***AMENDED AGENDA**

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **REGULAR MEETING OF THE VILLAGE BOARD**

DATE AND TIME: **MONDAY, APRIL 6, 2020** **7:00 p.m.**

LOCATION: **VIRTUAL WEBEX MEETING:**

Meeting Number: 626 628 245 Meeting Password: WqsYdH6bT72

https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mdfa92c546aee8f6c15af6b0e075fd8f3 or Call 408-418-9388.

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings and the various federal and state orders implementing hat recommendation, this meeting will be held virtually through the WebEx platform with each member accessing the meeting remotely. Citizens wishing to view the meeting are encouraged to watch the live broadcast of the meeting through Channel 25 on Spectrum cable, or on the Village's website.

Citizens wishing to submit any public comments should do so by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members for their consideration. Citizens wishing to present their comments verbally can join the WebEx meeting using their phone, computer or other internet-capable device and using the meeting number access code specified above.

To reasonably accommodate citizens who are unable to view or participate in another manner, the Village Board room will be open and set up with technology to access the meeting. Social distancing will be employed within the Board room so seating will be limited.

AGENDA

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

II. **ROLL CALL:**

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

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

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) Written Public Comments should be directed to comments@village.germantown.wi.us, by 4 p.m. on Monday, April 6 so that they can be provided to the members for their consideration.

VII. CONSENT AGENDA:

A. Approval of Minutes March 16, 2020 Regular Village Board Meeting.

B. Accounts payable/payroll

1.	March 17, 2020	Payroll (Hourly)	$ 232,546.81
2.	March 25, 2020	Accounts Payable	$ 651,674.54
3.	March 31, 2020	Payroll (Hourly & Salary)	$ 346,179.01
4.	March 31, 2020	Accounts Payable	$ 2,292,723.79

C. Operator's License: Michaela Buchholz, Nicholas Greenhalgh, Jason Sikora. [Recommendation Forthcoming].

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

D. Resolution 26-2020, Resolution Authorizing the Charge Back of Uncollected 2018 Delinquent Personal Property.

E. Fire Chief Salary Adjustment.

VIII. OLD BUSINESS:

A. COVID-19 Coronavirus Update

IX. PUBLIC HEARINGS:

A. None.

X. NEW BUSINESS:

A. Resolution 28-2020, Resolution Ratifying COVID-19 Emergency Proclamation No. 1 Implementing Provisions of the Families First Coronavirus Response Act.

B. Resolution 29-2020, Resolution Ratifying COVID-19 Emergency Proclamation No. 2 Concerning the Location and Handling of Public Meetings.

C. Resolution 30-2020, Resolution Ratifying COVID-19 Emergency Proclamation No. 3 Combining and Relocating Poll Locations for the April 7, 2020 Spring Election and Presidential Preference Vote.

D. Resolution 31-2020, Resolution Awarding the Sale of $3,915,000 General Obligation Promissory Notes, Series 2020A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith.

*E. 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.

*F. Conflict Waiver for Village Labor Counsel, von Briesen & Roper, for representation of Discount Ramps.com LLC on Property Assessment matters.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, April 20, 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 16, 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, Miller, Warren, Wing, and Zabel. Trustee Myers was absent excused. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Rath, Director Schroeder, and Director Ratayczak.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Clerk Braunschweig reported that voters are encouraged to request an absentee ballot to be mailed to them. Myvote.wi.gov allows voters to make a request. In Person Absentee voting for the April 7th election starts on Tuesday, March 17th.

President Wolter read the letter from the Department of Transportation in regards to the Holy Hill project. The Department of Transportation will reimburse up to 1 million or 21% of the project.

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

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

Pres. Wolter reported that item C has been removed from the Agenda based on the number of people that would be here for that item.
Email from Matt Cudney was read by Pres. Wolter. Mr. Cudney requested a special meeting for the Rezoning of item C. He objects of the item being removed from the meeting.

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. Operators License: 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.

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

OLD BUSINESS:

A. None.

PUBLIC HEARING:

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.

Director Ratayczak came forward and gave background of the item of the Right of Way discontinuance. The Approved CSM and area vacated were shown.

Pres. Wolter read the Public Hearing Notice at 7:13 pm.
No One came forward.
Pres. Wolter closed the public hearing at 7:14 p.m.

NEW BUSINESS:

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.

Motion (Baum/Zabel) to approve 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. Motion carried unanimously.

Certified Survey Map Lot Combination for Steven & Elizabeth Green - N116 W16033 & N116 W16011 Main Street.

Motion (Baum/Kaminski) to approve Certified Survey Map Lot Combination for Steven & Elizabeth Green - N116 W16033 & N116 W16011 Main Street. Motion carried unanimously.

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.

No action was taken on 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.

Animal Fancier License: Cherie and Robert Carty, W154N10230 Regency Court, Germantown.
Motion (Baum/Kaminski) to approve Animal Fancier License: Cherie and Robert Carty, W154N10230 Regency Court, Germantown. Emails were read into the record. Marliee and Kim Kolinski and Todd Poppe did not have any objection. Dick Mainz and Merry McCollum were opposed. Motion carried. Hughes voted no.

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.

Motion (Baum/Kaminski) to approve 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.

Village Administrator Kreklow reported on the item. The Memorandum of Understanding lists a series of responsibilities. The Village of Richfield would agree to absorb the cost for drafting and the consultants. Work may begin this summer. Reports of feasibility and potential benefits would come back.

Village Attorney Sajdak reported that this agreement gives the staff the go ahead to work out the frame work of the service. There would be a future formal agreement before the Village Board. This agreement is designed to give staff the authority to explore an extension of water and sewer utilities.

Motion carried. Wing and Zabel voted no.

Declaring a Public Health Emergency in Response to the Covid-19 Coronvirus.

Administrator Kreklow reported that items are moving quickly. He presented information I regards to the Covid-19 Coronvirus. This has been declared a pandemic and national emergency. K-12 Schools in the State of Wisconsin are closed. The Library is closed, Kids Club is closed, Senior Center is closed. Voters are encouraged to vote by mail. Election Staffing will be an issue. The financial markets are being monitored for the April 6th bond sale.

The Village Attorney distributed a Resolution declaring a public health emergency. The current response to Covid-19 may assist with disaster relief. This is a way to accomplish that.

The Resolution appoints the Village President as the Chief Executive Officer and then the next in seniority amongst the board.

This addresses and allows the meetings by way of telephone or video conference in a meeting. There are proposals to relax the open meetings requirements.

Motion (Zabel/Baum) to approve Resolution Declaring a Public Health Emergency in response to the COVID-19 Coronavirus. Motion carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:00 p.m.

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

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 26-2020

RESOLUTION AUTHORIZING THE CHARGE BACK OF UNCOLLECTED 2018 DELINQUENT PERSONAL PROPERTY TAXES

WHEREAS, Personal Property Taxes are settled in full with the taxing jurisdictions during the February settlement. AND, WHEREAS various 2018 personal property taxes due to the Village of Germantown remain unpaid and are deemed uncollectible; and,

WHEREAS, for taxes assessed as of January 1, 2011, a taxation district may only charge back personal property taxes if the taxes are owed by an entity that has ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll, the Village Finance Director has, in accordance with the provisions of Section 74.42 (1) Wisconsin Statutes, charged back to each taxing jurisdiction its proportional share of the uncollected personal property taxes; and,

WHEREAS, other delinquent accounts have been sent to Waukesha County for further collection efforts or are being pursued internally, and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, Washington County, Wisconsin, that the following uncollected 2018 Personal Property taxes will be removed from the general ledger: Please see the attached listing of accounts which totals $200.10, of which the Village share is **$54.11.**

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna Braunschweig, WCMC/CMC
Village Clerk

Village of Germantown

CHARGE OFF OF DELINQUENT 2018 PERSONAL PROPERTY TAXES - 03/02/2020

		Due From County	Due From Village	Due From School	Due From MATC	TOTAL	CONDITION
PC35100100	COMMERCIAL CONSULTANTS	0.23	0.47	0.92	0.12	1.74	3
PE999024	ENGINEERING RESOURCE	21.61	43.29	84.12	11.07	160.09	3
PG28100208	GENESIS BEHAVIORAL SERV	1.64	3.29	6.40	0.84	12.17	3
PP20400195	PROGRESSIVE LANDSCAPE	2.34	4.71	9.14	1.21	17.40	3
PM28109600	MUDGETT, JOHN	1.19	2.35	4.58	0.58	8.70	3
		27.01	**54.11**	105.16	13.82	200.10	

Charge back conditions:

1) Entity ceased operations
2) Filed petition for bankruptcy
3) Removed from next assessment roll

Accounts Sent to Waukesha County Collections or being pursued internally

PC21200696	CL THOMPSON	167.05
PJ22400107	Chan & Duke Lee	273.19
PK19402900	KEW PRODUCTIONS	123.55
PN20300596	NAILS LOUNGE	139.19
PN2220170	THAO NGUYGEN	45.24
PP999001010	PFA INC	107.88
PP999020	PINNACLE WOODWORK	412.39
PS22101594	SCHMAUS LAW OFFICE	113.11
PS22400894	KUSSOM ENTERPRISES	92.22
PS33300207	SUBWAY	45.24
Total		1,519.06

GENERAL GOVERNMENT & FINANCE COMMITTEE & VILLAGE BOARD

GERMANTOWN, WI

MEETING DATE: March 16, 2020 & April 6, 2020

AGENDA ITEM: New Business

ITEM TITLES: Fire Chief Salary Adjustment

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

When the Police & Fire Commission appointed John Delain as Fire Chief in 2018, the Village Board included a provision to increase Chief Delain's pay by $2,000 upon enrollment in the Executive Fire Officer Program at the National Fire Academy. Unfortunately, that program included a requirement that participants hold a bachelor's degree. As a result, Mr. Delain was not eligible.

At the beginning of this year, Mr. Delain was accepted into and is participating in the Chief Officer Program that is offered through a collaboration between UW-Oshkosh and the Wisconsin State Fire Chiefs Association. I believe this meets the intent of the Village Board that Mr. Delain continue his professional education and training.

Attached: Ordinance_____ Resolution_____ Other__X__

Recommendation:

I recommend that Chief Delain's salary be increased by $2,000 annually, effective the next pay period.

Committee Action:

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 28-2020

A RESOLUTION RATIFYING COVID-19 EMERGENCY PROCLAMATION NO. 1 IMPLEMENTING PROVISIONS OF THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19; and

WHEREAS, on March 16, 2020, the Village of Germantown declared a local state of emergency; and

WHEREAS, on March 18, 2020, President Donald Trump signed the Families First Coronavirus Response Act ("FFCRA"), which expands the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act), and creates a paid sick leave entitlement for certain eligible employees (Emergency Paid Sick Leave Act); and

WHEREAS, the provisions of the FFCRA allows employers to exempt "emergency responders" and "health care provider" from provisions of the FFCRA; and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency; and

WHEREAS, Paragraphs 1 and 12 of Emergency Order #12 recognize that all services provided by local governments to ensure the continuing operation of the government body and provide and support the health, safety, and welfare of the public are considered "Essential Governmental Functions" that must continue during the duration of the emergency; and

WHEREAS, Emergency Order #12 categorically exempts broad categories of local government employees from the restrictions contained therein and otherwise provides local governments with broad discretion to identify employees and contractors necessary for the performance of a local government's "Essential Governmental Functions;" and

WHEREAS, on March 31, 2020, Village President Wolter issued COVID-19 Emergency Proclamation No. 1 wherein certain employees were declared to be "emergency responders" under the FFCRA and various aspects of the FFCRA were adopted into the policies of the Village; and

WHEREAS, pursuant to Wis. Stat. § 323.14(4)(b), the Proclamation is subject to ratification, alteration, modification or repeal by the Village Board; and

WHEREAS, the purpose of this Resolution is to provide the process for identifying employees, categories of employment, positions and/or departments that are "emergency responders" under the FFCRA and, as a result, exempt from the provisions of the FFCRA.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that COVID-19 Emergency Proclamation No. 1 Implementing Provisions of the Families First Coronavirus Response Act is hereby ratified in its entirety.

Introduced by: _____

Adopted: April 6, 2020

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

COVID-19 EMERGENCY PROCLAMATION NO. 1

A PROCLAMATION IMPLEMENTING PROVISIONS OF THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19; and

WHEREAS, on March 16, 2020, the Village of Germantown declared a local state of emergency; and

WHEREAS, on March 18, 2020, President Donald Trump signed the Families First Coronavirus Response Act ("FFCRA"), which expands the Family and Medical Leave Act (Emergency Family and Medical Leave Expansion Act), and creates a paid sick leave entitlement for certain eligible employees (Emergency Paid Sick Leave Act); and

WHEREAS, the provisions of the FFCRA allows employers to exempt "emergency responders" and "health care provider" from provisions of the FFCRA; and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency; and

WHEREAS, Paragraphs 1 and 12 of Emergency Order #12 recognize that all services provided by local governments to ensure the continuing operation of the government body and provide and support the health, safety, and welfare of the public are considered "Essential Governmental Functions" that must continue during the duration of the emergency; and

WHEREAS, Emergency Order #12 categorically exempts broad categories of local government employees from the restrictions contained therein and otherwise provides local governments with broad discretion to identify employees and contractors necessary for the performance of a local government's "Essential Governmental Functions;" and

WHEREAS, the purpose of this Proclamation is to provide the process for identifying employees, categories of employment, positions and/or departments that are "emergency responders" under the FFCRA and, as a result, exempt from the provisions of the FFCRA; and also to otherwise implement the provisions of the FFCRA.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Dean M. Wolter, Village President of the Village of Germantown, Wisconsin, on behalf of all of the Citizens of Germantown and the staff of Village government, hereby declare, as follows:

1. Pursuant to Wis. Stat. § 323.14(4)(b), upon current facts and the inability of the Village Board of the Village of Germantown to meet promptly, it is necessary and expedient for the health, safety, protection, and welfare of persons and property within the Village to ensure that the Village's emergency response continue uninterrupted such that it is appropriate to issue this Proclamation to classify certain positions as emergency responders under the FFCRA prior to its effective date.

2. The following positions in the Village of Germantown are hereby designated as "emergency responder" for purposes of the application and implementation of the FFCRA:

- Village Administrator
- Crime Prevention Officer
- Custodian
- Deputy Treasurer
- Designated Operator
- DPW Administrative Assistant
- Finance Director
- Fire Admin Assistant
- Fire Battalion Chief
- Fire Captain
- Fire Chief
- Fire Lieutenant
- Firefighter
- Firefighter/EMT
- Firefighter/Paramedic
- Foreman Highways, Parks, Buildings and Grounds
- Heavy Equipment Operator
- Highway Parks Buildings & Grounds Crew Leader

- Maintenance Operator
- Mechanic I
- Mechanic II
- MPO
- Operator
- Police Captain
- Police Chief
- Police Clerk Typist
- Police Communications Officer
- Police Communications Supervisor
- Police Detectives
- Police Lieutenant
- Police Officer
- Police Secretary
- Public Works Director
- School Resource Officer
- Superintendent of Highways, Parks, Buildings and Grounds
- Superintendent of the Wastewater Utility
- Superintendent of the Water Utility
- Support Services Manager
- Village Clerk

3. It is the intent of this Proclamation to define the terms "emergency responder" in the broadest sense possible consistent with the law in an effort to ensure and continue our essential functions during this pandemic and time of emergency. Final determinations regarding the definition of emergency responder and/or health care provider as applied to any employment position with the Village shall be determined by the Village Administrator, with such decision being final.

4. The attached Family and Medical Leave Policy Addendum to the Village's FMLA Policy and the attached Emergency Sick Leave Policy are hereby adopted as policies of the Village.

5. This Proclamation is effective immediately.

Dated this 31 day of March, 2020.

Dean M. Wolter, Village President

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 29-2020

A RESOLUTION RATIFYING COVID-19 EMERGENCY PROCLAMATION NO. 2 CONCERNING THE LOCATION AND HANDLING OF PUBLIC MEETINGS

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19; and

WHEREAS, on March 16, 2020, the Village of Germantown declared a local state of emergency; and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency which has certain impacts on the operations of the Village; and

WHEREAS, on March 31, 2020, Village President Wolter issued COVID-19 Emergency Proclamation No. 2 wherein the location for Village Meetings was changed to require the use of electronic meetings; and

WHEREAS, pursuant to Wis. Stat. § 323.14(4)(b), the Proclamation is subject to ratification, alteration, modification or repeal by the Village Board; and

WHEREAS, the Village Board wishes to modify the Proclamation to provide additional clarity on the reasonable accommodations to be made for members of the public.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that COVID-19 Emergency Proclamation No. 2 Concerning the Location and Handling of Public Meetings is hereby amended as follows:

1. Paragraph 3 of the Proclamation is amended to read:

All such meetings shall provide an opportunity for the public to attend the meeting virtually and the means for such attendance shall be specified on the agenda for the meeting. Upon advanced notice of at least two hours, reasonable accommodations will be made for people without telephone or internet by opening, with appropriate social distancing protections, the Council Chambers which shall have technology available to allow attendance at the meeting.

BE IT FURTHER RESOLVED, that the Proclamation is approved as amended and shall be effective immediately.

Introduced by: _____

Adopted: April 6, 2020

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

COVID-19 EMERGENCY PROCLAMATION NO. 2

A PROCLAMATION CONCERNING THE LOCATION AND HANDLING OF PUBLIC MEETINGS

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19; and

WHEREAS, on March 16, 2020, the Village of Germantown declared a local state of emergency; and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency; and

WHEREAS, Paragraphs 1 and 12 of Emergency Order #12 recognize that all services provided by local governments to ensure the continuing operation of the government body and provide and support the health, safety, and welfare of the public are considered "Essential Governmental Functions" that must continue during the duration of the emergency; and

WHEREAS, Emergency Order suggests that technology should be utilized to the greaest extent possible to avoid large, in-person gatherings; and

WHEREAS, Wis. Stat. § 323.52(1) authorizes the Village to hold its meetings in other than normal locations when "during a state of emergency it becomes imprudent, inexpedient, or impossible to conduct the affairs of local government at the regular or usual place;" and

WHEREAS, the directives of the CDC and the declarations of emergency specified above require the use of social distancing such that it is imprudent to conduct meetings in-person within Village hall.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Dean M. Wolter, Village President of the Village of Germantown, Wisconsin, on behalf of all of the Citizens of Germantown and the staff of Village government, hereby declare, as follows:

1. Pursuant to Wis. Stat. § 323.14(4)(b), upon current facts and the inability of the Village Board of the Village of Germantown to meet promptly, it is necessary and expedient for the health, safety, protection, and welfare of persons and property within the Village to ensure that the Village's emergency response continue uninterrupted such that it is appropriate to issue this Proclamation to designate an alternate location for Village meetings.

2. Pursuant to Wis. Stat. § 323.52(1), it being imprudent to hold in-person meetings at Village Hall, all meetings of Village boards and commissions shall be held virtually to the greatest extent possible such that all members should attend their meetings utilizing telephonic, video or other electronic means as may be designated by the chair of the body in consultation with the Village Attorney with respect to compliance with Wisconsin Open Meetings Laws.

3. All such meetings shall provide an opportunity for the public to attend the meeting virtually and the means for such attendance shall be specified on the agenda for the meeting. The Village Board room shall also be open with technology available to allow attendance by any citizen who is unable to attend the meeting virtually at their residence provided that appropriate social distancing rules are implemented and followed.

4. This Proclamation shall supersede any statutes, ordinances, rules and the like that conflict with allowing virtual meetings including, but not limited to, rules for calculating attendance for quorum purposes that require physical presence.

5. This Proclamation is effective immediately.

Dated this ____ day of March, 2020.

Dean M. Wolter, Village President

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 30-2020

A RESOLUTION RATIFYING COVID-19 EMERGENCY PROCLAMATION NO. 3 COMBINING AND RELOCATING POLL LOCATIONS FOR THE APRIL 7, 2020 SPRING ELECTION AND PRESIDENTIAL PREFERENCE VOTE

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19; and

WHEREAS, on March 16, 2020, the Village of Germantown declared a local state of emergency; and

WHEREAS, on March 24, 2020, the State of Wisconsin issued a Safer at Home Emergency Order, Emergency Order #12, in response to the emergency which has certain impacts on the operations of the Village; and

WHEREAS, on March 31, 2020, Village President Wolter issued COVID-19 Emergency Proclamation No. 3 wherein the number and location of polling locations within the Village for the April 7th election was modified; and

WHEREAS, pursuant to Wis. Stat. § 323.14(4)(b), the Proclamation is subject to ratification, alteration, modification or repeal by the Village Board.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that COVID-19 Emergency Proclamation No. 3 Combining and Relocating Poll Locations for the April 7, 2020 Spring Election and Presidential Preference Vote is hereby ratified in its entirety.

Introduced by: _____

Adopted: April 6, 2020

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

COVID-19 EMERGENCY PROCLAMATION NO. 3

A PROCLAMATION COMBINING AND RELOCATING POLL LOCATIONS FOR THE APRIL 7, 2020 SPRING ELECTION AND PRESIDENTIAL PREFERENCE VOTE

WHEREAS, in December, 2019, a novel strain of the coronavirus was detected, now named COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

WHEREAS, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19; and

WHEREAS, on March 16, 2020, the Village of Germantown declared a local state of emergency; and

WHEREAS, the Village Clerk anticipates that, as a result of the pandemic, poll locations for the April 7, 2020, Spring Election and Presidential Preference Vote will be unable to open due to staffing restraints; and

WHEREAS, despite calls for relief with respect to the election, the inaction on the part of the Governor and State Legislature has resulted in the election continuing as scheduled..

NOW, THEREFORE, BE IT PROCLAIMED, that I, Dean M. Wolter, Village President of the Village of Germantown, Wisconsin, on behalf of all of the Citizens of Germantown and the staff of Village government, hereby declare, as follows:

1. Pursuant to Wis. Stat. § 323.14(4)(b), upon current facts and the inability of the Village Board of the Village of Germantown to meet promptly, it is necessary and expedient for the health, safety, protection, and welfare of persons and property within the Village to ensure that the Village's elections can run with an minimal interruption on the process such that it is appropriate to issue this Proclamation.

2. Pursuant to Wis. Stat. § 5.25(2), all polling locations within the Village of Germantown for the April 7, 2020 Spring Election and Presidential Preference Vote are hereby combined into a single polling location which shall be the field house of the Germantown High School, W180N11501 River Ln, Germantown, WI 53022.

3. The Village Clerk shall take all required steps under the law to effectuate this change.

4. The Village Clerk and the Village's elections inspectors shall take any and all necessary steps to ensure appropriate social distancing guidelines are followed on election day.

Dated this 31 day of March, 2020.

Dean M. Wolter, Village President

RESOLUTION NO. 31-2020

RESOLUTION AWARDING THE SALE OF $3,915,000** GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A; PROVIDING THE FORM OF THE NOTES; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on March 2, 2020, the Village Board of the Village of Germantown, Washington County, Wisconsin (the "Village") adopted a resolution entitled: "Resolution Authorizing the Borrowing of Not to Exceed $3,915,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor" (the "Authorizing Resolution") which authorized the issuance and sale of general obligation promissory notes for the purpose of paying the costs of 2020 capital improvements including building, road and park improvements, public works campus design costs and equipment acquisition (the "Project");

WHEREAS, pursuant to the Authorizing Resolution, the Finance Director (in consultation with the Village's financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation promissory notes for public sale on April 6, 2020;

WHEREAS, sealed bid proposals were received as summarized on Exhibit C attached hereto; and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by _____ _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

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

Section 1. Award of the Notes. The bid proposal of _____, _____, _____ (the "Purchaser") is hereby accepted, said proposal offering to purchase the THREE MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS ($3,915,000) General Obligation Promissory Notes, Series 2020A (the "Notes") for the sum of _____ _____ DOLLARS ($_____), plus accrued interest to the date of delivery resulting in a net interest cost of _____ DOLLARS ($_____) and a true interest rate of _._____%.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2020A"; shall be dated April 23, 2020; shall be in the denomination of $5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable

** Preliminary, subject to change.

semi-annually on March 1 and September 1 of each year commencing September 1, 2020. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

Section 3. Designation of Purchaser as Agent. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Redemption Provisions. At the option of the Village, the Notes maturing on March 1, 2027 and thereafter shall be subject to redemption prior to maturity on March 1, 2026 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit F attached hereto and incorporated herein by this reference.]

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. Said direct annual irrepealable tax shall be levied in the years 2020 through 2029 for payments due in 2021 through 2030 in the amounts as set forth on the Schedule.

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

$_____ of the premium received as part of the purchase price of the Notes [and $_____ of funds on hand] shall be irrevocably deposited into the segregated Debt Service Fund Account for the Notes created below and used to pay the interest on the Notes coming due on September 1, 2020.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for $3,915,000 Village of Germantown General Obligation Promissory Notes, Series 2020A dated April 23, 2020." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying

the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

Section 9. Arbitrage Covenant. The Village shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

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

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

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

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

In accordance with Section 148(f)(4)(D) of the Code, the Village covenants that it is a governmental unit with general taxing powers; that the Notes are not "private activity bonds" as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the net proceeds of

the Notes are to be used for local governmental activities of the Village; and that the aggregate face amount of all tax-exempt obligations (other than "private activity bonds") issued by the Village, including all subordinate entities of the Village, during calendar year 2020 will not exceed $5,000,000. If for any reason the Village did not qualify for the small issuer exemption or any other exemption from the rebate requirements of the Code, the Village covenants that it would take all necessary steps to comply with such requirements.

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

Section 11. Persons Treated as Owners; Transfer of Notes. The Village Clerk shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

Section 13. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary

Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate Village official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

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

Section 15. Payment of the Notes. The principal of and interest on the Notes shall be paid by the Treasurer or his or her agent in lawful money of the United States.

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

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

Adopted this 6th day of April, 2020.

_____
Dean Wolter,
Village President

ATTEST:

_____
Deanna Braunschweig,
Village Clerk

(SEAL)

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA
REGISTERED STATE OF WISCONSIN
NO. R-__ WASHINGTON COUNTY
VILLAGE OF GERMANTOWN
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
MARCH 1, 20__	APRIL 23, 2020	_.___%	374118___

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
($_____)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing September 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

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

This Note is one of an issue of Notes aggregating the principal amount of $3,915,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of 2020 capital improvements including building, road and park improvements, public works campus design costs and equipment acquisition, all as authorized by resolutions of the Village Board duly adopted by said governing body at a meetings held on March 2 and April 6, 2020. Said resolutions are recorded in the official minutes of the Village Board for said dates.

At the option of the Village, the Notes maturing on March 1, 2027 and thereafter are subject to redemption prior to maturity on March 1, 2026 or on any date thereafter. Said Notes are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the 23rd day of April, 2020.

By:_____
Dean Wolter,
Village President

(SEAL)

By:_____
Deanna Braunschweig,
Village Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated:_____

Signature Guaranteed:

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

(Depository or its Nominee Name)

(Authorized Officer)

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

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: April 6, 2020

AGENDA ITEM: New Business [ORDINANCE 05-2020]

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:

DRAFT

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.

DRAFT

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

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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***

DRAFT

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 Kimmler 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.

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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: [illegible]

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

N104 W14942 Donges Bay Road

TAX KEY NUMBER

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.

5

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
- X Legal Description

7 READ AND INITIAL THE FOLLOWING:

MC — 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.

MC — 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 by sufficient cause to deny the petition.

MC — 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!

Applicant — Date: 1/21/2020

Owner — Date: 1/21/2020

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

NORTH

1" = 50' SCALE

50' 0 50' 100' FEET

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

2018 © EXCEL ENGINEERING, INC.

1394627

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

GAS DISTRIBUTION EASEMENT

Document Number

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".

RETURN TO:

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

9

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 ¼ of Section 26, and the Northeast ¼ 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.

(GTNV 341975)
(GTNV 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 ensealing 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. Ericksen,
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. Ericksen** 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]

JAYNE BORST
Notary Public
State of Wisconsin

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

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

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

PROPERTY DESCRIPTION

PARCEL GTNV 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 GTNV 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 GTNV 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 GTNV 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.

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS

we energies

DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

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

S:_CLIENTS\WE ENERGIES\150164 - WE GERMANTOWN MEQUON PIPELINE\SURVEY\EXHIBITS\ROUTE A\WASHINGTON COUNTY\GERMANTOWN SCHOOLS\GERMANTOWN SCHOOLS EXHIBIT.DWG

11/19/2015 3:39 PM

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

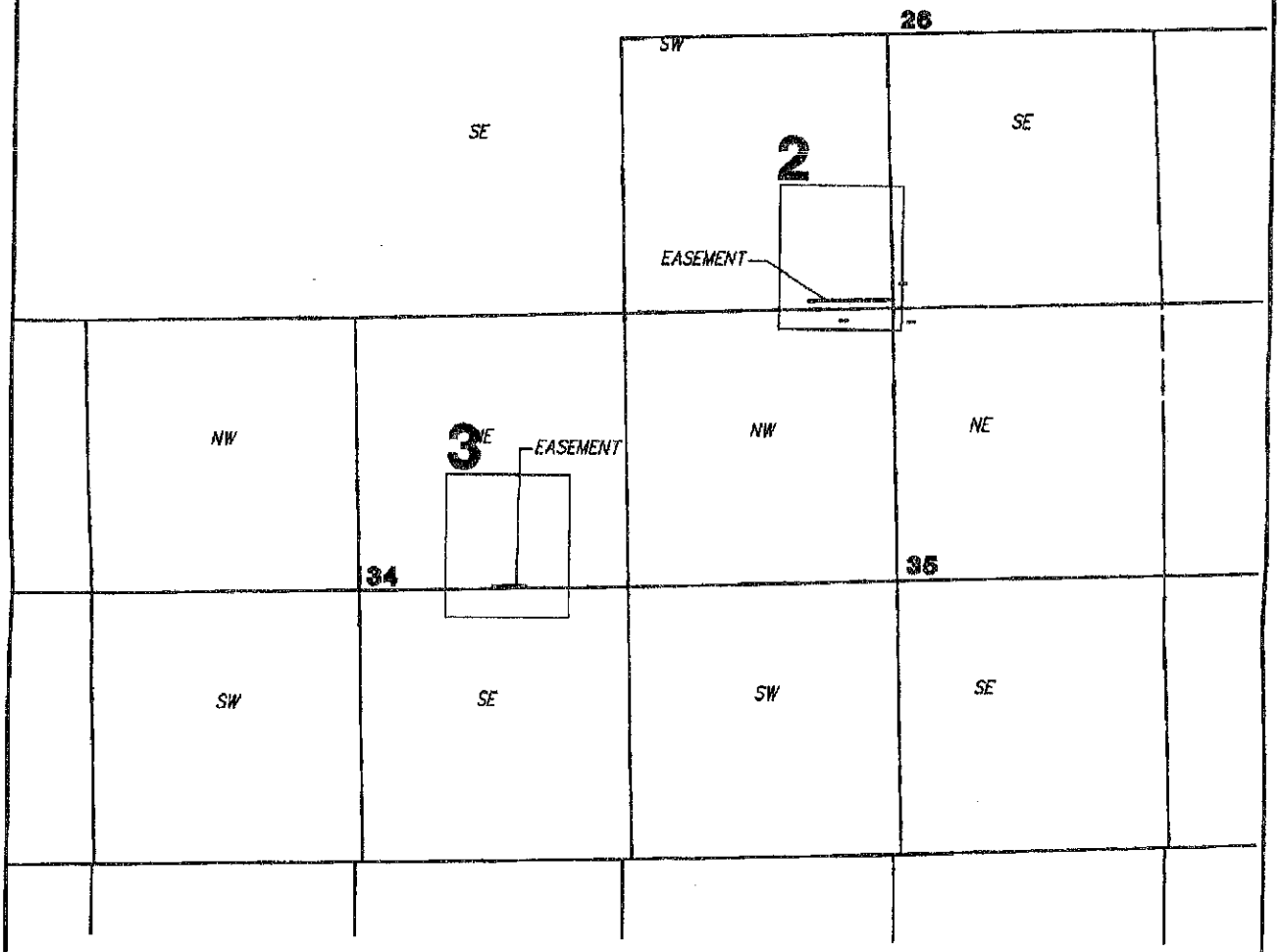
TAX PARCEL NO.
GNTV 263-988
GTNV 341-975

EXHIBIT B
EASEMENT KEY MAP

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

N

SECTION 26 T9N R20E
SECTION 34 T9N R20E



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

KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS

we energies

DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 11/18/2015
	SCALE: N/A
	SHEET NUMBER: 1 of 3

S:_CLIENTS\WE ENERGIES\150164 - WE GERMANTOWN MEQUON PIPELINE\SURVEY\EXHIBITS\ROUTE A\WASHINGTON COUNTY\GERMANTOWN SCHOOLS\GERMANTOWN SCHOOLS EXHIBIT.DWG

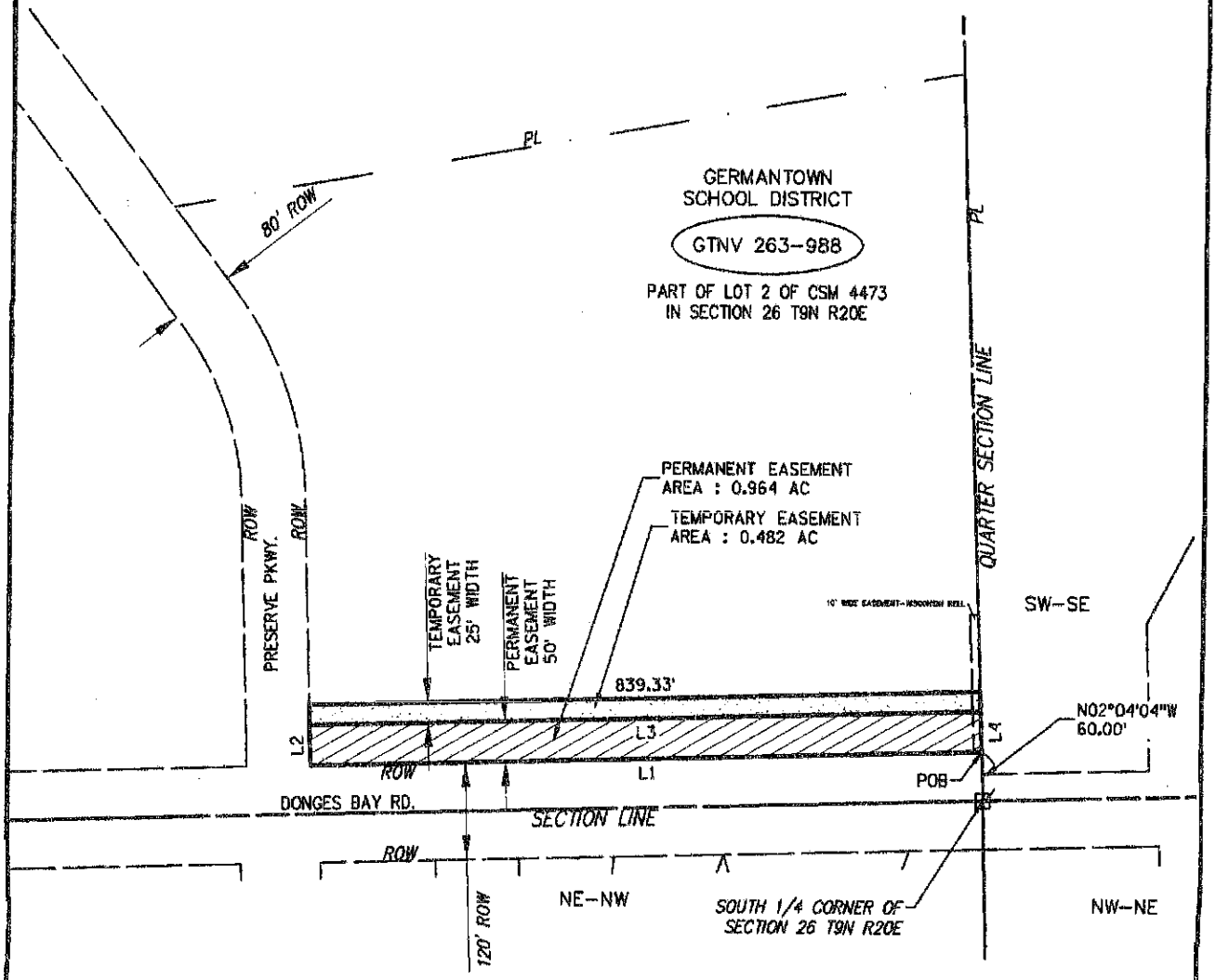
11/19/2015 2:46 PM

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



LEGEND

	PERMANENT EASEMENT
	TEMPORARY EASEMENT
PL	PROPERTY LINE
ROW	ROAD RIGHT OF WAY
GTNV XXX-XXX	TAX ID
POB	POINT OF BEGINNING

N

Line Table		
Line #	Length	Direction
L1	839.70	S88° 27' 11"W
L2	50.00	N01° 47' 04"W
L3	839.45	N88° 27' 11"E
L4	50.00	S02° 04' 04"E

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

KAPUR & ASSOCIATES, INC. CONSULTING ENGINEERS

we energies

DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

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

S:_CLIENTS\WE ENERGIES\150164 - WE GERMANTOWN MEQUON PIPELINE\SURVEY\EXHIBITS\ROUTE A\WASHINGTON COUNTY\GERMANTOWN SCHOOLS\GERMANTOWN SCHOOLS EXHIBIT.DWG

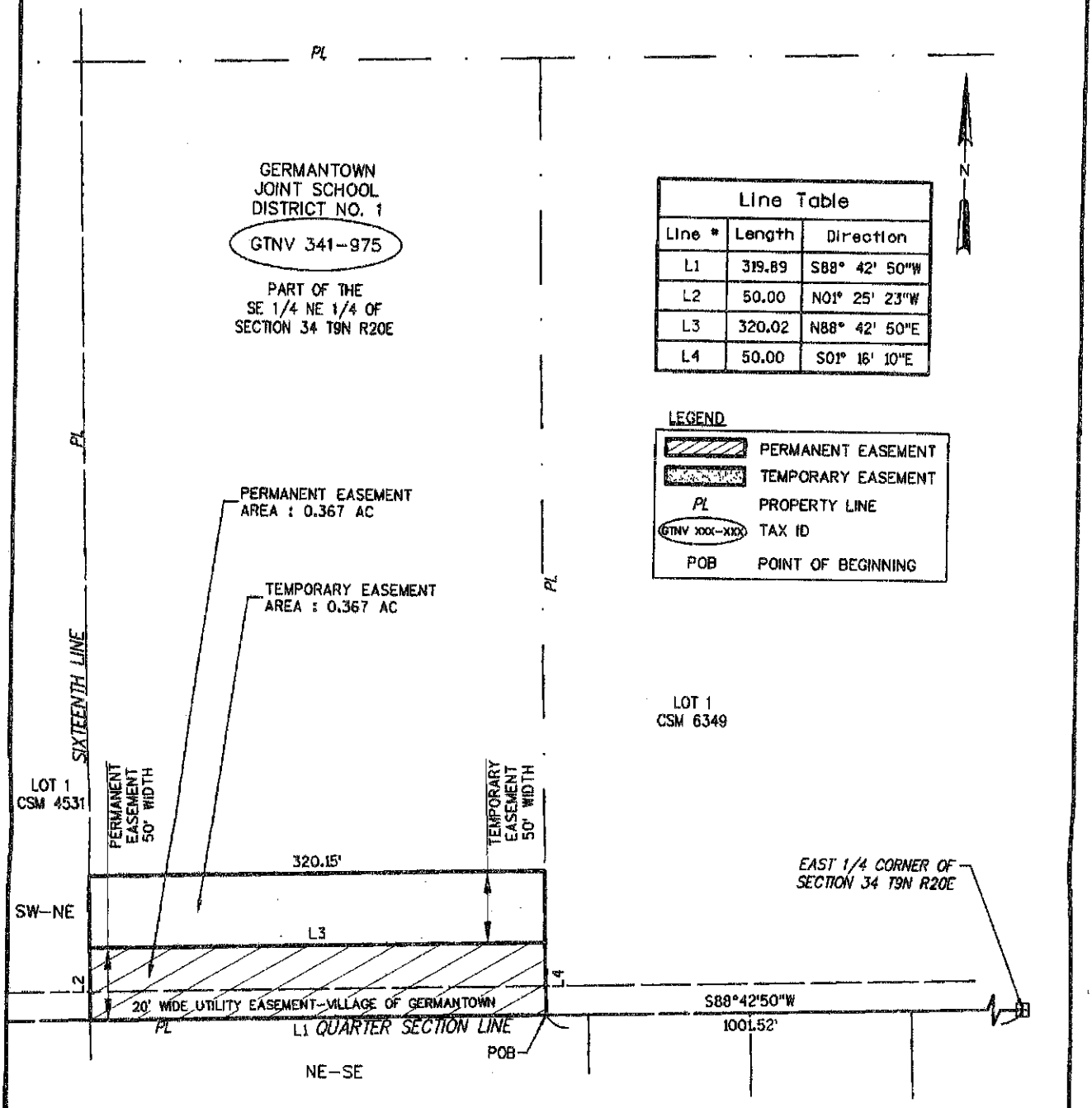
11/19/2015 2:45 PM

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.

KAPUR & ASSOCIATES, INC. CONSULTING ENGINEERS

we energies

DRAWN BY:	SAK
CHECKED:	GRS
APPROVED:	GRS

REVISIONS:	DATE: 11/19/2015
	SCALE: 1" = 100'
	SHEET NUMBER: 3 of 3

S:_CLIENTS\WE ENERGIES\150164 - WE GERMANTOWN MEQUON PIPELINE\SURVEY\EXHIBITS\ROUTE A\WASHINGTON COUNTY\GERMANTOWN SCHOOLS\GERMANTOWN SCHOOLS EXHIBIT.DWG

11/19/2015 2:45 PM

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.

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

von Briesen
von Briesen & Roper, s.c. | Attorneys at Law

TAGLaw International Lawyers

Kyle J. Gulya
Direct Telephone
608-316-3177
kgulya@vonbriesen.com

March 20, 2020

VIA E-MAIL (brian@wrslegal.net)

Village of Germantown
c/o Brian Sajdak, Village Attorney
Wesolowski, Reidenbach & Sajdak SC
11402 W. Church St.
Franklin, WI 53132-2114

Re: Request for waiver of conflict

Dear Attorney Sajdak:

As we discussed, von Briesen & Roper, s.c. (sometimes referred to herein as "**we**") has been asked to represent DISCOUNT RAMPS.COM, LLC ("**Client 1**") with respect to a reassessment (the "**Scope of Work**") of the value of a property located at N102 W19400 Willow Creek Way, Village of Germantown, Wisconsin, Tax key number: GTNV-321-969 (the "**Property**"). Client 1 is the lessee of the Property pursuant to a triple net lease. Pursuant to this letter, we ask that the Village of Germantown ("**you**") consent to waive a potential conflict of interest so that we may represent Client 1 with respect to the Scope of Work.

Under Wisconsin Supreme Court Rule 20:1.7, if there is a potential for a conflict of interest, we may only represent both clients if: (1) we reasonably believe that we can provide competent and diligent representation to each affected client; (2) the representation of each client is unrelated; (3) the representation of both clients is not prohibited by law; and (4) each client gives informed consent to the representation, in writing.

Although we have not previously represented, and do not currently represent, Client 1 with respect to any matter in which we represent you, we must obtain informed client consent where the representation of a client would be adverse to another current client, even if the representations are with respect to unrelated matters. The primary reason for obtaining this client consent is that no client should need to be concerned that its attorneys may have divided loyalties or that confidential information might be used against it. In asking for this consent, we assure you that we will not use any of your information delivered to us against you. In addition, we do not believe there is any material risk that our representation of Client 1 with respect to the Scope of Work will adversely affect our representation of you.

By executing this conflict waiver letter, you agree that we may represent Client 1 with respect to the Scope of Work. We appreciate your attention to this matter. Please feel free to contact me with any questions.

Very truly yours,

von BRIESEN & ROPER, s.c.

Kyle Gulya

ACKNOWLEDGED AND AGREED

VILLAGE OF GERMANTOWN

By: _____
Name: _____
Title: _____