

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, November 16, 2020 7:00 p.m.

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform, Meeting #: 126 044 6698 Password: HJxNa9Nwa76 which can be accessed by phone at 408-418-9388 or by logging on <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mef316ced890a668f5a92e97c2de4a98a> Citizens wishing to view the meeting are encouraged to watch the live broadcast of the meeting through Channel 25 on Spectrum cable, or the livestream on the Village's website. Citizens not wishing to attend the meeting personally or virtually may submit any public comments 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 of the body for their consideration.

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:**
 - A. 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:
 - B. Election Update.
- 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, November 16th.

VII. CONSENT AGENDA:

A. Approval of Minutes November 2, 2020 Regular Village Board Meeting.

B. Accounts payable/payroll

1. November 10, 2020 Accounts Payable \$ 611,395.23

2. November 10, 2020 Payroll (Hourly) \$ 256,349.42

3. November 15, 2020 Payroll (Salary) \$ 104,368.64

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

C. Ordinance 18-2020, Ordinance Amending Section 5.15 Burning Regulated, Restrictions and Limitations.

D. Ordinance 19-2020, Ordinance to Rescind Ordinance 5.10 Structures with Light – Frame Truss

E. Dispatch Comp Time.

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

F. Payment of CTW Corp. Invoice in amount not to exceed \$26,485, for the emergency repair of Well #3 on River Lane.

G. **Resolution 61-2020**, 2021 Wachtel Arboricultural Contract in an amount not to exceed \$15,000

H. **Resolution 62-2020**, Johnson Controls, Maintenance and Metasys Contract. in an amount not to exceed \$24,652.84.

I. DPW Seasonal & Temporary Position Pay Increase.

VIII. UNFINISHED BUSINESS

A. None.

IX. PUBLIC HEARINGS:

A. 2021 Village of Germantown Budget and 2020 Tax Levy.

X. NEW BUSINESS:

A. **Resolution 63-2020**, Resolution Approving the 2021 Village Budget.

B. **Resolution 64-2020**, Resolution Approving the Levying of Property Taxes for Village Purposes.

C. **Resolution 65-2020**, Authorizing the Placement of Special Charges on the 2020 Tax Roll Against Certain Properties.

D. Creation of Board Room Audio / Visual Special Committee.

E. Appointments to the Audio / Visual Special Committee.
Trustee Miller, Trustee Pieper, Manager Tucker, Fire Chief DeLain, Dan Hummel

F. VFW Post 9202, Waive Temporary Use Permit Fee to Sell Christmas Trees and Wreaths in Parking Lot W156N9666 Pilgrim Road, Hillcrest Center, November 18th – December 24th.

G. **Resolution 66-2020**, Extending a Public Health Emergency Declaration in Response to the COVID-19 Coronavirus.

H. Waste Management Contract for Solid Waste and Recycling Collection and Disposal.

- I. Change Order - Contract with Maguire Iron, Inc. – Reduction in size of Foundation for Storage Tank TID #8.
- J. Ehlers report - Tax Increment Financing to fund improvements necessary for a proposed development south of Holy Hill Road.
- K. 4-Lot Certified Survey Map (CSM) of Outlot 4 in the Woodland Ponds Estates Subdivision; David Leszczynski for Germantown Acquisition LLC, Property Owner – 4.58-acres Wasaukee Road, Elm Lane.
- L. Amended Development Agreement for Outlot #4 Woodland Ponds Estates.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, December 7, 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
November 2, 2020**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, Miller, Myers, Pieper, Wing, and Zabel. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, Director Ratayczak, Director Retzlaff, and Assistant Planner Zandt. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter reminded residents of the election on November 3rd. The Germantown Community Library is closed due to Covid, curbside is available. A reminder was discussed in regard to the Chamber Reverse Parade and Tree Lighting on November 14th.

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

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

Election Update. Clerk Braunschweig reported that regular polls will be open tomorrow from 7 am – 8 pm.

She thanked the Election Officials. They have been preparing for tomorrow for quite some time. Thank you to each of them.

All Village Departments and employees are assisting in some capacity. This is very much a team effort. Thank you to the Poll Locations of Bethlehem Lutheran School, American Legion, Life Church, and Crossway Church.

The Village of Germantown has 14,759 Registered Voters. 4,440 have voted in person absentee. There is a total of 9,689 absentees to be counted tomorrow. The absentees have a 66% voter turn-out. In comparison in 11/2016 there were 4,622 absentees 12,389 voted and a 91% voter turnout. If you need assistance finding your poll location you may go to myvote.wi.gov or call the Clerk's Office at 262-250-4740.

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

Village of Germantown providing Village of Richfield with Water / Sewer Utilities.

Don Kriefall, Chairperson of the Washington County Board, distributed a prepared statement in support of the Village of Germantown providing the Village of Richfield with Water and Sewer Utilities. President Wolter read the prepared statement. He commented in favor of the extension of water sewer utilities to the Village of Richfield as well as the 41/45 Corridor for economic development and to not encroach on residential areas.

Jan Miller, of Windsong Circle West commented in opposition of the extension of water sewer to the Village of Richfield. The 2050 land use plan needs to be done prior to extension of the utilities. She

commented that water is an asset. The water is an asset to attract future businesses. She commented on the previous meeting that realtor Chad VandeZande commented on possible development. She commented on the Village of Richfield installing a water tower in the Village of Richfield side.

Jim Healy, the Administrator of the Village of Richfield came forward for questions. Myers questioned Healy on putting a water tower on the Village of Richfield side. Administrator Healy commented that putting a water tower across the street from a water tower is almost everything that is wrong with the government.

Wing commented point of order. This is not question / answer time.

CONSENT AGENDA:

- A. Approval of Minutes October 19, 2020 Regular Village Board Meeting, and October 15, 2020 Committee of the Whole Meeting.
- B. Accounts payable/payroll
 - 1. October 25, 2020 Accounts Payable \$ 370,216.48
 - 2. October 27, 2020 Payroll (Hourly) \$ 245,459.46
 - 3. October 31, 2020 Payroll (Salary) \$ 109,967.52
 - 4. October 31, 2020 Accounts Payable \$ 1,707.80

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

- C. Utility Clerk Job Description Update and Reclassification of Paygrade.
- D. Deputy Treasurer Job Description Update and Reclassification of Paygrade.

Motion (Myers/Baum) to approve Consent agenda A-D. Trustee Zabel requested to pull item A, Minutes of October 19, 2020. He questioned the citizen comment for Laura Russert and commenting against the water sewer extension. Roll call vote for items B-D carried unanimously.

Motion to approve Item A Minutes and to amend October 19, 2020, minutes, to include comment for Laura Russert and commenting against the water sewer extension. Motion carried unanimously.

UNFINISHED BUSINESS:

- A. Notice to Proceed on Site Preparation and Groundwork for Construction of Elevated Storage Tank TID #8.

Administrator Kreklow commented that this is a technical adjustment on the motion for the construction of the elevated storage tank for TID #8. The Village Board authorized the contract but requested to wait until after the November 16th meeting to execute the contract. The adjustment authorizes a notice to proceed to begin work on the concrete foundation. The foundation is not affected by the decision on whether or not to provide to the Village of Richfield. This would allow the contractor to get started prior to winter setting in. Motion (Myers/Baum) Approval to Proceed on Site Preparation and Groundwork for Construction of Elevated Storage Tank TID #8. Discussion ensued of the price difference. The bid documents included a slightly larger foundation. The foundation is slightly larger and estimated to be less than \$5,000. It was not bid as an alternative and the size is set at this point. Roll Call Vote Carried. Wing and Zabel voted no.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Conditional Use Permit Application to Encroach into the 25' Wetland Setback Pursuant to Section 24.04(5) of the Shoreland- Wetland Zoning District, for MSI General, Agent for Moldmakers Leasing & Investments LLP, Property Owner and MGS Manufacturing Group Inc.- W190 N11701 Moldmakers Way.

Motion (Zabel/Baum) to approve Conditional Use Permit Application to Encroach into the 25' Wetland Setback Pursuant to Section 24.04(5) of the Shoreland- Wetland Zoning District, for MSI General, Agent for Moldmakers Leasing & Investments LLP, Property Owner and MGS Manufacturing Group Inc.- W190 N11701 Moldmakers Way. Motion carried unanimously.

- B. Conditional Use Permit Application to Encroach into the 25' Wetland Setback and 75' Navigable Water Setback Areas Pursuant to Section 24.04(3)(c)5 of the Shoreland Wetland Zoning District. Neumann Developments, Inc. Agent for Wrenwood LLC, Property Owner - Outlot 2 of Wrenwood Subdivision.

Motion (Baum/Myers) to approve Conditional Use Permit Application to Encroach into the 25' Wetland Setback and 75' Navigable Water Setback Areas Pursuant to Section 24.04(3)(c)5 of the Shoreland Wetland Zoning District. Neumann Developments, Inc. Agent for Wrenwood LLC, Property Owner - Outlot 2 of Wrenwood Subdivision.

Director Retzlaff reported that the applicant has withdrawn their application. They have an alternative for the top soil. No action is needed.

Motion (Zabel/Myers) to Table the Conditional Use Permit Application to Encroach into the 25' Wetland Setback and 75' Navigable Water Setback Areas Pursuant to Section 24.04(3)(c)5 of the Shoreland Wetland Zoning District. Neumann Developments, Inc. Agent for Wrenwood LLC, Property Owner - Outlot 2 of Wrenwood Subdivision. Motion carried unanimously.

- C. Conditional Use Permit Application for a 52-foot Nitrogen Storage Tank, for Steven Buck, Gehl Foods LLC, Agent for AGNL Dairy LLC, Property Owner - N116 W15970 Main Street. Resolution 60-2020, Planned Development District (PDD) Amendment to Include a Nitrogen Generator Unit.

Motion (Baum/Myers) to approve Conditional Use Permit Application for a 52-foot Nitrogen Storage Tank, for Steven Buck, Gehl Foods LLC, Agent for AGNL Dairy LLC, Property Owner - N116 W15970 Main Street. Resolution 60-2020, Planned Development District (PDD) Amendment to Include a Nitrogen Generator Unit.

Wing commented opposition. This is the continued industrial expansion downtown. Wing commented of history of the expansion and height of the towers.

Discussion ensued of possible four smaller silos and inspection reports from 1970 and toxic chemicals.

Zabel commented on an explosion at Texas A&M in January of 2006. They used liquid nitrogen and a valve stuck. There was an explosion. Discussion ensued of the possibility of a pressure explosion.

Assistant Planner Zandt presented background of the Conditional Use Permit Application for the Amendment to the Planned Development District. The Site Plan Summary was shown. The proposed silo would extend 52' above grade. This is to reduce the noise related to nitrogen delivery and to reduce the delivery from 2-3 per day to 1 per week (approximately). The screening and buffering were shown. Staff comments included the Fire Department has the correct equipment to respond in the case of an emergency associated with nitrogen generation facility.

Steve Buck came to the podium. He is the Senior Engineer with Gehl Foods. He reported on installation and the conditional use permit. The nitrogen generation system was defined and discussed. The design was shown. Discussion ensued of safety and past incidents of safety leak and evacuation. Steve Buck reported on less traffic and less noise.

Bill Spitzer of Airgas reported on the nitrogen generation system safety features, pressure sensors, and alarm systems.

Release of gasses into the air were discussed. The continuous nitrogen supply was shown.

Discussion ensued of four silos for the nitrogen generation system instead of one.

Amendment Motion (Wing/Myers) amendment that Gehl's would hold two meetings within the next year with neighbors and discuss safety concerns.

Craig Lameir President and CEO of Gehl Foods came to the podium. He commented on the importance of safety. Would engage with the neighbors with safety. He commented on environmental audits and wells.

Gehl Foods made a strong commitment regarding future enhancements for the Main Street area. Consistent with the Planned Development District as adopted in 2019.

Amendment Motion Carried Unanimously.

Discussion ensued of the delivery time of the liquid nitrogen to be delivered during the day between 8 am – 5 pm.

Amendment Motion (Zabel/Baum) for the delivery of liquid nitrogen during the day between 8 am and 5 pm. Discussion ensued of the timing of delivery. Robert Garcia of Gehl Foods came to the podium. There is an agreed upon delivery times in previous agreements. Gehl Foods need a wider range. The range is in the previous agreement, 7 am - 9 pm. Motion was withdrawn.

Roll Call Vote Carried. Zabel voted no.

D. Public Utility Easements – Moldmakers Investments, LLC.

Motion (Kaminski/Myers) approval of Public Utility Easements – Moldmakers Investments, LLC. Motion carried unanimously.

E. Development Agreement Moldmakers Investments, LLC.

Motion (Kaminski/Myers) approval Development Agreement Moldmakers Investments, LLC. Motion carried unanimously.

F. Village of Richfield Potential Water / Sewer Service Agreement. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion (Myers/Baum) to convene into closed session after hearing from the Administrator and will go into closed session if discussion ensues of negotiation and to include the Village Board, Village Attorney Sajdak, Village Administrator Kreklow, Director Retzlaff and Clerk Braunschweig. Discussion ensued of open session until Roll Call Vote Carried Unanimously.

Administrator Kreklow commented on the main topics as the results of the survey and update of negotiations.

The on-line survey was developed and posted on the Village Website, Facebook and Nextdoor and emailed to the email list from the 2050 process and general mailing list. 150 surveys were completed. Of the 150 completed, 67 supported and 83 indicated opposition. He reported on the responses.

Discussion ensued of those that want Village of Germantown Water / Sewer and the process involved for receiving the connection.

Discussion ensued of the water table levels, aquafer, radium levels, and the survey with the best information available.

Discussion ensued of not supplying the Village of Richfield with Sewer Water.

Administrator Kreklow commented on an update of the negotiations and the cost sharing arrangement and working on meeting the cash flow needs of both communities. Richfield is looking at tax increment financing. The upfront costs would be paid for by the Village of Richfield and they would take on the risks.

The proposal is that Village of Richfield would provide funding for sewer, water, and road reconstruction on Rockfield Road from Gateway Crossing to Richfield. An estimate of the cost is \$1.4 Million. The connection would be under Rockfield Road. Village of Richfield would pay for the incremental costs of the booster station and tower. The Village Board convened into closed session at 9:05 p.m.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 9:55 p.m.

The next regular meeting of the Village Board will be on Monday, November 16, 2020 at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

ORDINANCE NO. 18-2020

AN ORDINANCE AMENDING SECTION 5.15 OF THE
MUNICIPAL CODE PROHIBITING THE BURNING OF
MATERIALS NOT ORIGINATING ON THE SAME PROPERTY

WHEREAS, the Village Board previously adopted Section 5.15 of the Municipal Code which regulates burning within the Village; and

WHEREAS, upon the recommendation of the Fire Chief, the Village Board desires to prohibit the burning of materials which do not originate on the property upon which the burning occurs; and

WHEREAS, the fire prevention standards are in the interest of the community's health, safety and welfare;

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

SECTION I

Section 5.15 of the Municipal Code of Germantown is hereby amended as follows (NOTE: added text is underlined; deleted text is ~~struck through~~):

5.15 - BURNING REGULATED.

(1) PERMIT REQUIRED.

(a) Except as provided for in subsection (b), no person shall kindle or allowed to be kindled any open fire in the Village without first obtaining a burning permit from the Village Fire Department. Permits can be obtained from the Fire Department in any manner established by Department Policy. The Fire Chief or its designee reserves the right, after inspection, to deny any requested permit if in the judgment of the Chief or designee, hazardous conditions exist. Such permits shall be posted on the premises of the burning site at all times when such burning is taking place. Any permit issued hereunder shall be for a period not to exceed one-month in duration.

(b) No burning permit shall be required for the following:

1. Cooking and recreational fires in barbecue pits, grills and outdoor fireplaces, except that such fires must otherwise with the locational and safety requirements of the NFPA 1.

2. Indoor domestic and commercial incinerators.

3. Fires authorized by the Fire Chief which are set for the practice and instruction of firefighters.

(c) Recreational Fire Defined. When used in this section, "recreational fire" shall mean an outdoor fire used for pleasure, religious, ceremonial, cooking, warmth or similar purposes that is contained in an outdoor fireplace or pit which has a maximum width of 3 feet in diameter and a maximum height of 2 feet and which burns materials other than yard waste, rubbish or debris.

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

(3) RESTRICTIONS AND LIMITATIONS.

(a) Notwithstanding anything herein to the contrary, no burning shall be allowed:

1. When the wind velocity exceeds 12 miles per hour as indicated by the National Weather Service.

2. During periods when the Village President, Village Fire Chief or their Designee, or the Department of Natural Resources has issued a burning ban.

3. Before 8:00 a.m. and after 8:00 p.m., except for cooking and recreational fires. All open burning shall be extinguished by 8:00 p.m.

(b) All open fires shall be constantly attended by a competent person equipped with either a garden hose or a fire extinguisher available and ready for use.

(c) Approved burning shall take place 30 feet or more from any structure, flammable liquid or other materials that constitute a potential fire hazard or any location approved in writing by the Fire Chief.

(d) There shall be no open burning of yard wastes in accumulations greater than 5 feet in diameter nor 2½ feet in height.

(4) PROHIBITED BURNING. No person should burn, or attempt to burn, the following:

(a) Garbage.

(b) Materials emitting toxic fumes or substances, noxious odors or creating health hazards.

(c) Flammable liquids or other materials which may create a fire hazard.

(d) Building materials, waste materials and rubbish resulting from building construction, demolition, or site clearings.

(e) Any materials that are brought on-site from another property.

SECTION II

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

SECTION III

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

SECTION IV

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

Introduced by _____ on _____, 2020.

Adopted: _____, 2020 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published:

The Business of the Germantown Public Safety Committee

Submitted by: Chief John Delain

Agenda Item: New Business

Meeting Date: 11/2/20

Item Name: Update to ordinance 5.15 Burning Regulated

Agenda item description:

Section 3 of Municipal Code 5.15 Burning Regulated does not specify where the yard waste was generated. Recently, the Fire Department has received complaints that Landscaping companies are burning yard waste that was generated by their clients and hauled to their shops where it is then burned causing a disturbance to their neighbors.

GFD is suggesting the code be updated with a restriction that “any yard waste that is burned must originate on the property where the burning is taking place”.

Back up included: ☒ yes No ☐

5.15 - BURNING REGULATED.

(1) PERMIT REQUIRED.

- (a) Except as provided for in subsection (b), no person shall kindle or allowed to be kindled any open fire in the Village without first obtaining a burning permit from the Village Fire Department. Permits can be obtained from the Fire Department in any manner established by Department Policy. The Fire Chief or its designee reserves the right, after inspection, to deny any requested permit if in the judgment of the Chief or designee, hazardous conditions exist. Such permits shall be posted on the premises of the burning site at all times when such burning is taking place. Any permit issued hereunder shall be for a period not to exceed one-month in duration.
- (b) No burning permit shall be required for the following:
 - 1. Cooking and recreational fires in barbecue pits, grills and outdoor fireplaces, except that such fires must otherwise with the locational and safety requirements of the NFPA 1.
 - 2. Indoor domestic and commercial incinerators.
 - 3. Fires authorized by the Fire Chief which are set for the practice and instruction of firefighters.
- (c) Recreational Fire Defined. When used in this section, "recreational fire" shall mean an outdoor fire used for pleasure, religious, ceremonial, cooking, warmth or similar purposes that is contained in an outdoor fireplace or pit which has a maximum width of 3 feet in diameter and a maximum height of 2 feet and which burns materials other than yard waste, rubbish or debris.

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

(3) RESTRICTIONS AND LIMITATIONS.

- (a) Notwithstanding anything herein to the contrary, no burning shall be allowed:
 - 1. When the wind velocity exceeds 12 miles per hour as indicated by the National Weather Service.
 - 2. During periods when the Village President, Village Fire Chief or their Designee, or the Department of Natural Resources has issued a burning ban.
 - 3. Before 8:00 a.m. and after 8:00 p.m., except for cooking and recreational fires. All open burning shall be extinguished by 8:00 p.m.
- (b) All open fires shall be constantly attended by a competent person equipped with either a garden hose or a fire extinguisher available and ready for use.
- (c) Approved burning shall take place 30 feet or more from any structure, flammable liquid or other materials that constitute a potential fire hazard or any location approved in writing by the Fire Chief.
- (d) There shall be no open burning of yard wastes in accumulations greater than 5 feet in diameter nor 2½ feet in height.

(4) PROHIBITED BURNING. No person should burn, or attempt to burn, the following:

- (a) Garbage.
- (b) Materials emitting toxic fumes or substances, noxious odors or creating health hazards.
- (c) Flammable liquids or other materials which may create a fire hazard.
- (d) Building materials, waste materials and rubbish resulting from building construction, demolition, or site clearings.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. 19-2020

AN ORDINANCE REPEALING SECTION 5.10 OF THE MUNICIPAL CODE
RELATING TO LIGHT-FRAME TRUSS-TYPE CONSTRUCTION

WHEREAS, the Village Board previously adopted Section 5.10 of the Municipal Code relating to standards for certain structures of light-frame truss-type construction within the Village; and

WHEREAS, upon the recommendation of the Fire Chief, the Village Board desires to eliminate these standards because they are unnecessary and costly; and

WHEREAS, the fire prevention standards are in the interest of the community's health, safety and welfare;

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

SECTION I

Section 5.10 of the Municipal Code of Germantown is hereby repealed in its entirety.

SECTION II

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

SECTION III

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

SECTION IV

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

Introduced by _____ on _____, 2020.

ORDINANCE NO. 19-2020

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Adopted: _____, 2020 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published: _____

The Business of the Germantown Public Safety Committee

Submitted by: Chief John Delain

Agenda Item: New Business

Meeting Date: 11/2/20

Item Name: Rescind Ordinance 5.10 Structures with Light-Frame Truss-Type Construction

Agenda item description:

Section 5.10 of the Municipal Code (Structures with Light-Frame Truss-Type Construction) was enacted around 2017. The intent of this ordinance was to give fire department responders a “heads up” to the type of building construction they may be entering. While the original intent of this ordinance was good; the implementation, definition, cost, and need for this ordinance out way the original intent. All fire responders are trained through the Technical Colleges and departmental training on how to identify, and safely work within these structures.

The Fire Department is recommending removing this ordinance.

Back up included: ____ yes No ____

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI

MEETING DATE: November 2, 2020

AGENDA ITEM: New Business

ITEM TITLE: Dispatcher Compensatory Time Increase

SUBMITTED BY: Communications Supervisor Lynn Schmidt

SUMMARY EXPLANATION:

The Police Department is requesting to increase the limit of accrued compensatory time for Dispatchers from 40 hours to 42.5 hours.

The policy manual currently allows 40 hours of comp time to be accrued for non-union hourly employees which equals one week of work for those who work an 8 hour day. Dispatchers work an 8.5 hour day (42.5 hour work week) so 40 hours will not give them a full week off. This request is to revise the policy to show an exception for dispatchers which would allow them to accumulate 42.5 hours of compensatory time.

ATTACHMENT: ORDINANCE__ RESOLUTION____ OTHER ____

RECOMMENDATION: Revise the policy manual to show an exception for Police Dispatchers which would allow them to accumulate 42.5 hours of compensatory time instead of the current 40 hours granted.

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

MEETING DATE: November 10th, 2020 & November 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Invoice - CTW Corp. - Well #3

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay the invoice from CTW for the emergency repair of Well #3 located on River Lane. In mid-September, the Well shut down by a high temp alarm. Along with our Water Dept. staff, CTW was called in as they were working on our Well #11 rehab project. The first inspection revealed that the pump was locked up and would not spin.

After several attempts to get it moving, it was advised to pull the pump. Once pulled, the pump reveled signs of having sand from the aquifer being pulled into the impellors seizing (4) of the (8) impellors to the wear rings.

CTW 21500 W. Good Hope Rd. Lannon, WI \$26,485.00

ATTACHMENT: ORDINANCE _____ RESOLUTION __ OTHER: __ X

RECOMMENDATION:

Staff recommends paying the invoice to CTW in the amount of \$26,485.00 for the emergency repair at Well #3. Funds to be allocated from account #50-722-530-6330.

COMMITTEE ACTION:

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



Sand abrasion

Wear ring seized
to impeller



**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 61-2020

**CONTRACT WITH WACHTEL TREE SCIENCE FOR FORESTRY SERVICES IN AN
AMOUNT NOT TO EXCEED \$15,000**

WHEREAS, the Village of Germantown will contract for the forestry services throughout the Village; and,

WHEREAS, the Public Works Committee met on November 10, 2020 and recommended authorization to contract Wachtel Tree Science, in the amount not to exceed \$15,000.00 as it relates to the handling of Emerald Ash Borer, review of landscape & tree plans for new development, provide certified value on damaged trees, assist in preparation of treatment and planting bid process, etc.; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with Wachtel Tree Science in the amount not to exceed \$15,000.00 for forestry services throughout the Village.

Introduced by: _____

Adopted: November 16, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: November 10th, 2020 & November 16th, 2020

AGENDA ITEM: New Business

ITEM TITLE: 2021 Wachtel Arboricultural Contract

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

Staff is looking to continue our contract with Wachtel Tree Science & Services. Wachtel has provided the village with excellent service over the life of our previous contracts. Wachtel provides the village with many forestry related services, which include but are not limited to the following: Acting Village Forester, manages the village's GIS tree layer, assist staff with Emerald Ash Borer treatment specifications and contracts, assist staff with tree removal specifications and contracts, assists staff with tree planting specifications and contracts, provides staff with direction on difficult forestry related resident concerns, performs plan review from a forestry perspective. The cost of this service will be billed on a time and material basis in an amount not to exceed \$15,000.00 (\$140/hr Project Manager, \$110/hr Certified Arborist). There has been no change to the contract pricing since 2018.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ☒ _____

RECOMMENDATION:

Staff recommends continuing the Wachtel contract for the 2021 calendar year. If approved, funds shall be allocated from Parks line item account: 10-553-530-5290.

COMMITTEE ACTION:

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 62-2020

**CONTRACT WITH JOHNSON CONTROLS FOR
MAINTENANCE AND METASYS CONTRACT
IN AN AMOUNT NOT TO EXCEED \$22,652.84**

WHEREAS, the Village of Germantown will contract for the preventative maintenance of the Library's heating and cooling system and the preventative maintenance of the Metasys (computer software); and,

WHEREAS, the Public Works Committee met on November 10, 2020 and recommended authorization of a three year maintenance agreement in an amount not to exceed \$22,652.84; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the three year preventative maintenance contract with Johnson Controls for a total amount not to exceed \$22,652.84 for the heating and cooling system and Metasys for the Germantown Library.

Introduced by: _____

Adopted: November 16, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: November 10th, 2020 & November 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Johnson Controls: Maintenance and Metasys Contract

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

The efforts of maintaining the Library's HVAC system have been historically handled by two different contractors. Johnson Controls has previously been under contract for Metasys review. Goschey Mechanical has done all our preventive and mechanical maintenance repair. Using two contractors to maintain our HVAC system has at times posed challenges. It is sometimes a difficult task to get both contractors to the library at the same time to achieve problem resolution. This no doubt has come at a cost to the Village, both financially and in not solving an issue in a timely fashion. Staff is seeking approval to enter into a (3) year HVAC mechanical maintenance and Metasys agreement with Johnson Controls. Having all of our Library HVAC work completed by one contractor should streamline problem resolution and hopefully come at a cost savings to the Village. This new maintenance portion of the contract will come with 27 hours of service, performing preventive maintenance on all the major components in the HVAC system. Because we are part of a maintenance contract, the Village also realizes a cost savings in our hourly rate. Please be aware that the new portion of the contract related to maintenance is preventive only and will not cover costs outside of what is outlined as part of the contract. Any maintenance that is not considered preventive will be billed outside separately.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ☒ x

RECOMMENDATION:

Staff recommends entering a (3) year maintenance and Metasys agreement with Johnson Controls. The costs per year of the agreement is outlined below. If approved, funds shall be allocated from Buildings line item account # 10-519-530-5251.

Year 1:	\$7,328.88
Year 2:	\$7,548.75
Year 3:	\$7,775.21

COMMITTEE ACTION:

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

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

MEETING DATE: November 10th, 2020 & November 16th, 2020

AGENDA ITEM: New Business

ITEM TITLE: DPW - Seasonal/Temporary Position-Pay Increase

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting consideration for an increase in the pay rate for four short-tenn positions used within the department. Recently, Covid-19 showed us how quickly we can become vulnerable by not having adequate staffing. I want to ensure that wages do not become prohibitive if/ when we need to hire a candidate for whatever the reason.

Temporary & Seasonal: Each year, there are 2 Temporary, and 10-12 Seasonal positions that are part of our budget. Over the last few years, it has become increasingly difficult to find Temporary and Seasonal employees. One factor is competing with other employers when it comes to wage. The village has had a Temporary position open for the better part of 6-8 weeks. While we have had several parties interested, we only had one candidate follow through on the interview process, and he ultimately decided not to accept the position. This position is currently still unfilled. We have also had difficulty in hiring summer Seasonal employees as well. We used to have a running list of applicants, and even turned people away based on qualifications. We have gotten to the point where it is now difficult to hire a full staff of Seasonal employees. In recent years, we have gone through the summer with a few less than we would prefer. Because we do not have Temporary and Seasonal staff to do lower skill tasks, we are currently using more full-time employees to complete these tasks. This comes at paying a higher cost in wages and leaves the department with less time to complete bigger projects that require more skill. By increasing the wage, we can become more attractive to potential Seasonal and Temporary employees.

Part Time Snow Driver: This is a position that has not been used in almost a decade because we have the utilities as back-up for most of our snow operations. In order to be proactive and prepared for potential staffing shortfalls, I want to ensure the wage is competitive, so that it is not prohibitive in the event we need to fill the position. This position would be used on an as needed basis only.

Auxiliary Mechanic: As discussed during the budget process, our maintenance shop is currently understaffed as they work diligently to keep up with the demands of our ever-growing community. Due to Covid-19, the department recently went (6) working days without a mechanic in the shop. This has put us behind as we prepare Highway Department equipment for winter, not to mention the services we provide to all of the other village departments. We need to be able to attract a candidate to fill in whether on a short-tenn basis (weeks) or a longer-tenn basis (several months), when needed. Due to the requirements of this position, we need to be able to make the wage competitive with market and our current staff.

Staff recommends approval of these pay increases, as well as approval to offer a wage as needed based on the applicant's qualifications. Staff acknowledges that we will have to live within our current salaries budget.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER - ☒ -x

RECOMMENDATION:

Staff recommends increasing the hourly wages to as outlined below and that they be adjusted annually based on the board approved wage increase. If approved, funds will be allocated from the appropriate salaries budget based on worked preformed.

Seasonal Employees: Current: (\$9.46 - \$13.19) Request: \$10.00 - \$15.00

Temporary Employees: Current: (\$9.46 - \$13.19) Request: \$12.00 - \$20.00

Part Time Snow Driver: Current: (\$20.00 - \$22.00) Request \$15.00 - \$25.00

Auxiliary Mechanic: No current position. Request: \$12.00 - \$28.00

COMMITTEE ACTION:

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

Deanna Braunschweig

From: Janice Wick
Sent: Wednesday, November 11, 2020 10:42 AM
To: Deanna Braunschweig
Subject: Public Works Committee Agenda Items for Village Board - Nov. 16, 2020
Attachments: RESOLUTIONS -Nov. 10, 2020.docx

CONSENT AGENDA:

CONSIDERATION OF INVOICE – CTW – WELL #3:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation authorizing the payment of \$26,485.00 to CTW for the emergency repair of a pump at Well #3. Funds to be allocated from Acct. #50-722-530-6330.

Motion carried unanimously.

CONSIDERATION OF INVOICE – D.F. TOMASINI – HYDRANT REPAIR:

MOTION made by Miller, seconded by Hudson authorizing the payment of \$11,845.00 to D.F. Tomasini for the hydrant repair on Squire Drive. Funds to be allocated from Acct. #50-742-530-6770.

Motion carried unanimously.

2021 WACHTEL ARBORICULTURAL CONTRACT:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to contract Wachtel Tree Science & Services to provide specific consultation services as it relates to many forestry related services at a cost not to exceed \$15,000. Funds to be allocated from Acct. #10-553-530-5290.

Motion carried unanimously.

JOHNSON CONTROLS – MAINTENANCE AND METASYS CONTRACT:

MOTION made by Miller, seconded by Zabel to forward to the Village Board with a positive recommendation to enter into a three year Maintenance and Metasys contract with Johnson Controls at a total three year cost of \$22,652.84 for the Library's HVAC system. Funds to be allocated from Acct. #10-519-530-5251.

Motion carried unanimously.

DPW SEASONAL & TEMPORARY POSITION – PAY INCREASE:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation approving the hourly wage increase as presented for the Department of Public Works Seasonal & Temporary positions.

Motion carried unanimously.

WRENWOOD SEWAGE PUMP STATION – ADDITIONAL COST:

MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation to approve the maximum payment of \$275,000 to Neumann Companies for the Village's portion to construct the Wrenwood Sewage Pump Station.
Motion carried unanimously.

NEW BUSINESS:

WASTE MANAGEMENT CONTRACT EXTENSION – SOLID WASTE & RECYCLING:

MOTION made by Miller, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the award of a seven-year contract to Waste Management for the collection of the Village's trash and recycling.
Motion carried unanimously.

Regards,

Janice

DPW/Engr.

Village of Germantown

262-250-4721

VILLAGE OF GERMANTOWN
Public Hearing November 16, 2020
2021 PROPOSED BUDGET SUMMARY GENERAL FUND
(as Required by Section 65.90(3))

RESIDENTS AND TAXPAYERS OF THE VILLAGE OF GERMANTOWN PLEASE NOTE that a public hearing on the proposed 2021 budget will be held at 7:00 p.m. on November 16, 2020 at the Germantown Village Hall, N112 W17001, Mequon Rd, Germantown WI, 53022. This is a proposed budget, the final levy amount may increase or decrease depending on the majority vote of the board members at the meeting.
The Village of Germantown's detail 2021 budget proposal is available for public inspection at the Germantown Village Finance Office, 8:00 a.m - 4:30 p.m. Monday - Friday, and online at the Village's website - www.village.germantown.wi.us

	2020 Budget as Amended	2020 Estimated Year End	2021 Proposed	Percent Change Increase (Decrease) over prior budget
Revenues:				
Taxes (other than property taxes)	925,975	951,077	1,141,012	
Intergovernmental revenues	2,755,135	3,169,571	2,826,574	
Licenses and permits	906,460	816,299	942,632	
Fines, forfeits and penalties	180,500	117,141	168,500	
Public charges for services	2,049,713	1,416,817	1,875,225	
Miscellaneous	291,342	221,176	137,575	
Total Revenues	7,109,126	6,692,081	7,091,518	-0.25%
Expenditures:				
General government	1,134,795	1,104,766	1,169,538	
Public safety	8,457,566	8,575,671	8,834,522	
Public works	4,916,719	4,723,716	4,306,492	
Culture, recreation and education	3,142,525	2,728,772	2,917,414	
Conservation and development	574,349	475,416	320,125	
Transfers Out	0	0	0	
Total Expenditures	18,225,956	17,608,341	17,548,091	-3.72%
Excess (deficiency) of revenues over expenditures	(11,116,830)	(10,916,260)	(10,456,573)	
Local property taxes	10,075,146	10,075,145	10,456,573	3.79%
Net increase (decrease) in fund balance	(1,041,685)	(841,115)	0	
Fund Balance - Beginning of Year	8,427,251	8,427,251	7,586,136	
FUND BALANCE - END OF YEAR	7,385,566	7,586,136	7,586,136	

Proposed Tax Levy	2020	2021	% Levy Change	\$ Amount
By Fund	Budget	Budget		Difference
GENERAL FUND	10,075,145	10,456,573	3.79%	381,428
DEBT SERVICE	2,886,875	3,212,628	11.28%	325,753
TOTAL LEVY	12,962,020	13,669,201	5.46%	707,181

VILLAGE OF GERMANTOWN
2021 PROPOSED BUDGET SUMMARY ALL FUNDS
(as Required by Section 65.90(3))

Following are the proposed budgets for all funds of the Village for Budget Year 2021, Tax Bill 2020

Fund	Total Revenue	Total Expenditure	Excess/Deficit	Projected Balance Jan 1	Projected Balance Dec 31	Property Tax Contribution
General Fund	17,548,091	17,548,091	0	7,586,136	7,586,136	10,456,161
Special Revenue*	47,665	32,696	14,969	252,740	267,709	
Impact Fees (All)	143,535	212,040	(68,505)	850,259	781,754	
Debt Service	4,706,935	4,917,435	(210,500)	521,801	311,301	3,212,628
Capital Projects	26,724,294	26,626,000	98,294	1,836,938	1,935,232	
T.I.F. District #6	520,468	335,071	185,397	177,654	363,051	
T.I.F. District #7	78,020	223,225	(145,205)	57,551	(87,654)	
T.I.F. District #8	3,027,832	3,307,742	(279,910)	5,083,086	4,803,176	
Water Utility	2,407,729	2,792,690	(384,961)	1,378,362	993,401	
Sewer Utility	7,826,000	11,244,827	(3,418,827)	8,543,989	5,125,162	
Village Health Plan	1,817,000	2,126,000	(309,000)	783,044	474,044	
Village Dental Plan	85,466	94,800	(9,334)	81,502	72,168	
Total	64,933,035	69,460,617	(4,527,582)	27,153,062	22,625,480	13,668,789

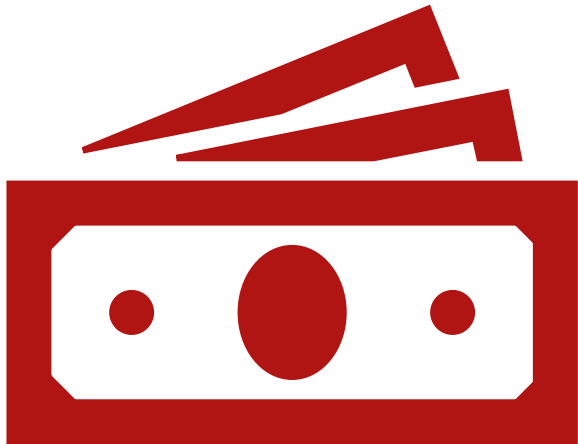
NOTE: * Special Revenue Funds: Senior Van Replacement, Canine Fund, Historic Preservation, Library Board Accounts, Recreation Facility Fee Fund, Honor Guard and Police Asset Forfeiture funds are shown as one total.

NOTE: Impact Fees: Police, Fire, Library, Park/Recreation and Water

The Village's outstanding debt on December 31, 2020 is projected to be:

General Obligation Notes & Bonds	\$43,570,000
Utility Revenue Bonds	\$800,910
	\$44,370,910

	Impact Fee Budgets					
	2020	2021	Percent	2020	2021	Percent
	Revenue		Change	Expenditure		Change
Police	14,200	19,680	38.59%	12,000	12,000	0.00%
Fire	13,562	20,760	53.07%	30,000	30,000	0.00%
Library	20,732	17,060	-17.71%	18,000	18,000	0.00%
Recreation	58,992	46,035	-21.96%	200,000	100,000	-00.00%
Water	27,000	40,000	48.15%	52,054	52,040	-0.03%
Total	134,486	143,535	6.73%	321,054	212,040	-32.05%



2021 Proposed Budget

Village of Germantown

Public Hearing November 16, 2020

Germantown Village Hall
N112 W17001 Mequon Road
Germantown WI 53022

7:00 pm Village Board Room

Budget Overview

- Financial Summary
- Tax Levy/Rate
- Revenue Sources
- Expenditures
- Debt
- Special Revenue
- Capital Projects
- Utility
- Employee Insurance

This Presentation provides a summary of the 2021 Village Budget. Presented is the General Operating Fund, Budgets for Debt Service, Special Revenue funds, Capital Accounts, the Water and Wastewater Utilities and the Employee Insurance Funds.

VILLAGE TAX LEVY/RATE 2021 Budget

OPERATIONS & DEBT SERVICE

- ▶ Tax Levy of \$13,669,201
- ▶ Estimated Tax Rate of \$4.959 per \$1,000 assessed value
 - ▶ General Fund Levy = \$10,456,573
 - ▶ Debt Service Levy = \$3,212,628
 - ▶ Equalized Value Ratio 2019 = 99.85
 - ▶ Estimated Equalized Value Ratio 2020 = 98.8
- ▶ Percentage change in Levy 5.46%
- ▶ Percentage change in Tax Rate 5.92%
- ▶ 2020 Net New Construction 3.204% \$330,550 Levy limit increase

VILLAGE OF GERMANTOWN

PROPERTY TAX LEVY 2021 BUDGET

2020 Tax
year

TAX LEVY BY FUND	2020 BUDGET	2021 BUDGET	% CHANGE 2020-2021	
GENERAL FUND	10,075,145	10,456,573	3.79%	381,428
DEBT SERVICE FUND	2,886,875	3,212,628	11.28%	325,753
TOTAL LEVY	12,962,020	13,669,201	5.46%	<u>707,181</u>
VILLAGE TAX RATE	4.68233	4.959598	5.92%	
ASSESSED VALUE (WITHOUT TIF)	2,768,284,111	2,756,110,375*	%	
				0.988
Tax Rate Difference		.2773		

GENERAL FUND FINANCIAL SUMMARY

	2019 Actual	2020 Budget	2020 Amended Budget	2020 Estimated Year End	2021 Budget
Revenue	17,406,540	17,118,335	17,184,274	16,767,227	17,548,091
Expenditure	16,359,583	17,118,335	18,225,956	17,608,341	17,548,091
Fund Balance	8,427,251			7,586,136	7,586,136
Change in Fund Balance		0		-841,415	
Village Tax Levy	9,631,858		10,075,145	10,075,145	10,456,573
Village Tax Rate (per \$1,000 of assessed Value)	\$5.14908	\$4.6823			\$4.9596

Major Budgetary Changes

Full Time Police Dept. Records Clerk

Transition to Contracted Srvs. – Inspection

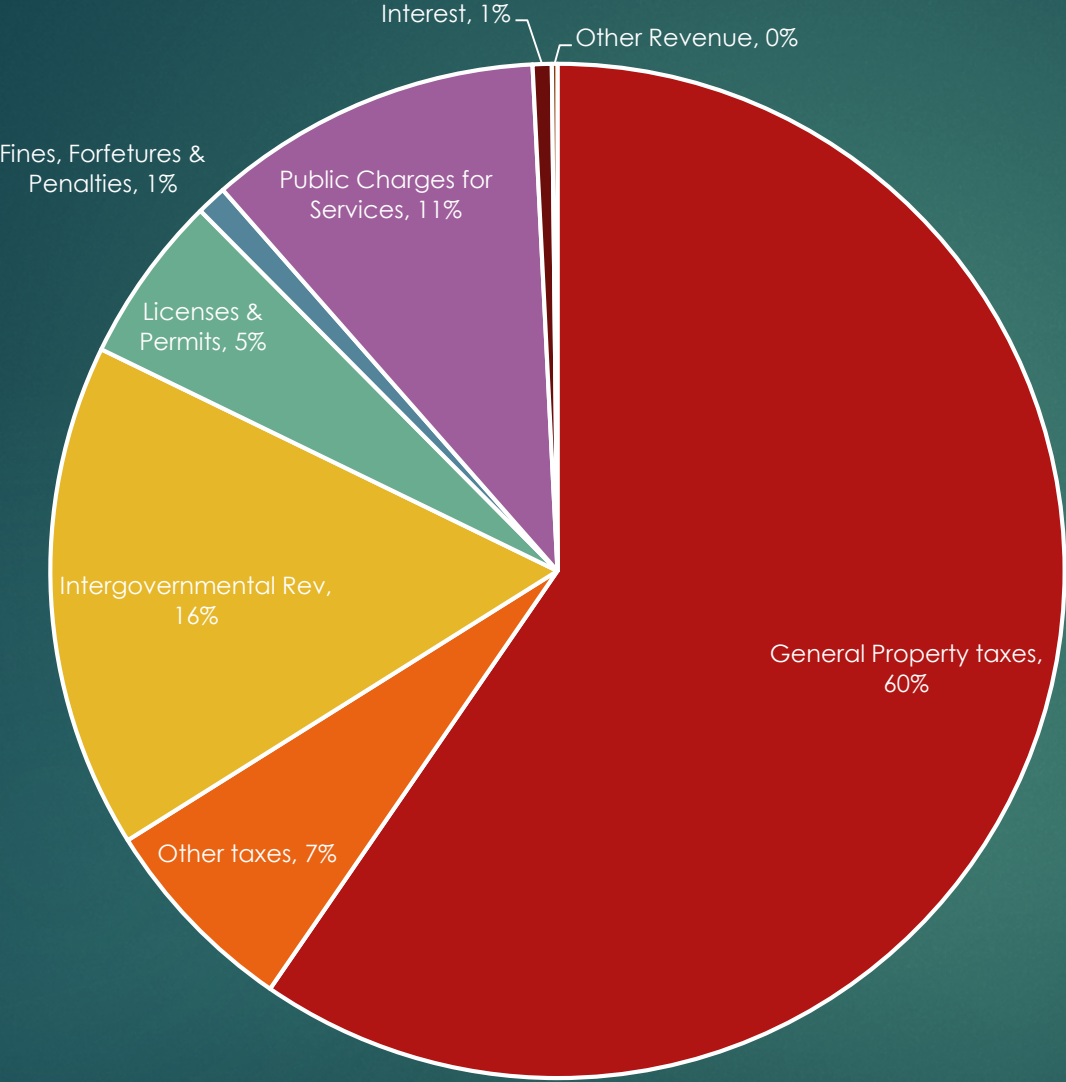
Increase Amount for Health Insurance

Fire Department Personnel Changes, add FT Positions, Remove POP

Police & Fire Union/Step Increases

Less Revenue Expected for interest and programs

General Fund Revenue

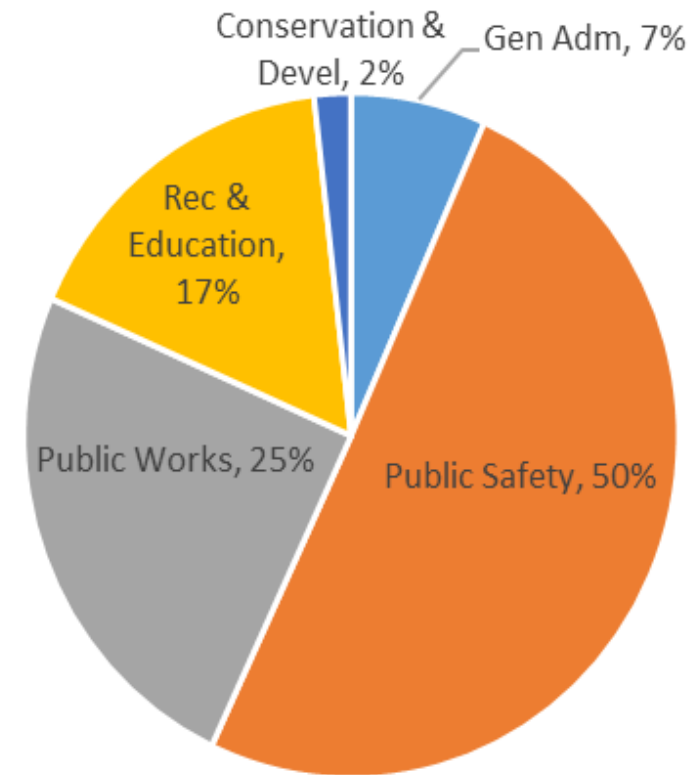


	2020			
2019	Projected	Budget	2021	
9,631,858	10,075,145	10,075,145	10,456,573	General Property taxes
1,053,734	951,077	925,975	1,141,012	Other taxes
2,550,160	3,169,571	2,755,136	2,826,574	Intergovernmental Rev
1,042,963	816,299	906,460	942,632	Licenses & Permits
170,455	117,141	180,500	168,500	Fines, Forfeitures & Penalties
1,912,977	1,416,817	2,049,713	1,875,225	Public Charges for Services
301,123	154,508	226,062	106,375	Interest
630,445	66,668	65,280	31,200	Other Revenue
17,293,715	16,767,227	17,184,271	17,548,091	

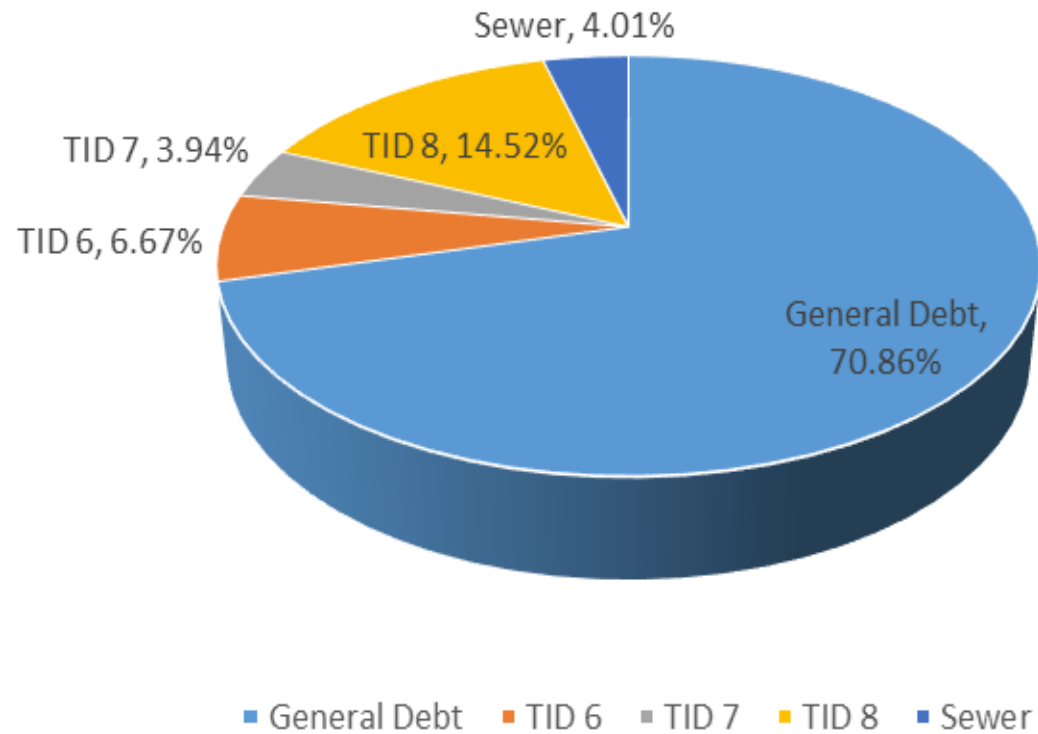
Expenditure Categories

		2020		
	2019	Projected	Budget	2021
Gen Adm	1,072,603	1,104,766	1,134,795	1,169,538
Public Safety	7,592,601	8,575,671	8,457,568	8,834,522
Public Works	3,363,612	4,723,716	4,916,719	4,306,492
Rec & Education	2,746,875	2,728,772	3,142,525	2,917,414
Conservation & Devel	251,211	475,416	574,349	320,125
	15,026,902	17,608,341	18,225,956	17,548,091

2021 Expenditures



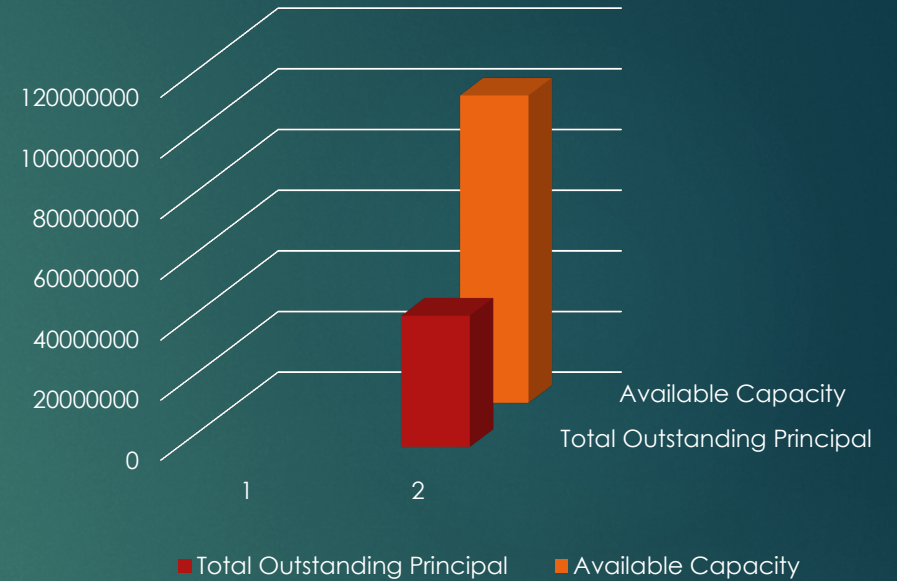
2021 Debt Service Fund



2021 Debt Service Levy \$3,212,628

Total Debt Service w/ TIDs & Sewer \$4,917,435

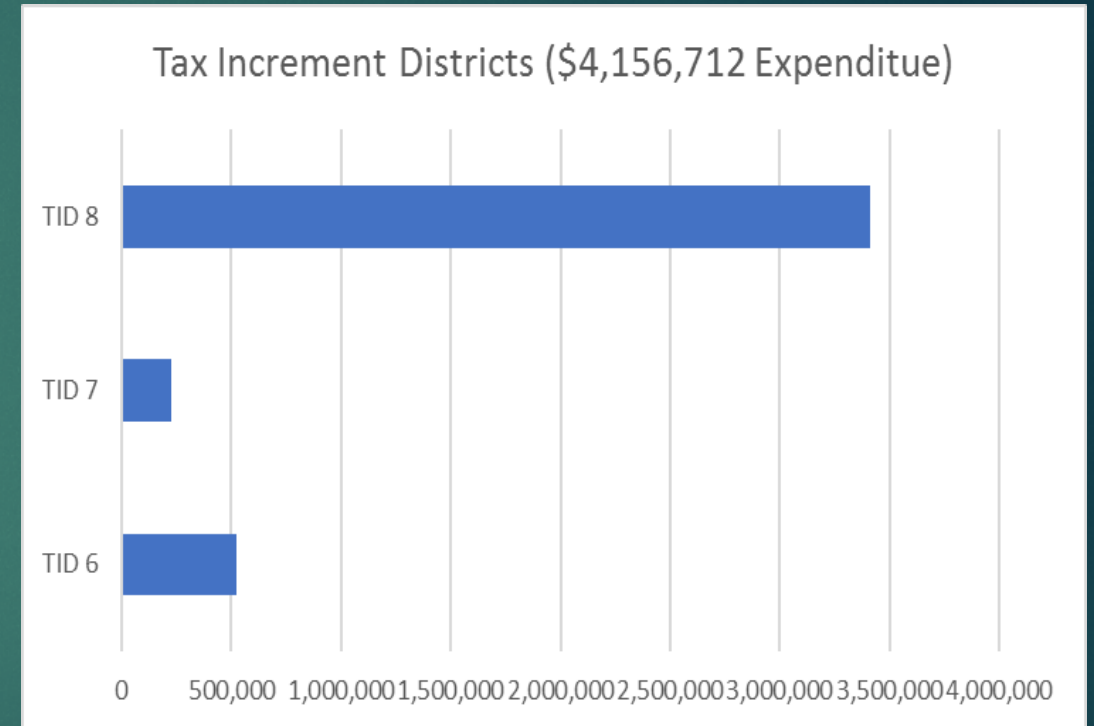
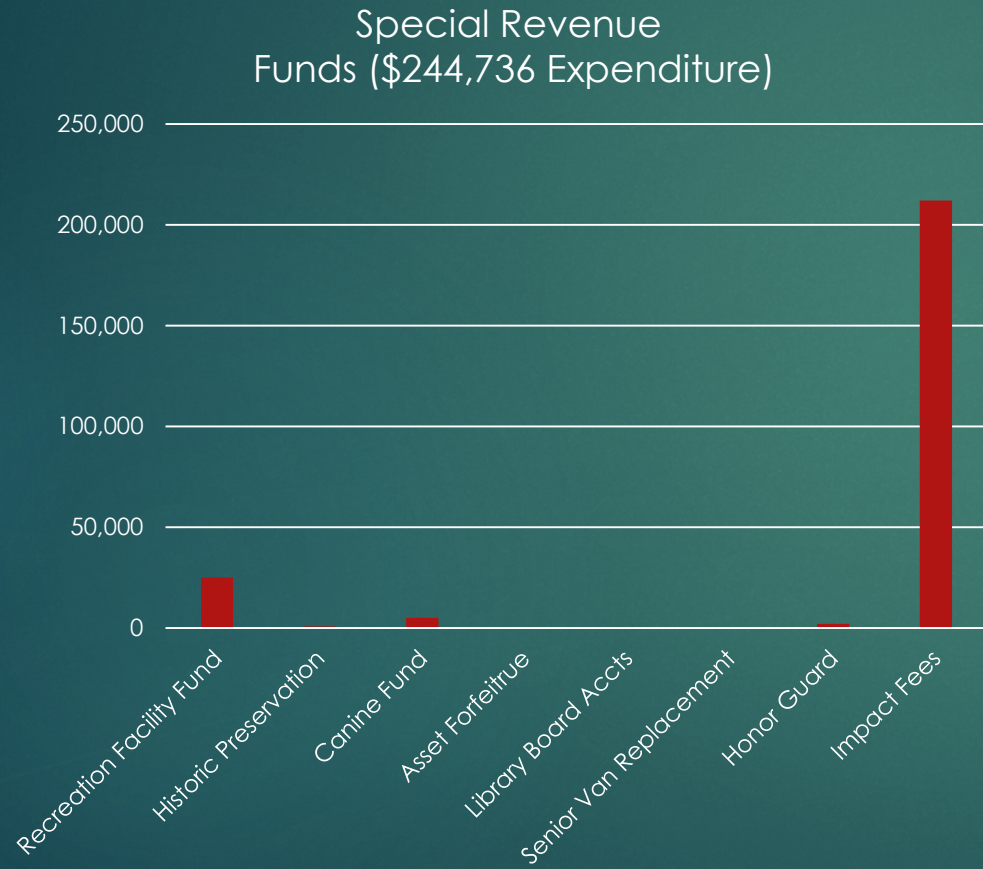
Chart Title



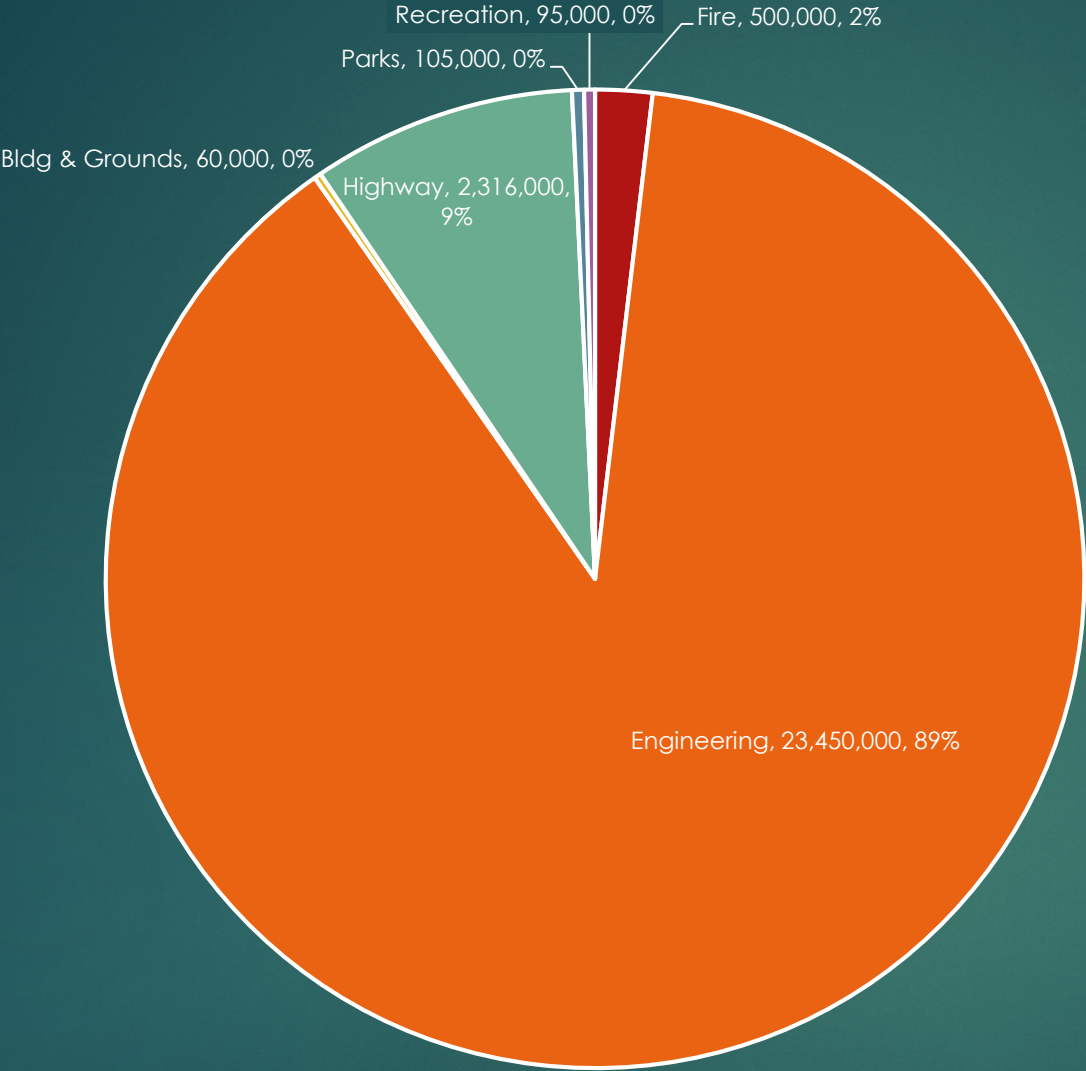
Outstanding Principal \$43,570,000

Available Capacity \$101,469,615 or 69.96%

Special Revenue and TIF District Funds



Capital Projects Fund 40 by Department



Replace Amb 1756	300,000
Cardiac Monitors	200,000
Software for Survey Equipment	40,000
Sidewalk Program	10,000
Public Works Campus	23,400,000
Library HVAC/Boiler Replacement	60,000
Asphalt Paving	1,500,000
Single Axle Patrol	276,000
Track Excavator	140,000
Mequon Road Street Lighting	400,000
Sealing Striping Friedenfeld Park	60,000
Replace Parks Truck	45,000
Dheinsvillr Park Paving & Restroom	80,000
Kinderberg Park Feasability Study	15,000
	0
TOTAL	26,526,000

Funding Source \$26,416,000 Debt Issuance, \$10,000 Capital Reserve, \$100,000 Impact Fee Rec

Water Utility & Wastewater Utility Operating

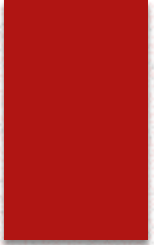
	Water*	Sewer
2020 Revenue Projected	2,459,838	7,185,595
2021 Revenue Budget	<u>2,407,729</u>	<u>7,826,000</u>
2020 Expenditure Projected	2,373,720	6,136,622
2021 Expenditure Budget	<u>2,422,690</u>	<u>6,061,864</u>
Proposed Capital**	300,000	5,182,963

* Water Utility Rate Increase Pending

** All Capital Projects may not be done in the current year

Internal Service Fund - Health & Dental

	Health	Dental
2020 Revenue Projected	1,662,382	105,306
2021 Revenue Budget	<u>1,817,000</u>	<u>85,456</u>
2020 Expenditure Projected	2,074,038	92,722
2021 Expenditure Budget	<u>2,126,000</u>	<u>88,000</u>
Year End 2020 Reserve Expected	783,044	81,502



2021

GENERAL OPERATIONS & DEBT SERVICE PROPOSED BUDGETS

- Village Tax Rate = \$4.9596 / \$1,000 of Assessed Value
- Total Tax Levy = \$13,669,201
- General Operations \$10,456,573
- Debt Service \$3,212,628

“Budgets are blueprints and priorities”

A Resolution Approving the 2021 Village of Germantown Budget

WHEREAS, the Committee of the Whole held budget review meetings on September 30, October 17, and October 15, 2020 to study, review and consider the 2021 Village of Germantown Budget; and

WHEREAS, On Monday, November 16, 2020 the Village of Germantown Village Board held a public hearing to consider the 2021 Proposed Budget; and

WHEREAS, the Village of Germantown Village Board has carefully examined the proposed budget and supporting information and found them to be true and correct and to properly represent the income anticipated and the required expenditures of the Village and all funds and departments as set forth in the budget; and

WHEREAS, after careful review and discussion, on November 16, 2020, the Village of Germantown Village Board moved to recommend the adoption of Resolution 63- 2020 approving the 2021 Village of Germantown, Washington County, Wisconsin Budget as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund., and the Health & Dental Employee Insurance Funds; and,

NOW THEREFORE BE IT RESOLVED, The Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the budget of the Village of Germantown, Washington County, Wisconsin, for the year 2021 as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund., and the Health & Dental Employee Insurance .

Introduced by:

Adopted:

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
PROPERTY TAX LEVY
2021 Budget**

**Preliminary
2020 Tax year
Move to Publication - PH 11/16/20**

TAX LEVY BY FUND	2020 BUDGET	2021 BUDGET	% CHANGE 2019-2020
GENERAL FUND	10,075,145	10,456,573	3.79%
DEBT SERVICE FUND	2,886,875	3,212,628	11.28%
TOTAL LEVY	12,962,020	13,669,201	5.46%
VILLAGE TAX RATE	4.68233	4.959598	5.92%
ASSESSED VALUE (WITHOUT TIF)	2,768,284,111	2,756,110,375	-0.44%
Tax Rate Difference		0.2773	

381,428
325,753

707,181

0.988000000 Estimated

2020 G/F Levy \$13,027,538 actual levy + PPA 65,518

Less 2020 DS (Post 2005) (\$2,710,725)
\$10,316,813
0% Max or Growth 2020 \$330,550 *
Goldendale Road jurisdictional 42,460 **
Refunded/Rescinded Taxes 15,419 ***
\$10,705,241
(Less Personal Property Payment, (68,018.68)
\$10,637,223

2020 Debt Service Change 3,031,728
Increase in pre 2005 DS 250
Subtotal 13,669,201

\$0

New Debt Difference	321,003
Goldendale Rd Jusisdictional Xfer	42,460 **
2020 Net New Construction - 3.204% *	
Refunded/Rescinded 2019 Meridian 15,419 ***	
Amount not Used for 2019	\$0

Amount less State Allowable Levy 2020 0

Amount above/below Maximum Levy 0.00

State Allowable Limit \$13,669,201

New Loans Effective outside of Levy Limit **

May 18, 2011 G.O. \$253,750
March 27 2012 \$302,173
May 8, 2013 G.O. \$196,920
May 14 2014 G.O. \$298,125
March 24, 2015 G.O. \$288,950
May 11, 2016 G.O. \$294,150
March 29, 2017 G.O. \$321,860
April 5, 2018 2018A G.O. \$357,000
May 2, 2019C G.O. Prom \$475,150
April 23, 2020A G.O. \$450,350
Disclosure Report \$3,800
3,242,228
Premium -\$210,500
3,031,728

Difference prior year

Total Village DS after premium
\$3,484,628.00 3,274,128

DS Projections:

Existing DS 242,400 (Pre July 2005)
Impact Fee Reduction Fire (30,000)
Impact Fee Reduction Library (18,000)
Impact Fee Police - Evidence Bldg (12,000)
Debt Service Interest (1,500)

2020 - \$242.150

250

180,900

Home Value	Village Amount	Village Amt 2019	increase
75,000	371.97	351.17	20.80
125,000	619.95	585.29	34.66
150,000	743.94	702.35	41.59
200,000	991.92	936.47	55.45
250,000	1,239.90	1,170.58	69.32
350,000	1,735.86	1,638.82	97.04
450,000	2,231.82	2,107.05	124.77

Detailed

2021 Village of Germantown Proposed Budget

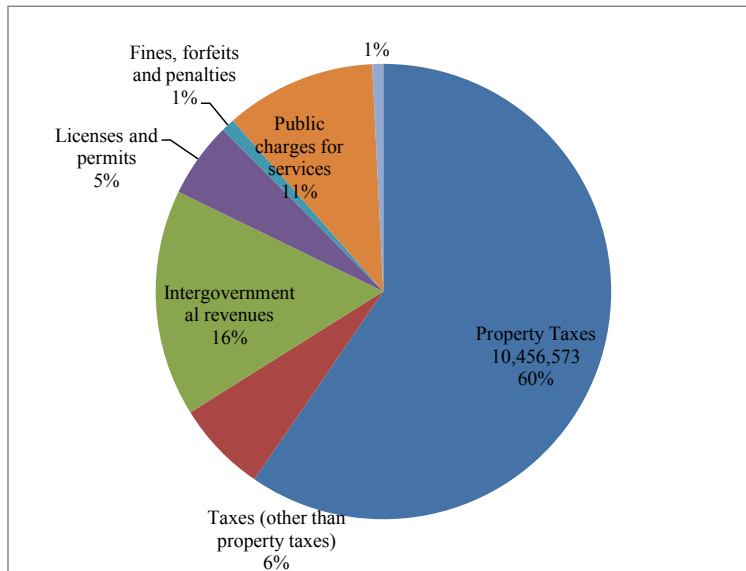
2020 Tax bill

General Fund	2019 Actual	Amended 2020 Budget	2020 Estimated Year End	2021 Proposed
Revenue Source				
General Property taxes	9,631,858	10,075,145	10,075,145	10,456,573
Other taxes	1,053,734	925,975	951,077	1,141,011
Intergovernmental Rev	2,550,160	2,755,136	3,169,571	2,826,575
Licenses & Permits	1,155,788	906,460	816,299	942,632
Fines, Forfeitures & Penalties	170,455	180,500	117,141	168,500
Public Charges for Services	1,912,977	2,049,713	1,416,817	1,875,225
Interest	301,123	226,062	154,508	106,375
Other Revenue	630,445	65,280	66,668	31,200
Total Revenues	<u>17,406,540</u>	<u>17,184,271</u>	<u>16,767,226</u>	<u>17,548,091</u>
Expenditures				
Legislative - Village Board	119,975	133,854	133,734	134,044
Administration	174,568	188,287	179,343	169,188
Village Clerk	193,469	335,359	328,960	285,184
Treasurer & Accounting	187,757	199,883	199,716	151,150
Assessor	259,084	102,853	103,985	104,373
Data Processing	89,247	96,970	97,731	80,862
General Government	160,616	77,589	61,297	244,737
Buildings & Grounds	605,750	642,572	602,412	540,737
Law Enforcement - Police	4,922,696	5,155,618	5,165,379	5,306,905
Fire Protection	2,462,854	2,327,117	2,468,273	2,548,096
Emergency Government	28,290	17,061	17,121	17,168
Community Development - Inspection	271,589	315,200	322,486	421,616
Engineering	226,383	279,128	214,055	270,773
Highway Department	3,133,355	4,223,719	4,103,858	3,633,618
Recycling	427,569	413,872	405,803	402,101
Library	902,067	919,396	917,707	941,142
Recreation	1,291,273	1,439,359	1,092,405	1,287,413
Parks	436,691	655,947	611,940	569,323
Senior Center	131,061	127,823	106,720	119,536
Community Develop - Planing & Zonin	261,385	336,081	313,824	287,525
Municipal Development	63,303	238,268	160,992	31,900
Transfers Out	10,600	0	600	700
Total Expenditure	<u>16,359,583</u>	<u>18,225,956</u>	<u>17,608,341</u>	<u>17,548,091</u>
 Excess of Revenue over Expenditure	 1,046,958	 (1,041,685)	 (841,115)	 0
 Fund Balance - January 1	 7,380,293	 8,427,251	 8,427,251	 7,586,136
Fund Balance - December 31	<u>8,427,251</u>	<u>7,385,566</u>	<u>7,586,136</u>	<u>7,586,136</u>
 Property Tax Support General Fund				10,456,573
Property Tax Support Debt Service				<u>3,212,628</u>
				13,669,201

2021 General Fund Budget

Revenues

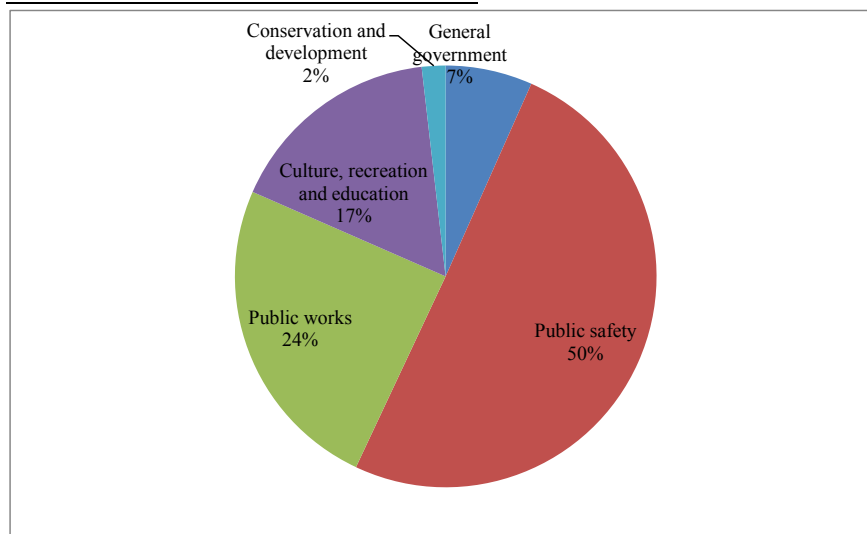
Property Taxes	10,456,573	59.59%
Taxes (other than property taxes)	1,141,011	6.50%
Intergovernmental revenues	2,826,575	16.11%
Licenses and permits	942,632	5.37%
Fines, forfeits and penalties	168,500	0.96%
Public charges for services	1,875,225	10.69%
Miscellaneous	137,575	0.78%
Total Revenue	17,548,091	100.00%



Expenditures

General government	1,169,538	6.66%
Public safety	8,834,522	50.34%
Public works	4,306,492	24.54%
Culture, recreation and education	2,917,414	16.63%
Conservation and development	320,125	1.82%

Total Expenditures	17,548,091
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2021 Village of Germantown Proposed Budget

Summary of Special Revenue

SPECIAL REVENUE FUNDS	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Revenue				
Total Revenue	118,905	53,838	38,245	47,665
Expenditures				
Total Expense	(136,993)	(37,000)	(121,436)	(32,696)
Excess of Revenue over Expenditure	(18,088)	16,838	(83,191)	14,969
Fund Balance - January 1	354,019	335,931	335,931	252,740
Fund Balance - December 31	335,931	352,769	252,740	267,709

Detail Special Revenue

Recreation Facility Fund (16)	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Total Revenue	42,359	33,000	21,193	32,625
Total Expense	(67,524)	(25,000)	(38,223)	(25,000)
Excess of Revenue over Expenditure	(25,165)	8,000	(17,030)	7,625
Fund Balance - January 1	92,273	67,108	67,108	50,078
Fund Balance - December 31	67,108	75,108	50,078	57,703

Canine Fund (18)	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Total Revenue	66,337	12,900	11,718	11,000
Total Expense	(20,043)	(5,000)	(80,754)	(5,000)
Excess of Revenue over Expenditure	46,294	7,900	(69,036)	6,000
Fund Balance - January 1	95,013	141,307	141,307	72,271
Fund Balance - December 31	141,307	149,207	72,271	78,271

Library Fund (83)	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Total Revenue	3,110	1,700	533	150
Total Expense	(31,136)	(1,000)	(763)	0
Excess of Revenue over Expenditure	(28,026)	700	(230)	150
Fund Balance - January 1	117,089	89,063	89,063	88,833
Fund Balance - December 31	89,063	89,763	88,833	88,983

Honor Guard (15)	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Total Revenue	1,139	900	465	25
Total Expense	(1,060)	(2,000)	(1,000)	(2,000)
Excess of Revenue over Expenditure	79	(1,100)	(535)	(1,975)
Fund Balance - January 1	8,317	8,396	8,396	7,861
Fund Balance - December 31	8,396	7,296	7,861	5,886

SPECIAL REVENUE

Historic Preservation (17)	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Total Revenue	618	0	608	705
Total Expense	(679)	0	(696)	(696)
Excess of Revenue over Expenditure	(61)	0	(88)	9
Fund Balance - January 1	414	353	353	265
Fund Balance - December 31	353	353	265	274

Asset Forfeiture (19)	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Total Revenue	1,444	1,038	608	10
Total Expense	(16,551)	(4,000)	0	0
Excess of Revenue over Expenditure	(15,107)	(2,962)	608	10
Fund Balance - January 1	15,141	34	34	642
Fund Balance - December 31	34	(2,928)	642	652

Senior Van Replacement Fund (28)	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Total Revenue	3,898	4,300	3,120	3,150
Total Expense	0	0	0	0
Excess of Revenue over Expenditure	3,898	4,300	3,120	3,150
Fund Balance - January 1	25,772	29,670	29,670	32,790
Fund Balance - December 31	29,670	33,970	32,790	35,940

2021 Village of Germantown Proposed Budget

Police Impact Fee (21)	2020 Estimated			
	2019 Actual	2020 Budget	Year End	2021 Proposed
Total Revenue	29,365	14,200	12,971	19,680
Total Expense	(39,250)	(12,000)	(12,000)	(12,000)
Excess of Revenue over Expenditur	(9,885)	2,200	971	7,680
Fund Balance - January 1	133,840	123,955	123,955	124,926
Fund Balance - December 31	123,955	126,155	124,926	132,606

Library Impact Fee (23)	2020 Estimated			
	2019 Actual	2020 Budget	Year End	2021 Proposed
Total Revenue	30,853	20,732	10,606	17,060
Total Expense	(20,000)	(18,000)	(18,000)	(18,000)
Excess of Revenue over Expenditur	10,853	2,732	(7,394)	(940)
Fund Balance - January 1	39,045	49,898	49,898	42,504
Fund Balance - December 31	49,898	52,630	42,504	41,564

Water Impact	2020 Estimated			
	2019 Actual	2020 Budget	Year End	2021 Proposed
Total Revenue	107,110	27,000	42,658	40,000
Total Expense	(52,068)	(52,054)	(52,054)	(52,040)
Excess of Revenue over Expenditur	55,042	(25,054)	(9,396)	(12,040)
Fund Balance - January 1	336,688	391,730	391,730	382,334
Fund Balance - December 31	391,730	366,676	382,334	370,294

IMPACT FEES

Fire Impact Fee (22)	2020 Estimated			
	2019 Actual	2020 Budget	Year End	2021 Proposed
Total Revenue	42,183	13,562	20,623	20,760
Total Expense	(30,000)	(30,000)	(30,000)	(30,000)
Excess of Revenue over Expenditur	12,183	(16,438)	(9,377)	(9,240)
Fund Balance - January 1	94,831	107,014	107,014	97,637
Fund Balance - December 31	107,014	90,576	97,637	88,397

Park & Recreation Impact Fund (24)	2020 Estimated			
	2019 Actual	2020 Budget	Year End	2021 Proposed
Total Revenue	87,980	58,992	33,113	46,035
Total Expense	0	(200,000)	(200,000)	(100,000)
Excess of Revenue over Expenditur	87,980	(141,008)	(166,887)	(53,965)
Fund Balance - January 1	281,765	369,745	369,745	202,858
Fund Balance - December 31	369,745	228,737	202,858	148,893

143,535
(212,040)
(68,505)

(68,505)
850,259

781,754

2021 Village of Germantown Proposed Budget

Capital Projects Funds

	2020 Estimated		2021	
Capital Projects (40)	2019 Actual	2020 Budget	Year End	Proposed
Revenue Source				
General Property Tax	0	0	0	0
Special Assessment	0	0	0	0
Intergovernmental	23,294	26,587	23,294	23,294
Property Sales	23,612	0	0	0
Miscellaneous	39,455	112,500	262,475	5,000
Transfers from Other Funds	27,250	200,000	200,000	100,000
Long Term Debt + Premium	3,495,538	4,105,000	4,063,716	26,581,000
Interest	108,240	80,000	39,686	15,000
Total Revenue	3,717,389	4,524,087	4,589,171	26,724,294
Expenditures				
Debt Issuance	63,619	65,000	61,884	100,000
General Equipment	50,115	0	0	0
Building & Grounds	84,588	462,234	362,184	60,000
Police Department	325,386	60,319	57,619	0
Fire Department	194,619	300,000	300,000	500,000
DPW Administration & Engineering	25,057	1,523,006	1,523,006	23,450,000
Highway	2,616,011	2,219,727	2,219,727	2,316,000
Senior Center/Library	26,876	0	0	0
Recreation	303,121	1,328,786	728,786	95,000
Parks	0	180,000	180,000	105,000
Transfer to General Fund	0	0	0	0
Transfer to Debt Service	208,591	0	172,826	0
Total Expense	3,897,983	6,139,072	5,606,032	26,626,000
Excess of Revenue over Expenditure	(180,594)	(1,614,985)	(1,016,861)	98,294
Fund Balance - January 1	3,034,393	2,853,799	2,853,799	1,836,938
Fund Balance - December 31	2,853,799	1,238,814	1,836,938	1,935,232

	2020 Estimated		2021	
T.T.F. District #7 (47)	2019 Actual	2020 Budget	Year End	Proposed
Revenue Source				
Taxes	0	42,025	42,025	77,900
Intergovernmental	0	0	0	0
Miscellaneous Revenue	0	0	13,231	0
Transfers from Other Funds	0	0	0	0
Long Term Debt	0	0	0	0
Interest	10,383	100	532	120
Total Revenue	10,383	42,125	55,788	78,020
Expenditures				
General Administration	37,222	9,741	11,005	29,275
Street Improvement	7,407	0	0	0
Water Mains & Improvements	3,706	0	0	0
Sanitary Sewer Mains & Improvements	1,399,511	0	0	0
Storm Drainage/ Wetland	0	0	0	0
Incentive Rebates	0	0	0	0
Debt Expense	0	0	0	0
Transfer to Debt Service Principal	0	0	0	120,000
Transfer to Debt Service Interest	75,750	75,750	75,750	73,950
Total Expense	1,523,596	85,491	86,755	223,225
Excess of Revenue over Expenditure	(1,513,213)	(43,366)	(30,967)	(145,205)
Fund Balance - January 1	1,601,731	88,518	88,518	57,551
Fund Balance - December 31	88,518	45,152	57,551	(87,654)

CAPITAL PROJECTS FUNDS

	2020 Estimated		2021	
T.T.F. District #6 (46)	2019 Actual	2020 Budget	Year End	Proposed
Revenue Source				
Taxes	76,218	353,382	353,617	520,093
Land / Material Sales	0	0	0	0
Transfers from Other Funds	10,000	100,000	0	0
Miscellaneous Revenue	166,382	30,122	166,533	125
Interest/Premium on issuance	474	100	464	250
Total Revenue	253,074	483,604	520,614	520,468
Expenditures				
General Administration/ Land Acquis	19,603	8,383	8,383	7,108
Land Bank Drawdown/expense	0	0	0	0
Site Grading	0	0	0	0
Street Improvement	0	0	0	0
Storm Drainage	0	0	0	0
Water Improvements	25,000	0	0	0
Sewer Improvements	25,000	0	0	0
Wetland Mitigation	0	0	0	0
Incentive Rebates	0	0	0	0
Transfer to Debt Service Principal	0	150,000	150,000	150,000
Transfer to Debt Service Interest	184,713	182,463	184,712	177,963
Total Expense	254,316	340,846	343,095	335,071
Excess of Revenue over Expenditure	(1,242)	142,758	177,519	185,397
Fund Balance - January 1	1,377	135	135	177,654
Fund Balance - December 31	135	142,893	177,654	363,051

	2020 Estimated		2021	
T.T.F. District #8 (48)	2019 Actual	2020 Budget	Year End	Proposed
Revenue Source				
Taxes	0	237,219	237,220	1,210,832
Intergovernmental	0	0	0	0
Miscellaneous Revenue	26,980	0	10,506	10,000
Transfers from Other Funds	0	0	0	0
Long Term Debt	16,777,486	7,800,000	0	1,800,000
Interest	78,092	15,000	39,987	7,000
Total Revenue	16,882,558	8,052,219	287,713	3,027,832
Expenditures				
General Administration	870,296	176,071	63,328	123,929
Street Improvement	20,290	2,440,000	0	1,000,000
Water Mains & Improvements	1,414,646	3,299,300	350,000	840,000
Sanitary Sewer Mains & Improvements	4,587,565	1,935,150	1,935,150	630,000
Storm Drainage/ Wetland	0	0	0	0
Incentive Rebates	0	0	0	0
Debt Expense	0	0	0	0
Transfer to Debt Service Principal	0	0	0	0
Transfer to Debt Service Interest	142,762	292,013	455,217	713,813
Incentive Rebates/Payments	0	0	0	105,277
Total Expense	7,035,559	8,142,534	2,803,695	3,413,019
Excess of Revenue over Expenditure	9,846,999	(90,315)	(2,515,982)	(385,187)
Fund Balance - January 1	(2,247,931)	7,599,068	7,599,068	5,083,086
Fund Balance - December 31	7,599,068	7,508,753	5,083,086	4,697,899

2021 Village of Germantown Proposed Budget **UTILITIES**

Utilities

			2020 Estimated	2021
Water Utility - Operating	2019 Actual	2020 Budget	Year End	Proposed
Revenue Source				
Public Charges for Services	2,197,232	2,253,429	2,394,759	2,329,429
Operating & Miscellaneous	80,637	51,800	36,378	48,300
Interest	7,907	45,000	28,701	30,000
Total Revenue	2,285,776	2,350,229	2,459,838	2,407,729
Expenditures				
Source of Supply Operation	88,861	69,700	59,675	66,268
Source of Supply Maintenance	56,862	65,561	66,446	65,916
Pumping Expense - Operation	323,223	313,900	326,344	324,052
Pumping Expense - Maintenance	137,984	290,000	290,000	136,000
Water Treatment - Operation	88,168	87,500	87,500	110,500
Water Treatment - Maintenance	48,773	59,101	57,101	63,100
Trans & Distribution Expense - Oper	102,392	101,986	97,459	133,712
Trans & Distribution Expense - Maint	142,988	953,180	203,969	238,143
Customer Accounts Expense	206,222	225,751	220,622	251,623
Administrative & General Exp	352,859	358,456	327,440	394,273
Property Tax Equivalent	602,924	585,000	615,086	620,000
PSC Remainder	2,296	2,500	2,500	2,500
Depreciation*	943800	901000	950690	950690
Int on Long Term Debt-	22,308	19,578	19,578	16,603
Total Expense	2,175,860	3,132,213	2,373,720	2,422,690
Excess of Revenue over Expenditure	109,916	(781,984)	86,118	(14,961)
Fund Balance - January 1	1,983,488	1,612,244	1,612,244	1,378,362
Debt Service Principal	65,000	70,000	70,000	70,000
Capital Outlay	416,160	400,000	250,000	300,000
Fund Balance - December 31 **	1,612,244	360,260	1,378,362	993,401

			2020 Estimated	2021
Wastewater Utility - Operating	2019 Actual	2020 Budget	Year End	Proposed
Revenue Source				
Public Charges for Services	6,828,217	7,113,000	6,909,519	6,995,000
Operating Revenues	279,635	171,000	150,471	171,000
Contribution Aid of Construction-Cash	0	0	0	0
General Obligation Bonds	3,108,110			
Interest	192,512	105,000	125,605	660,000
Total Revenue	10,408,475	7,389,000	7,185,595	7,826,000
Expenditures				
MMSD Sewer User Fee	1,957,023	2,000,000	2,092,228	2,000,000
MMSD Capital Charge	2,949,605	2,800,000	2,777,886	2,800,000
Operation	277,596	250,119	250,120	261,564
Maintenance	21,728	302,533	310,767	277,946
Customer Account	46,025	55,329	50,494	53,651
Borrowing Costs	51,617	0	62,631	82,081
Administrative & General Exp	475,753	636,053	592,496	586,622
Total Expense	5,779,347	6,044,034	6,136,622	6,061,864
Excess of Revenue over Expenditure	4,629,127	1,344,966	1,048,973	1,764,136
Fund Balance - January 1	9,278,251	8,995,016	8,995,016	8,543,989
Capital Outlay	4,912,363	1,500,000	1,500,000	5,182,963
Fund Balance - December 31 **	8,995,016	8,839,982	8,543,989	5,125,162

2021 Village of Germantown Proposed Budget

INTERNAL SERVICE FUNDS

HEALTH INSURANCE	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Revenue Source				
Premiums	1,395,268	1,425,000	1,448,564	1,591,000
Employee Contributions	187,938	190,000	192,958	220,000
Interest	32,863	35,000	20,860	6,000
Total Revenue	1,616,069	1,650,000	1,662,382	1,817,000
Expenditures				
Administrative Exp/Stop Loss	503,561	500,000	510,000	738,000
HS A Contribution	91,771	90,000	95,244	92,000
HPS - AFI Fee	22,098	17,000	330,000	26,000
Health Claims	1,148,204	1,100,000	1,138,794	1,270,000
Total Expense	1,765,634	1,707,000	2,074,038	2,126,000
Excess of Revenue over Expenditure	(149,565)	(57,000)	(411,656)	(309,000)
Fund Balance - January 1	1,344,265	1,194,700	1,194,700	783,044
Fund Balance - December 31	1,194,700	1,137,700	783,044	474,044

DENTAL INSURANCE	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Revenue Source				
Premiums	100,565	99,000	104,659	85,266
Interest	738	550	647	200
Total Revenue	101,303	99,550	105,306	85,466
Expenditures				
Administrative Expense	7,204	7,090	6,722	6,800
Dental Claims	88,448	92,500	86,000	88,000
Total Expense	95,652	99,590	92,722	94,800
Excess of Revenue over Expenditure	5,651	(40)	12,584	(9,334)
Fund Balance - January 1	63,267	68,918	68,918	81,502
Fund Balance - December 31	68,918	68,878	81,502	72,168

2020 Village of Germantown Proposed Budget

DEBT SERVICE

Debt Service	2019 Actual	2020 Budget	2020 Estimated Year End	2021 Proposed
Revenue Source				
General Property Tax	2,767,135	2,886,875	2,886,875	3,212,628
Miscellaneous/Interest	9,710	5,400	5,107	1,500
Proceeds Refinancing			0	
Other Financing Sources	3,276,227	760,226	1,348,886	1,492,807
Total Revenue	6,053,072	3,652,501	4,240,868	4,706,935
Expenditures				
Principal Payable	5,150,000	2,740,000	2,930,000	3,640,000
Interest Payable	842,505	971,541	1,096,771	1,277,435
Refinancing		0	0	0
Total Expense	5,992,505	3,711,541	4,026,771	4,917,435
Excess of Revenue over Expenditure	60,567	(59,040)	214,097	(210,500)
Fund Balance - January 1	247,137	307,704	307,704	521,801
Fund Balance - December 31	307,704	248,664	521,801	311,301

RESOLUTION NO. 64 – 2020

A Resolution Approving the Levying of Property Taxes for Village Purposes

WHEREAS, on Monday, November 16, 2020 the Village of Germantown Village Board met to consider levying taxes for Village purposes; and

WHEREAS, after careful review and consideration, the Village Board moved to recommend the adoption of Resolution 63 -2020 approving that the amounts set forth in the 2021 Budget be levied as taxes against the taxable property of the Village of Germantown for General Fund Operations and Debt Service, for the purposes stated herein, and that the same be placed on the tax roll for the year 2020, collectible in 2021, and that the total levy is hereby determined to be \$13,669,201

NOW THEREFORE BE IT RESOLVED, The Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the amounts set forth in the 2021 Budget and that the same be placed on the tax roll for the year 2020, collectible in 2021, and that the total levy is hereby determined to be \$13,669,201

Introduced by:

Adopted:

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 65-2020

AUTHORIZING THE PLACEMENT OF SPECIAL CHARGES ON THE 2020 TAX ROLL
AGAINST CERTAIN PROPERTIES

WHEREAS, certain services have been provided by the Village of Germantown, and have directly benefited specific properties within the Village, said services including water and sewer, special assessments and other miscellaneous charges for services provided during 2020; and,

WHEREAS, in specific instances, charges for services provided have not been paid, and no alternative arrangements have been reached to reimburse the Village for providing said services, or by mutual agreement, special assessment charges are to be placed on the tax roll as a means of collection; and,

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Washington County, Wisconsin, that for the Village to be reimbursed for the cost it has incurred in providing certain services, a listing of which is attached, hereto and made a part hereof, pursuant to Section 66.069, 66.076, 66.60 (16) and 66.98 Wisconsin Statutes, the Village Clerk is hereby authorized and directed to place such charges upon the 2020 Tax Roll for collection in 2020 and 2021.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

Village of Germantown

2020 Tax Roll - Special Charges & Assessments

Special Assmnt	Amount
Street Improvement	<u>\$5,060.10</u>
Sub-total	\$5,060.10
Special Charge	
Weed Cutting	2,914.18
False Alarm	83.96
Garbage Cart	254.58
Highway	<u>333.47</u>
Sub-total	\$3,586.19
Sub-Total before w/s	<u><u>\$8,646.29</u></u>
Deliq Water/Sewer	\$309,080.59 *
Village Total	\$317,726.88

* Note - Amounts for delinquent water and sewer may be adjusted downward as payments are received up until the Washington County cutoff date.

Property Detail is available in the Finance Office

BUSINESS OF THE GERMANTOWN GENERAL GOVERNMENT
& FINANCE COMMITTEE and
VILLAGE BOARD

MEETING DATE: November 16, 2020

PLACEMENT New Business

ITEM TITLE: **Creation of Ad hoc Committee for Village Board Room Equipment Upgrades**

SUBMITTED BY: Michelle Tucker

SUMMARY EXPLANATION:

To assist with the process of upgrading the Village Board Room audio/visual equipment, it is recommended that an ad hoc committee be created. This committee will assist with the solicitation and evaluation of proposals in order to make a recommendation to the Village Board. This ad hoc committee will consist of two Village Board members, two Village staff members, and one citizen member. Both Trustee Pieper and Trustee Miller have expressed interest in being appointed to this committee; staff recommends that staff be represented by Support Services Manager Michelle Tucker and Fire Chief John Delain. Staff recommends that our camera operator Dan Hummel be appointed as the citizen member.

ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER X Ad hoc committee request

RECOMMENDATION: Forward the request to create an ad hoc committee for Village Board Room Equipment Upgrades to the Village Board with a positive recommendation.

ACTION BY Committee:

11-16-20

J

TEMPORARY USE PERMIT APPLICATION

Please read and complete this application carefully (please write legibly). All applications must be signed and dated. Attach additional sheets or include supplemental information as necessary to further explain and support your application.

APPLICANT OR AGENT:

JOHN WEBER

PROPERTY OWNER(S):

Address: W154 N10002 Moonlite Dr.

GERMANTOWN, WI 53022

Address:

Phone:

Phone:

FAX:

FAX:

E-Mail:

JOW21@ATT.NET

E-Mail:

Address of Property, Parcel ID Number(s) or General Location of Proposed Temporary Use:

W156 N9666 PILGRIM Rd. (HILLCREST CENTER)

GERMANTOWN, WI 53022

DESCRIPTION OF TEMPORARY USE: (attach plans and/or separate pages as necessary)

Temporary Use(s), Buildings, Structures, etc: CAMPER TRAILER OWNED
By VFW 9202.

Proposed Starting and Ending Dates: 11-18-20 THRU 12-24-20

Days and Hours of Activities (if any): DAILY 10:00A.M TO 7:00P.M

Type of Activities and/or Products: CHRISTMAS TREES AND WREATHS

Sanitary Facilities (trash toilets etc): PORT-A-TOILET

Security Measures and/or Emergency Services Provided: VFW 9202

Temporary Use Permit Application

Page 2 of 2

Utility or Services (sanitary, water, electrical, etc.): VFW 9202 OWNED
POWER POLE

Parking and loading: PUBLIC PARKING LOT

Describe any noise, lighting, smell/odor, dust, etc. associated with the Temporary Use:
Temporary Signage (requires separate fee): LIGHTS AROUND TREES

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

All Amendment Applications:

- ☐ Complete Application Form (Affidavit of Understanding and signatures required)
- ☐ Application Fee
- ☐ Additional Sheet(s) needed to discuss and/or explain the temporary use being proposed
- ☐ Detailed Plat of Survey or Site Plan of the land upon which the temporary use is proposed at a scale of 1" = 50' or other suitable scale necessary to accurately present:
 - o Exterior boundary of the land subject of the map amendment
 - o Concept plan showing the general size and location of the proposed temporary use in relationship to existing property lines, buildings or structures, natural features, etc. as may be necessary to further explain and/or support the proposed temporary use.

AFFIDAVIT OF UNDERSTANDING & INTENT TO COMPLY

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



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



I understand that, regardless of the justification and/or information provided in support of my application, the Village is under no obligation to approve my application as requested;



I am aware that I am obligated to fulfill and continually be in compliance with any/all conditions of approval for this temporary use permit, and, that failure to do so may constitute a violation of the Village's Zoning Code and may result in the issuance of a municipal citation among other remedies.

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

[Signature] 11-6-2020
Applicant/Agent Date

Applicant/Agent Date

[Signature] 11/5/20
Property Owner Date

Property Owner Date

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 66-2020

**A RESOLUTION EXTENDING A PUBLIC HEALTH EMERGENCY
DECLARATION IN RESPONSE TO THE COVID-19 CORONAVIRUS**

WHEREAS, COVID-19, a novel strain of the coronavirus, was detected in December, 2019, and has subsequently spread throughout numerous countries and the United States including Wisconsin; and

WHEREAS, international organizations, the federal, state, and local governments are all working together to contain COVID-19; and

WHEREAS, In Executive Order #82 Governor Evers declared a renewed a Public Health Emergency for the State of Wisconsin; and

WHEREAS, the Village Board adopted Resolution No. 27-2020 on March 16, 2020 declaring a local public health emergency within the Village of Germantown; and

WHEREAS, the Village Board adopted Resolution No. 38-2020 on May 4, 2020 which extended the local public health emergency; and

WHEREAS, the Village Board adopted Resolution No. 42-2020 on May 18, 2020 which adopted the Washington Ozaukee County Public Health Department's Blueprint for Reopening; and

WHEREAS, the conditions necessitating the Emergency Declaration continue to exist and are projected to exist for some time; and

WHEREAS, the Village of Germantown has been working to protect the community from the spread of this disease, and to prepare for the impacts it may have; and

WHEREAS, in order to protect the health and well-being of residents and visitors, the Village of Germantown must avail itself of all resources needed to respond to and contain the presence of COVID-19 and to address the continuing response to the pandemic.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Germantown, Wisconsin, as follows:

1. That there continues to exist within the Village of Germantown a Public Health Emergency as defined in Wis. Stat. § 323.02(16). Specifically, there is threat of an illness or health condition that appears to be caused by a novel biological agent that poses a high

probability of widespread exposure and that creates a significant risk of substantial future harm to a large number of people.

2. This Public Health Emergency Declaration includes the terms of previously adopted resolutions Nos. 27-2020, 38-2020 and 42-2020 as they may have been previously amended.

3. Pursuant to Wis. Stat. § 323.11, this Public Health Emergency Declaration shall expire at 11:59 p.m. on January 18, 2021 unless otherwise revoked or extended by Resolution of the Village Board.

Introduced by: _____

Adopted: November 16, 2020

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: November 10, 2020 & November 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Waste Management Contract Extension for Solid Waste and Recycling Collection and Disposal

SUBMITTED BY: Steven R. Kreklow- Village Administrator

SUMMARY EXPLANATION:

Village staff have been in discussions with Waste Management for potential extension of their contract for solid waste and recycling collection services. Waste Management has proposed the following rates for 2021, as the first year of a seven-year contract:

Weekly Waste Collection (including carts)	\$9.24 per unit per month
Bi-Weekly Recycling Collection (including carts)	\$4.25 per unit per month

These are the rates assumed in the 2021 Proposed Budget. Starting on January 1, 2022 and each year thereafter, the rate will be adjusted by the CPI - US City Average - Water, sewer, and trash collection services with a minimum increase of 3% and a maximum increase of 4%. The contract will also include the following provisions:

- Bulk collection: The Village and Waste Management will schedule, on an annual basis a one-time per year Curbside Bulk Collection. The annual bulk item drop off event will be canceled due to lack of participation and resident access to the landfill throughout the year. Outside of the Curbside Bulk Collection week, residents may place at the curb items that do not fit in the cart or exceed four feet in length or sixty pound (except yard waste, tires and electronics) and they will be direct billed \$25.00.
- Apartment Recycling: Apartments will have the opportunity to sign up for cart recycling service at a rate of \$1.00 per unit per month more than the Village pays at that time. Current market rate is approximately \$10.00.

After reviewing this proposal DPW and Administration staff recommend approval of the Waste Management proposal. Market conditions at this time do not appear to be conducive to a formal bidding process.

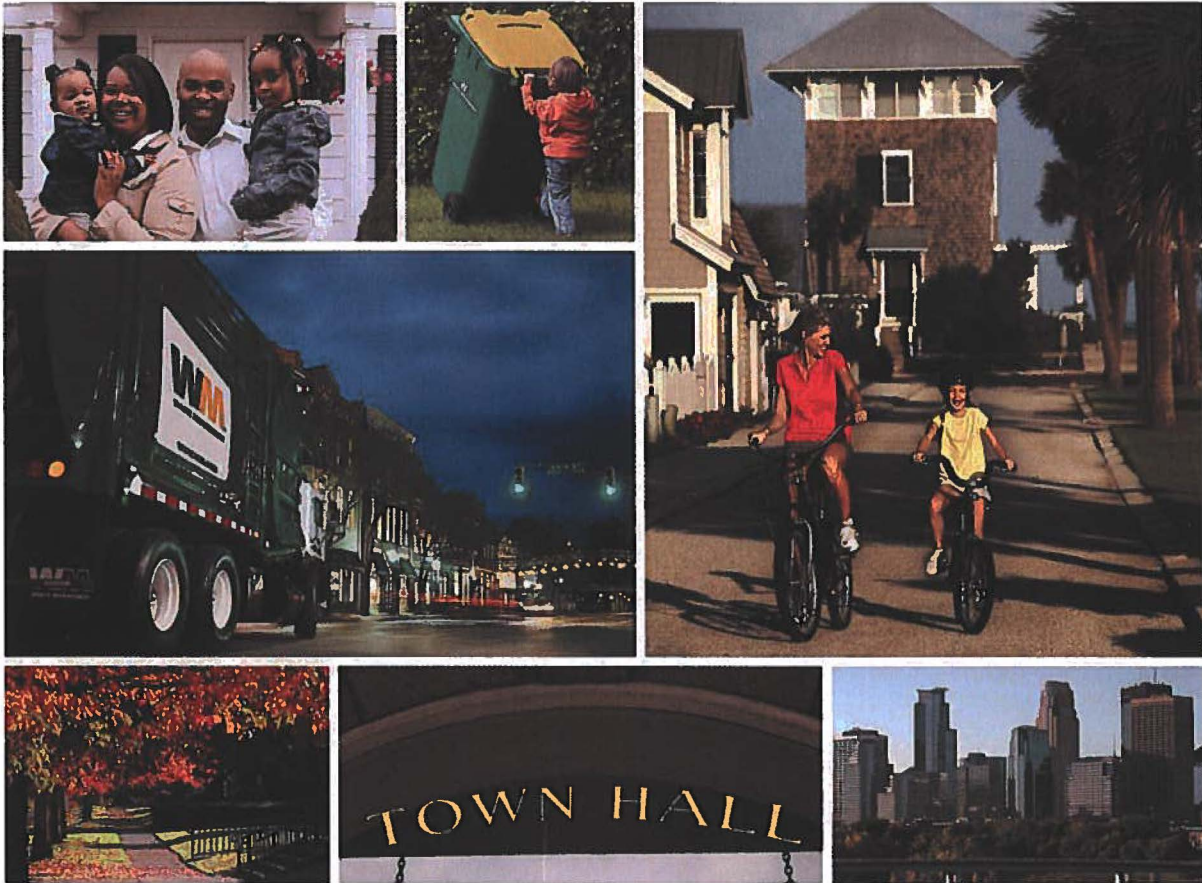
ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

RECOMMENDATION:

Staff recommends Public Works and Highway Committee approve awarding the contract to Waste Management, Inc for a 7 year contract to collect the Villages Trash & Recycling and forward with a positive recommendation for award to Village Board.

COMMITTEE ACTION:

PUBLIC SECTOR SOLUTIONS



Community and environmental stewardship at its best.

Proposal for Solid Waste and Recycling Collection and Disposal for the Village of Germantown, WI

Prepared for: Village Staff & Council Members

Prepared by: Tony Knoeck



:THINK GREEN:

Proposal Summary

The following proposal is based on approximately 5574 trash units (recycling units TBD) and a seven-year and two month contract ending 12/31/2025. Current rates, as of 9/24/2020, will stay in effect until 12/31/2020 upon signature of new contract.

Fully Automated Residential Curbside Collection:

Weekly Waste Collection (WM supplied carts)	\$ 9.24 per unit per month
Bi-Weekly Recycle (WM supplied carts)	<u>\$ 4.25 per unit per month</u>
	<u>\$13.49 per unit per month</u>

Bulk Collection:

Items that do not fit in the cart or exceeding four feet in length and sixty (60) pounds in weight, except for yard waste, tires, and electronics, will be billed direct to the resident at a rate of twenty-five dollars (\$25.00) per item.

In addition, the Village and Waste Management will schedule, on an annual basis, a one-time per year curbside Bulk Item collection. This collection will occur over a one (1) week period as scheduled between the Village and Waste Management each year. The annual Bulk Item Drop Off event will be cancelled due to lack of use and the ability for residents to use the landfill throughout the year.

Other Services:

Other current services such as landfill access to the residents and municipal building trash and recycling collection, will remain as is outlined in the current contract.

Change in Rate:

Rates will be held firm for the first year. Starting in the second year of the contract (1/1/2022) the rates will be adjusted based on the CPI - "US City average - Water, sewer and trash collection services - Garbage and Trash collection" - minimum three percent (3%), maximum four percent (4%), on the anniversary date of the contract each year. All other current taxes, and disposal and environmental fees are included in the rates above.

Please contact me if you have any questions, comments, or concerns on the proposal provided above.

Best Regards,

Tony Knoeck

Public Sector Services

Waste Management, Inc.

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

MEETING DATE: November 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Change Order-Contract with Maguire Iron, Inc – Reduction of Foundation for Storage Tank TID #8

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

SUMMARY EXPLANATION:

Staff is presenting a Change Order for a reduced change of foundation cost. The Elevated Water Tower # 4 was bid with a foundation sized for a taller tank to serve the Village of Richfield. Discussion related to the final height and service area of the Elevated Tower to serve only the Village of Germantown would require a smaller foundation.

Staff will present the credit amount at the Village Board meeting.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER ____

RECOMMENDATION:

Staff's recommendation is for the Village Board to approve the Change Order, in the amount of (TBD) to reduce the foundation size to that required for the Village of Germantown service area Elevated Tank height.

COMMITTEE ACTION:

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

Village of



Germantown



Development Analysis (TIDs 7 & 8)

Philip Cosson & Jonathan Schatz - Ehlers



Summary of the Proposed Capstone Quadrangle Development

- Proposed Development:
 - ✓ New industrial development – Directly south of TID 8
 - ✓ Total of 52 acres with approximately 43 acres developable
 - ✓ Estimated development value of \$61M over 7 years – starting in 2021 and completed in 2027 (breakout shown in development projections)
- Developer Ask:
 - ✓ Village contribution of \$2.5M to offset infrastructure costs (Borrowed)
 - ✓ TID contribution of 4.1% of proposed development value
 - ✓ 3 years of capitalized interest
 - ✓ Amend either TID 7 or 8 to allow for the Village contribution



Capstone Quadrangle – Dev. Projections

Village of Germantown, Wisconsin					
Development Assumptions					
Construction Year		Capstone Business Park	Annual Total	Construction Year	
1	2020		0	2020	1
2	2021		0	2021	2
3	2022	14,463,750	14,463,750	2022	3
4	2023		0	2023	4
5	2024	22,788,992	22,788,992	2024	5
6	2025		0	2025	6
7	2026		0	2026	7
8	2027	24,072,372	24,072,372	2027	8
9	2028		0	2028	9
10	2029		0	2029	10
11	2030		0	2030	11
12	2031		0	2031	12
13	2032		0	2032	13
14	2033		0	2033	14
15	2034		0	2034	15
16	2035		0	2035	16
17	2036		0	2036	17
18	2037		0	2037	18
19	2038		0	2038	19
20	2039		0	2039	20
Totals		<u>61,325,114</u>	<u>61,325,114</u>		
Notes:					

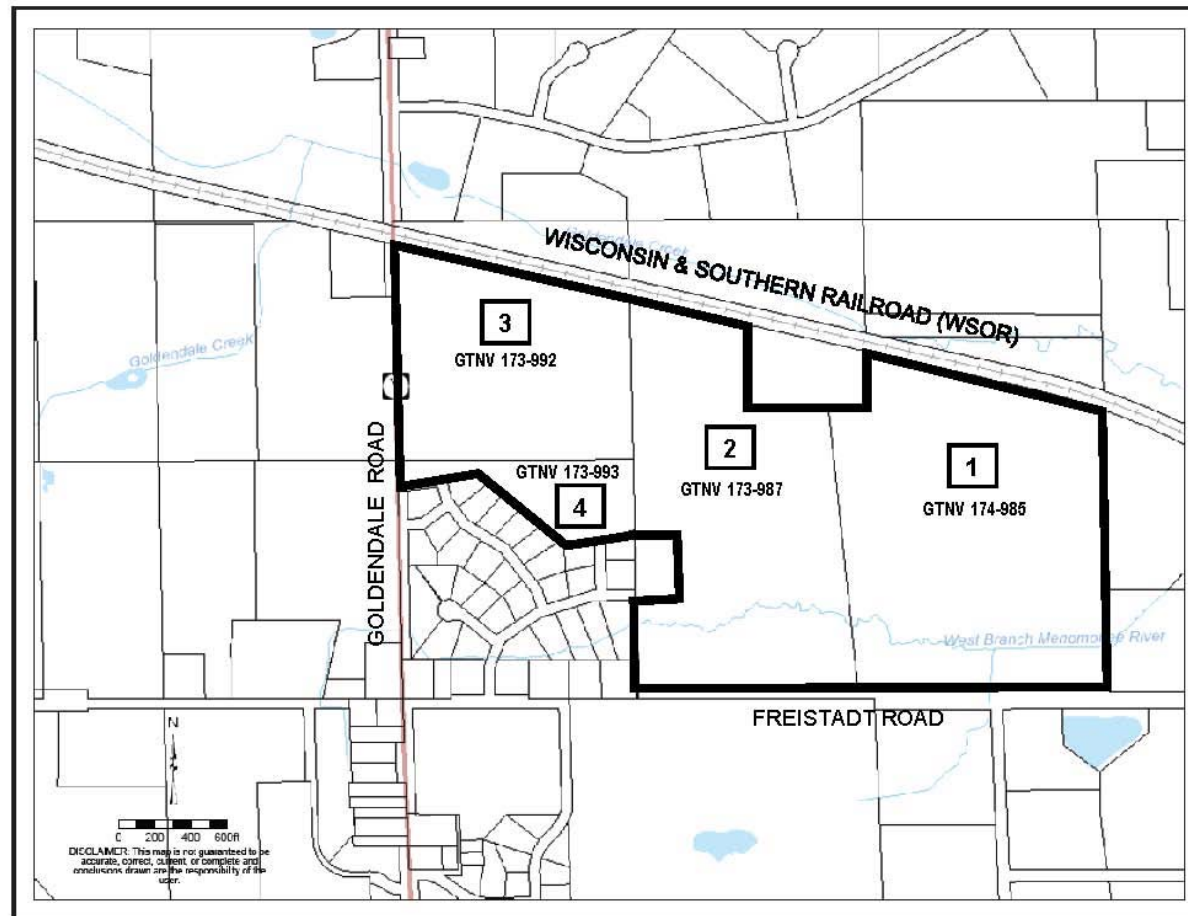


Capstone Quadrangle – Projected Cashflow

Village of Germantown, Wisconsin											
Tax Increment District #											
Cash Flow Projection											
Year	Projected Revenues			Expenditures				Balances			Year
	Tax Increments	Capitalized Interest	Total Revenues	G.O. Promissory Note 2,710,000			Total Expenditures	Annual	Cumulative	Principal Outstanding	
				Dated Date: Principal	03/01/21 Est. Rate Interest						
2020			0				0	0	0		2020
2021		35,569	35,569			35,569	35,569	0	0	2,710,000	2021
2022	0	47,425	47,425		1.75%	47,425	47,425	0	0	2,710,000	2022
2023	0	47,425	47,425		1.75%	47,425	47,425	0	0	2,710,000	2023
2024	255,719		255,719	175,000	1.75%	45,894	220,894	34,825	34,825	2,535,000	2024
2025	255,719		255,719	185,000	1.75%	42,744	227,744	27,975	62,801	2,350,000	2025
2026	658,628		658,628	550,000	1.75%	36,313	586,313	72,316	135,117	1,800,000	2026
2027	658,628		658,628	550,000	1.75%	26,688	576,688	81,941	217,058	1,250,000	2027
2028	658,628		658,628	600,000	1.75%	16,625	616,625	42,003	259,061	650,000	2028
2029	1,084,228		1,084,228	650,000	1.75%	5,688	655,688	428,541	687,602	0	2029
2030	1,084,228		1,084,228				0	1,084,228	1,771,830		2030
2031	1,084,228		1,084,228				0	1,084,228	2,856,058		2031
2032	1,084,228		1,084,228				0	1,084,228	3,940,286		2032
2033	1,084,228		1,084,228				0	1,084,228	5,024,514		2033
2034	1,084,228		1,084,228				0	1,084,228	6,108,742		2034
2035	1,084,228		1,084,228				0	1,084,228	7,192,970		2035
2036	1,084,228		1,084,228				0	1,084,228	8,277,198		2036
2037	1,084,228		1,084,228				0	1,084,228	9,361,426		2037
2038	1,084,228		1,084,228				0	1,084,228	10,445,654		2038
2039	1,084,228		1,084,228				0	1,084,228	11,529,882		2039
2040	1,084,228		1,084,228				0	1,084,228	12,614,110		2040
2041	1,084,228		1,084,228				0	1,084,228	13,698,338		2041
Total	16,582,288	130,419	16,712,707	2,710,000		304,369	3,014,369				Total
Notes:								Projected TID Closure			



TID No. 7 Boundary





TID 7 Overview

- Industrial TID created on 12-18-17:
 - ✓ Total acreage – 144 acres (87 acres J.W. Speaker expansion area)
 - ✓ Minimum of 50% of acreage zoned and suitable for industrial development
 - ✓ Maximum life 20 years (expenditure Period 15 years)
 - ✓ Base Value when created \$9,329,900, current incremental value \$4,790,800
- Financial Analysis: Negative cashflow with shortfalls backed by J.W. Speaker. Currently no ability to finance future TID projects.



TID 7 Existing Cashflow

Village of Germantown

Tax Increment District #7

Financing Plan

Year	Projected Revenues				Expenditures							Balances			Year
	Tax Increments	Interest on Fund Balance	JW Speaker Shortfall Pmt	Total Revenues	GO Bonds, Series 2018A										
					2,480,000										
					Dated Date:	06/06/18		Capital Expenditures	Other	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
Principal	Rate	Interest													
2019		10,383	0	10,383			75,750	1,406,384	162	37,060	1,519,356		88,519	From Audit	2019
2020	41,949	664	0	42,613			75,750			5,000	80,750	(38,137)	50,382	2,480,000	2020
2021	85,070		63,498	148,568	120,000	3.00%	73,950			5,000	198,950	(50,382)	0	2,360,000	2021
2022	85,070		110,280	195,350	120,000	3.00%	70,350			5,000	195,350	0	0	2,240,000	2022
2023	85,070		106,680	191,750	120,000	3.00%	66,750			5,000	191,750	0	0	2,120,000	2023
2024	85,070		103,080	188,150	120,000	3.00%	63,150			5,000	188,150	0	0	2,000,000	2024
2025	85,070		109,330	194,400	130,000	3.00%	59,400			5,000	194,400	0	0	1,870,000	2025
2026	85,070		120,205	205,275	145,000	3.00%	55,275			5,000	205,275	0	0	1,725,000	2026
2027	85,070		120,780	205,850	150,000	3.00%	50,850			5,000	205,850	0	0	1,575,000	2027
2028	85,070		116,280	201,350	150,000	3.00%	46,350			5,000	201,350	0	0	1,425,000	2028
2029	85,070		185,655	270,725	225,000	3.00%	40,725			5,000	270,725	0	0	1,200,000	2029
2030	85,070		252,780	337,850	300,000	3.00%	32,850			5,000	337,850	0	0	900,000	2030
2031	85,070		243,630	328,700	300,000	3.10%	23,700			5,000	328,700	0	0	600,000	2031
2032	85,070		234,255	319,325	300,000	3.15%	14,325			5,000	319,325	0	0	300,000	2032
2033	85,070		234,730	319,800	300,000	3.20%	4,800			15,000	319,800	0	0	0	2033
2034	85,070										0	0	0	0	2034
2035	85,070										0	0	0	0	2035
2036	85,070										0	0	0	0	2036
2037	85,070										0	0	0	0	2037
2038	85,070										0	0	0	0	2038
2039	85,070										0	0	0	0	2039
Total	1,658,273	11,047	2,001,187	3,160,089	2,480,000		753,975	1,406,384	162	117,060	4,757,581				Total
Notes:															



TID 7 Cashflow w/Capstone Development

Village of Germantown

Tax Increment District #7

Financing Plan

Year	Projected Revenues					Expenditures								Balances			Year		
						GO Bonds, Series 2018A		GO Bonds, Series 2021A											
	2,480,000							2,730,000											
	Tax	Interest on	JW Speaker	Capitalized	Total	Dated Date:	06/06/18	Dated Date:	02/04/21	Capital			Total			Principal			
	Increments	Fund Balance	Shortfall Pmt	Interest	Revenues	Principal	Rate	Interest	Est. Rate	Interest	Expenditures	Other	Admin.	Expenditures	Annual	Cumulative		Outstanding	
2019		10,383	0		10,383			75,750			1,406,384	162	37,060	1,519,356		88,519	From Audit	2019	
2020	41,949	664	0		42,613			75,750					5,000	80,750	(38,137)	50,382	2,480,000	2020	
2021	85,070	378	63,120	40,950	189,518	120,000	3.00%	73,950		40,950			5,000	239,900	(50,382)	(0)	5,090,000	2021	
2022	85,070	0	110,280	54,600	249,950	120,000	3.00%	70,350	2.00%	54,600			5,000	249,950	(0)	(1)	4,970,000	2022	
2023	85,070	0	106,680	54,600	246,350	120,000	3.00%	66,750	2.00%	54,600			5,000	246,350	(0)	(1)	4,850,000	2023	
2024	341,901	0			341,901	120,000	3.00%	63,150	50,000	2.00%	54,100			5,000	292,250	49,651	49,650	4,680,000	2024
2025	341,901	372			342,273	130,000	3.00%	59,400	80,000	2.00%	52,800			5,000	327,200	15,073	64,723	4,470,000	2025
2026	746,562	485			747,048	145,000	3.00%	55,275	150,000	2.00%	50,500			5,000	405,775	341,273	405,996	4,175,000	2026
2027	746,562	3,045			749,607	150,000	3.00%	50,850	350,000	2.00%	45,500			5,000	601,350	148,257	554,253	3,675,000	2027
2028	746,562	4,157			750,719	150,000	3.00%	46,350	350,000	2.00%	38,500			5,000	589,850	160,869	715,122	3,175,000	2028
2029	1,174,013	5,363			1,179,376	225,000	3.00%	40,725	350,000	2.00%	31,500			5,000	652,225	527,151	1,242,273	2,600,000	2029
2030	1,174,013	9,317			1,183,330	300,000	3.00%	32,850	350,000	2.00%	24,500			5,000	712,350	470,980	1,713,253	1,950,000	2030
2031	1,174,013	12,849			1,186,862	300,000	3.10%	23,700	350,000	2.00%	17,500			5,000	696,200	490,662	2,203,915	1,300,000	2031
2032	1,174,013	16,529			1,190,542	300,000	3.15%	14,325	350,000	2.00%	10,500			5,000	679,825	510,717	2,714,632	650,000	2032
2033	1,174,013	20,360			1,194,372	300,000	3.20%	4,800	350,000	2.00%	3,500			15,000	673,300	521,072	3,235,704	0	2033
2034	1,174,013	24,268			1,198,280									0	1,198,280	4,433,984		0	2034
2035	1,174,013	33,255			1,207,267									0	1,207,267	5,641,252		0	2035
2036	1,174,013	42,309			1,216,322									0	1,216,322	6,857,574		0	2036
2037	1,174,013	51,432			1,225,444									0	1,225,444	8,083,018		0	2037
2038	1,174,013	60,623			1,234,635									0	1,234,635	9,317,653		0	2038
2039	1,174,013	69,882			1,243,895									0	1,243,895	10,561,548		0	2039
Total	16,134,785	365,672	280,080	150,150	16,930,687	2,480,000		753,975	2,730,000		479,050	1,406,384	162	117,060	7,966,631				Total

Notes:



TID No. 8 Boundary





TID 8 Overview

- Industrial TID created on 7-2-18:
 - ✓ Total acreage – 225 acres
 - ✓ Minimum of 50% of acreage zoned and suitable for industrial development
 - ✓ Maximum life 20 years (expenditure Period 15 years)
 - ✓ Base Value when created \$640,700, current incremental value \$74,466,900
- Financial Analysis: Strong cashflow that could be available to fund future capital projects or close the TID early.



Cash Flow Projection No Dev.

11



TID 8 Cashflow w/Capstone Development

Village of Germantown

Tax Increment District #8

Cash Flow Projection with Capstone

	Projected Revenues					Expenditures												Balances																				
Year	Tax Increments	Interest Earnings/ (Cost)	Cap. Interest	Bid Premium	Total Revenues	Tax Exempt Bonds, Series 2019A 6,725,000		Taxable Bonds, Series 2019B 1,755,000		GO Corp Purpose Bonds, Series 2019D 7,850,000		Municipal Rev. Obligation (MRO) 1,000,000		G.O. Corp Purpose Bonds, Series 2021A 2,730,000		Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	Year																	
						Dated Date: Prin (3/1)	02/05/19 Interest	Dated Date: Prin (3/1)	02/05/19 Interest	Dated Date: Prin (3/1)	12/11/19 Interest	Dated Date: Principal	11/01/18 Interest	Dated Date: Principal	03/01/21 Interest																							
2019		1.50%			417,752	0	100,707	0	36,465							7,500	144,672	273,080	273,080	17,330,000	2019																	
2020		4,096	133,929		138,025	0	205,993	0	74,588		163,204					7,500	451,284	(313,259)	(40,179)	17,330,000	2020																	
2021	236,791	0	29,636	7,969	274,396	100,000	204,893	75,000	72,994	35,000	225,275		103,125		40,950	7,500	864,736	(590,340)	(630,520)	19,850,000	2021																	
2022	1,319,912	0	39,515		1,359,427	100,000	202,663	100,000	69,275	185,000	220,875	42,849	36,697		54,600	7,500	1,019,458	339,969	(290,551)	19,422,151	2022																	
2023	1,500,705	0	39,515		1,540,220	100,000	200,363	175,000	63,431	205,000	213,075	44,487	35,059		54,600	7,500	1,098,514	441,705	151,154	18,897,664	2023																	
2024	1,589,329	2,267			1,591,596	100,000	197,978	185,000	55,781	235,000	204,275	46,187	33,359	155,000	53,050	7,500	1,273,129	318,467	469,621	18,176,477	2024																	
2025	1,845,696	7,044			1,852,741	125,000	195,188	200,000	47,600	265,000	194,275	47,952	31,594	200,000	49,500	7,500	1,363,608	489,132	958,754	17,338,526	2025																	
2026	1,845,696	14,381			1,860,077	125,000	191,981	225,000	38,569	395,000	181,075	49,784	29,761	225,000	45,250	7,500	1,513,921	346,157	1,304,910	16,318,741	2026																	
2027	2,249,627	19,574			2,269,200	150,000	188,318	250,000	28,475	425,000	164,675	51,687	27,859	250,000	40,500	7,500	1,584,013	685,187	1,990,098	15,192,054	2027																	
2028	2,249,627	29,851			2,279,478	175,000	183,844	265,000	17,531	455,000	149,350	53,662	25,883	250,000	35,500	7,500	1,618,271	661,208	2,651,305	13,993,392	2028																	
2029	2,249,627	39,770			2,289,396	250,000	177,803	280,000	5,950	510,000	134,875	55,713	23,833	250,000	30,500	7,500	1,726,173	563,223	3,214,528	12,647,679	2029																	
2030	2,676,305	48,218			2,724,523	550,000	166,090			515,000	121,431	57,842	21,703	350,000	24,500	7,500	1,814,067	910,456	4,124,984	11,174,836	2030																	
2031	2,676,305	61,875			2,738,180	600,000	148,978			515,000	109,844	60,053	19,493	350,000	17,500	7,500	1,828,367	909,813	5,034,797	9,649,784	2031																	
2032	2,676,305	75,522			2,751,827	600,000	130,858			515,000	97,934	62,348	17,198	350,000	10,500	7,500	1,791,338	960,489	5,995,287	8,122,436	2032																	
2033	2,676,305	89,929			2,766,234	600,000	112,438			515,000	85,703	64,731	14,815	350,000	3,500	7,500	1,753,686	1,012,548	7,007,835	6,592,705	2033																	
2034	2,676,305	105,118			2,781,423	600,000	93,658			515,000	73,150	67,204	12,341			7,500	1,368,853	1,412,569	8,420,404	5,410,501	2034																	
2035	2,676,305	126,306			2,802,611	625,000	74,115			510,000	60,338	69,773	9,773			7,500	1,356,498	1,446,113	9,866,517	4,205,728	2035																	
2036	2,676,305	147,998			2,824,303	625,000	53,834			510,000	47,588	72,439	7,107			7,500	1,323,467	1,500,836	11,367,353	2,998,289	2036																	
2037	2,676,305	170,510			2,846,815	650,000	32,793			510,000	34,519	75,207	4,338			7,500	1,314,357	1,532,458	12,899,812	1,763,082	2037																	
2038	2,676,305	193,497			2,869,802	650,000	10,985			510,000	21,131	78,082	1,464			7,500	1,279,162	1,590,640	14,490,452	525,000	2038																	
2039	2,676,305	217,357			2,893,662					525,000	7,219					7,500	539,719	2,353,943	16,844,395	0	2039																	
2040	2,676,305	252,666			2,928,971											7,500	7,500	2,921,471	19,765,866	0	2040																	
Total	44,526,365	1,605,979	660,347	7,969	46,800,660	6,725,000	2,873,474	1,755,000	510,659	7,850,000	2,509,810	1,000,000	455,402	2,730,000	460,450	165,000	27,034,795				Total																	
Notes:																			Projected TID Closure																			
¹ Estimated rates based on WI Aa1 BQ scale from 9/23/19 + .35 in 2020-2029 and +.50 in 2030-2039.																																						



BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 16, 2020

AGENDA ITEM: New Business [Certified Survey Map]

ITEM TITLE: 4-Lot Certified Survey Map (CSM) of Outlot 4 in the Woodland Ponds Estates Subdivision; David Leszczynski for Germantown Acquisition LLC, Property Owner – 4.58-acres Wasaukee Road @ Elm Lane

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

SUMMARY EXPLANATION:

Germantown Acquisition LLC has submitted a 4-lot CSM to redivide Outlot 4 in the Woodland Ponds Estates subdivision located west of Wasaukee Road and north of Elm Lane adjacent to the existing Woodland Ponds (north) and Harvest Hills (west) subdivisions. Phase 1 was approved in 2019 and included 12 out of a total 16-lot single-family lots. The 4 additional lots in Phase 2 is/was included in the originally approved concept plan.

A Development Agreement is required for Phase 2 (either a new agreement or a revised Phase 1 Agreement) and has not yet been completed at the time of this report. In addition, deed restrictions & covenants for the 4 lots in Phase 2 are also required.

PLAN COMMISSION RECOMMENDATION:

APPROVE the 4-Lot CSM of Outlot 4 in the Woodland Ponds Estates Subdivision subject to (6) conditions:

1. Developer shall enter into a Development Agreement with the Village pursuant to Section 18 of the Village Code (Subdivision and Platting), as well as, the preparation of detailed plans for the installation of public utilities and improvements including, but not limited to public street improvements for proposed Elm Court, storm water management facilities, master grading plan and erosion control, landscaping & street trees, open space, lighting and signage.
2. The Development Agreement shall include a requirement that subdivision deed restrictions and covenants be submitted to the Village prior to CSM approval by the Village Board and include provisions for: (a) the maintenance responsibility for Outlot 5 and the private drainage easements; and (b) a requirement that each individual lot contain the landscaping required under Section 17.43(5).
3. Prior to recording the CSM, the Developer shall prepare and submit a street tree landscape plan for approval by the Village Forester and Village Planner. Street trees shall be installed consistent with the Village's street tree requirements. The timing of installation of the street trees and common open space landscaping shall be determined as set forth in the Development Agreement. The Developer shall include street trees along Wasaukee Road, Elm Lane, and Elm Court.

4. All landscaping, screening, grading, paving, storm water management, utility and other improvements shown on the approved construction and landscaping plans shall be installed prior to issuance of the first building permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village to ensure installation/completion of the proposed improvements will be completed within one (1) year after issuance of the occupancy permit.
5. All the comments and outstanding issues identified by the Village Surveyor in an October 12, 2020 review memo shall be addressed prior to recording the CSM.
6. Direct access to Elm Lane and Wasaukee Road shall be prohibited. Notations containing these access restrictions shall be added to the CSM prior to recording.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

PLAN COMMISSION MINUTES
November 9, 2020

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

ROLL CALL: Chairman Dean Wolter, Commissioners Tony Laszewski, Bill Shadid, Bob Williams and Peter Nilles were in attendance. Trustee Rep David Baum and Commissioner Matt Kimmler 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 Shadid second Nilles to Approve the minutes from 10/12/20.

MOTION carried unanimously.

Woodland Ponds Estates - Elm Lane west of Wasaukee Road. David Leszczynski for Germantown Acquisitions LLC, property owner of 4.58 acres known as Phase II of Woodland Ponds Estates is requesting approval of a 4-Lot Certified Survey Map for Outlot 4. Planner Retzlaff summarized the proposal.

Commissioner Nilles questioned if a condition should be added regarding the referenced payment for the reconstruction of Elm Lane. Planner Retzlaff said he had received information from the developer that payment for his proportionate share for reconstruction of Elm Lane had been made but will need to be confirmed. Commissioner Williams asked if the developer had adopted the Woodland Ponds Homeowners Covenants and agree to work with the architectural control committee. Planner Retzlaff confirmed the Covenants and Deed Restrictions were adopted for the lots accessed through Woodland Ponds and are equivalent to the same restrictions that are usually included. Dave Leszczynski confirmed the Covenants and Deed Restrictions had been adopted were recorded adding Woodland Ponds Estates will have their own architectural control committee but will follow the same rules as Woodland Ponds. The 7 lots off Forest Hill Road will follow the covenants for Woodland Ponds subdivision and the 3 lots accessed through Taylor Trail will follow the covenants for Harvest Hills subdivision.

MOTION Shadid second Laszewski to Approve the proposed 4-lot Certified Survey Map (CSM) land division of Outlot 4 in the Woodland Ponds Estates subdivision subject to the following conditions:

- 1. Developer shall enter into a Development Agreement with the Village pursuant to Section 18 of the Village Code (Subdivision and Platting), as well as, the preparation of detailed plans for the installation of public utilities and improvements including, but not limited to public street improvements for proposed Elm Court, storm water management facilities, master grading plan and erosion control, landscaping & street trees, open space, lighting and signage.***
- 2. The Development Agreement shall include a requirement that subdivision deed restrictions and covenants be submitted to the Village prior to CSM approval by the Village Board and include provisions for: (a) the maintenance responsibility for Outlot 5 and the private drainage easements; and (b) a requirement that each individual lot contain the landscaping required under Section 17.43(5).***
- 3. Prior to recording the CSM, the Developer shall prepare and submit a street tree landscape plan for approval by the Village Forester and Village Planner. Street trees shall be installed consistent with the Village's street tree requirements. The timing of installation of the street trees and common open space landscaping shall be determined as set forth in the Development Agreement. The Developer shall include street trees along Wasaukee Road, Elm Lane, and Elm Court.***
- 4. All landscaping, screening, grading, paving, storm water management, utility and other improvements shown on the approved construction and landscaping plans shall be installed prior to issuance of the first building permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by***

the Village is submitted to the Village to ensure installation/completion of the proposed improvements will be completed within one (1) year after issuance of the occupancy permit.

5. *All the comments and outstanding issues identified by the Village Surveyor in an October 12, 2020 review memo shall be addressed prior to recording the CSM.*
6. *Direct access to Elm Lane and Wasaukee Road shall be prohibited. Notations containing these access restrictions shall be added to the CSM prior to recording.*

MOTION carried unanimously.

CERTIFIED SURVEY MAP (CSM) APPLICATION

11/9/20 Plan Commission Meeting

Woodland Ponds Estates / Germantown Acquisitions LLC

Village Planner Report

Germantown, Wisconsin

Summary

David Leszczynski, agent for Germantown Acquisitions LLC, property owner, is requesting approval of a 4-lot Certified Survey Map (CSM) for Outlot 4 in the 29.7-acre single-family residential development called "Woodland Ponds Estates" located north of Elm Lane and west of Wasaukee Road.

Property Location: Elm Lane @ Wasaukee Road

Applicant/

Property Owner: David Leszczynski, Germantown Acquisitions LLC
3223 Fleur Da Lis Drive
Mequon, WI

Zoning: Rs-3: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-3
South	Residential/Agricultural	Rs-2/A-2
East	Residential/Agricultural (Mequon)	N/A
West	Agricultural	A-2



Background/Proposal

In 2018, developer David Leszczynski, agent for Germantown Acquisitions LLC, property owner, is received Rs-3 rezoning approval of a preliminary subdivision plat for a 16-lot, 29.7-acre single-family residential development to be called "Woodland Ponds Estates" located north of Elm Lane and west of Wasaukee Road.

At that time, the developer indicated a desire to develop the land in two phases. Phase 1 was approved in 2019 as a subdivision plat with a total of 12 lots with access to 9 lots from Forest Hill Road (through the original Woodland Ponds subdivision) and access to 3 lots from Taylor Trail (through the Harvest Hills subdivision). Phase 2 is/was intended to add 4 additional lots created from Outlot 4 with access from Elm Lane. All lots will be served by individual wells and private on-site wastewater treatment systems ("POWTS" a.k.a. "septic systems"). Soil evaluations have been prepared and submitted that show all the proposed lots (for both phases) can support POWTS systems.

At this time, the Owner is requesting approval of a Certified Survey Map (CSM) to further divide Outlot 4 into 4 lots with access to Elm Court, a new cul-de-sac on Elm Lane.

Staff CommentsVillage Planner/Zoning Administrator

Unlike the 12 lots created in Phase 1, the proposed 4 lots on Elm Court do not require access to/from another subdivision. Consequently, the issue of adopting deed restrictions with same/similar restrictions and requirements as those other subdivisions is not an issue that has been raised. Deed restrictions will need to be prepared and recorded for purposes of assigning maintenance responsibilities and use restrictions for Outlot 5 and the various private drainage easements proposed across the lots, as well as, to ensure the minimum lot landscaping requirements are met.

Also, the landscaping/street tree plan for Phase 1 did/does not include Phase 2 development. Therefore, prior to recording the CSM, the developer shall provide a revised or supplemental landscape/street tree plan for the landscape easement areas along Wasaukee Road, Elm Lane, and Elm Court. The Developer's Agreement should include a requirement that subdivision deed restrictions and covenants be submitted to the Village prior to CSM approval by the Village Board and include a requirement that each individual lot contain the minimum landscaping required under Section 17.43(5).

Finally, direct access to Elm Lane and Wasaukee Road from the lots in the proposed CSM needs to be prohibited. Notations containing these access restrictions shall be added to the CSM prior to recording.

Village Engineer/Public Works

The developer has submitted construction plans for the road improvements, storm water management facilities for Phase 2 development. In fact, the Developer commenced construction prematurely and was forced to stop work until plan approval and a "hold harmless" agreement between the Village and developer was recorded (copy attached).

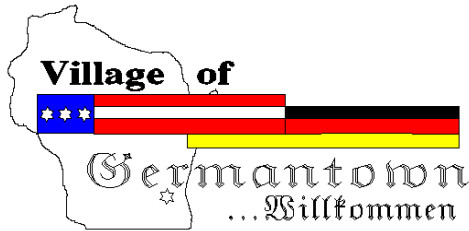
With respect to Elm Lane, the issue of Elm Lane needing to be re-constructed is further and directly impacted by this development. As a result of the new development in the area (i.e. Harvest Hills and Woodland Ponds Estates Phase 1), the Village has tentatively scheduled a complete re-construction of Elm Lane in FY2021. As was agreed to as part of the Phase 1 Development Agreement, the developer of Woodland Ponds Estates Phase 2 is/was required to make proportionate-share financial contributions for the re-construction of Elm Lane as each lot was sold. To date, that has not happened. Consequently, staff is recommending that the proposed 4-lot CSM not be recorded until the developer pays the Village the agreed-to Elm Lane re-construction payments that should have already been submitted.

The Village Surveyor identified a series of minor corrections and CSM recording requirements in an October 12, 2020, review memo that will need to be completed prior to recording the CSM.

Village Planner Recommendation

APPROVE the proposed 4-lot Certified Survey Map (CSM) land division of Outlot 4 in the Woodland Ponds Estates subdivision subject to the following conditions:

1. Developer shall enter into a Development Agreement with the Village pursuant to Section 18 of the Village Code (Subdivision and Platting), as well as, the preparation of detailed plans for the installation of public utilities and improvements including, but not limited to public street improvements for proposed Elm Court, storm water management facilities, master grading plan and erosion control, landscaping & street trees, open space, lighting and signage.
2. The Development Agreement shall include a requirement that subdivision deed restrictions and covenants be submitted to the Village prior to CSM approval by the Village Board and include provisions for: (a) the maintenance responsibility for Outlot 5 and the private drainage easements; and (b) a requirement that each individual lot contain the landscaping required under Section 17.43(5).
3. Prior to recording the CSM, the Developer shall prepare and submit a street tree landscape plan for approval by the Village Forester and Village Planner. Street trees shall be installed consistent with the Village's street tree requirements. The timing of installation of the street trees and common open space landscaping shall be determined as set forth in the Development Agreement. The Developer shall include street trees along Wasaukee Road, Elm Lane, and Elm Court.
4. All landscaping, screening, grading, paving, storm water management, utility and other improvements shown on the approved construction and landscaping plans shall be installed prior to issuance of the first building permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village to ensure installation/completion of the proposed improvements will be completed within one (1) year after issuance of the occupancy permit.
5. All the comments and outstanding issues identified by the Village Surveyor in an October 12, 2020 review memo shall be addressed prior to recording the CSM.
6. Direct access to Elm Lane and Wasaukee Road shall be prohibited. Notations containing these access restrictions shall be added to the CSM prior to recording.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner

CC:

From: Bob Beilfuss, PLS, Village Surveyor

Date: October 12, 2020

Re: Leszczynski CSM

Jeff,

Here are my review comments for the CSM received 9/23/2020. **Second Review 10-8-2020 RCB**

Certified Survey Map

Applicant or Owner: Moldmakers Leasing and Investments, LLP

Land Surveyor/Firm: Baiba Rozite, PLS – Sigma Group

1. The bearing basis and horizontal datum should be NAD 83 (2011 Adjustment)
2. A 3"x 3" square in the upper right-hand corner of Sheet 1 is to be left blank for the County recording information. This reserved area is in addition to the areas needed for sheet borders. (per Washington County Register of Deeds Office)
3. Lot 1 and Lot 4 access to Elm Lane and Wasaukee Road is restricted. Please indicate the restriction by placing a ////////////// hatch along the road R/W's for both lots and a note indicating what the hatch depicts in the legend.
4. Please indicate the date of wetland delineation and who performed the delineation.

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

This includes the CADD file.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

AGREEMENT

Whereas the Village of Germantown has warned and advised Germantown Acquisitions, LLC that the CSM dated 4-1-2020 for the land division of 4 residential lots must be approved by both the Village of Germantown Planning Commission and the Village Board.

Whereas, Germantown Acquisitions, nonetheless wishes to proceed with the construction of Elm Court and will be responsible for any changes made to the CSM by the Village of Germantown Planning Commission or Village Board.

Now, therefore, in consideration of this Agreement the parties hereto agree as follows:

Germantown Acquisitions, LLC will be allowed to continue construction per the construction plans dated 4-20-2020 and approved by Germantown Engineering.

Germantown Acquisitions, LLC will pay for an erosion control permit for the 4 lots on Elm Court prior to any continuing construction

Germantown Acquisitions, LLC will initiate land division application process with the Village of Germantown prior to any continuing construction.

Germantown Acquisitions, LLC understands and agrees to hold harmless and indemnify the Village of Germantown for any and all work completed prior to the CSM approval.

Germantown Acquisitions, LLC

Village of Germantown

Village of



Germantown

Willkommen

Fee must accompany application

\$2,900 with public improvements

\$1,960 no public improvements

Paid

Date _____

9-23-10

9-25-10

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 **APPLICANT OR AGENT**

David Leszczynski

→ Game

Phone (414) 550-8087

Fax ()

E-Mail

PROPERTY OWNER

PROPERTY OWNER
GERMANTOWN ACQUISITIONS LLC

3223 Fleur de Lis Or

MEQUON, WI 53092

Phone ()

PROPERTY ADDRESS OR GENERAL LOCATION**TAX KEY NUMBER**

2

CORNER ELM LANE & WASAUKEE Rd.

3

PURPOSE OF LAND SPLIT

Phase II of Woodland Birds Estimate

Will the land split require rezoning?

No

From

To	
----	--

4

READ AND INITIAL THE FOLLOWING:

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

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

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

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

5

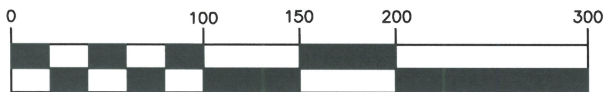
SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant David Lopez Date 9/23/20

Owner _____ Date _____

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



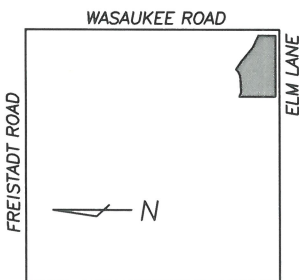
SCALE 1" = 100'



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

OWNERS:

GERMANTOWN ACQUISITIONS, LLC
c/o DAVID LESZCZYNSKI
1673 FLUER DE LUIS DR.
MEQUON, WI 53092



LOCATION MAP

NORTHEAST 1/4 SEC. 24-9-20
(SCALE 1"=2000')

LEGEND

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

○ - DENOTES #10 REBAR FOUND

● - DENOTES 1.3" STEEL PIPE FOUND

||||| - HATCHING DENOTES VEHICULAR ACCESS RESTRICTION FOR LOTS 1 AND 4.

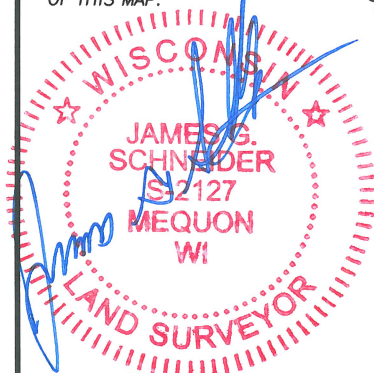
ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (EAST LINE OF THE NE. 1/4 OF SECTION 24-9-20 WHICH BEARS N1°33'21"W) NAD83 (2011 ADJUSTMENT)

NOTES:

1. () DENOTES ALSO RECORDED AS BEARING.

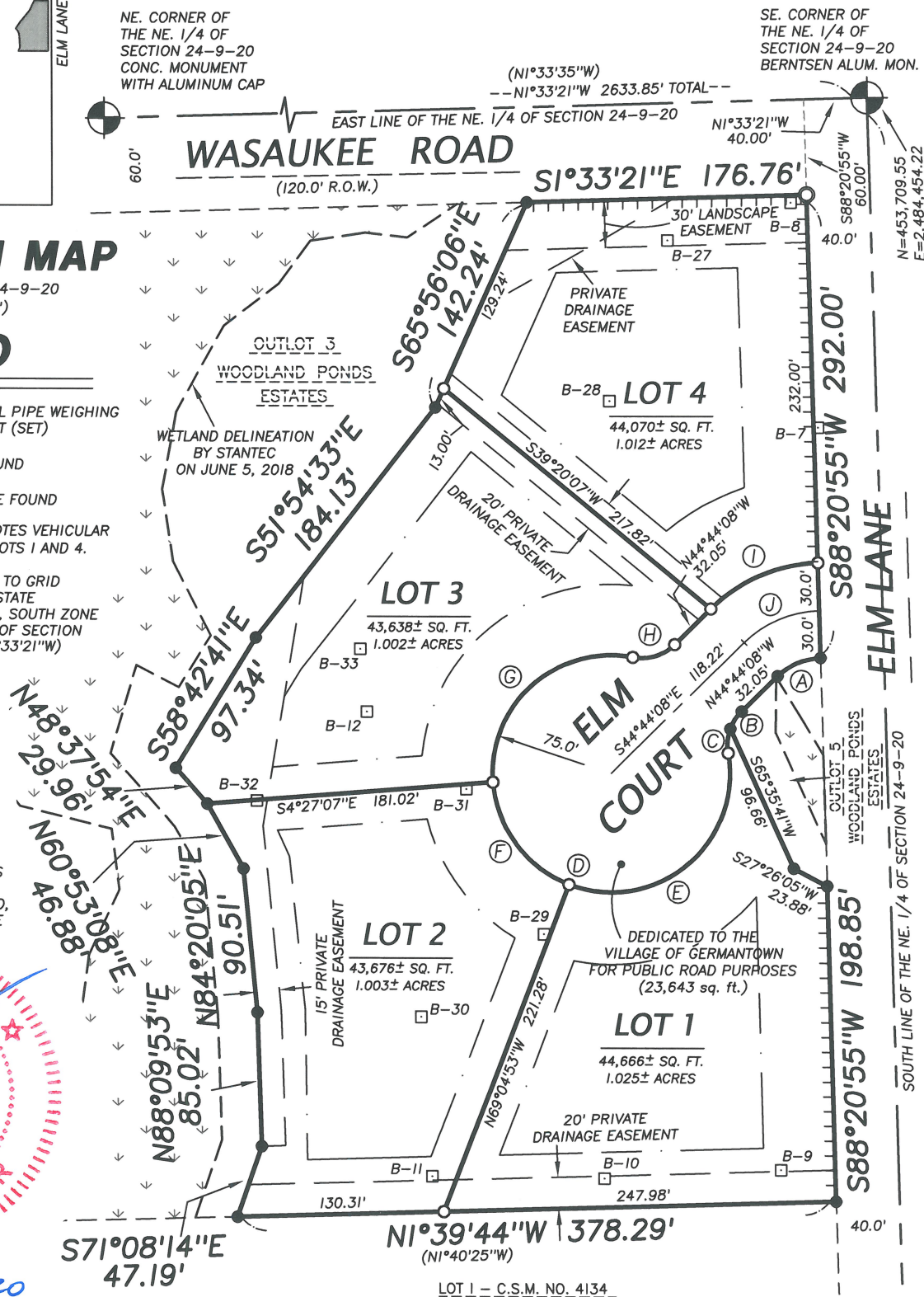
2. SEE SHEET 2 FOR EASEMENT EXHIBIT AND CURVE DATA.

3. DIRECT VEHICULAR ACCESS FROM LOTS 1 AND 4 OF THIS C.S.M. IS HEREBY PROHIBITED, AS ILLUSTRATED ON THE FACE OF THIS MAP.



4-1-2020
REV. 11-5-2020

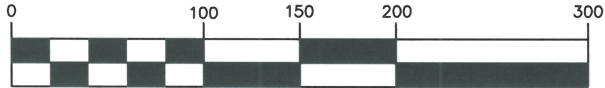
THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER



LOT 1 - C.S.M. NO. 4134

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.



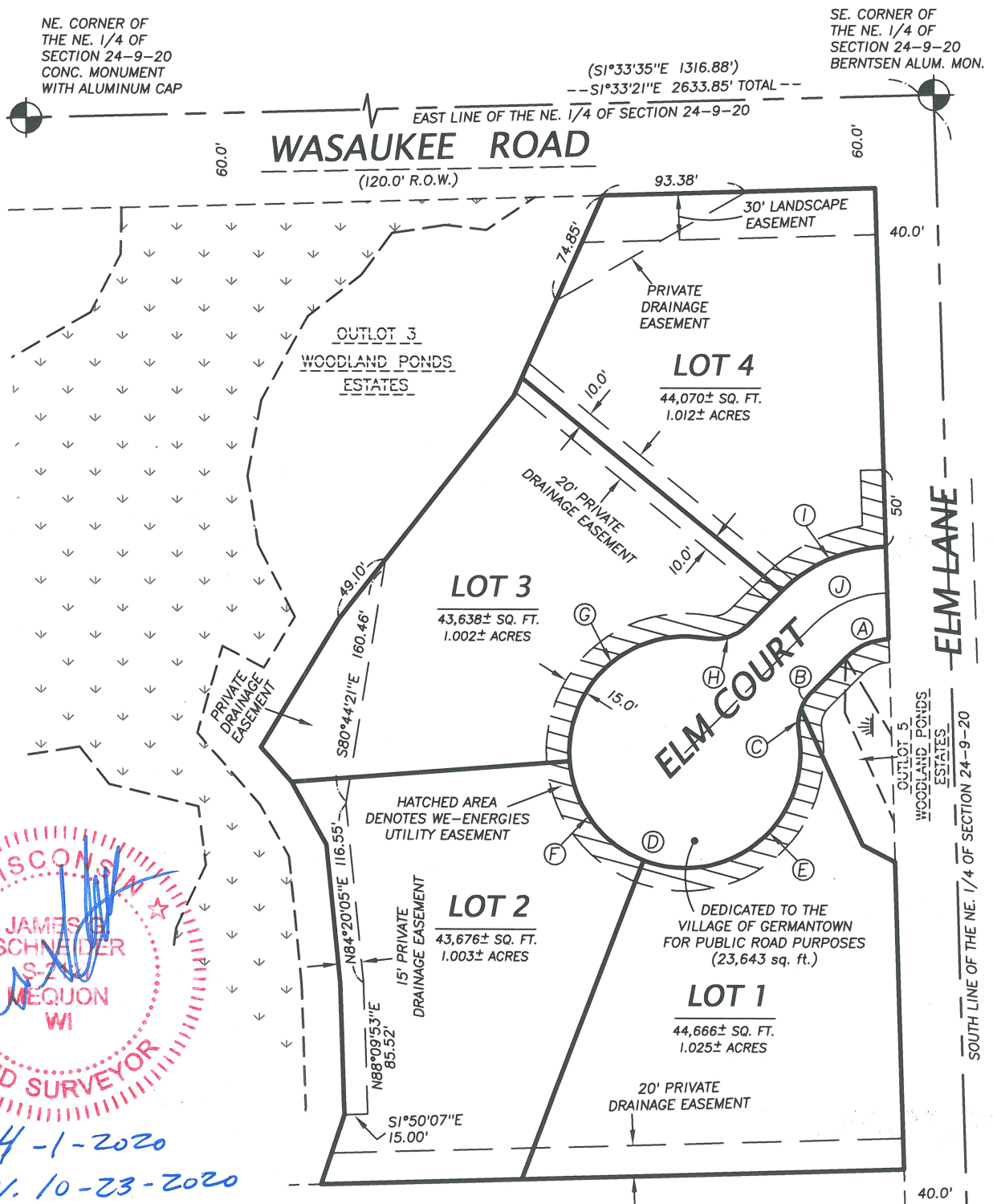
SCALE 1" = 100'



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CURVE TABLE					
NO.	ARC	RADIUS	CHORD	BEARING	DELTA
A	30.20'	40.16'	29.49'	N23°11'36.5"W	43°05'03"
B	13.28'	30.00'	13.17'	N57°25'07"W	25°21'58"
C	15.59'	30.00'	15.42'	N84°59'37"W	29°47'02"
D	380.00'	75.00'	85.71'	S45°15'52"W	290°18'01"
E	158.13'	75.00'	130.43'	S39°29'01"E	120°48'16"
F	84.60'	75.00'	80.19'	S53°14'00"W	64°37'46"
G	137.27'	75.00'	118.90'	N42°01'07"W	104°51'59"
H	28.88'	30.00'	27.77'	S17°09'38"E	55°09'00"
I	75.32'	100.16'	73.56'	N23°11'37"W	43°05'03"
J	52.76'	70.16'	51.52'	N23°11'37"W	43°05'03"



CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

SURVEYOR'S CERTIFICATE

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

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

A division of Outlot 4 of "Woodland Ponds Estates", being a part of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 24; thence N1°33'21"W along the East line of said 1/4 Section, 40.00 feet; thence S88°20'55"W, 60.00 feet to a point in the North right-of-way line of Elm Lane, said point being the point of beginning of the lands to be described; thence continuing S88°20'55"W along said right of way line, 292.00 feet to Southeast corner of Outlot 5 of "Woodland Ponds Estates"; thence Northwesterly along the Easterly line of said Outlot 5, being the arc of a curve to the left (having a radius of 40.16 feet, whose chord bears N23°11'36.5"W, 29.49 feet) 30.20 feet a point of tangency; thence N44°44'08"W along the Easterly line of said Outlot 5, 32.05 feet to a point of curvature; thence Northwesterly along the Easterly line of said Outlot 5, being the arc of a curve to the left (having a radius of 30.00 feet, whose chord bears N57°25'07"W, 13.17 feet) 13.28 feet; thence S65°35'41"W along the Northerly line of said Outlot 5, 96.66 feet; thence S27°26'05"W along the Westerly line of said Outlot 5, 23.88 feet to a point in the North right of way line of Elm Lane; thence S88°20'55"W along said right of way line, 198.85 feet to a point in the East line of Lot 1 of Certified Survey Map No. 4134; thence N1°39'44"W along the East line of said Lot 1, 378.29 to the Southwesterly corner of Outlot 3 of "Woodland Ponds Estates"; thence S71°08'14"E along the Southerly line of said Outlot 3, 47.19 feet; thence N88°09'53"E along the Southerly line of said Outlot 3, 85.02 feet; thence N84°20'05"E along the Southerly line of said Outlot 3, 90.51 feet; thence N60°53'08"E along the Southerly line of said Outlot 3, 46.88 feet; thence N48°37'54"E along the Southerly line of said Outlot 3, 29.96 feet; thence S58°42'41"E along the Southerly line of said Outlot 3, 97.34 feet; thence S51°54'33"E along the Southerly line of said Outlot 3, 184.13 feet; thence S65°56'06"E along the Southerly line of said Outlot 3, 142.24 feet to a point in the West right-of-way line of Wasaukee Road; thence S1°33'21"E along said West right-of-way line, 176.76 feet to the point of beginning.

Said lands containing 4.584 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Germantown Acquisitions, LLC, OWNERS of said lands.

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

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


James G. Schneider S-2127

4-1-2020



This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

CORPORATE OWNER'S CERTIFICATE

I, David Leszczynski (Managing Member) of Germanton Acquisitions, LLC, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, mapped and dedicated.

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

Witness

David Leszczynski (Managing Member)

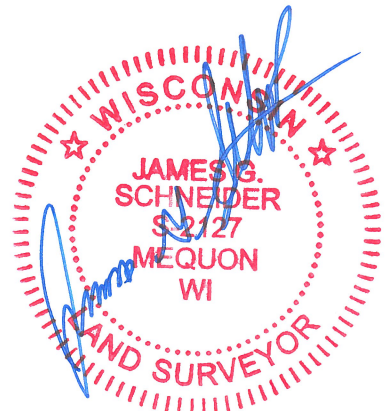
STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____, 20__
the above named David Leszczynski (Managing Member) to me known to be the person
who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



4-1-2020

CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

CONSENT OF MORTGAGEE

HORICON STATE BANK, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map and does hereby consent to the above certificate of David Leszczynski (Managing Member) of Germanton Acquisitions, LLC, OWNER.

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

IN THE PRESENCE OF:

HORICON STATE BANK

By: _____

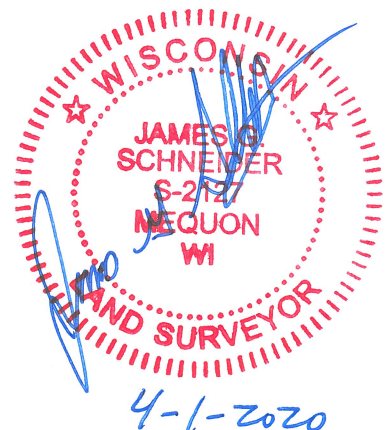
STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

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

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

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

Dean Wolter, Chairman

Date

Lori Johnson, Secretary

Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)^{ss}

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

Notary Public

My Commission expires _____

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of a part of the SE. 1/4 of the NE.1/4 of
Section 24, Township 9 North, Range 20 East, Village of Germantown, Washington
County, Wisconsin, having been approved by the Planning Commission being the same,
is hereby approved and the dedication of that part of Elm Court for public road purposes
as shown on sheets 1 & 2 of this map, is hereby accepted by the Village Board of
Trustees of the Village of Germantown on this _____ day of _____,
20__.

Dean Wolter, Village President

Date

Deanna Braunschweig, Village Clerk

Date

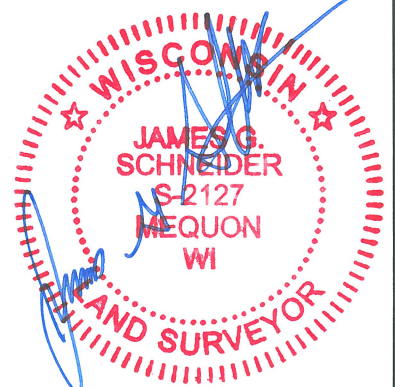
STATE OF WISCONSIN)
WASHINGTON COUNTY)^{ss}

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

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



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

MEETING DATE: November 16, 2020

AGENDA ITEM: New Business

ITEM TITLE: Amended Developers Agreement for Outlot #4 Woodland Ponds Estate

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

SUMMARY EXPLANATION:

Staff is presenting an Amended Development Agreement for Outlot #4-Woodland Ponds Estate. Outlot #4 was considered in the Storm Water Analysis and partially in the Development Agreement for Woodland Ponds Estate. Since the development timeline was uncertain at the time of the construction of the 12-lot Woodland Ponds Estate the original Development Agreement did not entirely include the 4-lots in Outlot #4. With minor revisions to the original Development Agreement the Amended Development Agreement is presented for the approval of the Village Board. Attached is the Amended document with the major modification/additions highlighted in yellow.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER XX

- Development Agreement with highlighted modifications/additions

RECOMMENDATION:

Staff's recommendation is for the Village Board to approve the Amended Development Agreement for Outlot #4-Woodland Ponds Estate.

COMMITTEE ACTION:

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

AMENDED DEVELOPMENT AGREEMENT

WOODLAND PONDS ESTATE

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

WHEREAS, the Village has heretofore approved or anticipates approving in the near future, the **CSM** (Exhibit B) for "Woodland Ponds Estates- **OUTLOT #4**", located in the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has approved by the Village a development plan for the Property which consists of a proposed 12 Lot single-family residential subdivision **and a 4 Lot Single-Family residential re-division of Outlot #4 (together** the "Subdivision" or "Development") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, **the parties desire to amend the Development Agreement to include the** division of Outlot 4 of the Subdivision to consist of four additional residential lots; and

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

WHEREAS, it will be necessary that Developer construct landscaping and roadway facilities in public right-of-way, and the Village will require that such plans and designs be approved, and that the Developer furnish an appropriate financial guarantee; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 PRIVATE ONSITE WASTEWATER TREATMENT SYSTEMS (POWTS). Developer is not required to install public sanitary sewer in this development. The individual lots are to be served by (POWTS). The Mound Systems are to be approved by Washington County Land Use Division and are to be constructed pursuant to the Permit issued by Washington County.

1.03 PRIVATE WELLS. Developer is not required to install a public water main. The individual lots are to be served by Private Wells.

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone, cable and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Subdivision. All such services shall be located underground in accordance with applicable codes. Design and installation shall conform to Sec. 18.08(11) of the Municipal Code. Public utility and/or work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Private utility permits shall be applied for and secured from the Village Building Inspection Dept.

1.05 GRADING AND SURFACING OF PUBLIC STREETS. All Development streets shall be graded and surfaced in accordance with Sections 18.08(2), (3) and (5) of the Municipal Code and shall be located and be of the dimensions as depicted on the site Development Plan. The Development's internal roads shall have a rural cross section for vehicular access to all lots within the Subdivision. The final layer of HMA pavement (surface) shall be installed no sooner that the date of an occupancy permit is issued for the 3rd lot in the subdivision or 75 % of total lots or at the direction of the Village Engineer. Disturbed edges of asphalt created by connecting to existing

Village or County streets shall be saw-cut full road width prior to resurfacing. Developer shall be responsible for extending Taylor Trail from the Harvest Hills Subdivision with a cul-de-sac at the east end of Taylor Trail, within one (1) year from the time Taylor Lane is improved for vehicular traffic by the developers of Harvest Hills. Developer shall be responsible for constructing Elm Court with connection to Elm Lane.

Developer shall be responsible for future improvements to Elm Lane from the west property line to the east property line of the Development, which is approximately 635 lineal feet. The improvements to Elm Lane do not include any work involved in constructing the entrance for Elm Court. The Village, in accordance with Section 18.08(15), and in its discretion will require Elm Lane to be improved to a rural road. In Lieu of completing the work now and in lieu of

escrowing funds to defray the cost of the design and construction of such street improvements the Village will accept the estimated value of improvements in the amount of \$47,000.00, in the form of cash payment in the amount of \$2,937.50 to be paid by the Developer upon the sale of each of the first 16 lots within the Development, except that if Elm Lane is reconstructed prior to the sale of all of the lots, then the remaining balance shall be payable within 30 days of the Village notifying the Developer that the Elm Lane reconstruction is substantially complete.

1.06 SHARED DRIVEWAY FOR LOTS 8 and 9.

Developer shall construct a shared driveway to Lots 8 and 9 within a 30' wide easement and meet the minimum requirements for accessibility under NFPA Chapter 18 which includes a minimum 20' wide hard surface capable of supporting 60,000 lbs. of fire apparatus with a minimum of 13.5' overhead clearance.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing, concrete curb and gutter, walkway, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.07(3), 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All grading, street surfacing, concrete curb and gutter, traffic signs and street signs that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Department. All grading, street surfacing, concrete curb and gutter and traffic signs and street signs related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.07 CURB AND GUTTER. No curb and gutter is currently required by Village for the extension of Forest Hill Road for the Woodland Ponds subdivision to the north, and the extension of Taylor Trail from the Harvest Hills subdivision to the west.

1.08 SURVEY MONUMENTS. The Developer shall install survey monuments, to include interior and exterior boundary markers, in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this Agreement.

1.09 EROSION CONTROL. Developer shall install and maintain erosion and sediment control devices within the Subdivision and for all related work abutting the Subdivision.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all construction site erosion and sediment control before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Ch. 29 of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 “Grading and Erosion Control Requirements”. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for and secured from the Village Engineering Department. Wisconsin Department of Natural Resources construction site storm water permit forms shall be prepared by Developer and submitted to the Department of Natural Resources. An erosion control permit shall be applied for and secured from the Village Building Inspection Dept.

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of tracking, the Developer will reimburse the Village for performing street sweeping services within 30 days of invoice. In event Developer defaults payment, the Village may charge the Developer’s escrow account or draw from the Developer’s letter-of-credit to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

Developer shall remove and dispose of all erosion and sediment control devices after landscaping and after 85% successful vegetative cover has been achieved to the satisfaction of the Village Engineer.

1.10 POST-CONSTRUCTION STORMWATER MANAGEMENT AND STORMWATER DRAINAGE FACILITIES. Developer shall install publicly owned storm sewer and publicly owned ditches to adequately drain publicly owned roadways within the Subdivision and shall install publicly owned roadway ditches and storm sewer abutting the Subdivision. Developer shall install privately owned storm sewer, ditches, and swales to adequately drain privately owned lands within the Subdivision. Developer shall install and maintain a privately-owned wet pond forebay and infiltration basin to control storm water runoff peak flows and volumes in conformance with MMSD requirements and to control storm water runoff water quality in conformance with Wisconsin DNR requirements prior to discharge from the Subdivision. The

privately-owned storm sewers, ditches, wet pond forebays, and infiltration basins shall be situated in privately owned easements.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all post-construction storm water management and storm water drainage facilities before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 “Storm Water Management Requirements” and Sec. 4.0 “Storm Water Conveyance System Requirements”. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Department. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District storm water management forms shall be prepared by Developer and provided to the Village Engineer.

Developer shall prepare, submit to the Village Engineer for review, and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

1.11 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding and other vegetation, of all publicly owned rights of way. Developer shall also provide temporary landscaping of disturbed areas of privately-owned lots to establish and maintain vegetative cover.

Developer shall design and submit to the Village Zoning Administrator for approval all proposed plans, specifications and contract documents for all landscaping before authorization for construction will be given. Design and installation shall conform to Sec. 17.085 and 17.43(5) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Zoning Administrator and by all applicable governmental agencies. Implicit in this provision is the right of the Village Zoning Administrator and Building Inspector to require document revisions and modifications in the best interests of the Village.

A minimum of 4” of topsoil (i.e., after settlement) free of deleterious materials shall cover all areas of the terrace areas. Section 17.441(4)(a) prohibits topsoil export without special exception by the Village Public Works & Highway Committee.

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Development Department personnel prior to issuing an occupancy permit.

Development shall include a requirement in subdivision deed restrictions and covenants that each individual lot is required to contain the minimum landscaping required under Section 17.43(5) of the Municipal Code.

1.12 STREET TREES. Developer shall install street trees in roadway terraces of the Subdivision in a quantity equal to one tree per 50 linear feet as generally depicted in a landscape plan approved by the Village Forester. Developer shall incorporate street trees on all public streets to be constructed or extended by Developer as part of the Development. The Developer shall install all street trees required herein prior to or concurrent with the installation of all other public improvements.

Developer shall design and submit to the Village Forester for approval all proposed plans, specifications and contract documents for all street trees before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(14) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Forester and by all applicable governmental agencies. Implicit in this provision is the right of the Village Forester to require document revisions and modifications in the best interests of the Village. The Developer shall warranty all street trees, including trees replaced under this warranty, for a period of two (2) growing seasons as required under Sec 18.08(14) of the Municipal Code”.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All street trees related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.13 STREET LIGHTS AND YARD LIGHTS.

(1) Developer shall be required to provide street lights in accordance with Section 18.08(12) of the Municipal Code. Said street lights shall be of an approved design and furnished and installed by Developer within the Development and all costs for the furnishing and installation of such street lights shall be borne by Developer. Street lights shall be LED. Street lights are not required for the extension of Forest Hill Drive or Taylor Trail. Streetlights shall be required for the entryway of Elm Court at Elm Lane.

(2) Electric yard lights for each lot in the Development shall be required as provided in Section 18.08(12) of the Municipal Code. Such lights shall be of uniform design throughout the Development to meet industry standards for minimum illumination

levels and they shall be installed as part of the original building construction. Provisions for the maintenance of the electric lights shall be included in the deed restrictions recorded by Developer, subject to prior review and approval by the Village Attorney.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for street lamps and to the Zoning Administrator for approval all proposed plans, specifications and contract documents for yard lights before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(12) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All street lamps related to the Subdivision that will be transferred to the Village shall be contained in Village right-of-way and shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.14 STREET SIGNS & MARKINGS. A street sign marking plan shall be submitted by Developer as required in Section 2.03 for review and approval by the Village Engineer. No street sign plan is required for that portion of the Development covered by this Agreement but will be required for the future entryway of Elm Court at Elm Lane in Outlot 4. Pursuant to Village Board actions on March 6, 2006, "Public Safety Numbers" shall be required on each lot near the street.

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, storm sewer, and all other improvements required under this Agreement are installed, inspected by the Village Engineer Department Inspection staff and/or Highway Department, approved by the Village Engineer, the Village has received all record-drawings in accordance with 2.05 below, and have been accepted by the Public Works & Highway Committee. Occupancy permits may be issued prior to the installation of the final asphalt lift on roadway surfaces provided that Developer's Letter of Credit provides for acceptable security to the Village to ensure eventual installation.

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including storm sewer & laterals;
- (4) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter.
- (6) Storm water management plan
- (7) Landscape plans (including street tree plans);
- (8) Sign and Street marking plans

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the post-construction storm water management. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

3.01 GENERAL. Developer agrees that the improvements will not be accepted by the Village until: (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

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

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

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

Parks: (\$736.00/Res. Unit)

Fire: (\$171.00/Res. Unit)

Police: (\$148.00/Res. Unit)

Library: (\$281.00/Res. Unit)

These fees are payable at the time of individual lot Building Permit issuance. In addition, all impact fees are subject to change. The impact fee in effect at the time of building permit issuance will be the fee the property owner will be obligated to pay.

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

- (1) 2.25% of the first \$250,000 of construction costs; plus
- (2) 1.75% of the next \$250,000 of construction costs; plus
- (3) 1.25% of construction costs which exceed \$500,000; plus
- (4) A minimum \$5,000 Developer's Agreement fee pursuant to Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(4), 18.10(7), and 18.10(8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. Inspection costs shall be reimbursed to Village by Developer, whether performed by the Village Engineering Dept., Water Utility, Wastewater Utility, Highway Dept., or outsourced to a third-party engineering consultant, and shall also be reimbursed for services rendered by the Village Attorney. Developer will be billed for Village personnel at the standard rates. Developer will be billed for third-party engineering consultants by presenting their invoices.

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

4.06 PREPAYMENT OF CERTAIN FEES. Developer, and/or a lot owner in the case of impact fees, shall pay the fees specified in Paragraphs 4.02, 4.03 and 4.05, as itemized in Exhibit A, prior to the issuance of any building permit for the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. NOT APPLICABLE

5.02 SEWER CAPACITY. NOT APPLICABLE

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, shall not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation may be required. Final delineation of wetlands and navigable streams shall be confirmed by the Wisconsin Department of Natural Resources and/or Federal Army Corp of Engineers.

5.04 TIME FOR COMPLETION. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 GARBAGE/RECYCLABLE COLLECTION: In accordance with Section 11.08 of the Municipal Code, the Village is responsible for garbage, refuse and recyclables collection for the Development.

5.06 ROADWAY MAINTENANCE: (1) Forest Hill Road, Taylor Trail and Elm Court will be Public Roads and will be maintained, including snow & ice removal, by the Village.

ARTICLE VI - FINANCIAL GUARANTY

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

complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety or Letter of Credit will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

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

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

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

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION: Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property as more specifically detailed in the terms of this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without

limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Section 7.04 ("Claim"), as soon as reasonably practicable thereafter:

- (a) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (b) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (c) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (d) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (e) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement for Phase I shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board. The remaining work required by this Agreement regarding Elm Court shall be completed in accordance with Section 5.04 Phases of this Agreement.

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

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

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun, or the construction of Taylor Trail or Elm Court is not complete or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 APPROVAL TERMS. The approvals granted by the Village to Germantown Acquisitions, LLC are conditioned upon the fact that Germantown Acquisition, LLC (Developer), use is not tax-exempt and shall be subject to general property taxation; No tax-exempt use is authorized by the aforesaid approvals.

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

9.04 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

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

9.06 OWNERSHIP. Germantown Acquisition, LLC (Developer) certifies and warrants to the Village that the owner of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Germantown Acquisition, LLC.

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Germantown Acquisition, LLC.

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

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

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

9.11 COVENANTS AND DEED RESTRICTIONS. Developer shall, before selling any lots within Phase I , the Subdivision, and Outlot #4 record restrictive covenants and deed restrictions (the "Restrictive Covenants"). The Restrictive Covenants shall be submitted to and be approved by the Village Attorney prior to recording and prior to approval of the CSM, and shall include the following:

- (1) A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.
- (2) A requirement that the lot owners install a front yard light that is in conformance with Sec. 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.
- (3) VILLAGE REMEDIES. The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in

accordance with § 66.0627 of the Wisconsin Statutes.

- (4) A requirement that each individual lot owner is responsible for installing the minimum landscaping required under Section 17.43(5)
- (5) A requirement that the design, size, dimensions and other similar bulk regulations, for Lots 1 – 9 and Outlots 1-3 of the Subdivision, the Restrictive Covenants shall match the Declarations of Restrictions and Covenants for the Woodland Ponds subdivision, and for Lots 10 - 12 and Outlot 6 of the Subdivision, the Restrictive Covenants shall match the Declarations of Restrictions and Covenants for the Harvest Hills subdivision.
- (6) A requirement that all owners within the Development, including and future lots on Outlot 4 shall jointly be responsible to assume the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches and swales required under Section 1.09.
- (7) A requirement that the wetland and Primary Environmental Corridor (PEC) depicted on the subdivision plat within Outlot 3 is to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.

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

ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this **Amended** Agreement to be signed in duplicate originals this _____ day of _____, 2020 which shall be the effective date of this **Amended** Agreement.

GERMANTOWN ACQUISITION, LLC

By: _____

Print Name: DAVID LESZCZYNSKI

AGENT / DEVELOPER

STATE OF WISCONSIN)
) SS
_____COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named, David Leszczynski, to me known to be the person who executed the foregoing instrument and to me known to be such DEVELOPER, and acknowledged that he executed the foregoing instrument in such capacity.

By: _____

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires:

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____

Dean Wolter, Village President

By _____

Deanna B. Braunchweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)

) SS

_____ COUNTY)

Personally, came before me this ____ day of _____, 2020, the above-named, Dean M. Wolter, Village President, and Deanna D. Braunchweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

By _____

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by:

Lawrence W Ratayczak, P.E., Director of Public Works

EXHIBIT “A”

FINANCIAL

Amended for Outlot #4

AMENDED EXHIBIT "A"

WOODLAND PONDS ESTATES

RESIDENTIAL DEVELOPMENT AGREEMENT

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT	OUTLOT #4
Survey Monuments	1.02	\$500.00	\$500.00
Mobilization, General, GPS Setup		\$8,500.00	\$0.00
Site & Street Grading	1.03 & 1.11	\$94,000.00	\$14,700.00
Gravel Base and Asphalt Pavement(road)	1.03	\$89,000.00	\$6,500.00
Asphalt Surface Coarse	1.03	\$10,000.00	\$3,000.00
Site Restoration (topsoi/seed/mulch)	1.04	\$18,500.00	\$2,000.00
Biofilter		\$13,000.00	\$0.00
Erosion Control	1.11&2.04	\$14,500.00	\$1,500.00
Storm Water System & Drainage	1.12	\$90,500.00	\$9,000.00
Clearing & Grubbing	1.03	\$2,000.00	\$0.00
Street Trees		\$7,800.00	\$7,800.00
Street Lights	1.1	NONE	\$4,700.00
Street Signs	1.08	NONE	\$300.00
Changes to Driveway per Engineering		\$28,000.00	\$0.00
Changes to Taylor Trail		\$12,500.00	\$0.00
SUB-TOTAL		\$388,800.00	\$50,000.00
DATA Conversion Fee	4.03	\$500.00	\$500.00
Improvement Review Fee: Minimum Fee	4.03	\$7,917.00	\$1,125.00
Professional Fee (Attorney)	4.05	\$500.00	\$500.00
Inspection Fee (Estimate)	4.05	\$3,000.00	\$2,000.00
SUB-TOTAL		\$11,917.00	\$4,125.00
IMPACT & OTHER FEE'S TO BE PAID (OR CONFIRMED) AT THE TIME OF BUILDING PERMIT ISSUANCE			
Fire (16 RES @ \$171.00 / RES)	4.02	\$2,736.00	\$684.00
Police (16 RES @ \$148.00 / RES)	4.02	\$2,368.00	\$592.00
Park & Recreation (16 RES @ \$736.00 / RES)	4.02	\$11,776.00	\$2,944.00
Library (16 RES @ \$281.00 / RES)	4.02	\$4,496.00	\$1,124.00
Elm Lane Reconstruction (\$47,000 @ \$2,937.50/Lot)		\$47,000.00	
SUB-TOTAL		\$68,376.00	\$5,344.00
Initial Letter of Credit Amount		\$388,800.00	\$50,000.00
* Amount to be Paid at Time of Signing of Development Agreement		\$11,917.00	\$ 4,125.00
** Total amount of impact & other Fee's.		\$68,376.00	

EQUIPMENT RATES -- 2020

VILLAGE OF GERMANTOWN

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

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

EXHIBIT “B”

PLAT MAP & CSM for Outlot #4

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



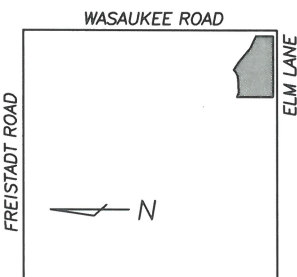
SCALE 1" = 100'



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

OWNERS:

GERMANTOWN ACQUISITIONS, LLC
c/o DAVID LESZCZYNSKI
3223 FLEUR DE LIS DR.
MEQUON, WI 53092



LOCATION MAP

NORTHEAST 1/4 SEC. 24-9-20
(SCALE 1"=2000')

LEGEND

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

○ - DENOTES #10 REBAR FOUND

● - DENOTES 1.3" STEEL PIPE FOUND

||||| - HATCHING DENOTES VEHICULAR ACCESS RESTRICTION FOR LOTS 1, 4 & OUTLOT 5

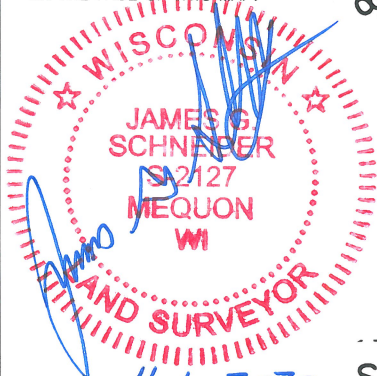
ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (EAST LINE OF THE NE. 1/4 OF SECTION 24-9-20 WHICH BEARS N1°33'21"W) NAD83 (2011 ADJUSTMENT)

NOTES:

1. () DENOTES ALSO RECORDED AS BEARING.

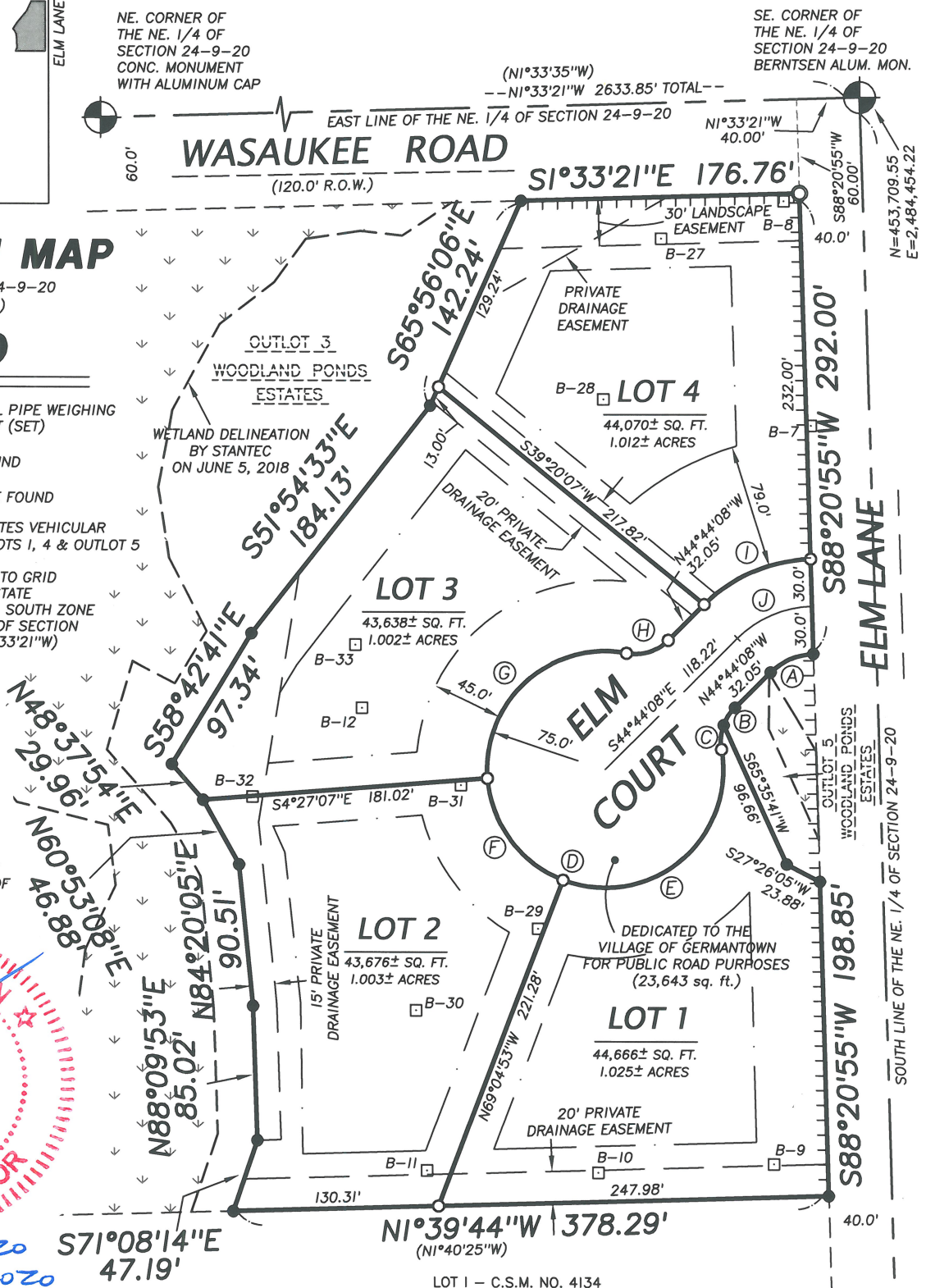
2. SEE SHEET 2 FOR EASEMENT EXHIBIT AND CURVE DATA.

3. DIRECT VEHICULAR ACCESS FROM LOTS 1, 4 & OUTLOT 5 OF THIS C.S.M. IS HEREBY PROHIBITED, AS ILLUSTRATED ON THE FACE OF THIS MAP.



REV. 4-1-2020
REV. 11-12-2020

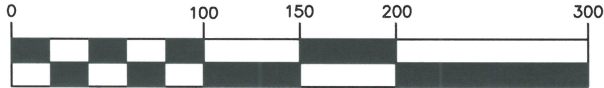
THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER



LOT 1 - C.S.M. NO. 4134

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



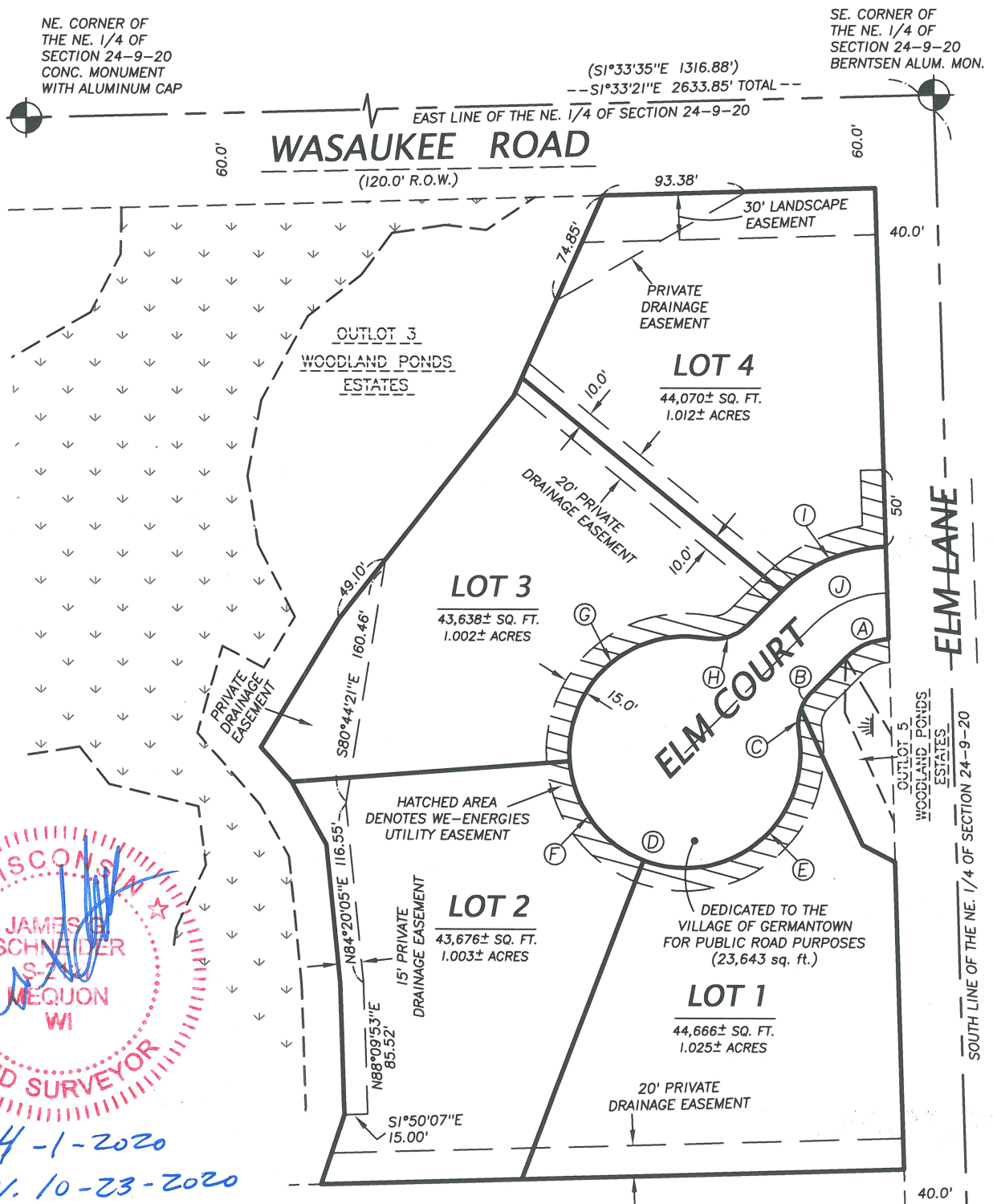
SCALE 1" = 100'



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CURVE TABLE					
NO.	ARC	RADIUS	CHORD	BEARING	DELTA
A	30.20'	40.16'	29.49'	N23°11'36.5"W	43°05'03"
B	13.28'	30.00'	13.17'	N57°25'07"W	25°21'58"
C	15.59'	30.00'	15.42'	N84°59'37"W	29°47'02"
D	380.00'	75.00'	85.71'	S45°15'52"W	290°18'01"
E	158.13'	75.00'	130.43'	S39°29'01"E	120°48'16"
F	84.60'	75.00'	80.19'	S53°14'00"W	64°37'46"
G	137.27'	75.00'	118.90'	N42°01'07"W	104°51'59"
H	28.88'	30.00'	27.77'	S17°09'38"E	55°09'00"
I	75.32'	100.16'	73.56'	N23°11'37"W	43°05'03"
J	52.76'	70.16'	51.52'	N23°11'37"W	43°05'03"



CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

SURVEYOR'S CERTIFICATE

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

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

A division of Outlot 4 of "Woodland Ponds Estates", being a part of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 24; thence N1°33'21"W along the East line of said 1/4 Section, 40.00 feet; thence S88°20'55"W, 60.00 feet to a point in the North right-of-way line of Elm Lane, said point being the point of beginning of the lands to be described; thence continuing S88°20'55"W along said right of way line, 292.00 feet to Southeast corner of Outlot 5 of "Woodland Ponds Estates"; thence Northwesterly along the Easterly line of said Outlot 5, being the arc of a curve to the left (having a radius of 40.16 feet, whose chord bears N23°11'36.5"W, 29.49 feet) 30.20 feet a point of tangency; thence N44°44'08"W along the Easterly line of said Outlot 5, 32.05 feet to a point of curvature; thence Northwesterly along the Easterly line of said Outlot 5, being the arc of a curve to the left (having a radius of 30.00 feet, whose chord bears N57°25'07"W, 13.17 feet) 13.28 feet; thence S65°35'41"W along the Northerly line of said Outlot 5, 96.66 feet; thence S27°26'05"W along the Westerly line of said Outlot 5, 23.88 feet to a point in the North right of way line of Elm Lane; thence S88°20'55"W along said right of way line, 198.85 feet to a point in the East line of Lot 1 of Certified Survey Map No. 4134; thence N1°39'44"W along the East line of said Lot 1, 378.29 to the Southwesterly corner of Outlot 3 of "Woodland Ponds Estates"; thence S71°08'14"E along the Southerly line of said Outlot 3, 47.19 feet; thence N88°09'53"E along the Southerly line of said Outlot 3, 85.02 feet; thence N84°20'05"E along the Southerly line of said Outlot 3, 90.51 feet; thence N60°53'08"E along the Southerly line of said Outlot 3, 46.88 feet; thence N48°37'54"E along the Southerly line of said Outlot 3, 29.96 feet; thence S58°42'41"E along the Southerly line of said Outlot 3, 97.34 feet; thence S51°54'33"E along the Southerly line of said Outlot 3, 184.13 feet; thence S65°56'06"E along the Southerly line of said Outlot 3, 142.24 feet to a point in the West right-of-way line of Wasaukee Road; thence S1°33'21"E along said West right-of-way line, 176.76 feet to the point of beginning.

Said lands containing 4.584 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Germantown Acquisitions, LLC, OWNERS of said lands.

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

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


James G. Schneider S-2127

4-1-2020



This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

CORPORATE OWNER'S CERTIFICATE

I, David Leszczynski (Managing Member) of Germanton Acquisitions, LLC, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, mapped and dedicated.

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

Witness

David Leszczynski (Managing Member)

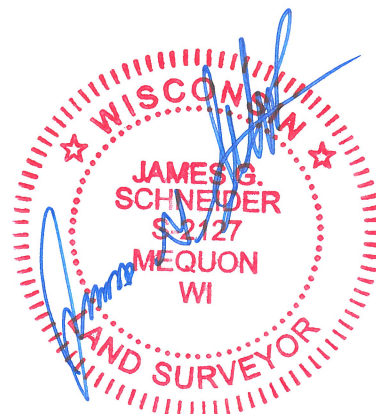
STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____, 20__
the above named David Leszczynski (Managing Member) to me known to be the person
who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



4-1-2020

CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

CONSENT OF MORTGAGEE

HORICON STATE BANK, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map and does hereby consent to the above certificate of David Leszczynski (Managing Member) of Germanton Acquisitions, LLC, OWNER.

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

IN THE PRESENCE OF:

HORICON STATE BANK

By: _____

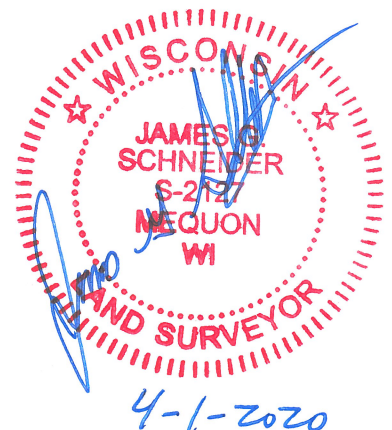
STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

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

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider



CERTIFIED SURVEY MAP NO. _____

*A DIVISION OF OUTLOT 4 OF "WOODLAND PONDS ESTATES", BEING A PART OF
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 9
NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, WISCONSIN.*

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

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

Dean Wolter, Chairman

Date

Lori Johnson, Secretary

Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)^{ss}

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

Notary Public

My Commission expires _____

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of a part of the SE. 1/4 of the NE.1/4 of
Section 24, Township 9 North, Range 20 East, Village of Germantown, Washington
County, Wisconsin, having been approved by the Planning Commission being the same,
is hereby approved and the dedication of that part of Elm Court for public road purposes
as shown on sheets 1 & 2 of this map, is hereby accepted by the Village Board of
Trustees of the Village of Germantown on this _____ day of _____,
20__.

Dean Wolter, Village President

Date

Deanna Braunschweig, Village Clerk

Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)^{ss}

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

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider

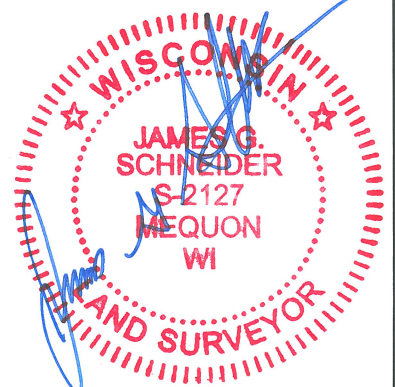


EXHIBIT “C”

LABOR RATES

LABOR RATES -- 2020

VILLAGE OF GERMANTOWN

Annual Hourly Rates

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

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

EXHIBIT “D”

MAP