify the additional area in the southern part of the property from “Agricultural/Conservation Residential” (green) to “Low Density Residential” (orange);
4. Reconfigure the area classified as “Medium Density Residential” (light brown) around the proposed condominium portion of the development;
5. Re-classify the 3.5 acre “Commercial” (red) area to “Medium Density Residential” (light brown) in the southern part of the property along Mequon Road.

APPROVE the A-1: Agricultural to Rs-5: single-Family and A-1: Agricultural to Rm-2: Multi-Family rezoning as proposed and summarized herein, and, the creation of a PDD for the entire 147.2-acre Briscoe property subject to the Applicant incorporating the following changes to the proposed development and general development plan:

1. Prepare a separate “General Development Plan” sheet presenting the general road and lot layout, open space areas, etc. for attachment to the PDD ordinance and conditions resolution;
2. Create a minimum 25’ wide buffer area between the railroad right-of-way and Lot Nos. 22 and 23 similar in width to the minimum buffer provided along the north residential area;
3. Create a minimum 25’ wide landscaped buffer area within the lots (or create an outlot) along Freistadt Road and Country Aire Drive;
4. Provide a detailed plan for landscaping within the landscape buffer areas required under #2 above, and, a detailed plan for the proposed pedestrian trails, central park, ponds, and other amenities discussed the Applicant’s Wrenwood PDD” narrative.



Village of
★★★
Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

- ☐ \$200 Plan Commission Consultation
- ☐ \$1,085 Rezoning
- ☐ \$1,240 PDD < 5 acres
- ☐ \$2,095 PDD 5-20 acre site
- ☒ \$3,460 PDD > 20 acre site

Date Paid: 1-8-18 Received by: 1-8-18

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1	APPLICANT OR AGENT <u>Bill Carity</u> <u>c/o Carity Land Corp.</u> <u>12720 West North Avenue</u> <u>Brookfield, WI 53005</u> <u>Phone (414) 861-1967</u> <u>Fax (262) 785-1949</u> <u>E-Mail carityland@sbcglobal.net</u>	PROPERTY OWNER <u>Michael B. Viscio</u> <u>Developers Group</u> <u>250 S. Executive Dr., Suite 300</u> <u>Brookfield, WI 53005</u> <u>Phone (414) 861-1988</u> <u>mike@briscoedev.com</u>		
2	PROPERTY ADDRESS OR GENERAL LOCATION 			
	TAX KEY NUMBER GTNV 292989, GTNV 232998, GTNV 231998, GTNV 233981, GTNV 234993 and GTNV 234997			
3	REZONING REQUEST <table border="1" style="width: 100%;"><tr><td style="width: 50%; text-align: center;">FROM Agricultural</td><td style="width: 50%; text-align: center;">TO RS-5 & RM-2 PDD</td></tr></table>		FROM Agricultural	TO RS-5 & RM-2 PDD
FROM Agricultural	TO RS-5 & RM-2 PDD			

4 **METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY - REQUIRED**

Attach pages as necessary

SEE ATTACHED EXHIBIT

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

Entitle a mixed use residential subdivision known as Wrenwood.

See narrative attached

6 SUPPORTING DOCUMENTATION:

- ☐ Plat of Survey (1:100)
- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☒ Preliminary Plat
- ☐ _____

7 READ AND INITIAL THE FOLLOWING:

W I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.

W I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself be sufficient cause to deny the petition.

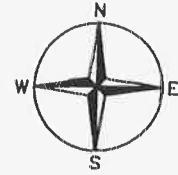
W I am aware that this rezoning shall go into effect immediately upon the final approval of the Village Board and its execution of the rezoning ordinance

8 SIGNATURES - ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Wrenwood
Applicant
1-6-18
Date

[Signature]
Owner
Jan 6 2018
Date

EXHIBIT A
WRENWOOD SUBDIVISION
RE-ZONING AMENDMENT



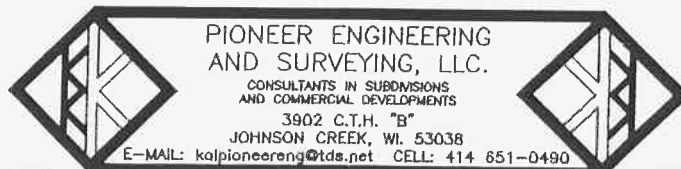
LEGAL NUMBER 1
FROM: AGRICULTURAL/CONSERVATION (A-1/C)
TO: LOW DENSITY RESIDENTIAL (RS-5)

AGRICULTURAL/CONSERVATION
(A-1/C) TO REMAIN

LEGAL NUMBER 2
FROM: AGRICULTURAL/
CONSERVATION (A-1/C)
TO: LOW DENSITY
RESIDENTIAL (RS-5)

LEGAL NUMBER 3
FROM: AGRICULTURAL/CONSERVATION (A-1/C)
TO: LOW DENSITY RESIDENTIAL (RS-5)

FILE NO: 1701\LANDUSE
PLAN DATE: JANUARY 4, 2018



WRENWOOD

Preliminary Plat Rezoning and Land Use Plan Amendment

Executive Summary

1.	Total Parcel Area	147.19 acres
2.	Private Parkland Area	59.04 acres (40% of Parcel)
3.	Open Space Outside of Wetlands	38.35 acres (26% of Parcel)
4.	Area of Wetlands	20.69 acres (14% of Parcel)
5.	Area of PEC	26.27 acres (18% of Parcel)
6.	Single Family Lots	142 min.; 15,005 max.; 26,507 av.; 17,779 sq. ft.
7.	Condominium Area	12 acres, no greater than 60 dwelling units
8.	Proposed ROW	10,484 lineal feet, 18.04 acres
9.	Residential Density	.72 units per gross acre
10.	Flood Plain	None

Requested Action

1. Amendment to Comprehensive Land Use Plan
2. Rezoning
3. Preliminary Plat approval

Location and Surrounding Land Use

The parcel proposed to be developed into the WRENWOOD Project is irregular in shape and 147.19 acres in size. It is bordered on the north by Friedstadt Road with the exception of a 3 acre carve out homestead parcel. On the east, it is bordered by various large agricultural parcels most of which have frontage on Country Aire Drive. The development parcel also shares frontage on Country Aire Drive in the southern quadrant. Along the Country Aire Drive frontage there is an older duplex home, that is not part of the development, that is located several hundred feet north of Mequon Road. Mequon road creates the southern boundary of the parcel and the Canadian National Railroad tracks constitute the majority of the western boundary. Essentially, the vast majority of the parcel is bounded by larger vacant land parcels that are utilized agriculturally.

Environmental

The parcel as recently delineated has a number of wetlands that primarily exist in and around the wooded area of the central part of the parcel that is proposed to be preserved as private parkland. An intermittent stream that is contained in an agricultural ditch that bisects the parcel is also located in the proposed central private park area. There is no known flood plain on the parcel. A 26-acre delineated Primary Environmental Corridor ("PEC") consisting most of mature woods and wooded wetlands

also occurs in the central (private park) area of the parcel. It should be noted that the development plan does not contemplate any home site intrusion into the wetlands while maintaining a 25 foot setback from all wetlands. There are two minor wetland fills that will have to be permitted by the WI DNR to accommodate a street extension between the two ponds on the southern area of the plat and a road on the north area of the plat. A Conditional Use Permit will also have to be issued by the Village of Germantown to permit the road crossings.

Utilities-Sewer and Water

A 12" water main that exists at the intersection of Mequon Road and Country Aire Drive is proposed as a water source. The Village is planning an extension of this main in 2018 to the proposed entrance of Wrenwood due to the State DOT reconfiguration of the Mequon Road and Country Aire Drive intersection. The developer will work with the Village to loop the internal water system into other existing mains. The developer has worked with Public Works Staff and the Board of Public Works regarding sanitary sewer service. The proposed development contemplates the installation of a lift station that will pump waste water to an existing sewer in the Germantown Industrial Park. This lift station is designed to ultimately be replaced by an Interceptor server that is in the planning stage in the Village. The extension of sanitary sewer to the proposed development will require a minor amendment to the MMDS sewer service area to allow for sanitary sewer service to lots just north of the Central Park.

Zoning and Land Use Plan

The entire parcel is currently zoned A-1. To develop the parcel according to the Developer's concept plan, the parcel will have to be rezoned to RS-5 PDD and RM-2 PPD. The Village Land Use Plan currently shows the area along Friestadt Road as being low density residential. The central area is shown as being Agricultural/Conservation Residential and the area where the parcel abuts Country Aire Drive and Mequon Road is shown on the Land Use Plan as both Low Density Residential and Commercial (along Mequon Road). The Developer seeks an amendment to the Land Use Plan to reflect the manner of use and density as reflected in the Developer's Preliminary Plat.

WRENWOOD Preliminary Plat

The primary intent of the mixed use residential plan that is proposed for the Wrenwood Parcel is to cluster lots allowing for preservation of all of the significant environmental areas contained within the parcel. The plan is consistent with conservation subdivision design principles. The central area of the parcel proposed to be preserved contains a Primary Environmental Corridor with mature woods together with smaller private meadow area that are reminiscent of the undeveloped countryside landscape that can be found in the Kettle Moraine area in Washington County. This pristine area, together with other green space that is more closed associated with the proposed home site clusters, is proposed to be owned and managed by a homeowners association

consisting of all of the homeowners in the development. Pedestrian trails linking the home sites to this large park would allow residents to enjoy an afternoon walk through the woods and meadow.

There are three distinct residential areas that occur on the plan. The northern area, which is currently a tilled farm field, consists of 95 proposed single family lots that have two access points to Friestadt Road. This area has a street stub to the adjoining vacant land to the east. Green space park areas abut many of the lots which connect to the central larger park areas.

The second area of the development area is also tilled farm fields and is located just south of the central park area and consists of a cluster of 47 single family lots with an entrance on Country Aire Drive. A very nice existing single family home is shown as being preserved on one of these lots.

The Southernmost area of the development is separated from the single family area and located on a cul de sac adjacent to Mequon Road. This transitional area is where a future condominium style development is proposed and the RM-2 PDD zoning is to occur. At this time the Developer does not have a specific plan for the parcel but is desirous of restricting the 12 acre parcel to a condominium development with not greater than 60 dwelling units. Any specific form and style of development of this area would have to undergo full approval by the Village of Germantown.

WRENWOOD Amenity Goals

The forested and private meadow areas of the 41.72 acre park that is centrally located in the Wrenwood plan is exceptional in wildlife habitat, quality of mature trees and biological diversity. The intermittent stream that traverses this area is a headwater stream to the Menomonee River system that is important for water quality and down stream flood water control. The amenity package that is proposed for this area includes a series of trails and paths that will leave a gentle footprint on this environmentally sensitive area. The trail system is designed to link all areas of the Wrenwood plat to the Central Park area where the heavy forest and private meadow is found. An existing pond found in the southern quadrant has a proposed pier for fishing and boating and is connected to the trail system. The trails pattern out of the Central Park area into cul du sacs in the residential areas. The Central Park meadow area associated with the PEC will be revegetated to prairie grasses. While there are 20 acres of wetlands in Wrenwood that are not developable, it is important to understand that there is a total of 59 acres of parkland that is proposed for preservation, which is 40% of the gross site acreage.

Benefits to the Village of Germantown

The Wrenwood development plan will permanently preserve and maintain over 59 acres of environmentally sensitive green space. This constitutes over 40% of the entire parcel and likely is the largest percentage of usable green space that has been preserved in

any sewered conservation subdivision in the Village. A storm water management system will assure that the quality of water runoff will be significantly enhanced from the current agricultural drainage that flows through the wetlands and navigable stream. The woods and wetlands contained in the primary environmental corridor will be perpetually maintained in a pristine condition through a homeowners association. This creative conservation development plan will ultimately result in the creation of over \$80,000,000 of high quality, architecturally restricted residential sites in the Village of Germantown. The Wrenwood plan is both environmentally and fiscally responsible to the Village of Germantown and residents and will stand as a desirable future asset to the community.

WRENWOOD PDD

The Wrenwood Development Plan includes two rezoning classifications; RS-5 which is the single family residential component and RM-2 which is the multi-family condominium parcel set along Mequon Road. Both zoning classifications shall be subject to a Planned Development District ("PDD") allowing for flexibility within the specifications of the RS-5 and RM-2 zoning. Following are the suggested terms of the PDD:

Single Family Residential Area:

A. Building Setbacks

1. 90' minimum width at the 35' front setback lines
2. 12' sideyard setback
3. All other RS-5 setback standards to remain

B. Summary of Deed Restrictions

1. Not less than 1600 square feet for a one-story residence.
2. Not less than 2100 square feet for a one and a half story with first floor being at least 1250 square feet.
3. Not less than 2100 square feet in total area for a two-story residence.
4. Exterior walls shall be constructed of materials such as brick, stone, cedar, stucco, wood, hardiplank, fiber-cement or other high quality natural or manmade materials or combinations thereof.
5. Wide trim (6") boards or shutters are required on all windows, cornerboards and doors.
6. Minimum roof pitch is 8/12 on a ranch and 6/12 on a two story home.
7. Garage doors to have embossed panels or wood.
8. No garage shall be smaller than two car.
9. All building plans and exterior design must be approved by the ACC or its designated agent.
10. A Homeowners Association comprised of all the lot owners in Wrenwood will be created for the purpose of managing and maintaining entrance

features, park areas, stormwater management improvements and landscaped cul de sacs.

11. The Developer shall submit a full set of Deed Restrictions to the Village of Germantown at the time of submittal of the preliminary plat for review and approval.

C. **Wrenwood Common (Park) Areas and Landscape Plan**

1. **Central Park Area.** The forested and private meadow areas of the 41.72 acre park that is centrally located in the Wrenwood plan is exceptional in wildlife habitat, quality of mature trees and biological diversity. The intermittent stream that traverses this area is a headwater stream to the Menomonee River system that is important for water quality and down stream flood water control. The amenity package that is proposed for this area will be dependent upon the location of a future service drive that is expected to occur over sewer and water mains that have been schematically designed to link the south area of Wrenwood to the north residential area. The service drive is expected to be gravel and located in a meadow outside of sensitive environmental areas. The meadow will be revegetated to prairie grasses. There are trails that will radiate out from the service drive leaving a gentle footprint on adjacent wooded areas. After approval of the location of the service drive, the Developer will submit a specific landscape plan to the Village for approval.
2. **Pond Area Amenity.** There are two existing deep water ponds that are proposed to be preserved in park areas associated with the southern quadrant of the single family area. The southernmost pond is $\frac{3}{4}$ of an acre in size and the northernmost pond is approximately two acres in size. A pier and picnic area will be developed in a park area associated with the two acre pond. Landscape plans for this special area will be submitted at the same time that the plans are submitted for the Central Park area.
3. **Entrance Landscaping and Landscaped Cul de Sacs.** Three landscaped cul de sacs and three entrance points are proposed for

Wrenwood. Two entrances are planned on Freistadt Road and one on Country Aire Drive. Attached are landscape plans for these areas

- D. **Condominium Parcel.** The southernmost area of the development is separated from the single family area and located on a cul de sac adjacent to Mequon Road and Country Aire Drive. This transitional area is where a future condominium style development is proposed and the RM-2 PDD zoning is to occur. At this time the Developer does not have a specific plans for the parcel but is desirous of restricting the 12 acre parcel to a condominium development with not greater than 60 dwelling units with all underlying terms of the RM-2 being applicable. Any specific form and style of development of this area, including associated landscape plans, would have to undergo full approval by the Village of Germantown.
- E. **Benefits to the Village of Germantown.** The Wrenwood Development Plan will permanently preserve and maintain over 59 acres of environmentally sensitive green space. This constitutes over 40% of the entire parcel and likely is the largest percentage of usable green space that has been preserved in any sewered conservation subdivision in the Village. A storm water management system will assure that the quality of water runoff will be significantly enhanced from the current agricultural drainage that flows through the wetlands and navigable stream. The woods and wetlands contained in the primary environmental corridor will be perpetually maintained in a pristine condition through a Homeowners Association. This creative conservation development plan will ultimately result in the creation of over \$80,000,000 of high quality, architecturally restricted residential sites in the Village of Germantown. The Wrenwood plan is both environmentally and fiscally responsible to the Village of Germantown and residents and will stand as a desirable future asset to the community.

Village of

Germantown

Wisconsin

Fee Must Accompany Application

☒ \$1,165

Paid

Date

1-8-18

☐ \$200

PC Consultation Only

Paid

Date

COMPREHENSIVE PLAN AMENDMENT APPLICATION

Please read and complete this application carefully. All applications must be signed and dated. Attach additional sheets and/or include supplemental information in support of your application.

APPLICANT OR AGENT:

Bill Carity

c/o Carity Land Corp.

Address: 12720 W. North Avenue

Brookfield, WI 53005

Phone: 414-861-1967

FAX: 262-785-1949

E-Mail: carityland@sbcglobal.net

PROPERTY OWNER(S):

Michael Briscoe

Developers Group

Address: 250 S. Executive Dr., #300

Brookfield, WI 53005

Phone: 414-861-1988

FAX: _____

E-Mail: mike@briscoedev.com

☒ **REQUEST TO AMEND LAND USE MAP**

Current Land Use Map Designation(s):

low density res.
conservation, commercial

Proposed Land Use Map Designation(s):

low density res. conservation
and medium density res.

Address of Property, Parcel ID Number(s) or General Location (1/4 section 1/4 section):

GTNV 232989, GTNV 232998, GTNV 231998m GTNV 233981,
GTNV 234993 and GTNV 234997

Legal Description of Property or Area (metes and bounds description):

Attach separate legal description if necessary

SEE ATTACHED EXHIBIT

Size of Property or Area:

Acres: 147.18 Square Feet: _____

Comprehensive Plan Amendment Application
Page 2 of 3

Land Use and Zoning of Adjacent Properties (example: residential; Rs-2):

Adjacent Property Land Uses		Zoning
North	AG/CONS - RES	
South	Mixed Use	RS-Various
East	AG/CONS RES & Low Density RES	RS-2, M-2
West	Low density RES & Industrial	A-2

☐ **REQUEST TO AMEND PLAN TEXT**

Section(s) of Comprehensive Plan to be Amended:

Proposed Text Amendment:

Attach separate pages as necessary

Detailed Explanation and Justification for Proposed Amendment(s):

Required for both Land Use Amendment and Text Amendments
Attach separate pages as necessary

SEE ATTACHED NARRATIVE

Comprehensive Plan Amendment Application
Page 3 of 3

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

All Amendment Applications:

- ☐ Complete Application Form (Affidavit of Understanding and signatures required)
- ☐ Application Fee
- ☐ Additional Sheet(s) for explanation of and justification for proposed amendment(s)

Land Use Plan Map Amendment Only:

- ☐ Legal Description of the land subject of map amendment in electronic/digital file format (e.g. Microsoft Word)
- ☐ Detailed Plat of Survey or Site Plan of the land subject to the map amendment at a scale of 1" = 50' or other suitable scale necessary to accurately present:
 - o Exterior boundary of the land subject of the map amendment
 - o Concept plan showing general size, shape and relative location of existing and future roads, lots, structures, wetlands, floodplain or other natural features, environmental etc. as may be necessary to further explain and/or support the proposed map amendment.

AFFIDAVIT OF UNDERSTANDING

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

LQ

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

LQ

I understand that, regardless of the justification and/or information provided in support of my application, the Village is under no obligation to approve my application nor amend the Comprehensive Plan as requested;

SL

I am aware that the approval of an application to amend the Land Use Plan Map only amends the Land Use Map and does not otherwise revise or change the zoning of the land affected by the Map amendment, and, if I am applying for a Map amendment in order to pursue actual development of the land affected by the amendment, I may be required to obtain separate permits and/or approvals (e.g. rezoning, land division, site plan, etc.) from the Village or other agencies as a prerequisite to the development of such land.

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

Applicant/Agent

Date

Property Owner

Date

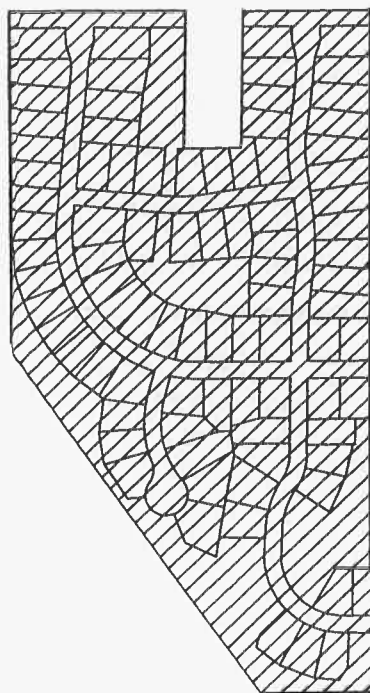
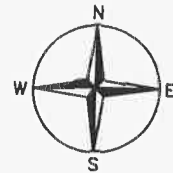
Applicant/Agent

Date

Property Owner

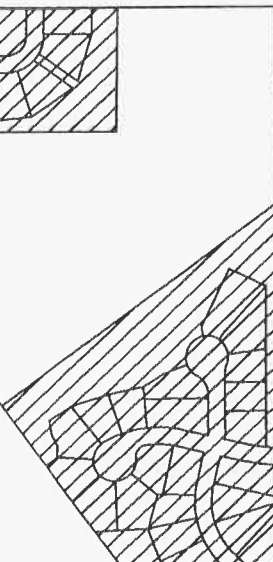
Date

EXHIBIT A
WRENWOOD SUBDIVISION
2020 LAND USE PLAN MAP AMENDMENT

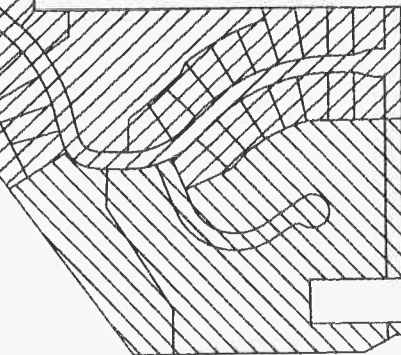


LEGAL NUMBER 1
LOW DENSITY RESIDENTIAL

AGRICULTURAL/CONSERVATION
TO REMAIN

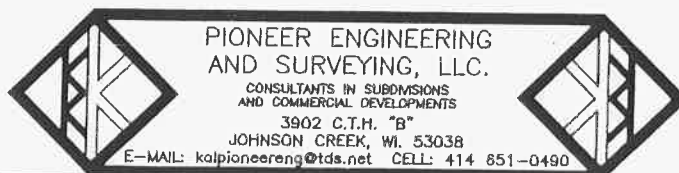


LEGAL NUMBER 2
LOW DENSITY RESIDENTIAL



LEGAL NUMBER 3
MEDIUM DENSITY RESIDENTIAL

FILE NO: 1701\LANDUSE
PLAN DATE: JANUARY 4, 2018



PIONEER ENGINEERING
AND SURVEYING, LLC.

CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS

3902 C.T.H. "B"

JOHNSON CREEK, WI. 53038

E-MAIL: kalpioneereng@tds.net CELL: 414 851-0490

EXHIBIT A
WRENWOOD SUBDIVISION
2020 LAND USE PLAN MAP AMENDMENT

LEGAL NUMBER 1

SURVEYOR'S DESCRIPTION: LAND USE PLAN CHANGE TO LOW DENSITY RESIDENTIAL

THAT PART OF THE NORTHEAST QUARTER (NE 1/4) AND NORTHEAST QUARTER (NW 1/4) OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23; THENCE NORTH 88°31'54" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) 1290.27 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED; THENCE CONTINUING NORTH 88°33'05" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) 841.76 FEET; THENCE SOUTH 01°26'55" EAST 483.60 FEET; THENCE NORTH 88°33'05" EAST 200.00 FEET; THENCE NORTH 01°26'55" WEST 483.60 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4); THENCE NORTH 88°33'05" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) 149.10 FEET TO THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER (NW 1/4); THENCE SOUTH 02°05'08" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4) 1880.0 FEET; THENCE NORTH 88°38'40" EAST 730.00 FEET; THENCE SOUTH 01°21'20" EAST 440.00 FEET; THENCE SOUTH 88°38'40" WEST 1108.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 37°49'50" WEST 1549.14 FEET; THENCE NORTH 02°09'14" WEST 1173.07 FEET TO THE PLACE OF BEGINNING.

CONTAINING 2,780,090 SQUARE FEET OR 63.8221 ACRES OF LAND.

LEGAL NUMBER 2

SURVEYOR'S DESCRIPTION: LAND USE PLAN CHANGE TO LOW DENSITY RESIDENTIAL

THAT PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 02°04'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) 921.91 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED; THENCE SOUTH 87°55'05" WEST 261.13 FEET; THENCE SOUTH 88°14'00" WEST 78.00 FEET; THENCE SOUTH 89°08'37" WEST 78.85 FEET; THENCE 81°27'18" WEST 78.34 FEET; THENCE SOUTH 51°37'18" WEST 78.34 FEET; THENCE SOUTH 42°03'12" WEST 88.58 FEET; THENCE SOUTH 85°23'33" WEST 172.49 FEET; THENCE 24°11'31" WEST 122.12 FEET TO THE BEGINNING OF A CURVE OF RADIUS 330.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 169.15 FEET, THE CHORD OF WHICH BEARS SOUTH 75°18'34" WEST 167.30 FEET; THENCE SOUTH 89°57'37" WEST 102.59 FEET TO THE BEGINNING OF A CURVE OF RADIUS 130.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 127.99 FEET, THE CHORD OF WHICH BEARS NORTH 81°50'00" WEST 122.88 FEET; THENCE SOUTH 58°22'05" WEST 240.26 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 37°49'50" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 1503.00 FEET; THENCE NORTH 52°10'10" EAST 1200.00 FEET; THENCE SOUTH 01°50'51" EAST 1289.21 FEET; THENCE NORTH 88°37'59" EAST 1294.40 FEET TO THE EAST LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 02°04'55" EAST ALONG THE EAST OF LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4) 397.48 FEET TO THE PLACE OF BEGINNING.

CONTAINING 1,638,415 SQUARE FEET OR 37.8128 ACRES OF LAND.

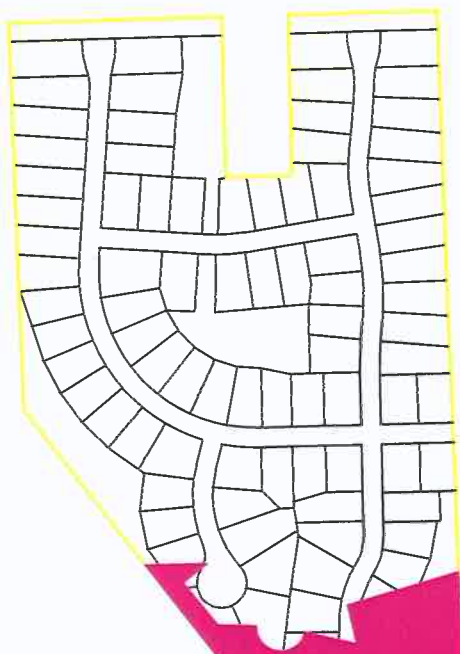
LEGAL NUMBER 3

SURVEYOR'S DESCRIPTION: LAND USE PLAN CHANGE TO MEDIUM DENSITY RESIDENTIAL

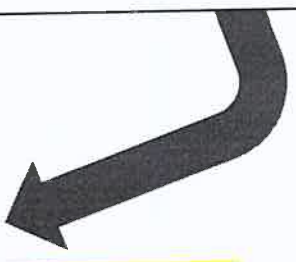
THAT PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 02°04'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) 150.00 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER TO BE DESCRIBED; THENCE SOUTH 88°42'05" WEST 33.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTRY AIRE DRIVE AND TO THE NORTH RIGHT-OF-WAY LINE OF MEQUON ROAD; THENCE SOUTH 59°26'48" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE 122.54 FEET; THENCE SOUTH 88°35'03" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE 812.49 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 37°49'50" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 812.49 FEET; THENCE NORTH 58°22'05" EAST 240.26 FEET TO THE BEGINNING OF A CURVE OF RADIUS 130.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 127.99 FEET, THE CHORD OF WHICH BEARS SOUTH 81°50'00" EAST 122.88 FEET; THENCE NORTH 89°57'37" EAST 102.59 FEET TO THE BEGINNING OF A CURVE OF RADIUS 330.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 169.15 FEET, THE CHORD OF WHICH BEARS NORTH 75°18'34" EAST 167.30 FEET; THENCE SOUTH 24°11'31" EAST 122.12 FEET; THENCE NORTH 85°23'33" EAST 172.49 FEET; THENCE NORTH 42°03'12" EAST 88.58 FEET; THENCE NORTH 51°37'18" EAST 78.34 FEET; THENCE NORTH 81°27'18" EAST 78.34 FEET; THENCE NORTH 89°08'37" EAST 78.85 FEET; THENCE NORTH 88°14'00" EAST 78.00 FEET; THENCE SOUTH 87°55'05" EAST 261.13 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 02°04'55" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) 572.76 FEET; THENCE SOUTH 88°42'05" WEST 330.00 FEET; THENCE SOUTH 02°04'55" EAST 165.00 FEET; THENCE NORTH 88°42'05" EAST 330.00 TO THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 02°04'55" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) 44.80 FEET TO THE PLACE OF BEGINNING.

CONTAINING 812,036 SQUARE FEET OR 18.8824 ACRES OF LAND.

EXHIBIT A
WRENWOOD SUBDIVISION
2020 LAND USE PLAN MAP AMENDMENT
(DIFFERENCES BETWEEN ADOPTED CHANGES IN 2007
VERSUS PROPOSED CHANGES IN 2018)



"Agricultural/Conservation Residential"
To
"Low Density Residential"

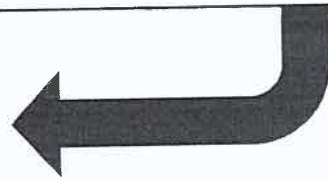


PAGE 1

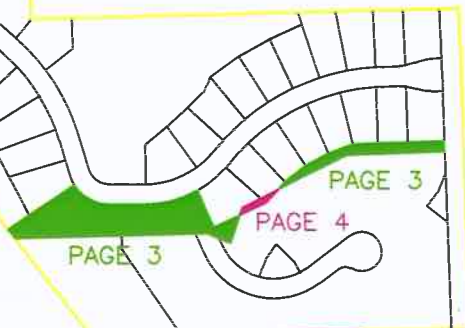
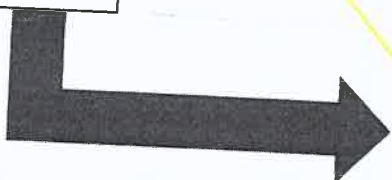


PAGE 2

"Agricultural/Conservation Residential"
To
"Low Density Residential"



"Agricultural/Conservation Residential"
To
"Medium Density Residential"



PAGE 3

PAGE 4

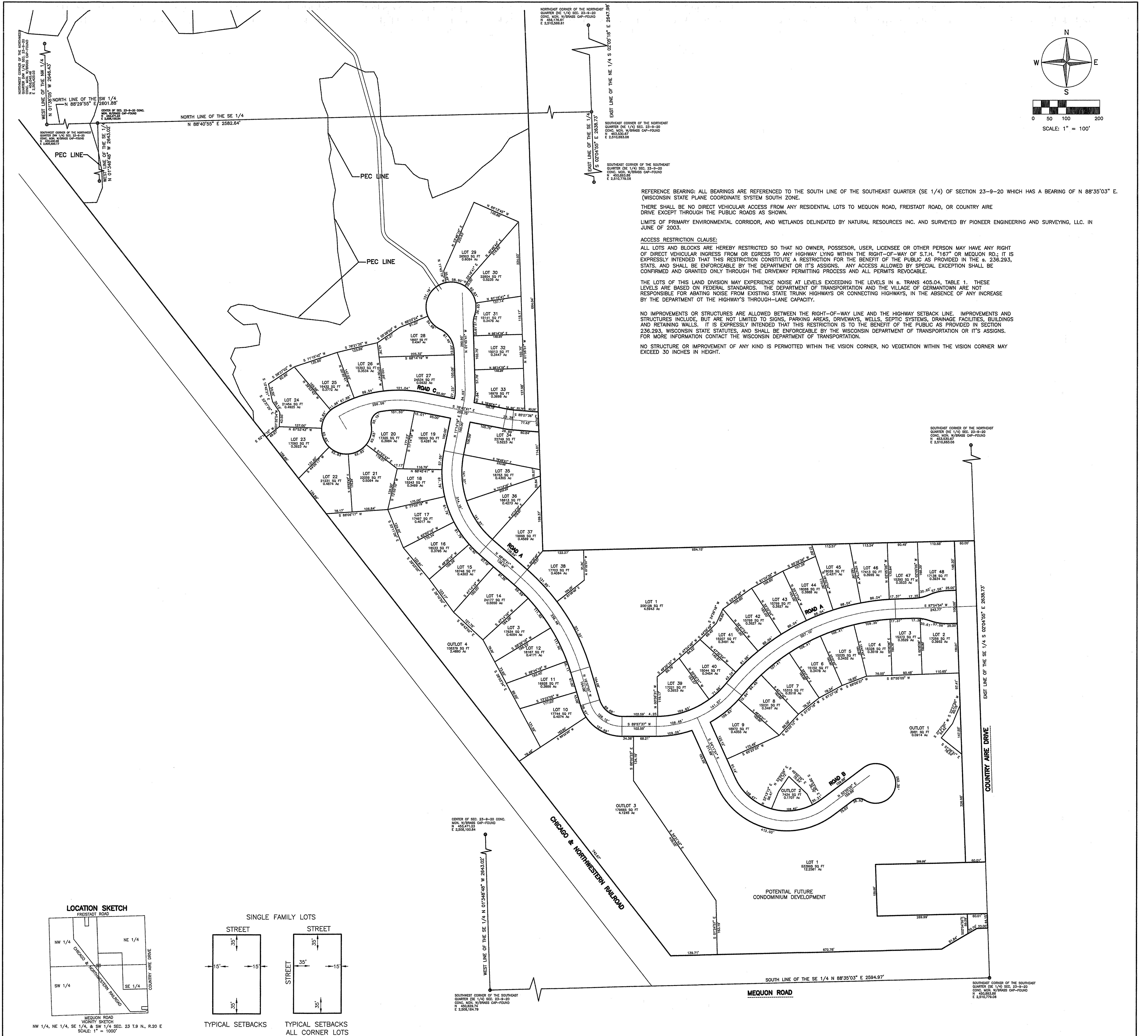
"Commercial"
To
"Medium Density Residential"

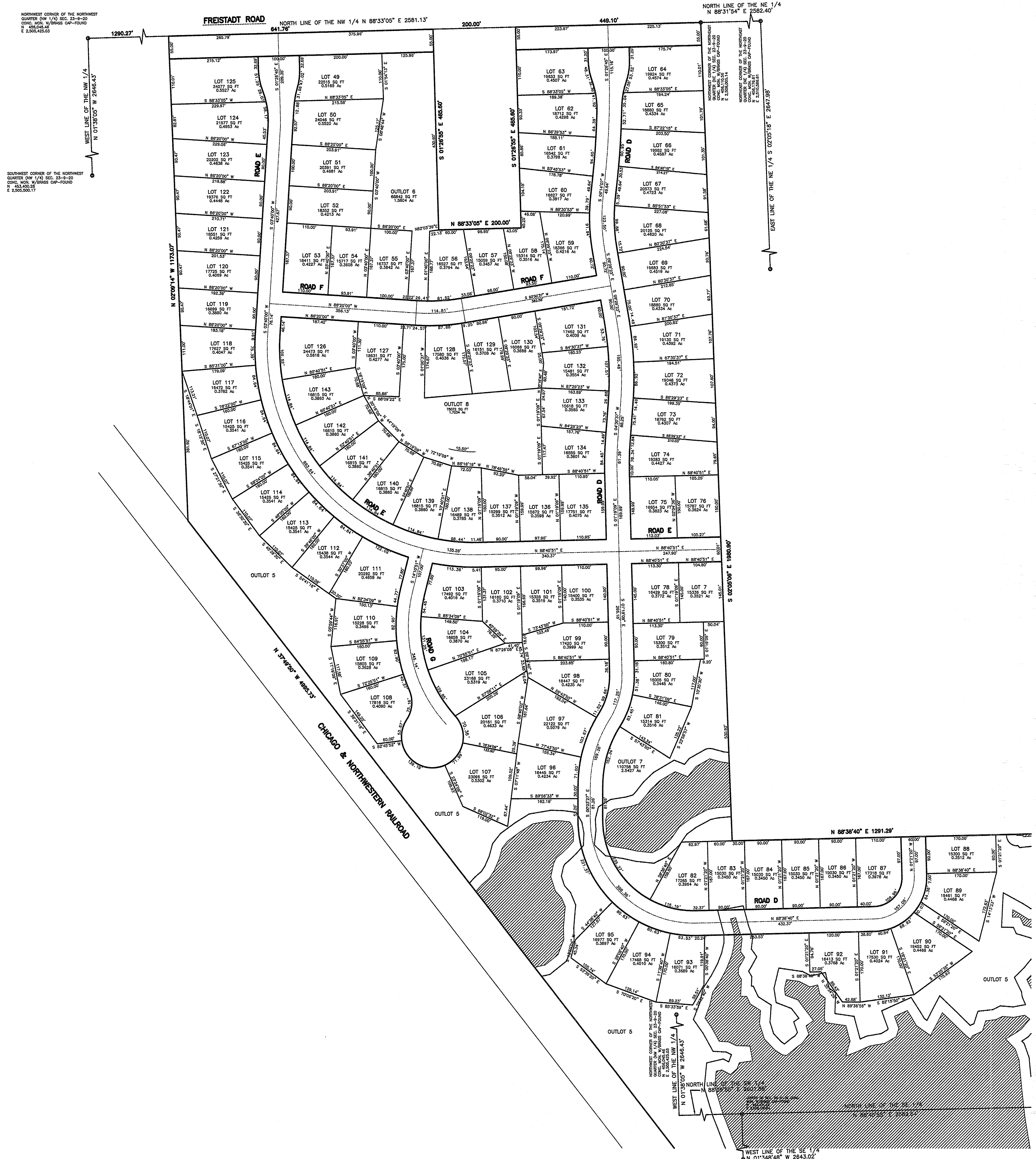
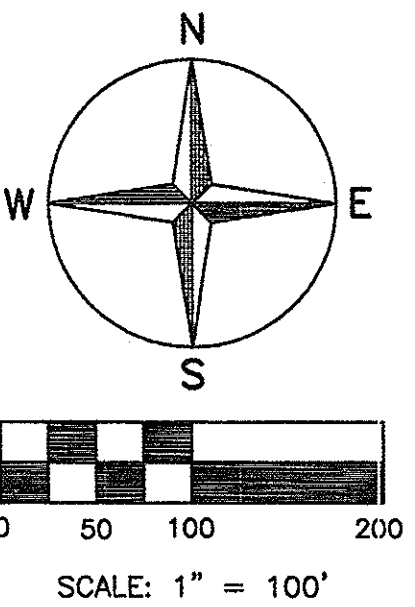


PAGE 5

FILE NO: 1701\LANDUSE
PLAN DATE: FEBRUARY 16, 2018

**PIONEER ENGINEERING
AND SURVEYING, LLC.**
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
E-MAIL: kalpioneereng@tds.net CELL: 414 651-0490



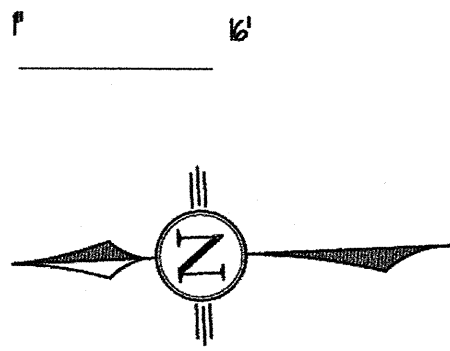


NO.	REVISIONS	BY	DATE	DESIGNED BY:	SCALE:			PIONEER ENGINEERING AND SURVEYING, LLC. CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS 3902 C.T.H. "B" JOHNSON CREEK, WI. 53038 E-MAIL: kalpioneereng@tds.net CELL: 414 651-0490		WRENWOOD PRELIMINARY PLAT	MUNIC. PROJ. NO.	PIONEER PROJ. NO.
				K. K. KLIMECK	1" = 100' HORIZ.						VILLAGE OF GERMANTOWN	17-01
				DRAWN BY:							APPROVED BY	PIONEER SHT. NO.
				K. K. KLIMECK								PAGE 1 OF 3
				CHECKED BY:	DATE:							PIONEER FILE NO.
				K. K. KLIMECK	DEC 8, 2017		17-01					

PRELIM

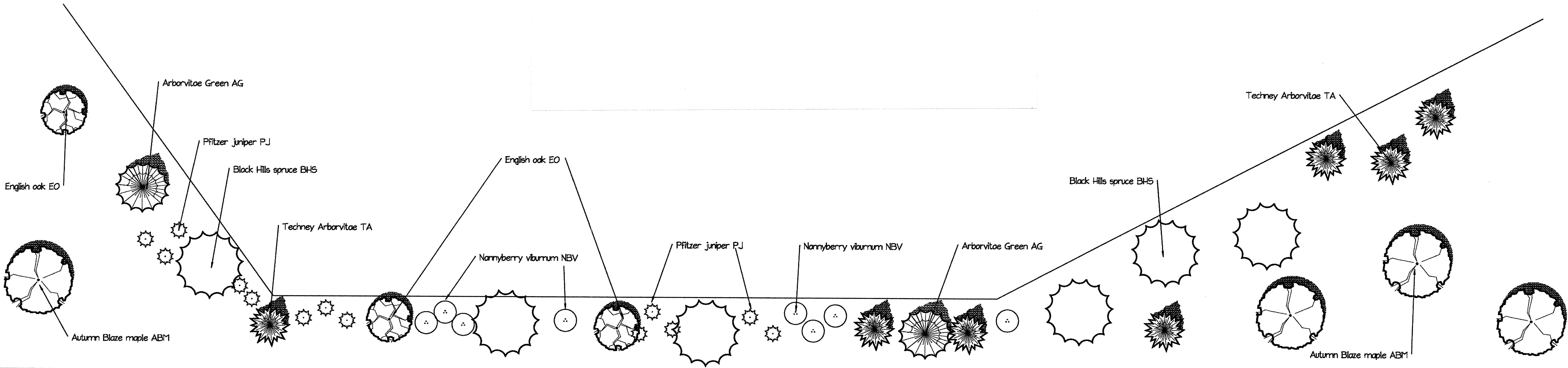
MEQUON ROAD FRONTAGE

Client: Carity Land Development		
Street:		Scale:
Town:		1" = 16'
Contact:	Phone #	Date:
Designer:	Editor:	Plan #
D. Fermenich		



Mequon Road Frontage

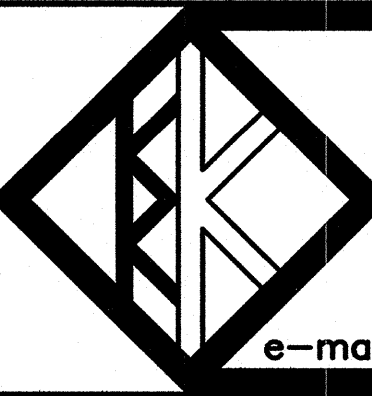
Common name	Abrv.	quantity
English oak	EO	3
Arborvitae nigra	AG	3
Arborvitae Techny	TA	7
Nannyberry viburnum	NV	6
Pfitzer juniper	PJ	11
Black hills spruce	BHS	6



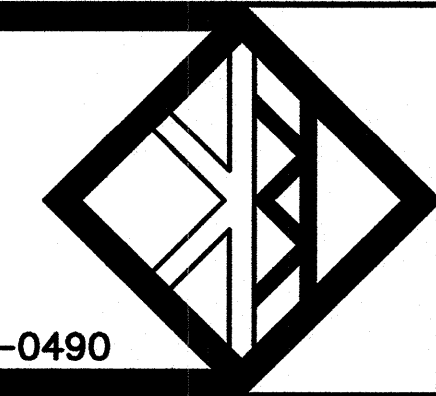
NO.	REVISIONS	BY	DATE

DESIGNED BY:	SCALE:
K. K. KLIMECK	SEE PLAN VIEW FOR SCALE
DRAWN BY:	DATE:
K. K. KLIMECK	APRIL 10, 2018
CHECKED BY:	
K. K. KLIMECK	





**PIONEER ENGINEERING
AND SURVEYING, LLC.**
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
e-mail: kalpioneereng@tds.net (414) 651-0490



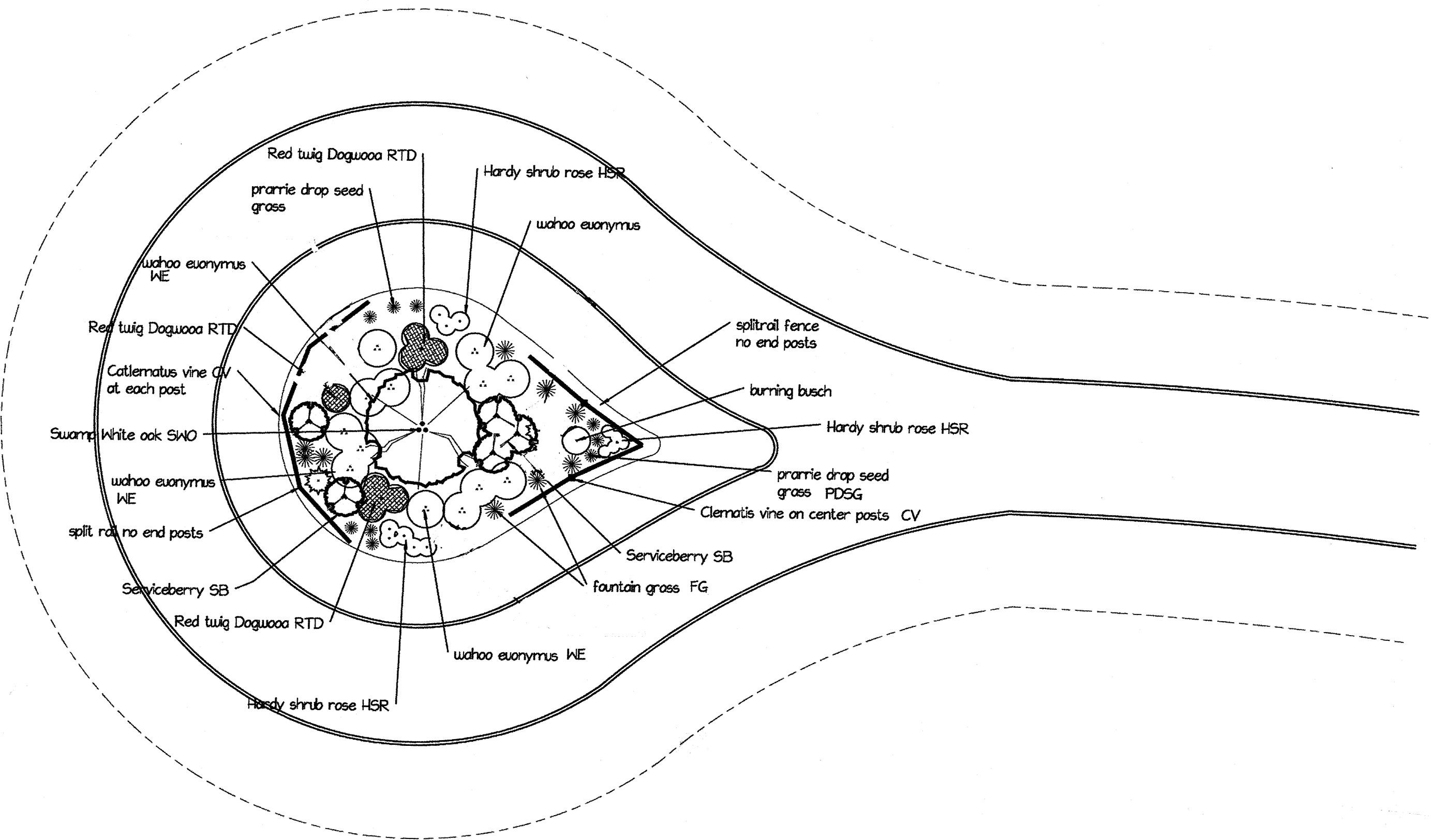
LANDSCAPING PLAN FOR WRENWOOD

MUNIC. PROJ. NO.	PIONEER PROJ. NO.
VILLAGE OF GERMANTOWN	17-01
APPROVED BY	PIONEER SHT. NO.
VILLAGE ENGINEER DATE	PAGE 4 OF 9
	PIONEER FILE NO.
	17-01

DIS:1701 LANDSCAP

South West Cul de sac 5

Client:		Scale:
Street:		
Town:		Date:
Contact:	Phone #	
Designer:	Editor:	Plan #



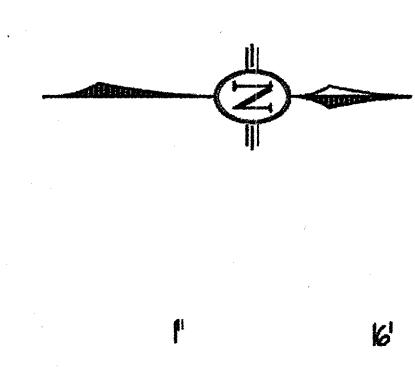
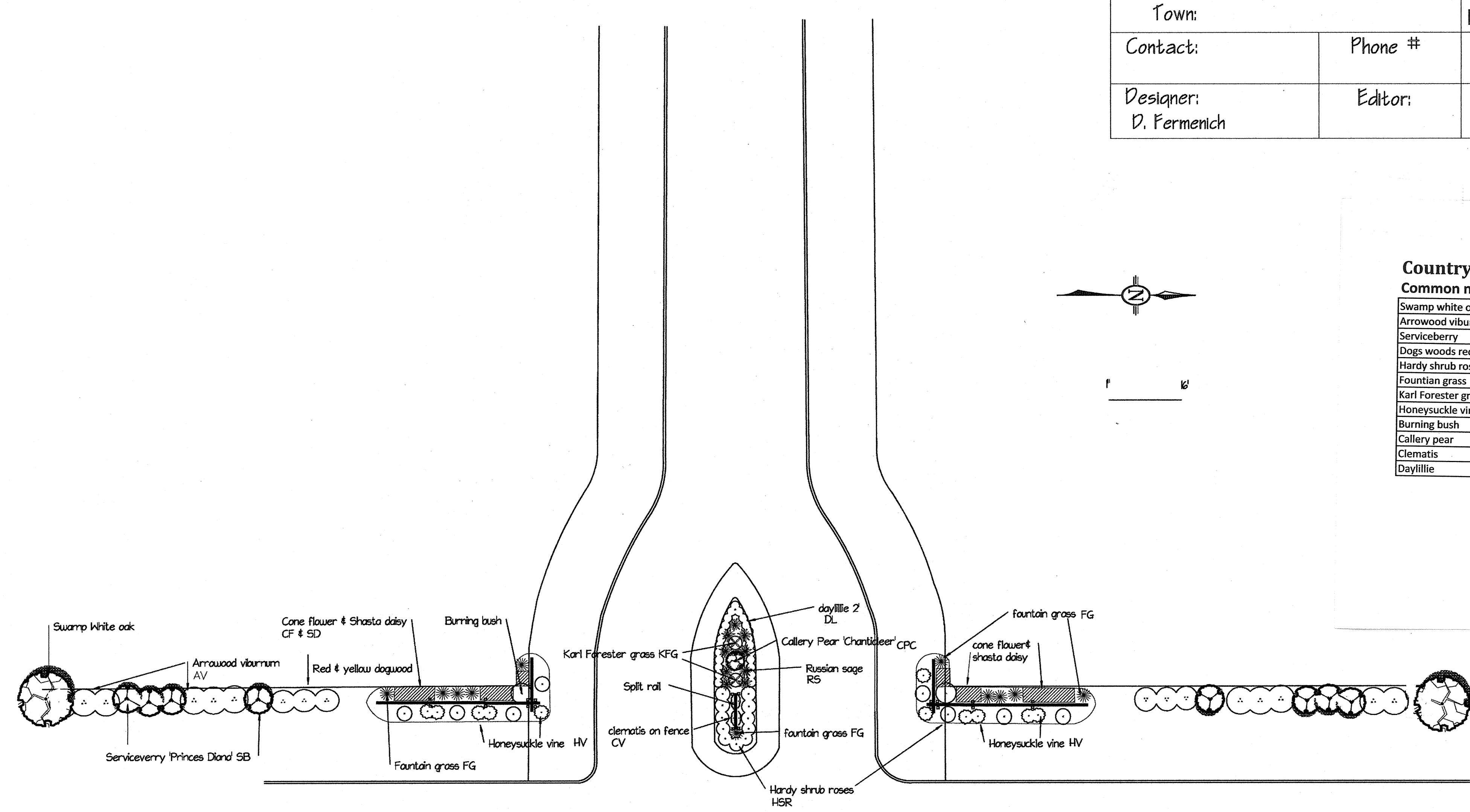
South west cul de sac

Common name	Abrv.	quantity
Swamp white oak	SWO	1
Wahoo euonymus	WE	9
Red twig dogwood	RTD	7
Serviceberry	SB	5
Hardy shrub rose	HSR	6
Prairie drop seed grass	PDSG	6
Climatis vine	CV	11

NO.	REVISIONS	BY	DATE	DESIGNED BY: K. K. KLIMECK	SCALE: SEE PLAN VIEW FOR SCALE			PIONEER ENGINEERING AND SURVEYING, LLC. CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS 3902 C.T.H. "B" JOHNSON CREEK, WI. 53038 e-mail: kalpioneereng@tds.net (414) 651-0490		LANDSCAPING PLAN FOR WRENWOOD	MUNIC. PROJ. NO.	PIONEER PROJ. NO.
											VILLAGE OF GERMANTOWN	PIONEER SHT. NO.
											APPROVED BY	PAGE 6 OF 9
											VILLAGE ENGINEER DATE	PIONEER FILE NO.
				CHECKED BY: K. K. KLIMECK	DATE: APRIL 10, 2018						17-01	

Country Aire Entrance

Client: Carity Land Development		
Street:		Scale:
Town:		1" = 16'
Contact:	Phone #	Date:
Designer:	Editor:	Plan #
D. Fermentich		

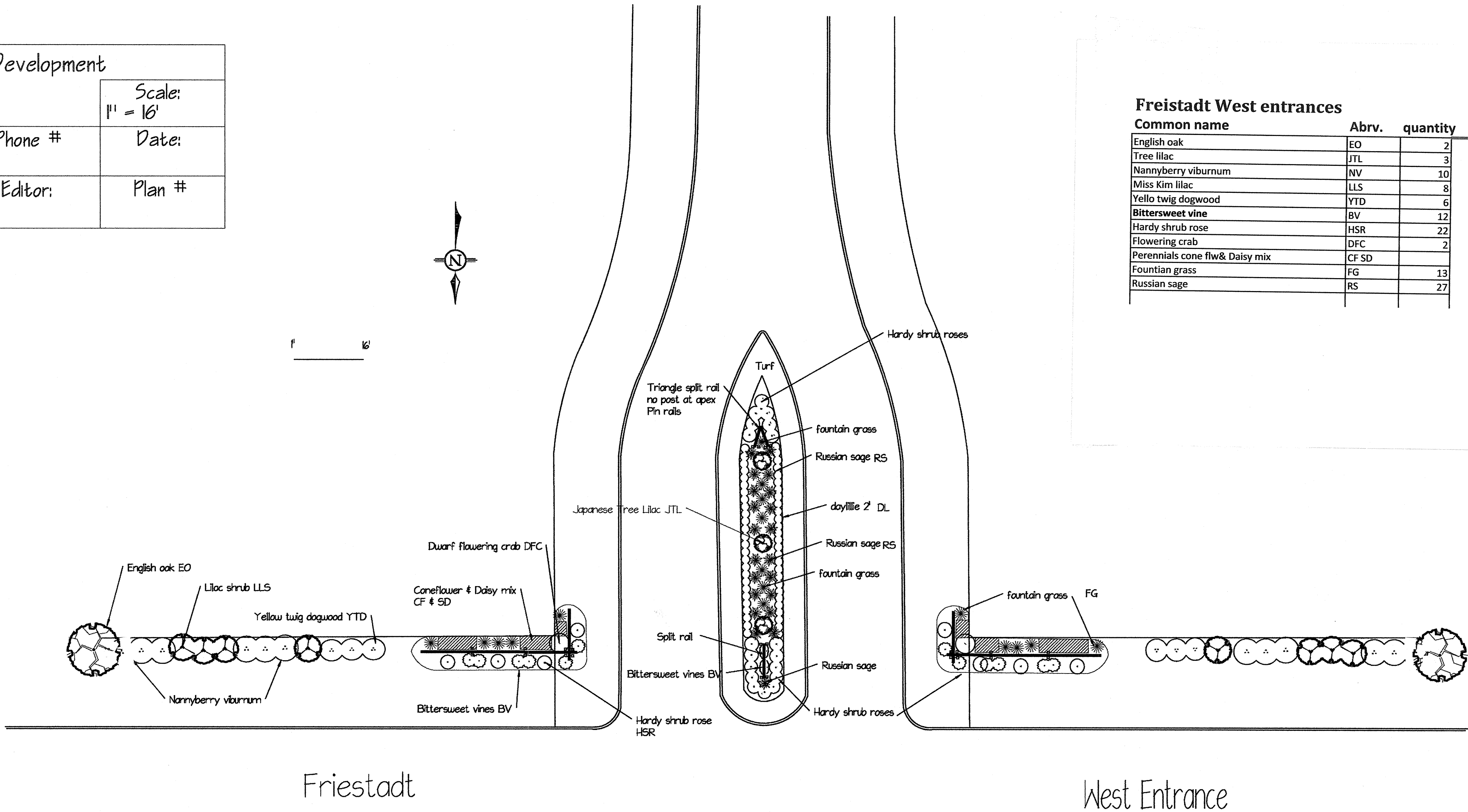


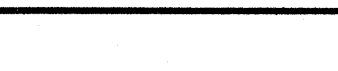
Country Aire entrance		
Common name	Abbr.	quantity
Swamp white oak	SWO	2
Arrowwood viburnum	AV	10
Serviceberry	SB	2
Dogs woods red & yellow mix	DG	6
Hardy shrub rose	HSR	19
Fountain grass	FG	11
Karl Forester grass	KFG	2
Honeysuckle vine	HV	10
Burning bush	BB	2
Callery pear	CP	1
Clematis	CV	3
Daylillie	DL	35

Freistadt West Entrance

Client: Carity Land Development		
Street:		Scale: 1" = 16'
Town:		
Contact:	Phone #	Date:
Designer: D Fermentich	Editor:	Plan #

Common name	Abrv.	quantity
English oak	EO	2
Tree lilac	JTL	3
Nannyberry viburnum	NV	10
Miss Kim lilac	LLS	8
Yello twig dogwood	YTD	6
Bittersweet vine	BV	12
Hardy shrub rose	HSR	22
Flowering crab	DFC	2
Perennials cone flw& Daisy mix	CF SD	
Fountain grass	FG	13
Russian sage	RS	27



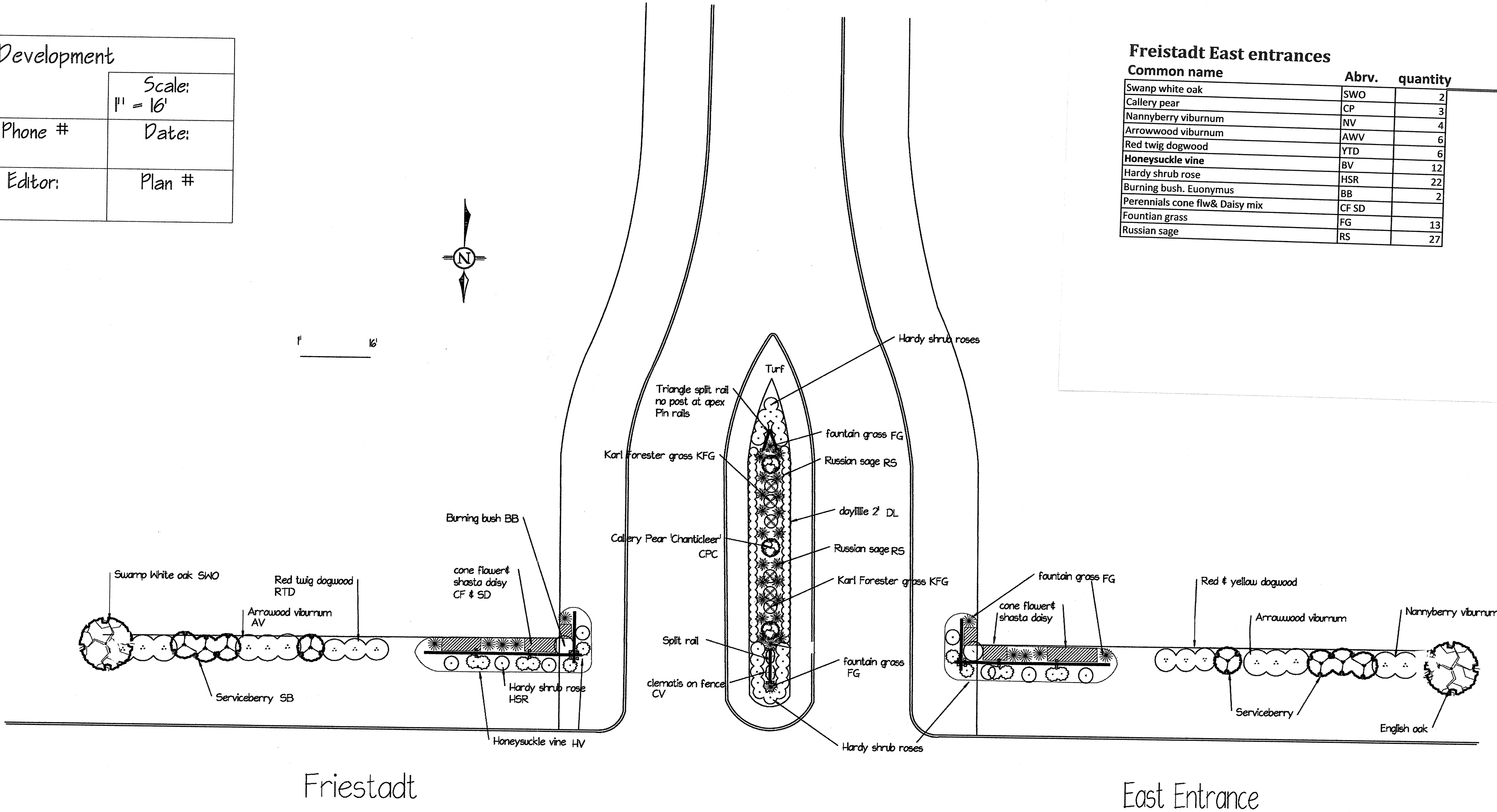
NO.	REVISIONS	BY	DATE	DESIGNED BY:	SCALE:		 PIONEER ENGINEERING AND SURVEYING, LLC. CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS 3902 C.T.H. "B" JOHNSON CREEK, WI. 53038 e-mail: kalpioneereng@tds.net (414) 651-0490 	LANDSCAPING PLAN FOR WRENWOOD	MUNIC. PROJ. NO.	PIONEER PROJ. NO.
				K. K. KLIMECK	SEE PLAN VIEW FOR SCALE				VILLAGE OF GERMANTOWN APPROVED _____ BY _____	17-01
				DRAWN BY:						PIONEER SHT. NO.
				K. K. KLIMECK	DATE:					PAGE 3 OF 9
				CHECKED BY:	APRIL 10, 2018					PIONEER FILE NO.
				K. K. KLIMECK						17-01
								VILLAGE ENGINEER DATE		

DA 1701 LANDSCAP

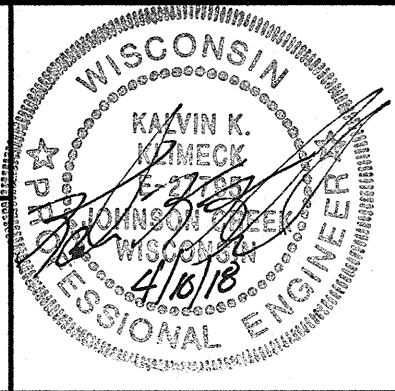
Freistadt East Entrance

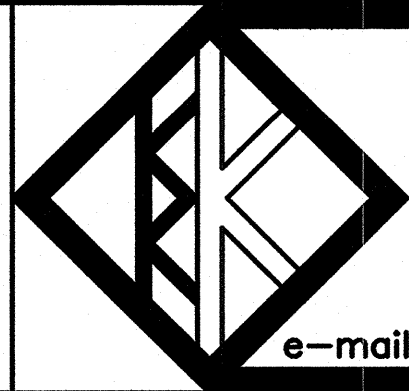
Client: Carity Land Development		
Street:		Scale: 1" = 16'
Town:		
Contact:	Phone #	Date:
Designer: D Fermenich	Editor:	Plan #

Freistadt East entrances		
Common name	Abrr.	quantity
Swamp white oak	SWO	2
Callery pear	CP	3
Nannyberry viburnum	NV	4
Arrowwood viburnum	AWV	6
Red twig dogwood	YTD	6
Honeysuckle vine	BV	12
Hardy shrub rose	HSR	22
Burning bush, Euonymus	BB	2
Perennials cone flw& Daisy mix	CF SD	
Fountain grass	FG	13
Russian sage	RS	27

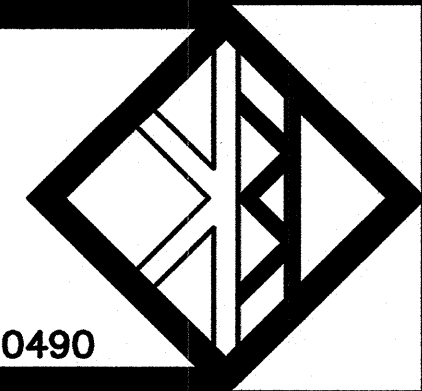


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				K. K. KLIMECK	SEE PLAN VIEW FOR SCALE
				DRAWN BY:	
				K. K. KLIMECK	
				CHECKED BY:	
				K. K. KLIMECK	DATE: APRIL 10, 2018





PIONEER ENGINEERING AND SURVEYING, LLC.
CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
e-mail: kalpioneereng@tds.net (414) 651-0490



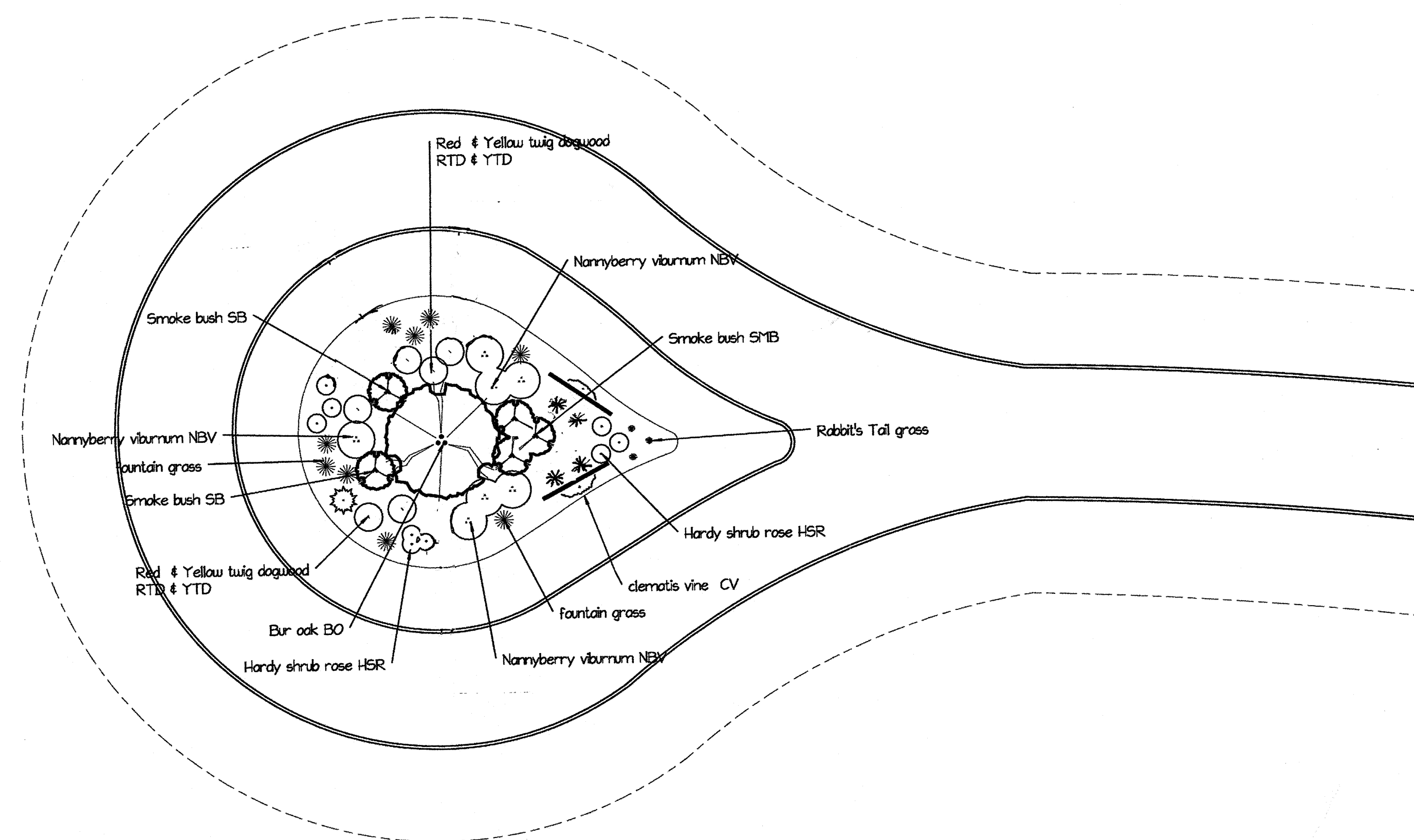
LANDSCAPING PLAN FOR WRENWOOD

MUNIC. PROJ. NO.	PIONEER PROJ. NO.
VILLAGE OF GERMANTOWN	17-01
APPROVED BY	PIONEER SHT. NO.
	PAGE 2 OF 9
VILLAGE ENGINEER DATE	PIONEER FILE NO.
	17-01

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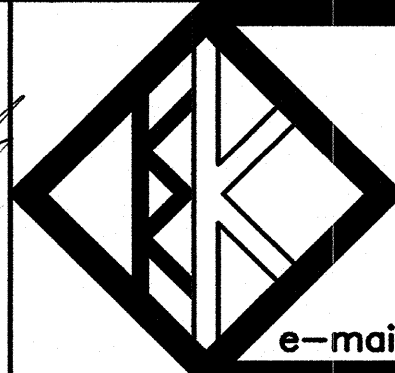
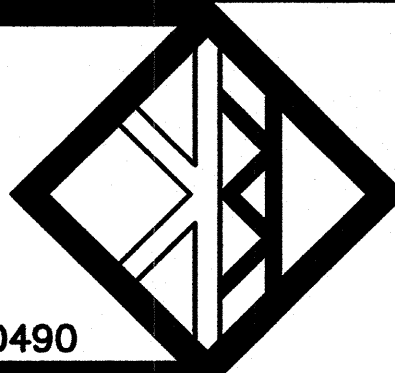
Central East Cul de sac

Client: Carity Land Development		
Street:	Scale: 1" = 16'	Date:
Town:		
Contact:	Phone #	Plan #
Designer: D. Fermenich	Editor:	



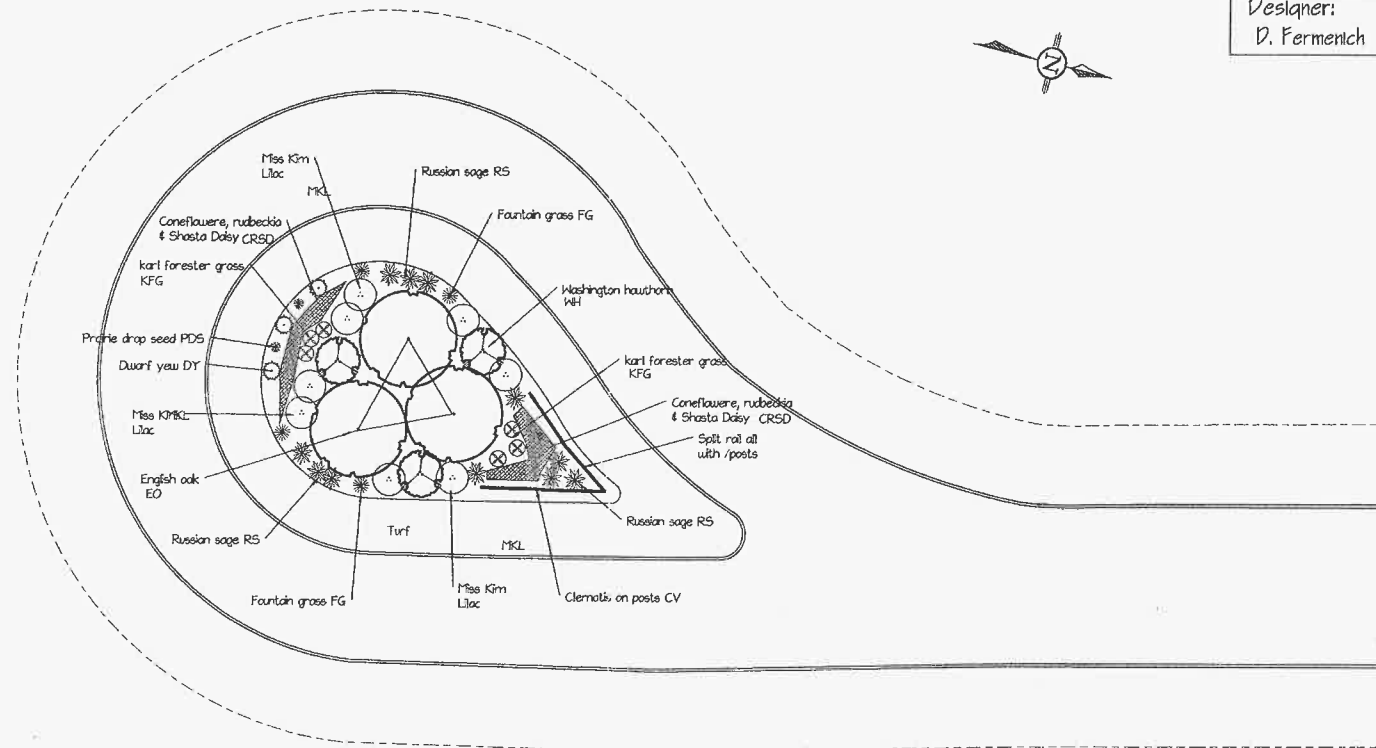
Central west cul de sac

Common name	Abrv.	quantity
Bur oak	BO	1
Nannyberry viburnum	NBV	7
Smoke bush	SB	5
Red & yellow dogwood	RTD&YTD	6
Hardy shrub rose	HSR	3
Fountian grass	FG	11
Rabbit tail grass	RTG	3

NO.	REVISIONS	BY	DATE	DESIGNED BY:	SCALE:			PIONEER ENGINEERING AND SURVEYING, LLC. CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS 3902 C.T.H. "B" JOHNSON CREEK, WI. 53038 e-mail: kalpioneereng@tds.net (414) 651-0490		LANDSCAPING PLAN FOR WRENWOOD	MUNIC. PROJ. NO.	PIONEER PROJ. NO.
				K. K. KLIMECK	SEE PLAN VIEW FOR SCALE						VILLAGE OF GERMANTOWN	PIONEER PROJ. NO. 17-01
				DRAWN BY:							APPROVED BY	PIONEER SHT. NO. PAGE 7 OF 9
				K. K. KLIMECK	DATE:							PIONEER FILE NO. 17-01
				CHECKED BY:	APRIL 10, 2018						VILLAGE ENGINEER DATE	
				K. K. KLIMECK								

North West cul de sac

Client: Carity Land Development		
Street:	Scale: 1" = 16'	Date:
Town:		
Contact:	Phone #	Plan #
Designer: D. Fermentch	Editor:	



NO.	REVISIONS	BY	DATE

DESIGNED BY: K. K. KLIMECK	SCALE: SEE PLAN VIEW FOR SCALE
DRAWN BY: K. K. KLIMECK	DATE: MARCH 2, 2009
CHECKED BY: K. K. KLIMECK	



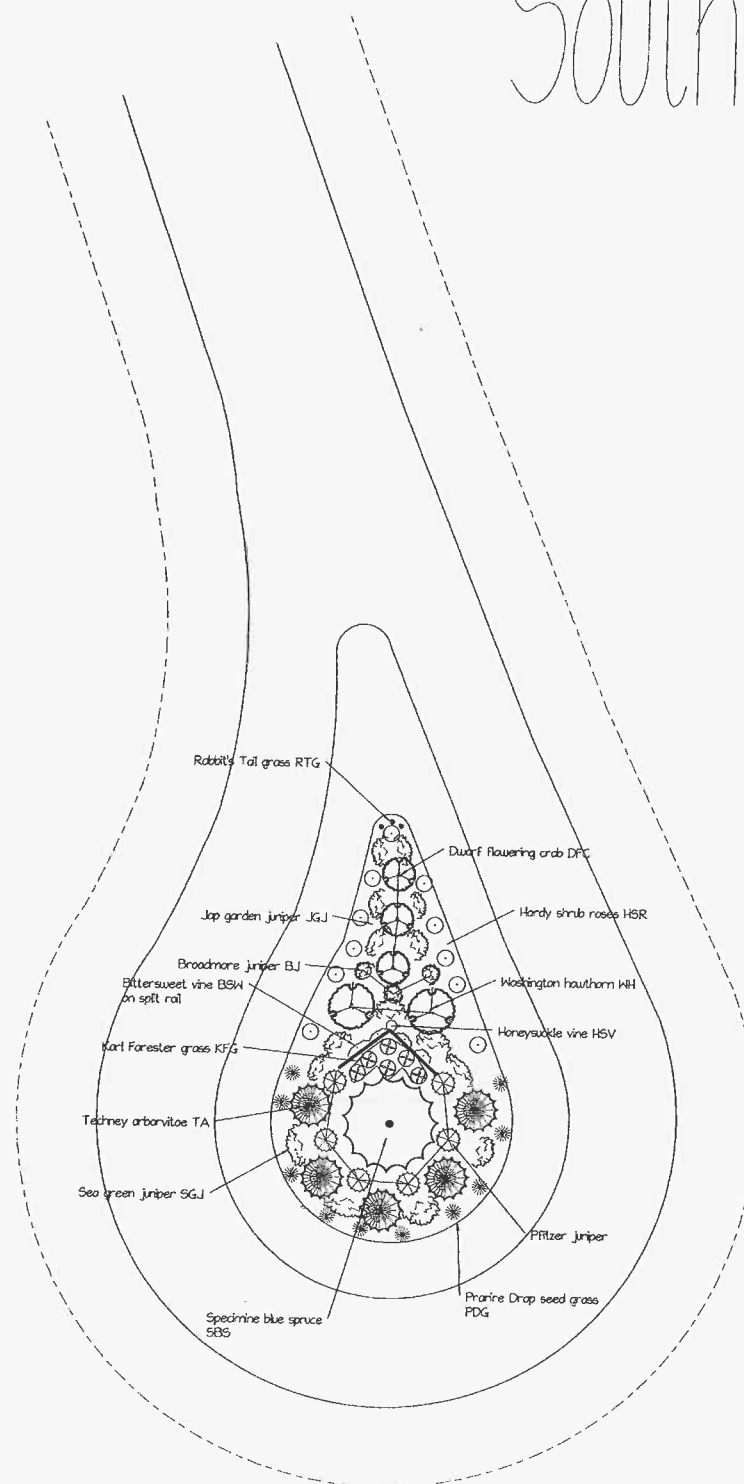
PIONEER ENGINEERING AND SURVEYING, LLC.
 CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS
 3902 C.T.H. "B"
 JOHNSON CREEK, WI. 53038
 (920) 699 - 3330 FAX: 699 - 3332

LANDSCAPING PLAN FOR WRENWOOD

MUNIC. PROJ. NO.	PIONEER PROJ. NO. 03-03
VILLAGE OF GERMANTOWN APPROVED BY	PIONEER SHT. NO. PAGE 4 OF 10
VILLAGE ENGINEER DATE	PIONEER FILE NO. 03-03

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South East Cul de sac



Client: Carity Land Development		
Street:		Scale:
Town:		1" = 16'
Contact:	Phone #	Date:
Designer:	Editor:	Plan #
D. Permenich		

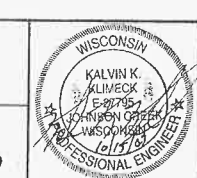
1" = 16'



NO.	REVISIONS	BY	DATE

DESIGNED BY:
K. K. KLIMECK
DRAWN BY:
K. K. KLIMECK
CHECKED BY:
K. K. KLIMECK

SCALE:
SEE PLAN VIEW
FOR SCALE
DATE:
MARCH 2, 2009



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AND SURVEYING, LLC.**
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
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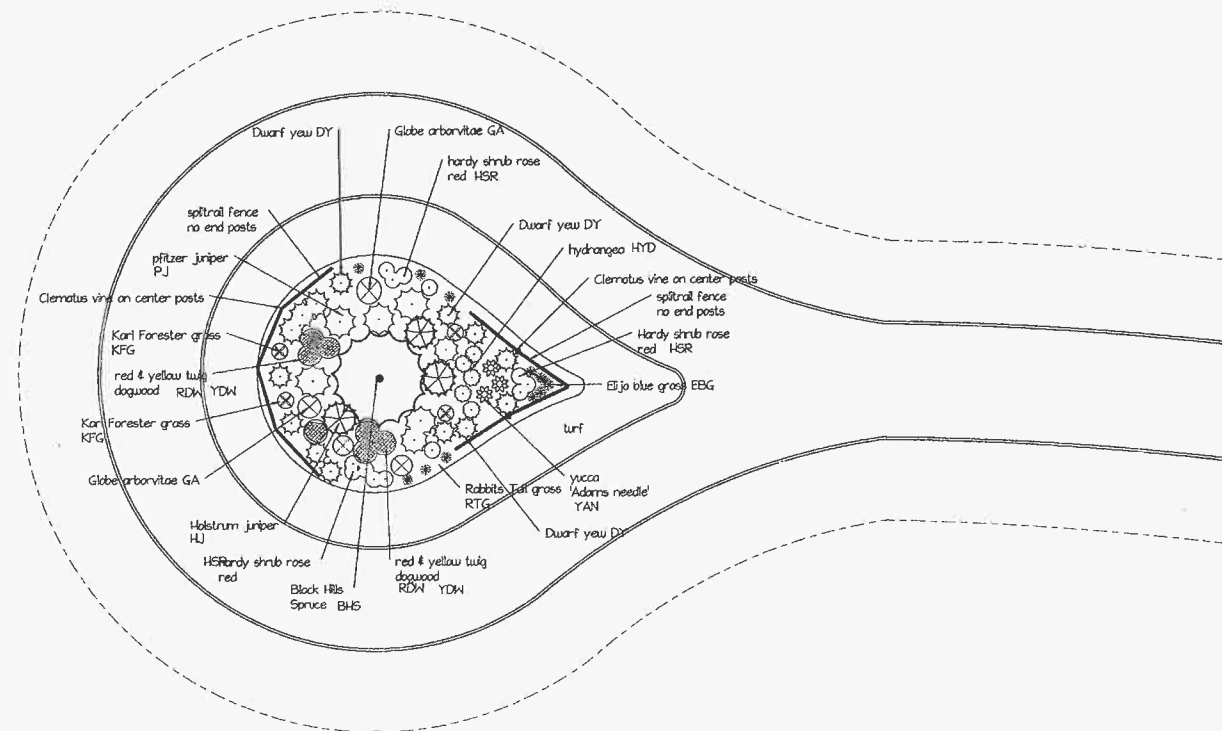
LANDSCAPING PLAN FOR
WRENWOOD

MUNIC. PROJ. NO. 03-03	PIONEER PROJ. NO. 03-03
VILLAGE OF GERMANTOWN APPROVED BY	PIONEER SHT. NO. PAGE 9 OF 10
VILLAGE ENGINEER DATE	PIONEER FILE NO. 03-03

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Central West Cul de sac

Client: Carity Land Development		
Street:	Phone #	Scale: 1" = 16'
Town:		Date:
Contact:	Editor:	Plan #
Designer: D. Permenich		

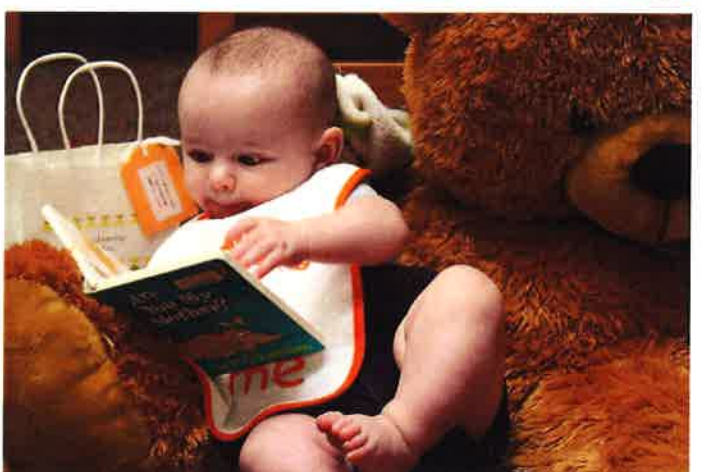


NO.	REVISIONS	BY	DATE	DESIGNED BY:	SCALE:			PIONEER ENGINEERING AND SURVEYING, LLC. CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS 3902 C.T.H. "B" JOHNSON CREEK, WI. 53038 (920) 699 - 3330 FAX: 699 - 3332	LANDSCAPING PLAN FOR WRENWOOD	MUNIC. PROJ. NO.	PIONEER PROJ. NO.	
				K. K. KLIMECK	SEE PLAN VIEW FOR SCALE					VILLAGE OF GERMANTOWN	03-03	
				DRAWN BY:						APPROVED BY	PIONEER SHT. NO.	
				K. K. KLIMECK	DATE:						PAGE 6 OF 10	
				CHECKED BY:	MARCH 2, 2009						PIONEER FILE NO.	
				K. K. KLIMECK						VILLAGE ENGINEER DATE	03-03	

2017

ANNUAL REPORT

Germantown Community Library



Germantown Community Library
N112 W16957 Mequon Rd
Germantown, WI 53022
(262) 253-7760

www.germantownlibrarywi.org

Your place to learn, share, and grow in Germantown, Wisconsin.

2017 ANNUAL REPORT

GERMANTOWN COMMUNITY LIBRARY



1,344
DATABASE LOGINS



VOLUNTEERS & INTERNS
COMPLETED

1,157 SERVICE HOURS



PUBLIC COMPUTER LOGINS



6,622

NEW ITEMS ADDED

8,775

PEOPLE
ATTENDED

236

PROGRAMS

+ 6,128 PARTICIPANTS IN
DROP-IN ACTIVITIES



177,069
Print



77,961
Audio/Visual



22,431
Digital

277,461

ITEMS CIRCULATED

2017 HIGHLIGHTS

- +5.1% INCREASE IN CIRCULATION
- EXPANDED BOARD BOOK COLLECTION
- OVER 60 NEW YOUTH & ADULT PROGRAMS
- NEW MARKETING PLAN
- +31.5% IN PROGRAM ATTENDANCE
- MEMBER OF MONARCH LIBRARY SYSTEM

THANKS
FOR A
GREAT
YEAR!!!

Information

History

The Village of Germantown's first library on Edison Drive was built using a \$30,000 donation from long-time resident Emma Duerrwaechter. The 1,800 square foot building had 2,000 holdings. The population of Germantown was 622.

By 1980, Germantown's population had increased dramatically to 10,731. In a 1981, a new library opened in July of 1982 on Mequon Road. It had over 19,000 holdings and a circulation of 52,398.

Over the next 20 years, the Village of Germantown's population continued to grow, as did library usage. Between 1987 and 1996, circulation increased by 61%. In 2000, Germantown's population increased to 18,260. By the end of 2001, the library's holdings had increased to 83,896, and library circulation reached an all-time high of 202,720.

The third Germantown Library building opened in 2002 on Mequon Road and was renamed the Germantown Community Library. This 26,000 square foot building can be expanded by 13,000 square feet in the future.

In December of 2015, the Germantown Community Library merged with 33 libraries in Washington, Dodge, Sheboygan and Ozaukee counties to become the Monarch Library System.

The Germantown Community Library currently services 19,972 residents in the Village of Germantown and an additional 11,330 residents of surrounding areas*. The collection holds over 145,800 physical items with an overall circulation of 277,461 items in 2017.

*2015 Wisconsin Public Library Services Data

Germantown Community Library Board

President: Joyce Nelson

Vice President: Ron Seiser

Treasurer: Darlene Vosen

School Representative:

Breand O'Brian

Village Trustee: Dennis Myers

Member: Charlene Brady

Member: Kim Musbach

Staff

Library Director: Trisha Smith

Administrative Assistant:

Connie Lloyd

Youth Services Librarian:

Jackie Kolo

Librarian: Sara Hildebrand

Interlibrary Loan

Librarian/Library Specialist II:

Lynn Ratzmann

Circulation Manager:

Diane Long

General Information

Germantown Community Library

N112 W16957 Mequon Rd

Germantown, WI 53022

(262) 253-7760

Website:

www.germantownlibrarywi.org

Director Email: smithp@germantownlibrarywi.org

General Email:

germantownlibrary@germantownlibrarywi.org

germantownlibrary@germantownlibrarywi.org

Library Services

The Germantown Community Library provides residents of the Village of Germantown and surrounding communities with:

Print, Audio & Visual Material for Circulation

The Germantown Community Library currently has over 145,800 items available for check out. These items include books, DVDs & blu-rays, music CDs, audiobooks, book kits, and previous issues of magazines. New adult books and DVDs are typically available on or shortly after the release date. In 2017, the library added 6,622 new print, audio, and visual items and had a physical circulation count of 255,030 items.

Items can also be checked from any of the 33 libraries in the Monarch Library System at no charge. Items are delivered daily through a van delivery service run by the system. In 2017, 32,861 items were received from other libraries and 37,229 items were loaned out to other libraries. If an item is not available through the Monarch Library System, a patron can submit an statewide inter-library loan request.

Digital Material for Circulation

Through the Monarch Library System, the Germantown Community Library subscribes to the Wisconsin Digital Library through Overdrive. This service gives patrons access to over 215,000 electronic books, audiobooks, and videos available for checkout. In 2017, 22,431 digital items were circulated.

Material for Browsing

The Germantown Community Library subscribes to over 125 popular magazines. Current issues are available in the library for browsing. The library also has current issues of newspapers available including Wall Street Journal, Barrons, Milwaukee Journal Sentinel, Washington County Daily News, Express News, and NOW News.

Databases

Provided by the Wisconsin Department of Public Instruction's Division for Libraries and Technology, BadgerLink gives patrons access to over 45 databases that include licensed content for personal interest, educational growth, and research. Some examples include Auto Repair Reference Center, Business Source Premier, Consumer Health Complete, Consumer Reports, Heritage Quest, Newspaper Source Plus, and Science Reference Center. The Germantown Community Library also subscribes to individual databases including Ancestry, Price It! and Reference USA.

Library Services

Programs

The Germantown Community Library offers a wide variety of programs for patrons of all ages that promote education, personal growth, literacy, and entertainment. In 2017, over 8,700 people attended 236 programs. Some examples of programs include Storytime, Read to Rover, Adult Book Groups, Craft Circle, Summer Performers, Early Literacy Open House, Special Children's Programs and Adult Speakers

Services

The Germantown Community Library provides free internet access and Microsoft software on desktop or laptop computers, Wireless Internet Access, scanning, and has a microfilm/fiche reader and typewriter available for public use. Printing, photo copying and faxing services are also available for a small cost.

Information & Research Assistance

The three service desks at the Germantown Community Library provide patrons with general information requests, research assistance, finding material through the online catalog, placing items on hold, and reader's advisory. The library also offers individual help in technology training in areas including basic computer and internet usage, printing and scanning, searching databases, accessing electronic material, and applying for jobs.

Information on local organizations, events, education, and services is available in the lobby and in the Information Area.

Meeting & Study Rooms

The Germantown Community Library has a Community Room that is available for public use. The room can be divided into a small and large side and is able to be reserved up to three months in advance for \$25/hr (no charge for nonprofit groups). The library has three study rooms for individual or small group use that are available on a first-come-first-serve basis.

Spaces

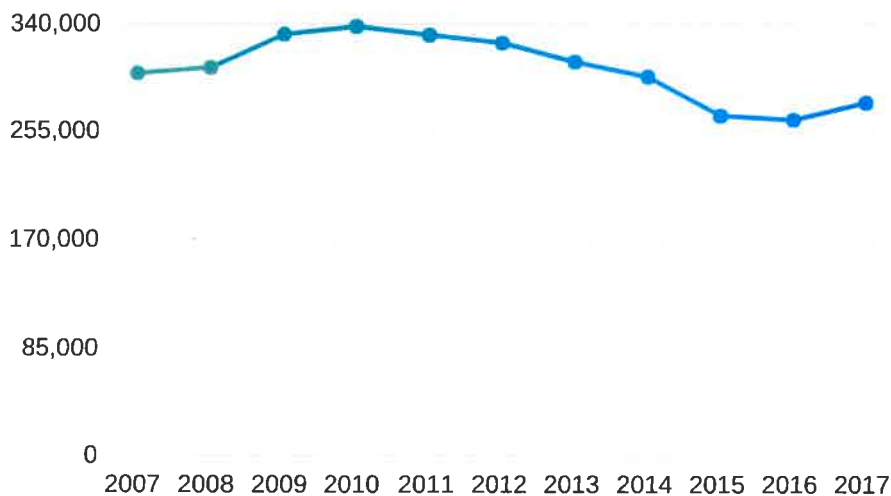
The Germantown Community Library provides patrons with a variety of areas for individual study and group work, tutoring, browsing and reading. The Children's Area contains interactive activities to encourage parents and children to engage in early literacy skills. The library provides a space for several community events each year including the Germantown Christmas Festival and the Germantown School District Art Show.

Circulation

Germantown 2007-2017

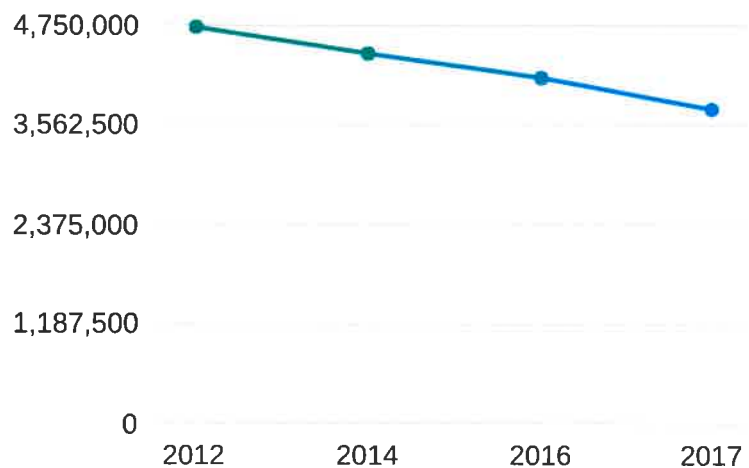
	Circulation	Overdrive	Total
2007	300,211	0	300,211
2008	304,856	0	304,856
2009	331,083	0	331,083
2010	336,638	589	337,227
2011	328,687	1,813	330,500
2012	318,554	5,707	324,261
2013	298,255	11,189	309,444
2014	282,600	15,097	297,697
2015	249,775	17,408	267,183
2016	247,753	16,193	263,946
2017	255,030	22,431	277,461

5.1% increase
in 2017



Monarch Library System 2012-2017

	Circulation	Overdrive	Total
2012	4,636,910	82,012	4,718,922
2014	4,193,061	212,317	4,405,378
2016	3,872,262	245,124	4,117,386
2017	3,443,465	299,552	3,743,017



0.6% decrease
in 2017

Circulation

Circulation by Target Age Group of Material



Adult: 148,565

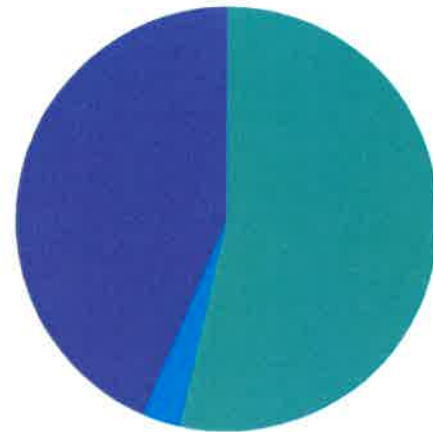


YA: 7,984



JUV: 120,912

Juvenile
44%



Adult
54%

Young Adult
3%

Circulation by Medium of Material



CD Music: 11,756



DVD & Blu-Ray: 52,275



Audiobook & Playaway: 13,956



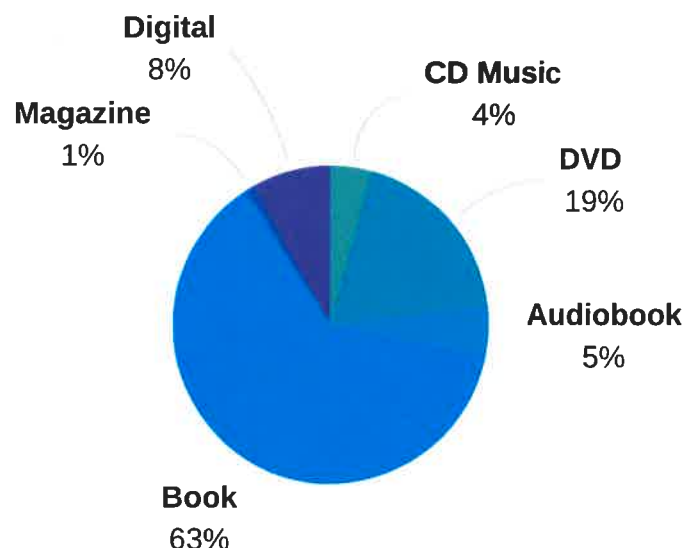
Book: 174,176



Magazine: 2,867



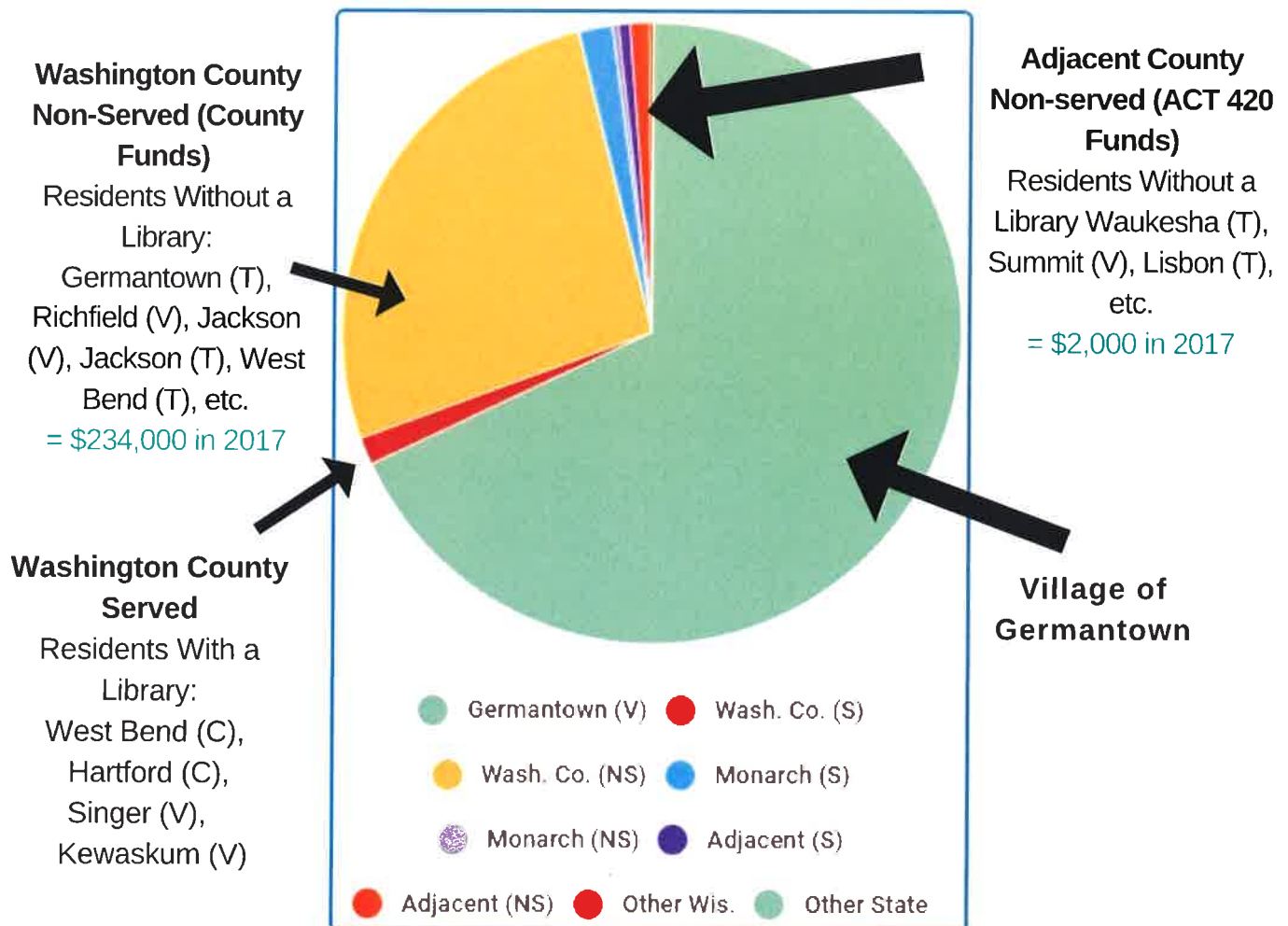
Digital: 22,431



Circulation

Physical Circulation to Residents vs. Nonresidents

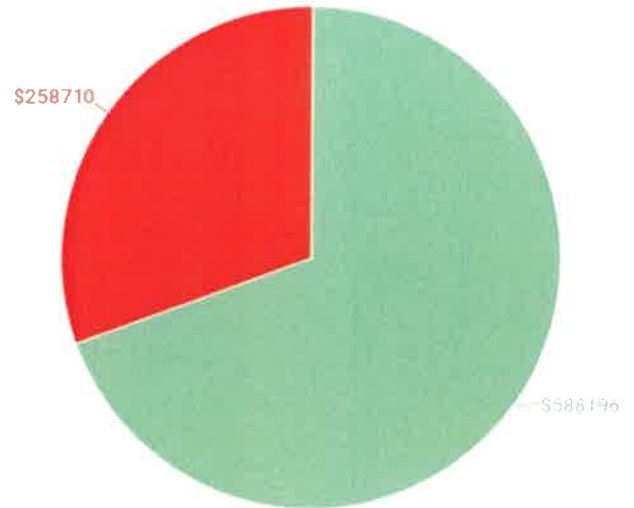
	Circulation
Village of Germantown	172,835
Nonresident in Washington County (served)	3,606
Nonresident in Washington County (non-served)	67,793
Nonresident in Dodge, Sheboygan or Ozaukee (served)	5,341
Nonresident in Dodge, Sheboygan or Ozaukee (non-served)	748
Nonresident in Adjacent County (served)	1,515
Nonresident in Adjacent County (non-served)	2,627
Other State Residents	548
Out of State Residents	17
Total:	255,030



Funding

Operating Revenue

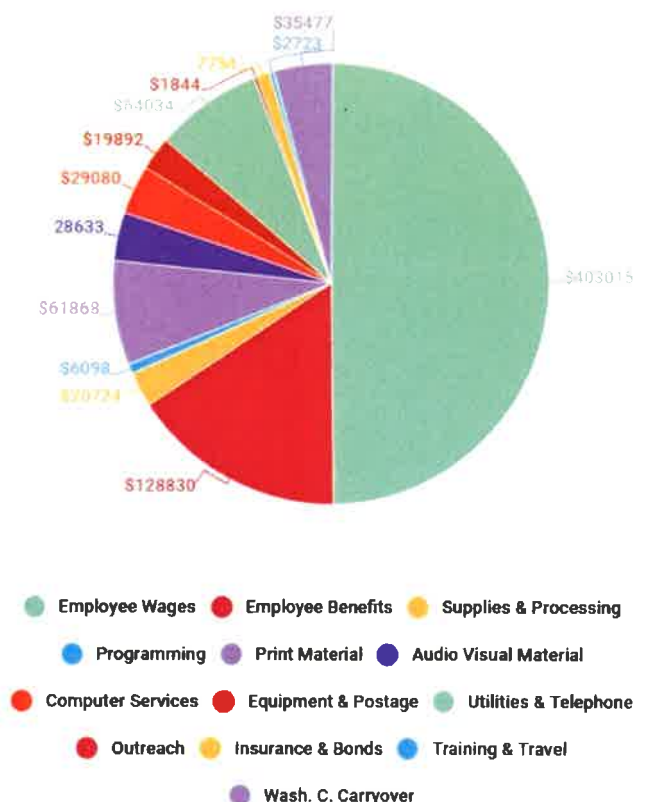
	Funding
Village of Germantown	\$ 588,196
Washington County	\$ 258,710
Total:	\$ 846,906



● Village of Germantown ● Washington County

Operating Expenditures

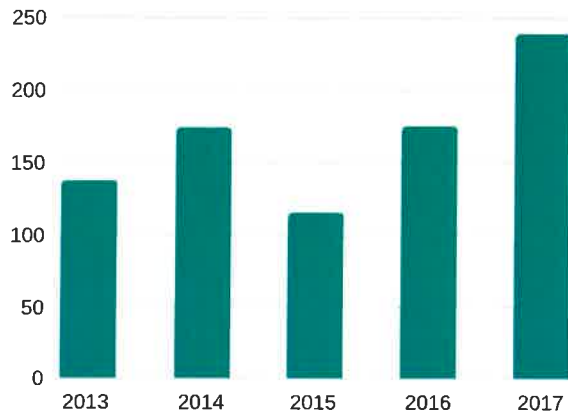
	Funding
Employee Wages	\$ 403,015
Employee Benefits	\$ 128,830
Supplies & Processing	\$ 20,724
Programming	\$ 6,098
Print Material	\$ 61,868
Audio Visual Material	\$ 28,633
Computer Services	\$ 29,080
Equipment Maintenance & Postage	\$ 19,892
Utilities & Telephone	\$ 64,034
Outreach	\$ 1,844
Insurance & Bonds	\$ 7,754
Training & Travel	\$ 2,723
Washington County Carryover	\$ 35,477
Total:	\$ 809,972



Programs

Number of Programs Offered

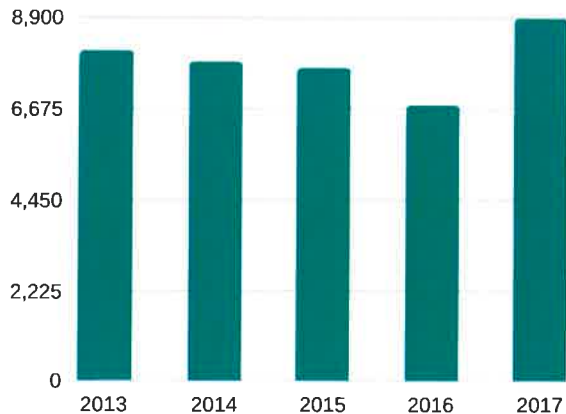
	2013	2014	2015	2016	2017
Children (0-11)	107	161	102	142	150
Young Adult (12-18)	18	1	1	6	0
Adult (18+) & All Ages	12	12	12	27	89
Total	137	174	115	175	239



36.6%
increase in
2017

Total Program Attendance

	2013	2014	2015	2016	2017
Children (0-11)	7,376	7,693	7,435	6,387	7,837
Young Adult (12-18)	601	14	120	54	0
Adult (18+) & All Ages	96	101	99	302	1030
Total	8,073	7,808	7,654	6,743	8,867



31.5%
increase in
2017

Programs

The Wisconsin Department of Public Instruction defines a program as "a planned event scheduled by the library for a specific date and time, which introduces the group attending to any of the broad range of library services or activities which directly provides information to participants."

In 2017, the number of programs offered increased by 36.6% to 239 and the total attendance increased by 31.5% to over 8,800. Some examples of new programs included an Early Literacy Open House, evening storytime, three new book groups, a monthly craft program, and speakers targeted for adults. The library also participated in several community events include the Special Education Resource Fair and the N.A.C. Night. All programs are offered at no cost to patrons and are primarily funded by donations.

Programs at the Germantown Community Library in 2017 included:



Storytime

The library offers a Preschool Storytime and Baby/Toddler Storytime session each week for nine months out of the year that includes stories, movement, and music. Inner Artist storytime is offered during the summer for elementary-aged students. We typically see 20-40 people at each storytime. New in September was a monthly Family Pajama Storytime that was well-received.



Read to Rover

Read to Rover offers the chance for students to read to a trained therapy dog. The program is offered every other week for three 16-week sessions. This is a great opportunity for students to practice reading or to gain confidence reading aloud.



Thursday Performers

For eight weeks during the summer, the library offers two showings of hired performers. This year's line-up included juggling with Gypsy Geoff, Dash the Circus Dog, and a snake show. The total attendance for this program was over 2,500 people.



Early Literacy Open House

In September, the library hosted an Open House to launch new literacy programs and the library's new board book collection. Activities included storytime, music, and sensory stations. We also launched the Children's Area Project funded by the MOMS Club Germantown - West. Over 170 people were in attendance.

Programs



Special Youth Programs

In September, the library began offering a family program each month on evenings or weekends. Family Halloween Party, Holiday Crafts for Kids at the Germantown Christmas Festival, and Gingerbread House Making. A Summer Reading Program Party was also held in August. Attendance ranged from 200 to 300 people at each event.



Adult Book Groups

The library hosts five monthly book groups (three new in 2017) that read a variety of genres. Attendance typically ranges from 4 to 12 people. Free coffee and hot chocolate are provided by the Friends of the Library.



Craft Circle

In July, the library began hosting a monthly Craft Circle. This program was offered to patrons of ages focused on a craft project or skill. An average of 25 people attended each session.



Special Adult Programs

In August, the library added a monthly evening program for adults. Topics included World War II, canning, Holy Hill, and a Civil War novel by a local author. All programs were well-attended and concluded with a reception and refreshments provided by the library's Bakers Brigade.



Memory Cafe Kick-Off

In December, the library hosted a Library Memory Project Kick-Off event. The program featured former Wisconsin Governor Martin Schreiber, author of the book *My Two Elaines* about being an Alzheimer's caregiver for his wife. Memory screenings and memory cafes, a program for individuals with memory loss and their caregivers, will both begin in January of 2018.



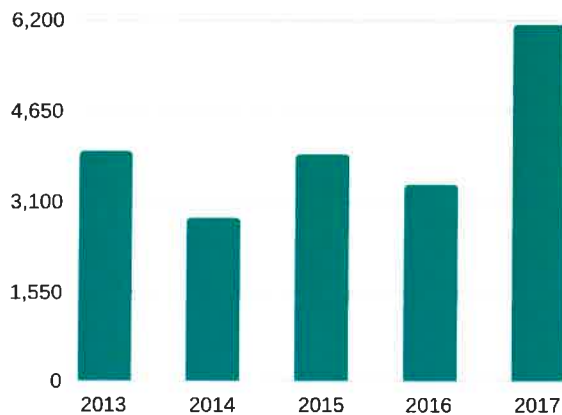
Friends of the Library Programs

The Friends of the Library host an Annual Art Contest and Purchase Award Contest every October. This year's speaker was local artist Bryan Dyer, founder of You Are the Hero. The Friends also host a Holiday Book & Basket Sale in December and a Book Sale in March.

Drop-In Activities

Total Drop-In Activity Participation

	2013	2014	2015	2016	2017
Children (0-11)	2,540	2,713	2,688	2,645	3,364
Young Adult (12-18)	1,408	1,089	1,213	731	921
Adult (18+) & All Ages	0	0	0	0	1,843
Total	3,948	3,802	3,901	3,376	6,128



81.5%
increase in
2017

2017 Summer Reading Program

Children (0-11):

1,122 Registered

1,486 Total Logs Turned In

Young Adult (12-17):

107 Registered

916 Total Logs Turned In

Adult (new this year):

117 Registered

663 Total Logs Turned In

Drop-In Activities

The Wisconsin Department of Public Instruction defines a Drop-In Activity as "a planned, independent activity available for a definite time period which introduces participating individuals to any of the broad range of library services or activities which directly provide information to participants." The goal of these activities is to provide patrons with activities to complete in the library in addition to traditional material checkout. It also offers options for those who may not be able to attend regularly scheduled programs. In 2017, the participation for drop-in activities increased by 83.1% and included over 6,100 participants.

Prior to 2017, the library's only drop-in activities included a youth and young adult Summer Reading Program. This summer, we added a Summer Reading Program for adults as well as expanding our total registration to over 1,340 people with over 3,000 reading logs turned in. In June, the library added a coloring area in the Youth Services Department and a coloring and puzzle area for teens and adults near the Reference Desk. The library also worked to add additional drop-in activities for patrons of all ages throughout the year.

Drop-in activities at the Germantown Community Library in 2017 included:



Youth Summer Reading Program (ages 0 - 6th grade)

A total of 1,122 children registered for the Summer Reading Program and turned in a total of 1,486 reading logs. Over 61% of children completed the program and were awarded prizes including a free book and tickets to local events.



Young Adult Summer Reading Program (grades 7th - 12th grade)

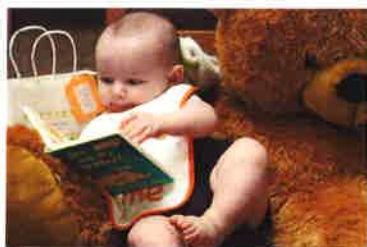
A total of 107 young adults completed 916 reading logs for each book they read over the summer. For each reading log turned in, participants were entered to win gift certificates for local stores and restaurants.



Adult Summer Reading Program

A total of 117 adults completed 663 reading logs for each book they read over the summer in our first ever reading program for adults. For each reading log turned in, participants were entered to win free books, DVDs, and gift certificates for local stores and restaurants.

Drop-In Activities



Baby Lifelong Learning Welcome Bag

Starting in September, this is a free bag for newborns to 12-month-olds containing a board book, bib, baby hat, and library and early literacy information. In 2017 the library gave out over 40 bags.



1000 Books Before Kindergarten

Starting in September, this free program is geared for children 0-5 years. It encourages parents and caregivers to read 1000 books with their child before they enter Kindergarten and includes suggestions on early literacy activities. In 2017, 100 children were signed up.



Youth Activity Table

In June, the library added a table in the Youth Services Area with coloring pages and kid's crafts.

Additional Drop-In Activities for Youth

The library also offered a Milwaukee Buck Reading Challenge, an End-of-Summer Checkout Club, a Book Fair, and a Monster Art Contest for children ages 0 - 12th grade.



Young Adult & Adult Activity Table

In June, the library added a table near the Reference Desk with coloring pages for teenagers and adults and a puzzle. The puzzle is changed every few weeks when it is complete.



Wishing Tree

In December, a Wishing Tree was placed in the lobby of the library. Patrons could list items they wanted added to the library collection or new programs or services that they would like to see at the library. We received over 180 suggestions.



Additional Drop-In Activities for Adults & All Ages

Additional drop-in activities included open voting for the Friends Art Contest and card making for kid's diagnosed with an illness. The library also offered a Baby Hat Drive for the CLICK for Babies Campaign and Baby Lifelong Learning Welcome Bag for the library.

Highlighted Projects

Database Management & Technology

January: Continued Polaris database updates & training for all staff
May: Added 3 internet public computers & 2 childrens computers
September: Added receipt printers in all work areas
2017: Began updating all policies & procedures
2017: Began database, fines, patron & item record clean up

Updated Marketing Plan

January: New website with calendar feature & Facebook page
May: Constant Contact monthly enewsletter & seasonal print newsletter
June: Seasonal mailing lists for local newspapers and organizations
November: New Libby brochures to promote electronic book & audiobooks

Collections

April: Weeding complete in Adult Nonfiction
August: Weeding complete in Adult Fiction
September: Weeding & updated Board Book Collection (over 150 new titles)
December: New Arrival collections in every area with consistent cataloging and labeling

Building

June: Began 2-year fundraising project with MOMS Club Germantown - West to update Early Literacy Area (items added: kitchen area, bench with sensory toys, train table)
September: Re-organizing of staff workroom & children's storytime room

Staff & Training

May - August: Library Studies Graduate Intern
September - December: Two Work Experience students from Germantown High School
October: Dementia Friendly Business Certification and Training for entire staff
November: Hands-Only CPR, AED & Stop the Bleed Training for entire staff
December: New Youth Services Librarian & expanded page duties

Looking Ahead to 2018 & Beyond

2018: Continue updating all policies & procedures & reorganization of staff
2018: Continue database, fines, patron & item record clean up
2018: Continue weeding & collection clean up in all areas
2018: Expand library resources and marketing
2018/2019: Painting of interior of library building
2018/2019: Expand access of technology
2018/2019: Expand program and drop-in activity offerings for all ages
2018/2019: Expand outreach, community & school involvement
2019: Strategic Plan
2019: Expand offering of programming and services for young adults
2019: Updated security system & self-checkout stations

Additional Documents

The following documents were created by the Wisconsin Library Association and shared at Library Legislation Day on February 20, 2018.

Additional information can be found on the
website: <http://wla.wisconsinlibraries.org/legislative/legislative-day>



WISCONSIN LIBRARIES

Keep Communities Strong!

LIBRARIES

Support Communities by providing:

- ◆ Resources for work, school and personal growth
- ◆ Access to broadband technology and technology training
- ◆ Literacy and life-long learning programs and classes
- ◆ Equal access to opportunity, information and learning

COMMUNITIES

Use and Value their Libraries as a:

- ◆ Cost-effective source for books, digital resources & technology
- ◆ Place for self-directed learning & community gatherings
- ◆ Anchor for economic activity and development
- ◆ Quality of life differentiator

VALUE OF WISCONSIN LIBRARIES

LITERACY: *Learning to Read & Reading to Learn*



WORKFORCE DEVELOPMENT

- ◆ Search for job opportunities and apply online for jobs
- ◆ Develop career skills
- ◆ Acquire computer skills
- ◆ Meeting space to conduct interviews

BUSINESS DEVELOPMENT

- ◆ Business resources
- ◆ Classes on starting and marketing a business
- ◆ Hi-speed Internet
- ◆ Meeting space
- ◆ Innovation Centers

KNOWLEDGE, CREATIVITY & LEARNING

College & University Libraries Provide:

- ◆ Access to creative application of information and data
- ◆ Ability to efficiently acquire, analyze, manage and apply information and data
- ◆ Access to cutting-edge research, consultation services, and learning spaces to experiment and innovate
- ◆ Support for business development in biotechnology, engineering, computer science, agriculture, biofuels, health care, etc.



WISCONSIN LIBRARY ASSOCIATION
www.wisconsinlibraries.org

PLUMER LOVELACE, EXECUTIVE DIRECTOR
lovelace@wisconsinlibraries.org 608.245.3640



WISCONSIN LIBRARIES

By the Numbers

WISCONSIN RESIDENTS USE LIBRARIES

- ◆ 61 **million** physical items checked out (averaging 1.2 million per week; 37% children's materials)
- ◆ 1.6 **million** eBooks downloaded
- ◆ 130 **million** Badgerlink searches conducted

Wisconsin has
one of the nation's
largest and most
active collection of
eBooks and digital
audio books.

FREE WI-FI

99% of public libraries offer **free** Wi-Fi

For **most** Wisconsin communities, the Public Library
is the **primary place** for
access to hi-speed Internet.



PUBLIC LIBRARY SYSTEMS

Serve 381 Libraries with:

- ◆ Technology infrastructure and training
- ◆ Delivery of books statewide
- ◆ Online catalogs and digital resources
- ◆ Supplemented local library budgets
- ◆ Continuing education opportunities

WISCONSIN COLLEGE & UNIVERSITY LIBRARIES

- ◆ Serve 237,000 enrolled students and their local communities
- ◆ Support traditional, online, and UW Flexible option
- ◆ Provide research support for \$1 billion in Federal grant research

SCHOOL MEDIA & TECHNOLOGY CENTERS

- ◆ Serve 872,000 students
- ◆ Provide resources through Common School Fund
- ◆ Support technology instruction and classroom teachers

SPECIAL LIBRARIES SERVE

- ◆ Health Care
- ◆ Government
- ◆ Research institutions



WISCONSIN LIBRARY ASSOCIATION
www.wisconsinlibraries.org

PLUMER LOVELACE, EXECUTIVE DIRECTOR
lovelace@wisconsinlibraries.org 608.245.3640

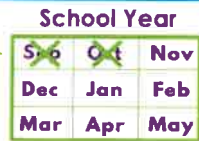
Wisconsin Libraries Make A Positive Impact

EARLY LITERACY IN WISCONSIN



of Wisconsin kindergartners are not prepared for classroom reading

Kids lose **2 months** of reading and math skills during summer break²



Nearly **6 in 10** Wisconsin students scored **less** than proficient on standardized reading tests³



What are Wisconsin public libraries doing to help?



Nearly **100%** of Wisconsin public libraries offered youth summer reading programs in 2016⁴

Children's programs offered in 2016⁵

65,279

Program attendance in 2016

1,823,374



20 million

kids' items checked out of Wisconsin public libraries in 2016⁶

For statistical sources, please visit: tinyurl.com/librariestransformwi

TECHNOLOGY IN WISCONSIN



1 in 5 Wisconsin residents have **reduced** or **limited** access to the Internet¹

of U.S. adults say **training on digital devices** would help them make information decisions²

\$69.93

Average monthly cost of internet in the U.S.³

What are Wisconsin public libraries doing to help?



of WI public libraries offer free technical training⁴



of WI public libraries offer free computer and internet access⁵

Annual **tech use** in WI libraries⁶



5 million computer uses



6 million WI-Fi uses

For statistical sources, please visit: tinyurl.com/librariestransformwi

WISCONSIN WORKFORCE DEVELOPMENT



70%

of Wisconsin employers have difficulty finding **qualified workers**²

87%

of U.S. workers think **developing new job skills** is vital to stay competitive³



What are Wisconsin public libraries doing to help?

Resources offered by Wisconsin libraries⁴



Workforce Development Center partnerships

Online courses and certifications

Business and professional journals online

STEM and coding activities

Nationally, public libraries help job seekers:⁵



create resumes



access online resources



apply for jobs

For statistical sources, please visit: tinyurl.com/librariestransformwi

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 29-2018

**AUTHORIZATION TO PROCEED WITH AN AGREEMENT WITH EHLERS TO
PROVIDE A FEASIBILITY ANALYSIS OF A TAX INCREMENT DISTRICT**

WHEREAS, the Village of Germantown has been approached for a possible development; and,

WHEREAS, a feasibility analysis is needed to determine if a Tax Increment District is a viable option for development in the Village; and,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, does hereby authorize Ehlers to provide a Feasibility Analysis of a Tax Incremental District in an amount not to exceed \$14,500.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

April 11, 2018

Steve Kreklow, Administrator
Village of Germantown, Wisconsin
N112 W17001 Mequon Rd
PO Box 337
Germantown, WI 53022

Re: Written Municipal Advisor Client Disclosure with the Village of Germantown ("Client") for TID #8
Feasibility & Creation Project Plan 2018 ("Project" Pursuant to MSRB Rule G-42)

Dear Steve:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers



Maureen Holsen
Municipal Advisor

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with the analysis of the Feasibility of and potential Creation of Tax Increment District Number 8 (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial).
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft time table for the Project.
 - Identification of how the creation date may affect the district’s valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.

- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	Prepare Notice of Meeting and transmit to Client's designated paper. Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions. Provide agenda language to Client. Attend meeting to present draft Project Plan.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes. Designate Client Joint Review Board representative. Identify and recommend Public Joint Review Board representative for appointment.
Plan Commission Public Hearing	Prepare Notice of Public Hearing and transmit to Client's designated paper.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.
Plan Commission Public Hearing	Prepare Notice of Public Hearing and transmit to Client's designated paper. Attend hearing to present draft Project Plan.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.
Plan Commission	Attend meeting to present draft Project Plan. Provide approval resolution for Plan Commission consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Distribute Project Plan & resolution to Plan Commission members in advance of meeting. Prepare meeting minutes.
Governing Body Action	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for governing body consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Provide Project Plan & resolution to governing body members in advance of meeting. Prepare meeting minutes.
Joint Review Board Action	Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions. Prepare Notice of Meeting and transmit to Client's designated paper. Provide agenda language to Client. Attend meeting to present final Project Plan. Provide approval resolution for Joint Review Board consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes.

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,700
Phase II	\$ 7,300
Phase III	\$ 1,500
Total	\$ 14,500

- Pricing assumes all phases are done concurrently, utilizing same meeting nights. In the event that meetings for simultaneous districts do not occur on the same evening, full fee shall be charged per district.
- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges.

The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 30-2018

**AUTHORIZATION TO PROCEED WITH AN AGREEMENT WITH R.W.
MANAGEMENT GROUP FOR ANALYSIS OF THE FIRE DEPARTMENT
AND HIRING OF FIRE CHIEF**

WHEREAS, the Village Board has determined that analysis of the Fire Department and EMS Department is needed for the development of long-range planning and Hiring of Fire Chief; and,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, does hereby authorize R.W. Management Group to proceed as in the attached contract for Management Counsel Services in an amount not to exceed \$24,000.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

PROPOSAL TO PROVIDE PROFESSIONAL CONSULTING SERVICES



VILLAGE OF GERMANTOWN FIRE DEPARTMENT - EMS MANAGEMENT COUNSEL



*Organizational
Management
Studies*

*Equipment
Analysis*

*Emergency
Medical Plans*

*Emergency
Management Plans*

*Response Time
Analysis*

*Consolidation
Studies*

*Executive and
Staff Selection*

*Project
Management*

*Municipal Labor
Negotiations*

*Interim
Management*

RW Management Group, Inc.
N19W24400 Riverwood Dr.
Suite 350

Waukesha, WI 53188-1165

Office: 262.832.37236

www.rwmanagementgroup.com

jroemer@rwmanagementgroup.com

Date: March 28, 2018





**VILLAGE OF GERMANTOWN
FIRE – EMS MANAGEMENT COUNSEL**

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**VILLAGE OF GERMANTOWN
FIRE – EMS MANAGEMENT COUNSEL**

TRANSMITTAL LETTER

March 28, 2018

Steven R. Kreklow
Administrator
Village of Germantown
N112 W17001 Mequon Road,
P.O. Box 337,
Germantown, WI 53022

Dear Mr. Kreklow:

Thank you for the opportunity for RW Management Group, Inc. to submit a proposal to provide Management Counsel Services to the Village of Germantown. We understand that the Village would like to provide a hands-on process to work with the Fire and EMS Department to assist with planning and implementing their direction in the future. RW has the unique background to provide public safety knowledge and assistance to manage future growth and department needs and provide each with realistic organizational planning, recommendations and implementation.

Accordingly, RW has prepared the enclosed proposal including details regarding our approach for providing management counsel. The proposal allows for the continued utilization of RW's services as needed, which will allow the covered communities to determine the next steps of the process based on the findings and situational changes.

RW believes that our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The RW project manager has over 35 years of combined municipal public safety experience working directly with, or for, public safety agencies. The team has management, operational, technical and consulting experience with all types of public safety operations and with all levels of staffing within these agencies.

We recently completed similar project work for the Village of Bellevue, WI, the City of Baraboo, WI, Door County, WI, the City of De Pere, WI, the City of Green Bay, WI, Cambria Fire Department, and the City of Hartland, WI. These projects reviewed organizational, staffing, major equipment, incident analysis, shared services and facility requirements for the municipality's Fire and EMS Departments.

Thank you again for the opportunity. The enclosed proposal addresses these goals of the Communities. If you have any questions about our proposal, please feel free to contact me at 262-832-3723 or by email at jroemer@rwmanagementgroup.com. We look forward to the opportunity to work with the Village on this important project.

Sincerely,

Jeffrey R. Roemer

Jeffery R. Roemer,
President
RW Management Group, Inc.



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

RW MANAGEMENT GROUP INC. QUALIFICATIONS

RW Management Group, Inc. (RW) is a Wisconsin based consulting firm providing professional, high quality police, fire, emergency medical service, dispatch, safety and emergency management consulting, project management and other related services to organizations throughout the United States and internationally. RW consultants have served the needs of several municipalities and emergency services in the United States. RW consultants remain very active with many public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- American Academy of Certified Public Managers
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials.

RW's mission statement is "To provide the highest quality, independent professional public safety consulting, project management and services, as measured by the successful implementation of recommendations and services to our clients." We accomplish this mission by providing a team of professionals committed to the needs and issues of public safety and government. RW's consultants are active practitioners in the public safety area and understand the issues, challenges, standards and responsibilities of public safety and provide proven methods to improve efficiency and effectiveness.

All RW's consultants possess in-depth knowledge of all relevant aspects of emergency services, which includes administration, communications, organization, labor relations, economics and standards. This knowledge allows RW to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated and logical. Project team members are also available throughout the duration of the project.



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

STAFF BIOGRAPHIES

Jeffrey R. Roemer, CPM
Principal Officer
RW Management Group, Inc.



Professional Summary

Mr. Roemer has an extensive background in the Public Safety area. For more than 35 years he has served with municipal governments in various duties, including Fire Chief for the City of Menasha, WI. Before serving with the City of Menasha, he was Public Safety Director for the Village of Allouez, WI. He has worked in nearly all facets of Public Safety, as a Police Officer, Firefighter, and Emergency Medical Technician, and as a supervisor and department head in each of the disciplines.

As Police and Fire Chief, Mr. Roemer was responsible for all activities in the municipal Public Safety environment. He has provided departmental support for planning and implementing Information Systems, Dispatch Centers, Emergency Operations Centers, Budgeting, Shared Services, and Command Post and ICS operations, along with many other administrative and supervisory duties. His broad knowledge base allows a unique perspective and understanding of the varied requirements found in the municipal environment. Serving at this level of the organization provided Mr. Roemer with the opportunity to recommend, plan and manage change within the organization and often, outside of his organization.

As a Public Safety Consultant, Mr. Roemer has been a project manager for numerous Public Safety related organizational, communication, dispatch center, consolidation, information system, operational, and emergency operation center projects. Mr. Roemer has served as Interim Public Safety Director and Fire Chief for several agencies in the last 19 years, including the City of Green Bay, Wisconsin. Mr. Roemer also serves as an active member of the International Association of Fire Chiefs, the Wisconsin Society of Certified Public Managers, the American Academy of Certified Public Managers, and the Associated Public Safety Communications Organizations.

Mr. Roemer's knowledge of Public Safety in a municipal setting has gained him recognition both at a local, national and international level. He has served as Secretary-Treasurer to the Great Lakes Division of the International Association of Fire Chiefs, Past President of the Wisconsin Society of Certified Public Managers and numerous other positions with Police, Fire and Rescue Boards and Committees. Mr. Roemer has been recognized as the 2001 "Manager of the Year" by the Wisconsin Society of Certified Public Managers. He currently serves on the State of Wisconsin All Hazards Incident Management Team and the Northeast Wisconsin Regional Incident Management Team. Jeff Roemer also serves on the newly consolidated Western Lakes Fire Department Oversight Board and was voted in as Vice President of the Board.

Education

Northeast Wisconsin Technical College
National Fire Academy
University of Wisconsin
Northwestern University

Associate Degree in Police Science
Executive Fire Officer Graduate
Certified Public Manager
School of Police Staff and Command Graduate



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

Edmund M. Henschel
General Manager/Senior Consultant
RW Management Group, Inc.



Professional Summary

Ed Henschel is the General Manager for RW Management Group, Inc. Prior to joining RW Management Group he served as a city administrator and village manager for 30 years, serving municipalities in Wisconsin and Michigan. He also has 18 years of municipal consulting experience conducting department operation reviews and labor negotiations. As a consultant he has specialized in shared service and consolidation studies as well as management reviews for a wide range of municipal departments.

Ed successfully created one of the first consolidated police departments in Michigan in the 1970s. Since then he has been involved in a number of shared service projects throughout the Midwest, both as a municipal manager and a consultant. He has also written articles and spoken at state, regional and national conferences on this subject.

As a labor negotiator he has represented management to bargain contracts with unions representing a number of different departments of various sizes. He negotiated the first as well as successor contracts for a newly created consolidated fire department. He also has negotiated a very complex contract to transition municipal employees from a private pension fund to a state Retirement System.

As a result of his many years managing municipal governments, Ed has extensive experience with personnel matters, overtime analysis, department operations, strategic planning, budgeting, financial planning and shared service studies.

In addition to his responsibilities as a consultant, Ed has also served as the Executive Director of the Wisconsin City/County Management Association. He is a member of the International City/County Management Association and is on the board of directors of the Public Policy Forum, which conducts regional public policy analysis. He was on the Advisory Board for the Masters in Public Administration Program at Northern Illinois University, is a member of the Waukesha County Sheriff's Department Grievance Committee and currently teaches a graduate level course at the University of Wisconsin - Milwaukee.

Education

Central Michigan University

Bachelor of Science in Education

Master of Arts in Political Science

University of Minnesota

Carlson School of Management - Management Training Program



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

Scott Spencer
Senior Consultant
RW Management Group, Inc.



Professional Summary

Scott Spencer has worked in Fire, Emergency Medical Service and Emergency Management for more than 30 years. He started his career with the Geneva, Illinois Fire Department as a Paid-on Call Firefighter. He became a career firefighter in 1980 and moved to Lieutenant and finally Deputy Chief of Operations. The Geneva Illinois Fire Department is a nationally accredited Fire EMS agency that provides Advanced Life Support Services. Mr. Spencer retired from the Geneva Fire Department in 2012 at which time he took over the administration of the City of Geneva Emergency Management Agency which he managed until 2015. He currently serves on the Batavia Fire Department as a Paid-on Call Firefighter.

Mr. Spencer was responsible for day to day operations at the Geneva Fire Department as well as being the Training Officer, Haz Mat Officer, Tri-Com Central Dispatch Liaison and the Department Accreditation Manager. He is a Certified Instructor, Fire Officer, Haz-Mat Technician, and Safety Officer. Mr. Spencer has also been trained to the NIMS Command and General Staff level and is a member of the All Hazards Incident Management Team.

Mr. Spencer recently joined RW Management Group, Inc. as a Public Safety Management Consultant. His background in Fire, EMS, Emergency Management and Department Administration has brought him praise and recommendations from his department and external departments that he has worked with. He is well versed in Fire, EMS and Emergency Management and is currently serving as project manager for a hospital based EMS service Interim Director project in Iowa.

Education

Texas A & M Engineering Extension
National Fire Academy
Emmitsburg, MD
Illinois Fire Service Institute

Fire Programs
Fire – EMS Administration Programs
National Incident Management Programs
Fire Officer Program



**VILLAGE OF GERMANTOWN
FIRE – EMS MANAGEMENT COUNSEL**

**Robert Whitaker
Senior Consultant
RW Management Group, Inc.**



Professional Summary

Mr. Whitaker has worked in fire, emergency medical and emergency management settings for 24 years. He currently serves as the Fire Chief/Administrator for North Shore Fire/Rescue, just outside of Milwaukee, WI. As Fire Chief/Administrator, Mr. Whitaker's responsibilities focus on strategic direction of the organization, fiscal management, information technology and intergovernmental relations between the department and the multiple municipalities served by the organization.

Mr. Whitaker has worked in several roles within the fire and emergency medical/service field. He started his career as a paid-on call firefighter, moving to career firefighter, firefighter/paramedic, Fire Lieutenant, Operations Battalion Chief, Battalion Chief of Training and Emergency Medical Services, Deputy Chief of Administration and now, Fire Chief/Administrator. Throughout his career, he has managed programs that included transition of records management systems, professional development and training for the organization and transition of 911 PSAP and Communications/Dispatch responsibilities to a newly consolidated center.

Mr. Whitaker is an active member of the International Association of Fire Chiefs, Wisconsin Fire Chiefs Association, the Great Lakes Fire Accreditation Managers Association, the International City/County Managers Association, serves as a member of Curriculum Committee for the Wisconsin Fire Chiefs Education Association and as the Secretary/Treasurer of the Milwaukee County Association of Fire Chiefs.

Mr. Whitaker has recently been employed by RW Management Group, Inc. to provide his expertise in public safety consolidation and accreditation. He was involved in the functional consolidation efforts needed to combine the North Shore Fire Departments and Dispatch center. The North Shore Fire Department recently completed the accreditation process of the Commission on Fire Accreditation International (CFAI).

Education

Oklahoma State University
Masters of Science, Fire & Emergency Management
Southern Illinois University
Bachelor of Science, Fire Service Management



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

ASSIGNED STAFF

Personnel assigned to this project are selected from the staff of RW Management Group, Inc. The project manager supervises the project team and clerical support personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Project Manager

The project manager will oversee, direct, coordinate and control all work that is done on the project. The project manager will also provide liaison with the client project team, be responsible for the content and quality of the project, make necessary presentations and ensure that the project is completed according to the time line established.

Project Team Members

Project staff is selected for their relevant experience in the service to be provided. Each is assigned with specific responsibilities related with the elements of the project. The work of the project staff is provided to the project manager for review, collation and for interface with the client's project team.

Project Manager: Mr. Jeffrey R. Roemer – Mr. Roemer has over 35 years of experience in public safety. Mr. Roemer is a certified public manager and has been providing full time public safety management consulting for the last fifteen (15) years. He worked as Fire Chief for the City of Menasha from 1995 to 1998, Public Safety Director for the Village of Allouez from 1988 to 1995, and shift commander for the Village of Ashwaubenon for seven (7) years. He has worked on numerous public safety projects for the last fourteen (14) years, as project manager, in communities nationwide. He recently served as the Fire Chief and Emergency Management Director for the City of Green Bay, where he had responsibility for all aspects of emergency management including preparedness, response, recovery, and mitigation. Mr. Roemer just completed serving as Interim Emergency Service Director for the County of Door, WI.

Project Team Member: Edmund M. Henschel – Mr. Henschel is a senior consultant with RW Management Group, Inc. Prior to joining RW, he served as a city manager for 27 years, serving municipalities in Wisconsin and Michigan. He also has 10 years of municipal consulting experience conducting consolidation studies, department operation reviews, and labor negotiations (representing municipal management). As a consultant he has specialized in shared service and consolidation studies as well as management reviews for a wide range of municipal departments. As a city manager, he was instrumental in forming one of the first police consolidations in the State of Michigan in the 1970s. He has conducted numerous consolidation studies in the past ten years. He was the lead consultant in a police consolidation that involved a total of seven municipalities in Michigan. He has spoken at national and regional conferences and written several articles on the subject of municipal consolidations. He has also drafted several inter-governmental cooperation agreements.



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

Project Team Member: Mr. Robert Whitaker – Chief Whitaker's experience in fire and rescue service spans more than 25 years. He currently serves as the Fire Chief/Administrator for North Shore Fire/Rescue, just outside of Milwaukee, WI. As Fire Chief/Administrator, Mr. Whitaker's responsibilities focus on strategic direction of the organization, fiscal management, information technology and intergovernmental relations between the department and the multiple municipalities served by the organization.

Project Team Member: Scott Spencer - Scott Spencer has worked in Fire, Emergency medical and Emergency management for 39 years. He started his career with the Geneva, IL Fire Department as a Paid-on Call Firefighter. He became a career firefighter in 1980 and moved to Lieutenant and finally Deputy Chief of Operations. Mr. Spencer retired from the Geneva, Illinois Fire Department in 2012 at which time he took over the administration of the City of Geneva Emergency Management Agency which he managed until 2015. He currently serves on the Batavia Fire Department as a Paid-on Call Firefighter.

RW MANAGEMENT GROUP INC. METHODOLOGY

Our approach to this project requires a clear understanding of the current Fire Department's environment and related concerns. The key elements of our methodology include:

- A clear understanding of the Departments backgrounds, community profiles and the goals and objectives of the project.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input – To perform a comprehensive assessment and make specific recommendations, it is critical that we receive quality information from elected officials, staff and members of the Fire Department. Accordingly, our approach includes meetings with individuals representing the Municipalities and Departments.

Practical Recommendations – Our goal is to provide our client with recommendations, which will assess the current and future Department needs and provide implementation as needed to accomplish the recommendations.

Project Management – A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear project team assignments and frequent communications with the client.



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

OVERALL PROJECT APPROACH

The most effective method for presenting RW's methodology when approaching a project of this nature is to provide an accurate and comprehensive work plan for its completion. The following work plan has been developed to accomplish the objectives of the fire department management counsel.

DETAILED WORK PLAN

Fire Department Management Counsel

1. Department Meetings – Initial meetings will be held with Fire Administration and Village Administration, to review the duties and responsibilities of RW during the term of this project.
2. Management Team – The management team will consist of the RW project team, primarily Jeff Roemer, and the personnel that the Fire Chief would like as part of the team. This team will meet initially to organize and plan the communications structure, the daily, weekly and monthly work plan, which will be utilized to complete the project.
3. Availability – The RW project manager will be on-site an average of two to three days per month and will provide the ability for direct communications with the Fire Chief daily.
4. Administration – The RW Project Manager will coordinate with the Fire and Village Administration the project direction, recommendations, coordination of agencies and resource needs.
5. Training – The management team will develop a department wide training plan, which will outline training responsibility and provide adequate training for all department personnel on related changes to the Department based on the recommendations.
6. Legal Compliance – The management team will review all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards. RW will also assist with coordinating corporate and public legal assistance if needed.
7. Staffing and Organizational Structure – The Project Manager will work with the project team to develop recommendations regarding the organizational structure and staffing structure of the department.
8. Equipment and Maintenance – The management team will review current equipment, maintenance procedures and provide recommendations for any changes based on the resource recommendations.
9. The Project Manager will also provide guidance and assistance with the implementation and training of any changes to department standard operating guidelines and response plans.
10. The Project Manager will assist with external fire departments, dispatch and related agencies as needed.



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

11. Reporting – A management summary report will be provided to the Municipal Administration monthly. This report will outline the project team and department activities and actions that have taken place during this project.
12. Emergency Scene Operations – The management team will review current incident scene practices and uniformity, and develop and refine related standard operating guidelines to assure adherence to safety standards, best tactical practices and uniformity throughout the Department, based on the recommendations.
13. Fire Chief Selection – The Project Manager will assist the Village with the executive selection process for a new Fire Chief, which will include the recommendations for type of skill sets that will be needed for the Village and the Fire Department.
14. The Project Manager will review potential shared services with other departments as part of the process.
15. The Project Manager will be available for daily consultation as needed by the Fire Chief and Village Administrator.

Project Timetable

RW would recommend a minimum six-month (6) period of Management Counsel with the Fire Department. This time would allow for the needed coordination and administrative assistance that is needed to provide recommendations and implementation that will provide the Departments with an efficient and effective Emergency Incident Response and proper structure to manage Fire and EMS in the future for the Village.

COST QUOTATION

Not-To-Exceed Amount

Fire and EMS Department Management Counsel Services	\$ 4,000 per month
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Payment schedule:

- Management Council Services – Equal monthly payments. The first payment due within 10 days of signing contract. Remaining payments every 30 days.

RW will complete the work tasks as defined in our proposal for the not-to-exceed amount presented in the proposal. Only if the scope of the project changes would there be any additional hours billed to the project. These changes in project costs would only occur after approval by appropriate Department personnel. Either party may terminate the agreement by giving 30 days written notice.



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

RECENT RELATED ENGAGEMENTS

RW Management has conducted numerous studies similar to that requested by the Village of Germantown. A sample of such references includes:

City of Baraboo, WI

RW Management Group, Inc. was retained by the City of Baraboo to conduct a Fire Department Organizational and Consolidation Feasibility Analysis. The scope of the project was to perform a Feasibility Analysis to assist the City in developing a long-range plan for administrative and managerial improvements of its Fire and EMS Departments. This study was completed and RW was retained to provide management counsel and implementation management for the studies recommendations.

Contact: Edward Geick
City Administrator
City of Baraboo
135 4th Street
Baraboo, WI 53913
Phone 608-355-2715
Email: egeick@cityofbaraboo.com

City of DePere, WI

RW Management Group, Inc. was retained by the City of De Pere to conduct a Fire Department Organizational and Consolidation Feasibility Analysis and provide Interim Fire Chief Services. The scope of the project was to perform a Feasibility Analysis to assist the City in developing a long-range plan for administrative and managerial improvements of its Fire and EMS Departments. Including a review of current administration, operations, rules, regulations, personnel procedures, operating procedures and provide recommendations on future departmental needs, both short and long term. Further, an evaluation of the consolidation and public safety feasibilities was completed.

Contact: Larry Delo
City Administrator
City of De Pere
335 S. Broadway
De Pere, WI 54115
Phone 920-339-4044
Email: ldelo@mail.de-pere.org

Door County, WI

Jeff Roemer, President of RW has been retained by Door County to serve as the Door County Interim Emergency Services Director. RW is providing professional interim emergency services direction to the Commission. As Interim Director, we are working with County Administration and the Emergency Services Department to maximize the efficiency of current EMS operations and emergency management during the interim period and make recommendations to improve



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

efficiencies and operations.

Contact: Ken Pabich
County Administrator
421 Nebraska St.
Sturgeon Bay, WI 54235
Phone: 920-746-2552

City of Green Bay, WI

RW Management Group provided long term management of the Green Bay Fire Department for a period of almost four years. Jeffrey R. Roemer served as Fire Chief from April of 2008 until December 31, 2011. Chief Roemer also provided the City with an Executive Selection process and multiple Assessment Centers for promotions, which included training department personnel as assessors. Mr. Roemer also served as the City Emergency Management Director during this time and established a joint Emergency Operations Center with the County and wrote an Emergency Operations Plan for the City.

Contact: Mayor Jim Schmitt
City of Green Bay
100 N. Jefferson
Green Bay, WI 54301
Phone 920-448-3005

Town of Greenville, WI – Fire Department

RW recently completed multiple projects for the Town of Greenville. The first was a Fire Department Needs Analysis, which was basically an organizational review of the department and based on that review made recommendations regarding their future needs for station placement and major equipment. RW was then asked to assist with project management for the implementation process of those recommendations.

Contact: Town Administrator
W6860 Parkview Drive
Greenville, WI 54952
Phone: (920) 757-5151 Ext. 4

Village of Bellevue Fire Department, Wisconsin

RW provided contracted management to the Village of Bellevue as Fire Chief and Emergency Management Director. During a period of one year, RW provided major organizational change recommendations and provided implementation of those changes. RW assisted with changes in the Village Employee Handbook, the redrafting of the Emergency Operation Plan, hiring, promotions, and provided the Executive Selection Process for the selection of a new Fire Chief as a separate project.

Contact: Village Administrator
2828 Allouez Ave.
Bellevue, WI 54311
Office - 920-593-5512



VILLAGE OF GERMANTOWN FIRE – EMS MANAGEMENT COUNSEL

PREVIOUS CLIENT WORK

RW Management employees have performed consulting services for the following clients over the past twenty years:

Albert Lea, MN	McFarland, Village of, WI
Algoma, WI	Menomonee Tribal EMS, WI
Town of Algoma, WI	Miller, Wagner, Coenen, McMahon, Neenah, WI
Allouez, WI	Milton, WI
Appleton, WI	Milton-Milton Township Fire Department, WI
Appleton Marine, Appleton, WI	Milwaukee Brewers, Milwaukee, WI
Arenz, Molter, Macy, Riffle & Larson, S.C., Milwaukee, WI	Milwaukee, WI
Arlington, WI	Milwaukee Area Technical College, WI
Ashland, OR	Milwaukee County, WI
Ashland, WI	Milwaukee Metropolitan Sewerage District
Baraboo, WI	Moraine Park Tech.College, Fond Du Lac, WI
Bay City, MI	Morton Grove, IL
Bell County, TX	Motorola Corp., Schaumburg, IL
Bellevue, WI	Mukwonago, WI, Village of
Beloit, WI	Mukwonago, WI. Town of
Berlin, WI	Mundelein, IL
Broward County, FL	Nashville, TN
Brown County, WI	Neenah, WI
Bristol-Kendall Fire Protection District, IL	Neenah-Menasha Fire Rescue, WI
Calumet County, WI	New Berlin, WI
Cambria, WI	New Jersey State Police
Camden, AR	New Jersey Attorney General
Cape Girardeau, MO	North Carolina State University, Raleigh, NC
Cedarburg, WI	Northeast WI Tech.College, Green Bay, WI
Central Lake County Communications, IL	Oak Creek, WI
Cert. Public Manager Program, Madison, WI	Oconomowoc, WI
Chicago, IL	Oconto County, WI
Chippewa County, WI	Odell Associates, Inc., NC
Clarinda Regional Health Center, Iowa	Ogden Plumbing, Neenah, WI



**VILLAGE OF GERMANTOWN
FIRE – EMS MANAGEMENT COUNSEL**

Clay County, FL	Oneida Tribe of Indians, Oneida, WI
Clayton, Town of, WI	Osborn, Town of, WI
Clinton, CT	Ozaukee County, WI
Comm. Orientated Policing Consortium, D.C.	Palmyra, WI
Corvallis, OR	Palmyra, Village of, WI
Dane County, WI	Para Tran Medical Transport, Door Co., WI
Dayton, OH	Pasadena, CA
DeForest, WI	Pewaukee, WI (City)
DeKalb, IL	Pewaukee, WI (Village)
Delafield, WI	Platteville, WI
Delavan, WI	Police Exec. Research Forum, DC
Delaware County, OH	Presto Products, Appleton, WI
Delray, FL	Prince Georges County, MD
De Pere, WI	Pulaski Tri-County Fire, WI
Destin, FL	Qassim University, Buraydah, Saudi Arabia
Door County, WI	Racine, WI
Eagan, MN	Raleigh, NC
East Chicago, IN	RED Center, IL
East Troy, WI	Reedsburg, WI
Energy Control and Design, Inc. Appleton, WI	Royal Oak, MI
ERS, Marinette, WI	Rye Tech. Consulting, Riyadh, Saudi Arabia
Eugene, OR	St. Mary's Medical Center, Racine, WI
Evanston, IL	Sandy Springs, GA
Fishers, IN	Sarasota County, FL
Fond du Lac, WI	SEECOM, IL
FOXCOMM, Appleton, WI	SEH, Appleton, WI
Fox Valley Technical College, Appleton, WI	SESCO, LLC, Manitowoc, WI
Freedom, Town of, WI	Seymour, Town of, WI
Gary, IN	Shawano, WI
Genoa Township, OH	Sheboygan, WI
Germantown, WI	Shelby County, TN
Grand Chute, WI	Shifman Law Firm, Birmingham, MI
Green Bay, WI	Shorewood, WI
Green Bay Packers, Green Bay, WI	Southeast McHenry County, IL



**VILLAGE OF GERMANTOWN
FIRE – EMS MANAGEMENT COUNSEL**

Greenville, WI	Sparta, WI
Gries Architectural Group, Neenah, WI	Stafford Rosenbaum Attorneys, WI
GSA, Office of Inspector General, D.C.	Stevens Point, WI
Grass Valley, CA	St. Louis, MO
Hamilton Cty 911 Comm. Dist. -	Stora Enso North America
Chattanooga, TN	Suamico, WI
Hammond, IN	Tallahassee, FL
Hanover Park, IL	Tri-State Fire, IL
Harlem Township, OH	Tulsa, OK
Harrison, WI	University of Wisconsin – Madison, WI
Hartland, WI	USAID, Washington, D.C.
Hazel Crest, IL	U.S. Capital Police, Washington, D.C.
Hobart, IN.	U. S. Dept. of Homeland Security
Ho Chunk Tribal Nation	University of Illinois, Chicago, IL
Inter. Assoc. of Fire Chiefs–Great Lakes Div.	Verona, WI
Iron Ridge, WI	Viking Rescue, Denmark, WI
Jacksonville, FL	Virchow Krause & Company, Madison, WI
Jefferson County, KY	Walworth County, WI
JG Samuels, Inc., North Prairie, WI	Wanasek, Scholze, Ludwig, Ekes & Iselin,
Johnson Creek Fire Protection District, WI	S.C.
Joy Bertrand Esq., LLC, Milwaukee, WI	Washington, D.C.
Kansas City, MO	Waterford, WI
Kaukauna, WI	Waukesha County, WI
Kenosha Medical Center, Kenosha, WI	Waukesha County Technical College
Kent County, MI	Wausau Hospital, Wausau, WI
Kiel, WI	Wausau Insurance, WI
Killeen, TX	WESCOM, IL
Lake Forest, IL	West Bend, WI
Lake Geneva, WI	West Chicago, IL
Lake Mills, WI	West Milwaukee, WI
Lakeshore Technical College, Cleveland, WI	West Palm Beach, FL
Ledgeview, WI	Wheaton Franciscan Healthcare, Waterloo,
Library of Congress, Washington, D.C.	IA
Lincoln County, WI	Whiting, IN



**VILLAGE OF GERMANTONW
FIRE – EMS MANAGEMENT COUNSEL**

Lindner & Marsack, S.C., WI	Whitefish Bay, WI
Lodi EMS, Lodi, WI	Will County, IL
Logan Township, PA	Wilmington, NC
Madison Area Technical College, Madison, WI	Winnebago County, WI
Madison, Town of, WI	Winnetka, IL
Manawa, WI	Wis. Dept. of Justice, Madison, WI
Marathon County, WI	Wood Dale, IL
Maryland Police Corps, MD	Woodland, WI
Maryland Transportation Authority, MD	Yarmouth, MA
Maximus, Reston, VA	Ypsilanti, MI
Menasha, City of, WI	Yuma, AZ
Menominee Falls, WI	



**VILLAGE OF GERMANTOWN
FIRE – EMS MANAGEMENT COUNSEL**

PERSONAL SERVICES CONTRACT

This agreement made this _____ day of _____, 2018, by and between the _____ Village of Germantown, and RW Management Group, Inc. (RW) doing business as a corporation in Waukesha, Wisconsin.

WITNESSETH

That for and in consideration of the payment and agreements hereinafter mentioned and attached to be made and performed by the Village of Germantown and RW, hereby agree to commence and complete the consultation and to provide the work described in the proposal and comply with the terms of the contract documents for the:

FIRE – EMS MANAGEMENT COUNSEL

Hereafter called the “project” for the sum not to exceed \$4,000.00, per month, which includes expenses.

RW will furnish all labor and other services necessary to complete the work relating to and including the development and administration of the planning process. RW hereby agrees to perform the work as specified by the Village of Germantown.

The Village of Germantown shall pay RW:

Payment schedule:

- Management Counsel Services – Equal monthly payments. The first payment due within 10 days of signing contract. Remaining payments due every 30 days.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The laws of the State of Wisconsin shall govern this agreement.

The agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. Either party has relied upon no inducements, concessions or representations of the fact, except as set forth in this agreement and the RW proposal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement is two (2) copies, each of which shall be deemed an original, on the first date written above.

Village of Germantown

RW Management Group, Inc.

By: _____
Signature

By: _____
Jeffrey R. Roemer, President

By: _____
Signature

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

MEETING DATE: April 16, 2018

AGENDA ITEM: New Business

ITEM TITLE: Discussion/Approval of a Resolution Authorizing and Directing Village Staff to Contact and Work with the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to Amend the Regional Water Quality Management Plan for Eventual Addition of Certain Lands Located Generally Between Freistadt Road, Goldendale Road, Wisconsin Southern Rail Road and the existing sewer service area to the east to MMSD's Sanitary Sewer Service Area

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

SUMMARY EXPLANATION:

The Village Board is required to pass a Resolution authorizing and directing Village staff to contact and work with the SEWRPC to begin the process of adding area not currently in the sewer service area into the sewer service area.

The Sanitary Sewer Service Area (SSSA) amendment process must be initiated as soon as possible and fully executed before sanitary sewer can be extended into these lands to service prospective TID #7 tenants.

ATTACHMENTS:

- 1) Resolution (includes Exhibits)

STAFF RECOMMENDATION TO COMMITTEE:

Approve the Resolution as proposed.

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.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 31-2018

A RESOLUTION AUTHORIZING AND DIRECTING VILLAGE STAFF TO CONTACT AND WORK WITH THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION (SEWRPC) TO AMEND THE REGIONAL WATER QUALITY MANAGEMENT PLAN TO INCLUDE LANDS GENERALLY LOCATED BETWEEN FREISTADT ROAD (CTH "F"), GOLDENDALE ROAD, WISONSIN & SOUTHERN RAIL ROAD TRACKS AND THE EIXISTING SEWER SERVICE BOUNDARY LINE TO THE EAST

WHEREAS, the Village of Germantown falls within the Milwaukee Metropolitan Sewerage District ("MMSD") boundaries and portions of the Village are within a MMSD sanitary sewer service area; and,

WHEREAS, the Village Board of the Village of Germantown anticipate that development within the Village will push beyond the current sewer service area boundaries; and,

WHEREAS, the Village Board wishes to extend the current sewer service area boundaries to include the areas of anticipated development; and,

WHEREAS, Chapter 7 of the MMSD's Rules and Regulations provides for the process to add area to a sanitary sewer service area commencing with an amendment to the applicable Regional Water Quality Management Plan; and,

WHEREAS, the Village's current sanitary sewer service area is part of Southeastern Wisconsin Regional Planning Commission's ("SEWRPC") Community Assistance Planning Report No. 70 dated July 1983 and as amended in 1989, 1998, 2003 and 2009 (the "PLAN");

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby authorize and direct Village staff to contact SEWRPC to pursue an amendment to the Plan to include the area fully described in the attached Exhibit A and as shown for reference in Exhibit B.

Introduced by:

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF AREA PROPOSED TO BE ADDED

Legal Description Parcel 1

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 9 North, Range 20 East of the Fourth Principle Meridian in the Village of Germantown, Washington County, Wisconsin, described as follows:

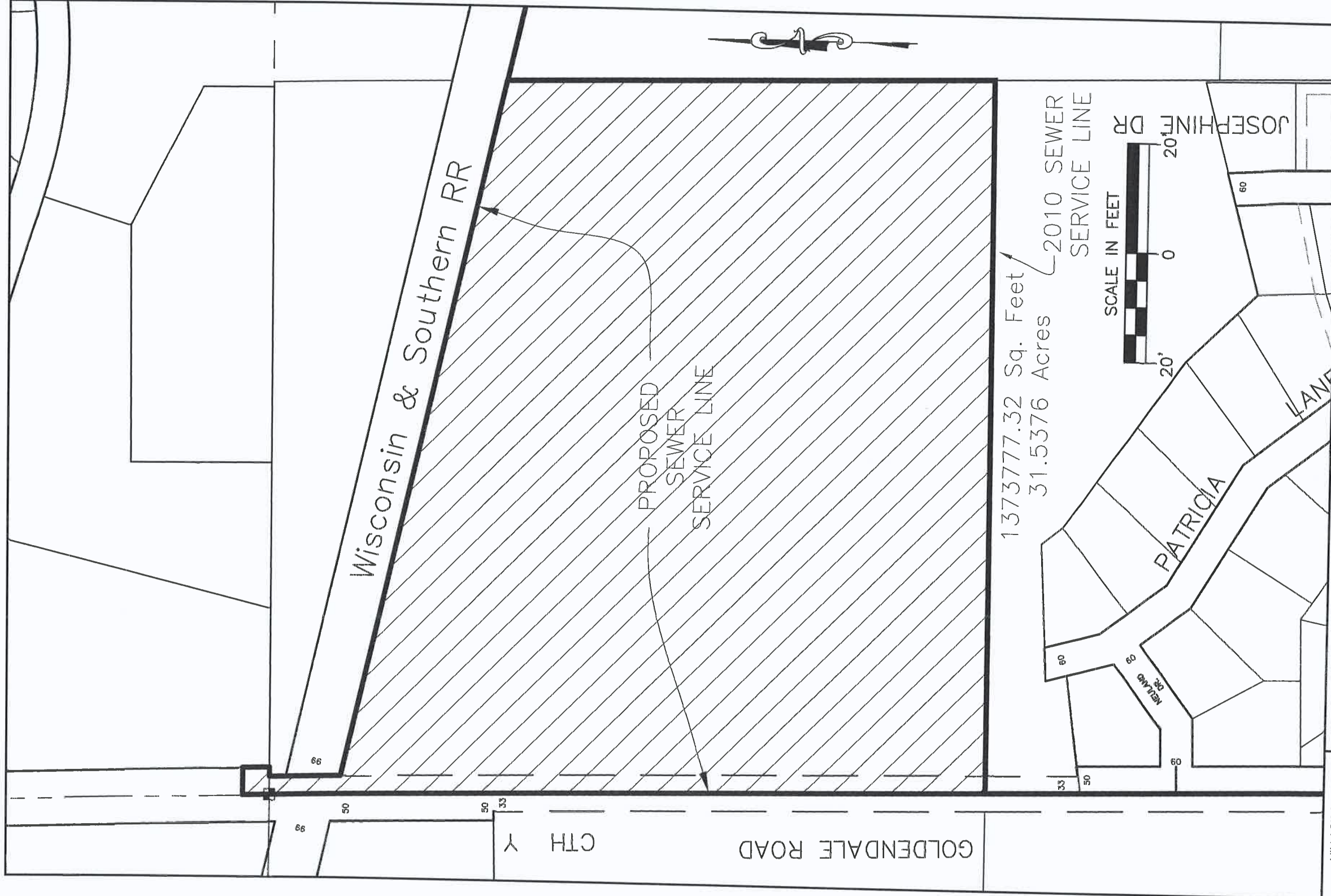
Commencing at a 6" square concrete monument with brass cap marking the West $\frac{1}{4}$ corner of said Section 17 and also the Point of Beginning of the lands to be describe, thence North $01^{\circ}11'40''$ West along the west line of the Southwest $\frac{1}{4}$, 50.01' feet ; thence North $89^{\circ}39'49''$ East, 50.01 feet to the east right of way line of Goldendale Road (CTH-V); thence South $01^{\circ}11'40''$ East along said East right of Goldendale Road, 50.01 feet to the South line of the Northwest $\frac{1}{4}$; thence South $89^{\circ}39'49''$ West along said South line, 17.00 feet to the east right of way line of Goldendale Road (CTH-V); thence South $01^{\circ}14'33''$ West, 30.33 feet to the north right of way line of the Wisconsin and Southern Railroad; thence continuing South $01^{\circ}14'33''$ West, along the east right of way line of Goldendale Road, 101.26 feet to the South right of way line of the Wisconsin, and Southern Railroad:

Thence South $77^{\circ}11'31''$ East along said south line, 1309.64 feet; thence South $01^{\circ}17'44''$ East, along the west line of Lot 1 of Certified Survey Map No. 6702, 897.00 feet; thence: South $89^{\circ}46'30''$ West to the west line of the Southwest $\frac{1}{4}$; thence North $01^{\circ}14'33''$ West. 1323.8 to the point of beginning of the lands to be described.

Containing 13737777 square feet (31.5376 acres)

EXHIBIT B

MAP OF PROPOSED ADDITION



VILLAGE OF
GERMANTOWN
ENGINEERING DEPARTMENT
N112 W17001 MEQUON RD.
GERMANTOWN, WIS. 53022
262-250-4720 OFFICE
262-253-8255 FAX

EXHIBIT A
SANITARY SEWER SERVICE LINE
VILLAGE OF GERMANTOWN
NW 1/4 AND SW 1/4 SECTION 17-9-20

DESIGNED BY	RCB	4/11/2018
DRAWN BY	RCB	4/11/18
APPROVED BY	LWR	4/11/2018
CADFILE	SCALE	
PROJECT NO.	1804	SHEET NO.
		1