

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

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD		
	Revised		
DATE AND TIME:	<u>MONDAY, MARCH 16, 2020</u>	<u>7:00 p.m.</u>	
LOCATION:	Germantown Village Hall Board Room		
	N112 W17001 Mequon Road		

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
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, to include:
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)
- VII. **CONSENT AGENDA:**
- A. Approval of Minutes March 2, 2020 Regular Village Board Meeting.
 - B. Accounts payable/payroll
 - 1. February 29, 2020 Accounts Payable \$ 9,938.21
 - 2. February 3, 2020 Payroll (Hourly) \$ 247,909.29
 - 3. February 10, 2020 Accounts Payable \$ 713,883.03
 - 4. February 15, 2020 Payroll (Salary) \$ 109,227.73
 - C. Operator's Licenses: April Fossum, Sarah Fretthold. [Recommended].
- The following items were forwarded from **Public Works** with a unanimous recommendation.
- D. Resolution 18-2020, Contract with CTW Corporation in an amount of \$114,520, for the purposes of Well #11 Maintenance Rehab, and authorization for an additional \$90,860 included in Supplemental Section Part B to address items that may not be reusable for a total award not to exceed the amount of \$205,380.00.
 - E. Resolution 19-2020, Dheinsville Park Pavilion Project Funding Agreement.

- F. Resolution 20-2020, Contract with Keller, Inc. in an amount not to exceed \$563,633 for the purposes of Construction of the Dheinsville Park Pavilion.
- G. Resolution 21-2020, Cost Sharing Agreement with the Village of Richfield, Washington County, and a private individual for an individual amount of \$7,250.00 for the Holy Hill Road Traffic Impact Analysis.
- H. Resolution 22-2020, Contract with Traffic Analysis & Design Inc. (TADI) in the amount of \$29,000 for the Holy Hill Traffic Impact Analysis.
- I. Resolution 23-2020, Establish 2020 Village Labor and Equipment Rates.

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARINGS:

- A. Resolution to Discontinue a Portion of the 66 Foot Public Road Dedication Shown on CSM No. 455 Located North of County Line Road Approximately 640 Feet East of Fond du Lac Avenue, Requested by Waste Management of Wisconsin.

X. NEW BUSINESS:

- A. Resolution 24-2020, Discontinuing a Portion of the 66 Foot Public Road Dedication Shown on CSM No. 455 Located North of County Line Road Approximately 640 Feet East of Fond du Lac Avenue, Requested by Waste Management of Wisconsin.
- B. Certified Survey Map Lot Combination for Steven & Elizabeth Green - N116 W16033 & N116 W16011 Main Street.
- C. ~~Ordinance 05-2020, Rezoning from A-2: Agricultural to Rs-4: Single Family Residential Zoning District for a 16 Lot Residential Development Veridian Homes, LLC, Agent for Germantown School District, Property Owner N104 W14942 Donges Bay Road.~~
Item C, Ordinance 05-2020, Rezoning from A-2: Agricultural to RS-4 Single Family Residential Zoning will be discussed at a future date.
- D. Animal Fancier License: Cherie and Robert Carty, W154N10230 Regency Court, Germantown.
- E. Resolution 25-2020, Memorandum of Understanding, Village of Germantown and Village of Richfield Relating to the Exploration of the Extension of Water and Sewer Utilities from Germantown to Richfield along Holy Hill Road.
- F. Declaring a Public Health Emergency in Response to the Covid-19 Coronavirus.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, April 6, 2020 at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
March 2, 2020**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hughes, Kaminski, Myers, Miller, Warren, and Wing. Trustee Zabel was absent excused. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, and Director Rath.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

None.

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

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

None.

CONSENT AGENDA:

- A. Approval of Minutes: February 17, 2020 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. February 20, 2020 Payroll (Hourly) \$ 243,248.46
 - 2. February 25, 2020 Accounts Payable \$ 3,103,101.64
 - 3. February 28, 2020 Payroll (Salary) \$ 107,549.70

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

- C. Operators License: Wayne Dedrick [Recommendation Forthcoming]

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

- D. Resolution 13-2020, Budget Amendment – Resolution to Carry Over 2019 Capital Fund and General Fund Projects.

MOTION (Baum/Myers) to approve Consent Agenda Items A-D. Roll Call Vote Carried Unanimously.

OLD BUSINESS:

- A. None.

PUBLIC HEARING:

None.

NEW BUSINESS:

Resolution 14-2020, Germantown Hawks Football Field Usage Agreement 2020-2022.

Motion (Miller/Myers) to approve Resolution 14-2020, Germantown Hawks Football Field Usage Agreement 2020-2022. Motion carried unanimously.

Resolution 15-2020, Junior Warhawks Baseball / Softball Field Usage Agreement 2020-2021.

Motion (Miller/Warren) to approve Resolution 15-2020, Junior Warhawks Baseball / Softball Field Usage Agreement 2020-2021. Motion carried unanimously.

Resolution 16-2020, Police Department – Intergovernmental Agreement with the City of Milwaukee for Law Enforcement Services for the 2020 Democratic National Convention.

Motion (Hughes/Baum) Resolution 16-2020, Police Department – Intergovernmental Agreement with the City of Milwaukee for Law Enforcement Services for the 2020 Democratic National Convention. Motion carried unanimously.

Resolution 17-2020, Resolution Authorizing the Borrowing of not to exceed \$3,915,000, and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor.

Phil Cosson of Ehlers came to the podium to introduce the item. He pointed out the Capital Borrowing list. This is a ten year note and can be used for any public purpose. The rating call will be in March. The bond sale will be on April 6, 2020.

Motion (Baum/Kaminski) Resolution 17-2020, Resolution Authorizing the Borrowing of not to exceed \$3,915,000, and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor. Roll Call Vote Carried Unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 7:13 p.m.

The next regular meeting of the Village Board will be on Monday, March 6, 2020 at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 18-2020

**CONTRACT WITH CTW CORPORATION IN AN AMOUNT \$114,520, FOR THE
PURPOSES OF WELL #11 MAINTENANCE REHABILITATION AND NOT TO
EXCEED \$205,380 AS IT RELATES TO THE REMOVAL OF THE PUMP**

WHEREAS, the Village of Germantown will contract for the maintenance rehabilitation of Well #11; and,

WHEREAS, the Public Works Committee met on March 3rd, 2020 and recommended authorization to contract CTW Corporation, in the amount of \$114,520.00 and not to exceed \$205,380.00 as it relates to the removal of the pump to be evaluated for reuse and rebuilding; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with CTW Corporation in the amount of \$114,520.00 and not to exceed \$205,380.00 for the maintenance rehabilitation of the Well #11 pump.

Introduced by: _____

Adopted: March 16, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: March 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Well #11 Maintenance Rehab

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

Well #11 located at N112W13575 Mequon Rd. is undergoing a full maintenance rehab. We will be pulling the pump, welded column pipe, cathodic protection, televising the cased region and bore hole. We will then be scrubbing and cleaning the casing and bore hole. Internal staff and other mechanical services will be working in concert as we repair/replace items that have passed their service life. Once the pump is pulled it will be evaluated for reuse and rebuilding. If it can't be reused, we will purchase a new one. The pump will be reinstalled with the existing column pipe that was salvaged. Any components in the reassembly process that need replacing will be at the supplemental bid schedule price.

Since this is considered as maintenance on the existing Well, three well contractors were solicited for bids, which were publicly opened on February 26, 2020. The proposals from the contractors submitting complete bids are as follows:

- Municipal Well & Pump: **\$154,220.00**
- CTW Corporation: **\$114,520.00**

- Ground Source: **This bid was not complete and therefore ruled as non-responsive due to no acknowledgement of the addendum.**

In addition; as a part of the bid, staff included a Supplemental Section in the bid to address items that may not be reusable, and which cannot be determined as reusable until the Well is pulled. This section totals \$90,860.00.

Staff has reviewed the bids and recommends the contract be awarded to CTW Corporation.

The start date of this project will be postponed to the fall of 2020 due to continuing work on the Northeast Interceptor project on the Well Site, budgeting and post high water demand time of year.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

The Public Works and Highway Committee recommended awarding the contract to CTW Corporation in the amount of \$114,520.00, in addition staff requested the full amount of the Supplemental Part B bid schedule, in the amount of \$90,860.00, be included in the recommendation for award. Therefore, the total amount requested for award is \$205,380.00.

The amount will come out of the maintenance Account #50-722-530-6300

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. 19-2020

DHEINSVILLE PARK PAVILION PROJECT FUNDING AGREEMENT

WHEREAS, the Village of Germantown will enter into a funding agreement for the Dheinsville Park Pavilion; and,

WHEREAS, the Public Works Committee met on March 3rd, 2020 and recommended approval of the funding agreement with the Village of Germantown (\$150,000.00), Historical Society (\$255,000.00) and Tourism Commission (\$166,000.00), for the total amount of \$571,000.00 as it relates to the Dheinsville Park Pavilion; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the funding agreement with the Village of Germantown, Historical Society and Tourism Commission for the total amount of \$571,000.00 as it relates to the Dheinsville Park Pavilion;

Introduced by: _____

Adopted: March 16, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**DHEINSVILLE PARK PAVILION FUNDING AGREEMENT
BETWEEN GERMANTOWN HISTORICAL SOCIETY, INC.
AND THE VILLAGE OF GERMANTOWN**

THIS FUNDING AGREEMENT ("Agreement"), made as of the ____ day of March, 2020, by and between Germantown Historical Society, Inc. ("GHS"), a Wisconsin corporate entity, and the Village of Germantown ("Village"), a Wisconsin municipal corporation (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, GHS desires to construct a pavilion at Dheinsville Park and has raised funds sufficient to pay for a portion of the design and construction of the pavilion (the "Project"); and

WHEREAS, the Village has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the Village and the residents of the Village; and

WHEREAS, the Village does not have funds sufficient to construct the Project in a time and manner that would otherwise support GHS and its use of Dheinsville Park for events;

THEREFORE, for the consideration of the mutual promises made by the parties to this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. This Agreement becomes effective immediately upon signature by both parties and shall end when the Village receives final payment from GHS; or when this Agreement is otherwise terminated as set forth herein.

2. The Village will cause the Project to be constructed in accordance with the terms of this Agreement, the approved plans, and all local, state and federal laws, ordinances, approvals, licenses, and regulations, except for minor changes to the plans as may be approved by Village staff which will not have a material adverse effect on the Project. The Village is solely responsible for planning, design, construction and maintenance of the Project, including the selection and payment of consultants, contractors, and materials. Construction shall be completed not later than August 31, 2020.

3. After the Project is completed, the Village shall have responsibility for the use and maintenance of the Project consistent with its use and maintenance policies in place for all other similar park structures.

4. GHS shall make a minimum of contribution to the cost of the Project of \$255,923.00 (the "GHS Contribution"), to be payable to the Village as follows:

a. An initial minimum payment of \$200,000.00 shall be made not later than May 31, 2020.

b. Thereafter, commencing on January 1, 2021, GHS shall pay to the Village a minimum of \$5,000.00 a year each year for up to 10 years; except that on January 1, 2031, GHS shall pay to the Village any remaining balance of the GHS Contribution.

5. The Village recognizes that GHS has raised some of the GHS Contribution utilizing the sale of naming rights for the Project. GHS shall provide the Village with a list of all naming rights sold for approval by the Village Administrator, which approval shall not be unreasonably withheld.

6. The Village shall identify GHS as a funder in informational literature and signage.

ARTICLE II DEFAULT AND REMEDIES

7. The occurrence of any one or more of the following events shall constitute a default ("Default") under this Agreement.

a. GHS shall fail to pay any amounts due under this Agreement on or before ten days following the date when the Village delivers written notice thereof; or

b. Except as provided for in (a), GHS or the Village shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

c. Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

d. GHS shall: (i) become insolvent or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States

Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed under 11 U.S.C. § 303(j) for a period of ninety (90) days or GHS shall file an answer to such a petition or application, admitting the material allegations thereof, unless the GHS within 90 days of this filing of the petition provides evidence of solvency satisfactory to the Village; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, unless the GHS within 90 days of this filing of the petition provides evidence of solvency satisfactory to the Village, or have a receiver or custodian appointed for any of its assets or properties, with or without consent; or (vi) adopt a plan of complete liquidation of its assets; or

e. If GHS shall cease to exist; or

8. Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

9. GHS shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the Village's rights against GHS under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving GHS. Any and all such fees, costs and expenses incurred by the Village which are to be paid by the GHS, shall be paid by GHS to the Village within 90 days following delivery of invoices documenting the costs.

10. In addition, upon a default by GHS, the Village shall have the option, in its sole discretion, to terminate the Agreement and the construction of the Project; and upon such termination to seek recovery from GHS of all costs and expenses involved in terminating the construction contract including any penalties. After construction, upon a default by GHS, the Village shall have the right, in addition to all other available remedies available under the law, to prohibit GHS's use of Village facilities including Dheinsville Park and the Project.

ARTICLE III MISCELLANEOUS PROVISIONS

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

12. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

13. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

14. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

15. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

16. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

17. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Washington County.

18. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

- a. In the case of GHS is addressed to or delivered personally to:

Jeff Dhein
Germantown Historical Society, Inc.
PO Box 31
Germantown, WI 53022

- b. In the case of Village is addressed to or delivered personally to:

Mr. Steven R. Kreklow, Administrator
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022

With a Copy to:

Mr. Brian C. Sajdak, Village Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

19. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by Village with respect to obligations of Village under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

20. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

[Signatures appear on the following pages]

VILLAGE OF GERMANTOWN,

Dated: _____

BY: _____
Dean Wolter, President

ATTEST:

BY: _____
Deanna Braunschweig, Clerk

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of March, 2020, the above-named Dean Wolter and Deanna Braunschweig, in their capacity as President and Clerk of Village of Germantown, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipal corporation, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

Approved as to Form:

Brian C. Sajdak, Village Attorney

GERMANTOWN HISTORICAL
SOCIETY, INC.

Dated: _____

BY: _____
Jeff Dhein, President

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of March, 2020, the above-named Jeff Dhein, in his capacity as President of Germantown Historical Society, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 20-2020

**CONTRACT WITH KELLER, INC. IN AN AMOUNT NOT TO EXCEED \$563,633 FOR
THE PURPOSES OF CONSTRUCTION OF THE DHEINSVILLE PARK PAVILION**

WHEREAS, the Village of Germantown will contract for the construction of the Dheinsville Park Pavilion; and,

WHEREAS, the Public Works Committee met on March 3rd, 2020 and recommended authorization to contract Keller, Inc., in the amount of \$563,633.00 as it relates to the construction of the Dheinsville Park Pavilion; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with Keller, Inc. in the amount of \$563,633.00 for the construction of the Dheinsville Park Pavilion.

Introduced by: _____

Adopted: March 16, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
AND VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: March 3, 2020 & March 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Dheinsville Park-Pavilion

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

SUMMARY EXPLANATION:

The Village of Germantown advertised and received three (3) complete bids on December 18, 2019 for the construction of the Dheinsville Park- Pavilion. The original estimate furnished by the Historical Society was \$320,000.00. The low bid was submitted by Keller, Inc in an amount of \$563,633.00. The summary of the bid results are as follows:

- | | |
|---------------------------|--------------|
| 1) Keller, Inc: | \$563,633.00 |
| 2) Cardinal Construction: | \$576,000.00 |
| 3) Selzer-Ornst, Inc | \$590,800.00 |

A fourth bid was received but not recognized as a responsive bidder due to an incomplete bid document.

After review of the bids the Director of Public Works recommends award of the bid to Keller, Inc. Also, Keller, Inc has previously agreed to extend their bid for 120 days from the date of opening in an effort of cooperation with the Village of Germantown.

Full funding for the project is available based on contribution from the Village of Germantown, the Tourism Commission and the Historical Society of Germantown.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER ____

NONE

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the awarding of the Dheinsville Park-Pavilion project to Keller, Inc in the amount of \$563,633.00 and recommends forwarding with a positive recommendation to the Village Board.

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. 21-2020

**AUTHORIZATION OF HOLY HILL ROAD TRAFFIC IMPACT ANALYSIS
(COOPERATIVE AGREEMENT)**

WHEREAS, the Village of Germantown will enter into a cooperative agreement for the Holy Hill Road Traffic Impact Analysis; and,

WHEREAS, the Public Works Committee met on March 3rd, 2020 and recommended approval of the Holy Hill Road Traffic Impact Analysis Cooperative Agreement with the Village of Germantown (\$7,250.00), Village of Richfield (\$7,250.00), Washington County Highway Department (\$7,250.00) and a private individual amount of (\$7,250.00) to be collected by the Village of Richfield, for a total agreed amount of \$29,000.00 as it relates to the Holy Hill Road Traffic Impact Analysis Cooperative Agreement; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the Holy Hill Road Traffic Impact Analysis (Cooperative Agreement) with the Village of Germantown, Village of Richfield and Washington County Highway Department for the total amount of \$29,000.00 as it relates to the Holy Hill Road Traffic Impact Analysis Cooperative Agreement.

Introduced by: _____

Adopted: March 16, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
AND VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: March 3, 2020 & March 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Holy Hill Road Area Traffic Impact Analysis (a Cooperative Agreement)

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

SUMMARY EXPLANATION:

When understanding the existing, planned and potential development along Holy Hill Road and the I-41 ramps in the Villages of Germantown and Richfield the WisDOT has requested that a WisDOT TIA (Traffic Impact Analysis) be conducted for this Holy Hill Road corridor. The Village of Germantown has taken the lead on this traffic study which will also include partnering with Washington County Highway Department, the Village of Richfield and a private property owner in the Village of Richfield. The cost of the TIA is \$29,000.00 and will be evenly distributed among the four (4) partnering entities.

The individual cost to each group is \$7,250.00 with the Village of Richfield responsible for the payment from the private property owner.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __X__

- TIA Cost Sharing Agreement

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the request to enter into a Cost Sharing Agreement with the Village of Richfield and Washington County with an individual amount of \$7,250.00 and recommends forwarding with a positive recommendation to the Village Board.

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. 22-2020

**CONTRACT WITH TRAFFIC ANALYSIS & DESIGN INC (TADI) IN THE
AMOUNT NOT TO EXCEED \$29,000 FOR THE HOLY HILL ROAD
TRAFFIC IMPACT ANALYSIS**

WHEREAS, the Village of Germantown will contract for the Holy Hill Road Traffic Impact Analysis; and,

WHEREAS, the Public Works Committee met on March 3rd, 2020 and recommended authorization to contract Traffic Analysis & Design, Inc. in the amount of \$29,000.00 as it relates to the Holy Hill Road Traffic Impact Analysis and Design; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with Traffic Analysis & Design, Inc. in the amount of \$29,000.00 for the Holy Hill Road Traffic Impact Analysis and Design.

Introduced by: _____

Adopted: March 16, 2020 _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Contract with TADI for Holy Hill Road Traffic Impact Analysis

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

SUMMARY EXPLANATION:

When understanding the existing, planned and potential development along Holy Hill Road and the I-41 ramps in the Villages of Germantown and Richfield the WisDOT has requested that a WisDOT TIA (Traffic Impact Analysis) be conducted for this Holy Hill Road corridor. The Village of Germantown has taken the lead on this traffic study which will also include partnering with Washington County Highway Department, the Village of Richfield and a private property owner in the Village of Richfield. The cost of the TIA is \$29,000.00 and will be evenly distributed among the four (4) partnering entities.

The individual cost to each group is \$7,250.00.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __X__

- TIA proposal from TADI

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the request to enter into a contract with TADI in the amount of \$29,000.00 and recommends forwarding with a positive recommendation to the Village Board.

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.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **Village of Germantown (Client)** and **Traffic Analysis & Design, Inc. (Engineer)**, based upon Client's intention to conduct a WisDOT TIA for the STH 167/Holy Hill Road corridor and the I-41 ramps in the Villages of Germantown and Richfield, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Additional invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.

9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.

11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337
Attn: Mr. Lawrence W. Ratayczak, P.E.

Engineer: Traffic Analysis & Design, Inc.
P.O. Box 128
Cedarburg, WI 53012
Attn: Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of February 17, 2020.

Village of Germantown (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 
John A. Bieberitz, P.E., PTOE

Date: 2/17/2020

ATTACHMENT A

SCOPE OF SERVICES

Engineer will prepare a WisDOT TIA from the 2017 Kwik Trip TIA (west of 41) and the 2019 Germantown TIA (east of 41) previously conducted by the Engineer for WisDOT acceptance/approval. As required by WisDOT, this will include an analysis with updated traffic counts (now that Kwik Trip is open and several businesses along Gateway Crossing are open/operational) and two buildout phases to determine both the initial build and ultimate buildout conditions and recommended improvements for each scenario.

WisDOT TIA Process

The scope for this TIA will build off of the previously completed Richfield and Germantown TIAs by the Engineer, but with modifications to the development plans (trip generation) and modifications to access (trip assignment), updated traffic counts and WisDOT traffic projections, resulting in changes to the total traffic assignment, intersection traffic control, and potentially changes to intersection geometrics. The study will consist of analysis of the existing Year 2020 conditions, Year 2025 conditions with the initial/planned phase of development buildout, and the Year 2035 conditions with the full/ultimate development buildout. As required by WisDOT, the study will be conducted per the current WisDOT TIA Guidelines for a Full TIA.

As required by WisDOT, the eight (8) study area intersections will consist of:

1. STH 167 with STH 175 (roundabout)
2. STH 167 with Wolf Road
3. STH 167 with the new public street to the north/Kwik Trip Access (signalized)
4. STH 167 with the I-41 southbound ramps
5. STH 167 with the I-41 northbound ramps
6. STH 167/Holy Hill Road with 48th Street
7. Holy Hill Road with Gateway Crossing
8. Holy Hill Road with Goldendale Road

The submittal will consist of a WisDOT TIA report with exhibits illustrating the updated traffic counts, level of service operations, trip generation, trip distribution, site plan(s), text, analysis procedures, signal warrant analyses, ICE analysis, recommendations, and conclusions with appendix of all intersection capacity calculations.

Task 1 - Data Collection

Due to the recent development and modifications along the STH 167/Holy Hill Road corridor, as required by WisDOT, Engineer will conduct current traffic turning movement counts at the following study area intersections for the following time periods.

- STH 167 with STH 175 (roundabout) – weekday 6 AM to 9 AM and 3 PM to 6 PM
- STH 167 with Wolf Road – weekday 6 AM to 9 AM and 3 PM to 6 PM
- STH 167 with the new public street to the north/Kwik Trip Access (signalized) – weekday 6 AM to 9 AM and 3 PM to 6 PM
- STH 167 with the I-41 southbound ramps – weekday 6 AM to 7 PM
- STH 167 with the I-41 northbound ramps – weekday 6 AM to 7 PM
- STH 167/Holy Hill Road with 48th Street – weekday 6 AM to 7 PM
- Holy Hill Road with Gateway Crossing – weekday 6 AM to 9 AM and 3 PM to 6 PM
- Holy Hill Road with Goldendale Road – weekday 6 AM to 7 PM

The traffic turning movement counts will be conducted to WisDOT standards with automobiles, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis. Engineer will submit the traffic count data to WisDOT for development of the traffic projections for Year 2025 and 2035.

Engineer will coordinate with the Villages of Germantown and Richfield to obtain updated development plans for the study area. The development plans are expected to include locations, land use, square footage for both the initial phase of development and the full/ultimate buildout scenario.

Task 2 – Traffic Analysis – Year 2025 & 2035

Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by the proposed Initial Build (with the warehouse, commercial and industrial development to the east and west of I-41) based on the trip rates in the ITE Trip Generation Manual. Engineer will estimate the volume of traffic expected to be generated by the proposed full/ultimate build development (with the remaining areas for development for commercial, industrial and residential development to the west up to STH 175 and to the east extending to the east of Goldendale Road) based on the trip rates in the ITE Trip Generation Manual.

Traffic will be generated for the weekday daily, weekday AM and PM peak hours. The traffic generated will be distributed to the study area intersections based on the existing traffic patterns and expected future patterns. Engineer will assign the revised development traffic to the study area intersections for the weekday AM peak hour, PM peak hour and the 6 AM to 7 PM time period at the ramps and 48th Street.

Engineer will compile the balanced traffic count data, trip generation, distribution, and assignment in a WisDOT TIA Initial Review report and will submit the report to WisDOT and the Villages of Germantown and Richfield for review and approval.

If WisDOT requires additional intersections to be analyzed, additional time periods to be analyzed, additional scenarios to be analyzed, revised traffic assignment analysis, or additional analysis years to be analyzed, it will be considered additional work and will require a supplemental agreement.

Traffic Operational Analysis – Year 2025

Engineer will revise the traffic generation and traffic assignment, if needed, based on WisDOT comments of the TIA Initial Review. Engineer will utilize the traffic projection percentages/growth rates from the WisDOT traffic forecasts to determine the Year 2025 projections and will add-in traffic to the study area intersections expected to be generated from the initial buildout of the development to develop the Year 2025 Build traffic volumes

Engineer will analyze the eight (8) study area intersections previously described for the typical weekday AM and PM peak hours for the following scenarios:

1. Existing conditions with the updated traffic counts (for a basis of comparison)
2. Year 2025 Build conditions (with the initial phase of development) without additional intersection/signal improvements.
3. Year 2025 Build conditions with additional improvements as needed to achieve LOS D or better conditions for all traffic movements.

Engineer will make recommendations on intersection geometrics, turn bay length extensions and other improvements such as traffic control modifications required to provide LOS 'D' or better for all traffic movements at the study area intersections.

Engineer will conduct a WisDOT traffic signal warrant analysis and WisDOT ICE analysis for the STH 167/Holy Hill Road intersections with the I-41 ramps and 48th Street to determine the optimum traffic control for the intersections (2-way stop, 4-way stop, or traffic signal). For the traffic signal warrant analysis, Engineer will utilize the existing conditions and the Year 2025 Build Conditions data (existing traffic with the development traffic) and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Traffic Operational Analysis – Year 2035

Engineer will utilize the traffic projection percentages/growth rates from the WisDOT traffic forecasts to determine the Year 2035 projections and will add-in traffic to the study area intersections expected to be generated from the full buildout of the development to develop the Year 2035 Total Build traffic volumes.

Engineer will analyze the eight (8) study area intersections previously described, plus an additional two intersections of Richfield Pkwy & Pleasant View Road and Holy Hill Road & Development access driveway east of Goldendale Road, for the typical Year 2035 weekday AM and PM peak hours for the following scenarios:

1. Year 2035 Background Conditions (traffic projections without any additional development) with and without improvements for the eight study area intersections
2. Year 2035 Total Build Conditions (Year 2035 Background Conditions with the proposed full/ultimate development buildout) without additional improvements above and beyond the Year 2025 recommended improvements for the ten study area intersections
3. Year 2035 Total Build Conditions with additional improvements above and beyond the Year 2025 Build Condition improvements, if needed.

Engineer will make recommendations on intersection geometrics, traffic signalization, channelization, and other improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections.

If signal warrants were not met for existing or Year 2025 Build Conditions, Engineer will conduct a WisDOT traffic signal warrant analysis and WisDOT ICE analysis for the Year 2035 Total Build Conditions for the STH 167/Holy Hill Road intersections with the I-41 ramps and 48th Street to determine the optimum traffic control for the intersections (2-way stop, 4-way stop, or traffic signal). For the traffic signal warrant analysis, Engineer will utilize the Year 2035 Total Build Conditions and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Task 3 – Report

A "draft" Updated TIA report/ICE analysis report, prepared per the WisDOT TIA Guidelines for a Full TIA, documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The report will include text, tables and exhibits. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit final copies to the Villages of Germantown, Richfield and WisDOT.

Task 4 - Meetings

No meetings are included in the base scope of this contract. If a meeting or meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

SCHEDULE

Engineer will submit a WisDOT TIA Initial Review within three weeks after receiving authorization to proceed and the proposed development plans for initial build and full build conditions. Engineer will submit a draft Full TIA report to the Client within three weeks of receiving comment on the TIA Initial Review and the WisDOT traffic projections. Engineer will finalize the report and submit final copies to the Client within two days of receiving comments from the Client.

Should Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

COMPENSATION

For the services described above, Client shall pay Engineer the lump sum fee of Twenty-Nine Thousand Dollars (\$29,000.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 23-2020

ESTABLISHING 2020 VILLAGE LABOR AND EQUIPMENT RATES

WHEREAS, the Village of Germantown may be requested for personnel or equipment to assist in a project that staff prepares a list of rates to be charged for labor and equipment; and,

WHEREAS, the Public Works Committee met on March 3rd, 2020 and recommended approval of the 2020 Village Labor and Equipment Rates; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Labor and Equipment Rates.

Introduced by: _____

Adopted: March 16, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE AND VILLAGE
BOARD GERMANTOWN, WI**

MEETING DATE: March 3, 2020 & March 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Village Labor & Equipment Rates - 2020

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

SUMMARY EXPLANATION:

As the Village may be requested for personnel or equipment to assist in a project, staff typically prepares a list of rates to be charged for labor and equipment. For 2020 staff is recommending a 2.5% rate increase for labor and a 3% rate increase for equipment.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Proposed Labor and Equipment Rates for 2020.

RECOMMENDATION:

Staff recommends that the Public Works Committee forward on to the Village Board with a positive recommendation for approval.

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.

LABOR RATES -- 2020

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Director of Public Works	\$75.12	\$78.54	\$80.50
Village Engineer	\$63.29	\$66.17	\$67.83
Project Engineer	\$54.52	\$57.00	\$58.42
Engineer Tech III / Land Surveyor	\$47.83	\$50.00	\$51.25
Land Surveyor/Survey Crew w/Robot	\$139.06	\$145.38	\$149.02
Highway Superintendent	\$54.19	\$56.66	\$58.07
Zoning Administrator/Planner	\$61.57	\$64.37	\$65.98
Civil Engineer	\$40.36	\$42.20	\$43.25
Record Drawing Documentation Preparation	\$48.00	\$50.19	\$51.44
Construction Inspection	\$48.00	\$50.19	\$51.44
Highway Maintenance Worker II	\$45.46	\$47.53	\$48.72
Highway Operators (Traffic Signals)	\$52.79	\$55.19	\$56.57
Water Superintendent	\$54.19	\$56.66	\$58.07
Waste Water Superintendent	\$54.19	\$56.66	\$58.07
Utility Operator	\$46.64	\$48.77	\$49.99
Clerical	\$36.77	\$38.44	\$39.41

NOTE: 2020 rates reflect a 2.5% increase to the 2019 wages.

EQUIPMENT RATES -- 2020

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Cruz-Air	\$65.99	\$70.01	\$72.11
Case Backhoe & Loader	\$38.95	\$41.33	\$42.57
Michigan Loader	\$49.78	\$52.81	\$54.40
Case/John Deer Loader/Snow Plow	\$84.41	\$89.55	\$92.24
Case/John Deer Loader/Snow Blower	\$114.70	\$121.69	\$125.34
Single Axle Dump Truck (5yd)	\$35.71	\$37.88	\$39.02
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$57.35	\$60.84	\$62.67
Tandem Axle Dump Truck	\$47.62	\$50.52	\$52.03
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$70.34	\$74.62	\$76.86
Quad Axle Dump Truck	\$85.00	\$87.55	\$90.18
1-Ton Patrol Truck (2-3 yd)	\$27.06	\$28.71	\$29.57
1-Ton Truck w/Plow	\$33.55	\$35.59	\$36.66
Truck w/Water Jetter w/Aux. Power Unit	\$54.11	\$57.40	\$59.12
Aerial Lift Truck	\$67.09	\$71.18	\$73.32
3500- Truck w/ Utility Box & Crane		\$65.00	\$65.00
Pickup Truck	\$21.10	\$22.39	\$23.06
Pickup Truck w/Plow	\$30.30	\$32.15	\$33.11
Self Propelled Vibrating Roller	\$41.12	\$43.62	\$44.93
Self Propelled Non-Vibratory Roller	\$37.87	\$40.18	\$41.38
185 cfm Air Compressor (Portable)	\$30.30	\$32.15	\$33.11
Street Sweeper 40 Hp w/Front Mounted Broom	\$40.04	\$42.47	\$43.75
Vacuum Sweeper	\$88.73	\$94.14	\$96.96
Vac All	\$93.06	\$98.73	\$101.69
Sewer line Televising Truck	\$125.53	\$133.17	\$137.17
Combination Sewer Machine (pipe jetter & vac)	\$151.49	\$160.72	\$165.54
Mini Excavator	\$53.05	\$56.28	\$57.96
Skid Steer Loader w/Bucket	\$34.63	\$36.74	\$37.84
Skid Steer Loader w/Snow Blower/Broom	\$37.87	\$40.18	\$41.38
20" Enclosed Trailer		\$15.00	\$15.00
REX Valve Turner		\$83.00	\$83.00
10' Utility Trailer		\$12.00	\$12.00
Tar Kettle	\$36.79	\$39.03	\$40.20
Motorized Mower (24" & Under)	\$14.35	\$15.22	\$15.68
Motorized Mower (25"-47")	\$20.02	\$21.24	\$21.88
Motorized Mower (48" & larger)	\$23.27	\$24.68	\$25.43
Tractor w/Sickle or Flail Mower	\$49.78	\$52.81	\$54.40

Chain Saw	\$13.27	\$14.07	\$14.50
Hydraulic Saw	\$13.27	\$14.07	\$14.50
Hydraulic Pruner	\$13.27	\$14.07	\$14.50
Chipper	\$43.28	\$45.92	\$47.29
Generator (225 Kw)	\$61.68	\$65.43	\$67.40
Generator (Under 10 Kw)	\$27.06	\$28.71	\$29.57
Trailer Mounted Vacuum Excavator & Valve Turner	\$90.90	\$96.43	\$99.33
6 " Pump/Hose	\$33.55	\$35.59	\$36.66
4" Pump/Hose	\$28.14	\$29.85	\$30.75
3" Pump/Hose	\$23.27	\$24.68	\$25.43
Barricades-----DAILY COST	\$3.24	\$3.44	\$3.55
Traffic Control Signs-----DAILY COST	\$1.63	\$1.73	\$1.78
NOTE: 2020 rates reflect a 3% increase of 2019 rates			

From: [Janice Wick](#)
To: [Deanna Braunschweig](#)
Subject: Public Works Committee Agenda Items for Village Board 3-17-2020
Date: Tuesday, March 10, 2020 3:59:50 PM
Attachments: [RESOLUTIONS -Feb. 17, 2020.docx](#)

CONSENT AGENDA:

WELL #11 – PUMP CONTRACT:

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to contract CTW Corporation in the amount of \$114,520.00 for the Well #11 maintenance rehabilitation of the pump and, authorization for an additional \$90,860 included in Supplemental Section Part B to address items that may not be reusable for a total award amount of \$205,380.00. Funds to be allocated from Acct. #50-722-530-6300.

Motion carried unanimously.

HISTORICAL SOCIETY FUNDING AGREEMENT – DHEINSVILLE PARK PAVILION:

MOTION made by Kaminski, seconded by Warren to forward to the Village Board with a positive recommendation to approve entering into a Funding Agreement with the Historical Society for the purpose of the construction of the Dheinsville Park Pavilion and upon Village Attorney review.

Motion carried unanimously.

DHEINSVILL PARK – PAVILION:

MOTION made by Warren, seconded by Kaminski to forward to the Village Board with a positive recommendation to contract Keller, Inc. in the amount of \$563,633.00 for the Dheinsville Park Pavilion project.

Motion carried unanimously.

HOLY HILL ROAD TRAFFIC IMPACT ANALYSIS (COOPERATIVE AGREEMENT):

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to approve the request to enter into a Cost Sharing Agreement with the Village of Richfield, Washington County, and a private individual for an individual amount of \$7,250.00 for the Holy Hill Road Traffic Impact Analysis.

Motion carried unanimously.

CONTRACT WITH TADI FOR HOLY HILL TRAFFIC IMPACT ANALYSIS:

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to approve the request to enter into a contract with Traffic Analysis & Design Inc. (TADI) in the amount of \$29,000 for the Holy Hill Traffic Impact Analysis.

Motion carried unanimously.

VILLAGE LABOR & EQUIPMENT RATES:

MOTION made by Warren, seconded by Hughes to forward to the Village Board with a positive recommendation to approve the 2020 Village Labor and Equipment Rates as presented by staff.

Motion carried unanimously.

-

Regards,

Janice

DPW/Engr.

Village of Germantown

262-250-4721

VILLAGE OF GERMANTOWN

OFFICIAL NOTICE

PROPOSED RESOLUTION VACATING A RIGHT OF WAY

On Monday, March 16, 2020, at 7 p.m. or as soon thereafter, as the matter may be heard, The Village Board of the Village of Germantown, will address a proposed Resolution Discontinuing the 66' Public Road Right of Way Reservation shown on CSM No. 455.

The requested discontinuance is requested by Waste Management of Wisconsin. The area to be vacated is located adjacent to the east property line of the existing Waste Management Facility at N96W13840 County Line Road.

At the Village Board meeting all persons will be afforded an opportunity to be heard during the "Citizen Input/ Public Appearance" section of the Village Board Meeting where they can be heard in regard to discontinuing the right of way. Written comments may be delivered to the Village Clerk at the Germantown Village Hall, N112W17001 Mequon Road, Germantown WI or before the Village Board Meeting.

A copy of the map and proposed resolution are on file and available for inspection at the Village Clerk's Office during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday or on the Village's website under legal notices <http://www.village.germantown.wi.us/>.

Deanna Braunschweig
Village Clerk
Published on February 12, 2020
February 19, 2020 and February 26, 2020.



Village of Germantown GIS

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 132'

Print Date: 2/4/2020

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 08-2020

AN INITIAL RESOLUTION FOR THE DISCONTINUANCE OF A PORTION OF THE 66
FOOT PUBLIC ROAD DEDICATION SHOWN ON CSM NO. 455 LOCATED NORTH OF
COUNTY LINE ROAD APPROXIMATELY 640 FEET EAST OF FOND DU LAC AVENUE

WHEREAS, Certified Survey Map No. 455 contains a 66-foot wide public road dedication along the eastern property line; and

WHEREAS, Waste Management of Wisconsin, the owner of all land abutting said public road dedication, has petitioned for the vacation of said right-of-way; and

WHEREAS, the Village Board has determined that the public interest requires the discontinuation of the following described right of way which is illustrated in Exhibit A:

All except of southern-most 50-feet of that 66-foot wide right-of-way dedication commencing at the southwest corner of Section 36, thence N 87 54' 53" E on the south line of said Section 36, 781.0 feet to the point of beginning; thence N 02 05' 07" W, 445.89 feet to a point; thence N 87 54' 53" E, 66.0 feet to a point; thence S 02 05' 07" E, 445.89 feet to a point; thence S 87 54' 53" W, 66.0 feet to the point of beginning as originally platted Certified Survey Map No. 455 recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on November 11, 1971, in Volume 2 on Page 362 as Document No. 326687, being located in and part of the Southwest 1/4 of the Southwest 1/4 of Section 36, Town 9 North of Range 20 East, Village of Germantown, Washington County, Wisconsin; and

WHEREAS, the public road right of way which is hereby to be discontinued lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries; and

WHEREAS, Sec. 66.1003 of the Wisconsin Statutes requires a public hearing on any proposed discontinuance not less than 40 days following the introduction of a discontinuance resolution;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin, that the Discontinuance Resolution attached hereto as Exhibit B is hereby introduced as that term is used in Wis. Stat. § 66.1003(4).

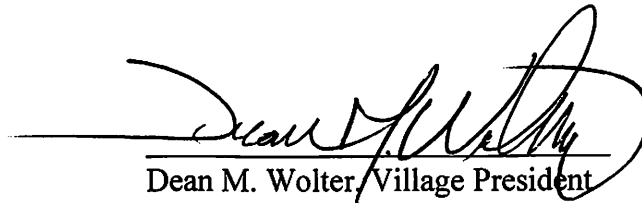
BE IT FURTHER RESOLVED, that a public hearing on the discontinuance resolution is hereby scheduled for March 16, 2020 at 7:00 p.m. or as soon thereafter as the Village Board may hear the matter.

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to deliver a copy of this resolution to the Wisconsin Secretary of Transportation.

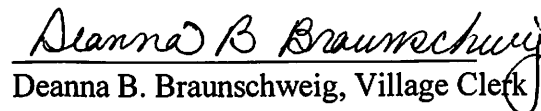
Introduced by Trustee Baum, at the Village Board Meeting of the Village of Germantown on February 3, 2020.

Adopted: February 3, 2020

Vote: Ayes: 9 Nays: 0


Dean M. Wolter, Village President

ATTEST:


Deanna B. Braunschweig, Village Clerk

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

MEETING DATE: February 3, 2020

AGENDA ITEM: Public Hearing and New Business

ITEM TITLE: Resolution 08-20 Introducing the Request to Discontinue the 66' Public Right-of-Way Reservation Shown on CSM No 455

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

SUMMARY EXPLANATION:

The Village was approached by Waste Management having a 66' Public Road Right-of-Way Reservation with a request to Discontinue (Vacate) the Public Road Right-of-Way Reservation. Pursuant to State Statutes the Request was taken to the Plan Commission on September 9, 2019 and received a unanimous vote to Discontinue the 66' wide public street right-of-way reservation.

The next procedural item will be to take the Discontinuance (vacation) of right-of-way to the Village Board for a Hearing. The Hearing requires a Type 3 Notice which is the legal publication of the Notice of Hearing for three (3) consecutive weeks. The first of three advertisements for the Hearing will take place on February 12, 2020. The Hearing will be at a future Village Board meeting.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Resolution

RECOMMENDATION:

Staff recommends that the Village Board approve the Resolution Introducing Discontinuance of the 66' Public Road Right-Of-Way Reservation.

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. 24-2020

A RESOLUTION DISCONTINUING A PORTION OF THE 66 FOOT PUBLIC ROAD
DEDICATION SHOWN ON CSM NO. 455 LOCATED NORTH OF
COUNTY LINE ROAD APPROXIMATELY 640 FEET EAST OF FOND DU LAC AVENUE

WHEREAS, Certified Survey Map No. 455 contains a 66-foot wide public road dedication along the eastern property line; and

WHEREAS, following due notice and publication the Village Board has conducted a public hearing to determine whether it is appropriate to discontinue a portion of the 66-foot public road dedication shown on CSM No. 455 located north of County Line Road approximately 640 feet east of Fond Du Lac Avenue; and

WHEREAS, based upon the materials on file and the comments received at the public hearing, the Village Board has determined that the public interest requires the vacation of the following described right of way which is illustrated in Exhibit A:

All except of southern-most 50-feet of that 66-foot wide right-of-way dedication commencing at the southwest corner of Section 36, thence N 87 54' 53" E on the south line of said Section 36, 781.0 feet to the point of beginning; thence N 02 05' 07" W, 445.89 feet to a point; thence N 87 54' 53" E, 66.0 feet to a point; thence S 02 05' 07" E, 445.89 feet to a point; thence S 87 54' 53" W, 66.0 feet to the point of beginning as originally platted Certified Survey Map No. 455 recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on November 11, 1971, in Volume 2 on Page 362 as Document No. 326687, being located in and part of the Southwest 1/4 of the Southwest 1/4 of Section 36, Town 9 North of Range 20 East, Village of Germantown, Washington County, Wisconsin; and

WHEREAS, the Village Board finds that the public road right of way which is hereby to be discontinued lies within one-quarter mile of a state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin, that the public right-of-way described above and shown on Exhibit A is hereby vacated and discontinued.

BE IT FURTHER RESOLVED that the public road right of way so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the lands which immediately abut thereto, and shall be annexed thereto, free and clear of any right, title or interest in the public as road right of way except for the rights of the public to a public purpose easement for utilities within the vacated area pursuant to the provisions of sections 66.1003 and 66.1005 of the Wisconsin Statutes.

Introduced by Trustee Baum, at the Village Board Meeting of the Village of Germantown on February 3, 2020.

Adopted: March 16, 2020.

Vote: Ayes: ____ Nays: ____

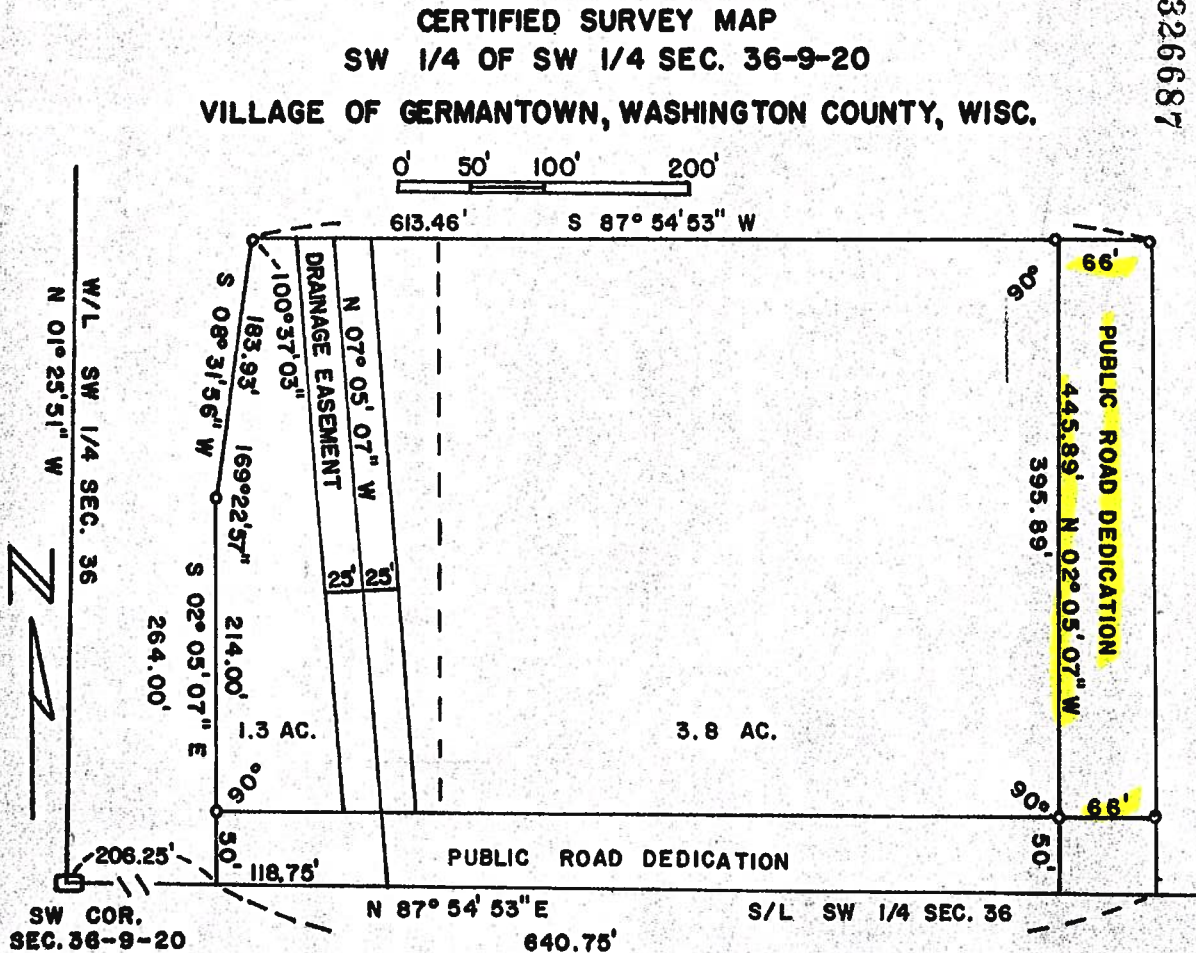
Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

EXHIBIT "A"

326687



o Denotes 3/4" x 36" iron rod, 1.502 lbs./ft.

SCALE 1"=100'

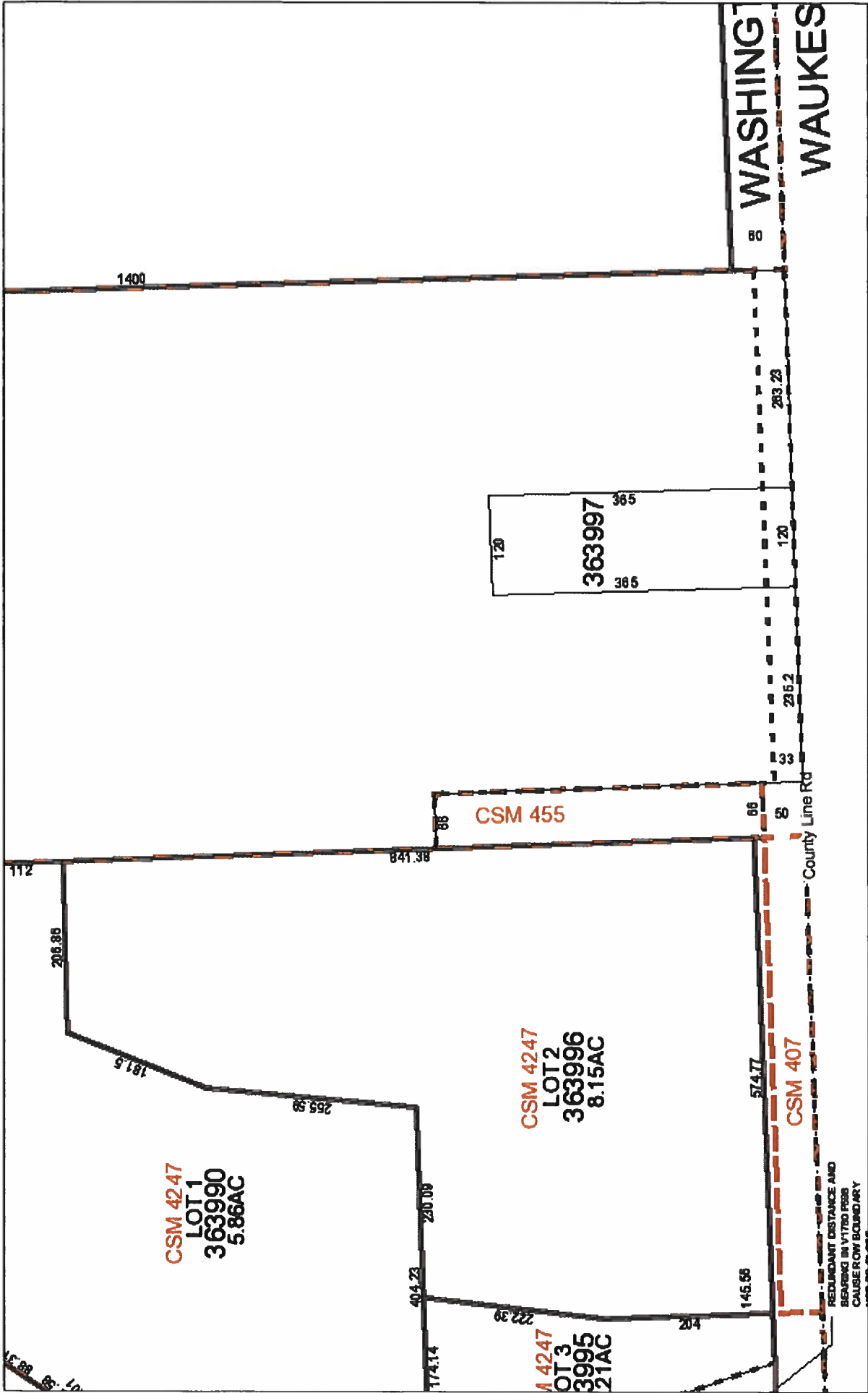
SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
 WASHINGTON COUNTY) SS

I, Robert H. Packee, registered land surveyor, do hereby certify:

That I have surveyed and mapped a part of the SW 1/4 of the SW 1/4 of Section 36 T 9 N, R 20 E, Village of Germantown, Washington County, Wisconsin, bounded and described as follows;

Commencing at the SW corner of said Section 36; thence N 87° 54' 53" E on the south line of said Section 36, 781.00 feet to the point of beginning of this description; thence N 02° 05' 07" W, 445.89 feet to a point; thence N 87° 54' 53" E, 66.0 feet to a point; thence S 02° 05' 07" E, 445.89 feet to a point; thence S 87° 54' 53" W, 66.0 feet to the point of beginning of this description, the entire parcel to be a public road dedication.



January 23, 2020

- Trails
- Public Open Spaces
- Current Parcel

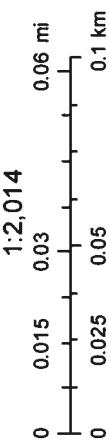
- PLSS Monument
- Road Centerline STH, CTH
- Road Centerline TWN, CVS, PVT
- Landhook

- Meander Line
- PLSS Boundary
- Flat



Lot

1:2,014



Washington County GIS
Washington County

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: March 16, 2020

AGENDA ITEM: New Business **[CERTIFIED SURVEY MAP]**

ITEM TITLE: Steven & Elizabeth Green, Property Owners, are seeking approval of a Certified Survey Map (CSM) to combine two parcels on Main Street and remove a 10' access easement on their property located at N116 W16033 Main Street

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

SUMMARY EXPLANATION:

Steven and Elizabeth Green, property owners, are seeking approval of a Certified Survey Map (CSM) to combine two parcels on Main Street and remove a 10' access easement on their property located at N116 W16033 Main Street.

PLAN COMMISSION RECOMMENDATION:

APPROVE the 2-lot Certified Survey Map land combination for the Steven & Elizabeth Green property located at N116 W16033 Main Street as proposed.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

Plan Commission

March 9, 2020

Page 5

A break was called at 7:43 pm.

The meeting was called back to order at 7:48 pm.

Steven & Elizabeth Green - N116 W16033 & N116 W16011 Main Street. The property owners are seeking approval of a Certified Survey Map to combine two parcels on Main Street and remove a 10' access easement on their property. Planner Retzlaff summarized the proposal.

MOTION Baum second Laszewski to Approve the 2-lot Certified Survey Map land combination for the Steven & Elizabeth Green property located at N116 W16033 Main Street as proposed.

MOTION carried unanimously.

ANNOUNCEMENTS: Planner Retzlaff said there would be a special meeting in a couple weeks with the consultant regarding the future land use plan. Chairman Wolter added that this is an open meeting and residents are invited to join the meeting.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:19 pm.

Respectfully submitted,

Lori Johnson
Planning Assistant

CERTIFIED SURVEY MAP (CSM) APPLICATION

3/9/20 Plan Commission Meeting

Steven & Elizabeth Green

Village Planner Report

Germantown, Wisconsin

Summary

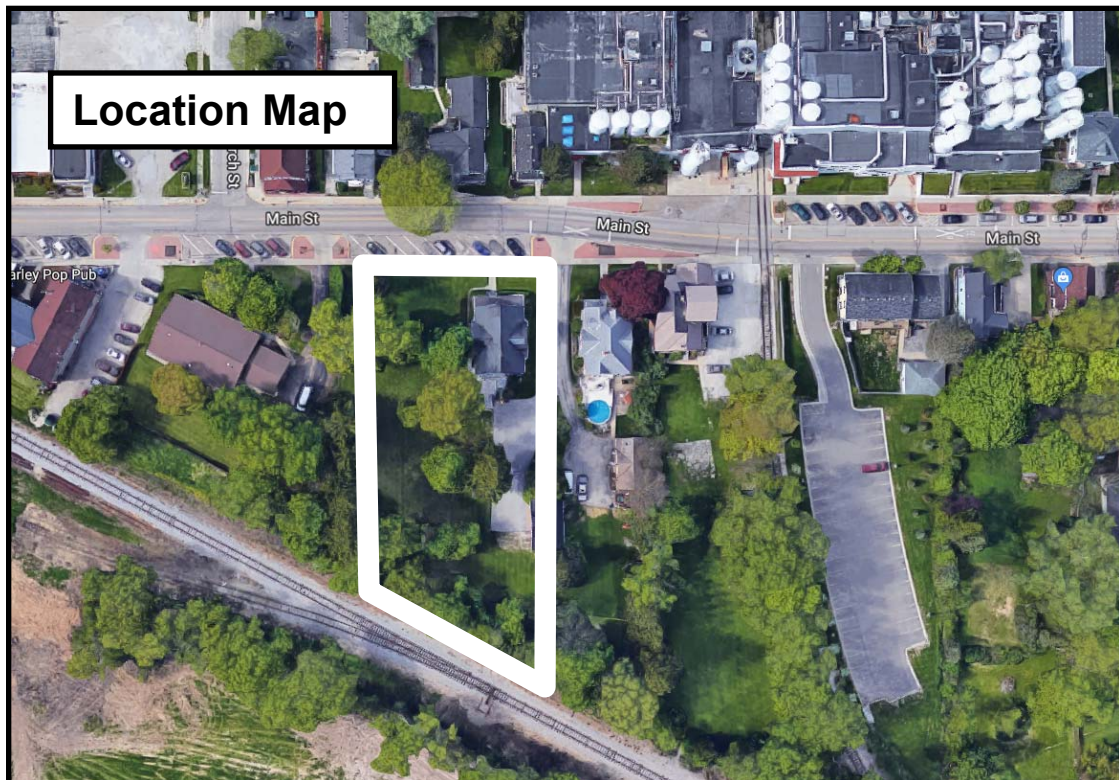
Steven and Elizabeth Green, property owners, are seeking approval of a Certified Survey Map (CSM) to combine two parcels on Main Street and remove a 10' access easement on their property located at N116 W16033 Main Street.

Property Location: N116 W16033 Main Street

**Applicant/
Property Owner:** Steve & Elizabeth Green
N116 W16033 Main Street
Germantown, WI 53022

Current Zoning: B-3: General Business

Adjacent Land Uses		Zoning
North	Industrial	B-3
South	Residential	Rm-2
East	Residential	B-3
West	Residential	B-3



Background/Proposal

Steven and Elizabeth Green, property owners, are seeking approval of a Certified Survey Map (CSM) to combine two parcels on Main Street and remove a 10' access easement on their property located at N116 W16033 Main Street.

Staff Comment

In February, the Green's received Plan Commission approval to construct a 24'x26' (624 sqft) attached garage and a separate 16'x'32 (512 sqft) detached accessory storage building on the property located at N116 W16033 Main Street.

At that time, it was discussed that the Green's own two (2) separate, adjacent parcels on Main Street (see Lots 1 & 2 of CSM#5927 attached). Currently, there is a 10' wide access easement that allows Lot 1 (vacant lot on west) to gain access across Lot 2 (contains existing dwelling). This access easement was created when the original parcel was divided into two separate parcels back in 2002 and eventually owned by separate parties. Since then, the Green's have acquired both parcels and want to combine them. The access easement is no longer needed since the Green's own both parcels, and, they have no intention of developing Lot 1 (vacant west) separately.

In addition to combining the parcels and eliminating the 10' access easement, the proposed CSM includes an access restriction along the Main Street frontage to protect the existing parking stalls along the south side of Main Street in front of the Green property. In hindsight, the Village should have restricted access along Main Street at the time the original CSM (#5927) was approved to protect the integrity of the existing angled parking stalls located along Main Street.

Finally, as was discussed in February, the Green's have prepared a driveway easement agreement (copy attached) that has been proposed to their adjacent neighbor (Kaiser) to address the fact that the existing driveway serving the Green property is located almost entirely on the adjacent property to the east, and, there is not a recorded access easement or agreement that addresses this situation.

NOTE: At the time this report was prepared, it is unknown if the driveway agreement has been signed by both property owners.

As we discussed, because the parcels in this area are relatively narrow, the shared driveway benefits the Green's by allowing more useable yard area along the east side of their dwelling (that would otherwise be taken up by a separate driveway and setback requirement. However, since the Green's agreed to re-position the attached garage doors to the south side of the garage addition, staff recommended and the Plan Commission decided to eliminate the requirement that an easement agreement be recorded as a condition of approval (making the easement agreement optional).

The following conditions were included in the Zoning Permit approval pertaining to the proposed CSM:

-
- 3. The Greens are strongly encouraged to negotiate a shared driveway/easement agreement with the adjacent property owner to clearly establish mutually acceptable terms for the use, improvement and maintenance of the existing shared driveway that straddles their common property line.***
 - 4. The certified survey map (CSM) to combine the two adjacent parcels owned by Green shall be submitted to the Village for review/approval no later than April 1, 2020, and, shall include an access restriction prohibiting driveway access along Main Street in the vicinity of existing parking stalls on Main Street.***

As shown on the proposed CSM, the area subject of the proposed driveway easement agreement has been added to the CSM in anticipation of that agreement being signed and recorded along with the CSM. In the event that an easement agreement is not reached between the two owners, it's likely that the driveway arrangement will continue "as is" with each party having the ability to file a claim with the Washington County Circuit Court seeking a prescriptive easement across the existing driveway to ensure continued use.

Village Planner Recommendation

APPROVE the 2-lot Certified Survey Map land combination for the Steven & Elizabeth Green property located at N116 W16033 Main Street as proposed.



Village of
Germantown
Wisconsin

Fee must accompany application

- ☐ \$2,900 with public improvements
☐ \$1,960 without public improvements

Fee _____ Date 2-11-20

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT
Steven & Elizabeth Green

PROPERTY OWNER

Same

Phone (262) 305-1243

Phone ()

Fax ()

E-Mail sbgreen3@gmail.com

2 PROPERTY ADDRESS OR GENERAL LOCATION
1116 W 16033 Main St - house
1116 W 16011 Main St - lot

TAX KEY NUMBER

GTNV-22402 1003
GTNV-22402 1004

3 PURPOSE OF LAND ~~SPLIT~~

joining of 2 lots

Will the land split require rezoning?

From

To

4 READ AND INITIAL THE FOLLOWING:

SG

I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

SG

I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

SG

I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

SG

I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

5 Steven Green / Elizabeth Green
Applicant Date

Steven Green / Elizabeth Green
Owner Date

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 5927, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5512, BEING A DIVISION OF OUTLOT 9 OF "THE ASSESSOR'S PLAT OF THE VILLAGE OF GERMANTOWN", IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LEGEND

○ - DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)

□ - DENOTES 2.3" STEEL PIPE FOUND

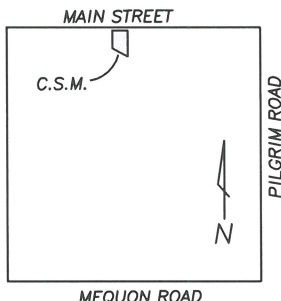
⊙ - DENOTES 1" MAG NAIL (SET)

● - DENOTES 3/4" STEEL REBAR FOUND

() - DENOTES ALSO RECORDED AS DIRECTION OR DISTANCE

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NORTH LINE OF THE SE. 1/4 OF SECTION 22-9-20, WHICH BEARS S88°37'57"W)

OWNERS:
STEVEN M. GREEN AND
ELIZABETH A. GREEN
N116 W16033 MAIN STREET
GERMANTOWN, WI 53022

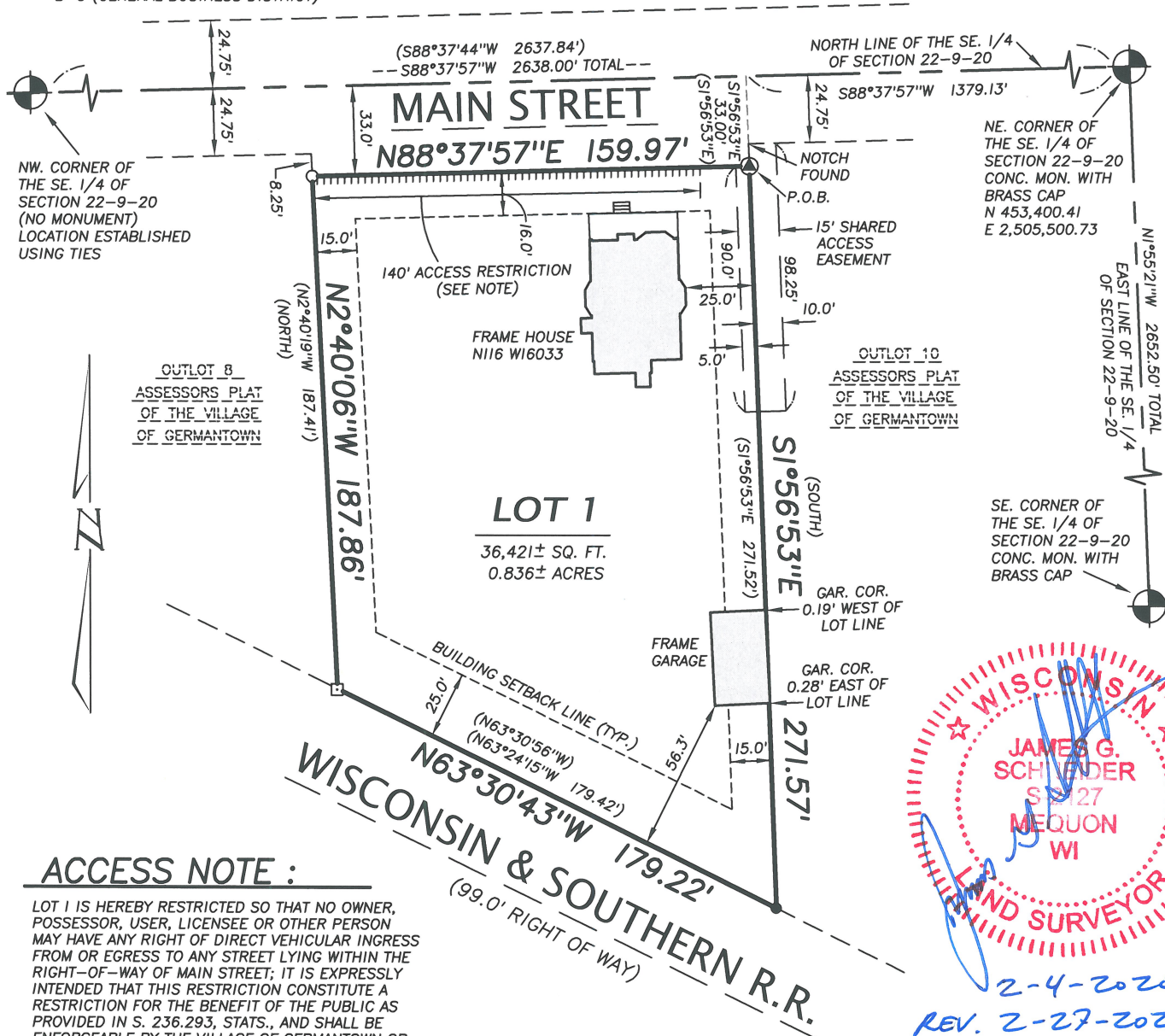


LOCATION MAP

SOUTHEAST 1/4 SEC. 22-9-20
(SCALE 1"=2000')

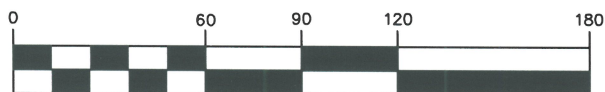
NOTES:

1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED B-3 (GENERAL BUSINESS DISTRICT)



ACCESS NOTE:

LOT 1 IS HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS FROM OR EGRESS TO ANY STREET LYING WITHIN THE RIGHT-OF-WAY OF MAIN STREET; IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S. 236.293, STATS., AND SHALL BE ENFORCEABLE BY THE VILLAGE OF GERMANTOWN OR ITS ASSIGNS.



SCALE 1" = 60'



NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 5927, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5512, BEING A DIVISION OF OUTLOT 9 OF "THE ASSESSOR'S PLAT OF THE VILLAGE OF GERMANTOWN", IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

A redivision of Certified Survey Map No. 5927, being a redivision of Certified Survey Map No. 5512, being a division of Outlot 9 of "The Assessor's Plat of the Village of Germantown", in the Northwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

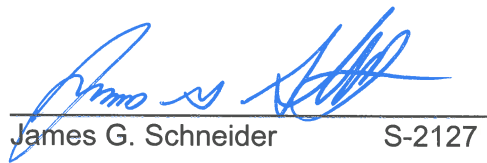
Commencing at the Northeast corner of the Southeast 1/4 of said Section 22; thence S88°37'57"W along the North line of said 1/4 Section, 1379.13 feet; thence S1°56'53"E, 33.00 feet to a point in the Southerly right-of-way line of Main Street, said point being the point of beginning of the lands to be described; thence continuing S1°56'53"E, 271.57 feet to a point in the Northerly right-of-way line of the Wisconsin & Southern Railroad; thence N63°30'43"W along said right-of-way line, 179.22 feet; thence N2°40'06"W, 187.86 feet to a point in the Southerly right-of-way line of Main Street; thence N88°37'57"E along said right-of-way line, 159.97 feet to the point of beginning.

Said lands containing 0.836 acres of land, more or less.

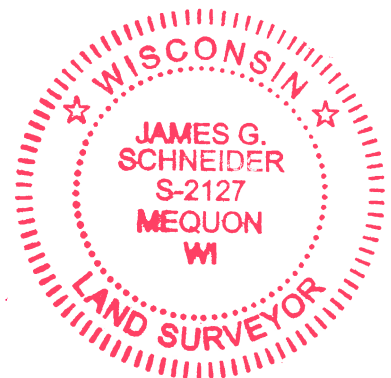
That I have made such survey, land division, and plat at the direction of Steven M. Green and Elizabeth A. Green, OWNERS of said lands.

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

That I have complied with Chapter 236.34 of the Wisconsin Statutes and Chapter 17 & 18 of the Village of Germantown Zoning and Land Division Ordinances.


James G. Schneider S-2127

2-3-2020



This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

*A REDIVISION OF CERTIFIED SURVEY MAP NO. 5927, BEING A REDIVISION OF
CERTIFIED SURVEY MAP NO. 5512, BEING A DIVISION OF OUTLOT 9 OF "THE
ASSESSOR'S PLAT OF THE VILLAGE OF GERMANTOWN", IN THE NORTHWEST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20
EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.*

OWNER'S CERTIFICATE

We, Steven M. Green and Elizabeth A. Green, OWNERS, do hereby certify: THAT We have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

WITNESS the hand and seal of said OWNER on this _____ day of _____,
20____.

Witness

Steven M. Green

Witness

Elizabeth A. Green

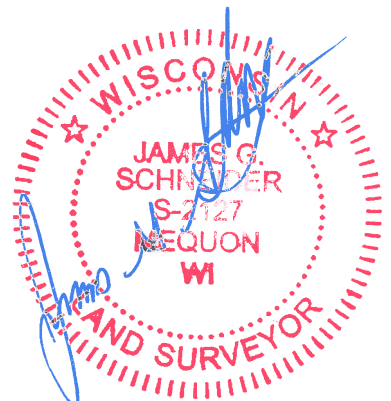
STATE OF WISCONSIN)
WASHINGTON COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____,
20____ Steven M. Green and Elizabeth A. Green, to me known to be the persons who
executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



2-3-2020

CERTIFIED SURVEY MAP NO. _____

*A REDIVISION OF CERTIFIED SURVEY MAP NO. 5927, BEING A REDIVISION OF
CERTIFIED SURVEY MAP NO. 5512, BEING A DIVISION OF OUTLOT 9 OF "THE
ASSESSOR'S PLAT OF THE VILLAGE OF GERMANTOWN", IN THE NORTHWEST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20
EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.*

CONSENT OF MORTGAGEE

WATERSTONE BANK, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of Steven M. Green and Elizabeth A. Green, OWNERS.

In witness whereof, the said WATERSTONE BANK has caused these presents to be signed by _____, it's _____
at _____, Wisconsin, this _____ day of _____
_____, 20____.

IN THE PRESENCE OF:

WATERSTONE BANK

By: _____

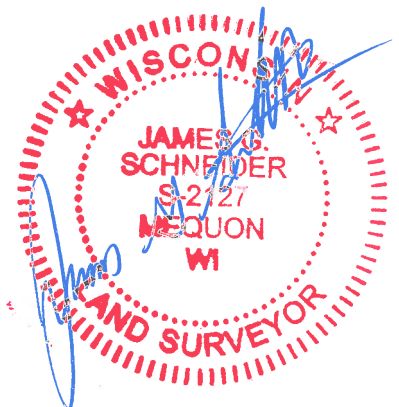
STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____
, 20____, _____, to me known to be the person who executed the
foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



2-3-2020

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 5927, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5512, BEING A DIVISION OF OUTLOT 9 OF "THE ASSESSOR'S PLAT OF THE VILLAGE OF GERMANTOWN", IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this _____ day of _____, 20__.

Dean Wolter, Chairman

Date

Lori Johnson, Secretary

Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)^{SS}

PERSONALLY came before me on this _____ day of _____, 20__
the above named by Dean Wolter and Lori Johnson, to me known to be the persons who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of a part of the NW. 1/4 of the SE.1/4 of Section 22, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 20__.

Dean Wolter, Village President

Date

Deanna Braunschweig, Village Clerk

Date

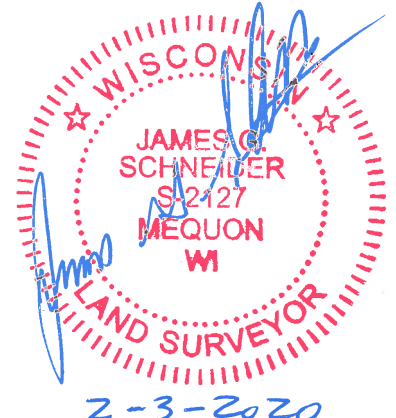
STATE OF WISCONSIN)
WASHINGTON COUNTY)^{SS}

PERSONALLY came before me on this _____ day of _____, 20__
the above named Dean Wolter and Deanna Braunschweig, to me known to be the persons who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



Document Number

Return to:
Carol E Krigbaum
KRIGBAUM LAW, LLC
227 E Fairmount Avenue
Whitefish Bay, WI 53217

**JOINT DRIVEWAY
EASEMENT AGREEMENT**

GTNV224-021020
GTNV 224-021004
GTNV 224-021003
Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between Steven Matthew Green and Elizabeth A. Green (hereafter "*Parcel A Owner*") and Stephanie V. Kaiser (hereafter "*Parcel B Owner*") (collectively, "*Parcel Owners*").

RECITALS:

A. Parcel A Owner is the owner of certain real property located in Washington County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property located in Washington County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There exists a Driveway (hereafter "*Driveway*") running southerly off of Main Street, encroaching on both parcels, and being used by the Parcel Owners. Parcel A Owner and Parcel B Owner wish to memorialize that shared use arrangement.

D. From Main Street, south for 98.25 feet, the Driveway encroaches five (5) feet onto Parcel A and ten (10) feet onto Parcel B; at which point it forks, with a drive going to each of the respective parcels. The 98.25 feet of shared Driveway shall be referred to as the "*Easement Property*" and shall consist

of the highlighted portion on Exhibit C, attached hereto and incorporated herein by reference.

AGREEMENT

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

1. Grant. Parcel A Owner and Parcel B Owner each grant a nonexclusive easement and right-of-way to the other, and their successors and assigns, to use the Driveway and the Easement Property as a joint driveway for ingress and egress to and from Main Street for each of the Parcels.

2. Permitted Users. The easement granted in Section 1, above, may be used by the Parcel Owners, their tenants, employees, customers, and invitees.

3. Maintenance Costs. Parcel Owners shall bear all maintenance expenses equally. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreeable to the parties. With regard to snow removal, Parcel A Owners shall be responsible for removal of snow on even-numbered days where there's been a snowfall of 2" or more; Parcel B Owners shall be responsible for removal of snow on odd numbered days where there's been a snowfall of 2" or more. If the parties are unable to agree within 10 days of a written request by one or the other on the need for the repair or maintenance, or if a dispute arises over snow removal, then the matter shall be referred, upon either party's request, to arbitration.

4. Indemnity. Parcel A Owner shall indemnify and defend Parcel B Owner from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel B by Parcel A Owner or its agents, contractors, subcontractors, invitees, or employees; and

Parcel B Owner shall indemnify and defend Parcel A Owner from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Parcel A by Parcel B Owner or its agents, contractors, subcontractors, invitees, or employees.

5. Equal Rights of Use. Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

6. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to Parcel A and may not be transferred separately from, or severed from, title to Parcel A. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A without the

consent of Parcel B Owner. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

7. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent Parcel A Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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

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

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

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

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

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

14. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel Owners agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway and Easement Property, whether by express grant, implication, or prescription, including, without limitation, the posting of a Private Drive or No Trespassing signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

PARCEL A OWNER:

Steven Matthew Green

Dated: _____

Elizabeth A. Green

Dated: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _____

This instrument was acknowledged before me
on _____ by Steven Matthew
Green and Elizabeth A. Green.

Notary Public, State of Wisconsin

My commission expires: _____

PARCEL B OWNER:

Stephanie V. Kaiser

Dated: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _____

This instrument was acknowledged before me
on _____ by
Stephanie V. Kaiser.

Notary Public, State of Wisconsin

My commission expires: _____

- SEAL -

- SEAL -

This document was drafted by Attorney Carol E. Krigbaum, State Bar No. 1000530

EXHIBIT A

A REDIVISION OF CERTIFIED SURVEY MAP NO. 5927, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5512, BEING A DIVISION OF OUTLOT 9 OF "THE ASSESSOR'S PLAT OF THE VILLAGE OF GERMANTOWN" IN THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 22, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

Address: N116 W16033 Main Street, Germantown, WI 53022

Tax Parcel Numbers: GTNV 224021004 and GTNV224021003

EXHIBIT B

(Legal description of Parcel B)

COPY

15-3

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5512, BEING A DIVISION OF OUTLOT 9 OF THE ASSESSOR'S PLAT OF THE VILLAGE OF GERMANTOWN IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 9 NORTH, RANGE 20 EAST, COUNTY OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

Prepared For: Gerald M. Grosenick
W 124 N11385 Wausaukee Road
Germantown, WI 53022

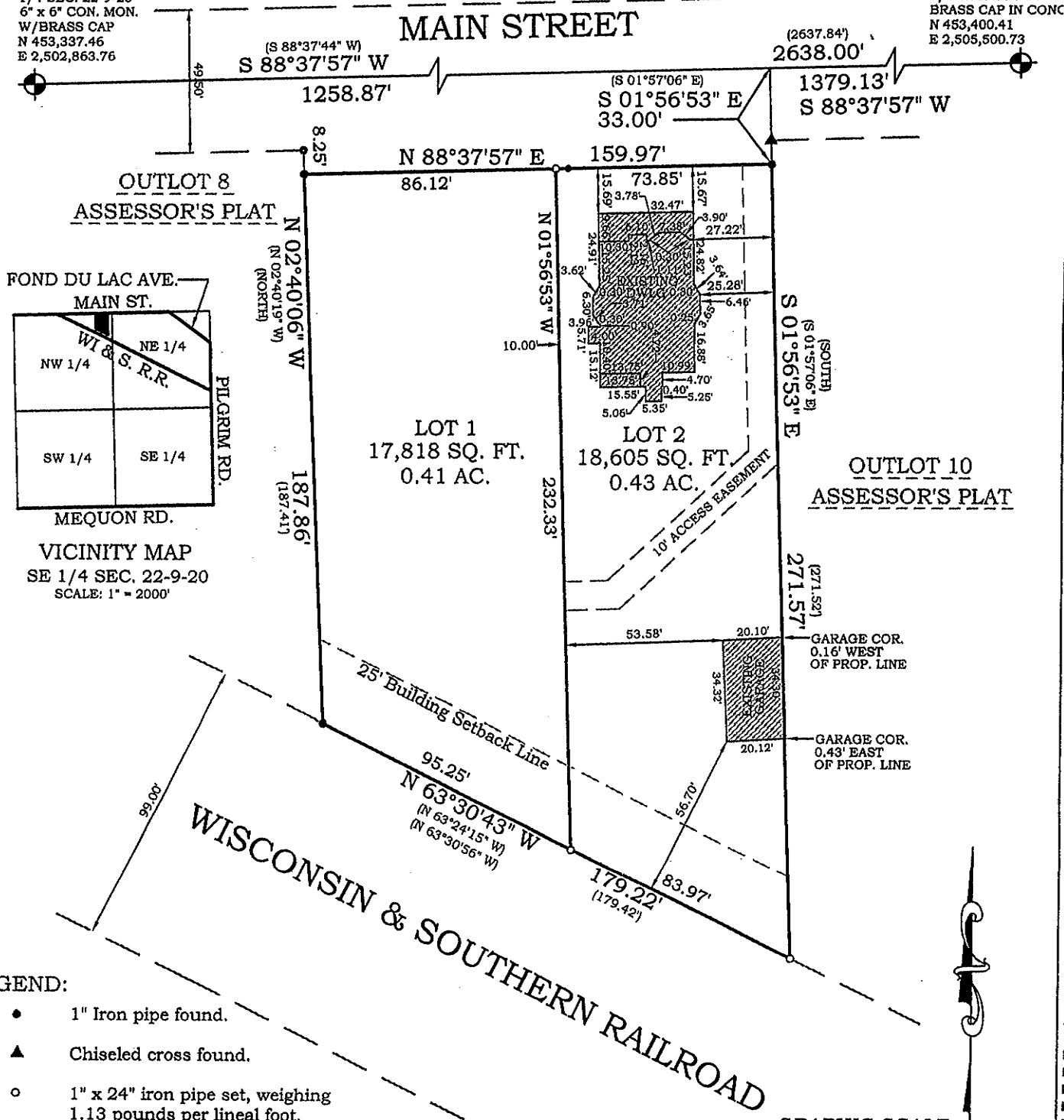
NOTES:

- 1.) Bearings are referenced to the Wisconsin State Plane Co-ordinate System, South Zone (NAD-27).
- 2.) Recorded data, when different than measured, is shown in parenthesis.
- 3.) Front and Side Setbacks are to be the Average of Adjoining Lots per Zoning.



NW CORNER OF SE
1/4 SEC. 22-9-20
6" x 6" CON. MON.
W/BRASS CAP
N 453,337.46
E 2,502,863.76

NE CORNER OF SE
1/4 SEC. 22-9-20
BRASS CAP IN CONC
N 453,400.41
E 2,505,500.73



LEGEND:

- 1" Iron pipe found.
- ▲ Chiseled cross found.
- 1" x 24" iron pipe set, weighing 1.13 pounds per lineal foot.

THIS INSTRUMENT DRAFTED BY SCOTT F. ZIMMERMAN.

METROPOLITAN ENGINEERING, INC.

20875 CROSSROADS CIRCLE, SUITE 150, WAUKESHA, WI. 53186
PH. (262) 782-2221 FAX 782-4426

PARCEL 1
C.S.M. NO.

1" = 50'
Revised August 8, 2005
Revised March 4, 2005
December 13, 2004
SHEET 1 OF 3

MAP NO 5927 VOL 43 PAGE 300

DOC# 1099109

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: March 16, 2020

AGENDA ITEM: New Business [ORDINANCE]

ITEM TITLE: Veridian Homes LLC, Agent for Germantown School District, Property Owner – N104 W14942 Donges Bay Road. Rezoning Application to Rezone 14.7 acres from A-2: Agricultural to Rs-4: Single-Family for a 16-Lot Single-Family Residential Development.

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

SUMMARY EXPLANATION:

As a result of the Village Board's action last August to deny the previous proposal to rezone the 14.7-acre property from A-2 to Rs-5 and a 24-lot single-family residential development, Veridian Homes has revised the proposal to rezone the property from A-2 to Rs-4: Single-Family with a 16-lot concept plan.

At the March 9 Plan Commission meeting, a public hearing of the revised proposal was held. Members of the public spoke in favor and against the proposal. Meeting minutes from the March 9 PC meeting are attached.

This property was originally acquired by the Village of Germantown in 1993 as part of an overall 50+ acre land purchase of the former "Keller Park" property for purposes of developing a Village park (Kinderberg Park) and a possible elementary school. In 1995, the Village and School District completed an arrangement that resulted in the School District acquiring the 14.7-acre property and the Village acquiring 20 acres of land for Spassland Park. In 2008, the School District presented preliminary plans to the Village for an 88,100 sqft elementary school that was proposed as part of a failed \$22.5M referendum in April, 2008.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the proposed rezoning to Rezone 14.7 acres from A-2: Agricultural to Rs-4: Single-Family and the concept plan for a 16-lot single-family subdivision.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

ORDINANCE NO. 05-2020

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

(Veridian Homes LLC, Agent for Germantown School District, Property Owner)

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-2: Agricultural Zoning District to the Rs-4: Single-Family Residential Zoning District for the following described property:

Lot 2 of Certified Survey Map No. 4473, recorded in the Washington County Registry on April 6, 1995 in Volume 30 of Certified Survey Maps on Pages 24-27, as Document No. 688873, and being a part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. EXCEPTING THEREFROM the Northerly 30 feet thereof. Containing 14.7 Acres.

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: _____, 2020

Vote: Ayes: _____
 Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

PLAN COMMISSION MINUTES
March 9, 2020

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:31 pm.

ROLL CALL: Chairman Dean Wolter, Trustee Rep David Baum, Commissioners Tony Laszewski, Matt Kimmler and Bill Shadid. Commissioner Bob Williams and Peter Nilles were absent and excused. Also present were Community Development Director Jeff Retzlaff, Associate Planner Emily Zandt and Planning Assistant Lori Johnson.

PUBLIC INPUT: None

APPROVAL OF MINUTES:

MOTION Baum second Shadid to Approve the minutes from 2-24-20.

MOTION carried unanimously.

Veridian Homes, LLC, for the Germantown School District - N104 W14942 Donges Bay Road

The request is to rezone a 14.7- acre parcel located on Preserve Parkway north of Donges Bay Road from A-2: Agricultural to Rs-4: Single Family, and a concept plan for a 16-lot single-family residential subdivision. Planner Retzlaff summarized the proposal. Chairman Wolter stated that this proposal has come before the Plan Commission several times with multiple public hearings and anyone coming forward to speak for or against the zoning change should hold their comments to this proposal. He is not looking to go back on previous proposals, this is the one before us tonight. His wish is that those that are here to make comments are residents of Germantown and they will be considered first and foremost. Those who want to make comments in regard to or against Veridian will not be considered as much. Chairman Wolter stated that we're not here to discuss the positive or negatives aspects of Veridian as a company. We're here to discuss and hear a public hearing on the proposal for a zoning change and that's it, a zoning change.

Public Hearing opened at 6:42 pm.

- Dave Schornack, W151 N10798 Preserve Parkway. He thought the land was all wetlands and would not be developed but glad Plan Commission went to Rs-4 zoning like the Preserve, glad about 16 lots now, fairly consistent with his subdivision.
- Jan Miller, W151 N10297 Windsong Circle West. Spoke against the Rs-4 rezoning, disappointed by things going on, and lack of communication. 5 conditions of approval need to be addressed. The cul de sac is too long – no subdivision surrounding the park has a long cul de sac. Has met with Dean, David, Veridian, Bob Soderberg and Lester Spies. The land use plan says this is parkland. Veridian has been unsuccessful in coming up with a plan, that is suitable for the Village. Why are we trying to fit homes in a wetland? Chairman Wolter asked Ms. Miller to talk about the actual zoning itself, what she likes or doesn't like. She said she doesn't like that it's like trying fit a square peg in a round hole with 5 exceptions. Chairman Wolter said they are 5 conditions of approval that the developer must meet in order for the development to be acceptable as proposed. All development has conditions of approval. Veridian has come forward after hearing the concerns of the neighbors. The 2020 Land Use Plan has been changed to residential as an accepted use. Ms. Miller stated her wish is that the Veridian plan be denied.
- Nick Gearhard, N103 W17258 Pinewood Ct. Spoke in favor of the rezoning, coming from an economic standpoint. The 16 homes are set to be valued at \$450,000 and \$550,000 dollars.

The 16 homes will increase the valuation of the Village, he sees an advantage to building the subdivision. There are houses all over the place, heading east he sees an eyesore, invasive weeds and brush, this is a great opportunity, 16 lots fit in with the surrounding area. Trustees job is to generate property value and grow Germantown. There already is a park there – it's not a park.

- Brian Depies, W143 N9867 Ridgewood Lane. Somewhat in favor of the development, resident for 17 years. He proposed a development a year ago that was approved by the Plan Commission and Village Board. Bigger lot means bigger value is not always true. We are wasting lot development in this area – should have more lots. Make a positive recommendation, what did we lose out on tax base. This is where density should be.
- Tracy Pawlak, N118 W15462 Catherine Ct., candidate for seat #5 School Board, in favor of keeping the property natural. Go back to the 2020 plan, keep it as park, no development. He understands the arguments, need to find balance for green space. The property needs to be cleaned up a bit, not pretty. Ultimately the original plan was for a school or a park, the school won't happen, lets revert back to the park.
- Mary Hudson, W150 N10214 Windsong Circle West. Attracted to the open space in Germantown and great schools. Keep open land, disappointed in LUP change. Agrees to keep it as it is in the 2020 Smart Growth Plan, Kinderberg is a favorite place, great memories in the park. Listen to the citizens and uphold the 2020 plan, appreciate keeping promises made to the community.
- Kathleen Duffy, W156 N10739 Cobbler Lane. Hear to speak against the proposal. Duffy does not think there is enough information on the homes. Adult child looked in the area NE of Madison and Cottage Grove where there is a lot of Veridian Homes projects. Having seen homes in the Cottage Grove area, the homes are cookie cutter, garages in the back of homes, tend to build near parks so they don't need to provide yard space, there is a large turnover. Wish Plan Commission found out uses of homes, do research on the homes going in there.
- Lilibeth Yao, W150 N10296 Windsong Circle. Who will speak on behalf of the approximately 300 residents who spoke on behalf of not allowing Veridian? Preserve the land for public enjoyment, quality of life is a health value, Germantown has a vision beyond 16 homes. Keep the land open for public enjoyment and share the vision of the 300 residents who signed the petition. She is asking to deny the proposal and uphold the 2020 Plan.
- Terry Tschetter, N147 W10451 Wilson Drive. Participated in many discussions on land in Germantown. Underlying core in Germantown is to provide a rural community. Plan Commission is discussing how to preserve the rural feel on the north side of the Village. He supports the previous speakers' viewpoints. Tschetter asked about how much different the proposed plat could be from the concept plan. Chairman Wolter said Rs-4 zoning limits what can be done on the property. This is a conceptual plan – it will be pretty accurate to what is shown here. He requested to add an additional condition to the recommendation for a consistent landscape buffer on the east side of the property and remove the buckthorn and invasive species.
- Sandy Dobrogowski, N105 W14709 Wilson Drive. Said the comments are emotional, has lived in Heritage Hills for 20 years and has been to every meeting. If so many citizens are against a project, why would the Plan Commission pass the project or Veridian Homes come forward. She has never seen so many people come forward for a project.
- Steven Green, N116 W16003 Main Street. Most people who are for things don't speak up. Besides the tax money that will be generated, there are 16 houses that will probably generate

4 million dollars worth of products to build the houses. They should be glad there is not a school with buses every day and kids throwing trash. This is not a park property it is a school property. He is for the application.

- Lois Libby, N99 W15774 Bayberry Circle. Came here because of the people of Wisconsin. Wanted to hear both sides, it's not always about the money. Is it worth it to upset this many people? Don't think that 16 houses are worth upsetting that many people.
- Ralph Libby, N99 W15774 Bayberry Circle. Said a friend bought a 100-acre lot because he is not giving way to housing.
- Kristie Waldvogel, W148 N10024 Rimrock Road. Doesn't like it - thinks it should be parkland.
- Robert Bruno, W156 N10304 Pilgrim Road. Wife and him chose this location because of the park. The park is a meeting place, would like to see it as a park, incorporate the wetland, don't need any more houses, keep it green.
- George Liberatore, N101 W16325 Santa Fe Drive. Stated his daughter is running for the school board. Asked if traffic patterns have been considered. More houses will mean more students.
- Matt Cudney, Veridian Homes. Last Village Board meeting the members said they wanted to see Rs-4 zoning – so that's what they did. This development provides half the density allowed on the Comprehensive Plan with 23.5 percent open space. None of the surrounding subdivisions have that kind of open space.

Public Hearing closed at 7:29 pm.

MOTION Baum second Shadid to Approve the proposed rezoning of approximately 14.7 acres owned by the Germantown School District from the A-2: Agricultural to the Rs-4: Single-Family District and the proposed 16-lot concept plan dated January 31, 2020 subject to the following conditions:

- 1. The Developer shall install a visual landscaped buffer along the north property line on or adjacent to Lots #1 through #4. The Developer should work cooperatively with the Village to determine said landscaping buffer can be installed within the adjacent drainage easement and/or on the lots. If installed on the lots, said landscape buffer shall be installed within a landscape easement on such lots with a restriction that the landscape buffer shall be maintained and/or restored if removed due to regular and necessary maintenance.***
- 2. In addition to all required street trees, additional landscaping comprised of berms and/or plantings shall be installed: (a) along the back side of the lots that contain the 50' gas line easement (either within the easement with permission granted by WE Energies or along the back side of Lots #9 through #11); (b) along Preserve Parkway (within a landscape easement on Lots #1 & #16) and within the southwest open space outlot to buffer the back sides of Lots #11 through #16.***
- 3. A detailed landscaping & buffer plan shall be prepared and submitted to the Plan Commission for review and approval prior to or concurrent with submittal of a preliminary subdivision plat. Said landscaping & buffer plan shall include the requirements set forth under Conditions #1 & #2 above.***
- 4. The proposed emergency access path between Lots #10 and #11 shall be constructed within a 15-20' wide outlot (vs. easement) in accordance with the minimum pavement and other design standards recommended by the Fire Department requirements and subject to approval by WE Energies pursuant to the gas distribution easement agreement (Doc#1394627).***
- 5. The subdivision plat, development agreement and covenants & restrictions shall***

contain adequate notice to the future owners of Lots #9, #10, #11 and the southwest open space outlot that use of the area subject to the provisions of the gas distribution easement agreement (Doc#1394627).

Trustee Baum said he understands that we cannot talk about parkland. Chairman Wolter explained that we cannot talk about parkland and cautioned the board that what is before it and what is for consideration is the Rs-4 zoning application and the change of zoning from agricultural to residential in this area. It is not the consideration of can it be, should it be or will it be parkland because that is not part of this discussion. That is not this commission's purpose. It is the Commission's purpose to look at what the proposal is and see how it fits into the fabric of the area, does it meet the conditions of the zoning as proposed, does it meet the conditions of the surrounding neighborhood or within the fabric of the surrounding neighborhood. It is purely a zoning consideration. Trustee Baum stated he has fought for the Rs-4 zoning and he supports the proposal.

Commissioner Shadid asked if a landscaping plan will come forward and questioned if condition #3 requires the removal of buckthorn on the east property line. Planner Retzlaff said a landscaping plan will be submitted with the plat and added the tree line will be preserved as a buffer but Plan Commission could add additional language to address that concern.

Commissioner Laszewski asked if the end of the cul de sac will be plowed by the Village. Planner Retzlaff said that will be addressed in the development agreement. He said the Fire Department may require the homeowners association to keep the cul de sac open and accessible to emergency vehicles. Commissioner Kimmmler asked about the emergency access path and how close a building or trees could be, could equipment get through in the future. Planner Retzlaff said there will be setbacks that apply and that the access path will be an outlot and not an easement. The Fire Department will be included on the design review. It will be addressed through the preliminary plat process.

Chairman Wolter said he appreciated everyone that came forward and thanked them for coming to the meeting and expressed their opinions and needs and concerns. He explained this commission's duty is to look at the zoning as its proposed and see if it fits the criteria of Rs-4 within the fabric of the area that its being proposed within and then make a recommendation on the zoning change to the Village Board. He encouraged everyone to contact their trustees to make sure they know your concerns and wants. The rezoning will go to Village Board on March 16th. There is no public hearing. The opportunity to speak will be at the beginning of the meeting during public comment.

Mary Hudson said she was told the Village Board meeting would be April 6th. Dean stated it would be March 16 because April 6th is before the election and the Village Clerk has a fair amount of work before the election and sometimes that meeting is cancelled.

Trustee Baum asked if a super majority vote would still be in place. Planner Retzlaff explained that protest petition was against the previous proposal. We have not received a new protest petition concerning the Rs-4 rezoning proposal. He said there was a change to the protest petition section of the zoning code stating if a valid protest petition is filed and the adequate number of adjacent property owners file an objection, then it would require three quarters vote of the Village Board members present at the meeting when action is taken.

MOTION carried unanimously.

REZONING APPLICATION

3/9/19 Plan Commission Meeting

Veridian Homes LLC / Germantown School District

Village Planner Report

Germantown, Wisconsin

Summary

Matt Cudney, Veridian Homes LLC, agent for the Germantown School District, property owner, is requesting approval to rezone a 14.7-acre parcel located on Preserve Parkway north of Donges Bay Road from A-2: Agricultural to Rs-4: Single Family, and, a concept plan for a 16-lot single-family residential subdivision.

Location: Preserve Parkway @ Donges Bay Road

Applicant/

Property Owners: Matt Cudney Rick Ericksen
Veridian Homes LLC Germantown School District
N60 W21555 Legacy Tr N104 W13840 Donges Bay Rd
Menomonee Falls, WI Germantown, WI

Existing Zoning: A-2: Agricultural
Proposed Zoning: Rs-4: Residential Single-Family

Adjacent Land Uses		Zoning
North	Institutional (Kinderberg Park)	I
South	Residential	Rs-5
East	Residential	Rs-4
West	Agricultural	A-2



Background

The 14.7-acre site was originally acquired by the Village of Germantown in 1993 as part of an overall 50+ acre land purchase of what was known then as the “Keller Park” property (now Kinderberg Park). The land was acquired for purposes of developing a Village park (Kinderberg Park) and an elementary school. In 1995, the Village divided the property into two parcels: a 22.94-acre parcel (Lot 1 of CSM#4473) upon which Kinderberg Park is located, and a second 15.39-acre parcel (Lot 2). Soon thereafter, the Village and the Germantown School District completed an arrangement that resulted in the School District acquiring the 14.7-acre site (the 15.39-acre Lot 2 less the 30’ wide drainage easement along the north property line) and the Village acquiring 20 acres of land (Spassland Park) owned by the School District and leased to the Village.

In 2008, the School District presented preliminary site and building plans for a 2-story, 88,100 sqft elementary school for the site to the Plan Commission for discussion. The new elementary school was subject of a proposed (and eventually failed) \$22.5M school district referendum in April 2008. No further plans for development of the site were presented to the Village.

In December, the Plan Commission recommended and the Village Board approved a 2020 Land Use Plan map amendment to change the 14.7-acre property from “Park/Recreation Area” to “Low Density Residential”, and, a rezoning from A-2: Agricultural to Rs-6: Residential Single-Family and concept plan for a 30-lot single-family subdivision. However, in January 2019, the Village Board reconsidered their action on the rezoning, rescinded the previous approval and sent the proposal back to the Plan Commission to re-evaluate the proposal for “**...consistency of the neighborhoods and not as dense as Rs-6.**”

In April 2019, Veridian Homes LLC revised the original rezoning proposal to create a special zoning district called a Planned Development District (PDD) that includes rezoning the property from A-2 to Rs-5: Single-Family. As allowed under the proposed PDD regulations, specific lot development restrictions required under the Rs-5 District were proposed to be modified for some of the proposed lots, including:

1. Reducing the minimum lot size from 15,000 sqft to 13,000 sqft
2. Reducing the minimum frontage/lot width from 100 feet to 90 feet
3. Reducing the minimum front/street yard building setback from 35 feet to 30 feet
4. Reducing the minimum rear yard building setback from 35 feet to 30 feet
5. Reducing the minimum side yard building setback from 15 feet to 12 feet

The Plan Commission discussed the revised proposal and generally concluded that it was not acceptable because the overall density and lot sizes were not comparable to and the proposed zoning not consistent with the surrounding neighborhoods. The Plan Commission approved a motion “**... to postpone [action on the rezoning application] until a plan to match one of the adjacent districts is brought forward**”.

The Village Board held a public hearing of the Rs-5/PDD proposal and 27-lot concept plan on April 15, but no action was taken. In August 2019, Veridian Homes LLC revised the rezoning proposal again and re-submitted a revised rezoning proposal to rezone the 14.7-acre parcel from A-2: Agricultural to Rs-5: Single Family (with no PDD), and, a revised concept plan for a 24-lot single-family residential subdivision. This latest proposal included a revised concept plan (dated June 14) with the following characteristics:

- # of Lots: 24 single-family lots
- Lot size range: 15,000 to 30,471 sqft
- Average lot size: 19,191 sqft

The Plan Commission held a public hearing of the revised proposal and eventually recommended approval of the rezoning and concept plan subject to a series of conditions regarding landscaping and buffering requirements to be addressed with the subdivision plat and required landscaping plans.

At their August 19, 2019 meeting, the Village Board held a public hearing of the revised Rs-5 rezoning and 24-lot proposal. Consideration and action was continued until the September 16, 2019 meeting (in order to determine the validity of a protest petition that was filed by property owners against the proposed rezoning). At the September meeting the Village Board held another public hearing, and, was informed by the Village Attorney that the protest petition filed against the rezoning is valid. A motion was made to approve the proposed Rs-5 rezoning but failed by a 6 (nay) to 2 (aye) vote.

Proposal

At this time, Veridian Homes has revised the proposal once again and is now proposing to rezone the 14.7-acre parcel from A-2: Agricultural to Rs-4: Single Family with a concept plan for a 16-lot single-family residential subdivision.

As summarized in Table 1 and presented in the revised concept plan (dated January 31, 2020), development is proposed with the following characteristics:

TABLE 1.

Gross Area (Ac)	14.70
Wetland Area (Ac)	0.10
Right-of-Way (Ac)	1.35
Net Density Area (Ac)	13.25
# Single-Family Lots/DU's	16
Gross Density (DU/acre)	1.09
Net Density (DU/net acre)	1.21
Open Space (Ac)	3.46 (23.5%)
Avg Lot Size	.44 ac (27,013 sqft)
Lot Size Range	.48 to .62 ac (20,858 to 36,280 sqft)

As discussed in previous staff reports, there are five (5) separate wetlands that have been identified on the property totaling .394 acres (17,162 sqft). Veridian Homes and the School District have obtained approval from the WisDNR and Army Corp of Engineers (ACOE) to fill four of the five wetland areas. The revised concept plan reflects all wetland fill applications; leaving Wetland #1 in the southwest outlot as the only wetland to be preserved on the site.

Staff Comments

The property lies within the Village's Sanitary Sewer Area (SSA) and in an area designated on the 2020 Land Use Plan as "Low Density Residential" as a result of the Board's action in December 2018 to revise the 2020 Land Use Plan map. Similarly, the existing residential development surrounding the subject site is also designated as "Low Density Residential"... all of which is intended for overall development at a gross density of two (2) dwelling units per acre and an average lot size of 20,000 sqft.

The proposed Rs-4 zoning and the concept plan for 16 lots has a gross density of 1.09 DU/acre and 1.21 DU/acre net density with an average lot size of 27,013 sqft. The required "net area" density calculation (i.e. gross area less all wetlands and rights-of-way) does not increase the proposed development density above the maximum density allowed in the Rs-4 District (not to exceed 2.2 DU's per acre).

The minimum and average lot size for this development is larger than the overall average intended for "Low Density Residential" areas shown on the 2020 LUP map. The proposed density is lower and generally consistent with the 2020 LUP map "Low Density Residential" classification as it applies to the surrounding residential area within which the subject parcel is located.

The 16-lot concept plan includes some of the same amenities proposed in the previous concept plans:

- (1) Paved Pedestrian trail (10' wide path in 12' wide easement) connecting cul-de-sac to the pedestrian path along the north side of Donges Bay Road; this path is intended to serve as a secondary or emergency access into the subdivision
- Landscape buffer along Preserve Parkway
- Water main extension/looping through the development into Heritage Hills to improve water pressure & quality (required by Village Water Utility)

As recommended in previous staff reports, at a minimum, the developer should be required to install a significant amount of landscaping along the north property line to buffer the view from the park to the back side of Lots #1 through #4. The existence of a 60' drainage easement could be enhanced with additional landscaping if not on the lots. Similarly, landscaping in addition to the standard street tree requirements needs to be installed (1) along the back side of the lots that contain the 50' gas line easement (either within the easement with permission granted by WE Energies or along the back side of Lots #9 through #11; and (2) along Preserve Parkway (Lots #1 & #16) and within the southwest open space outlot (Lots #11 through #16).

It should be noted that the latest concept plan shows potential storm water management basins in the southwest and northeast open space outlots as required under the Village's storm water management design standards. Maintenance responsibility for these storm water basins shall be equally divided among subdivision lot owners and accessible to the Village via right-of-way or easement. Since storm water management has not yet been analyzed nor the facilities needed identified as to the final size and design, it's possible that the lot size and/or layout may be affected once the need for storm water management facilities has been identified as part of the preliminary plat and construction plan review steps in the development approval process.

Finally, the revised concept plan has one cul-de-sac proposed that is approximately 775 feet in length. Under Section 18.07(3) of the Village's Subdivision Code, cul-de-sacs greater than 500 feet in length are not permitted unless the road is designed such that the cul-de-sac abuts the perimeter and can be extended to serve future development or connect to another roadway. 18.07(3) also provides that cul-de-sacs greater than 500 feet but less than 1,200 feet may be approved after consider factors such as: (1) the zoning classification and resulting lot size where larger lots abutting the cul-de-sac justify the approval of a proportionately longer cul-de-sac; or (2) the number and proximity of other entry roads into the subdivision and feasibility of extending or connection those other roads in the future. In this case, Staff believes the larger lot size and fewer number of lots justifies a longer cul-de-sac provided that the proposed emergency access path is constructed within a 15-20' wide outlot (vs. proposed easement) in accordance with minimum Fire Department requirements and subject to approval by WE Energies pursuant to the gas distribution easement agreement (Doc#1394627).

VILLAGE PLANNER RECOMMENDATION

APPROVE the proposed rezoning of approximately 14.7 acres owned by the Germantown School District from the A-2: Agricultural to the Rs-4: Single-Family District and the proposed 16-lot concept plan dated January 31, 2020 subject to the following conditions:

1. The Developer shall install a visual landscaped buffer along the north property line on or adjacent to Lots #1 through #4. The Developer should work cooperatively with the Village to determine said landscaping buffer can be installed within the adjacent drainage easement and/or on the lots. If installed on the lots, said landscape buffer shall be installed within a landscape easement on such lots with a restriction that the landscape buffer shall be maintained and/or restored if removed due to regular and necessary maintenance.
2. In addition to all required street trees, additional landscaping comprised of berms and/or plantings shall be installed: (a) along the back side of the lots that contain the 50' gas line easement (either within the easement with permission granted by WE Energies or along the back side of Lots #9 through #11); (b) along Preserve Parkway (within a landscape easement on Lots #1 & #16) and within the southwest open space outlot to buffer the back sides of Lots #11 through #16.
3. A detailed landscaping & buffer plan shall be prepared and submitted to the Plan Commission for review and approval prior to or concurrent with submittal of a preliminary subdivision plat. Said landscaping & buffer plan shall include the requirements set forth under Conditions #1 & #2 above.
4. The proposed emergency access path between Lots #10 and #11 shall be constructed within a 15-20' wide outlot (vs. easement) in accordance with the minimum pavement and other design standards recommended by the Fire Department requirements and subject to approval by WE Energies pursuant to the gas distribution easement agreement (Doc#1394627).
5. The subdivision plat, development agreement and covenants & restrictions shall contain adequate notice to the future owners of Lots #9, #10, #11 and the southwest open space outlot that use of the area subject to the provisions of the gas distribution easement agreement (Doc#1394627).



Village of

Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

- ☐ \$200 Plan Commission Consultation
- ☒ ~~\$1,085~~ Rezoning **\$500.00**
- ☐ \$1,240 PDD < 5 acres
- ☐ \$2,095 PDD 5-20 acre site
- ☐ \$3,460 PDD > 20 acre site

Date Paid: 1-24-20 Received by: [Signature]

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 Veridian Homes, LLC _____ Matt Cudney _____ N60W21555 Legacy Trail _____ Menomonee Falls, WI 53051 _____ Phone (608) 220-9871 _____ Fax () _____ _____ E-Mail mcudney@veridianhomes.com _____	PROPERTY OWNER Germantown School District _____ Ric Ericksen _____ N104 W13840 Donges Bay Rd _____ Germantown, WI 53022 _____ Phone (262) 253-3908 _____ rericksen@gsdwi.org _____
---	---

2 PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
N104 W14942 Donges Bay Road _____	Parcel GTNV_263988 _____

3 REZONING REQUEST

FROM A-2	TO Rs4
-------------	-----------

4 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED
Attach pages as necessary

Lot 2 of Certified Survey Map No. 4473, recorded in the Washington County Registry on April 6, 1995 in Volume 30 of Certified Survey Maps on Pages 24-27, as Document No. 688873, and being a part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Excepting therefrom the Northerly 30 feet thereof.

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.

See attached narrative.

6 SUPPORTING DOCUMENTATION:

- ☒ Plat of Survey (1:100) - Existing Conditions Survey
- ☒ Site Plan and elevations for new construction (can be conceptual)
- ☒ Project Narrative
- ☒ Rezone Exhibit
- ☐ Legal Description

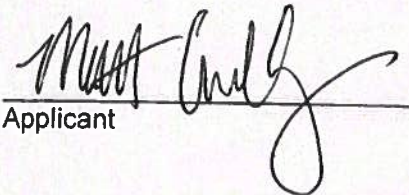
7 READ AND INITIAL THE FOLLOWING:

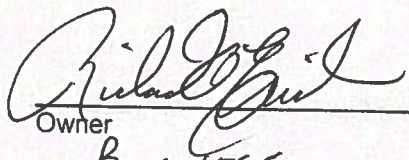
 I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design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

 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.

 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!

 1/21/2020
Applicant Date

 1/21/2020
Owner Date
BUSINESS
MANAGER.

January 31, 2020

Project Narrative
Rezoning Application

Project: Veridian Homes (Germantown School District Site)
N104 W14942 Donges Bay Road
Germantown, WI 53022

Veridian Homes as applicant and developer, requests the Village of Germantown reconsider and approve a Rezoning Application for the property described as Parcel ID GTNV_263988, located at N104 W14942 Donges Bay Road, currently owned by Germantown School District. The Rezoning Application is requesting rezoning from A-2 to Rs-4. The proposed rezone would allow for the development of a new neighborhood with 16 single-family residential lots. This is consistent with what has been requested by the Village Board during public discussions on previous submittals. The neighborhood also provides more than 5 acres of open space totaling more than 34% of the site, considerably more than any neighborhood in the vicinity.

The property to be considered is a vacant in-fill development site and consists of 14.70 acres. The surrounding properties to the east and south are also existing single-family residential neighborhoods, the adjoining property to the north is a Village Park and the property to the west across Preserve Parkway is a vacant parcel containing a large wetland complex owned by the Village adjacent to another vacant 38-acre parcel shown on the Village's 2020 Land Use Plan as a future residential area. The Rezoning will allow the property to be consistent with adjacent land use to the east and south and allow for compatibility with the adjacent lands to the west and north.

The proposed lots will range in size from 20,858sf (0.48 acres) to 36,280sf (0.83 acres), with an average lot size of 27,013sf (0.62 acres). The developer anticipates initial home and lot packages ranging from the high \$400,000s to the mid \$500,000s, far exceeding the assessed value of neighboring homes. Developing the vacant in-fill site with single-family residential homes complements the overall character of the area. Homes within the neighborhood will be built by the developer with covenants and restrictions on architectural standards and minimum home sizes.

Veridian Homes is family owned and family driven and has been helping families experience the joy, beauty and fulfillment of home ownership for over 60 years. Rooted in Wisconsin, Veridian wears their local heritage with pride and continues their commitment to building award-winning homes that are good for the land and people. Veridian started their first neighborhood in the Milwaukee area in 2015 at Silver Spring Estates in Menomonee Falls across from Hamilton High School. Mequon and Franklin are also home to Veridian neighborhoods (please visit www.veridianhomes.com for additional information). This proposed single-family residential neighborhood will help meet local demand for residential housing in and around the Village of Germantown. The site is located near I-41 providing access to desired destinations in and around the Milwaukee Metropolitan Area. The proposed neighborhood will complement the surrounding land uses.



SITE INFORMATION:

PROPOSED ZONING: RS-4

FRONTAGE REQ. AT SETBACK: 110'

LOT AREA REQ: 20,000 SF

SETBACKS: BUILDING: FRONT = 40'
SIDE = 20'
REAR = 35'

CORNER LOTS SHALL HAVE AN ADDITIONAL WIDTH OF 10' TO PERMIT ADEQUATE BUILDING SETBACKS FROM THE SIDE STREETS.

AVERAGE LOT SIZE: 27,013 SF

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
WWW.EXCELENGINEER.COM

COLLABORATION

VERIDIAN HOMES

PROJECT INFORMATION

PROJECT NUMBER 1800820

PROPOSED RESIDENTIAL SUBDIVISION

THE MEADOWS AT KINDERBERG

PRESERVE PKWY • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

JAN. 31, 2020

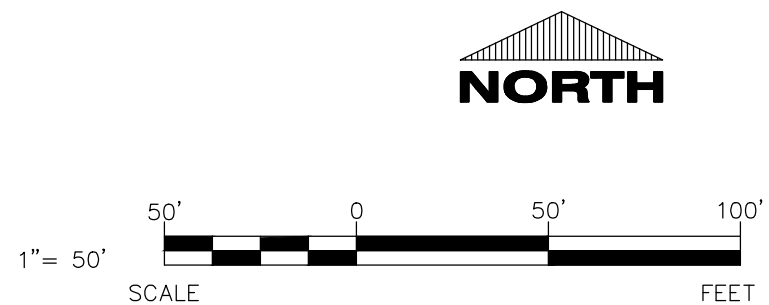
NOT FOR CONSTRUCTION

SHEET INFORMATION

CONCEPT - RS-4

SHEET NUMBER

C



1394627



GAS DISTRIBUTION EASEMENT

Document Number

RECORDED
November 23, 2015 11:30 AM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: \$30.00

This **GAS DISTRIBUTION EASEMENT**, (the "Easement") is made by **Joint School District No. 1 of the Village of Germantown, Towns of Germantown, Richfield, Jackson and Polk and Germantown School District** ("Grantor") to **WISCONSIN GAS, LLC, a Wisconsin limited liability company, doing business as We Energies** ("Grantee"). Grantor and Grantee may be referred to individually as "Party" or collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area".

1. **Easement Area:** The Easement Area is described as a strip of land fifty (50) feet in width (or such other widths as described hereinafter), being a part of the premises of Grantor in a part of the Southwest $\frac{1}{4}$ of Section 26, and the Northeast $\frac{1}{4}$ of Section 34, all in Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin (the "Easement Area").

The location of the Easement Area with respect to Grantor's premises is described on the attached Exhibit "A" and shown on the attached Easement Description Maps, marked Exhibit "B", and made a part hereof by this reference.

RETURN TO:

WE ENERGIES
Attn: Rita C. Qualls
231 W. Michigan Street, A252
Milwaukee, WI 53203

(GTVN 341975)
(GTVN 263988)

2. **Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the permanent and non-exclusive right, permission and authority to lay, install, construct, maintain, operate, inspect, alter, replace, protect, test, patrol, extend, repair, reconstruct, relocate, enlarge, and remove or abandon a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, including cathodic protection apparatus used for corrosion control, above ground appurtenant facilities including and limited to pipeline markers and test leads at public road, property lines, fence lines and waterways or as may be required by applicable Town, County, State laws, ordinances, rules or regulations, all of which shall be and remain the property of Grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines on, over, under, across, through and upon the Easement Area. The purpose of the Easement shall not include other utilities such as telecommunications.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

3. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the Easement Area, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of Grantee as herein above enumerated, but not necessarily limited thereto. In the event of an emergency situation, Grantee shall have the full right of ingress and egress as necessary to and from the Easement Area and other adjacent lands of Grantor.

4. **Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "C"), obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. Grantor further covenants and agrees not to plant any trees or shrubs within fifteen (15) feet of the centerline of the pipeline.

Grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Wisconsin Gas LLC Gas Pipeline Easement Areas which is attached hereto, marked Exhibit "C", consisting of two pages, and made a part hereof by this reference.

5. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than six (6) inches without the prior written consent of Grantee.
6. **Temporary Easement:** Grantee and its agents shall have the further right to use, for initial construction purposes only, a strip(s) of land as shown on the attached Exhibit "B", as a temporary construction easement area. For non-wooded parcels Grantor and Grantee agree that Grantee may at the time of construction extend the temporary easement area up to an additional twenty-five (25) feet. The temporary easement is for initial construction purposes only and shall terminate when initial construction is completed.
7. **Reserved Rights:** Grantor, after the initial construction of the pipeline is completed, reserves the right to cultivate and use the ground surface within the Easement Area covered by this Easement provided that such use shall not, in the opinion of Grantee, interfere with or obstruct Grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the pipeline facilities ultimately installed therein.
8. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, including fencing, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.
9. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the enrolling and delivery of this Easement, they are well seized of good and marketable title to the premises above described.
10. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
11. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns of all Parties hereto. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
12. **Indemnification:** In consideration of the foregoing grant, it is understood that during the time said gas pipeline facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages or expenses arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantors employees, agents and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution in value; and 3) any environmental claims, liabilities, losses, costs, damages or expenses not directly caused by the construction or operation of said gas pipeline facilities. To be clear, environmental claims, liabilities, losses, costs, damages or expenses resulting from the discovery (whether intentional or unintentional) of existing pollution (whether reportable or not) on the premises of the Grantor shall remain the sole responsibility of the Grantor.

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

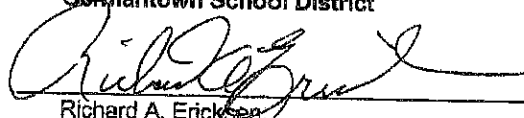
This is not homestead property.

IN WITNESS WHEREOF, the Party or Parties hereto have executed this instrument this 14TH day of SEPTEMBER, 2015.

Grantor:

Joint School District No. 1 of the Village of
Germantown, Towns of Germantown,
Richfield, Jackson and Polk

Germantown School District


Richard A. Erickson
Director of Business & Auxiliary Services

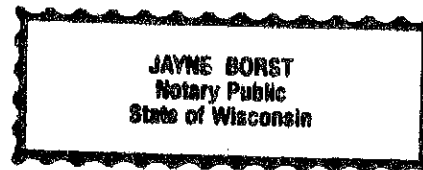


Lester Spies,
Clerk of Germantown School District

STATE OF WISCONSIN)
: SS
COUNTY)

Personally came before me this 14TH day of SEPTEMBER, 2015 the above named **Richard A. Erickson** and **Lester Spies**, known to me to be the Director of Business & Auxiliary Services and Clerk of Germantown School District who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.


Notary Public, State of Wisconsin
Print Name: JAYNE BORST
My commission expires 9-2-2017
[Notary Seal]



15-0059.8A, 17A

This instrument was drafted by Rita Qualls on behalf of Wisconsin Gas LLC, 231 W. Michigan St., Milwaukee WI 53203.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AND EASEMENT AREA

GRANTOR:
GERMANTOWN SCHOOL DISTRICT
N104 W13840 DONGES BAY RD
GERMANTOWN, WI 53022

TAX PARCEL NO.
GNTV 263-988
GNTV 341-975

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202

PROPERTY DESCRIPTION

PARCEL GNTV 263-988:

Lot 2 of Certified Survey Map No. 4473, recorded on April 6, 1995, as Document No. 688873, being a part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, Excepting therefrom the Northerly 30 feet thereof.

PARCEL GNTV 341-975:

That part of the South Half of the South Half of the Northeast 1/4 of Section 34, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows: Commencing at the center of said Section 34; thence North 1°26'42" West, 660.77 feet; thence North 88°36'51" East, 1643.31 feet; thence South 1°17'15" East, 662.64; thence South 88°42'45" West, 1641.49 feet to the place of beginning. EXCEPTING THEREFROM: Lot 1 of Certified Survey Map No. 4531, recorded on August 15, 1995 as Document No. 697516, being a part of the Southwest 1/4 of the Northeast 1/4, Section 34, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

PERMANENT EASEMENT DESCRIPTION

PARCEL GNTV 263-988 (EXHIBIT B: PG. 2):

That part of Lot 2 of CSM 4473 in the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the S 1/4 corner of said Section 26; thence N02°04'04"W along the east line of said SW 1/4, 60.00 feet to the north line of Donges Bay Rd. and the point of beginning; thence S88°27'11"W along said north line, 839.70 feet to the east line of Preserve Parkway and the west line of the owner's land; thence N01°47'04"W along said line, 50.00 feet; thence N88°27'11"E 839.45 feet to said east line; thence S02°04'04"E along said east line, 50.00 feet to the point of beginning.

The Permanent Easement Area contains 0.964 acre, more or less.

PARCEL GNTV 341-975 (EXHIBIT B: PG. 3):

That part of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the E 1/4 corner of said Section 34; thence S88°42'50"W along the south line of said NE 1/4, 1001.52 feet to the east line of the owner's land and the point of beginning; thence continuing S88°42'50"W along said south line, 319.89 feet to a west line of the owner's land; thence N01°25'23"W along said west line, 50.00 feet; thence N88°42'50"E 320.02 feet to the east line of the owner's land; thence S01°16'10"E along said east line, 50.00 feet to the point of beginning.

The Permanent Easement Area contains 0.367 acre, more or less.

Total Permanent Easement Areas contain 1.331 acres, more or less.

Total Temporary Easement Areas contain 0.849 acre, more or less.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

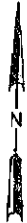
REVISIONS:	DATE: 11/19/2015
	SCALE: NA
	SHEET NUMBER:
	1 of 1

GRANTOR:
GERMANTOWN SCHOOL DISTRICT
N104 W13840 DONGES BAY RD
GERMANTOWN, WI 53022

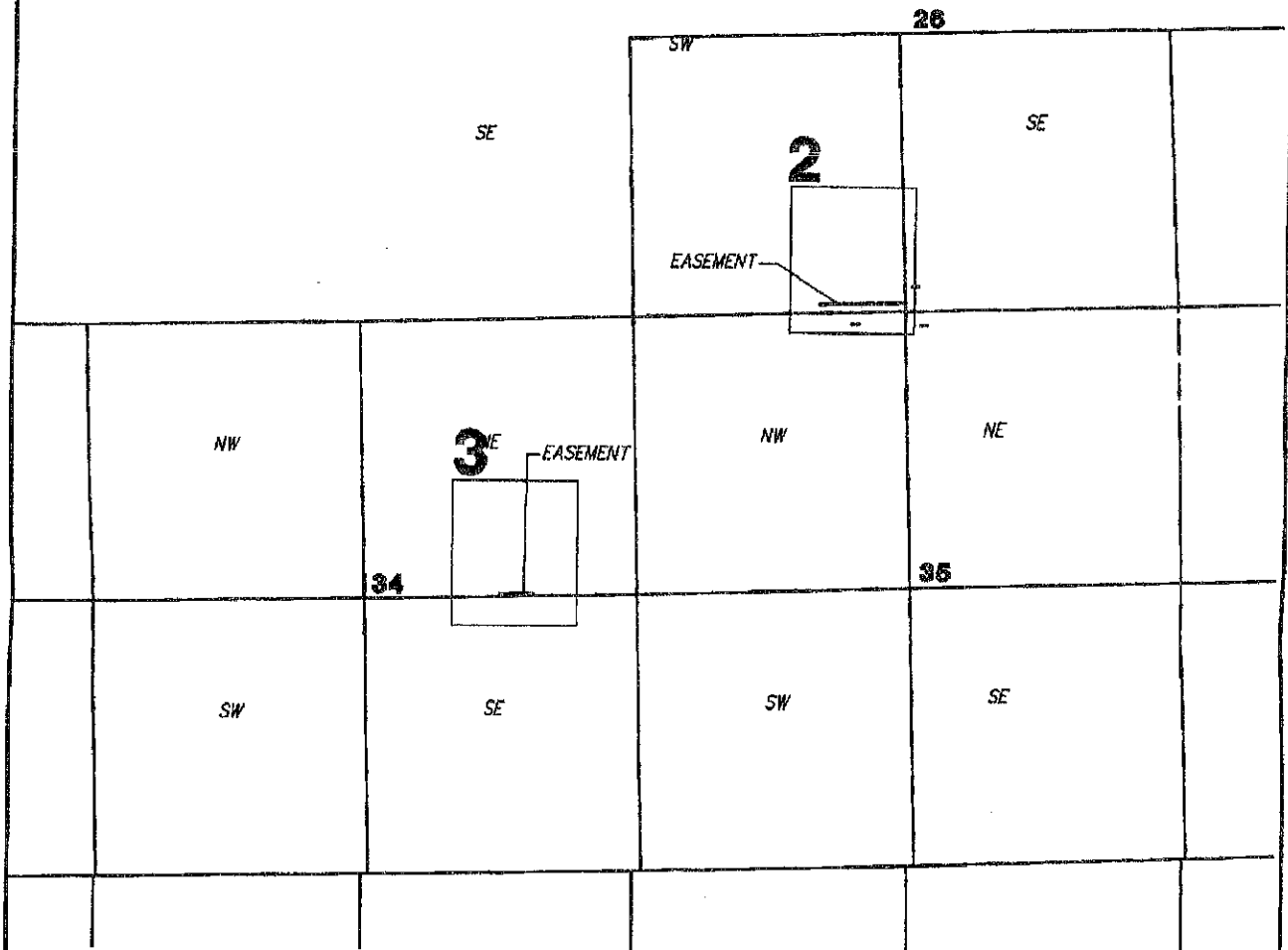
TAX PARCEL NO.
GNTV 263-988
GTNV 341-975

EXHIBIT B EASEMENT KEY MAP

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202



SECTION 26 T9N R20E
SECTION 34 T9N R20E



NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



we energies



DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

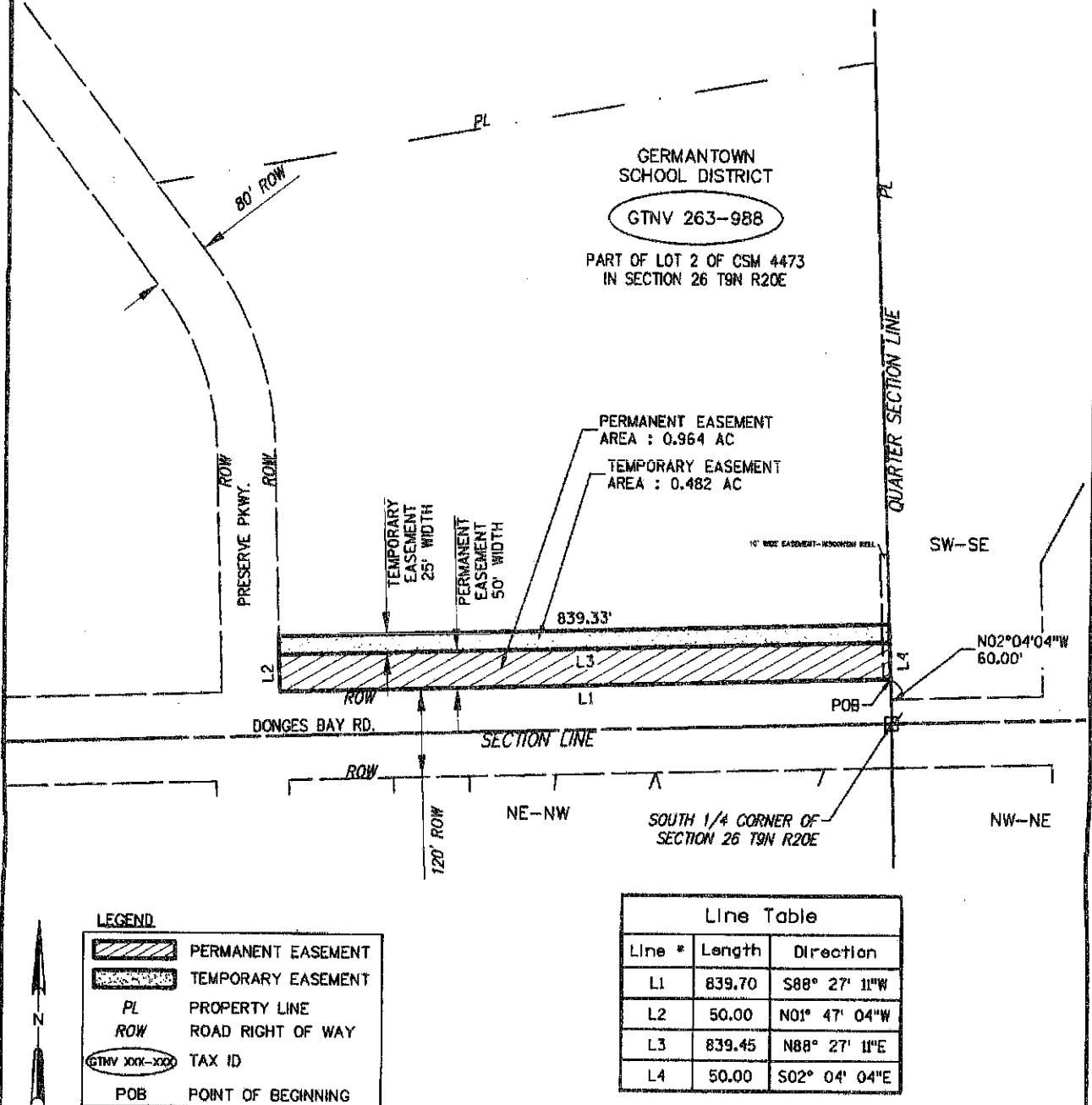
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	SCALE: N/A
	SHEET NUMBER:
	1 of 3

GRANTOR:
GERMANTOWN SCHOOL DISTRICT
N104 W13840 DONGES BAY RD
GERMANTOWN, WI 53022

TAX PARCEL NO.
GNTV 263-988

EXHIBIT B EASEMENT DESCRIPTION MAP

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202



we energies



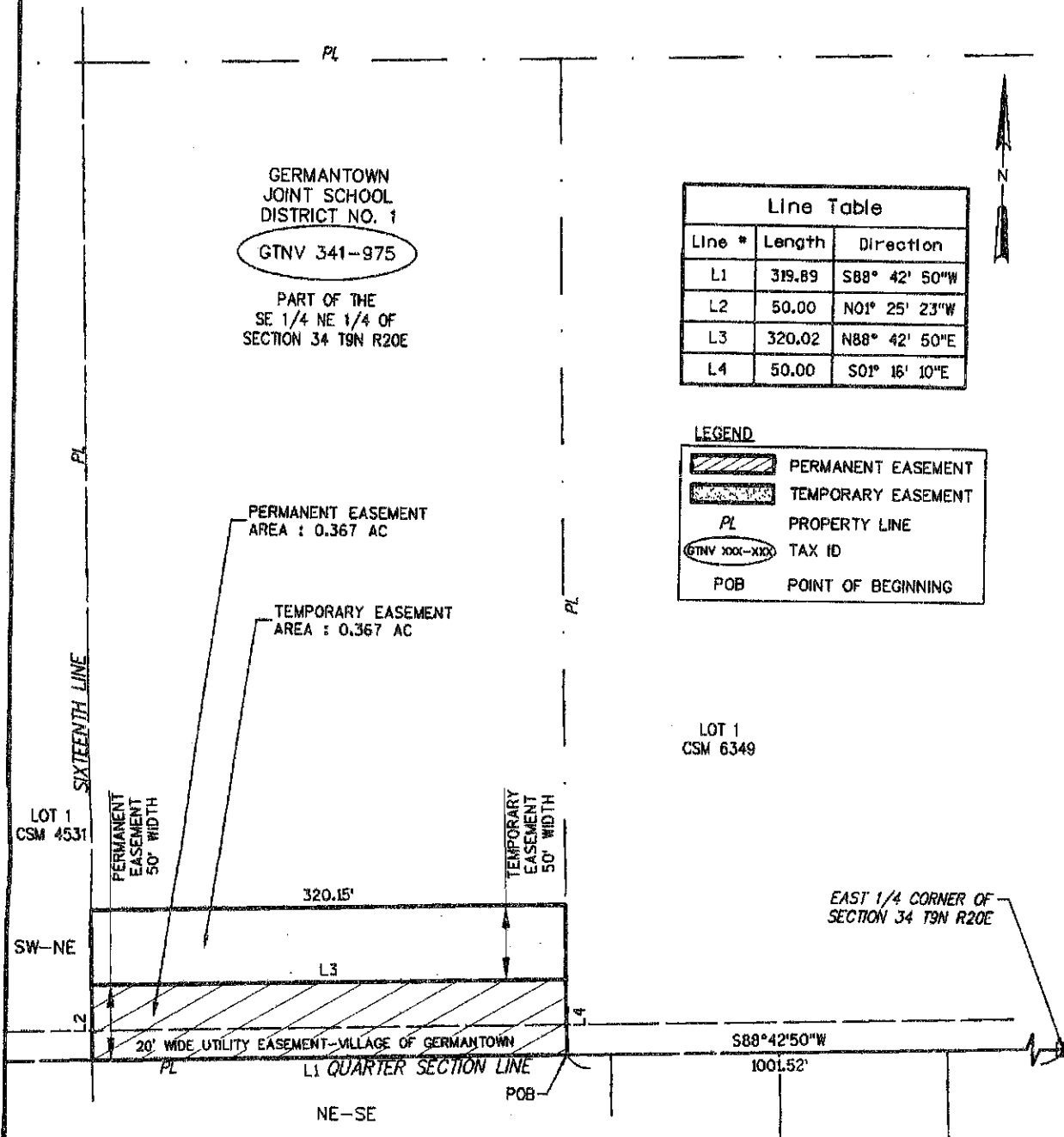
DRAWN BY: SAK
CHECKED: GRS
APPROVED: GRS

REVISIONS: DATE: 11/19/2015
SCALE: 1" = 200'
SHEET NUMBER:
2 of 3

GRANTOR:
GERMANTOWN SCHOOL DISTRICT
N104 W13840 DONGES BAY RD
GERMANTOWN, WI 53022
TAX PARCEL NO.
GNTV 341-975

EXHIBIT B EASEMENT DESCRIPTION MAP

GRANTEE:
WISCONSIN GAS LLC
231 W. MICHIGAN ST.
MILWAUKEE, WI. 53202



NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



we energies



DRAWN BY: SAK
CHECKED: GRS
APPROVED: GRS

REVISIONS:

DATE: 11/19/2015

SCALE: 1" = 100'

SHEET NUMBER:

3 of 3

EXHIBIT "C"

ADDENDUM

General Construction Requirements and Restrictions for Wisconsin Gas LLC Gas Easement Areas

1. The Easement Area must be accessible to Grantee and its duly authorized agents, invitees, contractors, persons, firms or corporations.
2. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Grantee's prior written approval.
3. The elevation or grade over the gas pipeline may not be altered by more than 6 inches without Grantee's prior written approval with a minimum cover of 36 inches being required at all times.
4. Retention ponds and their inlets/outlets are not permitted within the Easement Area.
5. Drainage ditches or drain tiles are not permitted within the gas pipeline Easement Area without Grantee's prior written approval of Grantor's plans. Plans must include consideration for proper cover and erosion protection.
6. Septic fields or mound systems are not permitted within the Easement Area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Gas LLC representative present to view and inspect excavation activities.
7. Underground culverts, pipelines, cables, sewers or any utility may not be placed within 18 inches of the gas pipeline, and may not be placed within the Easement Area without Grantee's prior written approval of Grantor's plan. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Gas LLC representative present to view and inspect excavation activities.
8. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the Easement Area. The current contact for Digger's Hotline is 811 or 1-800-242-8511 or www.diggershotline.com.
9. Structures or above ground improvements are not permitted within the Easement Area. Prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Fencing may be installed in the Easement Area provided fence posts are placed a minimum of five feet from the gas pipeline.

EXHIBIT "C" – Page 2

10. Landscaping, including planting of trees and shrubs, is not permitted within 15 feet of the centerline of the pipeline.
11. The installation of private or public roads may be permitted within the Easement Area with Grantee's prior written approval of Grantor's road plan, which shall not be unreasonably withheld or delayed. The road plan must show sound structural fill around the gas pipeline. Grantee may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline.
12. A paved/compacted surface, such as a driveway, may be permitted within the Easement Area with Grantee's prior written approval of Grantor's driveway plan, which shall not be unreasonably withheld or delayed. The driveway plan must provide a minimum cover of 48 inches over the gas pipeline.
13. Heavy earth moving equipment may not be routed over the gas pipeline without Grantee's prior written approval of Grantor's construction plan, which shall not be unreasonably withheld or delayed. The construction plan must provide sufficient load bearing protection, including, but not limited to, temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods.
14. **Wisconsin Gas LLC Field Operations must be contacted at least three (3) working days prior to any excavation activity within the Easement Area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for Wisconsin Gas LLC Call Center is 1-800-242-9137.**

WISCONSIN GAS LLC
Attn: System Engineering, A516
333 W. Everett Street
MILWAUKEE, WI 53203

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 25-2020

**MEMORANDUM OF UNDERSTANDING VILLAGE OF GERMANTOWN AND VILLAGE
OF RICHFIELD**

WHEREAS, the Village of Germantown and Village of Richfield staff and attorneys have reviewed the attached memorandum of understanding between the Village of Germantown and Village of Richfield to go forward and analyze the feasibility of sewer and water utilities extended from the Village of Germantown to the Village of Richfield to serve a limited portion of the Village of Richfield; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Memorandum of Understanding between the Village of Germantown and the Village of Richfield.

Introduced by: _____

Adopted: March 16, 2020

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

***VILLAGE OF GERMANTOWN
AND
VILLAGE OF RICHFIELD***

This Memorandum of Understanding (MOU), made and entered freely into by the respective Village Boards of the Village of Germantown, hereinafter called the “VOG” and the Village of Richfield, hereinafter called the “VOR”.

RECITALS

WHEREAS, VOG and VOR are authorized under Wis. Stat. § 66.0301(2) to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, this MOU is predicated on the belief that both communities believe it is in their best interest to analyze the feasibility of sewer and water utilities being extended from the VOG to the VOR along Holy Hill Road and/or Rockfield Road to serve a very limited portion of the VOR known in Richfield as the “Northeast Corridor,” which is depicted in **Exhibit A**; and

WHEREAS, VOR desires to encourage commercial development in the Northeast Corridor based in part due to its proximity to I-41, a major transportation arterial connecting the Village with major economic development centers in our region; and

WHEREAS, VOR has determined that serving the Northeast Corridor with water and sewer should be explored because the geological makeup of the area is primarily made up of clay with shallow dolomite bedrock which does not contain the same groundwater recharge properties as the glacial sand and gravel found throughout the majority of the rest of the VOR which geologically is largely glacial sand and gravel; and

WHEREAS, to illustrate its commitment that sewer and water service is only appropriate in the Northeast Corridor, in 2012 VOR created Sections 2.05(E) and (f) of the Richfield Code of Ordinances which generally requires a public referendum by VOR taxpayers for any public works project if it 1) is funded by Village property tax dollars, 2) is located west of STH 175, 3) requires the immediate connection of all property owners in a residential subdivision and the Village does not have express written consent of 50% or more of the residents being considered for sewer and water utilities, and 4) is not required by any Federal, State, County Ordinances or Rules and/or Court orders; and

WHEREAS, water service is further limited to the Northeast Corridor based upon the location of the subcontinental divide which sends water east of STH 175 to Lake Michigan and water west of STH 175 to the Mississippi River; and

WHEREAS, over the course of the last several years, considerable economic development has been occurring in the VOG along the “Holy Hill Corridor” which has brought utilities in close proximity to the VOR boundaries; and

WHEREAS, VOG has determined that serving the Northeast Corridor of the VOR will benefit the financial health of its water and sewer utilities by increasing the customer base and also determined that compatible development of the Northeast Corridor serves to continue to drive development within the Holy Hill Corridor; and

WHEREAS, VOG supports VOR's desire to benefit from the economic development occurring along the Holy Hill Road corridor that has resulted from land use policy and financial investment decisions made by VOG and both communities agree to work together in the spirit of regional collaboration to develop land use patterns that are complimentary to one another and does not put either community in a competitive disadvantage or otherwise impede the type, amount, location of future development in VOG for which land use plans and significant public investment decisions have already been made;

WHEREAS, the VOG and the VOR endeavor to work collaboratively together to better understand whether this type of regional partnership makes sense for each community; and

WHEREAS, it is envisioned that, should the results of the activities contemplated in this MOU lead to more serious discussions about the extension of sewer and water utilities to the Northeast Corridor, a subsequent agreement formalizing that extension will be necessary along with public education and outreach to better inform the respective taxpayers of the findings and analysis undertaken as a part of this MOU; and

WHEREAS, the VOG and the VOR endeavor to seek this partnership to create "Win-Win" economic development scenarios where cooperation rather than competition benefits the collective taxpayers while recognizing that innovative Board leadership and a transparent organizational partnership are essential to the success of any proposed partnership.

NOW, THEREFORE, based upon the foregoing recitals, its is agreed by and between both parties that:

MUNICIPAL RESPONSIBILITIES

- A. The parties agree to explore the feasibility of providing utility service from VOG to VOR. This feasibility study will include engineering and technical studies and review, legal and regulatory (Public Service Commission, SEWRPC, MMSD, etc) analysis, financial analysis, and an exploration of the use of a cooperative program of zoning and economic development tools to better serve the communities.
- B. The VOR accepts the cost and responsibility for drafting legal agreements and/or legal instruments along with any necessary engineering plans related to the potential extension of sewer and water utilities from the VOG. It is understood that these costs may or may not be able to be recouped through subsequent agreements or future development opportunities with third-parties.
- C. The VOG will be utilizing its professional staff, at its cost, to review any documents created by the VOR related to the potential extension of sewer and water utilities to the VOR. It is understood that these costs may or may not be able to be recouped through subsequent agreements or future development opportunities.
- D. The VOR will provide to the VOG, upon request, any previously conducted engineering and/or planning studies or information which may be beneficial that are subject to Wisconsin's Open Records Requests.

- E. The VOG will provide to the VOR, upon request, any previously conducted engineering and/or planning studies or information which may be beneficial that are subject to Wisconsin's Open Records Requests.
- F. To the extent that there are any engineering or planning studies or information which may be beneficial but that may be confidential in nature and subject to an exemption from the Open Records law, the parties may agree to share the same provided that appropriate safeguards are put in place to preserve its confidentiality.
- G. VOG and VOR agree to meet with Economic Development Washington County (EDWC) to help develop a set of mutually agreeable financial incentives, if any, to present to the respective Boards that each community may want to consider uniformly offering any potential developer.
- H. VOG and VOR agree to utilize EDWC, SEWRPC or other similar entities to assist them in arriving at a mutually beneficial zoning and land use plan for the area designed to provide for the largest benefit to the communities as a whole while minimizing direct competition for development where appropriate.

DUTY TO COOPERATE

- A. Each party hereto shall commence, carry on and complete its obligations under this agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this agreement and all applicable laws.

SEVERABILITY

- A. The various provisions of this agreement are declared to be severable and the finding of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this agreement and the same shall continue in effect unless modified by the parties.

NO THIRD-PARTY RIGHTS

- A. This is an agreement between the VOG and the VOR and nothing herein creates any vested rights to any third-party, organization, or company (as broadly defined).

LIABILITY

- A. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement. Nothing contained within this paragraph or contract is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52., and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

ENTIRE AGREEMENT AND AMENDMENTS

- A. The entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this agreement shall not be amended by any fashion except in writing, executed by both parties.

Village of Germantown

By: _____

Title: _____

Date: _____

Village of Richfield

By: _____

Title: _____

Date: _____

EXHIBIT A

