VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**MONDAY, DECEMBER 20, 2021 7:00 p.m.**
LOCATION:	**Germantown Village Hall Board Room** **N112 W17001 Mequon Road**

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2556 162 2683 Password: rvHtYMi6p92 which can be accessed by phone at 408-418-9388 or by logging on at
https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=ma1c62845c816fda7f0fd3580ee3aa8da
Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov 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.

Previously recorded Village Board Meeting Videos can be viewed at
https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

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:

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@germantownwi.gov*, by 4 p.m. on Monday, December 20.*

VII. CONSENT AGENDA:

A. Approval of Minutes December 6, 2021 Meeting.

B. Accounts payable/payroll:

1.	December 3, 2021	Accounts Payable	$ 1,746,389.42
2.	December 10, 2021	Accounts Payable	$ 67,518.40
3.	December 7, 2021	Payroll (Hourly)	$ 163,903.84
4.	December 15, 2021	Payroll (Salary)	$ 71,358.46

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

C. Parks Dept. Pick-up Truck - Purchase

D. Starlite Water Tower – 2022 Tree and Brush Removal Project

E. Cross Connection Control Contract

F. Blanket Purchase Order – Hydrant & Valve Replacements, Water Service Repairs and Water Main Breaks

G. Well #5 VFD and Power Disconnect

H. Hydrant Stem Removal Tool Purchase

I. Consideration of Invoice – Munson Inc.

J. Well #12 - Change Order #3

K. Lannon/Maple Roads – State/Municipal Financial Agreement (HSIP Grant)

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

L. Police Department – Purchase of two 2022 Ford Police Interceptor Utility Vehicles.

M. Police Department - Promotional Process – Replacement of Vacant Lieutenant Position to Sergeant.

N. Second Hand Article Dealer License.

1. EcoATM LLC Hunter Bjorkman, W190N9855 Appleton Avenue

O. Second Hand Article Dealer License and Second Hand Jewelry License.

1. Kesslers Diamond Center, N96W16920 County Line Road.

VIII. UNFINISHED BUSINESS

A. None.

IX. PUBLIC HEARINGS:

A. None.

X. NEW BUSINESS:

A. Resolution 42-2021, Appreciation of Service to Janice Wick.

B. Ordinance 16-2021, Rezoning from the Rs-2: Single-Family District and Rs-3: Single-family District to the Rs-1: Single-Family District and A-2: Agricultural Districts; Conditional Use Permit (CUP) 07–2021 to allow grading and filling on portions of a 25'wetland setback; and 3-Lot Certified Survey Map – Robert Zignego, Property Owner of Lot 38 in Harvest Hills Subdivision and Michael & Pamela Madrzak, Property Owners of N116 W13444 Elm Lane.

C. Ordinance 17–2021, Village of Germantown Floodplain Zoning Ordinance – Amendment to Section 23 of the Germantown Municipal Code and includes the adoption of revised Flood Insurance Rate Maps (FIRM's) and revised Flood Insurance Study (FIS).

D. Resolution 43-2021, Adoption of 2021-2026 Comprehensive Outdoor Recreation Plan.

E. Resolution 44-2021, Jurisdictional Transfer – County Trunk Highway F (Freistadt Road) & Wasaukee Rd.

F. Request to use Remaining Funds Toward the 2022 Annual Roads Improvement Program.

G. Resolution 45-2021, Capstone Developer Agreement.

H. Resolution 46-2021, Election Officials.

I. Village of Richfield Potential Water / Sewer Memorandum of Understanding. 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; and,

J. Acquisition of Property in the Area of the Intersection of Donges Bay and Wasaukee Roads for a new Department of Public Works Facility. 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; and,

K. Presbyterian Homes, PHW, Claim. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(g) for the purpose of Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate.

L. Authorize Village Administrator to engage Ehlers to complete a Tax Increment District feasibility study for the area adjacent to the proposed Public Works facility site.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, January 17, 2022, at 7:00 p.m. There will not be a Village Board meeting on January 3, 2022.

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
December 6, 2021

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, J. Miller, R. Miller, Myers, Neureuther, and Pieper. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Ratayczak, Chief Snow, Manager Hirn, Director Standridge, and Manager Lloyd.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

It was reported that Channel 25 is not or connecting or working properly working.

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:

Tr. Jan Miller thank you to the Police Department for assisting with the Illuminary Night.

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

Danny Hoe, from Windsong Circle East came to the podium. He commented on the ARPA Funds, regarding the library extension. He had previously worked on the Library Board and was involved with the firm that designed the library. He commented on the history of the library and the that the the structure is designed for the mesne or second floor can be added to original design. Danny commented on use of $300,000 ARPA funds for the library.

CONSENT AGENDA:

A. Approval of Minutes November 15, 2021 Meeting.
B. Accounts payable/payroll:

1.	November 19, 2021	Accounts Payable	$ 1,746,389.42
2.	November 23, 2021	Accounts Payable	$ 67,518.40
3.	November 23, 2021	Payroll (Hourly)	$ 163,903.84
4.	November 30, 2021	Payroll (Salary)	$ 71,358.46

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

C. Resolution 37 – 2021, Resolution for Inclusion Under Group Life Insurance item.

Motion (Myers/Pieper) Consent Agenda items, A-C. Roll Call Vote carried unanimously.

UNFINISHED BUSINESS:

A. Update Presentation - American Rescue Plan Act.

Budget Manager Uselding gave an update on the American Rescue Plan Act. This is a total of 2.1 million dollars for the Village of Germantown. The presentation included categories that money may be used and not be used. This is a one-time funding from the Federal Government.

Possible allowed uses were discussed. Library expansion, Police Buildings, DPW building. Possible not allowed uses were also discussed. Cannot use for land acquisition.

A future listening session in January was discussed.

PUBLIC HEARING:

A. None.

NEW BUSINESS:

A. Denial of Operator License, Dane Knudsen.

Motion (J. Miller/Hudson) deny the operator license to Dane Knudsen.
The license was denied at Public Safety. Motion carried unanimously.

B. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing December 6, 2021 and ending June 30, 2022: Goldendale Legacy, LLC, Emily Schaefer, Agent, d/b/a The Broken Chandelier, W204 N11912 Goldendale Rd, basement of premises, and front porch and outdoor premise.

All premise license recommendations / approvals to be conditional upon completion of all documentation, compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

Motion (Myers/Pieper) to approve the "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing December 6, 2021 and ending June 30, 2022, Goldendale Legacy, LLC, Emily Schaefer, Agent, d/b/a The Broken Chandelier, W204 N11912 Goldendale Rd, basement of premises, and front porch and outdoor premise. Contingent upon the sale of the business and the release of current license for the existing premise. All premise license recommendations / approvals to be conditional upon completion of all documentation, compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted. Motion carried unanimously.

C. Ordinance 14-2021, 2020 Land Use Plan Map Amendment from Agricultural/Conservation Residential to Rural Residential, Ordinance 15-2021 Rezoning application to create a Planned Development District (PDD) with underlying Rs-2: Single-Family Zoning District, Resolution 38-2021 adopting conditions and restrictions for the Planned Development District (PDD), and 2-Lot Certified Survey Map (CSM) for Mark & Jennifer Reinert, Property Owners of W168 N12184 Century Lane and Jim Birmily, Property Owner of W168 N12196 Century Lane.

Director Retzlaff presented from the podium. The 4.9 acre property has two homes located on it with detached accessory homes. The existing parcel map was shown. The purpose is to divide the properties. Both owners came to the Village asking for assistance in dividing the properties. The site

location was shown the land use plan was shown. The applications were reviewed. The overlay was shown and reviewed. The CSM was reviewed. The Plan Commission recommendation is to approve as presented and proposed.

Motion (Myers/Baum) to approve 14-2021, 2020 Land Use Plan Map Amendment from Agricultural/Conservation Residential to Rural Residential, Ordinance 15-2021 Rezoning application to create a Planned Development District (PDD) with underlying Rs-2: Single-Family Zoning District, Resolution 38-2021 adopting conditions and restrictions for the Planned Development District (PDD), and 2-Lot Certified Survey Map (CSM) for Mark & Jennifer Reinert, Property Owners of W168 N12184 Century Lane and Jim Birmily, Property Owner of W168 N12196 Century Lane.
Motion carried unanimously.

D. American Rescue Plan Act – Bonuses / Premium Pay.

Manager Erin Hirn came to the podium. She presented the use of ARPA funds as a one time bonus to workers. The timing of the bonus to go into effect at the beginning of January. Discussion ensued to go all at one time rather than a piece at a time. This is for union and non-union employees, park and recreation and library. Discussion ensued of the timing and percentage. Discussion ensued of waiting.
Motion (Hudson/R. Miller) to provide $1,500 to each of the 142 full time employees and $500 to 15 part-time employees.
ARPA identifies the bonuses as premium pay. Discussion ensued with waiting.
Motion failed. President Wolter and Trustee Hudson voted yes.

E. Resolution 39-2021, A Resolution in Support of the 2022 Compensation Plan for Non-Represented Employees.

This is gives the framework and guidelines for performance reviews.
Motion (Myers/R. Miller) to approve Resolution 39-2021, A Resolution in Support of the 2022 Compensation Plan for Non-Represented Employees. Roll Call Vote Carried. Baum and Pieper voted no.

F. Village Board Handbook.

A handbook was distributed to the Village Board at the dias. Handbook utilized by the Village Board sometime in the past. The handbook is from Art Zabel. There is a lot still relevant today. The item would come back in January or February. Attorney Sajdak commented that this is more than ten years old. Discussion of attending League of Municipalities training session. Discussion ensued of the use of a boiler plate item. The document as distributed was reviewed.
Discussion ensued of not needing, there are some pertinent items as there are other items. Discussion ensued of sending to GGF or Committee. Discussion ensued of the League of Municipalities handbook.

Motion (Pieper/Kaminski) to send the handbook to the General Government and Finance Committee. Discussion ensued of the handbook set of rules as new members come on board as a constant reminder of how to interact and responsibilities. Motion carried. Baum, Myers, Neureuther voted no.

G. Plowing of Parking Lot and Trails of Alt Bauer Park.

Tr. Pieper read an email from Jim and Kathy Plank on Carriage Avenue. She read the email stating a request to plow the parking lot and trails of Alt Bauer Park. The pathway south of the creek is plowed. The board could use levy to use resources to increase plowing. Discussion ensued that the clearing may be a manual effort. Comments of walking on unplowed areas.
Discussion ensued of past plowing, in the past, until 2009 or 2010 the Village did regularly remove snow from the trails and parks. This was removed due savings. The south is plowed due to public works facilities.

Discussion ensued of where do you start plowing and stop of plowing. Discussion of the costs ensued and need to draw line somewhere. Discussion ensued of the secondary plowing after safety intersections are completed.

Discussion ensued of the snow shoes and snow activities. Homestead hollow is not plowed.

Motion (Pieper/J. Miller) to send to Public Works. Motion carried unanimously.

H. Resolution 40-2021, Tyler Munis Contract for Village Financial System Software.

Motion (Myers/Pieper) to approve Resolution 40-2021, Tyler Munis Contract for Village Financial System Software. The CRM module is not included with this quote. We do have See Click Fix further down the road. Discussion ensued of the costs and timeline. Motion carried unanimously.

I. County Line & Lannon Road Development Proposal – Authorization to engage Ehler's to perform tax increment district feasibility study.

Village Administrator reported on discussions with Dickman Development for proposals on County Line Road and Lannon Road. To move forward with the development would require Village Sewer and Water. There would be significant value to the tax base and with the 2050 land use plan. Complete a feasibility analysis similar to TIDs 6, 7, and 8 and review the legality of it and if the finances are feasible. Cost is $7,500

Motion (Myers/Kaminski) to go forward with a feasibility study for Authorization to engage Ehler's to perform tax increment district feasibility study for County Line & Lannon Road Development.

Discussion ensued of how many jobs, how many businesses and need more details. The feasibility study provides the details and what it encompasses. Work out the finances and bonding. This is a start of preparing presenting information. This is for 80 acres, owned by the dittmar family, corner of County Line & Lannon Road.

The feasibility study brings forward the type of businesses, split use, jobs, financing, tid bonding.

Discussion ensued of developing in other areas. This developer has control of the areas. This would be a TIF analysis or memorandum of understandings.

Developer wants to consider TIF funding for some of the project. This is to get the information on the development including the timeframe.

Village administrator reported the Village would pay for the study in order for Village representation and to receive the analysis.

Discussion ensued of the possibility of mixed-use development.

Discussion ensued of developer paying for the study. Discussion ensued of looping the water around the area.

Discussion ensued of concerns of mixed use and the number of current projects going on right now and filling of other spaces / TIDS. Discussion ensued of the TIDs.
TID 6 is full and a spec building to be built soon. TID 7 is part of the Capstone Quadrangle and amendment. TID 8 and current projects.

This is a feasibility study from Ehlers based on the analysis of the development.

Discussion ensued of using Ehlers, and the developer to pay for it.

Amendment Motion by J. Miller to amend the motion and request the Dickmann group to pay for the development feasibility study to be with Ehlers.
Amendment Motion failed for a lack of second.

Administrator Kreklow reported that the developer will be paying for other costs that are significantly more. The developer is willing to pay for the sewer line.

This is probably not an amendment with TID 6.

Motion carries. 6-3. Hudson, J. Miller, Pieper voted no.

J. Resolution 41-2021, A resolution authorizing the release of utility and access easements on the Capstone Quadrangle Development Site located at N128W20943 Holy Hill Road, Lot 3 of CSM No. 6506.

Motion (Pieper/Myers) to approve Resolution 41-2021, A resolution authorizing the release of utility and access easements on the Capstone Quadrangle Development Site located at N128W20943 Holy Hill Road, Lot 3 of CSM No. 6506. Motion carried unanimously.

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

L. Director of Public Works retirement agreement. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate

Motion (Myers/Pieper) to Convene into closed session 9:02 p.m. and to include the Village Board and Village Administrator. Roll Call Vote Carried Unanimously.

ADJOURNMENT.
ADJOURNMENT: There being no further business, the meeting adjourned at 9:45 p.m.

The next regular meeting of the Village Board will be on Monday, December 20, 2021, at 7:00 p.m. There will not be a Village Board meeting on January 3, 2022.

Respectfully Submitted,
Deanna Braunschweig
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Monday December 20th, 2021

AGENDA ITEM: Consent

ITEM TITLE: Parks Pick-up Truck Purchase

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Funds were allocated as part of the 2021 Parks Department budget in the amount of $45,000.00 for the replacement of a pick-up truck. General Motors opened a window for commercial purchasing in September, but General Motors closed that window before staff could present the purchase at October's meeting. General Motors has opened another window for commercial purchasing with limited models available. Fortunately for the village, one of the models available matches the specifications put together by staff. Staff has made a verbal commitment expressing our interest to purchase, which can be confirmed after the approval process is completed. By purchasing the truck yet this year, the village can take advantage of 2021 model year pricing.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X___

RECOMMENDATION:

It was the recommendation of the Public Works and Highway Committee to forward to the Village Board with a positive recommendation to authorize staff to purchase a 2021 model year pick-up truck from Ewald Automotive group in an amount not to exceed $40,704.50. If approved, funding shall be allocated from 40-553-570-8520.

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.

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓ Complete)

Quote Worksheet

	MSRP
Base Price	$39,800.00
Dest Charge	$1,695.00
Total Options	$9,899.50
Subtotal	**$51,394.50**
Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount	($10,690.00)
Subtotal Discount	**($10,690.00)**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$40,704.50**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$40,704.50**

Comments:

2022 Chevrolet Silverado 3500 Regular Cab 4wd (Parks) revised to your specs as detailed. Registration fees are included. Delivery can not be anticipated 210 days plus from receipt of your order.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14647. Data Updated: Sep 8, 2021 2:24:00 AM PDT.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE and VILLAGE BOARDGERMANTOWN, WI

MEETING DATE: December 8th, 2021 & December 20th

AGENDA ITEM: New Business

ITEM TITLE: 2022 - Starlite Water Tower
Tree and Brush Removal Project

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Village Water Utility has been requested by several concerned residents around the Starlite water tower to help prevent the spread of buckthorn and other noxious trees and shrubs that are growing on the water tower grounds. We all met onsite this spring with the Village Forester to listen and discuss everyone's concerns. After our meeting the Village Forester and I devised the phased work plan to mitigate the buckthorn and to improve the aesthetics of the water tower grounds wooded area. The scope of the work is described below in (4) potential phases with Phase 2 containing an alternate to clear-cut all the trees onsite.

- **Phase 1** - Removal of all buckthorn, other invasive shrubs and all trees 12" DBH (diameter at breast height) or smaller, unless marked as save trees. Work to include stump grinding and possible use of a forestry mower.
- **Phase 2** - Removal of approximately 50% of the remaining trees with an alternate bid to clear-cut the remaining trees, plus stump grinding.
- **Phase 3** - Providing grading, topsoil, grass seed and cover establishment mulch to all disturbed areas with the goal of establishing turf that can be maintained through regular seasonal mowing.
- **Phase 4** - Planting trees and shrubs, purchased by the Village, in selected areas at the site. Providing a one-year replacement guarantee of plant material.

Five tree contractors were contacted to bid on the work, and it was included on the Village website: below are the 5 bid results, the alternate is not being considered.

1. Bark River Tree Service - **Phase 1 and 2 totals:** **$35,395.00**
2. A New Leaf Tree Service - **Phase 1 and 2 totals:** **$27,000.00**
3. Schmidt's Brushing Service **No bid**
4. M & M Tree Services, LLC **No bid**
5. T and T Tree Service, LLC **No bid**

For 2022 the Utility budgeted $25,000.00 for Phase 1 and 2. Not knowing if this was to be approved, we did not include funding for Phase 3 and 4. We are estimating that the additional amount be $25,000.00. We have the option to move Phase 3 and 4 to 2023 but we would like to discuss including these two other phases for continuous work to be completed in 2022.

ATTACHMENT: ORDINANCE-- RESOLUTION__ OTHER __X___

RECOMMENDATION:

Staff recommends through full consent hiring New Leaf Tree service for Phase 1 and 2 in the amount of $27,000.00 and to include an estimated amount of not to exceed $25,000.00 for Phase 3 and 4.

The amount will come out of the maintenance Account #50-722-510-6310

COMMITTEE ACTION:

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

VILLAGE OF GERMANTOWN
BID PROPOSAL

I/We hereby agree to furnish to the Village of Germantown all necessary materials, equipment, labor.etc. to complete **2022 TREE and BRUSH REMOVAL PROJECT** in accordance with provisions, instructions, and specifications of the Village of Germantown for the prices as follows:

* tracked skidsteer w/ brush
* Grapple truck
* tracked lift
X Plywood
X both grinders (372 + 602)
X Diggers hotline

1. INVITATION TO BID-CONTRACTOR INFORMATION

Company Name: Ueu2 r...ea.Q::1'i:ee/'5etv\<..e, .\.\C.

Address: \t> £.D)(.'5fi1

City, State, Zip Code: J(., u.1L · S3I>ffi

Email: OJ\e42\go£\cy"4Q,, <,pfV".

PHASE 1 REMOVALS INCLUDING BUCKTHORN AND OTHER INVASIVE SHRUBS

LUMP SUM PRICE $ \\\93-5·DD

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PHASE 2 TREE REMOVALS - TABLE

Type	Tree Diameter (dbh) Classes	Estimated # of Trees	Estimated Total Diameter	Unit Price per DBH inch	Extended Total
Tree Removal (cargo bobcat w/ tracks)	13-18"	12	174	$ IGI, $·	$ 3:,g:,t/0
	19-24"	2	45	$ ~~:?1.-73-~~	$ I%\So·ot7
	25-30[8]	1	25	$ 32,DO	$ 800 ,a:>
	31"+	4	139	$ 47.48	$ 6600 ,OV
Stump Grinding (Diggers hotline)	13-18"	12	174	$ 5,17	$:(JP r:·:y
	19-24"	2	45	$ ~~J. Z'2:~~	$335,D?
	25-30"	1	25	$ J;l•t:iD	$ 3tt),DO
	31"+	4	139	$q.11	$I•3SQ·w

PHASE 2 ALTERNATE BID – CLEARCUT OF REMAINING TREES AND STUMPING

LUMP SUM PRICE $ 10,000.00

(26 trees w/ yellow ribbon). Note: There is 1 basswood w/ a lot of decay at base here that I recommend removing. (with benefine - 11a away down).

* We highly recommend doing Phases I + II at the same time as it makes more sense as well as it being easier to avoid damaging trees we are saving marked w/ yellow ribbon.

PHASE 3 - BACKFILLING WITH SOIL, GRADING and SEEDING

- **PLACEMENT AND GRADING OF TOPSOIL**

UNIT PRICE PER CUBIC YARD $ "50• ti:> per cubic yard

- **SEEDING AND PENNMUCH**

UNIT PRICE PER SQUARE FOOT $ f.i · oD per square foot

- **HYDROSEEDING** (Alternate)

UNIT PRICE PER SQUARE FOOT $,,,,,,X::-..----Per square foot

We recommend completing Phase 4 before Phase 3 to eliminate additional turf repair. Watering of area is responsibility of the village.

PHASE 4 - PLANTING VILLAGE SUPPLIED TREES and SHRUBS

UNIT PRICE PER 2" BALLED AND BURLAPED DECIDUOUS TREE INSTALLED $ 39) ·00 each

UNIT Piw;E PER 6-7' BALLED AND BURLAPED CONIFER INSTALLED $ 39>' each

UNIT PRICE PER #S CONTAINER SHRUB INSTALLED $ $ •CO each

Bidders must submit bids for all diameter classes. Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.

NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED ENVELOPE ONLY labeled "Bid Submittal - 2022 TREE and BRUSH REMOVAL PROJECT" included on the face of the envelope. Fax and/ore-mails of bids are not acceptable and will not be considered for submission. Bids will not be read publicly.

Do you currently hold any VILLAGE contracts? NO O YES (list below)

_____

EXCEPTIONS TAKEN: NO O YES (List below)

_____

_____

EQUIPMENT LISTING (equipment which the bidder proposes to use on this contract. Indicate if the bidder owns the equipment or plans to rent or otherwise has access to use.)

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VILLAGE OF GERMANTOWN
BID PROPOSAL (CONTINUED)

Signed on this day of June, ~~2022~~ 2021

If an individual or partnership, all individual names of each partner shall be signed:

By: _____

Print Name: Y

Position/Title : ~~OWNER~~ _____

By : _____

Print Name : _____

Position/Title : _____

Company Name : _____

Address line 1 : _____

Address line 2 : _____

Telephone : _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By: ----------

Print Name: ----------

Position/Title: ----------

Company Name: ----------

Address line I: _____ _

Address line 2: ---------- ----

Telephone:----------:--

PERFORMANCE REFERENCE FORM

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of persons representing municipalities to contact as performance references.

Company Name : ;C i..wg c£ ...e .wih- l[t;i :::;,_ . . . .

Address : uia"l,otJ 12k«,, flj_•

City & State : t ▶l .W k\l,A)T,, .

Telephone Number : llD2-/.p41 - \7':\i

Person To Contact : 1ie,))eN)

Title/Position : - .... -· ,,

Company Name : Ci\,\ \U u)1

Address : 77 S'"'W • µDr.\-\A., <ltR •

City & State : WoJJ \ W1..

Telephone Number : ':l.(l/-Y79 ..3Y,Y.Y.

Person To Contact :

Title/Position : M?C Q V,\. e ll\.eR £

Company Name : 'le C..r \EJ<C-(w ')

Address : L(JIJ \€... C_i: t..,)l.. , '$.,) e,.\tO

City & State : '"5\,. ffi. , W\fL) •

Telephone Number : t:] d{).... -

Person To Contact : C',OJ.b,

Title/Position : U:ttc:tM: O£ 'ffi2

EXHIBIT A

VILLAGE OF GERMANTOWN - WATER TOWER #2 PROJECT **10/20/2021 (19) Trees**

2022 TAGGED REMOVALS 13"+

TAG#	DIAMETER	COMMON NAME	NOTES
1372	14	Basswood	2-stemmed 12, 6
1373	13	Basswood	2-stemmed 11, 7
1374	14	Sugar Maple	
1375	15	Basswood	
1376	13	Basswood	
1377	13	Basswood	
1378	21	White Ash	dead
1379	13	White Ash	dead
1380	25	Basswood	4-stemmed 19, 13, 7, 6
1381	15	Basswood	barbed wire embedded In trunk
1382	15	Basswood	2-stemmed 12, 9
1383	32	Basswood	4-stemmed 19, 18, 16, 7
1384	18	Austrian Pine	10 ft. spar
1385	24	Basswood	5-stemmed 14, 12, 9, 8, 8
1386	37	Basswood	2•stemmed 29, 23
1387	14	Hawthorn	
1388	17	Hawthorn	4-stemmed 11, 8, 8, 5
1389	37	Basswood	5-stemmed 19, 16, 16, 16, 14
1390	33	Bassw od	6-stemmed 16, 16, 15, 15, 9, 7
	383	TOTAL DBH for TREES 13"+	

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

MEETING DATE: December 8th, 2021 and December 20

AGENDA ITEM: New Business

ITEM TITLE: Consideration to execute Cross-Connection Control Contract

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to execute an ongoing 2-year contract of $28,800.00 billed@ $1200.00/month from HydroCorp, Inc. to provide cross connection control inspection for commercial and industrial properties for backflow prevention. HydroCorp has been the Village's ongoing Cross Connection inspection firm for the past several years with competitive pricing due to the familiarity of our Village.

HydroCorp. 200 S Executive Drive STE Brookfield, WI

ORDINANCE_____ RESOLUTION_____ OTHER _____ ATTACHMENT: X

RECOMMENDATION:

Staff recommends approval of a 2-year contract with HydroCorp in the amount of$28,800.00 and billed at $1,200.00/month for Cross Connection Control Inspection services. Funds will be allocated from the 2022 operating budget Acct #50-741-530-6640.

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.

PROPOSAL

CROSS-CONNECTION CONTROL SERVICES

Village of Germantown

N122W17177 Fond Du Lac Ave

Germantown, WI 53022

April 14th 2021

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp ™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses - all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP

THE 9APS WAT&R AUTHO ..ITV.

Cross-Connection Control /

Backflow Prevention

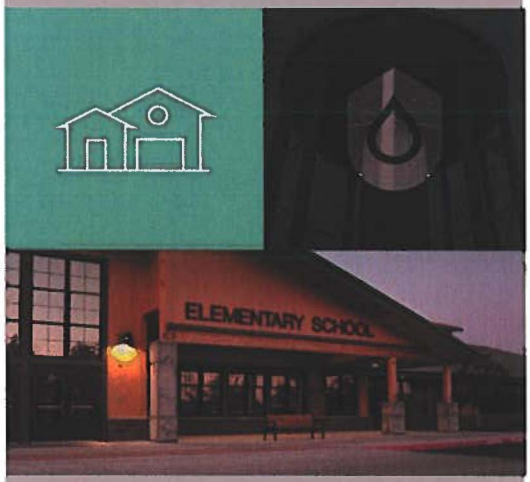
Water Meter Change Out & Installation Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance / Documentation



CORPORATE OFFICE
5700 CROOKS RD SUITE 100
TROY MI 48098
800.315.4305 TOLL FREE
262.264.6402 PHONE
PROJECT CONSULTANT: Craig Wolf
612-850-8939 CELL
cwolf@hydrocorpinc.com EMAIL

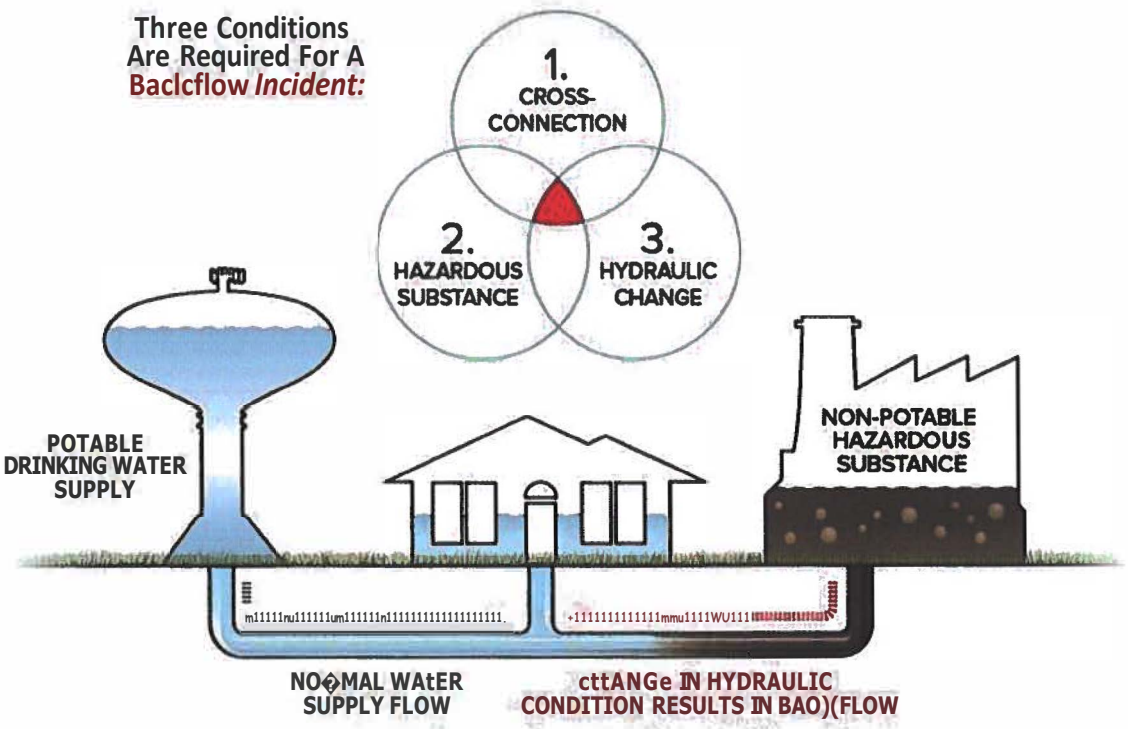
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1. INTRODUCTION

1.1. Definitions

- Backflow- the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- Backflow Preventer - an assembly, device, or method that prevents backflow.
- Cross-Connection - an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- Cross-Connection Control - a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey - the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.



1.2. Common Cross-Connection Hazards

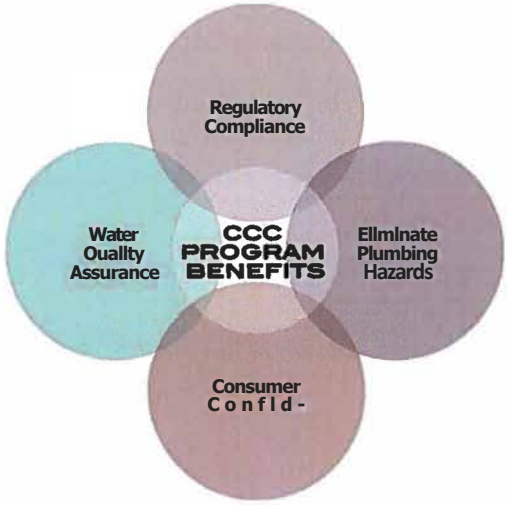
- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.

- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

2. PROJECT WORK PLAN

2.1. Purpose of a Cross-Connection Control Program

- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

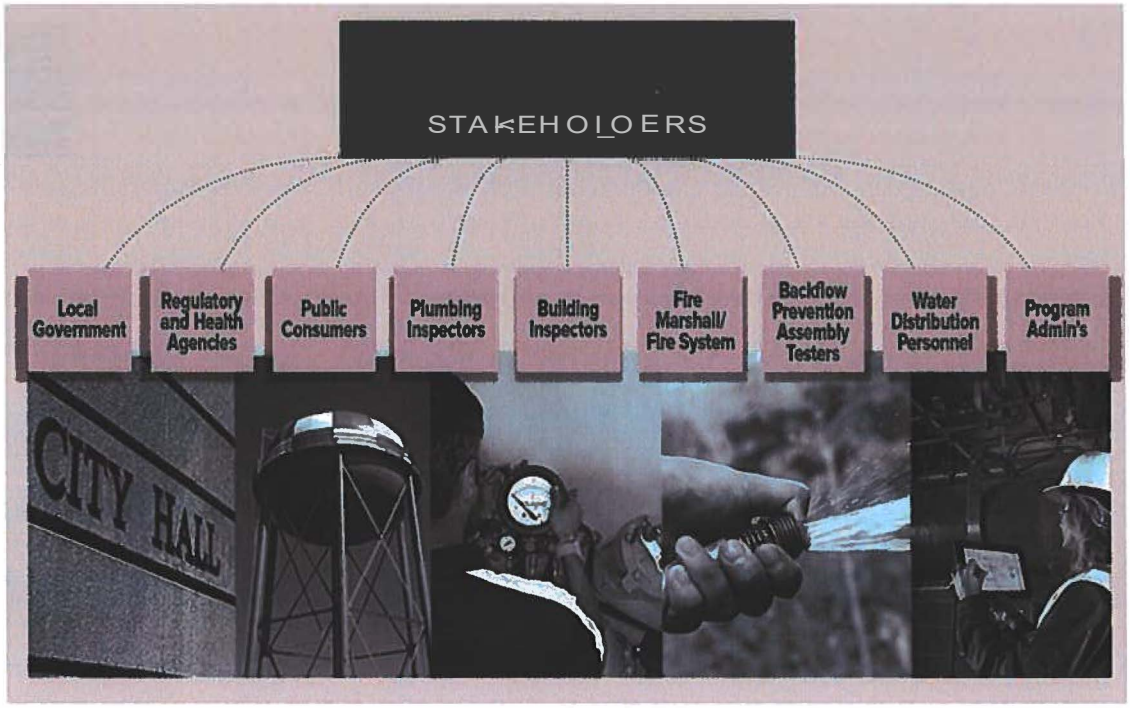


2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the Village of Germantown.
- Developing a written comprehensive Cross-Connection Control Plan.
- Routinely inspecting water customers for cross-connections or potential cross-connections.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

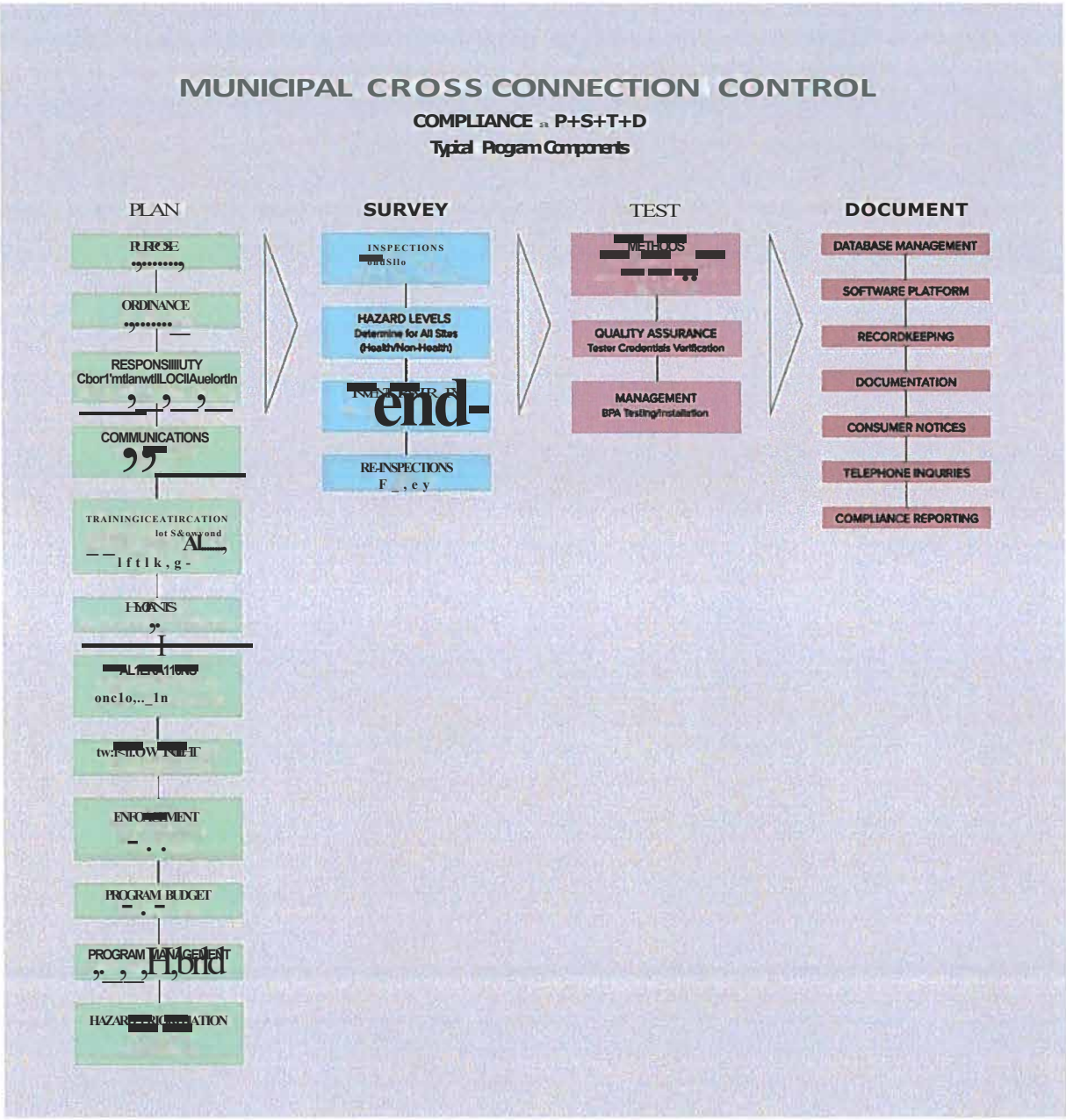
2.3. Stakeholders

HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.



HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.

2.4. Cross-Connection Control Plan Components



3. CROSS CONNECTION INSPECTION PROCESS

3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established.

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices & assemblies, and other pertinent program information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the Village will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross connections.

Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the Village of Germantown Cross-Connection Control Plan. Accounts with an alternative frequency will require DNR Approval in writing. If requested, HydroCorp will develop an alternative frequency inspection schedule on behalf of the water utility and submit to DNR for final approval.

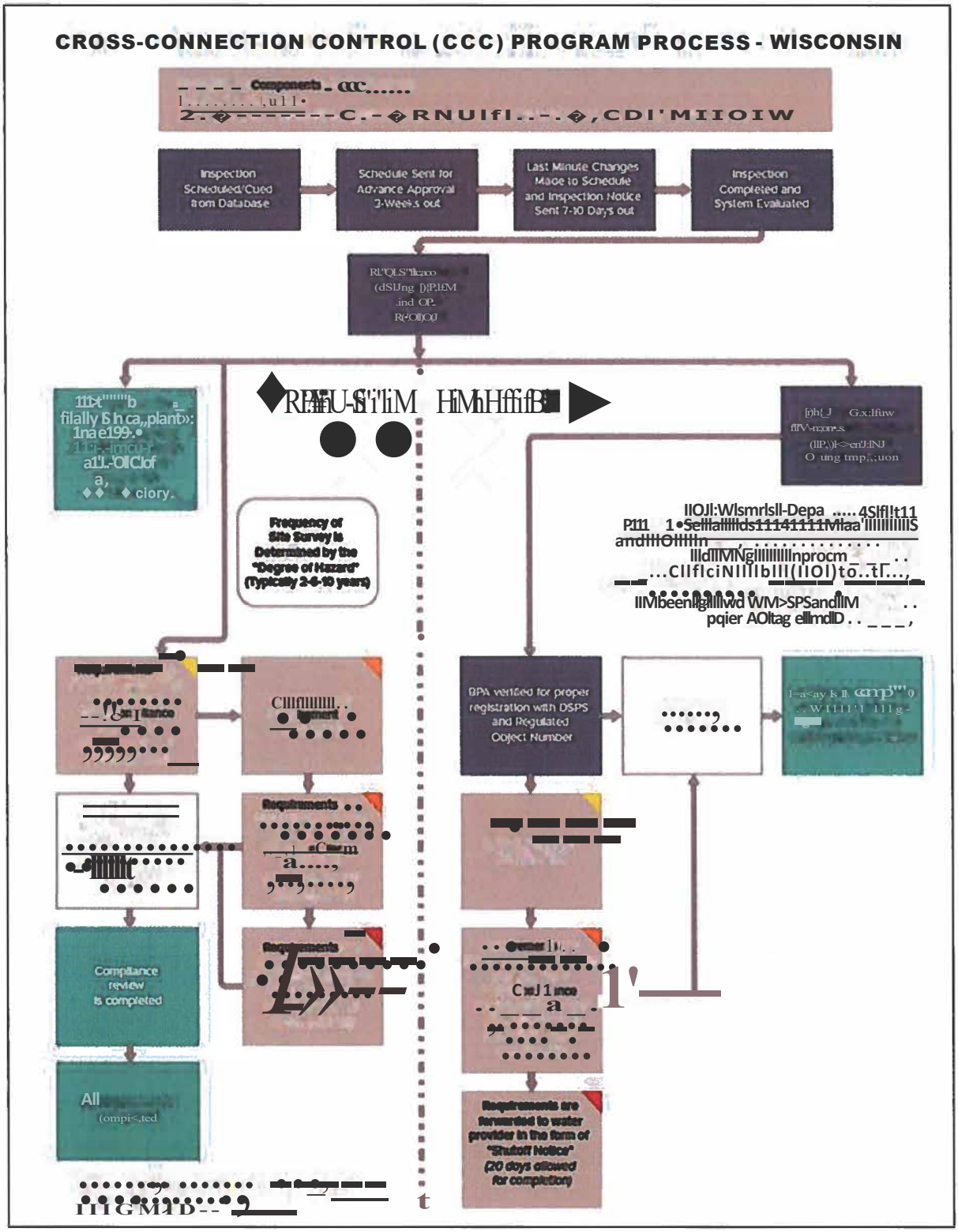
3.2. Definitions

- Initial Inspection - the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).

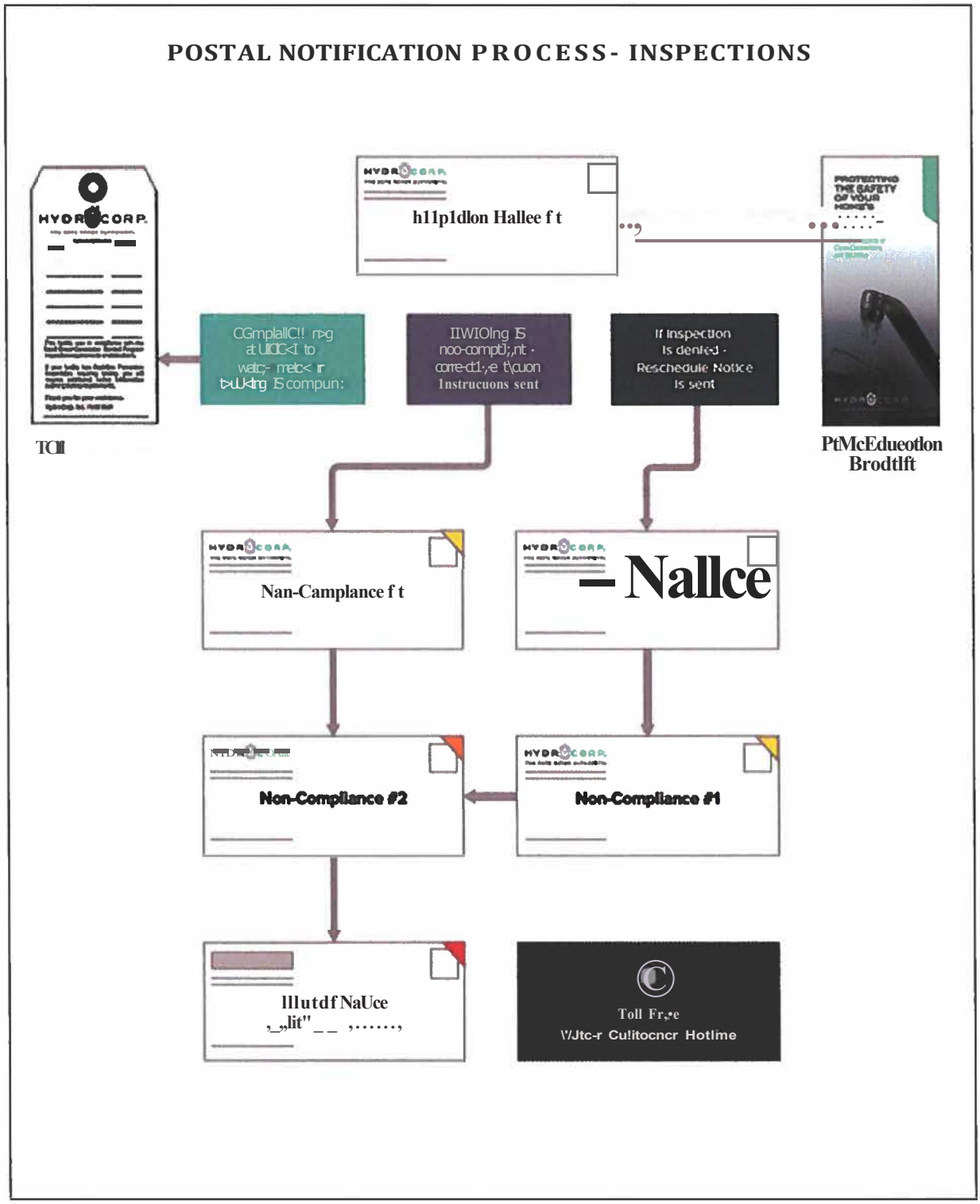
- Compliance Inspection - subsequent visit by a HydroCorp representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.

- Re-Inspection - Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is developed).

3.3. CCC Program Process



3.4. Postal Notification Process - Inspections



4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

4.1. Program Data

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

4.2. Database Software

HydroCorp utilizes a proprietary software program - HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of the Village of Germantown. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.
Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- DNR Annual Report

4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.

4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, Public Education on the topic should remain in the community spotlight. HydroCorp will provide a specialized speaker to participate/present at a town hall/public meeting engagement if requested. Press release information will be offered in digital format to the Village of Germantown for local distribution to local media resources & website if requested. Further, public education brochures will be available in electronic format for download and can be posted on the Village of Germantown web site.





Further Public Education resources including brochures and video files can be found at http:ljwww.hydrocorpinc.com/resources/links/

5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to the **Village of Germantown.** This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the **VIiiage of Germantown** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the **VIiiage of Germantown** and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

A. Perform initial inspections of (182) Non-Residential water services and up to (228) inspections within the Village served by the public water supply for cross-connections. Compliance follow up visits shall be completed by HydroCorp and are included in the total inspections.

B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control regulations. Inspectors will survey exposed piping and utilize Isolation/Point of Use inventory method of surveying as supported by the State of Wisconsin Plumbing Code - SPS 382.41.

C. HydroCorp will document existing backflow prevention devices and assemblies and verify proper installation and/or suggest corrective actions if devices and/or assemblies need to be installed to prevent cross-connections. Documentation to include make, model, size, manufacturer, serial number, location and regulated object number if applicable. In lieu of surveying residential kitchens and bathrooms, an educational brochure will be provided as allowed by DNR regulation NR 810.15.

D. Notify each building owner prior to each inspection via postal letter with opportunity to schedule a specific time of inspection via the Hydro Designs Inc. Provide ongoing support for water customer scheduling and questions via the Hydro Designs Inc. WI office toll free 800# phone line, fax, or email.

E. Provide Water Utility and building owner with a detailed corrective action report for each non-compliant facility, in most cases, water utility personnel can perform effective follow up compliance inspections.

F. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of corrective action(s) requirements, and general customer service and program education inquiries by an individual trained in Cross-Connection Control Program Management.

G. Generate and document the required program data and compliance status using proprietary Software Data Management Program. Submit comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report.

H. Conduct an annual review meeting to discuss overall program status and recommendations.

I. Assist the Village with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.

J. Provide ongoing support via phone, fax, internet, text or email.

PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and program administration. Compliance/follow up inspections and administration related to compliance/follow up inspections included.

PRICING:

__ **Initial Inspections of 182 non-residential services connections and an overall total of up to 228 inspections including follow up compliance inspections.**

__ **$28,800.00 dollars.**

HydroCorp will invoice monthly in equal installments upon receipt of signed contract/agreement

Submitted by: HYDROCORP- CORPORATE OFFICE- 5700 CROOKS RD SUITE 100 TROY MI 48098

Craig Wolf I 612-850-8939 I cwolf@hydrocorpinc.com

Accepted by:

X _____ _ _____

Village/Utility Representative (Signature) **Date**

_____

Printed Name/ Title

6. BACKGROUND

6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules - the highest standard of water safety oversight, combined with the highest value.

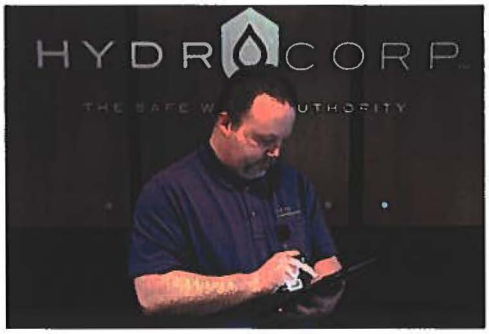
The Result - Your water system is compliant. Your risk and exposure are reduced. Your water - and your people - are protected.

6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections *annually.*
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC - Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
    - American Water Works Association (AWWA) | AWWA-Wisconsin Chapter
    - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
    - American Public Works Association (APWA)
- HydroCorp is <u>not</u> a Plumbing Company and does <u>not</u> utilize existing staff to perform backflow-prevention assembly testing, repair or plumbing related services.

6.3. Office Address & Contact Information

Regional Office:	HYDROCORP - MIDWEST OFFICE 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151
Contact:	Craig Wolf
Telephone:	612-850-8939
Email:	cwolf@hydrocorpinc.com
Corporate Office: (Remit to Address)	HYDROCORP - CORPORATE OFFICE 5700 CROOKS ROAD SUITE 100 TROY MI 48098
Telephone:	800.690.6651 or 248.250.5000
Legal Status:	S-Corporation, 1988 | E.I.D. 38-2810008





WI Office (Above) Corporate Office (Below)



7. PROJECT REFERENCES

a) City of Marshfield, 1210 S Oak St, Marshfield, WI 54449 | John Richmond, Water Utility Manager, john.richmond@MarshfieldUtilities.org I 715-898-2170

b) City of Chetek, 1125 Railroad Ave., Chetek, WI 54728 | Dan Knapp, Director-Public Works, chetekcs@chibardun.net | 715-924-4236

c) Sturgeon Bay Utilities, 230 E Vine St, Sturgeon Bay, WI 53235-007 | Cliff White, Superintendent, cwhite@wppienergy.org | 920-746-2820

8. PROJECT TEAM QUALIFICATIONS

Corporate Officers



Larry J. La Bute, Founder & CEO - Chairman of the Board of Directors. Mr. La Bure founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.



Mark L. Martin, CPA & Chief Financial Officer. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.



Paul Patterson, Senior Vice President. Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for operational oversight of over 200 Cross-Connection Control Programs throughout Michigan, Delaware, Maryland, Florida, Wisconsin and Virginia. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he assisted in the implementation of a stateside installation Cross-Connection Control Program. Paul is an ASSE Certified Instructor for Backflow Assembly Testing Certification and regularly presents and regional water industry association conferences.

Staff Bios Continued



Dave Cardinal, Vice President, Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. He is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. Dave is an ASSE Certified Instructor for multiple ASSE Certifications related to Cross-Connection Control and Backflow Prevention. Dave also has been a speaker at numerous Water Industry Conferences.



Craig Wolf, New Cross-Connection Control Program development in the Midwest Region. Since 2009 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 130 municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. Certified by ASSE for Cross-Connection Control Surveying, Craig applies years of field experience to offering solutions for public water systems that are cost effective. In the past 4 years, Craig has been focused on client retention efforts, and developing new Cross Connection Control Programs for Municipal Water Systems around the region.



Ryan Hensley, Administrative Account Manager - Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

He is an advanced user of the HydroSoft data management program & responsible for providing day to day tech support to the entire staff and external clients. Ryan also assists in the planning, testing & training of HydroSoft for clients and end users.

Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this January l [51] 2022 by and between the Village of Germantown organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities

- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- ***Initial Inspection*** - the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- ***Compliance Inspection*** - subsequent visit by a HydroCorp representative to a facility that was non-compliant during the ***Initial Inspection*** to verify that corrective action was completed and meets the program requirements.
- ***Re-Inspection*** - Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.

2.7 **VACUUM BREAKERS.** **Utility** will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.

2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

2.11 **INSPECTION TERMS.** HydroCorp will perform **(182)** total Initial inspections and up to **(228)** total inspections over a **(2) two** year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*

2.12 **COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.

2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.

2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.

2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **228** cross-connection control educational brochures for the duration of the Agreement.

2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

3.1 UTILITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings

3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). ***Electronic file format such as Microsoft Excel, etc. Is required. An additional one-time fee to manually enter facility listing will be charged at the rate of $80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.***

3.5 **LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on **January 1st 2022** and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.

4.2 RENEWAL. Upon the expiration of the original term (or renewal term), unless either party provides written notice of termination not less than sixty (60) days prior to the expiration of the initial term (or any such renewal term), this Agreement shall automatically renew for a one (1) year term Any increases in pricing for each of the renewal terms will be equal to the Consumer Price Index as measured in the Detroit-Warren-Dearborn area at the time of renewal or 4%, whichever is less.

4.3 **TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.

4.4 BASE COMPENSATION. From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of $1200.00 per month, $14,400.00 annually for a **two (2)** year contract period totaling **$28,800.00.**

4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date.

Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.

4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 CONFINED SPACES. - HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 LIMITATION OF LIABILITY. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	$1 Million	$2 Million
Excess Umbrella Liability	$5 Million	$5 Million
Automobile liability (Combined Single limit)	$1 Million	
Worker's Compensation/ Employer's liability	$1 Million	
Errors and Omissions	$2 Million	$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with

satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.

5.5 **RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 **FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties , with both parties consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin

5.13 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may

be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Craig Wolf
5700 Crooks Road, Ste. 100
Troy, MI 48337
(612)850-8939

If to Utility:

Village of Germantown
N122W17177 Fond Du Lac Ave
Germantown, WI, 53022

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Village of Germantown

_____

By:
Title:

HydroCorp

By: Craig Wolf
Its: Regional Sales Representative

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections ***annually.***
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC - Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

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

MEETING DATE: December 8th, 2021 and December 20th

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Open Purchase Orders - **2022** Hydrant Replacements, Valve Replacements, Water Service Repairs and Water Main Breaks

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting an open Purchase Order on a time and material bases for hydrant replacements to include the lead, valve assembly, water main and lateral repairs, and hard scape restoration. This is an ongoing replacement program as we identify old and malfunctioning hydrants and valves, and for emergency repairs.

ATTACHMENT: ORDINANCE__ RESOLUTION____ OTHER ____

RECOMMENDATION:

Staff recommends authorizing Water Utility Staff to

- Hire as needed contract services for the replacement of hydrants, lead, valve assembly and hardscape restoration not to exceed $180,000.00 from account #50-180-183-3480
- Hire as needed contract services for the replacement of gate valve repair and hard scape restoration not to exceed $60,000.00 from account #50-742-530-6730.
- Hire as needed contract services for water lateral repair and hardscape restoration not to exceed $35,000.00 from account# 50-742-530-6750.
- Hire as needed contract services for the repair of water mains and hardscape restoration not to exceed $90,000.00 from account #50-742-530-6730 from the approved 2022 Village budget.

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: December 8th, 2021 and December 20th

AGENDA ITEM: New Business

ITEM TITLE: Well #5 replacement of VFD and installation of power disconnect

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Village water utility requests authorization to hire CTW for the replacement of the existing VFD (variable speed drive) that was damaged back in August of this year due to electrical storms. The cost to replace this VFD is $29,130.00 and is under an insurance claim. At the same time, we request authorization to add a new transfer switch power disconnect to this well at a cost of $13,580.00. This new piece of equipment will aid the running of Well #5 when Well #7 goes off-line next year for the replacement of the MCC panel. It will be used to plug in an industrial generator to power up Well #5 for the duration of the electrical work at Well #7.

ATTACHMENT: ORDINANCE -- RESOLUTION -- OTHER -- X

RECOMMENDATION:

Staff recommends spending authority not to exceed $42,710.00 from the quote by CTW.
Money will be coming from account #50-722-530-6310

COMMITTEE ACTION:

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

C"NiACorporation

Wells - Pumps - Controls

November 19, 2021

Mr. Paul Haugen
Village of Germantown
N122 W17177 Fond du Lac Avenue
Germantown, WI 53022

RE: Well 5 VFD Installation - 180amp {lOOhp)

Dear Paul,

Thank you for your continued relationship with CTW Corporation, we are honored to serve you and your community.

Based on correspondence and specifications detailed by Mr. Bruce Grindeland, P.E., CTW is pleased to provide the following modifications at well station #5:

- Replace current 400A fuses and fuse holders with FRS-R-200 fuse and fuse holder
- Supply AB 4983-0S277-804 surge protector
- Provide Eaton Crouse-Hinds series Arktite ARL 200amp receptacle
- Utilize existing phase monitor
- Provide NEMA12 fan ventilated w/ rain hood enclosure. Includes: Mitsubishi FR-F840-01800-E360 VFD and control card extension circuit board and remote display
- Provide TCI model KDRH3L 3% line reactor, KDRHll load reactor
- Provide 20" control circuit board to be mounted on the existing MCC, includes: 500Va fused XMFR, multifunction timer, ETM {field mounted), (5) ice cube relays, (3) 30mm pilots, (1) 30mm HOA and (2) 22 terminals
- Includes all labor, conduit, wiring complete

Total VFD Installation and Electrical Upgrades.....$29130

Transfer switch and generator pigtail could be completed at a later date:

- Provide NEW NEMA 3R 200amp 3phase 600VAC double throw safety switch, mounted externally in area designated on sheet (2) specification
- Provide Eaton Crouse-Hinds series Arktite ARL 200amp receptacle
- Installation labor - licensed electrician

Disconnect Transfer Switch.....$13,580

Please let us know if any additional information or clarity in our estimate is required. All installation work will be performed by licensed professionals and factory trained startup technicians.

Again, we are gratefully dedicated to serving Germantown and look forward to assisting you in the future.

Respectfully,

Troy Simonar
CTW Corporation

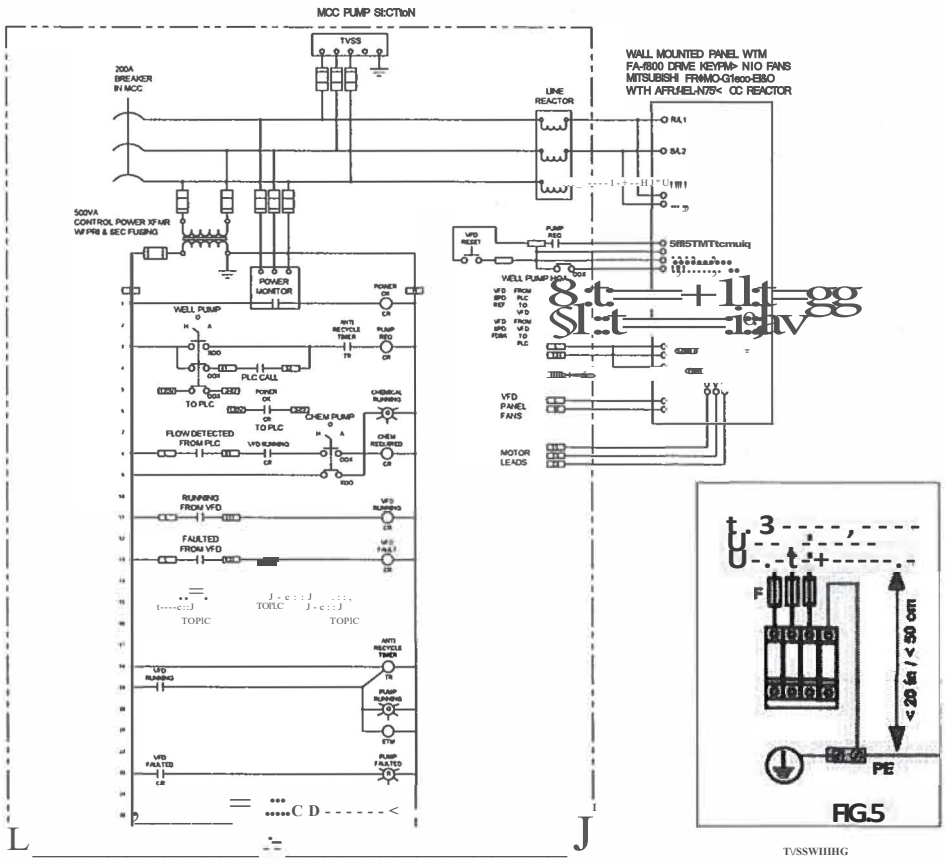


FIG.5

TVSSWIIIHG

POWER AND CONTROL WIRING FOR VFD

GENERAL NOTES:

Wall mounted VFD

- Mitsubishi FM0-01800-E360 VFD wfth FRHEL-H78K DC Reactor In NEMA 12 endosure, with fan ventilatkm. No breaker/disconnect requirld. Run necessary conduits between MCC and drive panel for power, motor leads, and controlwirina;.
- Keypad mounted In endos.ure door.
- Feed with 4a::N power from existina MCC.
- U IIOY drcuit is neededfOr' firu,, this drcuil can b t t\in ftom new CPT In MCC budot.
- Indude startup and pos,ammire..
- If'idude drawincs .and manuals
- Indude 'ubuilt' mult:UJK of field whin&

Modifications to Existin1 VfD section of MCC

- Remove elitstina components and wirina withln this s:ction, except for the drcvit breaker, power monitor and interconnect terminals
- Remove existing door de'Vius and provide new pLate if needed lo cover holes.
- Install and wire the followfna components as indicated b'(the 1ifiached drawinc:
- TO 3 " Un4e Reactor (load reactor wfil not b t requlredl.
- SOOV-ACYTwith Primary and Secondary fusir,c.
- Relays and timers as shown In dr11wlt1.
- Existina power monitOr' to bt 1kd Wire for al1nninc but nas shutdown of VFO.
- Door moul\led Indlst o n .and ♦ t c h n H shown th drawfng 30mm L.fD Type.
- New motOf fffdet' lup. Re-use conllol
- : l : ♦ ♦ t ♦ ♦ S : . ' t v s s TO 8E AILEN BRADIEY -'983-05277-804. This unit can be connt'ded t ɛ 3•wire unarounded or -'•wire arounded. Dat'ill In 11it1ched shows 3-wire In Fia S

Add Generator Recpt11de (Breakout price)

- Modify M•In Breaker compartment as shown lnduding new fusina:
- Double-throw 200A switch (NEMA 3R)
- Clouse-Hinds receptade (ARL2042 522) wired to match existin1 portable. Include bed: box 1ind anale mount ad.apter.
- Test with aenerator to verify connections.

NO.	BY	DATE

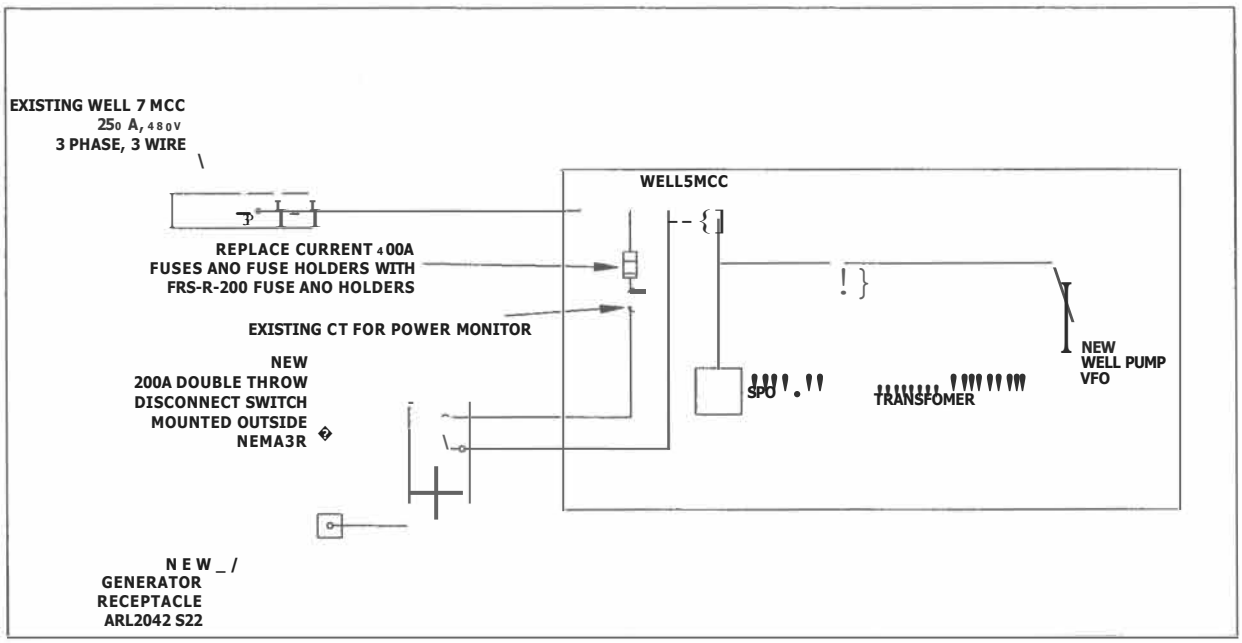
DATE OF PREPARATION		
	BY	DATE
DRAWN	PRK	09/19/2021
DESIGNED	DHB	09/19/2021
CHECKED	BWG	09/19/2021

VFD POIM:RAND CONTROL

GENBAL NOTO:

1. DCKaf.TI«OW'M'ICHTOIIIlolotMU>CtI""""TH -:NOIA&YOITHEIICCIH&IPCNER

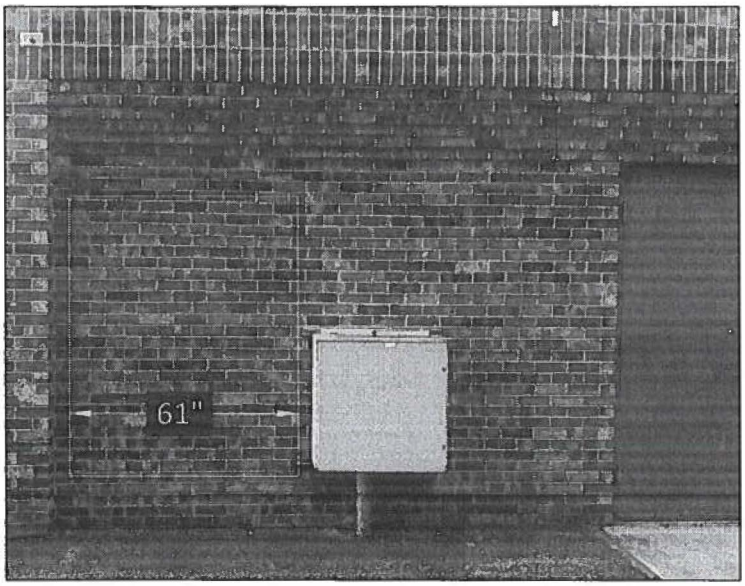
1. UNTOI GENEIOIcOLL «la\II/1YCt-£ 1OCIEIOIIIcII ™4fl



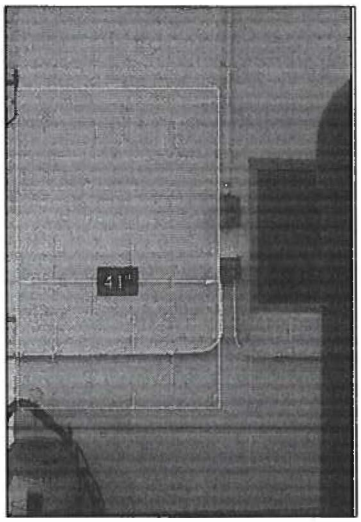
ONE-LINE DIAGRAM WITH GENERATOR RECEPTACLE

ELECTRICAL CONSULTING & DESIGN
813 Fox Ln, Suite C, Waterford, WI 53185

GENERATOR RECEPTACLE ONE-LINE



DOUBLE THROW SWITCH AND GEN RECEPTACLE



VFD PANEL

MOUNTING LOCATIONS

GRINDELAND ENGINEERING
ELECTRICAL CONSULTING & DESIGN
813 Fox Ln. Suite C Waterford, WI 53185
info@grindeland.net | 262.777.1395

REVISION

NO.	BY	DATE
1		
2		
3		
4		

DATE OF PREPARATION

	BY	DATE
DRAWN	PRK	05/19/2021
DESIGNED	BHS	05/19/2021
CHECKED	JRG	05/19/2021

MOUNTING SPACE

© 2021 GRINDELAND & ASSOCIATES S.C.

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

MEETING DATE: December 8th, 2021 and December 20th

AGENDA ITEM: New Business

ITEM TITLE: New Hydrant Repair Tool Purchase

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Village water utility requests authority to purchase a new hydraulic hydrant stem removal tool. Hydrants that over 20-30-years old we cannot remove the stems using the manufacturer's stem removal tool because they can seize or gall from metal-to-metal contact inside the hydrant barrel. This piece of equipment creates sufficient force spinning the stem assembly to remove the stem. At the time of budget preparation in August, I could not get a hard quote from the distributor, so I put a place holder of $15,000.00 in the budget. There are no other competitors to provide quotes.

Stanley Hydraulic Tools, sold by C&M Hydraulic Tool Supply Inc.
203 Commerce Ave, P.O. Box 352, Cambridge, WI 53523
$20,700.23

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER __X___

RECOMMENDATION:

Staff recommends approval of the Stanley Hydrant Saver sold by C&M Hydraulic Tool Supply in the amount not to exceed $20,700.23

The amount will come out of Account #50-180-184-3940

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.

HYDRANT SAVER

STANLEY

QUICK AND EASY VALVE SEAT REMOVAL ...WITHOUT EXCAVATION!



Hydrant seat removed in less than 5 minutes!
Safe and effective method without reconstruction.

- **SIMPLE:** Easyto use, turning a once-difficult application into a routine operation
- **COST EFFECTIVE:** Pays for itself in the cost of replacing 2-3 hydrants
- **ENVIRONMENTALLY FRIENDLY:** By extending the life of a hydrant and not scrapping difficult-to-recycle materials

NO HYDRANT REPLACEMENT

Out-of-service hydrant restricts fire/rescue service.



Hydrant Replacement Costs:

- Excavation
- Curb, sidewalk and street repair
- Cost of new hydrant
- Time & Labor
- Other utility obstacles

NO MANUAL REMOVING OF VALVE SEAT

Hydrant repaired with large crew to manually remove valve seat.



Unsafe Methods:

- "Cheater Bars"
- Backhoe
- Truck with chains

Not Effective:

- Bars break
- Not enough torque
- Risk of back injuries

HYDRANT SAVER

QUICK AND EASY FIRE HYDRANT SEAT REMOVAL

...WITHOUT EXCAVATION

- **DON'T DIG UP THE HYDRANT...SAVE IT!**
  The Stanley Hydrant Saver can be powered by the IW24 Impact Wrench to safely remove fire hydrant valve seats – even those that have seized due to lack of periodic maintenance. The Hydrant Saver allows servicing of hydrants obstructed by walls, fences, buildings, etc. that previously had to be replaced.

- Two complete kits available: Northern Kit with 8 ft. power tube and the Southern Kit with a 6-1/2 ft. power tube. Both kits include a 1-1/2 ft. extension, alignment wrench, retaining pins, and a Mueller 5-1/4 inch socket. A complete selection of sockets is available from Stanley Hydraulic Tools to fit the most commonly found hydrants. Custom sockets also available. Please contact Stanley Hydraulic Tools.

HYDRANT SAVER

Model	Part No.	Description
Hydrant Saver	31043	Hydrant Saver, Northern Kit, 8 ft. power tube, 1-1/2 ft. extension, seat alignment starter wrench, Mueller 5-1/4 in. socket, plus pins
	31044	Hydrant Saver, Southern Kit, 6-1/2 ft. power tube, 1-1/2 ft. extension, seat alignment starter wrench, Mueller 5-1/4 in. socket plus pins

HYDRANT SAVER ACCESSORIES

Model	Part No.	Description
Hydrant Saver	30716	Power Tube, 8 ft.
	30717	Power Tube, 6-1/2 ft.
	30718	Extension, 1-1/2 ft. for Power Tube
	30719	Extension, 3 ft. for Power Tube
	30720	Extension, 4 ft. for Power Tube
	30721	Wrench, Seat Alignment Starter
	30722	Socket, 4-1/4 in. Mueller, M & H, Smith, Columbia
	30723	Socket, 5-1/4 in. Mueller, M & H, Smith, Columbia
	30724	Socket, 5-1/4 in. Waterous
	30725	Socket, 4-1/4 in. Waterous
	30726	Socket, 5-1/4 in. Kennedy
	30727	Socket, 4-1/4 in. Kennedy
	30728	Socket, 5-1/4 in. Clow
	30729	Socket, 4-1/4 in. Clow
	73342	Socket, 4-1/4 in. East Jordan
	73343	Socket, 5-1/4 in. East Jordan
	31045	Pin for Sockets and Extension
	73367	Socket 4-1/4 in. American Darling 73-5
	73435	Socket 7 in. American Foundry
	73667	Socket 5-1/4 in. American Darling B50 B
	73717	Socket 5-1/4 in. Kennedy K-10
	73718	Socket 5-1/4 in. East Jordan 6 BR



STANLEY.

CONTACT YOUR STANLEY HYDRAULIC TOOLS SALES REP TODAY!

Stanley Hydraulic Tools
Division of Stanley Black & Decker
3810 SE Naef Road Milwaukie, OR 97267
Tel: 503.659.5660 Fax: 503.652.1780
www.stanleyhydraulics.com
Revised November 12, 2014

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

MEETING DATE: December 8th, 2021 & December 20th

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Invoice - Munson Inc. Emergency asphalt repair for two water main breaks on Pilgrim Rd.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Village water utility requests authorization to pay the invoice from Munson Inc, in the amount of $17,733.00 for the asphalt repair of two water main breaks that occurred on Pilgrim Rd.

ATTACHMENT: ORDINANCE-- RESOLUTION-- OTHER ___X___

RECOMMENDATION:

Staff recommends paying the invoice from Munson Inc. not to exceed $17,733.00 to be paid from account #50-742-530-6730.

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

Established 1955

INVOICE

MUNSON INC.

MUNSON FENCE DIV. - MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIVISION
6747 N. Sidney Place Glendale, WI 53209
Phone: (414) 351-0800
FAX: (414) 351-0879
w-.munsoninc.com

No. 0083645

Sold To

GERMANTOWN WATER UTILITY
PO BOX 337
GERMANTOWN WI 53022

CUSTOMER#: 01GERM04

Invoice Date 11/01/21
Purchase Order No.

Job No. 11-8447-20

Make Remittances Payable to: Munson Inc.

TERMS: NET 15 DAYS
DATE DUE: 12/08/21

$17,733.00

RE: W156 N10072 PILGRIM ROAD (SOUTH)
WATER MAIN BREAK STREET REPAIR

ASPHALT REPLACMENT WORK AS DIRECTED	$ 6,735.00

RE: W156 N10303 PILGRIM ROAD (NORTH)
WATER MAIN BREAK STREE REPAIR

ASPHALT REPLACEMENT WORK AS DIRECTED	$10,998.00
TOTAL	$17,733.00





BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE:	December 8, 2021
AGENDA ITEM:	New Business
ITEM TITLE:	Consideration of Invoice for Southeastern Wisconsin Watersheds Trust, Inc
SUBMITTED BY:	Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The Village of Germantown is a member of the Municipal Separate Storm Sewer System (MS4) group from which the Village is required to test storm water outfalls monitoring for effluents that may carry contaminants into the storm water drainage systems. MS4 Communities are Municipalities that have urban street with curb and gutter. These Municipalities are required to annually perform education & Outreach programs to make residents more aware of how to protect the rivers and lakes. Most Municipalities join forces, utilizing Southeastern Wisconsin Watersheds Trust, Inc (Sweetwater), a not-for-profit organization, to perform the education & outreach programs as directed by the WIDNR and MMSD.

In the past the annual fee was around $3,900.00 but with the increase in directives from the WIDNR the annual cost has risen to $12,620.00. Staff does recognize that the cost is reduced by joining in the effort with other Municipalities.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER _XX_

- Invoice and Backup document

RECOMMENDATION:
Staff recommends the Public Works and Highway Committee approve the Payment of the Invoice to Southeastern Wisconsin Watersheds Trust, Inc in the amount of $12,620.00. This amount does not require Board approval.

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

Southeastern Wisconsin Watersheds Trust, Inc.
600 E Greenfield Ave
Milwaukee, WI 53204
+1 2627162211
http://www.swwtwater.org

Invoice 1572

BILL TO
Larry Ratayczak
Village of Germantown
N112 W17001 Mequon Rd
PO Box 337
Germantown, WI 53022

DATE	PLEASE PAY	DUE DATE
08/20/2021	$12,620.00	09/04/2021

ITEM DESCRIPTION	QTY	RATE	AMOUNT
2021 Respect Our Waters Program - General MS4 Education	1	2,650.00	2,650.00
2021 Adopt Your Drain Program	1	1,200.00	1,200.00
2021 Technical Education - Targeted, Specific Education	1	8,770.00	8,770.00

TOTAL DUE $12,620.00

THANK YOU.

Sweet Water is committed to restoring the Greater Milwaukee watersheds to conditions that are healthy for swimming and fishing. We bring diverse partners together and provide the leadership and innovation necessary to protect and restore our shared water resources.

Sweet Water 2021 Programs Overview for the Village of Germantown

I. Respect Our Waters Overview
II. Adopt Your Drain Overview
III. Technical Education Program Overview
IV. Respect Our Waters Scope
V. Adopt Your Drain Scope
VI. Technical Education Scope

Respect Our Waters Overview

Respect Our Waters	
Permit Section:	Public Education & Outreach
Cost:	**$2,650.00**
Associated Permit Requirements:	1) Permittee shall identify targeted pollutants of concern, the targeted audience, delivery mechanism and the entity responsible for implementation. (required by all permits)
	2) Permittee shall address all education topics listed in permit within permit term (required by all permits)
	3) Permittee shall implement "passive" outreach mechanisms (not required by all permits)
Program Activities:	Social Media Posts (1) (2) (3)
	Newsletters (1) (2) (3)
	Televised/streamed public service announcements (1) (2) (3)
	Education content development and passive distribution (1) (2) (3)
	Identify outreach events and opportunities (1) (2) (3)
	Develop permit-term education plan for Respect Our Waters activities (1)

Adopt Your Drain Overview

Adopt Your Drain	
Permit Section:	Public Education & Outreach AND Public Involvement & Participation
Cost:	$1,200.00
Associated Permit Requirements:	1) Permittee shall provide opportunities for the public to participate in volunteer activities (not required by all permits)
	2) Permittee shall include provisions for receiving and considering public comments on the following permit activities: annual reports, SWMP revisions, adoption of stormwater related ordinances, and TMDL pollutant load reduction benchmark development (required by all permits)
	3) Permittee shall address all education topics listed in permit within permit term (required by all permits)
	4) Permittee shall implement "passive" and "active" outreach mechanisms (not required by all permits)
	5) Permittee shall develop methods for developing and tracking measurable goals for public education (required by all permits)
Program Activities:	Recruit target audience of homeowners/renters to adopt drains- providing a volunteer opportunity (1) (4)
	Educate adopters on relevant education topics related to storm drain adoption (3)
	Educate adopters on opportunities to provide public comment on annual reports, SWMP revisions, adoption of stormwater related ordinances, and TMDL pollutant load reduction benchmark development (2)
	Educate and involve the public through Adopt Your Drain newsletters (emailed), Facebook Group, Adopt Your Drain website, and/or other relevant activities (1) (3) (4)

Technical Education Overview

Technical Education (NEW)	
Permit Section:	Public Education & Outreach AND Pollution Prevention
Cost:	$8,770.00
Permit Requirements:	1) Permittee shall evaluate the Storm Water Education Needs of the individual community (not required by all permits)
	2) Permittee shall submit a list of prioritized storm water education needs for their community including the methods and rationale used for prioritization (not required by all permits)
	3) Permittee shall identify targeted pollutants of concern, the targeted audience, delivery mechanism and the entity responsible for implementation. (required by all permits)
	4) Permittee shall address all education topics listed in permit within permit term (required by all permits)
	5) Permittee shall implement "passive" and "active" outreach mechanisms (not required by all permits)
	6) Permittee shall provide education for appropriate municipal and other personnel involved in implementing the pollution prevention programs. Documentation shall be maintained of the date, the names of each person attending, and the content of the training. (required by all permits)
Activities:	Assess community through comprehensive plan review & targeted stakeholder & staff consultation (1)
	Assist in the development of stormwater education priority needs list (2)
	Document and supplement activities already meetings stormwater education needs (3) (4) (5)
	Use active and passive mechanisms, materials, and messages that meet remaining stormwater education needs (3) (4) (5)
	Engage local community organizations to incorporate their work into MS4 education activities (3) (4) (5)
	Host and/or identify trainings, workshops, and other events for MS4 training (6)
	Assess that mechanisms are meeting goals and reaching target audiences

Respect Our Waters Scope

Sweet Water Deliverables/Scope of Work for Respect Our Waters

Southeastern Wisconsin Watersheds Trust, Inc. (Sweet Water) has developed a regional program to help educate the general public on how the combined actions of human behavior influence stormwater pollution and its effects on the environment. Our approach includes provisions for tracking the results of outreach mechanisms and reporting them annually. The approach uses appropriate delivery mechanisms for audiences addressed. The scope of this program will include tasks to develop, plan, implement, and assess public education and outreach activities that are MS4 program compliant.

Specific deliverables and time allocations will include:

Development & Planning

- If the current year is within the first two years of the issuance of a new MS4 permit, Sweet Water will develop a permit-term length plan for the Respect Our Waters program that includes the topics and pollutants of concern to be covered, audience to be targeted, delivery mechanisms to be used, and entity responsible for implementation for each year of the permit cycle. The schedule will be prioritized based on groups of pollutants of concern to be targeted.
- Each year, Sweet Water will develop a schedule for implementing activities specified in the permit-term length plan for the Respect Our Waters program.
- Each year, Sweet Water will develop measurable goals for assessing activities specified in the permit-term length plan for the Respect Our Waters program.

Implementation

- Sweet Water will annually implement activities based on the yearly schedule developed. Activities implemented will include:
    - Watershed Wednesday Social Media Post & Advertisement Campaign
    - Respect Our Waters Website & Topic Webpages
    - Outreach Templates & Print/Promotional Materials
    - Streamed & Broadcasted Public Service Announcements
- Sweet Water will provide materials for community groups and/or MS4 staff to participate in community event tabling and will assist in staffing regional tabling activities
- Sweet Water will alert MS4 staff of their role in implementing activities

Assessment

- Sweet Water will assess the annually implemented activities using the defined measurable goals and will make adjustments to the approaches taken if necessary
- Sweet Water will communicate the results of the assessment to the MS4 permittee by way of meetings, a written report, and other mechanisms. The results will also be reported through annual MS4 permit reporting mechanisms.

Adopt Your Drain Scope

Sweet Water Deliverables/Scope of Work for Adopt Your Drain

Southeastern Wisconsin Watersheds Trust, Inc. (Sweet Water) has developed a regional program to educate the public about their role in implementing select aspects of the permittee's storm water management program. Our approach includes provisions for involving members of the public in volunteer opportunities to (1) detect and prevent illicit discharges and (2) enact behavior changes recommended by MS4 permit education topics. Through this program, Sweet Water will also educate the public about (1) opportunities to comment on relevant stormwater management program activities and (2) methods approved by municipal partners for doing so.

Specific deliverables and time allocations will include:

Development and Planning

- Sweet Water will develop related educational materials that train our target audience to be informed and effective reviewers of stormwater management program activities
- Sweet Water will develop and maintain an Adopt Your Drain newsletter, Facebook group, and other mechanisms to communicate with, educate, and provide volunteer opportunities to Adopt Your Drain volunteers

Implementation

- Sweet Water will continue to recruit members of the public to participate in volunteer activities through Adopt Your Drain
- Sweet Water will use an Adopt Your Drain newsletter, Facebook group, and other mechanisms to communicate with, educate, and provide volunteer opportunities to Adopt Your Drain volunteers
- Sweet Water will host educational materials on our website that train volunteers to be informed and effective reviewers of permit activities. Sweet Water will also make these materials available to our partners.

Assessment

- Sweet Water will track the success of the Adopt Your Drain program through the use of our Adopt Your Drain mapping tool, social media interactions, newsletter interactions, and other methods.
- Sweet Water will communicate the results of the assessment to the MS4 permittee by way of meetings, a written report, and other mechanisms. The results will also be reported through annual MS4 permit reporting mechanisms.

Technical Education Scope

Sweet Water Deliverables/Scope of Work for Technical Education Program

Southeastern Wisconsin Watersheds Trust, Inc. (Sweet Water) is working with numerous MS4 permit holders in southeast Wisconsin to develop a regional program to help identify and deliver activities that meet community-specific stormwater education needs. The scope of this program will include tasks to develop, plan, implement, and assess community activities that are MS4 program compliant.

Specific deliverables and time allocations will include:

Development & Planning

- Sweet Water will develop an assessment to assist in the identification of the stormwater education needs of the MS4 Permittee. These needs will align with one or more topics identified by NR216.07(1)(a) & NR216.07(1)(b) and will be prioritized based on the level of need and other factors.
- With third party and permittee partners, Sweet Water will identify activities and mechanisms that can meet these needs. These activities and mechanisms will include appropriate educational message(s), address target audience(s), target pollutant(s) of concern, and identify measurable goals. These activities and mechanisms may be preexisting and modified to meet permit requirements, or they may be new.
- Sweet Water will assess opportunities to assist in MS4 staff and contractor training requirements on permit activities.
- Sweet Water will work with third party and permittee partners to identify if Sweet Water will implement a mechanism, or another entity.

Implementation

- Sweet Water will annually assist in the implementation of appropriate activities based on the plan developed.
- Sweet Water will annually assist in the coordination of third-party partners who implement appropriate activities based on the plan developed
- Sweet Water will alert the permittee to any additional activities they must participate in or conduct to ensure permit compliance.
- Sweet Water will make MS4 staff and contractor training activities available to permittee partners via custom activities and/or meetings and activities developed by third party partners.

Assessment

- Sweet Water will assess the annually implemented activities using the defined measurable goals and will make adjustments to the approaches taken if necessary
- Sweet Water will communicate the results of the assessment to the MS4 permittee by way of meetings, a written report, and other mechanisms. The results will also be reported through annual MS4 permit reporting mechanisms.

NOTE: The Technical Education program differs from the Respect Our Waters program by focusing on the permit activities that require direct and meaningful engagement of particular

target audjences whereas the Respect Our Waters program focuses on requirements that focus on the general public.

Please see below for further clarification on what Sweet Water can and cannot do on behalf of our MS4 partners. Importantly, Sweet Water can assist in explaining which portions of the permit our programs assist in meeting but Sweet Water is NOT responsible for ensuring permit holders understand each and every aspect of complete permit compliance.

SWEET WATER WILL...

ASSIST STORMWATER EDUCATION PRIORITIZATION: Sweet Water will develop and implement a process and associated mechanisms to assist the MS4 in identifying high priority pollutants of concern, target audiences, and education topics for the MS4 to give precedence in educational programming.

ASSIST STORMWATER EDUCATION PROGRAM DEVELOPMENT: Sweet Water will prepare recommendations for the MS4's permit-term education program based on Sweet Water's planned activities that are founded in the prioritization process. Sweet Water's plan will include annual mechanisms, topics, target audiences and target pollutants.

ASSIST MEASURABLE GOAL DEVELOPMENT: Sweet Water will suggest measurable goals for municipal-led activities recommended by Sweet Water. Sweet Water will develop measurable goals for activities conducted by Sweet Water.

ASSIST MUNICIPAL-LED ACTIVITIES: Sweet Water will recommend modifications to the way that existing municipal-led, stormwater-related programs and activities[1] are communicated to target audiences. This includes, but may not be limited to developing social media posts, website recommendations, and newsletter articles for the MS4 to use in their outreach efforts. Sweet Water will also promote these activities in our outreach.

ORGANIZE NON-MUNICIPAL-LED ACTIVITIES: Sweet Water will develop, assist in developing, or find third-party partners to develop NEW delivery mechanisms and activities that meet needs identified in the prioritization process and align with the stormwater education program.

ASSIST AUDIENCE TARGETING: Sweet Water will request contact information for riparian landowners, specific commercial audiences, and other target audiences within the MS4 that Sweet Water helps to identify as priority. Sweet Water will contact audiences when appropriate or find third-party partners to educate the audience.

ASSIST STAFF TRAINING: Sweet Water will cultivate staff training opportunities and make them available to permittee partners, either virtually or in person. Sweet Water will send these opportunities to our primary MS4 contact and make recommendations about what type of staff should attend, but Sweet Water will not send it directly to the staff.

---

[1] This includes, but may not be limited to spill hotlines, household hazardous waste programs, yard waste programs, stormwater ordinance and code updates, GI incentivization and downspout disconnection programs, and municipal green infrastructure projects.

ASSIST IN PROGRAM IMPLEMENTATION TRACKING: Sweet Water will help the MS4 to track their education program such that all identified audiences, topics, and activities are completed by Sweet Water, the MS4, or third-party partner within the permit term. Specifically, Sweet Water will track the progress of Sweet Water and applicable, non MS4 partner-run activities in meeting measurable goals and request information from the municipality about progress on specific measurable goals. Sweet Water will develop a mechanism that allows municipal partners to check progress on program implementation.

ASSIST IN ANNUAL REPORT DEVELOPMENT: Sweet Water will prepare documentation for the MS4 to use in annual reporting requirements, including mechanisms used, topics covered, audience reached, and measurable goals met, regarding Sweet Water & third-party partner completed activities.

SWEET WATER WILL NOT..

WRITE OR SUBMIT THE STORMWATER EDUCATION PROGRAM: Sweet Water will not develop the formal, written education plan that the MS4 is required to submit to the Wisconsin Department of Natural Resources (WDNR).

SELECT PRIORITIZED STORMWATER EDUCATION TOPICS, AUDIENCES, POLLUTANTS, ETC. WITHOUT THE MUNICIPALITY'S INPUT AND APPROVAL: Sweet Water is unable to appropriately identify community values, goals, and opportunities without the input of local DPW staff.

SELECT MEASURABLE GOALS FOR MUNICIPAL-LED ACTIVITIES: Sweet Water is unable to develop the WDNR required "measurable goals" for the municipal-led programs that are not directly managed by Sweet Water.

CONDUCT RESEARCH TO ***COLLECT CONTACT INFORMATION FOR ALL AUDIENCES:*** Sweet Water is unable to effectively identify all the names and locations of the specific target populations required by the WDNR to meet various permit requirements. The MS4 will support Sweet Water in identifying these audiences.

BE RESPONSIBLE FOR MS4 STAFF AND/OR CONTRACTOR MANAGEMENT IN RELATION TO ***TRAINING ACTIVITIES:*** Sweet Water will not provide direct contact to each of the required staff and/or contractors to attend various stormwater management training opportunities. Sweet Water will not cover the costs any third party training or continued education course fees attended by MS4 staff or contractors.

IMPLEMENT MUNICIPAL-LED ACTIVITIES: Sweet Water will not modify, develop, or implement municipal-led, stormwater-related programs and activities. [2] Sweet Water will not edit permittee partner websites, post from permittee partner social media accounts, or send newsletters to permittee partner newsletter contact lists.

'This includes, but may not be limited to spill hotlines, household hazardous waste programs, yard waste programs, stormwater ordinance and code updates, GI incentivization and downspout disconnection programs, and municipal green infrastructure projects.

TRACK THE IMPLEMENTATION **OF** *MUNICIPAL-LED ACTIVITIES AND PROGRAMS WITHOUT THE ASSISTANCE* **OF** *MUNICIPAL REPRESENTATIVES*

WRITE OR SUBMIT THE MS4 ANNUAL REPORT: Sweet Water will not develop the MS4 Annual Report that the MS4 is required to submit to the

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

MEETING DATE: December 8, 2021 and December 20th

AGENDA ITEM: New Business

ITEM TITLE: Well # 12-Change Order #3

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

SUMMARY EXPLANATION:

Change Order #3 in the amount of $17,682.00 is the cost to furnish and install Cementous grout material in the final casing from a depth of 400 feet to 420 feet. The grout was a directive from the Wisconsin Department of Natural Resources and is meant to provide a tight seal between the casing and the rock that the casing terminated. The cost has been reviewed and approved by the Village Staff and the consulting Engineers for this project.

Conforming to Village Change Order procedure staff can issue a Change Order but is required to bring the Change Order to the **PWHC** for notice and confirmation. Change Order #3 has been approved by staff for the increase of $17,682.00. The total increase for three (3) Change Orders is $146,073.04. This modifies the total cost from the awarded amount of $369,523.00 to $505,596.04.

ATTACHMENT: **ORDINANCE_ _** **RESOLUTION_ _** **OTHER _XX__**

- Change Order #3

RECOMMENDATION:

Staff if requesting that the Public Works and Highway Committee approve Change Order #3 in the amount of $17,682.00.04 and forward, with a positive recommendation, to the Village Board for approval.

SECTION 00 63 63
CHANGE ORDER

No.J.
Date of Issuance: November 9, 2021 **Effective Date:** November 9, 2021
Owner: Village of Germantown

Project: Well No. 12	**Owner's Contract No.:**
Contractor: Municipal Well & Pump	**Date of Contract:** 4/14/2021
Engineer: Foth Infrastructure & Environment, L L C	**Engineer's Project No.:** 0019G018.02

The Contract Documents are modified as follows upon execution of this Change Order:

Provide grout plug from a depth of 400 feet to 420 feet as requested by the WDNR.

Item No.	Descriotion	Revised Estimated Bid Quantity			
		Ouantitv	Units	Unit Price	Total Price
I	Mobilization and Demobilization	I	L.S.	$3,680.00	$3,680.00
2	Prepare/Set & Remove 420 feet ofTremie Pipe.	13	Hrs	$634.00	$8,242.00
3	Prepare & Place Grout Plu2	5	Hrs.	$634.00	$3.170.00
4	Furnish Grout Pump and Accessories	I	Day	$1,210.00	$1,210.00
5	Provide Neat Cement Grout	60	Ba2s	$23.00	$1,380.00
	Total				$17,682.00

Attachments (List Documents Supporting Change)

C03-A	Email correspondence from Municipal Well & Pump dated 10/19/2021.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: D Working Days 18Calendar Days
$ 369,523.00 .	Substantial Completion (days or date): Februw:y 18, 2022
	Ready for Final Payment (days or date): March 20. 2022
[Increase] [DeeFeese] from previously approved Change Orders No. l_:	[Increase] [Decrease] from previously approved Change Orders No.Q:
S__ ~~2,194.00~~ __	Substantial Completion (days): February 18. 2022 Ready for Final Payment (days): March 20. 2022
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 497,914.04 .	Substantial Completion (days or date): February 18, 2022 Ready for Final Payment (days or date): March 20, 2022
[Increase] [DeoFeese] of this Change Order:	[Increase] [Decrease] of this Change Order:
$ 17,682.00 .	Substantial Completion (days or date): February 18. 2022 Ready for Final Payment (days or date): March 20, 2022
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 5t5,596.04 .	Substantial Completion (days or date): February 18. 2022 Ready for Final Payment (days or date): March 20. 2022

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:---'---♦---	By: Lawrence Ratayszk	By: Tracy Greenfield
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 11/11/21	Date: 11/16/2021	Date: 11-9-21

By:_____ Date:_____

Approved by Funding Agency (if applicable)

Schultz, Ryan M

From: Tracy Greenfield <tgreenfield@municipalwellandpump.com>
Sent: Tuesday, October 19, 2021 8:06 AM
To: Schultz, Ryan M
Subject: [External] Germantown 12 - Bottom Plug
Attachments: Estimate_Germantown 12_Plug Bottom_10-19-21.pdf

Ryan,
let me know if this cost format works for the Installation of the permanent bottom grout plug required by WONR. As discussed previously, we did not amend our original well modification proposal to reflect the WDNR decision to eliminate the exposed shale that came afterwards.

Thanks,

Tracy Greenfield

MUNICIPAL
WELL & PUMP

Phone: 920-324-3400
Fax: 920-324-3431
Cell: 262-424-2328
www.municipalwellandpump.com

CAUTION:This email originated from outside of Foth. Do not click on links or open attachments unless you recognize the sender and know the content to be safe.

MUNICIPAL
WELL & PUMP

Project Proposal

Re: Germantown 12 • Bottom Plug

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
2	Prepare/Set & Remove 420' of Tremte	13	Hrs	63400	824200
3	Prenare & Place arout nitn	5	Hrs	634.00	3,no.00
4	Grout oumos & aces	1	Dav	1,210.00	1,210.00
5	Neat Cement Graul	60	BAGs	23.00	1360.00
6	NOTE:			-	-
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44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
	Total Project Proposal				$ 17,682.00

Dated: October 19, 2021

By: Tracy Greenfield

Tracy Greenfield
Senior Project Manager
Municipal Wen & Pump

P.O. Box 311, Waupun, WI 53963-Ollice: 92().324-3400-Toll-Fn,e: 800-383-7412- Fax 920-324-3431
www.munlcipalwenandoumo.com

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

MEETING DATE: December 8, 2021 and December 20th

AGENDA ITEM: New Business

ITEM TITLE: Lannon/Maple Roads-State/Municipal Financial Agreement

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

SUMMARY EXPLANATION:

The background to this subject is that in the fall of 2019 the Public Works and Highway Committee approved a project to obtain the services of "Traffic Analysis & Design, Inc. (TADI) to perform a Safety Analysis of the 30 most dangerous intersections in the Village of Germantown as identified by staff from the Villages Police, Fire, Highway and Engineering Department. The results identified several intersections as having need of modifications to improve safety. The intersection determined to have the highest priority is Lannon Rd and Maple Rd. TADI recommended submitting the project to the WIDOT under the HSIP (Highway Safety Improvement Program) funding program. The Village was awarded the Grant for construction in the year 2024. The work will include adding a right turn lane from west bound Mequon Rd to south bound Maple Rd and a right turn lane from north bound Maple Rd to east bound Mequon Rd. Other additional alignment modifications are included. The cost of the project is divided as 90% State and 10% Village with a total estimated cost of $808,980.00

Staff brings this item forward for approval of the Village to enter into a Municipal Financial Agreement with the State of Wisconsin

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER _XX_

- State/Municipal Financial Agreement

RECOMMENDATION:

Staff recommends approval by the Public Works & Highway Committee for the Village of Germantown to enter into a State/Municipal Financial Agreement for work to reconstruct the intersection of Mequon/Lannon Rds and Maple Rd. and forward with a positive recommendation for approval to the Village Board

COMMITTEE ACTION:

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

	STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: November 23, 2021 I.D.:2740-02-00/70 Road Name: LANNON ROAD Title: V GERMANTOWN, LANNON ROAD Limits: INTERSECTION WITH MAPLE ROAD County: Washington Roadway Length: 0.03 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility- Describe and give reason for request: Intersection experiences a high crash rate.

Proposed Improvement - Nature of work: Extend merge distance and provide a corrugated median for free-flow right tum movements. Upgrade the intersection to monotubes, with signal heads and backplates over each lane in the EB and SW direction. Construct an exclusive right tum lane for EB and NB right tum movements..

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

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	$ 108,692	$ 97,823	90%	$ 10,869	10%
Compensable Utilities	$ -	$ -	0%	$ -	100%
'Construction: Participating	$ 699,288	$ 629,359	90%	$ 69,929	10%
Non-Participating	$ 1,000	$ -	0%	$ 1,000	100%
Total Cost Distribution	$ 808,980	$ 727,182		$ 81,798	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the tenns and conditions that follow (pages [2] - [4]); is made by the undersigned under proper authority to make such request

for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No tenn or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or tenninated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the Village of Germantown (please sign in blue ink)	
Name (print)	**Title**
Signature	**Date**
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	**Title WisDOT SE Region Planning Chief**
Signature	**Date**

TERMS AND CONDITIONS:

I. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

(a) Design engineering and state review services.

(b) Railroad force work necessitated for the project.

(c) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

(d) Stonn sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

(e) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

(f) Si$_{g\,n}$ing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

(g) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

(h) Replacement of existing driveways, in kind, necessitated by the project.

(i) New installations or alteration resulting from roadway construction of standard State street lighting and

traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Compensable utility adjustment work necessitated for the project.

   (e) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (f) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

   (g) Parking lane costs.

   (h) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (i) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

   0) Conditioning, if required, and maintenance of detour routes.

   (k) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

8. Basis for local participation:

   (a) Funding for preliminary engineering: Design is funded with 90% Federal funding up to a maximum of $97,823 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.

   (b) Funding for compensable utilities required for standard roadway construction, 100% Municipal.

   (c) Funding for construction: Construction is funded with 90% Federal funding up to a maximum of $629,359 when the Municipality agrees to provide the remaining I0% and any funds in excess of the federal funding maximum.

(d) Funding for non-participating work including haul roads is funded 100% Municipal.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

December 8, 2021

Village Hall Board Room

CALL: Chm Kaminski called the meeting to order at 6:01 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Miller, Hudson and Neureuther. Also present were Dir. Ratayczak, and Deputy Clerk/Deputy Treasurer Rozek.

APPROVAL OF MINUTES: MOTION made by Miller, seconded by Hudson to approve the Minutes of November 3, 2021

Motion carried unanimously

PUBLIC COMMENT: Bob Fitzgerald, W148N10247 Windsong Cir E, came forward to thank the Village on behalf of the Homeowners Association for the work being done around the water tower with the buckthorn. He also wanted to talk about other invasive plant life that DPW should be interested in name Teasle. This is an imported plant from Asia, and it did not appear until the pipeline was installed. It is unclear if it came in the seed or matting that was put down, but has become a problem. He asked if DPW could tell contractors that are reseeding to not bring this type in. It is spreading around retention pond and gardens. He asked if this problem could be talked about at future meetings.

Chm. Kaminski stated the Committee can put on a future agenda before the growing season and possibly bring in the DNR to talk about it.

Ben Kurey, N100W15043 Windsong Cir W, came forward to talk about the Starlite Water tower buckthorn removal. He thanked the Village for considering the work at the Starlite water tower with the tree and brush removal project and was glad it was on tonight's agenda. It will prove to be a positive for the Village to preserve it's natural habitat and property values throughout the area. We need PWC and the Villages help to fight back the invasive buckthorn that is on the Starlite water tower property. It is not native to the land and has turned a beautiful Wisconsin forest into a congested unpassable jungle mess. Buckthorn has moved from the water tower property and has invaded his property and has tried to fight back the buckthorn and tried to replace with native grasses, wildflowers, and trees. It is difficult to win cause you can only do so much because the buckthorn continues to want to invade from the water tower property. We are encouraged the Village is considering joining in the fight with invasive buckthorn by taking care of the buckthorn on the water tower property and that will help us with our personal property. The Village should be supportive because it decreases the enjoyment of the property, decrease value property has to offer and hurts ability for native plants to grow. Has lived in this house since a child, recently purchased from his folks, and buckthorn was not present as he ran around in the forest. He has young children and wants them to be offered the ability to enjoy the forest and it was a big reason they like to live there. It can only happen if we truly eradicate the buckthorn. His family has spent countless hours and thousands of dollars. They worked on the buckthorn this year and will do so next year and more than likely the following year, but will have to do less and less if we have the Village support with the water tower property. Paul and Johns plan is comprehensive and should provide a long term winning strategy against the buckthorn and restoring the original value and protecting all the property value that surrounds the water tower property. Thank you for considering approving this agenda item.

PARKS DEPT. PICK-UP TRUCK – PURCHASE: Supt. Haugen presented that $45,000 in funds were allocated in the 2021 Parks Budget to replace a truck. GM had a commercial window open but closed before the October meeting. GM now has another Commercial window open and staff has a verbal commitment to purchase a pick-up truck if approved. This would be for 2021 pricing and encourages the committee to send to the full board due to time sensitivity.

MOTION made by Hudson, seconded by Neureuther to forward to the Village Board to approve the purchase of the pick-up truck not to exceed $40,704.50. Funds to be allocated from Acct. #40-553-570-8520.

Motion carried unanimously

STARLITE WATER TOWER – 2022 TREE AND BRUSH REMOVAL PROJECT: Supt. Haugen explained the Village Water and Utility has been requested by several concerned residents around the Starlite water tower to help prevent the spread of buckthorn and other noxious trees and shrubs that are growing on the water tower grounds. We all met onsite this spring with the Village Forester to listen and discuss everyone's concerns. After the meeting the Village Forester and I devised a phased work plan to mitigate the buckthorn and improve the water tower grounds wooded area. The work can be done in 4 potential phases with Phase 2 containing an alternate to clear-cut all the trees onsite. Phase 1-4 were outlined. Five tree contractors were contacted to bid the work, and it was included on the Village website. Of the five contacted only two returns bids. Only two contractors returned bids for Phases 1 and 2. For 2022 the Utility budgeted $25,000 for Phase 1 and 2. Not knowing if this was to be approved, we did not include funding for Phase 3 and 4. We are estimating that the additional amount be $25, 000. We have the option to move Phase 3 and 4 to 2023, but we would like to discuss including these two other phases for continuous work to be completed in 2022. Discussion followed.

MOTION made by Miller, seconded by Neureuther to approve Phase 1 and 2 portions of service with New Leaf Tree service not to exceed $27,000.

Motion carried unanimously.

CROSS CONNECTION CONTRAOL CONTRACT: Supt. Haugen requested authorization to execute an ongoing 2-year contract of $28,800 billed monthly from HydroCorp, Inc to provide cross connection control inspection for commercial and industrial properties for backflow prevention. HydroCorp has been the Village's ongoing Cross Connection inspection firm for the past several years with competitive pricing due to the familiarity of our Village. Discussion followed.

MOTION made by Hudson, seconded by Miller to approve a 2-year contract with HydoCorp in the amount of $28,800 for Cross Connection Control Inspection. Funds to be allocated from Acct. #50-741-530-6640.

Motion carried unanimously.

BLANKET PURCHASE ORDER – HYDRANT & VALVE REPLACEMENTS, WATER SERVICE REPAIRS AND WATER MAIN BREAKS: Supt. Haugen requested an open Purchase Order on a time and material bases for hydrant replacements to include the lead, valve assembly, water main and lateral repairs, and hard scape restoration. This is an ongoing replacement program as we identify old and malfunctioning hydrants and valves, and for emergency repairs. Discussion followed.

MOTION made by Miller, seconded by Kaminski to take staff recommendations on the contract services as needed.

Motion carried unanimously.

WELL #5 VFD AND POWER DISCONNECT: Supt. Haugen requests authorization to hire CTW for the replacement of the existing VFD (variable speed drive) that was damaged back in August of 2021 due to electrical storms. The cost to replace is $29,130 and is under an insurance claim. At the same time, we request authorization to add a new transfer switch power disconnect o this well at a cost of $13,580. This new piece of equipment will aid the running of Well #5 when Well #7 goes off-line next year for the replacement of the MCC panel. It will be used to plug in an industrial generator to power up Well #5 for the duration of the electrical work at Well #7. Discussion followed.

MOTION made by Miller, seconded by Neureuther to approve $42,710 from the quote by CTW. Funds to be allocated from Acct. #50-722-530-6310

Motion carried unanimously

HYDRANT STEM REMOVAL TOOL PURCHASE: Supt. Haugen requests authority to purchase a new hydraulic hydrant stem removal tool. Hydrants over 20-30 years old we cannot remove the stems using the manufacturer's stem removal tool because they can seize or gall from metal-to-metal contact inside the hydrant barrel. This piece of equipment creates sufficient force spinning the stem assembly to remove the stem. At time of budget preparation in August, I could not get a hard quote, so I put a place holder of $15,000 in the budget. There are no other competitors to provide quotes. Discussion followed.

MOTION made by Neureuther, seconded by Hudson to approve the Stanley Hydrant Saver by C& M Hydraulic Tool Supply not to exceed $20,700.23. Funds to be allocated from Acct. #50-180-184-3940.

Motion carried unanimously

CONSIDERATION OF INVOICE – MUNSON INC: Supt. Haugen requests authorization to pay the invoice from Munson Inc, for the asphalt repair of two water main breaks that occurred on Pilgrim Rd. Discussion followed.

MOTION made by Hudson, seconded by Kaminski to pay invoice from Munson Inc not to exceed $17,733. Funds to be allocated from Acct. #50-742-530-6730.

Motion carried unanimously

RESOLUTION – JURISDICTIONAL TRANSFER – COUNTY TRUNK HIGHWAY F (FREISTADT ROAD) & WASAUKEE RD: Dir. Ratayczak presented that Washington County approached the Village to do a jurisdictional transfer County Trunk Highway F known as Freistadt Road to Wausaukee Road. This is a similar in manner to what we did about 2 years ago when we transferred Goldendale Rd, Country Hwy Y. Would be the same procedure. Summary is approximately 1.66 miles Country Trunk Hwy F (Freistadt Rd) from Hwy 145 to Wausaukee Rd (Hwy M). The Village would then transfer a part of Wausaukee Rd from Freistadt Rd south to Mequon Rd to the County with them taking over all maintenance. We would take on the responsibility for Freistadt Rd from the intersection of Wausaukee and Freistadt westerly to Trunk State Highway 145. We would then have Freistadt Rd all the way through the Village. Discussion followed.

MOTION made by Hudson, seconded by Kaminski to approve the jurisdictional transfer of County Trunk Highway F, also know as Freistadt Rd, and Wausukee Rd with the condition that it's put on the agenda as New Business for the Village Board to approve.

Motion carried, Miller opposed

TOPSOIL REMOVAL – MURPHY PET FOOD DEVELOPMENT: Dir. Ratayczak presented that in meeting with Village Ordinance any developer that wants to bring what they determined to be excess topsoil from a site it needs to come to the committee for approval to remove. Michael Byrne of Briohn Building Corporation, has submitted a request to remove 1,800 cubic yards of excess topsoil from the project site. The balance of remaining topsoil will be utilized on site for restoration of ponds, berms and remaining site turf areas.

MOTION made by Neureuther, seconded by Miller to grant request to remove 1,800 cubic yards of excess topsoil from the Goldendale/Murphy Pet Food site.

Motion carried unanimously

TOPSOIL REMOVAL – CAPSTONE – 41 DEVELOPMENT: Dir. Ratayczak said same description as prior one with the exception that it is a larger site and only for Building one. Berghammer Construction Corporation, General Contractor for Capstone Quadrangle, LLC, Developer of the Capstone-41 Development, has submitted a request to remove 23,000 cubic yards of excess topsoil from the project site. Total calculated topsoil volume is 51,000 CY with topsoil to be replaced of 28,000 CY and the request is to remove the balance of 23,000 CY..

MOTION made by Miller, seconded by Kaminski to approve the removal of the 23,000 cubic yards of topsoil.

Motion carried unanimously

CONSIDERATION OF INVOICE – SWEET WATER: Dir. Ratayczak presented the Village of Germantown is a member of the Municipal Separate Storm Sewer System (MS4) group from which the Village is required to test storm water outfalls monitoring for effluents that may carry contaminants into the storm water drainage systems. These Municipalities are required to annually perform education & Outreach programs to make residents more aware of how to protect the rivers and lakes. Most Municipalities join forces, utilizing Southeastern Wisconsin Watersheds Trust, Inc (Sweetwater), to perform the education & outreach programs as directed by the WIDNR and MMSD.

In the past the annual fee was around $3,900.00 but with the increase in directives from the WIDNR the annual cost has risen to $12,620.00. Staff does recognize that the cost is reduced by joining in the effort with other Municipalities. Discussion followed.

Motion made by Miller, seconded by Hudson to the payment of the invoice to Southeastern Wisconsin Watersheds Trust, Inc (Sweetwater) in the amount of $12,620.

Motion carried unanimously

WELL #12 – CHANGE ORDER #3: Dir. Ratayczak Change Order #3 in the amount of $17,682.00 is the cost to furnish and install Cementous grout material in the final casing from a depth of 400 feet to 420 feet. The grout was a directive from the Wisconsin Department of Natural Resources and is meant to provide a tight seal between the casing and the rock that the casing terminated. Conforming to Village Change Order procedure staff can issue a Change Order but is required to bring the Change Order to the PWHC for notice and confirmation. Change Order #3 has been approved by staff for the increase of $17,682.00.

MOTION made by Hudson, seconded by Neureuther to approve Change Order #3 not to exceed $17,682

Motion carried unanimously

LANNON/MAPLE ROADS – STATE/MUNICIPAL FINANCIAL AGREEMENT (HSIP GRANT): Dir. Ratayczak presented background to this subject that in the fall of 2019 the Public Works and Highway Committee approved a project to obtain the services of "Traffic Analysis & Design, Inc. (T ADI) to perform a Safety Analysis of the 30 most dangerous intersections in the Village of Germantown as identified by staff from the Villages Police, Fire, Highway and Engineering Department. The intersection determined to have the highest priority is Lannon Rd and Maple Rd. T ADI recommended submitting the project to the WIDOT under the HSIP (Highway Safety Improvement Program) funding program. The Village was awarded the Grant for construction in the year 2024 with a total estimated cost of $808,980.00. Discussion followed.

Motion made by Miller, seconded by Hudson to enter in a State/Municipal Financial Agreement for work to reconstruct the intersection of Mequon/Lannon Rds and Maple Rd and forward with a positive recommendation for approval to the Village Board.

Motion carried unanimously.

CAPSTONE DEVELOPER AGREEMENT: Dir. Ratayczak presented the Capstone-41 Developer Agreement to the PWHC on May 5, 2021 but requested that the Development Agreement discussion/approval be postpone until a future PWHC meeting. This motion was unanimously approved.

Tonight, Staff is bringing the Developers Agreement for the proposed CAPSTONE-41 Development back for discussion/approval by the Public Works and Highway Committee. The Development would be located on the Southside of Holy Hill Road (across from the Briggs & Stratton Facility). The public improvements addressed in the DA are sanitary sewer, roadway and shared use of a Storm Water Drainage Pond (accepts drainage from Holy Hill Rd). Discussion followed.

MOTION made by Kaminski, seconded by Miller to recommend approve the Development Agreement for the CAPSTONE 41 Development and forward to the Village Board as a New Business item.

Motion carried, Hudson opposed

ACCEPTANCE OF IMPROVMENTS – SANITARY/WATERMAIN EXTENSION – HOLY HILL ROAD: Dir. Ratayczak presented The Engineering Department recommends the Final Acceptance of the Holy Hill Road Sanitary Sewer & Water Main Extension -Project. This work was performed by Kruczek Construction, Inc. and extended sanitary sewer and water main from Gateway Crossing westerly to approximately 450 lineal feet west of "B" Street. The Engineering Department along with the Wastewater and Water Utilities recommend Final Acceptance.

MOTION made by Miller, seconded by Neureuther to approve the Final Acceptance of the Holy Hill Road Sanitary Sewer and Water Main Extension Project.

Motion carried unanimously

LETTER OF CREDIT REDUCTION – WRENWOOD SUBDIVISION: Dir. Ratayczak presented the Public Utility and roadway Improvements in the Wrenwood Development (south) have been completed acceptance. Remaining work to meet the Development Agreement requirements is to plant trees in ROW and to constrict a walkway on Country Aire Drive. Currently the Village holds $600,000 in a LOC. Staff recommends that the Public Works and Highway Committee reduce the Bank LOC by $450,000 for a remaining balance of $150,000 for the Wrenwood Development (south).

MOTION made by Miller, seconded by Neureuther to reduce the Line of Credit by $450,000 for the remaining balance of $150,000.

Motion carried unanimously

REQUEST TO USE REMAINING FUNDS TOWARD THE 2022 ANNUAL ROADS IMPROVEMENT PROGRAM: Dir. Ratayczak stated staff received a request from Trustee Myers for approval to use remaining funds received by Washington County related to the jurisdictional transfer of Goldendale Rd. Staff has discussed with the Village Administrator to utilize these same funds towards improvements on Country Aire Dr. Staff would need to develop a project scope and cost estimate to determine if the remaining funds were sufficient. Staff recommends the approval. Discussion followed. Trustee Hudson would like research done if this money is earmarked just for roads or can be used for something else.

MOTION made by Kaminski, seconded by Hudson to move onto the Village Board without a recommendation.

Motion carried unanimously.

PROJECT UPDATES: Plans were reviewed and discussed

NEXT MEETING DATE: Next meeting was set for Tuesday January 4, 2022 at 6:00 pm

ANNOUNCMENTS: None

ADJOURNMENT: Chm. Kaminski adjourned the meeting at 7:13 pm

Jennifer Rozek

Jennifer Rozek

Deputy Clerk/Deputy Treasurer

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
And Village Board GERMANTOWN, WI

MEETING DATE: December 06, 2021 and December 20

AGENDA ITEM: New Business

ITEM TITLE: Squad Purchase

SUBMITTED BY: Lt. Patrick Merten

SUMMARY EXPLANATION:

The Police Department is requesting authorization to purchase two 2022 Ford Police Interceptor Utility vehicles. The two new squads will replace the following marked squads:

Squad 21 – 102,100+ miles currently (estimated 112,000+ by changeover)
Squad 15 – 87,700+ miles currently (estimated 107,000+ by changeover)

The money for the two new squad cars is in the 2022 budget under account 10-521-570-8100. The department has sent out 5 bid requests: Ewald Ford, Kayser Ford, Boucher Ford, Heiser Ford and Soerens Ford.

I have received bids back from Ewald Ford and Kayser Ford. Kayser Ford had a quote of $35,423.00 per car, for a total of $70,846.00 for two 2022 Ford Police Interceptor Utility vehicles. If other bids are received prior to the Public Safety Meeting, they will be submitted. Estimated delivery dates are June or July 2022. (22-24 weeks)

ATTACHMENT: ORDINANCE___ RESOLUTION_____ OTHER X

Bid from Kayser Ford, $35,423.00 per squad – Total of $70,846.00

RECOMMENDATION:

Ewald Automotive Group
Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Germantown Police Department

Prepared For: Lt. Pat Merten

262-253-7780

pmerten@germantownpolice.org

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD

Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote Worksheet

	MSRP
Base Price	$40,980.00
Dest Charge	$1,245.00
Total Options	($165.00)
Subtotal	**$42,060.00**
Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount	($6,133.00)
Subtotal Discount	**($6,133.00)**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$35,927.00**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$35,927.00**

Comments:

2022 Ford Utility Interceptor to the specifications as detailed. Registration fees are not included in quoted price. Payment terms are net 10 days.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 15193. Data Updated: Nov 23, 2021 2:34:00 AM PST.

Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
	Transmission w/Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	80-Amp/Hr 800CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	1670# Maximum Payload
	GVWR: 6,840 lbs (3,103 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion Traction Battery
Exterior	
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW
	Steel Spare Wheel

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Data Version: 15193. Data Updated: Nov 23, 2021 2:34:00 AM PST.

Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior	
	Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Headlamps
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
	Integrated Roof Antenna
	1 LCD Monitor In The Front
Interior	
	8-Way Driver Seat
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Fleet Telematics Modem Selective Service Internet Access
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Systems Monitor
	Redundant Digital Speedometer

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Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Trip Computer
	Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	$40,980.00

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	($3,450.00)

TRANSMISSION

CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
___	3.73 Axle Ratio (STD)	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black	$0.00

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6 -way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
19K	H8 AGM Battery (850 CCA/92-amp)	$110.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
21L	Front Warning Auxiliary LED Lights -inc: driver side - red/passenger side - blue	$550.00
51P	Driver Side Spot Lamp Prep Kit -inc: Does not include spot lamp housing and bulb	$140.00
59E	Keyed Alike - 1435x	$50.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	$895.00
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	$60.00

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Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
17A	Rear Auxiliary Air Conditioning	$610.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	$0.00
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand	$230.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	$25.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	$340.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
60R	Noise Suppression Bonds (Ground Straps)	$100.00
61B	OBD-II Split Connector -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port	$55.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	$75.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	$45.00
	Options Total	**($165.00)**

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Ewald Automotive Group
Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Price Summary

PRICE SUMMARY

		MSRP
	Base Price	$40,980.00
	Total Options	($165.00)
	Vehicle Subtotal	$40,815.00
	Destination Charge	$1,245.00
	Grand Total	**$42,060.00**

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Prepared for: , Germantown Police Dept
N112W16877 Mequon Road
Germantown, WI 53022
Office: 262-253-7780
Email: pmerten@germantownpolice.org

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215



Client Proposal

Prepared by:
Tim Askey
Office: 608-276-0253
Quote ID: TA-111921G
Date: 11/19/2021

Prepared for:
Germantown Police Dept
Prepared by: Tim Askey
11/19/2021

Kayser Commercial Sales | 2303 W Beltline Highway Madison Wisconsin | 53713

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-111921G

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$42,060.00
Subtotal	$42,060.00

Pre-Tax Adjustments

Code	Description	MSRP
WI Muni	WI Municipal Discount	-$6,637.00
Total		$35,423.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-111921G

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$40,980.00
Packages		
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) *(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.*	-$3,450.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-111921G

As Configured Vehicle (cont'd)

Code	Description	MSRP

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	Included
66A	Front Headlamp Lighting Solution Recommend using ultimate wiring package (67U). *Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.* *Includes:* *- Grille LED Lights, Siren & Speaker Pre-Wiring*	$895.00
86T	Tail Lamp/Police Interceptor Housing Only *Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).*	$60.00
43D	Dark Car Feature *Courtesy lamps disabled when any door is opened.*	$25.00
21L	Front Warning Auxiliary LED Lights Recommend using ready for the road package (67H) or ultimate wiring package (67U). *Includes driver side - red/passenger side - blue.*	$550.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included
51P	Driver Side Spot Lamp Prep Kit *Does not include spot lamp housing and bulb.*	$140.00
19V	Rear Camera On-Demand *Allows driver to enable rear camera on-demand.*	$230.00
68G	Rear-Door Controls Inoperable *Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.*	$75.00
18D	Global Lock/Unlock Feature *Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.*	N/C

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215 | Quote ID: TA-111921G

As Configured Vehicle (cont'd)

Code	Description	MSRP
55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.*	$340.00
59E	Keyed Alike - 1435x	$50.00
85R	Rear Console Plate *Contours through 2nd row; channel for wiring.*	$45.00
17A	Rear Auxiliary Air Conditioning	$610.00
19K	H8 AGM Battery (850 CCA/92-amp)	$110.00
60R	Noise Suppression Bonds (Ground Straps)	$100.00
61B	OBD-II Split Connector *Allows up to 2 devices to be connected to the vehicle's OBD-II port.*	$55.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Color		
96_01	Charcoal Black	N/C
Exterior Color		
UM_01	Agate Black	N/C
SUBTOTAL		$40,815.00
Destination Charge		$1,245.00
TOTAL		$42,060.00

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BUSINESS OF THE PUBLIC SAFETY COMMITTEE
And VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: 12/06/2021 and 12/20

AGENDA ITEM: New Business

ITEM TITLE: Sergeant Position

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

I recently presented a plan to reorganize the command structure at the Police Department. That plan included bringing Patrol Sergeants back into the organizational chart. I have attached a memo with a more detailed explanation.

This sergeant position would replace the lieutenant position, vacated by Lt. Tom Schreihart, in October of 2021. A job description for the position of patrol sergeant is attached. It is requested the pay scale be the same as the detective sergeant position.

Wages (2021)	
Lieutenant	$97,593.12
Det. Sgt (mirrors the union contract), $45.62/hr @ 2080 hours	$94,889.60

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER____

RECOMMENDATION:

JOB TITLE Sergeant Assigned As Shift Commander

ORGANIZATIONAL UNIT Patrol

ORGANIZATIONAL RELATIONSHIP Reports to the Captain of Police.

DUTIES AND RESPONSIBILITIES

The Shift Commander of each shift is assigned by the Chief of Police and is designated primarily for the rank of sergeant. The Shift Commander is under the command of the Operations Division Commander and is charged with the overall leadership, supervision and administration of subordinate personnel and total performance of the duties and activities of his assigned shift period.

As liaison to management-level administrators, the Shift Commander must keep them informed of conditions, needs, functional developments and all other pertinent information vital to the objectives and goals of the division and department. The Shift Commander is to ensure that rules and regulations, department general orders, directives and standard operating procedures are carried out by subordinates. The Shift Commander is to conduct thorough and accurate performance/training evaluations of subordinates and shall make recommendations for individual training or instruction for individuals identified as having training deficiencies. He/she shall control the planning and directing of work assignments to obtain maximum efficiency and effectiveness from available personnel and coordinate the review and dissemination of information gathered by subordinates which affects other sections of the department. The Shift Commander also has the responsibility of approving or denying overtime and may initiate commendatory or corrective action involving subordinate employees. The Shift Commander may relieve from duty status any subordinate found in a condition detrimental to the department, or in a condition which impairs that person's ability to perform his/her duties.

The Shift Commander must maintain an in-depth knowledge of federal statutes, state statutes, village ordinances, court cases related to work performed, and department labor agreements.

The Shift Commander may also be called upon to supervise various shifts as assigned and be subject to duty call-out. The Shift Commander is required to carry firearms and may use assigned firearms and other weapons in performance of his/her police enforcement responsibilities. Also, the police enforcement responsibilities may include physical labor and endurance and be hazardous with regard to the physical and mental well-being of the incumbent.

SPECIFIC DUTIES AND RESPONSIBILITIES Appendix D-2

1. Supervises, evaluates, trains and counsels subordinates in the performance of their duties. Coordinates and directs subordinate activities to accomplish the mission, goals and objectives of the department.

2. Inspects and documents observations made of personnel and their equipment. Ensures the standards of the department are adhered to and equipment is properly maintained.

3. Plans, organizes, staffs, directs, coordinates and critiques details, emergency assignments and preventive procedures. Maintains composure and professional decorum during stressful and dangerous situations. Assesses situations, makes decisions and directs the performance of subordinates to contain and alleviate a problem. Responds to situations as a supervisor to resolve hostile situations, often under exceptionally hazardous conditions.

4. Develops and maintains lines of communications with superiors and subordinates to ensure an awareness of activities and events affecting the operation. Coordinates work schedules of subordinates to ensure effective and efficient operations.

5. Operates police radios, listens and responds to radio communications for assistance. Observes and identifies suspects, vehicles/license plates and other objects from varied distances in performance of police responsibilities.

6. Performs police enforcement responsibilities to include participating and/or making arrests or related assignments. Operates departmental pursuit vehicles at a high rate of speed in accordance with department policies and under varying, stressful conditions to apprehend violators and respond to emergency situations.

7. Prepares necessary enforcement reports and documentation for court cases. Appears and testifies in official proceedings.

8. Shall be familiar with village ordinances, state statutes and federal statutes, and take appropriate police action when violations are observed.

9. Provides counseling and recommendations for academic pursuits to upgrade individual performance.

10. Plan, organize and direct personnel activities to facilitate department operations.

11. Accept full responsibility for the operational efficiency and

effectiveness of personnel performing assignments during the assigned shift.

12. Make periodic inspections of police equipment, vehicles and facilities to ensure proper care and maintenance.

13. Check arrests and supervise the custody and treatment accorded prisoners and their property, and ensure that proper reports and records are prepared.

14. Ensure that reports of unusual or major occurrences are submitted to the Operations Division Commander in an accurate and timely fashion.

15. Conduct investigations of accidents and injuries to subordinate personnel and submit required reports to the Division Commander.

16. Attend staff meetings as required by the Division Commander.

17. Supervise the activities of personnel assigned to communications and clerical during times when the Communications Supervisor or Lieutenant of Police is not on duty.

18. Review department reports and documents when Lieutenant of Police is not scheduled or urgency requires immediate action. This review will ensure all incidents are properly documented. The document review will be indicated by entering supervisor's signature in review block of document or supervisor's initials on any document not having signature block.

19. Visit each patrol area and contact the assigned area officer as often as practical, ascertaining whether the assigned officer is in his/her area and performing assigned duties. This includes personnel assigned to special details, such as athletic events or public gatherings.

20. Periodically rides with officers to observe performance and to ensure that orders and other instructions are performed.

21. Prepare performance evaluation reports on subordinates assigned to the shift commander.

22. Respond to, and assume command of, any major crime or emergency until relieved by higher ranking officer. Provide notice of the incident to the Operations Division Commander.

23. Supervise the activities of personnel assigned to communications and clerical during the times when

communications supervisor or Lieutenant of Police are not on duty.

24. Performs other duties as assigned or required.

DESIRABLE SKILLS, KNOWLEDGE AND ABILITIES

The Shift Commander must have a background of demonstrated police knowledge and supervisory ability. The Shift Commander must be proficient in interpersonal skills to motivate subordinates and interact with the public, his/her peers and superiors. The Shift Commander must be familiar with the various collective bargaining agreements that affect his/her subordinates. To successfully manage his/her duties and develop and direct his/her subordinates, the Shift Commander must have strengths in verbal and written communications, and planning and organizing skills. This position requires the rank of departmental sergeant and certification by Wisconsin Training and Standards Bureau. The position also requires possession of a valid Wisconsin driver's license in the appropriate classification required by law.

The Shift Commander should have considerable knowledge of the rules, regulations, policies, procedures, and directives of the department and applicable federal statutes, state statutes and village ordinances. The position also requires considerable knowledge of the streets and physical layout of the community and locations requiring special police attention.

The Shift Commander requires the ability to qualify with department firearms as required by policy. The position also requires the ability to conform with defensive tactics standards as required by policy. The shift commander must have the ability to operate and maintain police vehicles and equipment.

The shift commander position requires a clear speaking voice, the ability to receive, understand and act upon aural instructions through the use of radio, and must be able to visually identify or describe persons, vehicles, locations or other objects at a reasonable distance from a moving motor vehicle. The position also requires the ability to effectively and accurately document enforcement activities in handwritten reports.

RESOLUTION 42-2021

APPRECIATION OF SERVICE TO JANICE WICK

WHEREAS, the Village Board Members, Village Employees, and Citizens would like to express their appreciation and gratitude to Janice Wick for her public service, contributions and dedication while serving the Village from October 1995 – January 2022; and,

WHEREAS, Janice served as Administrative Assistant in the Public Works and Engineering Department during her 26 years with the Village; and,

WHEREAS, in her career with Germantown Janice has had to handle downed trees, flooding, backed up sanitary sewers, water main breaks, garbage collection misses, dead animals, neighbor issues, how do I dispose of my television issues to name a few; and,

WHEREAS, Janice has also had the opportunity to train approximately 6 Village Engineers and 5 Directors of Public Works, who would not have been successful without her guidance; and,

NOW, THEREFORE, BE IT RESOLVED that the Village Board does HEREBY acknowledge the dedication to the GERMANTOWN COMMUNITY that Janice Wick has shown during her service and wishes her well.

Introduced by: _____

Adopted: December 20, 2021

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna Braunschweig, WCMC/CMC
Village Clerk / Treasurer

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 20, 2021

AGENDA ITEM: New Business [REZONING ORDINANCE, CERTIFIED SURVEY MAP & CONDITIONAL USE PERMIT]

ITEM TITLE: David Yurk, agent, Robert Zignego, Property Owner of Lot 38 of the Harvest Hills Subdivision, and Mike & Pamela Madrzak, Property Owners of N116W13444 Elm Lane; Applications to: Rezone 36.964 acres Rs-2 and Rs-3: Single-family Residential to Rs-1: Single-family Residential and A-2: Agricultural; a 3-Lot Certified Survey Map (CSM); and a Conditional Use Permit (CUP) to encroach within the required 25' wetland setback area.

SUBMITTED BY: Emily Zandt, Associate Planner

SUMMARY EXPLANATION:
David Yurk, agent, and Robert Zignego, property owner, are seeking approval of a 3-lot Certified Survey Map (CSM), a Rezoning from Rs-2 and Rs-3: Single-family Residential to Rs-1: Single-family Residential and A-2: Agricultural, and a Conditional Use Permit (CUP) to allow development (driveway construction) within the required 25' wetland setback for the property located north of the Elm Lane and Forest Drive intersection.

The purpose of these applications is to create two lots, each buildable for a single-family dwelling, and to enlarge the existing parcel (containing an existing single-family dwelling) owned by Michael & Pamela Madrzak from 3.87 acres to 7.784 acres. It is the intent of Mr. Zignego to maintain ownership of and to construct a single-family dwelling on proposed Lot 1 (24.179 acres), and to sell proposed Lot 2 (5.001 acres) as a buildable lot.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE rezoning the property from Rs-2 and Rs-3: Single-family Residential to Rs-1: Single-family Residential and A-2: Agricultural as proposed:

Lot 1 – A-2: Agricultural
Lot 2 – Rs-1: Single-family Residential
Lot 3 – Rs-1: Single-family Residential

APPROVE the proposed 3-lot Certified Survey Map (CSM) for the Zignego/Madrzak property to create two buildable lots and increase the acreage of the existing single-family lot, totaling 37.024 acres into three parcels located north of Elm Lane subject to two (2) conditions.

APPROVE a Conditional Use Permit to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 7, 2021 and revised November 11, 2021) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to one (1) condition.

APPLICATION, PLANS & RELATED DOCUMENTS:
All relevant documents, including the rezoning ordinance, CUP resolution, applications, plans, supporting information, the staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

ORDINANCE NO. 16-2021

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

Robert Zignego, Property Owner
Michael & Pamela Madrzak, Property Owners

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the Rs-2: Single-family Residential District and the Rs-3 Single-family Residential District to the Rs-1: Single-family Residential District and the A-2: Agricultural District for the Lot 38 of the Harvest Hills Subdivision (Parcel ID: GTNV: 241-058) and Parcel 2 of CSM 3641 (Parcel ID: GTNV: 242-992) at N116W13444 Elm Lane, as shown in Exhibit 1, and with the following description:

A parcel of land being all of Lot 38 of Harvest Hills and Parcel 2, Washington County Certified Survey Map No. 3641, being a part of the Southeast 1/4 of the Northwest 1/4, Section 24, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows.

COMMENCING at the North Quarter Corner of Section 24; thence S01°46'45"E along the East line of the Northwest 1/4 a distance of 1940.08 feet to the point of beginning; thence continuing S01°46'45"E along said East line a distance of 688.07 feet to the Northerly right-of-way line of Elm Lane, thence S87°58'27"W along said Northerly right-of-way line a distance of 662.27 feet to the Easterly line of Parcel 2, Certified Survey Map No 3641, thence S01°51'27"E along said Easterly line a distance of 7.00 feet to the Northerly right-of-way line of Elm Lane; thence S87°58'27"W along said Northerly line a distance of 372.19 feet to the Westerly line of Parcel 2, Certified Survey Map No 3641; thence N01°51'27"E along said Westerly line a distance of 7.00 feet to the Northerly right-of-way line of Elm Lane; thence S87°58'27"W along said Northerly right-of-way line a distance of 290.05 feet to the West line of the Southeast Quarter of the Northwest Quarter of Section 24, thence N01°56'13"W along said West line a distance 1279.04 feet to the North line of the Southeast Quarter of the Northwest Quarter of Section 24, thence N88°11'29"E along said North line a distance 1186.67 feet to the Westerly line of Outlot 6, Harvest Hills; thence S01°46'45"E along said Westerly line a distance of 585.89 feet to a Southerly line of Outlot 6, Harvest Hills; thence N88°13'15"E along said Southerly line a distance of 141.32 feet to the point of beginning.

Said described lands contains 37.024 Acres (1,612,780 square feet) more or less of land.

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

Introduced by Trustee: _____
Adopted: _____, 2021

Vote: Ayes: _____
Nays: _____

_____
Dean Wolter, Village President

ATTEST:

_____
Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

_____
Brian Sajdak, Attorney

Published:

DRAFT

EXHIBIT 1

ZONING EXHIBIT

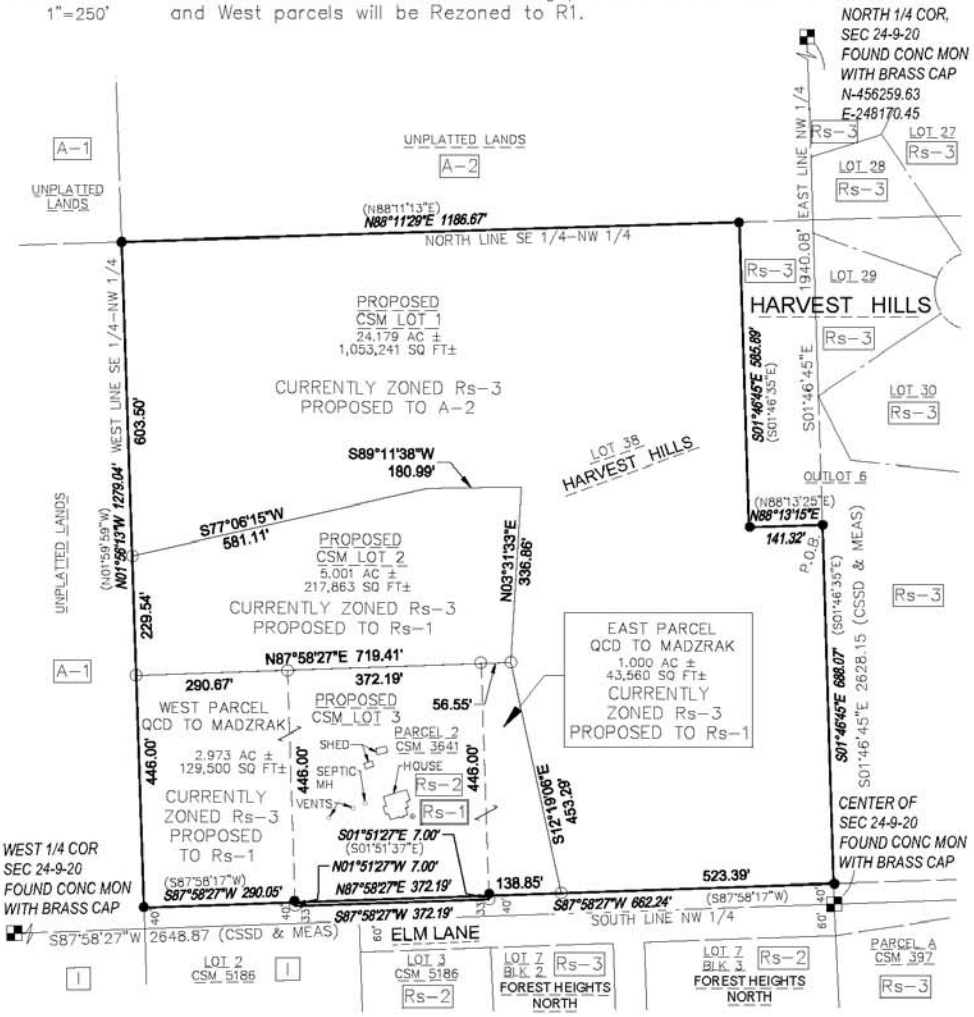
LOT 38 OF HARVEST HILLS, PARCEL 2, CERTIFIED SURVEY MAP NO. 3641, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

BEARING REFERENCE - BEARINGS ARE REFERENCED TO THE WISC. STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH ZONE (NAD83), WITHIN WHICH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24 T9N, R20E, HAS AN ASSUMED BEARING OF N01°46'45"E (PER CSSD AS REVISED JAN 2019)

N W E S

0 125' 250'
1"=250'

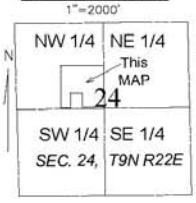
NOTES:
Bob Zignego is selling to Mike and Pamela Madzrak the West 2.973 acre parcel and the East 1.00 acre parcel adjacent to Mike and Pamela's parcel being Parcel 2, CSM 3641, Tax ID: GTNV_242992. Madzrak will combine the East and West parcels to his existing parcel into one Parcel via a CSM. Madzrak's existing parcel is zoned R2. The East and West parcels will be Rezoned to R1.



LEGEND

- ○ IRON REBAR SET (#6 REBAR X 18", 1.50lbs./LIN. FT.)
- ● IRON PIPE FOUND (1" IRON PIPE UNLESS NOTED)
- PLSS MONUMENT FOUND
- ( ) RECORDED AS
- Rs-1 PROPOSED ZONING DESIGNATION
- Rs-1 ZONING DESIGNATION
- • WELL

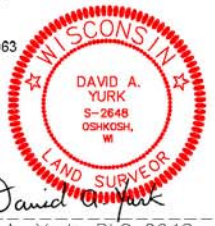
VICINITY MAP
1"=2000'



SURVEYOR:
DAVID A. YURK
PAYNE & DOLAN INC.
W6380 DESIGN DRIVE
GREENVILLE, WI. 54945

OWNER Parcel 2, CSM 3641:
MICHAEL MADRZAK & PAMELA MADRZAK
N116W13444 ELM AVE
GERMANTOWN, WI. 53022
PHONE# 414-477-5028
TAX KEY: GTNV_242992
TITLE DEED: DOC#1477063
ZONING: RS2 SINGLE FAMILY RESIDENTIAL

OWNER Lot 38 Harvest Hills:
ROBERT ZIGNEGO
N120W17520 FREISTADT ROAD
GERMANTOWN, WI. 53022
PHONE# 262-707-9757
TAX KEY: GTNV_241058
TITLE DEED: DOC#1533594
ZONING: RS3 SINGLE FAMILY RESIDENTIAL



David A. Yurk, PLS 2648
DATED November 19, 2021 SHEET 1 OF 1

CUP # 07 – 21 Document No.	CONDITIONAL USE PERMIT Document Title

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT

Whereas the Applicant:

Robert Zignego, Property Owner

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant to allow development within the 25' wetland setback area as presented in the Wetland Exhibit Map dated November 19, 2021 (attached as Exhibit 1), the mitigation plan dated November 11, 2021, and seeding plan dated November 30, 2021 dated pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code.

Name & Return Address:
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Parcel Identification No:
GTNV 241-058

On the following described property located in the Village of Germantown, Washington County, Wisconsin:

Property Description: PART OF LOT 38, HARVEST HILLS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

Tax Key No: GTNV 241-058
Location: North of Elm Lane and Forest Drive Intersection

Pursuant to the following condition(s):

1. The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the natural grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2022 for a period of three (3) years.

DRAFT

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2021.

ATTEST: _____
Dean Wolter, Village President

_____
Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this _____ day of _____, 2021, the above named Dean Wolter, Village President, and _____, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

DRAFT

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER
Robert Zigengo, Property Owner, hereby accepts the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ___ day of _____,2021

_Robert Zignego_____
{type or print name on this line}

_____
{signature on this line}
Robert Zignego

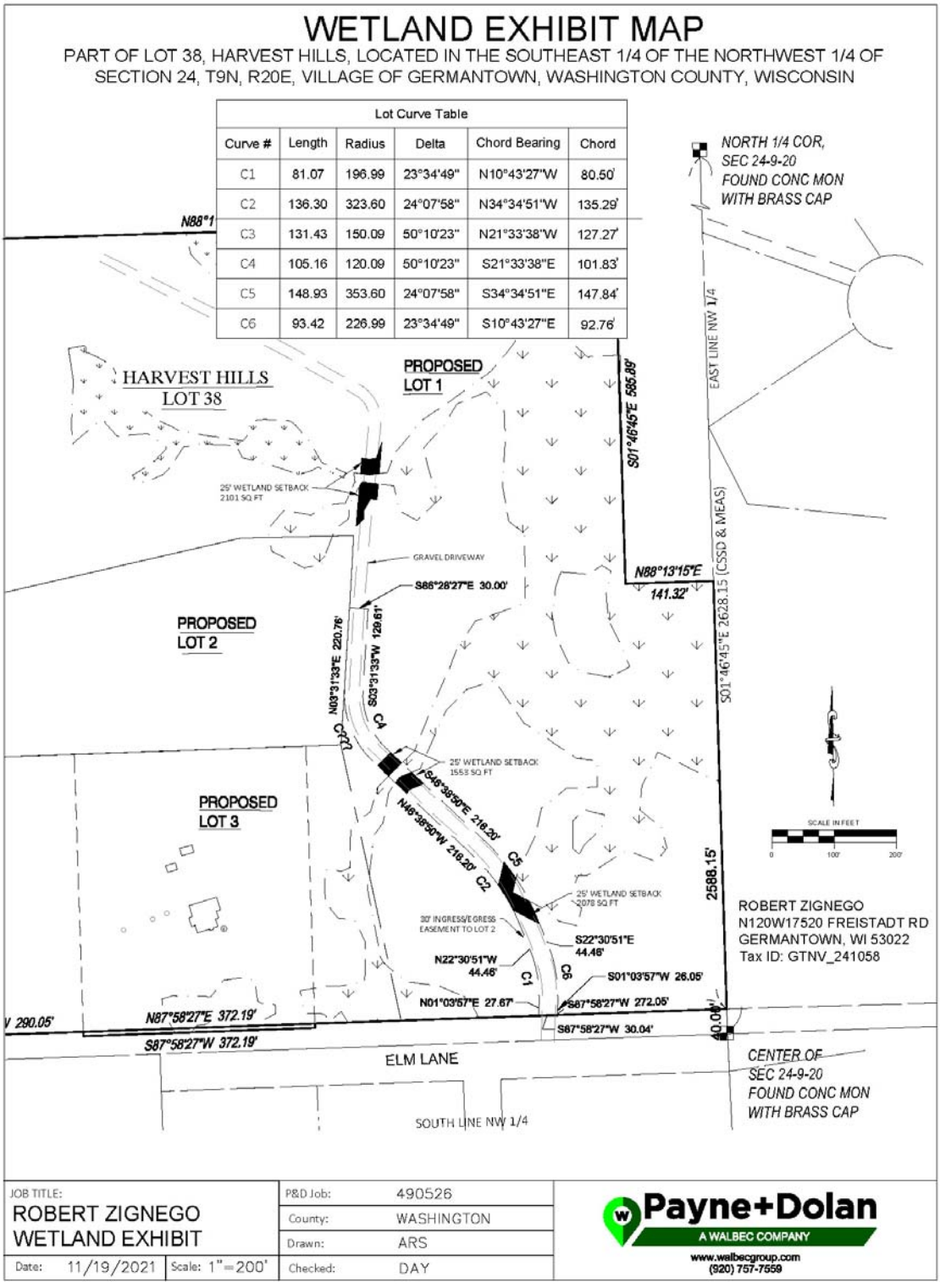
STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2021, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

DRAFT

This instrument was drafted by:
Emily Zandt, AICP
Associate Planner/Zoning Administrator
Village of Germantown, Wisconsin

EXHIBIT 1


WETLAND EXHIBIT MAP
PART OF LOT 38, HARVEST HILLS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
Lot Curve Table
Curve # | Length | Radius | Delta | Chord Bearing | Chord
C1 | 81.07 | 196.99 | 23°34'49" | N10°43'27"W | 80.50'
C2 | 136.30 | 323.60 | 24°07'58" | N34°34'51"W | 135.29'
C3 | 131.43 | 150.09 | 50°10'23" | N21°33'38"W | 127.27'
C4 | 105.16 | 120.09 | 50°10'23" | S21°33'38"E | 101.83'
C5 | 148.93 | 353.60 | 24°07'58" | S34°34'51"E | 147.84'
C6 | 93.42 | 226.99 | 23°34'49" | S10°43'27"E | 92.76'
NORTH 1/4 COR, SEC 24-9-20 FOUND CONC MON WITH BRASS CAP
HARVEST HILLS LOT 38
PROPOSED LOT 1
PROPOSED LOT 2
PROPOSED LOT 3
25' WETLAND SETBACK 2101 SQ FT
GRAVEL DRIVEWAY
S86°28'27"E 30.00'
N03°31'33"E 220.76'
S03°31'33"W 129.61'
25' WETLAND SETBACK 1553 SQ FT
N46°38'50"W 218.20'
S46°38'50"E 218.20'
25' WETLAND SETBACK 2078 SQ FT
30' INGRESS/EGRESS EASEMENT TO LOT 2
S22°30'51"E 44.46'
N22°30'51"W 44.46'
S01°03'57"W 26.05'
N01°03'57"E 27.67'
S87°58'27"W 272.05'
S87°58'27"W 30.04'
N87°58'27"E 372.19'
S87°58'27"W 372.19'
290.05'
ELM LANE
SOUTH LINE NW 1/4
EAST LINE NW 1/4
S01°46'45"E 585.89'
N88°13'15"E 141.32'
S01°46'45"E 2628.15 (CSSD & MEAS)
2588.15'
40.00'
SCALE IN FEET
0
100'
200'
ROBERT ZIGNEGO
N120W17520 FREISTADT RD
GERMANTOWN, WI 53022
Tax ID: GTNV_241058
CENTER OF SEC 24-9-20 FOUND CONC MON WITH BRASS CAP
JOB TITLE:
ROBERT ZIGNEGO
WETLAND EXHIBIT
Date: 11/19/2021
Scale: 1"=200'
P&D Job: 490526
County: WASHINGTON
Drawn: ARS
Checked: DAY
Payne+Dolan
A WALBEC COMPANY
www.walbecgroup.com
(920) 757-7559

CERTIFIED SURVEY MAP (CSM), REZONING, & CONDITIONAL USE PERMIT (CUP) APPLICATIONS

12/13/21 Plan Commission Meeting

DAVID YURK, PAYNE AND DOLAN INC / ROBERT ZIGNEGO

Planning & Zoning Report **Germantown, Wisconsin**

Summary

David Yurk, agent, and Robert Zignego, property owner, are seeking approval of a revised 3-lot Certified Survey Map (CSM), Rezoning from Rs-2 and Rs-3: Single-family Residential to Rs-1: Single-family Residential and A-2: Agricultural, and a Conditional Use Permit (CUP) to allow development within the required 25' wetland setback for the property located north of the Elm Lane and Forest Drive intersection.

Location: Lot 38 of the Harvest Hills Subdivision
North of the Elm Lane /Forest Drive intersection

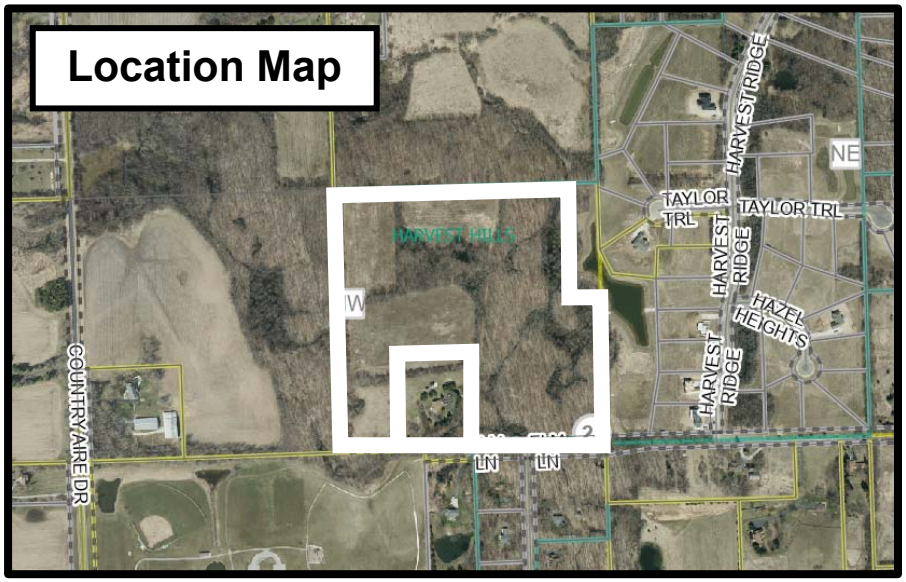
Applicant/
Property Owner:

David Yurk
Payne and Dolan INC
W6830 Design Drive
Greenville, WI 54942

Robert Zignego
N120W17520 Freistadt Road
Mike & Pamela Madrzak
N116W13444 Elm Lane
Germantown, WI

Current Zoning District: Rs-2 & Rs-3: Single-family Residential
Proposed Zoning District: Rs-1 & A-2: Single-family Residential & Agricultural

Adjacent Land Uses		Zoning
North	Natural Area /Open Space	A-2
South	Institutional / Residential	I / Rs-2 / Rs-3
East	Residential	Rs-3
West	Agricultural	A-1



Background

At their November 8, 2021 meeting, the Plan Commission recommended approval of the proposed rezoning of the property as recommended by staff. The Plan Commission voted to postpone the Certified Survey Map (CSM) and Conditional Use Permit (CUP) applications in order to review revised documents at an upcoming meeting. Since then, the applicant has resubmitted the application documents with changes recommended by staff and the Plan Commission. This staff report reflects the revised application.

Proposal

David Yurk, agent, and Robert Zignego, property owner, are seeking approval of a revised 3-lot Certified Survey Map (CSM), Rezoning from Rs-2 and Rs-3: Single-family Residential to Rs-1: Single-family Residential and A-2: Agricultural, and a Conditional Use Permit (CUP) to allow development within the required 25' wetland setback for the property located north of the Elm Lane and Forest Drive intersection.

The purpose of these applications is to create two lots, each buildable for a single-family dwelling, and to enlarge the existing parcel (containing an existing single-family dwelling) owned by Michael & Pamela Madrzak from 3.87 acres to 7.784 acres. It is the intent of Mr. Zignego to maintain ownership of and to construct a single-family dwelling on proposed Lot 1 (24.179 acres), and to sell proposed Lot 2 (5.001 acres) as a buildable lot.

CSM

The proposed CSM includes the following:

Lot 1 – 24.179 acres, buildable for a single-family dwelling
Lot 2 – 5.001 acres, buildable for a single-family dwelling
Lot 3 – 7.784 acres, contains an existing single-family dwelling

Access to Lot 1 and Lot 2 will be off of Elm Lane. A 30' Ingress/egress easement is included on Lot 1 for the purposes of accessing Lot 2. Lot 3 will continue to take access off Elm Lane.

Rezoning

The rezoning requested for each of the lots are listed below. The proposed rezoning was recommended for approval by the Plan Commission as their November 8, 2021 meeting.

<u>Proposed Zoning</u>

Lot 1 – A-2: Agricultural (minimum 10-acre lot size)
Lot 2 – Rs-1: Single-family Residential (minimum 5-acre lot size)
Lot 3 – Rs-1: Single-family Residential (minimum 5-acre lot size)

CUP

As shown on the CSM, proposed Lot 1 contains a significant amount of wetland, which was disturbed with the installation of the driveway that will eventually serve Lots 1 and 2. Proper permits were received from the DNR and the Army Corp of Engineers to cross

the wetland with the driveway, however the property owner did not inquire with the Village of Germantown regarding necessary permits prior to constructing the driveway. The driveway was also constructed prior to obtaining approval of the proposed CUP and CSM. If the proposed driveway route and land division were discussed with Village staff prior to the work being completed, encroachment into the wetland setback may have been avoided.

Although the Village's Shoreland-Wetland Code requires a 25' setback from all DNR-approved delineated wetlands (regardless of size or location), the Village may allow development within the 25' wetland and 75' waterway setbacks with a CUP. However, Section 24.04 of the Code only allows development within these setback areas if additional protection and/or compensation for the affected area(s) is provided at a 1:1 ratio (for "horizontal" development) and a 2:1 ratio (for "vertical" development having impervious surface or a grade change greater than 3' height). Said protection and compensation is typically provided in the form of additional vegetative buffering, invasive species removal, or other measures that are intended to provide additional protection to the actual wetland areas and/or navigable waterway to/from which the setbacks apply.

As detailed in the attached mitigation plan, dated October 7, 2021 and revised November 11, 2021 to include the full extent of the encroachment into the wetlands, the total area impacted by the driveway within the required 25' setback was 5,732 square feet. The submitted plan proposed seeding the sides of the driveway with a natural grass mix in an area equivalent to 5,732 square feet, meeting the required 1:1 mitigation area ratio.

Staff Comment

The setbacks shown on the CSM need to be fixed to reflect the proposed lots, rather than the existing lots. This has been added as a condition of approval and shall be submitted for review and approval prior to the recording of the CSM.

The Ingress/egress easement across Lot 1 is permitted under the Subdivision Code Chapter 18.07(1)(d) Private Streets. This section includes minimum standards for Private Streets that include shared driveways and private lands intended to serve 2 to 15 lots.

Fire Chief Delain has reviewed the proposed driveway and has indicated that a turn-around sufficient for fire apparatus needs to be included on the north end of the driveway. The property owner shall design and construct a turn-around agreed upon and approved by the Fire Chief. This has been added as a condition of approval.

Planning & Zoning Staff support the revised mitigation plan submitted by the applicant. An annual monitoring report will be required for three (3) years as a part of the project. This has been added as a condition of approval.

Village Engineer/Public Works Department
The Village's engineering consultant and Public Works Director have provided a memo dated 11/4/21 in which technical corrections and code requirements were identified by GRAEF surveyor, Burt Naumann. The revised CSM was reviewed by the engineering and all comments have been addressed.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 3-lot Certified Survey Map (CSM) for the Zignego/Madrzak property to create two buildable lots and increase the acreage of the existing single-family lot, totaling 37.18 acres into three parcels located north of Elm Lane subject to the following conditions:

1. The setback lines shown on the CSM shall be corrected to reflect the proposed lots rather than the existing lots. These revisions shall be submitted to Planning Staff for review and approval prior to recording the CSM.
2. The Property Owner shall construct a turn-around for fire apparatus on the north end of the private gravel driveway. Said turn-around design shall be agreed upon and approved by the Village Fire Chief and shall be constructed prior to the issuance of any building permits for proposed Lots 1 or 2.

APPROVE a Conditional Use Permit to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 7, 2021 and revised November 11, 2021) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the natural grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2022 for a period of three (3) years.

CERTIFIED SURVEY MAP (CSM), REZONING, & CONDITIONAL USE PERMIT (CUP) APPLICATIONS

11/8/21 Plan Commission Meeting

DAVID YURK, PAYNE AND DOLAN INC / ROBERT ZIGNEGO

Planning & Zoning Report **Germantown, Wisconsin**

Summary

David Yurk, agent, and Robert Zignego, property owner, are seeking approval of a 3-lot Certified Survey Map (CSM), Rezoning from Rs-3: Single-family Residential to Rs-1: Single-family Residential and Rs-2: Single-family Residential, and a Conditional Use Permit (CUP) to allow development within the required 25' wetland setback for the property located north of the Elm Lane and Forest Drive intersection.

Location: Lot 38 of the Harvest Hills Subdivision
North of the Elm Lane /Forest Drive intersection

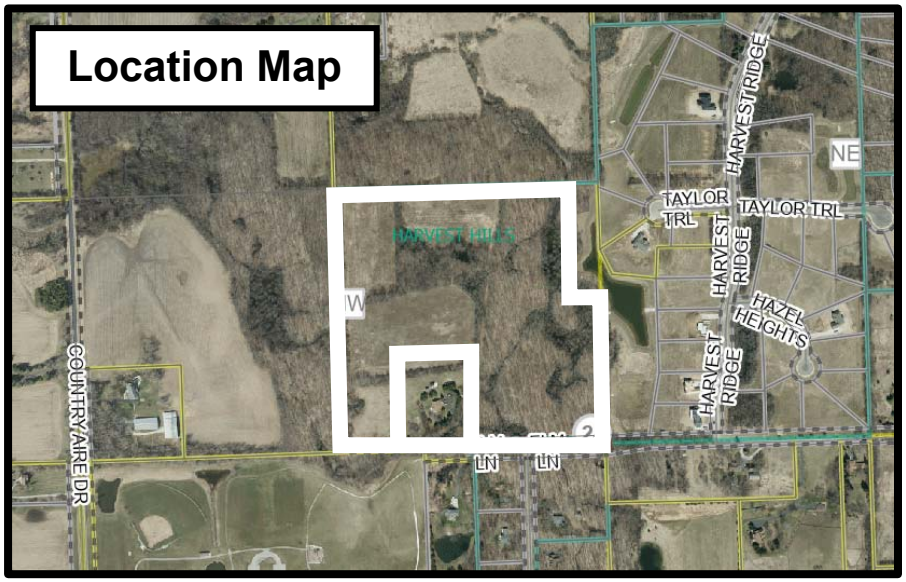
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David Yurk
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W6830 Design Drive
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Robert Zignego
N120W17520 Freistadt Road
Mike & Pamela Madrzak
N116W13444 Elm Lane
Germantown, WI

Current Zoning District: Rs-2 & Rs-3: Single-family Residential
Proposed Zoning District: Rs-1 & Rs-2: Single-Family Residential

Adjacent Land Uses		Zoning
North	Natural Area /Open Space	A-2
South	Institutional / Residential	I / Rs-2 / Rs-3
East	Residential	Rs-3
West	Agricultural	A-1



Proposal

David Yurk, agent, and Robert Zignego, property owner, are seeking approval of a 3-lot Certified Survey Map (CSM), Rezoning from Rs-3: Single-family Residential to Rs-1: Single-family Residential and Rs-2: Single-family Residential, and a Conditional Use Permit (CUP) to allow development within the required 25' wetland setback for the property known as Lot 38 of the Harvest Hills Subdivision, located north of the Elm Lane and Forest Drive intersection.

The purpose of these applications is to create two lots, each buildable for a single-family dwelling, and to enlarge the existing parcel (containing an existing single-family dwelling) owned by Michael & Pamela Madrzak from 3.87 acres to 7.844 acres. It is the intent of Mr. Zignego to maintain ownership of and to construct a single-family dwelling on proposed Lot 1 (24.593 acres), and to sell proposed Lot 2 (4.602) as a buildable lot.

CSM

The proposed CSM includes the following:

Lot 1 – 24.593 acres, buildable for a single-family dwelling
Lot 2 – 4.602 acres, buildable for a single-family dwelling
Lot 3 – 7.844 acres, contains an existing single-family dwelling

Access to Lot 1 and Lot 2 will be off of Elm Lane. A 30' Ingress/egress easement is included on Lot 1 for the purposes of accessing Lot 2. Lot 3 will continue to take access off Elm Lane.

Rezoning

The rezoning requested for each of the lots are listed below.

Proposed Zoning

Lot 1 – Rs-1: Single-family Residential (minimum 5-acre lot size)
Lot 2 – Rs-2: Single-family Residential (minimum 2-acre lot size)
Lot 3 – Rs-2: Single-family Residential (minimum 2-acre lot size)

CUP

As shown on the CSM, proposed Lot 1 contains a significant amount of wetland, which was disturbed with the installation of the driveway that will eventually serve Lots 1 and 2. Proper permits were received from the DNR and the Army Corp of Engineers to cross the wetland with the driveway, however the property owner did not inquire with the Village of Germantown regarding necessary permits prior to constructing the driveway. The driveway was also constructed prior to obtaining approval of the proposed CUP and CSM. If the proposed driveway route and land division were discussed with Village staff prior to the work being completed, encroachment into the wetland setback may have been avoided.

Although the Village's Shoreland-Wetland Code requires a 25' setback from all DNR-approved delineated wetlands (regardless of size or location), the Village may allow

development within the 25' wetland and 75' waterway setbacks with a CUP. However, Section 24.04 of the Code only allows development within these setback areas if additional protection and/or compensation for the affected area(s) is provided at a 1:1 ratio (for "horizontal" development) and a 2:1 ratio (for "vertical" development having impervious surface or a grade change greater than 3' height). Said protection and compensation is typically provided in the form of additional vegetative buffering, invasive species removal, or other measures that are intended to provide additional protection to the actual wetland areas and/or navigable waterway to/from which the setbacks apply.

As detailed in the attached mitigation plan, dated October 7, 2021, the total area impacted by the driveway within the required 25' setback was 3,631 square feet. The submitted plan proposed seeding the sides of the driveway with a natural grass mix in an area equivalent to 3,631 square feet, meeting the required 1:1 mitigation area ratio.

Staff Comment

The proposal is consistent with the Future Land Use Map designation of Rural Residential which requires lots to be a minimum of 1 acre in size.

Planning Staff is recommending alternative zoning for these parcels to better align with the intent of each zoning district, to provide greater flexibility in uses (i.e. horses and other agricultural uses/structures), and to allow more square footage for residential accessory structures on the residentially zoned properties (Lots 2 & 3).

Proposed Zoning

Lot 1 – Rs-1: Single-family Residential (minimum 5-acre lot size)
Lot 2 – Rs-2: Single-family Residential (minimum 2-acre lot size)
Lot 3 – Rs-2: Single-family Residential (minimum 2-acre lot size)

Staff Recommended Zoning

Lot 1 – A-2: Agricultural (minimum 10-acre lot size)
Lot 2 – Rs-1: Single-family Residential (minimum 5-acre lot size)*
Lot 3 – Rs-1: Single-family Residential (minimum 5-acre lot size)

*A rezoning to the Rs-1 District would require Lot 2 to be increased in size to a minimum of 5 acres. Staff recommends modifying the CSM so that Lot 2 is a minimum of 5 acres in size.

The Ingress/egress easement across Lot 1 is permitted under the Subdivision Code Chapter 18.07(1)(d) Private Streets. This section includes minimum standards for Private Streets that include shared driveways and private lands intended to serve 2 to 15 lots.

Proper permits were received from the DNR and Army Corp of Engineers to cross the wetland with the driveway, however the property owner did not inquire with the Village

of Germantown regarding necessary permits prior to constructing the driveway. The driveway was also constructed prior to obtaining approval of the proposed CUP and CSM. If the proposed driveway route and land division were discussed with Village staff prior to the work being completed, encroachment into the wetland setback may have been avoided.

Additional information on the proposed mitigation plan is needed. Staff is requesting a detailed drawing of the location of the proposed seeding to be submitted and approved administratively. Further, given the amount of wetland on proposed Lot 1, staff is recommending the proposed lots be reconfigured so that access may be obtained to the buildable areas on Lots 1 & 2 without further encroachment into the required 25' setback from the wetlands on the property. This has been added as a condition of approval for the proposed CSM.

Village Engineer/Public Works Department
The Village's engineering consultant and Public Works Director have provided a memo dated 11/4/21 in which technical corrections and code requirements were identified by GRAEF surveyor, Burt Naumann.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 3-lot Certified Survey Map (CSM) for the Zignego/Madrzak property to create two buildable lots and increase the acreage of the existing single-family lot, totaling 37.18 acres into three parcels located north of Elm Lane subject to the following conditions:

1. All technical issues and plan corrections identified by the Village Public Works Director and consultant engineer in a memo dated November 4, 2021 shall be addressed and reflected in a revised CSM submitted and approved by the Public Works Department prior to taking the application to the Village Board for final action.
2. Proposed Lot 2 shall be increased in size to meet the 5-acre minimum in the Rs-1 Single-family Residential District.
3. The proposed lots shall be reconfigured to allow access to the buildable areas on Lots 1 and 2 without additional encroachment within the required 25' setback from the delineated wetlands.

APPROVE rezoning of the 37.18-acre property from Rs-2: Single-family Residential and Rs-3: Single-family Residential to A-2: Agricultural to Rs-1: Single-family Residential, as proposed by Village Staff:

Lot 1 – A-2: Agricultural
Lot 2 – Rs-1: Single-family Residential
Lot 3 – Rs-1: Single-family Residential

APPROVE a Conditional Use Permit to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 7, 2021) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the natural grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2022 for a period of three (3) years.
2. A detailed drawing of the location for the proposed seeding shall be submitted to the Village Planner for review and approval within 30 days of the CUP approval.

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

November 4, 2021

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Zignego / Madrzak CSM Review

Certified Survey Map

Applicant or Owner: Robert Zignego / Michael and Pamela Madrzak
Land Surveyor/Firm: David Yurk / Payne & Dolan Inc.

1. Building setback lines are to be mapped and dimensioned.
2. Label document that previously dedicated Elm Lane right of way.
3. The Bearing Reference should be labeled as **S** 01 46 45 E.
4. All existing utility and drainage easements with recording information will be shown and dimensioned.
5. All wetlands will be delineated by an approved and certified wetland specialist.
6. All wetland mapping will be done by a Professional Land Surveyor registered in the State of Wisconsin.
7. The Range identified in the Vicinity Map should be labeled R **20** E.
8. Should stream and wetland setback lines be shown on the Certified Survey Map document, the following note will be added:

   "Development within these setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code."

9. Limits and elevation of 100-year flood plain line should be shown, if applicable.
10. On Sheet 1 refer to Exhibit A vs. Detail A.
11. Existing and proposed Zoning should be labeled on the CSM.
12. The word "dedicated" should be included in the 2nd and 5th paragraphs of the Surveyor's Certificate.

13. The bearing in the 5th sentence of the legal description should be labeled as **N** 01 51 27 **W**.

14. The bearing in the 7th sentence of the legal description should be labeled as **S** 01 51 27 **E**.

15. The first paragraph of the Mortgage Certificate on Sheet 6 incorrectly spells Robert.

16. The west line of the parent parcel has a total distance of 1279.04', however when adding up the three distances along that line there is a 2' shortage.

17. There appears be a discrepancy in acreage for Lot 2 and also the total acreage as listed in the legal description.

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.

T:\Engineering\Planning Commission Review\Bob\2020\10\Leszczynski-Schneider CSM.doc08\ Moldmakers-rozite csm docx

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.

Sincerely,



Burt J. Naumann, PLS
Senior Vice President

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRAEF

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November 4, 2021

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Zignego / Madrzak CSM Review

Certified Survey Map

Applicant or Owner: Robert Zignego / Michael and Pamela Madrzak
Land Surveyor/Firm: David Yurk / Payne & Dolan Inc.

1. Building setback lines are to be mapped and dimensioned. ADDED
2. Label document that previously dedicated Elm Lane right of way. ADDED
3. The Bearing Reference should be labeled as **S** 01 46 45 E. REVISED
4. All existing utility and drainage easements with recording information will be shown and dimensioned. NONE IN PARCEL
5. All wetlands will be delineated by an approved and certified wetland specialist. NOTED BY WHOM AND DATE
6. All wetland mapping will be done by a Professional Land Surveyor registered in the State of Wisconsin. DONE BY P.L.S.
7. The Range identified in the Vicinity Map should be labeled R **20** E. REVISED
8. Should stream and wetland setback lines be shown on the Certified Survey Map document, the following note will be added: ADDED SETBACKS ON MAP AND NOTE PAGE #3

   "Development within these setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code."

9. Limits and elevation of 100-year flood plain line should be shown, if applicable. NONE IN PARCEL
10. On Sheet 1 refer to Exhibit A vs. Detail A. REVISED
11. Existing and proposed Zoning should be labeled on the CSM. ADDED
12. The word "dedicated" should be included in the 2nd and 5th paragraphs of the Surveyor's Certificate. ADDED

13. The bearing in the 5th sentence of the legal description should be labeled as **N** 01 51 27 **W.** THE S.E. BEARING IS CORRECT AND RUNNING IN THE S.E DIRECTION ON MAP AND LEGAL
14. The bearing in the 7th sentence of the legal description should be labeled as **S** 01 51 27 **E.** THE N.W. BEARING IS CORRECT AND RUNNING IN THE N.W. DIRECTION ON MAP AND LEGAL
15. The first paragraph of the Mortgage Certificate on Sheet 6 incorrectly spells Robert. REVISED
16. The west line of the parent parcel has a total distance of 1279.04', however when adding up the three distances along that line there is a 2' shortage. CORRECTED
17. There appears be a discrepancy in acreage for Lot 2 and also the total acreage as listed in the legal description. CORRECTED

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.

T:\Engineering\Planning Commission Review\Bob\2020\10\Leszczynski-Schneider CSM.doc08\ Moldmakers-rozite csm docx

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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

Village of Germantown
...Willkommen

Fee must accompany application
☐ $2,900 with public improvements
☐ $1,960 no public improvements

Paid_____ Date_____

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 Yurk
Payne and Dolan INC
W6830 Design Drive
Greenville WI. 549425
Phone (920) 213-5523
Fax ( )
E-Mail DYurk@walbecgroup.com

PROPERTY OWNER

Robert Zignego
N120W17520 Freistadt Road, Germantown
Mike & Pamela Madrzak
N116W13444 Elm Lane, Germantown
Phone (262) 707-9757 Zignego
PHONE (414) 477-5028

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
Parcel of land North of the intersection Elm Lane & Forest Drive	GTNV241058, GTNV242992

3 PURPOSE OF LAND SPLIT

Transfer land to Mike and Pamela Madrzak and combine with their parcel, and spilt the remanant into 2 lots. Lot 1 for Zignego house. Lot 2 to potentially sell	Will the land split require rezoning? yes	
	From R3	To R1 & R2

4 READ AND INITIAL THE FOLLOWING:

X 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.

X 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.

X 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.

X 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!

David Yurk 9-1-2021
Applicant Date

Owner 9-1-21
Date

M Madrzak P. MADRZAK 9-01-2021

Village of Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

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

Date Paid: _____ Received by:_____

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1

APPLICANT OR AGENT	PROPERTY OWNER
David Yurk	Robert Zignego
Payne and Dolan INC.	
W6830 Greenville Drive	N120W17520 Freistadt Road
Greenville WI 54942	Germantown WI. 53022
Phone (920)213-5523	Phone (262) 707-9757
E-Mail DYurk@Walbecgroup.com	E-Mail bob@zignego.com

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
Parcel of land North of the intersection of Elm Lane and Forest Drive	**GTNV_241058**

3

REZONING REQUEST

FROM	TO
R3	R1 & R2

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

All of Lot 38 of Harvest Hills, being a part of the Southeast 1/4 of the Northwest 1/4, Section 24, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

5 PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.
Bob is subdividing his Tax Parcel GTNV_241058 into a 3 Lot CSM. The parcel is curently zoned R3. Lot 1 of the proposed CSM will be rezoned R1. Bob Zignego plans on building a house on that lot in the future. Lot 2 of the proposed CSM will be rezoned R2. Proposed Lot 2 is currently an open field which at some point Zignego plans on selling. Lot 3 incorporates lands that is owned by Mike and Pamela Madrzak. Zignego is selling a lands to the East and West of the Madzrak's parcel to Madzrak. Those lands Zignego are selling to Madzrak needs to be zoned R2 to be combined in the proposed CSM with Madzrak parcel which is currently zoned R2.

6 SUPPORTING DOCUMENTATION:

☐ Plat of Survey (1:100)

☐ Site Plan and elevations for new construction (can be conceptual)

7 READ AND INITIAL THE FOLLOWING:

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

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

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

__X__ I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and time frame.

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

David Yurk
Applicant Date

Owner Date

CERTIFIED SURVEY MAP NO - _____

LOT 38 OF HARVEST HILLS, PARCEL 2, CERTIFIED SURVEY MAP NO. 3641, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

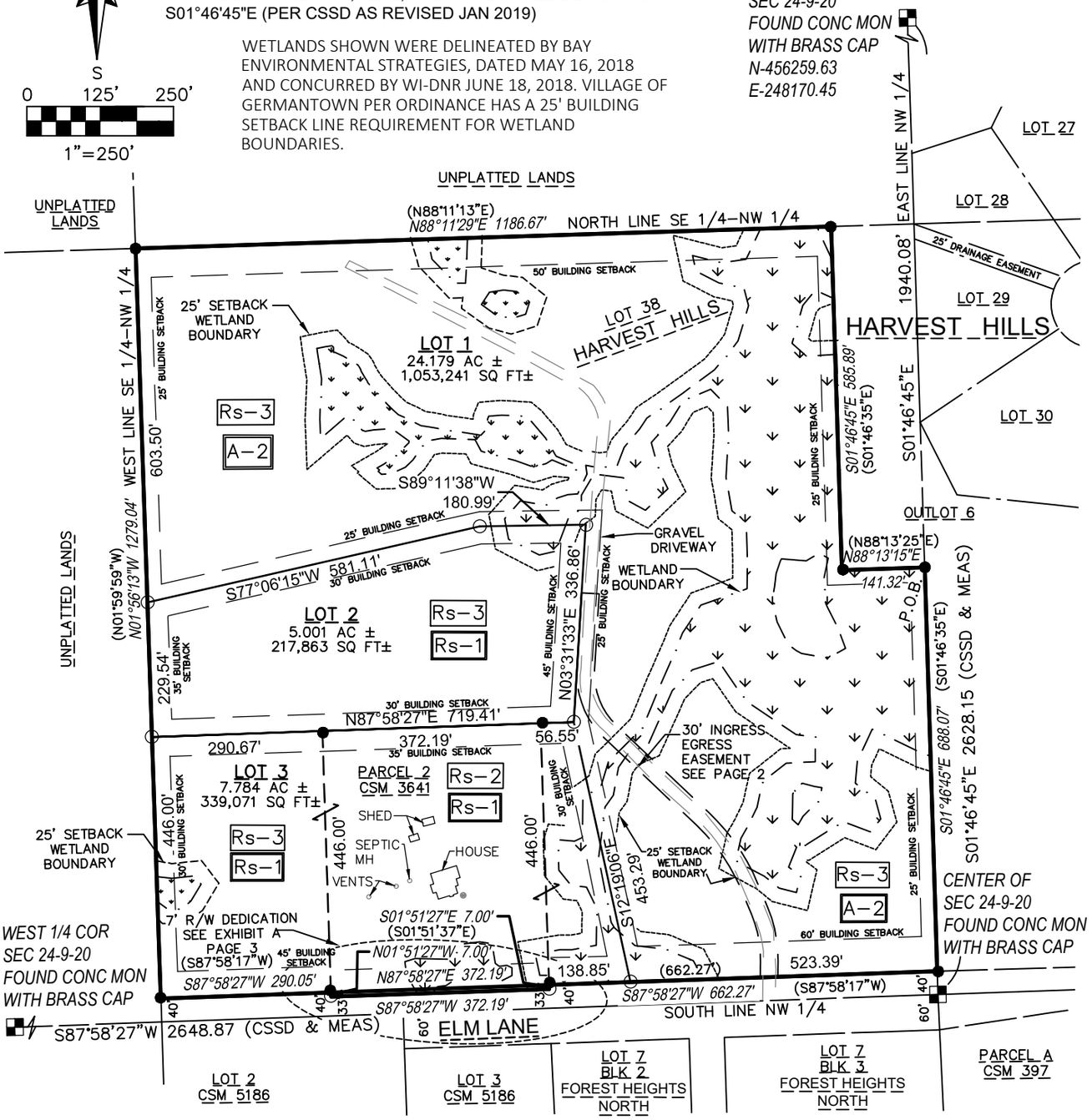
N W E S

0 125' 250'

1"=250'

BEARING REFERENCE - BEARINGS ARE REFERENCED TO THE WISC. STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH ZONE (NAD83), WITHIN WHICH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24 T9N, R20E, HAS AN ASSUMED BEARING OF S01°46'45"E (PER CSSD AS REVISED JAN 2019)

WETLANDS SHOWN WERE DELINEATED BY BAY ENVIRONMENTAL STRATEGIES, DATED MAY 16, 2018 AND CONCURRED BY WI-DNR JUNE 18, 2018. VILLAGE OF GERMANTOWN PER ORDINANCE HAS A 25' BUILDING SETBACK LINE REQUIREMENT FOR WETLAND BOUNDARIES.



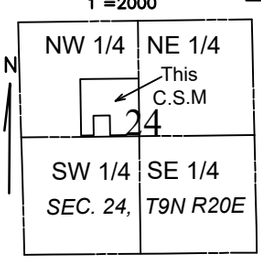
ELM LANE R/W DEDICATED BY HARVEST HILLS FOREST HEIGHTS NORTH CSM'S 5186 AND 3641

LEGEND

- ○ IRON REBAR SET (#6 REBAR X 18", 1.50lbs./LIN. FT.)
- ● IRON PIPE FOUND (1" IRON PIPE UNLESS NOTED)
- Rs-1 EXISITING ZONING DESIGNATION
- Rs-1 PROPOSED ZONING DESIGNATION
- ■ PLSS MONUMENT FOUND
- ( ) RECORDED AS
- WETLANDS
- WELL

VICINITY MAP

1"=2000'



SURVEYOR:
DAVID A. YURK
PAYNE & DOLAN INC.
W6380 DESIGN DRIVE
GREENVILLE, WI. 54945

OWNER Parcel 2, CSM 3641:
MICHAEL MADRZAK & PAMELA MADRZAK
N116W13444 ELM AVE
GERMANTOWN, WI. 53022
PHONE# 414-477-5028
TAX KEY: GTNV_242992
TITLE DEED: DOC#1477063
ZONING: RS2 SINGLE FAMILY RESIDENTIAL

OWNER Lot 38 Harvest Hills:
ROBERT ZIGNEGO
N120W17520 FREISTADT ROAD
GERMANTOWN, WI. 53022
PHONE# 262-707-9757
TAX KEY: GTNV_241058
TITLE DEED: DOC#1533594
ZONING: RS3 SINGLE FAMILY RESIDENTIAL

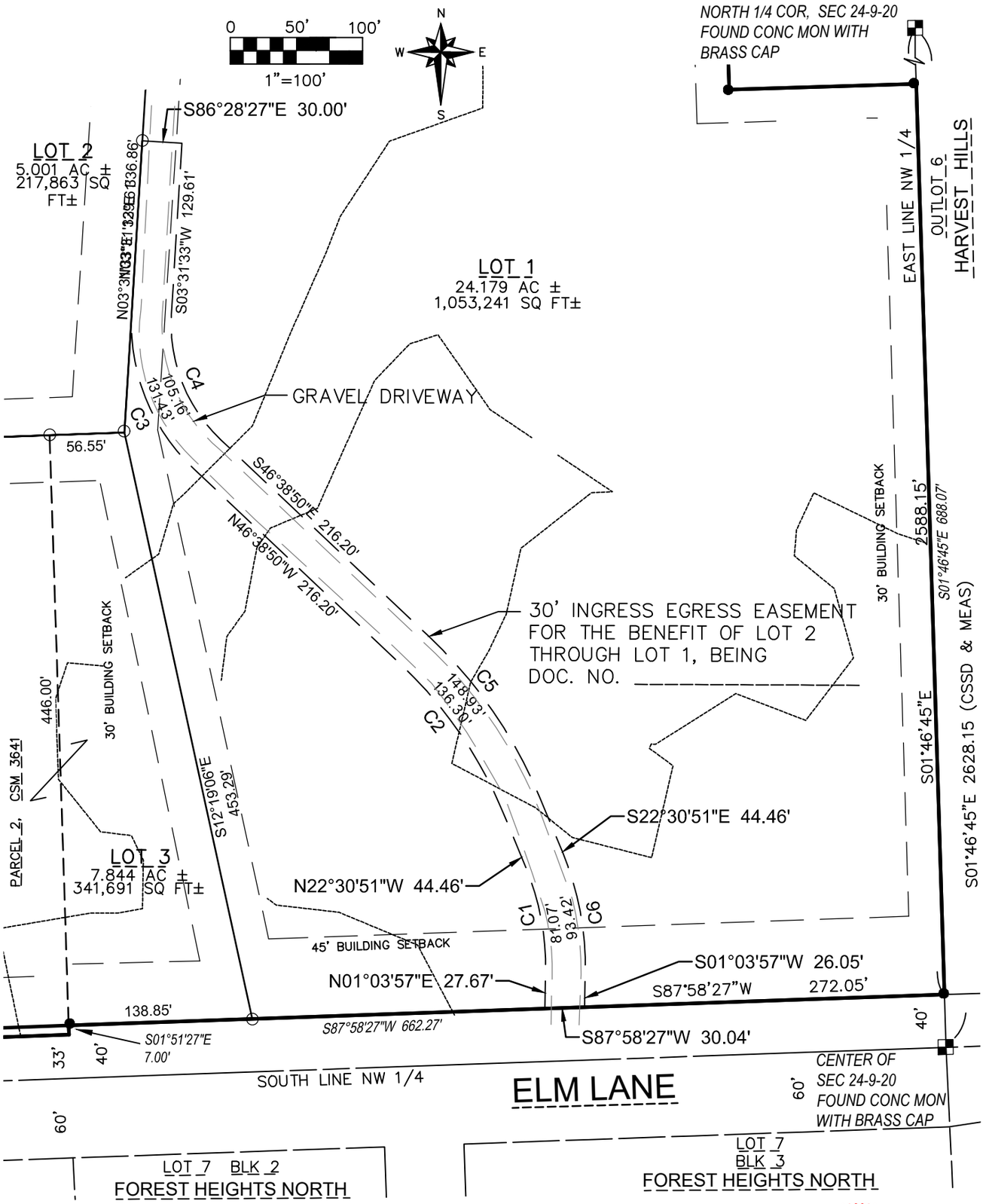
WISCONSIN
DAVID A. YURK
S-2648
OSHKOSH, WI
LAND SURVEYOR

David A. Yurk

David A. Yurk, PLS 2648
DATED December 16, 2021 SHEET 1 OF 6

CERTIFIED SURVEY MAP NO - _____

LOT 38 OF HARVEST HILLS, PARCEL 2, CERTIFIED SURVEY MAP NO. 3641, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



Exterior Curve Table							
Curve #	Length	Radius	Delta	Chord Bearing	Chord	Tangent In	Tangent Out
C1	81.07	196.99	23°34'49"	N10°43'27"W	80.50'	N01° 03' 57"E	N22° 30' 51"W
C2	136.30	323.60	24°07'58"	N34°34'51"W	135.29'	N22° 30' 51"W	N46° 38' 50"W
C3	131.43	150.09	50°10'23"	N21°33'38"W	127.27'	N46° 38' 50"W	N03° 31' 33"E
C4	105.16	120.09	50°10'23"	S21°33'38"E	101.83'	S46° 38' 50"E	S03° 31' 33"W
C5	148.93	353.60	24°07'58"	S34°34'51"E	147.84'	S22° 30' 51"E	S46° 38' 50"E
C6	93.42	226.99	23°34'49"	S10°43'27"E	92.76'	S01° 03' 57"W	S22° 30' 51"E

WISCONSIN
DAVID A. YURK
S-2648
OSHKOSH, WI
LAND SURVEYOR

David A. Yurk, PLS 2648
DATED December 16, 2021

CERTIFIED SURVEY MAP NO - _____

LOT 38 OF HARVEST HILLS, PARCEL 2, CERTIFIED SURVEY MAP NO. 3641, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

I, David A. Yurk, professional land surveyor, certify:

THAT I have surveyed, divided, dedicated and mapped all of Lot 38 of Harvest Hills and Parcel 2, Washington County Certified Survey Map No. 3641, being a part of the Southeast 1/4 of the Northwest 1/4, Section 24, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows.

COMMENCING at the North Quarter Corner of Section 24; thence S01°46'45"E along the East line of the Northwest 1/4 a distance of 1940.08 feet to the point of beginning; thence continuing S01°46'45"E along said East line a distance of 688.07 feet to the Northerly right-of-way line of Elm Lane, thence S87°58'27"W along said Northerly right-of-way line a distance of 662.27 feet to the Easterly line of Parcel 2, Certified Survey Map No 3641, thence S01°51'27"E along said Easterly line a distance of 7.00 feet to the Northerly right-of-way line of Elm Lane; thence S87°58'27"W along said Northerly line a distance of 372.19 feet to the Westerly line of Parcel 2, Certified Survey Map No 3641; thence N01°51'27"E along said Westerly line a distance of 7.00 feet to the Northerly right-of-way line of Elm Lane; thence S87°58'27"W along said Northerly right-of-way line a distance of 290.05 feet to the West line of the Southeast Quarter of the Northwest Quarter of Section 24, thence N01°56'13"W along said West line a distance 1279.04 feet to the North line of the Southeast Quarter of the Northwest Quarter of Section 24, thence N88°11'29"E along said North line a distance 1186.67 feet to the Westerly line of Outlot 6, Harvest Hills; thence S01°46'45"E along said Westerly line a distance of 585.89 feet to a Southerly line of Outlot 6, Harvest Hills; thence N88°13'15"E along said Southerly line a distance of 141.32 feet to the point of beginning. Said described lands contains 37.024 Acres (1,612,780 square feet) more or less of land.

THAT I have made the survey, land division and map by the direction Robert Zignego and that the 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 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Code of Ordinances in surveying, dividing, dedicating and mapping of same. Per Wis. Stats. 236.21 (1), this certificate has the same force and effect as an affidavit.

Date: December 19, 2021

David A. Yurk

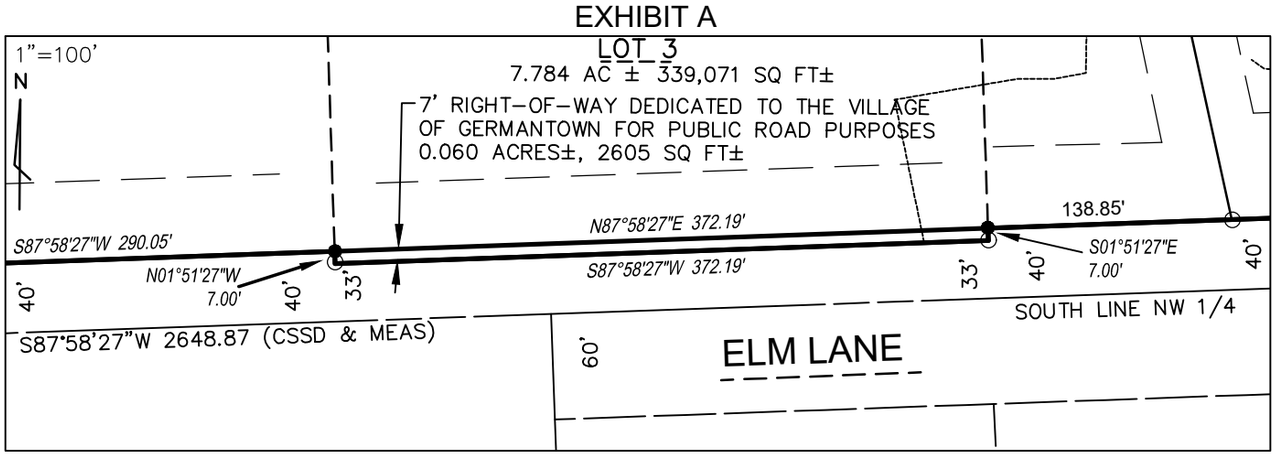
_____

DAVID A. YURK
PROFESSIONAL LAND SURVEYOR S-2648

WISCONSIN
DAVID A. YURK
S-2648
OSHKOSH, WI
LAND SURVEYOR

NOTES:
Development within these wetland setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code.

EXHIBIT A



CERTIFIED SURVEY MAP NO - _____

LOT 38 OF HARVEST HILLS, PARCEL 2, CERTIFIED SURVEY MAP NO. 3641, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Robert Zignego, as owner, certifies that he caused the land described on this map to be surveyed, divided, mapped as represented on this map in accordance with s. 236.10 and s. 236.12, Wis. Stats. and the requirements of the Village of Germantown to be submitted for approval or objection.

In Witness Where thereof that said Robert Zignego, has caused these presents to be signed

_____,

this _____day of _____, 2021.

STATE OF WISCONSIN}
:SS
WASHINGTON COUNTY}

Personally came before me this _____day of _____, 2021, Robert Zignego, to me known to be the person executed the foregoing instrument, and to me known

[Seal] _____
Notary Public, State of Wisconsin

My commission expires on _____

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 _____, 2021.

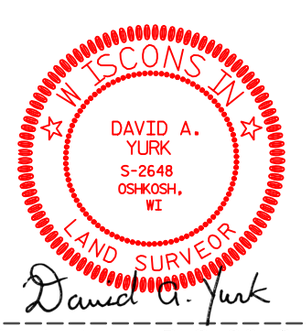
_____ _____ _____ _____
Dean Wolter , Chairman Date Laura A. Johnston, Secretary Date

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of the Southeast Quarter of the Northwest Quarter, 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 Lane for public road purposes as shown on Sheets 1 & 3 of 7 is hereby accepted by the Village Board of Tustees of the Village Board of the Village of Germantown on the _____day of _____, 2021.

_____ _____
Dean Wolter, Village President Date

_____
Deanna Braunschweig, Village Clerk Date



_____
David A. Yurk, PLS 2648
DATED: December 16, 2021

Payne+Dolan
A WALBEC COMPANY
www.walbecgroup.com
(920) 757-7559

THIS INSTRUMENT WAS DRAFTED DAVID YURK S-2648

CERTIFIED SURVEY MAP NO - _____

LOT 38 OF HARVEST HILLS, PARCEL 2, CERTIFIED SURVEY MAP NO. 3641, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Michael Madrzak and Pamela Madrzak owners, certifies that he caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with s. 236.10 and s. 236.12, Wis. Stats. and the requirements of the Village of Germantown to be submitted for approval or objection.

As owners, we hereby dedicate that part of Elm Lane to the Village of Germantown for public road purposes as represented on sheets 1 & 3 of 6 of this Certified Survey Map

In Witness Where thereof that said Michael Madrzak and Pamela Mardzrak , has caused these presents to be signed

_____, _____,

this _____day of _____, 2021.

STATE OF WISCONSIN}
:SS
WASHINGTON COUNTY}

Personally came before me this _____day of _____, 2021, Michael Madrzak and Pamela Mardzrak, to me known to be the person executed the foregoing instrument, and to me known

[Seal]

_____
Notary Public, State of Wisconsin
My commission expires on _____

CONSENT OF CORPORATE MORTGAGEE

_____ _____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, morgagee of the above described lands, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Michael Madrzak and Pamela Madrzak, owner OF SAID LANDS

In Witness Where of, _____, has caused these presents to be signed by _____ _____, its President, and countersigned by _____, its Secretary, at _____,Wisconsin and its corporate seal to be hereunto affixed this_____ day of _____, 2021

_____ _____
President Dated Secretary Dated

STATE OF WISCONSIN}
:SS
WASHINGTON COUNTY}

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, President, and _____, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

[Seal]

_____
Notary Public, State of Wisconsin
My commission expires on _____



_____
David A. Yurk, PLS 2648
DATED: December 16, 2021

CERTIFIED SURVEY MAP NO - _____

LOT 38 OF HARVEST HILLS, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

_____ _____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, morgagee of the above described lands, does hereby consent to the surveying, dividing, and mapping of the land described on this plat, and does hereby consent to the above certificate of Robert Zignego owner of said lands.

_____

In Witness Where of, _____, has caused these presents to be signed by _____ _____, its President, and countersigned by _____, its Secretary, at _____,Wisconsin and its corporate seal to be hereunto affixed this_____ day of _____, 2021

_____ _____

President Dated Secretary Dated

STATE OF WISCONSIN}

:SS

WASHINGTON COUNTY}

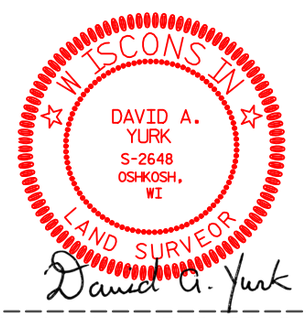
This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, President, and _____, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

[Seal]

_____

Notary Public, State of Wisconsin

My commission expires on _____



David A. Yurk, PLS 2648

DATED: December 16, 2021

Payne+Dolan

A WALBEC COMPANY

www.walbecgroup.com

(920) 757-7559

THIS INSTRUMENT WAS DRAFTED BY DAVID YURK S-2648

ZONING EXHIBIT

LOT 38 OF HARVEST HILLS, PARCEL 2, CERTIFIED SURVEY MAP NO. 3641, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

BEARING REFERENCE - BEARINGS ARE REFERENCED TO THE WISC. STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH ZONE (NAD83), WITHIN WHICH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24 T9N, R20E, HAS AN ASSUMED BEARING OF N01°46'45"E (PER CSSD AS REVISED JAN 2019)

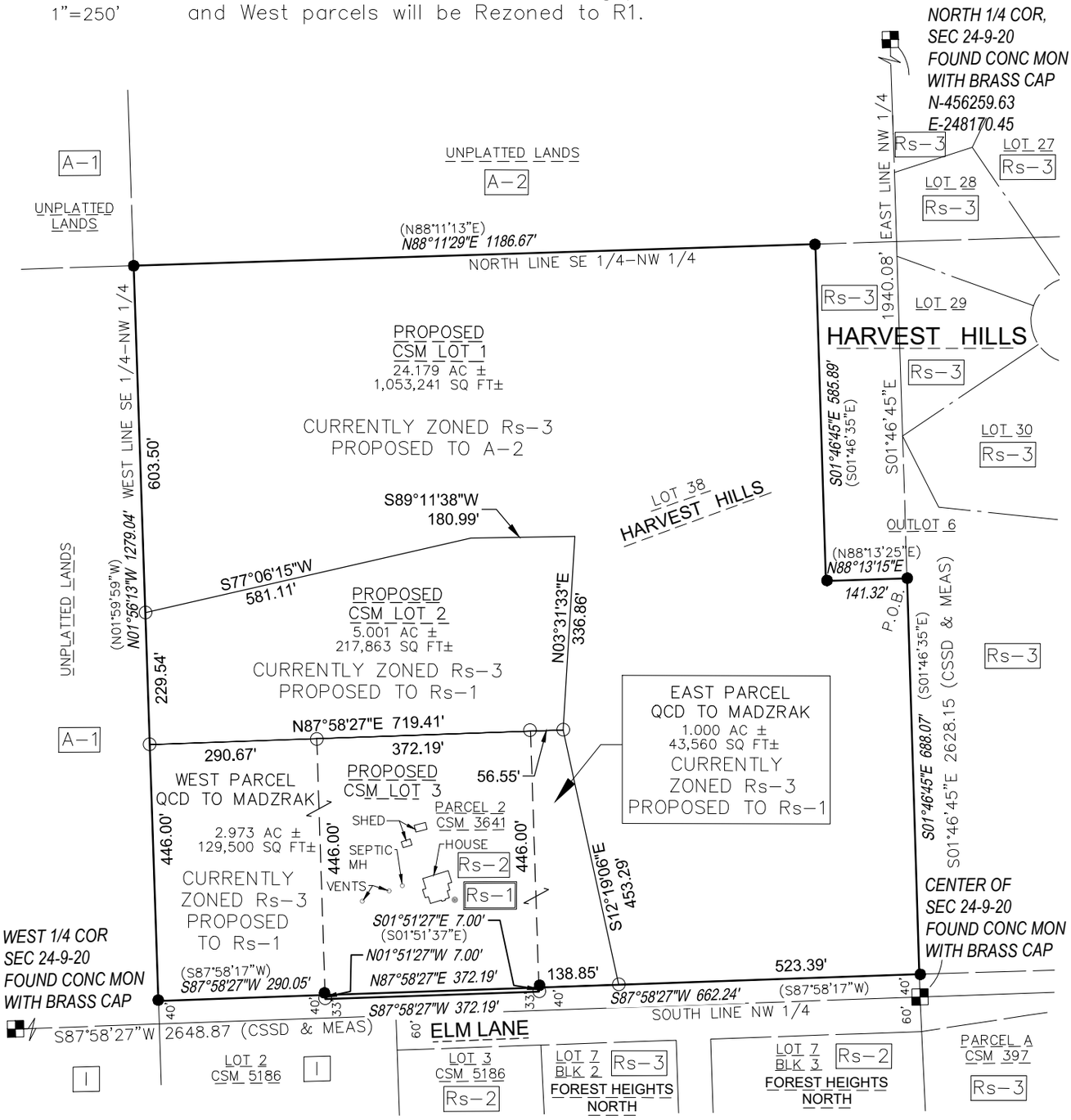
N W E S

0 125' 250'

1"=250'

NOTES:

Bob Zignego is selling to Mike and Pamela Madzrak the West 2.973 acre parcel and the East 1.00 acre parcel adjacent to Mike and Pamela's parcel being Parcel 2, CSM 3641, Tax ID: GTNV_242992. Madrzrak will combine the East and West parcels to his existing parcel into one Parcel via a CSM. Madzrak's existing parcel is zoned R2. The East and West parcels will be Rezoned to R1.

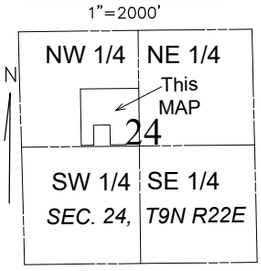


LEGEND

- ○ IRON REBAR SET (#6 REBAR X 18", 1.50lbs./LIN. FT.)
- ● IRON PIPE FOUND (1" IRON PIPE UNLESS NOTED)
- ■ PLSS MONUMENT FOUND
- ( ) RECORDED AS
- Rs-1 PROPOSED ZONING DESIGNATION
- Rs-1 ZONING DESIGNATION
- ⊛ WELL

VICINITY MAP

1"=2000'



SURVEYOR:
DAVID A. YURK
PAYNE & DOLAN INC.
W6380 DESIGN DRIVE
GREENVILLE, WI. 54945

OWNER Parcel 2, CSM 3641:
MICHAEL MADRZAK & PAMELA MADRZAK
N116W13444 ELM AVE
GERMANTOWN, WI. 53022
PHONE# 414-477-5028
TAX KEY: GTNV_242992
TITLE DEED: DOC#1477063
ZONING: RS2 SINGLE FAMILY RESIDENTIAL

OWNER Lot 38 Harvest Hills:
ROBERT ZIGNEGO
N120W17520 FREISTADT ROAD
GERMANTOWN, WI. 53022
PHONE# 262-707-9757
TAX KEY: GTNV_241058
TITLE DEED: DOC#1533594
ZONING: RS3 SINGLE FAMILY RESIDENTIAL

WISCONSIN
DAVID A. YURK
S-2648
OSHKOSH, WI
LAND SURVEYOR

David A. Yurk

David A. Yurk, PLS 2648
DATED November 19, 2021 SHEET 1 OF 1

Proposed lot - does not depict actual property lines

Wisconsin DSPS
Division of Safety and Buildings

SOIL EVALUATION REPORT

In accordance with SPS 385, Wis. Adm. Code

Attach complete site plan on paper not less than 8 ½ x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and Percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04 (1) (m)).

County:	
Washington	
Parcel I.D.:	
241998	
Reviewed by: Mark Finger	Date: 11/28/2018

Property Owner:	Property Location: Govt. Lot SW ¼ S 24 NE¼ S 24 T9 N – R 20 ☒ E (or) ☐ W		
Alan Luther			
342 Hillside Rd	Lot # 41	Block #	Subd. Name or CSM # Harvest Hills
City: Colgate / State: WI / Zip Code: 53017 / Phone Number: ( ) -	☐ City: ☒ Village: ☐ Town: Germantown		Nearest Road: Freistadt Rd

☒ New Construction ☐ Replacement	Use ☒ Residential / Number of bedrooms: 4 ☐ Public or commercial – Describe:	Code derived design flow rate: 600 GPD
Parent material: Glacial Till		Flood Plain elevation if applicable: NA ft.
General comments and recommendations:	Recommended mound system: 2-3'x100' cell Additional Comments on page 3	

404 Boring #

☐ Boring
☒ Pit Ground surface elev. 892.3 ft. Depth to limiting factor 19 in. Soil Application Rate

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	GPD/ft² Eff#1	GPD/ft² Eff#2
Ap	0-8	10YR 4/3	#	CL	2m sbk	fr	as	1f	0.4	0.6
Bt	8-19	7.5YR 4/4	#	CL	2m sbk	fr	cw	1f	0.4	0.6
BC	19-25	10R 5/4	C1D 7.5YR 6/6, 6/2	SiCL	1m sbk	fr	cw	-	0.2	0.3
C	25-32	10YR 5/4	C1D 7.5YR 6/6, 6/2	SiCL	mass.	fi	-	-	0	0

441 Boring #

☐ Boring
☒ Pit Ground surface elev. 891.4 ft. Depth to limiting factor 19 in. Soil Application Rate

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	GPD/ft² Eff#1	GPD/ft² Eff#2
Ap	0-10	10YR 3/3	#	CL	2m sbk	fr	as	1f	0.4	0.6
Bt1	10-19	7.5YR 4/4	#	CL	2m sbk	fr	cw	1f	0.4	0.6
BC	19-25	10YR 5/4	C1D 7.5YR 6/6, 6/2	SiCL	1m sbk	fr	cw	-	0.2	0.3
C	25-34	10YR 6/4	C1D 7.5YR 6/6, 6/2	SiCL	mass.	fi	-	-	0	0

* Effluent # 1 = BOD_5 > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L * Effluent # 2 = BOD_5 ≤ 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print): Dan Vander Leest	Signature:	CST Number: 221049
Address: 824 Egg Harbor Road Sturgeon Bay, WI 54235	Date Evaluation Conducted: November 27 and 28, 2018	Telephone Number: (920) 743 - 4708

451 Boring #

☐ Boring

☒ Pit Ground surface elev. 892.0 ft. Depth to limiting factor 25 in. Soil Application Rate

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	GPD/ft² Eff#1	GPD/ft² Eff#2
Ap	0-10	10YR 4/3	#	CL	2m sbk	fr	as	1f	0.4	0.6
Bt	10-17	7.5YR 4/4	#	CL	2m sbk	fr	cw	1f	0.4	0.6
BC	17-25	10R 5/4	#	SiCL	1m sbk	fr	cw	-	0.2	0.3
C	25-38	10YR 5/4	C1D 7.5YR 6/6, 6/2	SiCL	mass.	fi	-	-	0	0

452 Boring #

☐ Boring

☒ Pit Ground surface elev. 886.7 ft. Depth to limiting factor 24 in. Soil Application Rate

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	GPD/ft² Eff#1	GPD/ft² Eff#2
Ap	0-10	10YR 4/3	#	CL	2m sbk	fr	as	1f	0.4	0.6
Bt	10-19	7.5YR 4/4	#	CL	2m sbk	fr	cw	1f	0.4	0.6
BC	19-24	10YR 5/4	#	SiCL	1m sbk	fr	cw	1f	0.2	0.3
C	24-31	10YR 6/4	C1D 7.5YR 6/6, 6/2	SiCL	mass.	fi	-	-	0	0

Boring #

☐ Boring

☐ Pit Ground surface elev. ft. Depth to limiting factor in. Soil Application Rate

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	GPD/ft² Eff#1	GPD/ft² Eff#2

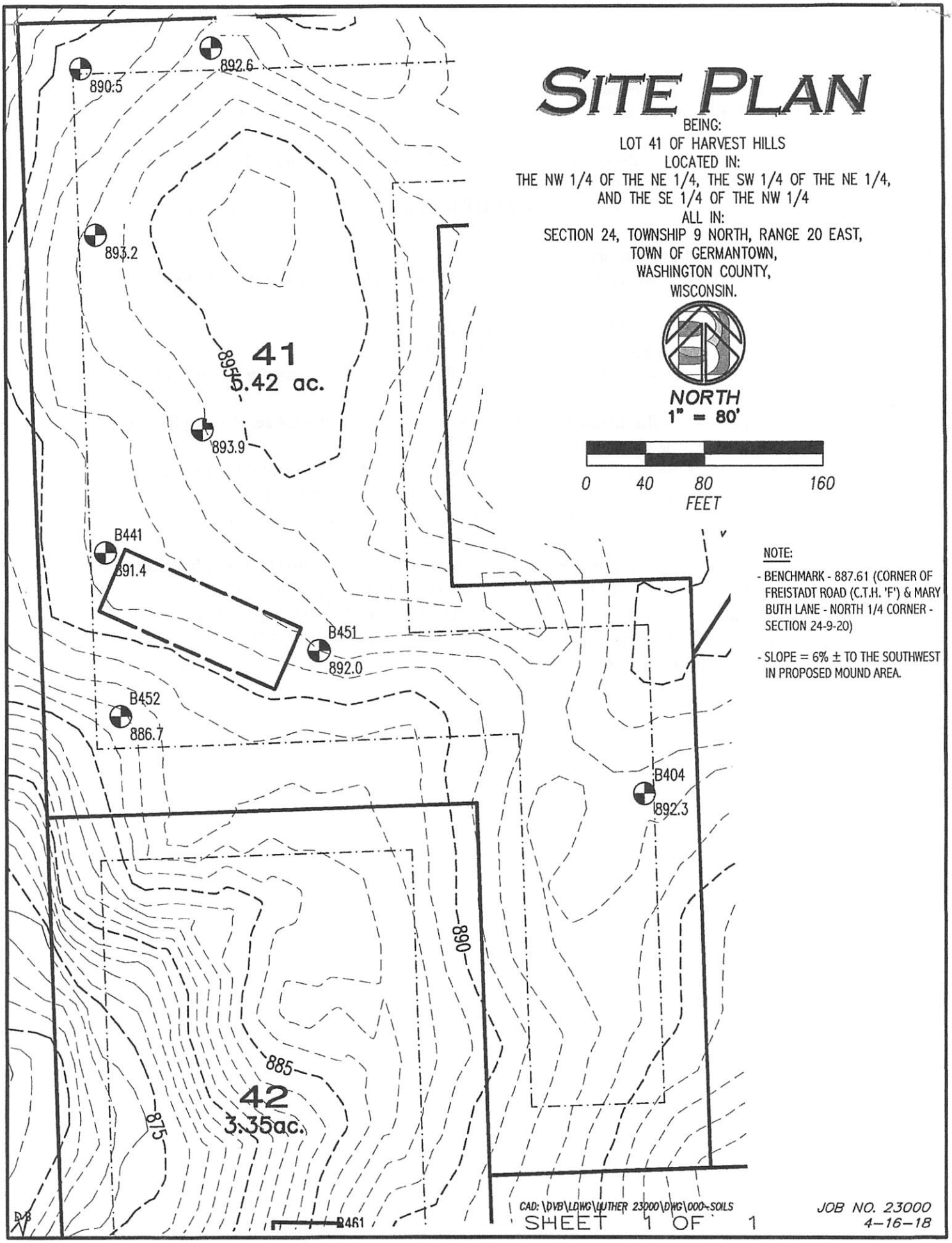
* Effluent # 1 = BOD_5>30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent # 2 = BOD_5≤ 30 mg/L and TSS ≤ 30 mg/L

The Department of Commerce is an equal opportunity service provider and employer. If you need assistance to access services or need material in an alternate format, please contact the department at 608-266-3151 or TTY 608-264-8777.

Comments:

1) A linear loading rate of <=4.5 gals/ft/day is required for systems with in situ soils having a soil application rate of <=0.3 gals/ft2/day within 12 inches of the fill material. A suggested linear loading rate of <3 gals/ft/day when possible.
2) With soils having an in situ soil loading rate of >0.3 gals/ft2/day within 12 inches of the fill material, a linear loading rate of <5 gals/ft/day is suggested.
3) Long, narrow systems are required. If more than one cell is required, a minimum of half the basal area is suggested between cells.
4) Bend cells to follow the existing contours
5) Prior to any soil and land disturbance, the proposed mounds and a 25' perimeter surrounding the mounds must be marked and kept undisturbed
6) Locate mounds on shoulder and upper back slope landscape positions.
7) Final grades of mounds to divert surface waters away from the mound.
8) A vegetative cover to prevent erosion and also facilitate soil structure development must be planted as soon as possible.
9) The proposed system shown on the attached site plan is only an estimate of the size. A complete mound design is required to determine the precise sizes.
10) Pretreatment alternatives can only be considered to lower the height of the mound. (min 12" sand with pretreatment) The sand loading and linear loading cannot be increased with pretreatment.
11) The planning of the surrounding wells must be determined prior to individual mound designs to avoid set-back issues.
12) If slopes vary by >1% with the proposed cell areas, an Individual Site Design (ISD) will be required.
13) Remove all organic material prior to plowing. Sites that are wooded must add basal area to the mounds to account for stumps. Remove all loose roots after plowing. It is recommended that large stumps be carefully removed within the basal area. Approval and supervision from the state and/or county is required. An Individual Site Design would also be required with removal of the stumps.



SITE PLAN

BEING:
LOT 41 OF HARVEST HILLS
LOCATED IN:
THE NW 1/4 OF THE NE 1/4, THE SW 1/4 OF THE NE 1/4,
AND THE SE 1/4 OF THE NW 1/4
ALL IN:
SECTION 24, TOWNSHIP 9 NORTH, RANGE 20 EAST,
TOWN OF GERMANTOWN,
WASHINGTON COUNTY,
WISCONSIN.

NORTH
1" = 80'

0 40 80 160
FEET

NOTE:

- BENCHMARK - 887.61 (CORNER OF FREISTADT ROAD (C.T.H. 'F') & MARY BUTH LANE - NORTH 1/4 CORNER - SECTION 24-9-20)
- SLOPE = 6% ± TO THE SOUTHWEST IN PROPOSED MOUND AREA.

CAD: \DVB\LDWG\LUTHER 23000\DWG\000-SOILS

SHEET 1 OF 1

JOB NO. 23000
4-16-18

Village of
Germantown
...Willkommen

Fee must accompany application

~~$1460~~ $2920 Paid [illegible] Date 10/8/21

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Phone ( )

Fax ( )

E-Mail

PROPERTY OWNER

Robert Zignego

N120W17520 Freistadt Rd.

Germantown, WI 53022

Phone (262) 707-9757

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Robert Zignego

3 PROPERTY ADDRESS

Parcel of land North of the intersection of Elm Lane & Forest Drive

TAX KEY NUMBER

GTNV241058

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Vacant land

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

The construction and maintenance of roads which are necessary for the continuity of the Village street system, the provision of essential utility and emergency services or to provide acces to uses permitted under this subsection

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

The proposed use is eventually building 2 residential homes on the property. Plans are not finalized yet and the building process has not begun on the homes. The lot needs to be split for the second home to be allowed. Permits for crossing/disturbing the wetlands have both been obatined and approved by the DNR and the Army Corps of Engineers.

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

7 SUPPORTING DOCUMENTATION:

- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere
- ☐ _____
- ☐ _____

8 READ AND INITIAL THE FOLLOWING:

BZ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

BZ I will notify the Village if <u>any</u> aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

BZ I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

BZ I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant _____ Date _____

Owner _____ Date _____

Payne+Dolan
A WALBEC COMPANY
An Equal Opportunity Employer
W6380 Design Drive | Greenville, WI 54942
920.757.7559 | walbecgroup.com

Bob Zignego Conditional Use Permit
Germantown Tax Parcel# GTNV_241058
October 7, 2021
Revised November 11, 2021

The below narrative summarizes the mitigation practices provided for the wetland setback areas associated with the existing driveway which was constructed this past summer for the Bob Zignego property on Lot 38, Harvest Hills, in the Village of Germantown, known as the Bob Zignego Proposed Certified Survey Map site. The setback requirement follows the guidelines established by Village of Germantown Ordinance No. 23-07 and Section 24.04 of the Village of Germantown Municipal Code.

The mitigation of this site included the construction of a driveway in the summer of 2021 equal to the disturbance area (1:1) for horizontal development. The vertical disturbance did not exceed 1' maximum.

The construction of the driveway removed the topsoil layer (not more than 6 -12" thick") to the top of the clay layer. The contractor moved the topsoil to a different location. The contractor filled in the excavated portion of the driveway with 4" minus rock between 6"-12" of depth and graded the sides of the drive.

Wetland Setback Disturbance

The wetland exhibit map identifies the areas of disturbance within the 25' wetland setback area. The total wetland setback area that was disturbed was 0.08 acres (3631 square feet).

Wetland Mitigation Plan

The driveway is existing. Sides and slopes of the existing driveway will be seeded with a natural grass mix in the spring of 2022. Grass mix to be WisDOT Seed Mix No.75 or equivalent per Section 630 of the WisDOT Standard Specifications, current edition. WisDOT Seed Mix No.75 has wild type forbs and grasses which are native and will bring a more natural vegetation to the area. Seeding will take place in the disturbed areas within the 25' wetland setback from edge of gravel to edge of graded limits or to existing vegetation. This is to ensure 100% complete seed coverage of all bare areas within the setback. Watering of seeded areas will be done during dry weather patterns to ensure nurturing of the planted seeds and grasses.

Summary

Wetland setback area disturbed **0.13 acres (5732 square feet).**
(1:1 Mitigation Area)
Gravel Drive and Native seed restoration **0.13 acres (5732 square feet).**

Mitigation Ration (1:1)
WETLAND MONITERING REPORT: NATIVE GRASSES

MAINTENANCE IN THE FIRST TWO YEARS: MOWING BACK THE WEEDS

Most native grasses grow slowly and require two or more years to reach full development. Annual and biennial weeds are often a problem in the first two years but can be controlled my mowing. Keeping weeds mowed to a height of 6 inches the first year and no more than a height of 12 inches later on if the native grasses grow higher than 6 inches tall. Mow just above the tops of the native grasses. This will prevent the weeds from smothering the smaller grass seedlings. Expect to mow two or three times the first year. Do not allow the weeds to grow over 12 inches tall before mowing or the mowed material can smother the small seedlings.

In the second year, mow in early June at a height of 12 inches. This will knock back annual and biennial weeds. Many native grasses will begin to grow vigorously in the second growing season and some may flower. If weed continue to be a problem later the second year, mow again just above the tops of the native grasses. A flail type mower works best, as it chops up the material so that it dries rapidly without smothering the smaller grass seedlings below. Rotary mowers often lay down the cuttings in piles, which can smother the younger prairie plants.

You can control many weeds using selective herbicides, if desired. You can use broadleaf herbicides to control non-grassy weeds in native grass plantings. Plateau (imazapic) herbicide will control most broadleaf weed, as well as many cool season perennial grasses. Plateau is labeled for use on most warm season grasses.

LONG-TERM MAINTENANCE: CONTROLLED BURNING OR MOWING IN THIRD YEAR

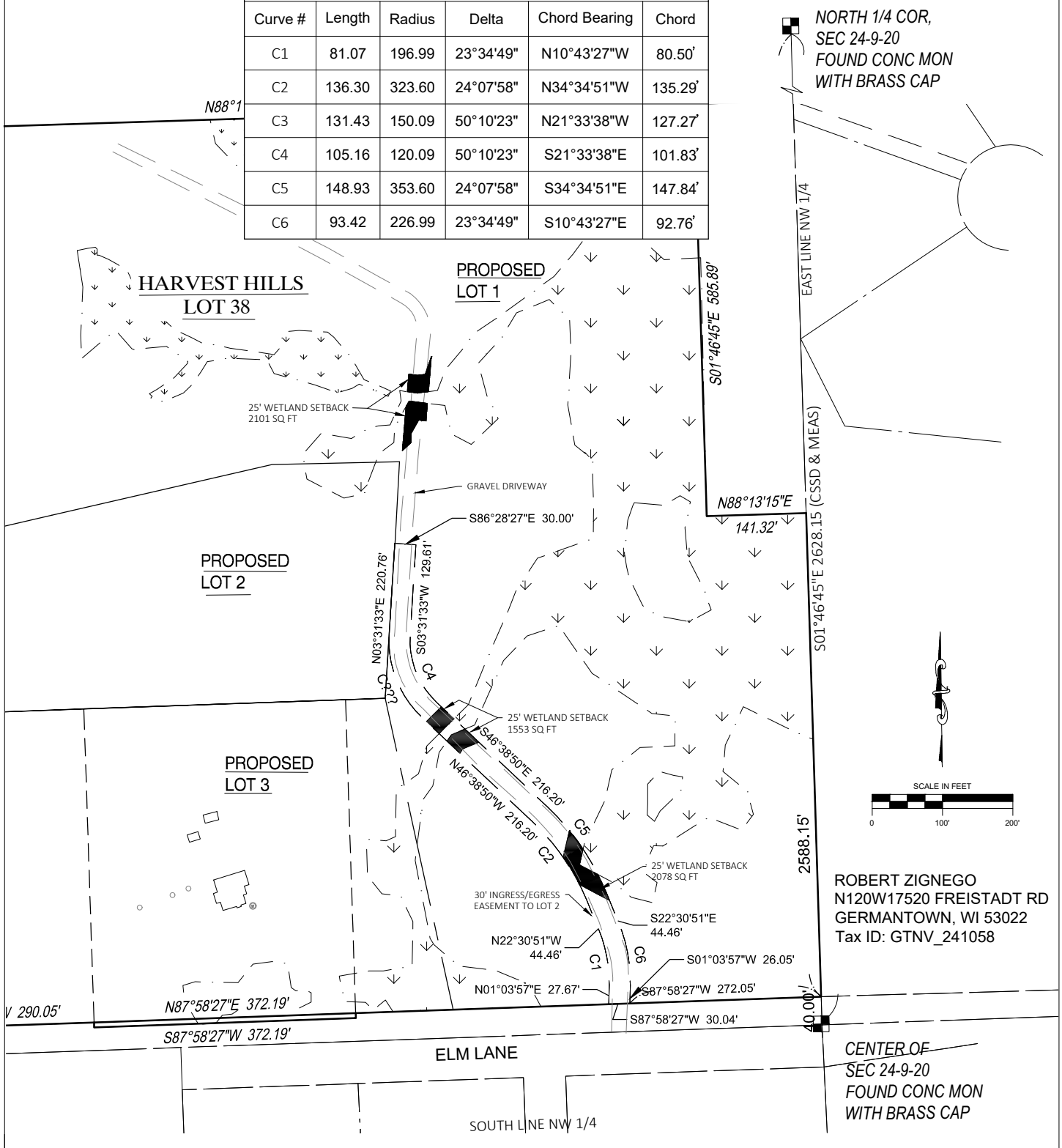
The easiest method of managing warm-season native grasses is to burn them off in mid-spring. This removes all the old debris to make way for new, fresh growth. It also helps prevent invasion of trees and shrubs and controls unwanted cool-season grasses such as quackgrass, bluegrass, bromegrass and fescue. Wait until mid-spring to burn after the cool-season grasses and weed have begun active growth (when they are 4 to 6 inches tall). The fire will setback unwanted cool-season plants while the prairie grasses remain dormant and unharmed underground.

If burning is not an option, mowing and raking the cuttings in mid-spring is a good alternative. The grasses should be cut as closely to the ground as possible, just after the first lawn mowing of the spring. Mow the native grasses right down to the soil if possible, in order to do maximize damage to cool-season grasses and weeds. Rake the cuttings to expose the soil to the warming rays of the sun. These mimics the effect of fire, resulting in a rapid increase in soil temperature that favors the warm-season native grasses.

WETLAND EXHIBIT MAP

PART OF LOT 38, HARVEST HILLS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

Lot Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	81.07	196.99	23°34'49"	N10°43'27"W	80.50'
C2	136.30	323.60	24°07'58"	N34°34'51"W	135.29'
C3	131.43	150.09	50°10'23"	N21°33'38"W	127.27'
C4	105.16	120.09	50°10'23"	S21°33'38"E	101.83'
C5	148.93	353.60	24°07'58"	S34°34'51"E	147.84'
C6	93.42	226.99	23°34'49"	S10°43'27"E	92.76'



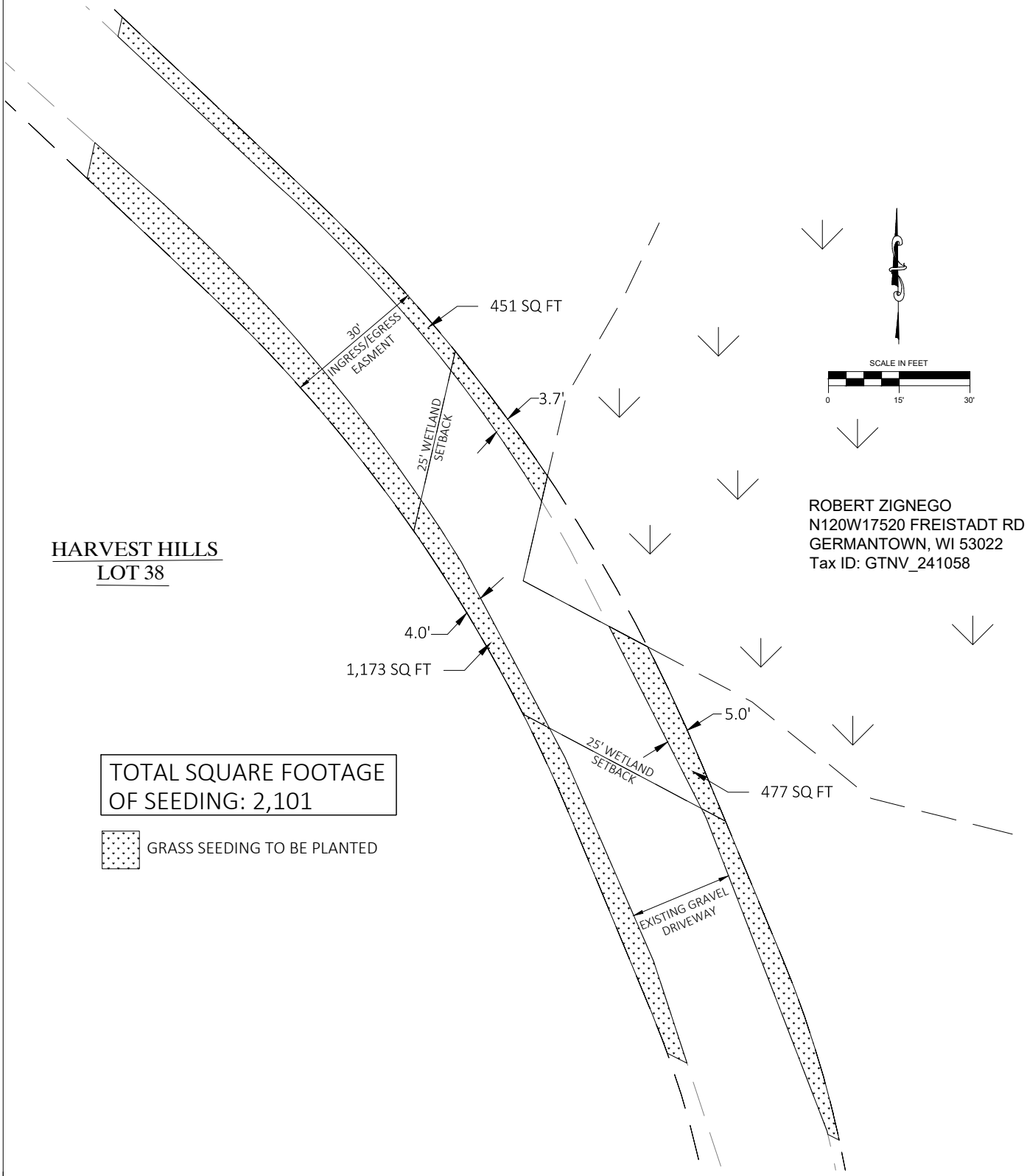
ROBERT ZIGNEGO
N120W17520 FREISTADT RD
GERMANTOWN, WI 53022
Tax ID: GTNV_241058

JOB TITLE: ROBERT ZIGNEGO WETLAND EXHIBIT		P&D Job:	490526
		County:	WASHINGTON
		Drawn:	ARS
Date: 11/19/2021	Scale: 1"=200'	Checked:	DAY

Payne+Dolan
A WALBEC COMPANY
www.walbecgroup.com
(920) 757-7559

SEEDING PLAN EXHIBIT MAP AREA #1

PART OF LOT 38, HARVEST HILLS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN



TOTAL SQUARE FOOTAGE OF SEEDING: 2,101

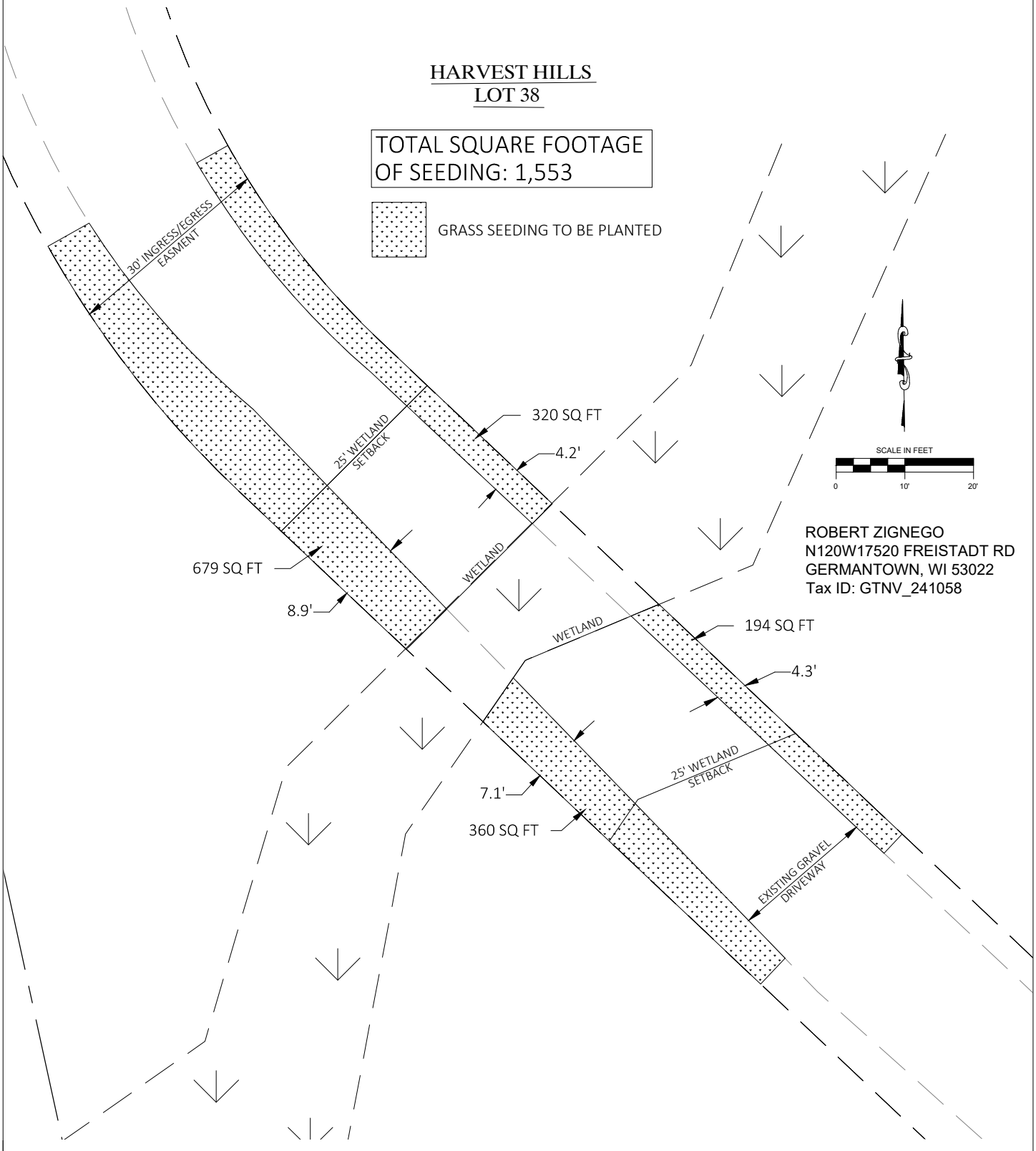
GRASS SEEDING TO BE PLANTED

JOB TITLE: ROBERT ZIGNEGO SEEDING EXHIBIT		P&D Job:	490526
		County:	WASHINGTON
		Drawn:	ARS
Date: 11/30/2021	Scale: 1"=30'	Checked:	DAY

Payne+Dolan
A WALBEC COMPANY
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(920) 757-7559

SEEDING PLAN EXHIBIT MAP AREA #2

PART OF LOT 38, HARVEST HILLS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

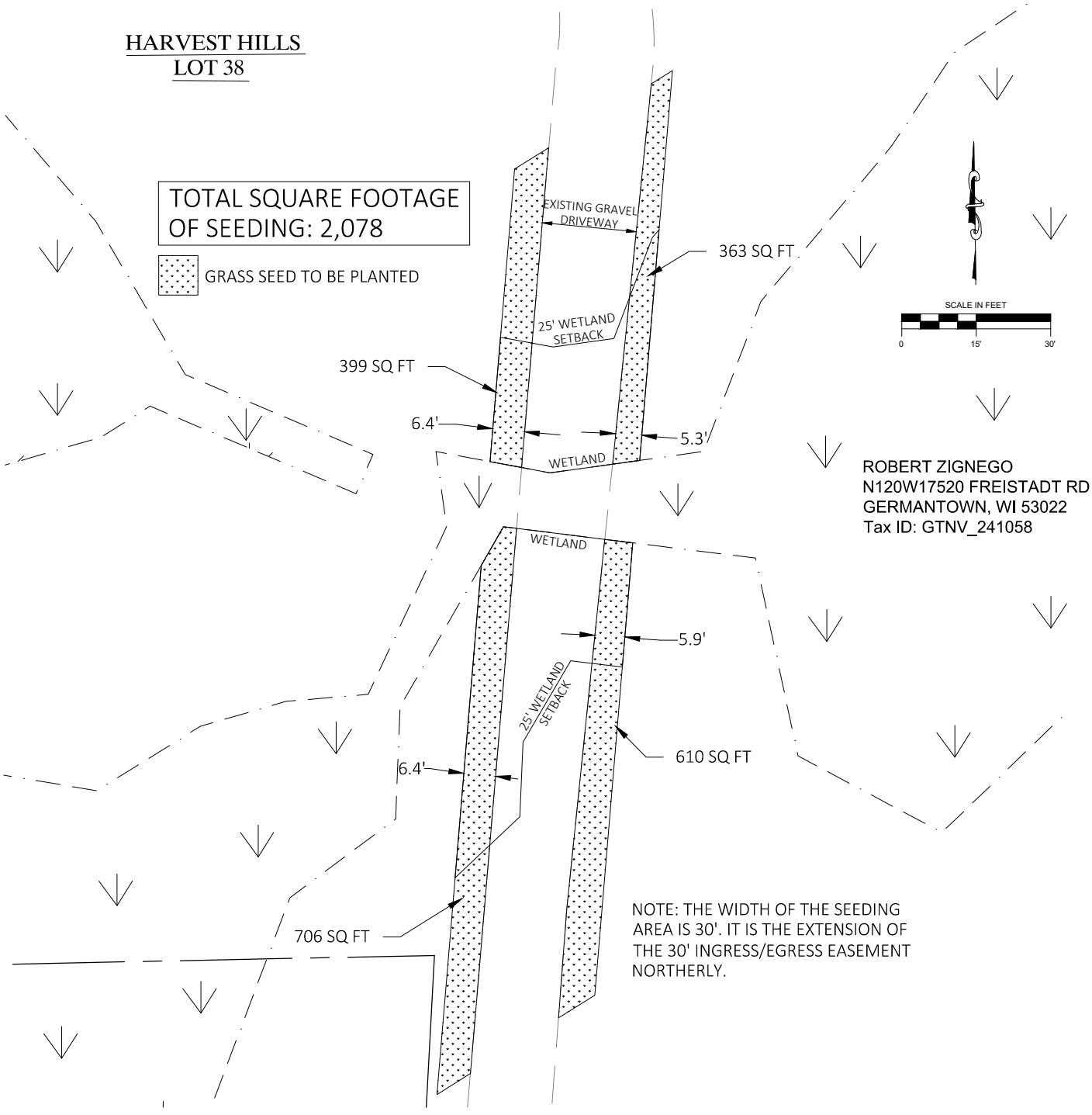


JOB TITLE: ROBERT ZIGNEGO SEEDING EXHIBIT		P&D Job:	490526
		County:	WASHINGTON
		Drawn:	ARS
Date: 11/30/2021	Scale: 1"=20'	Checked:	DAY

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(920) 757-7559

SEEDING PLAN EXHIBIT MAP AREA #3

PART OF LOT 38, HARVEST HILLS, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN



JOB TITLE: ROBERT ZIGNEGO SEEDING EXHIBIT		P&D Job:	490526
		County:	WASHINGTON
		Drawn:	ARS
Date: 11/30/2021	Scale: 1"=30'	Checked:	DAY

Payne+Dolan
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(920) 757-7559

630 Seeding

630.1 Description

(1) This section describes preparing seed beds and furnishing and sowing the required seed on slopes, appurtenances, and other areas, and on borrow pits and material disposal sites.

(2) This section also describes furnishing and sowing temporary seed mixture on the slopes and appurtenances of temporary embankments and roadways.

630.2 Materials

630.2.1 Seed

630.2.1.1 General

(1) Use seed within one year of the test date appearing on the label.

(2) Seed mixtures 70, 70A, 75, and 80 contain wild type forbs and grasses. Wild type is defined as seed that is derived directly from native, wild stock, including seed that was wild collected and placed into production or has been harvested directly from native stands.

630.2.1.2 Purity and Germination

(1) Test seed for purity, germination, and noxious weed seed content according to the Rules for Testing Seed, published by the Association of Official Seed Analysts.

(2) Percent live seed (PLS) is determined by multiplying the percent purity times the percent germination. Determine sowing rate and measure mixtures containing PLS as described in CMM 640.3.4 to ensure the correct quantity of viable seed of each species is applied.

630.2.1.3 Inoculation

(1) Inoculate legume seed (white clover, red clover, alsike clover, partridge pea, purple prairie clover, Canada tick-trefoil, and lupine) unless pre-inoculated by the vendor. Follow the inoculation instructions that come with the culture purchases. If applying the seed according to method B, 630.3.3.3, treat seeds requiring inoculation with 5 times the quantity of inoculant recommended in the instructions.

(2) Avoid exposure of the culture or inoculated seed to the sunlight; do not exceed 1/2 hour exposure.

630.2.1.4 Storing Seed

(1) Store seed delivered before use in a way that protects it from damage by heat, moisture, rodents, or other causes. Discard and replace any previously tested and accepted seed that becomes damaged.

630.2.1.5 Seed Mixtures

630.2.1.5.1 Permanent

630.2.1.5.1.1 Composition

(1) Seed mixtures for the right-of-way and easements shall, unless specified otherwise, be composed of seeds of the purity, germination, and proportions, by weight, as given in table 630-1 and table 630-2.

(2) Use seed of the species and varieties listed below. If no variety is listed, there will be no restriction on the variety furnished, except as follows:

1. Pure live seed (PLS) species shall contain no named or improved varieties and be grown in Wisconsin, northern Illinois, northeastern Iowa, or eastern Minnesota. Use out-of-state seed grown in one of the following counties:

1.1 From northern Illinois:

Boone	Bureau	Carroll	Cook	De Kalb	Du Page	Grundy	Henry
Jo Daviess	Kane	Kendall	Lake	La Salle	Lee	McHenry	Ogle
Putnam	Rock Island	Stevenson	Whiteside	Will	Winnebago		

1.2 From northeastern Iowa:

Allamakee	Benton	Black Hawk	Bremer	Buchanan	Cedar	Chickasaw	Clayton
Clinton	Delaware	Dubuque	Fayette	Floyd	Howard	Jackson	Johnson
Jones	Linn	Mitchell	Muscatine	Scott	Winneshiek		

1.3 From eastern Minnesota:

Aitkin	Anoka	Carlton	Carver	Chisago	Dakota	Dodge	Fillmore
Goodhue	Hennepin	Houston	Isanti	Kanabec	La Sueur	Mille Lacs	Mower
Olmsted	Pine	Ramsey	Rice	Scott	Sherburne	Steele	Wabasha
Washington	Winona	Wright					

2. PLS for seed mixtures 70, 70A, 75, and 80 shall be packaged separately by species and clearly labeled with the vendor's name, species common and botanical names, gross weight, percent PLS, year of harvest and any specialized treatments that have been applied to ensure or enhance germination.
3. Minimum percent purity for native for species is 90 percent. If a listed species is not available, substitutions may be made with engineer's approval and must be documented.

(3) Mix native species on the project; clean and debeard seed with awns or excessive hairs before mixing.

SPECIES COMMON NAME	SPECIES BOTANICAL NAME	ACCEPTABLE VARIETIES
Kentucky Bluegrass	Poa pratensis	Low Maintenance
Red Fescue	Festuca rubra	Creeping
Hard Fescue	Festuca ovina	Improved
	var. duriuscula	
Tall Fescue	Festuca arundinacea	Improved turf type
Salt Grass	Puccinella distans	Fult's
	Puccinella distans	Salty
Redtop	Agrostis alba	
Timothy	Phleum pratense	
Canada Wild Rye	Elymus canadensis	
Perennial Ryegrass	Lolium perenne	
Perennial Ryegrass	Lolium perenne	Improved Fine
Annual Ryegrass	Lolium multiflorum	
Alsike Clover	Trifolium hybridum	
Red Clover	Trifolium pratense	
White Clover	Trifolium repens	
Japanese Millet	Echinochola crusgalli	
	var. frumentacea	
Annual Oats	Avena sativa	
Agricultural Rye	Secale cereale	
Winter Wheat	Triticum aestivum	

TABLE 630-1 HIGHWAY SEED MIXTURES

SPECIES	PURITY minimum %	GERMINATION minimum %	MIXTURE PROPORTIONS (in percent)				
			NO.10	NO.20	NO.30	NO.40	NO.60
Kentucky Bluegrass	98	85	40	6	10	35	
Red Fescue	97	85	25	15	30	30	
Hard Fescue	97	85		24	25	20	
Tall Fescue	98	85		40			
Salt Grass	98	85			15		
Redtop	92	85	5				
Timothy	98	90					12
Canada Wild Rye		PLS					10
Perennial Ryegrass	97	90	20	15			
Improved Fine Perennial Ryegrass	96	85			20	15	
Annual Ryegrass	97	90					30
Alsike Clover	97	90					4
Red Clover	98	90					4
White Clover	95	90	10				
Japanese Millet	97	85					20
Annual Oats[1]	98	90					20

[1] Substitute winter wheat for annual oats in fall plantings started after September 1.

TABLE 630-2 NATIVE SEED MIXTURES

SPECIES		SPECIES BOTANICAL NAME	PURITY & GERMINATION minimum %	MIXTURE PROPORTIONS in percent			
				NO. 70	NO. 70A	NO. 75	NO. 80
FORBES	Canada Anemone	*Anemone canadensis*	PLS	2			
	Butterflyweed	*Asclepias tuberosa*	PLS		2		
	New England Aster	*Aster novae-angliae*	PLS	2	2		
	Partridge-pea	*Chamaecrista (Cassia) fasciculata*	PLS		2		
	Purple Prairie Clover	*Dalea (Petalostemum) purpurea*	PLS	2	2	4	
	Canada Tick-trefoil	*Desmodium canadense*	PLS	2			
	Flowering Spurge	*Euphorbia corollata*	PLS		2		
	Wild Geranium	*Geranium maculatum*	PLS	2			
	Western Sunflower	*Helianthus occidentalis*	PLS	3	2		
	Rough Blazingstar	*Liatris aspera*	PLS		2		
	Prairie Blazingstar	*Liatris pycnostachya*	PLS	2			
	Lupine	*Lupinus perennis*	PLS		3		
	Wild Bergamot	*Monarda fistulosa*	PLS	2			
	Horse Mint	*Monarda punctata*	PLS		2		
	Yellow Coneflower	*Ratibida pinnata*	PLS	2	2		
	Blackeyed Susan	*Rudbeckia hirta*	PLS			1	
	Showy Goldenrod	*Solidago speciosa*	PLS	2	2		
	Spiderwort	*Tradescantia ohiensis*	PLS	2	2		
	Golden Alexanders	*Zizia aurea*	PLS	2			
GRASSES	Big Bluestem	*Andropogon gerardi*	PLS	15	15	10	
	Sideoats Grama	*Bouteloua curtipendula*	PLS	15	20	20	25
	Canada Wildrye	*Elymus Canadensis*	PLS	15	15	35	23
	Slender Wheatgrass	*Elymus trachycaulus*	PLS				20
	Junegrass	*Koeleria macrantha*	PLS		5		
	Annual Ryegrass	*Lolium multiflorum*	[1]			10	10
	Switchgrass	*Panicum virgatum*	PLS				10
	Salt Grass	*Puccinella distans*	[1]				2
	Little Bluestem	*Schizachyrium (Andropogon) scoparium*	PLS	15	20	10	10
	Indiangrass	*Sorgastrum nutans*	PLS	15		10	
ALTERNATE FORBES	Sky Blue Aster	*Aster azureus*	PLS	[2]	[2]		
	White Wild Indigo	*Baptisia leucantha*	PLS	[2]	[2]		
	Pale Purple Coneflower	*Echinacea pallida*	PLS	[2]	[2]		
	White Prairie Clover	*Petalostemum candidum*	PLS	[2]	[2]		
	Stiff Goldenrod	*Solidago rigida*	PLS	[2]	[2]		
	Hoary Vervain	*Verbena stricta*	PLS	[2]	[2]		

[1] Provide the minimum purity and germination specified in table 630-1.

[2] The contractor may, if the engineer approves, substitute an alternate forb for a required forb that is not available using the same percentage as specified for the required forb. Use a different alternate forb for each unavailable required forb. Provide documentation showing that a required forb is not available before using an alternate.

630.2.1.5.1.2 Mixture

(1) Use seed mixtures that meet with the engineer's approval and conform to the following:

- No. 10 where average loam, heavy clay, or moist soils predominate.
- No. 20 where light, dry, well-drained, sandy, or gravelly soils predominate and for all high cut and fill slopes generally exceeding 6 to 8 feet, except where using No. 70.
- No. 10 or 20 on all ditches, inslopes, median areas, and low fills, except where using No. 30 or 70.
- No. 30 for medians and on slopes or ditches generally within 15 feet of the shoulder where a salt-tolerant turf is preferred.
- No. 40 in urban or other areas where a lawn type turf is preferred.
- No. 60 only on areas, the contract designates or the engineer specifies. Use it as a cover seeding for newly graded wet areas or as a nurse crop for specified wetland seed mixtures. The contractor shall not apply it to flooded areas.
- Nos. 70 and 70A on slopes and upland areas the contract designates or the engineer specifies. Use seed mixture No. 70 on loamy soils and seed mixture No. 70A on sandy soils.
- No. 75 where native grasses are desired for erosion control.
- No. 80 on inslopes where a salt tolerant seed mix containing native grasses is desired.

630.2.1.5.2 Temporary

(1) Under the Seeding Temporary bid item, use a temporary seed as follows:

SPECIES	% MINIMUM PURITY	% MINIMUM GERMINATION
Annual Oats	98	90
Agricultural Rye	97	85
Winter Wheat	95	90

(2) Use oats in spring and summer plantings. Use winter wheat or rye for fall plantings started after September 1.

630.2.1.5.3 Nurse Crop

(1) If seeding bare soil with either mixture 70, 70A, 75, or 80, include the Seeding Nurse Crop as follows:

SPECIES	% MINIMUM PURITY	% MINIMUM GERMINATION
Annual Oats	98	90
Annual Ryegrass	97	90
Winter Wheat	95	90

(2) When a nurse crop is required for spring seeding before June 15, or if the engineer allows seeding between June 15 and October 15, use annual oats. For fall seeding after October 15, use winter wheat, or annual ryegrass.

630.2.2 Water

(1) Furnish clean water, free of impurities or substances that might injure the seed.

630.3 Construction

630.3.1 General

(1) Perform seeding when and as the engineer directs or allows. Provide protective cover within 24 hours after sowing. The engineer may direct or allow covering with mulch as specified in 627, erosion mat as specified in 628, or using other contract bid items.

(2) If using Nos. 60, 70 and 70A mixtures, do not seed between June 15 and October 15 unless the engineer allows.

630.3.2 Seed Bed Preparation

(1) Complete grading, shouldering, topsoiling, and fertilizing, if part of the work under contract, before permanent seeding, except the contractor may place the fertilizer and seed mixture in one operation if using equipment designed for the purpose.

(2) Just before seeding, work the area being seeded with discs, harrows, or other appropriate equipment to obtain a reasonably even and loose seedbed. Place topsoil as specified in 625.3.3.

630.3.3 Sowing Methods

630.3.3.1 General

(1) Select the method of sowing from either method A, method B, method C, or an appropriate combination of methods A, B, and C. Obtain the engineer's approval for the sowing method and specific procedures used for each seed mixture used before sowing that mixture.

630.3.3.2 Method A

(1) Sow the selected seed mixture using equipment adapted to the purpose, or by scattering it uniformly over the areas to be seeded. Lightly rake or drag to cover the seed with approximately 1/4 inch of soil. After seeding, lightly roll or compact the areas using suitable equipment, preferably the cultipacker type, when the engineer judges the seedbed too loose, or if the seedbed contains clods that might reduce seed germination. The contractor shall not roll slopes steeper than 1:3.

(2) If scattering seed by hand, perform this work with satisfactory hand seeders and only when the air is calm enough to prevent seeds from blowing away.

630.3.3.3 Method B

(1) Sow or spread the seed upon the prepared bed using a stream or spray of water under pressure and operated from an engineer-approved machine designed for that purpose. Place the selected seed mixture and water into a tank, provided within the machine, in sufficient quantities that when spraying the seed on a given area it is uniformly spread at the required application rate. During this process, keep the tank contents stirred or agitated to provide uniform distribution. Spread the tank contents within one hour after adding the seed to the tank. The engineer will reject seed that remains mixed with the water for longer than one hour. The engineer will not require dragging or rolling.

630.3.3.4 Method C

(1) For spring seeding of seed mixtures 70 and 70A into existing ground cover, mow existing vegetation to 4 inches or less in height 2 to 4 weeks before seeding. Ten to 14 days after mowing, spray with vegetation control herbicide conforming to 632.2.12.

(2) For fall seeding of seed mixtures 70 and 70A into existing ground cover, mow existing vegetation to 4 inches or less in height 4 to 6 weeks before seeding. Ten to 14 days after mowing, spray with vegetation control herbicide conforming to 632.2.12. Retreat with vegetation control herbicide 10 to 14 days after initial application if live vegetation persists.

(3) Seed with a rangeland type drill with one or more seed boxes that can be calibrated independently to deliver different sized seeds uniformly at the required rate and equipped with a rear-mounted press wheel for each seed drop tube. If seeding into existing vegetation or thatch, use a rangeland type drill equipped with a no-till attachment that can cut through the vegetation or thatch in front of the V disc and seed drop tube. If the configuration of the area to be seeded allows, apply seed at 1/2 the specified seed rate and apply the second 1/2 in a perpendicular direction.

630.3.4 Borrow Pits and Material Disposal Sites

(1) Seed borrow pits and material disposal sites off the right-of-way. Consult with the landowner or the landowner's agent when selecting the seed mixture.

630.3.5 Seeding Rates

(1) Use the following sowing rate for seeds in pounds per 1000 square feet:

- No. 10 at 1.5 pounds
- No. 20 at 3 pounds
- No. 30 at 2 pounds
- No. 40 at 2 pounds
- No. 60 at an equivalent seeding rate of 1.5 pounds[1]
- No. 70 or 70A at 0.4 pounds
- No. 75 at an equivalent seeding rate of 0.7 pounds[1]
- No. 80 at an equivalent seeding rate of 0.8 pounds[1]
- Temporary seeding at 3 pounds
- Nurse crop seeding at 0.8 pounds

[1] Determine the actual seeding rate by multiplying the equivalent seeding rate by the sum of the unadjusted and adjusted percentages of the various species in the seed mixtures as sown.

(2) The unadjusted percentage equals the minimum percent of purity and germination specified in the table 630-1 and table 630-2.

(3) Obtain the adjusted percentage for each of the PLS species by dividing the specified percentage of the species by the product of the percent of purity and the percent of germination for each of the PLS species as delivered.

630.3.6 Watering

(1) If rainfall is not sufficient, keep seeded areas thoroughly moist. Once the seed has germinated, do not let the top inch of soil dry out until the grass is well established. Maintain soil moisture for 30 days

unless the engineer directs or allows otherwise. Apply water in a manner that precludes washing or erosion.

630.3.7 Establishment Period for Native Seeding

(1) During the growing season after planting seed mixture 70 or 70A, mow all seeded areas twice as the engineer directs. Mow vegetation back to 6 inches when it has reached a height of at least 12 inches.

(2) During the growing season after planting seed mixture 70 or 70A, eradicate the following species from the seeded areas as soon as they become evident:

SPECIES COMMON NAME	SPECIES BOTANICAL NAME
Musk thistle	Carduus nutans
Spotted knapweed	Centaurea maculosa
Canada thistle	Cirsium arvense
Bull thistle	Cirsium vulgare
Field bindweed	Convolvulus arvensis
Leafy spurge	Euphorbia esula
Sweetclover	Melilotus species
Wild parsnip	Pastinaca sativa
Teasel	Dipsacus species
Phragmites	Phragmites australis

(3) Eradicate by hand pulling or by applying a vegetation control herbicide conforming to 632.2.12 to individual plants.

630.4 Measurement

630.4.1 Seeding

(1) The department will measure the Seeding bid items by the equivalent pound acceptably completed, measured based on net weights of seed shipments or weighed on department-approved scales the contractor furnishes. The department will deduct quantities wasted or not actually incorporated in the work according to the contract. The department will determine the equivalent pounds of seed furnished and applied by dividing the actual pounds of seed applied by the sum of the unadjusted and adjusted percentages, determined as specified in 630.3.5, of the various species in the seed mixture sown.

630.4.2 Watering

(1) The department will measure Seed Water by the 1000 gallons acceptably completed, measured as the volume indicated by engineer-approved meters or by the volume of tanks of known capacity.

630.5 Payment

(1) The department will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
630.0100 - 0199	Seeding (mixture)	LB
630.0200	Seeding Temporary	LB
630.0300	Seeding Borrow Pit	LB
630.0400	Seeding Nurse Crop	LB
630.0500	Seed Water	MGAL

(2) Payment for the Seeding bid items is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified; and for preparing the seed bed, sowing, covering, and firming the seed. If the landowner does not want the pit or material disposal site seeded, or seeded with any of the mixtures allowed, the department will not pay for fertilization or seeding of those areas.

(3) Payment for Seed Water is full compensation for watering seed.

(4) The department will pay separately for seed covering required under 630.3.1 as follows:

- Under the Mulching bid items as specified in 627.5.
- Under the Erosion Mat and Soil Stabilizer Type A bid items as specified in 628.5.
- Absent the appropriate bid items, as extra work.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
N7725 Hwy 28
Horicon, WI, 53032

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

April 12, 2021

Robert Zignego
N120W17520 Freistadt Road
Germantown, WI 53022

GP-SE-2021-67-01107

RE: Coverage under the wetland statewide general permit to impact wetlands from residential, commercial and industrial activities, located in the Village of Germantown, Washington County, docket GP-SE-2021-67-01107.

Dear Mr. Zignego:

Thank you for submitting an application for a General Permit to impact wetlands from residential, commercial and industrial activities located in the NW 1/4, SE 1/4, Sec. 24, T. 09, R. 20E, Village of Germantown, Washington County.

You have certified that your project meets the eligibility criteria for this activity. Based upon your signed certification you may proceed with your project. Please take this time to re-read the permit standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit (found at http://dnr.wi.gov/topic/waterways/ - keyword: general permits). The permit conditions are attached to this letter. **You are responsible for meeting all general permit eligibility standards and permit conditions.** This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first.

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Marty Dillenburg at (920) 296-6507 or email marty.dillenburg@wisconsin.gov to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, recreational value and other functions and values wetlands provide to current and future generations. You are responsible for obtaining any other local, state or federal permits that are required before starting your project.

Sincerely,

Marty Dillenburg
Water Management Specialist

Copy to: A.J. Kitchen, Project Manager, US Army Corps of Engineers
Jeff Retzlaff, Director of Community Development, Village of Germantown

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.

2. **Certification.** Acceptance of general permit WDNR-GP1-2017 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.

3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.

4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP1-2017

5. **Expiration.** This WDNR-GP1-2017 expires on April 12, 2026. The time limit for completing work authorized by the provisions of WDNR-GP1-2017 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP1-2017 or until the discharge is completed, whichever occurs first.

6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.

7. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.

8. **Project Start.** You shall notify the Department before starting construction.

9. **Permit Posting.** You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete.

10. **Permit Compliance.** The department may modify or revoke coverage of this permit if the project is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.

11. **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized.

12. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.

13. **Project Completion.** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.

14. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP1-2017 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.

15. **Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP1-2017 and applicable laws.

16. **Erosion and siltation controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code.

17. **Equipment use.** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications.

18. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to http://dnr.wi.gov/topic/Invasives/bmp.html.

19. **Federal and State Threatened and Endangered Species.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.

20. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.

21. **Historic Properties and Cultural Resources.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.

22. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1-800-943-0003.

23. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats.

24. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.

25. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.

26. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP1-2017.

27. **Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if any of the following occur:

a. The applicant fails to comply with the terms and conditions of WDNR-GP1-2017.

b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

May 11, 2021

Regulatory File No. 2021-00574-AJK

Robert Zignego
N120W17520 Freistadt Road
Germantown, WI 53022

Dear Mr. Zignego:

We are responding to your request for authorization to construct a residential driveway in Germantown. The proposed work is located in Section 24, Township 9 North, Range 20 East, Washington County, Wisconsin.

Project authorization:
The regulated activities associated with this project include Discharge of fill material into 960 square feet of wetland for the purpose of constructing a residential driveway on a private property. We have determined that these activities are authorized by a Nationwide Permit (NWP) or a Regional General Permit (RGP), specifically, NWP 29, Residential Developments. This work is shown on the enclosed figures, labeled 2021-00574-AJK Figures 1-3 of 3.

Conditions of your permit:
You must ensure the authorized work is performed in accordance with the enclosed General Permit terms, General Conditions, and St. Paul District Regional Conditions.

You are also required to complete and return the enclosed Compliance Certification form within 30 days of completing your project. Please email the completed form to the contact identified in the last paragraph.

A change in location or project plans may require re-evaluation of your project. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of this permit invalidates this authorization and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Water Quality Certification:
You must also comply with the enclosed Water Quality Certification conditions associated with this General Permit.

Permit expiration:
The 2021 NWP is valid until March 14, 2026 unless modified, suspended, or revoked. If the work has not been completed by that time, you should contact this office to verify that the permit is still valid. Furthermore, if you commence or are under contract to commence this activity before the date of General Permit expiration, modification, or revocation, you have 12 months to complete the activity under the present terms and conditions of the General Permit.

Jurisdictional determination:

No jurisdictional determination was requested or prepared for this project. While not required, you may request a jurisdictional determination from the contact identified in the last paragraph.

Contact Information:

If you have any questions, please contact me in our Brookfield office at (651) 290-5729 or by email at anthony.j.kitchen@usace.army.mil.

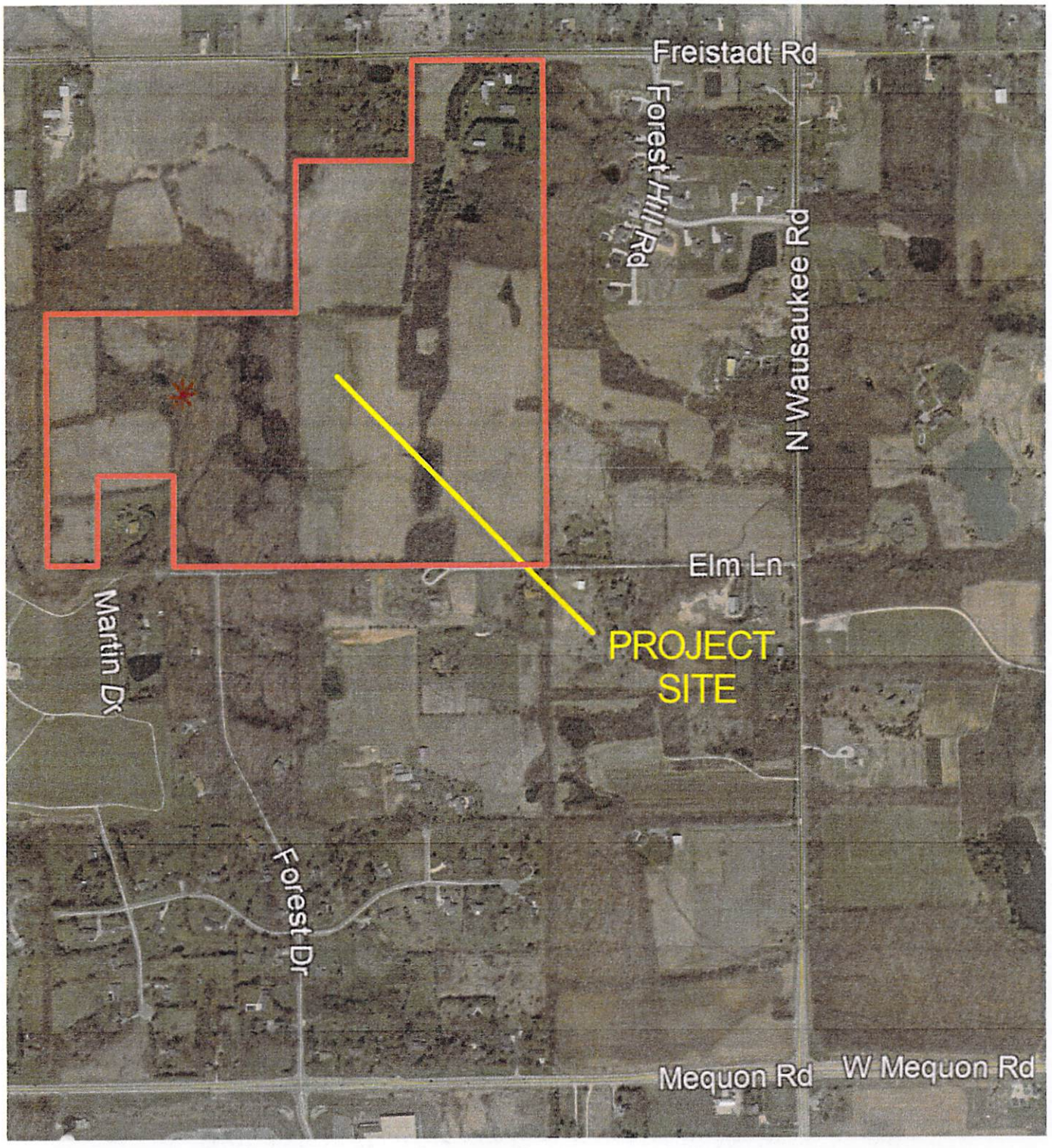
Sincerely,

for A.J. Kitchen
Project Manager

Enclosures

CC: Marty Dillenburg, WI DNR (GP-SE-2021-67-01107)

2021-00574-AJK Figure 1



LEGEND

Approximate Project Site Boundary

Full subdivision

Figure:	Figure 1 - Site Location Map
Site Location:	Luther Property Germantown, Washington, WI
Source:	Google Earth

BAY Environmental STRATEGIES, INC.

N

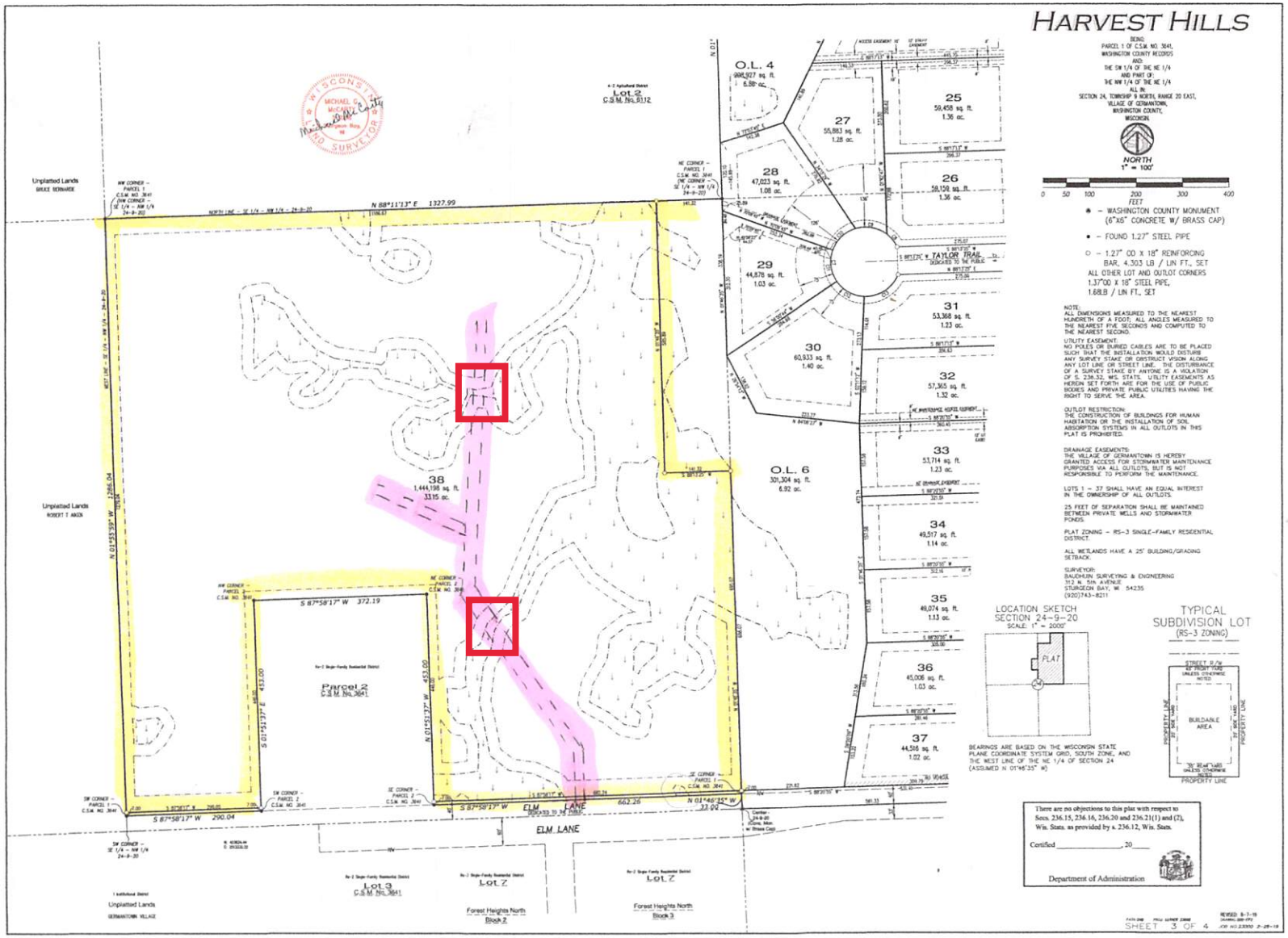
Client: Top Leaf Development

Date: Nov 2017

Scale: Not to Scale

Drawn By: MOL

2021-00574-AJK Figure 2

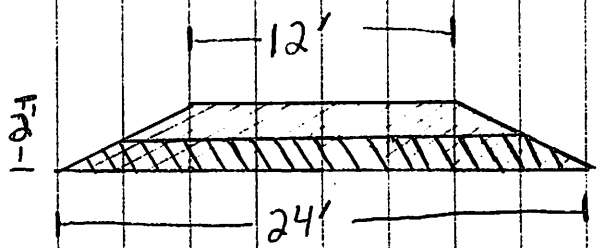


Regulated impacts in red

= Proposed Driveway

2021-00574-AJK Figure 3

Driveway Cross Section



= Gravel

= Breaker Rock

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
N7725 Hwy 28
Horicon, WI, 53032

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

April 12, 2021

Robert Zignego
N120W17520 Freistadt Road
Germantown, WI 53022

GP-SE-2021-67-01107

RE: Coverage under the wetland statewide general permit to impact wetlands from residential, commercial and industrial activities, located in the Village of Germantown, Washington County, docket GP-SE-2021-67-01107.

Dear Mr. Zignego:

Thank you for submitting an application for a General Permit to impact wetlands from residential, commercial and industrial activities located in the NW 1/4, SE 1/4, Sec. 24, T. 09, R. 20E, Village of Germantown, Washington County.

You have certified that your project meets the eligibility criteria for this activity. Based upon your signed certification you may proceed with your project. Please take this time to re-read the permit standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit (found at http://dnr.wi.gov/topic/waterways/ - keyword: general permits). The permit conditions are attached to this letter. **You are responsible for meeting all general permit eligibility standards and permit conditions.** This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first.

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Marty Dillenburg at (920) 296-6507 or email marty.dillenburg@wisconsin.gov to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, recreational value and other functions and values wetlands provide to current and future generations. You are responsible for obtaining any other local, state or federal permits that are required before starting your project.

Sincerely,

Marty Dillenburg
Water Management Specialist

Copy to: A.J. Kitchen, Project Manager, US Army Corps of Engineers
Jeff Retzlaff, Director of Community Development, Village of Germantown

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.

2. **Certification.** Acceptance of general permit WDNR-GP1-2017 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.

3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.

4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP1-2017

5. **Expiration.** This WDNR-GP1-2017 expires on April 12, 2026. The time limit for completing work authorized by the provisions of WDNR-GP1-2017 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP1-2017 or until the discharge is completed, whichever occurs first.

6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.

7. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.

8. **Project Start.** You shall notify the Department before starting construction.

9. **Permit Posting.** You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete.

10. **Permit Compliance.** The department may modify or revoke coverage of this permit if the project is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.

11. **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized.

12. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.

13. **Project Completion.** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.

14. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP1-2017 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.

15. **Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP1-2017 and applicable laws.

16. **Erosion and siltation controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code.

17. **Equipment use.** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications.

18. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to http://dnr.wi.gov/topic/Invasives/bmp.html.

19. **Federal and State Threatened and Endangered Species.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.

20. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.

21. **Historic Properties and Cultural Resources.** WDNR-GP1-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.

22. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1-800-943-0003.

23. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats.

24. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.

25. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.

26. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP1-2017.

27. **Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if any of the following occur:

a. The applicant fails to comply with the terms and conditions of WDNR-GP1-2017.

b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

29. Residential Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of a single residence, a multiple unit residential development, or a residential subdivision. This NWP authorizes the construction of building foundations and building pads and attendant features that are necessary for the use of the residence or residential development. Attendant features may include but are not limited to roads, parking lots, garages, yards, utility lines, storm water management facilities, septic fields, and recreation facilities such as playgrounds, playing fields, and golf courses (provided the golf course is an integral part of the residential development).

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges of dredged or fill material into non-tidal wetlands adjacent to tidal waters.

Subdivisions: For residential subdivisions, the aggregate total loss of waters of United States authorized by this NWP cannot exceed 1/2-acre. This includes any loss of waters of the United States associated with development of individual subdivision lots.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authorities: Sections 10 and 404)

Enclosure A

2021 Nationwide Permits (NWP)
St. Paul District Regional Conditions

To qualify for NWP authorization, the prospective permittee must comply with the following regional conditions, as applicable, in addition to any case specific conditions imposed by the division engineer. The St. Paul District Regulatory website will provide current information regarding NWPs and the necessary 401 Water Quality Certifications at https://www.mvp.usace.army.mil/missions/regulatory/nwp/. Every person who wishes to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

The following NWPs have been revoked and are not available for use in St. Paul District: NWPs 12, 21, 48, 50, 55, 56, 57, and 58.

Information on other permits available for use in St. Paul District can be found at: https://www.mvp.usace.army.mil/Missions/Regulatory/Permitting-Process-Procedures/.

Any regulated activity eligible for authorization under a St. Paul District Special Area Management Plan (SAMP) general permit is not eligible for authorization by NWPs.

The following regional conditions are applicable to all 2021 NWPs:

A. **Linear Projects:** No linear utility or linear transportation projects are eligible for authorization by NWPs. These projects will be reviewed for authorization under the St. Paul District's regional general permits or an individual permit.

B. **Temporary Impacts:** All regulated temporary impacts to waters of the U.S. must comply with the following criteria:

   (1) If the temporary impacts in waters of the U.S., including wetlands, that occur as a result of the regulated activity would remain in place for longer than 90 days between May 15 and November 15, a PCN is required.

   (2) Any PCN with temporary impacts must specify how long the temporary impact will remain and include a restoration and re-vegetation plan showing how all temporary fills and structures will be removed and the area restored to preconstruction contours and elevations. Native, non-invasive vegetation must be used unless otherwise authorized by a Corps NWP verification.

C. **PCNs for Apostle Islands National Lakeshore and Madeline Island**: A project proponent must notify the District by submitting a PCN if the regulated activity would result in excavation, fill, or the placement of a new structure within the boundaries of Apostle Islands National Lakeshore and Madeline Island in Wisconsin.

D. **Calcareous fens:**

   WISCONSIN: No work in a calcareous fen is authorized by a NWP unless the Wisconsin Department of Natural Resources (WI DNR) has approved a permit for the proposed regulated activity. Project proponents must provide evidence of an approved permit to the District.

   MINNESOTA: No work in a calcareous fen is authorized by a NWP unless the Minnesota Department of Natural Resources (MN DNR) has approved a calcareous fen management plan specific to a project that otherwise qualifies for authorization by a NWP. Project proponents must provide evidence of an approved fen management plan to the District. A list of known Minnesota calcareous fens can be found at: http://files.dnr.state.mn.us/eco/wetlands/calcareous_fen_list.pdf.

E. **Special Aquatic Resources:** A project proponent must notify the District by submitting a PCN if a regulated activity would occur in any of the following aquatic resources:

(1) State-designated wild rice waters[1,2];

(2) Bog wetland plant communities[1,3];

(3) Fens[1,3];

(4) Coastal plain marshes[1,4];

(5) Interdunal wetlands[1,4];

(6) Great Lakes ridge and swale complexes[1,4];

(7) Aquatic resources within Lake Superior National Estuarine Research Reserve;

(8) Ramsar wetland sites, including: the Horicon Marsh, Upper Mississippi River Floodplain Wetland, Kakagon and Bad River Slough, Door Peninsula Coastal Wetlands, Chiwaukee Illinois Beach Lake Plain, and Lower Wisconsin Riverway. The complete up to date Ramsar list is available at https://rsis.ramsar.org.

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[1] Information about Wisconsin plant community types for 1-6 above may be obtained from: http://dnr.wi.gov/topic/EndangeredResources/Communities.asp?mode=group&Type=Wetland

[2] Information regarding wild rice waters and their extent may be obtained from: https://www.dnr.state.mn.us/wildlife/shallowlakes/wildrice.html and https://gisdata.mn.gov/dataset/biota-wild-rice-lakes-dnr-wld in Minnesota, https://dnr.wisconsin.gov/topic/wildlifehabitat/rice.html in Wisconsin, and an interactive map is provided at: http://maps.glifwc.org/ (under Treaty Resources – Gathering).

[3] Additional information on bog and fen communities can be found at: http://www.mvp.usace.army.mil/missions/regulatory.aspx and in Minnesota at http://www.dnr.state.mn.us/npc/classification.html.

[4] Coastal plain marshes, interdunal wetlands, and Great Lakes ridge and swale complexes are specific to Wisconsin

2021 Nationwide Permit General Conditions

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she

makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either

some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary,

to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality.

(a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States

for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

(Transferee)

_____

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) *Timing*. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to

cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification*: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4)

(i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the

proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification*: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination*:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

US Army Corps of Engineers ®
St. Paul District

COMPLIANCE CERTIFICATION

Regulatory File Number: 2021-00574-AJK

Name of Permittee: Robert Zignego

County/State: Washington County, WI

Date of Issuance: May 11, 2021

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the Corps contact identified in your verification letter within 30 days.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

By signing below, the permittee is certifying that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the permit, and any required mitigation was completed in accordance with the permit conditions.

_____ _____

Signature of Permittee Date

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 20, 2021

AGENDA ITEM: New Business **[ORDINANCE]**

ITEM TITLE: Village of Germantown Floodplain Zoning Code Revision (Chapter 23 of the Germantown Municipal Code)

SUBMITTED BY: Emily Zandt, Associate Planner

SUMMARY EXPLANATION:
Since 1974, the Village of Germantown has been a "participating community" in the National Flood Insurance Program (NFIP) administered through the Federal Emergency management Agency (FEMA). In exchange for adopting and enforcing a floodplain management ordinance, Federally-backed flood insurance and disaster relief is made available to residents and property owners throughout the Village.

One of the requirements of the NFIP is that each time FEMA provides updated and/or additional flood hazard information concerning land within the Village of Germantown, the Village must adopt said information as well as the latest model floodplain ordinance of the WI DNR.

FEMA has finalized updated Flood Insurance Studies (FIS) and updated Flood Insurance Rate Maps (FIRMs) that were completed as a part of the Cedar Creek Risk MAP (Mapping, Assessment and Planning) project in Washington County. This study included detailed studies of 80 miles of stream including Cedar Creek and 24 tributaries and impacted five (5) FIRM Panels within the Village of Germantown (see location/maps included in the packet).

These revised FIS and FIRM Panels are included by reference in the latest version of the model floodplain ordinance prepared and recommended for adoption by the WI DNR. Adopting this revised ordinance as Chapter 23 of the Germantown Municipal Code and the revised floodplain maps by February 25, 2022, will ensure that the Village's code meets the requirements of the NFIP and that the Village remain in good standing as a "participating community".

PLAN COMMISSION RECOMMENDATION:

APPROVE the proposed Floodplain Zoning Code amendment (Ordinance 17-2021) as drafted which includes by reference the revised Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) having an effective date of February 25, 2022.

APPLICATION, PLANS & RELATED DOCUMENTS:
All relevant documents, including the rezoning ordinance, CUP resolution, 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.

FLOODPLAIN ZONING CODE AMENDMENT

12/13/21 Plan Commission Meeting

Village of Germantown

Planning & Zoning Report **Germantown, Wisconsin**

Summary

The Community Development Department is presenting an updated Floodplain Zoning Code (Chapter 23 of the Germantown Municipal Code), a revised Flood Insurance Study (FIS), and revised Flood Insurance Rate Maps (FIRMs) for consideration and adoption for the purpose of maintaining the Village's eligibility in the Federal National Flood Insurance Program (NFIP).

Background/Staff Comments

As stated in the purpose section of the Village's Floodplain Zoning Ordinance (Chapter 23 of the Municipal Code), two of the primary purposes of the ordinance and regulations contained therein are to "protect life, health and property" and "minimize rescue and relief efforts undertaken at the expense of the taxpayers". As such, the Village of Germantown is a "participating community" in the National Flood Insurance Program (NFIP) that is administered through the Department of Homeland Security's Federal Emergency Management Agency (FEMA). In exchange for adopting and enforcing a floodplain management ordinance, Federally-backed flood insurance and disaster relief is made available to residents and property owners throughout the Village because of our status as a "participating community". The NFIP was established in 1968 and the Village of Germantown has been an ongoing participating community since 1974.

Communities that participate in the NFIP are responsible for making sure our floodplain management regulations (adopted and enforced under the Village's Floodplain Zoning Code) meet or exceed the minimum requirements of the NFIP in Section 60.3 Title 44 of the Code of Federal Regulations (44 CFR) and Chapter NR 116 Wisconsin Administrative Code. One of the NFIP requirements is that each time FEMA provides updated and/or additional flood hazard information concerning the Village of Germantown, the Village is required to adopt that information, as well as, the latest information or floodplain management requirements of the DNR.

In 2013, the Village adopted revised FIS and FIRMs covering the entire Village as a part of FEMA's nationwide "Flood Map Modernization" program that began in 2006. This program was intended to create more reliable and accurate floodplain maps in a digital format (vs. the old paper maps). The resulting maps presented the floodplain boundaries, hazard areas, and flood elevations overlayed on aerial photography. Since the completion of the "Flood Map Modernization" program, FEMA and the DNR have been conducting additional, more detailed studies of certain watersheds.

In addition to an ordinance amendment, updated FIS and FIRMs were adopted in 2015 as a result of a more detailed study of the Rock River watershed area in Washington County including Amy Belle Creek and the Bark River in the Village of Richfield. The updated FIS and FIRM panel revisions did not actually affect area in the Village of

Germantown, but the FIRM panels impacted covered area beyond the Village of Richfield into the Village of Germantown.

The updated FIS and FIRMs presented for adoption today were completed as a part of the Cedar Creek Risk MAP (Mapping, Assessment and Planning) project in Washington County. This study included new and revised studies for 80 miles of stream including Cedar Creek and 24 tributaries. The project reached FEMA's Letter of Final Determination (LFD) as of August 25, 2021. That date was the beginning of the 6-month floodplain zoning ordinance adoption phase. All jurisdictions in Washington County are affected by the recent study and updated maps and have until February 25, 2022 to adopt the revised FIS and FIRM Panels as well as the WI DNR's model Floodplain Zoning Ordinance, which was effective April 5, 2021. The adoption of these items will allow the Village of Germantown to remain in good standing with the NFIP.

The Cedar Creek study affected five (5) FIRM Panels in the Village of Germantown, primarily along the northern and western edges of the Village (see maps for location reference). The revised panels have been included in the packet. Washington County has posted an interactive Story Map which shows the current Cedar Creek floodplain map as well as the revised floodplain map for easy comparison. The map can be found here:
https://washingtoncowi.maps.arcgis.com/apps/StorytellingSwipe/index.html?appid=ec0dbac67b0c481091de6779a24a79ec

The WI DNR's updated model Floodplain Zoning Ordinance, effective April 5, 2021, is in large part the same as the ordinance the Village adopted in 2013. One of the more major changes of the ordinance is the addition of language within the Nonconforming Uses section. This section provides language related to Wisconsin Act 175 which essentially prevents jurisdictions from prohibiting repair, reconstruction or improvement of a non-conforming structure based on cost if, as a result of the repair, the nonconforming building will be permanently changed to comply with the floodplain ordinance or living quarters in the nonconforming building are raised to at or above the flood protection elevation.

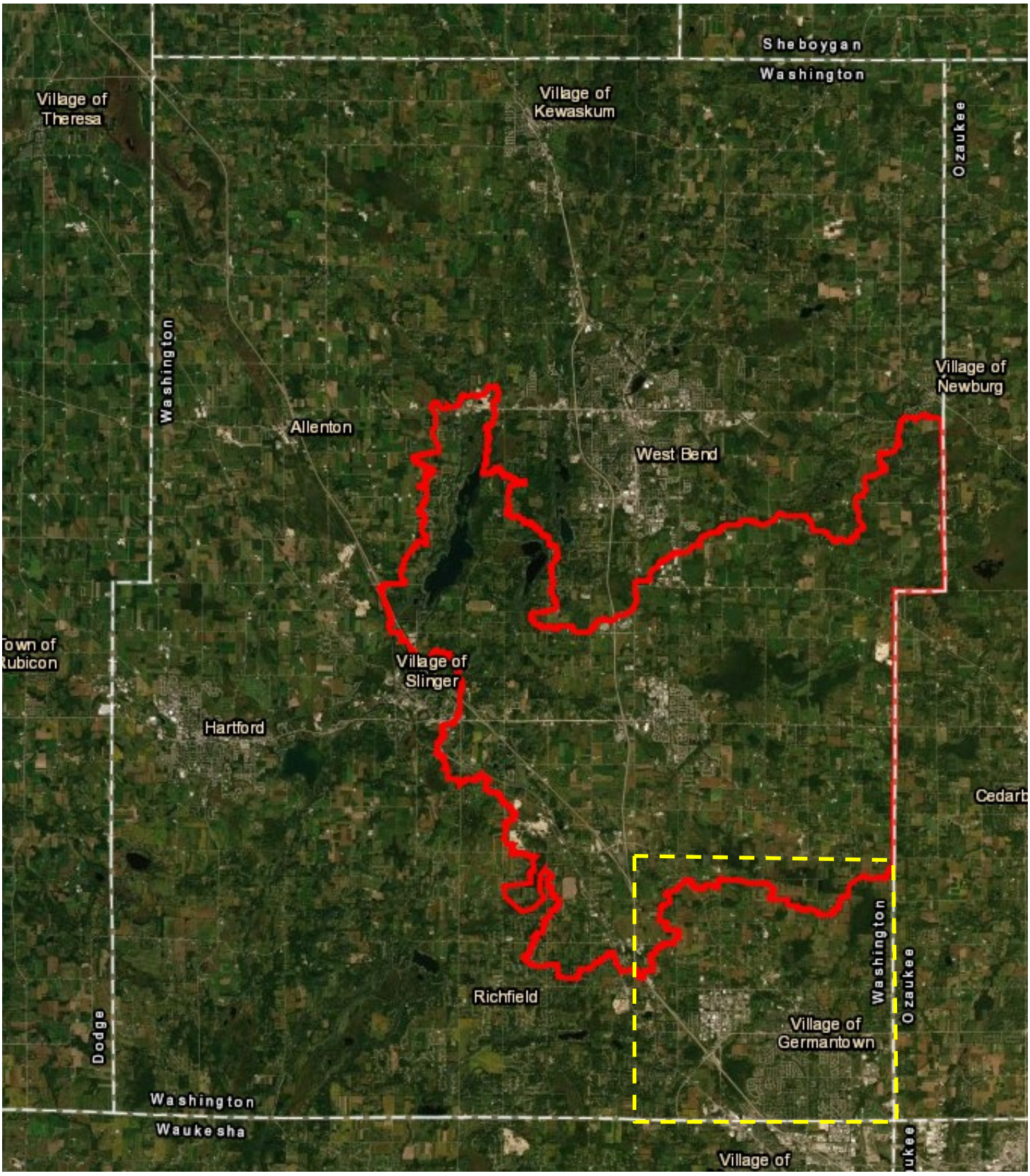
The WI DNR has recommended that all jurisdictions repeal and replace their current Floodplain Zoning Ordinance with the revised Model Ordinance that meets all of the requirements necessary to maintain participation in the NFIP.

Note: Due to the page length, the revised FIS documents have not been included in the packet. The FIS Reports can be viewed under "Pending Products" on the FEMA website here:
https://msc.fema.gov/portal/availabilitySearch?addcommunity=550472&communityName=GERMANTOWN,%20VILLAGE%20OF#searchresultsanchor
You may also contact Planning and Zoning staff if you would like to review those documents. Staff's presentation will include aerial and other images that will assist in visualizing the map revisions and areas impacted.

Staff Recommendation

APPROVE the proposed Floodplain Zoning Code amendment as drafted which includes by reference the revised Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM's) having an effective date of February 25, 2022.

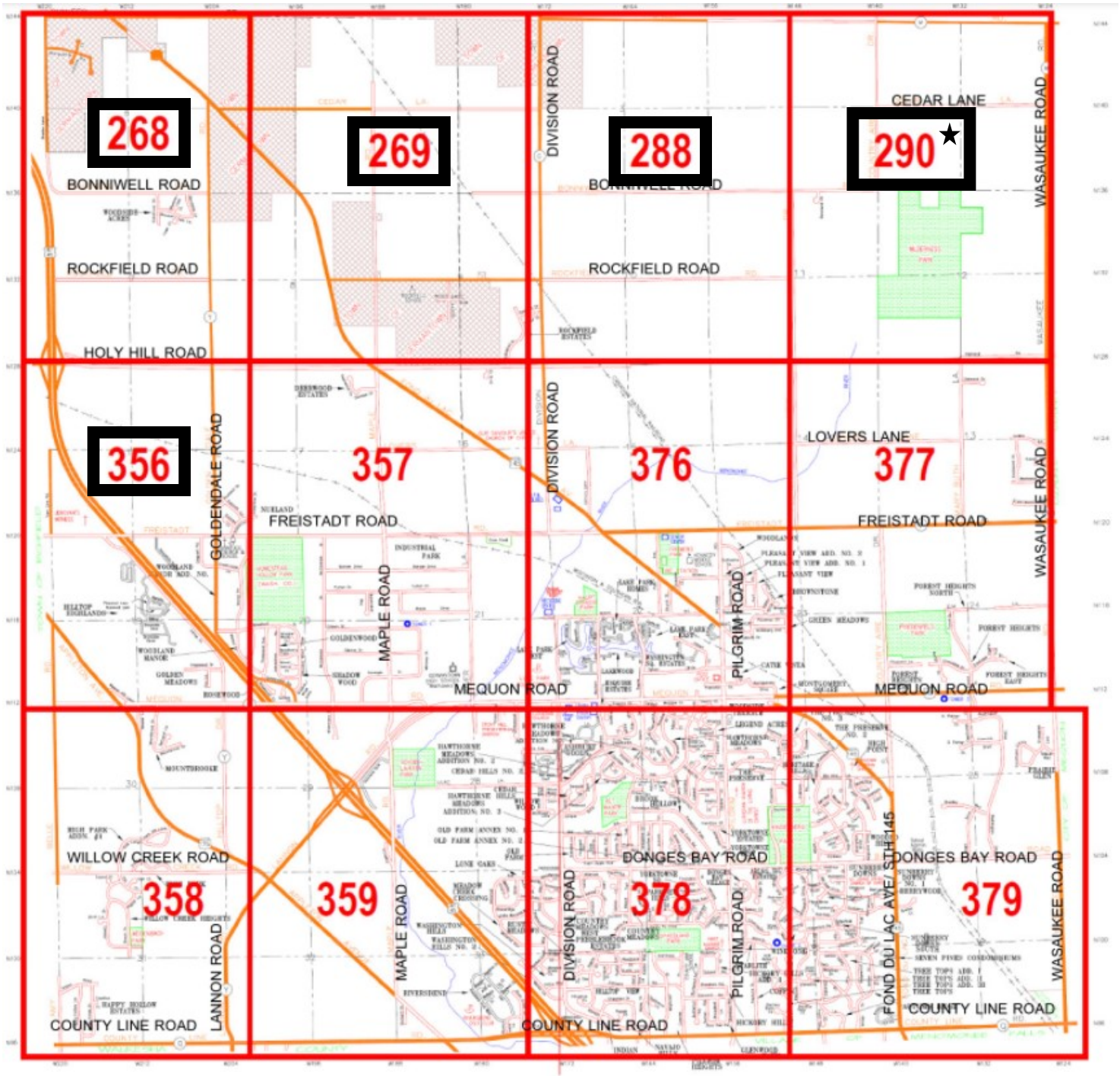
Cedar Creek Study Area within Washington County



Cedar Creek Study Area

Village of Germantown - general boundary

Impacted FIRM Panels in the Village of Germantown



FIRM Panels impacted by Cedar Creek Watershed Risk MAP Study—
Revised Panels to be effective 2/25/21

★ Currently effective FIRM Panel 290 will become 289 with the amended panels effective 2/25/22.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



September 17, 2021

Mr. Dean Wolter
President, Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
Sent via email: dwolter@village.germantown.wi.us

Dear Mr. Wolter:

Recently, Villageof Germantown received a Letter of Final Determination (LFD) date of February 25, 2022, from the Federal Emergency Management Agency (FEMA) notifying the village that updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS) for Washington County must be adopted into the local floodplain ordinance within six months. The village ordinance must be updated and approved by DNR and FEMA no later than **February 25, 2022 or your community will be suspended from the National Flood Insurance Program (NFIP).**

This letter and the documents located at: https://dnr.wi.gov/topic/FloodPlains/riskmap.html, under Cedar Creek – Washington County, explain the ordinance adoption process. Please use the new Model Floodplain Ordinance, effective April 2021, for all updates. The 2021 state model meets the minimum requirements of the NFIP and Chapter NR116, Wisconsin Administrative Code. The link above contains the following files:

- FIRM and FIS Information for the Official Maps Section of the Local Floodplain Ordinance – The document lists each community's FIRMs and FIS.

- Storage District Maps for Washington County- The Villages of Slinger, Richfield and Jackson, and Washington County all have updated flood storage maps to add to their ordinance. DNR staff can assist with the wording in the ordinance. Local floodplain zoning staff from the affected communities need to download copies of the updated map panels to have on file for regulatory purposes.

- Checklist for Standard Model Ordinance - Checklist used to cross reference local sections, to ensure all applicable text is included.

- 2021 Standard Model Ordinance – An editable copy of the WDNR 2021 Standard Model Ordinance for communities in Word format.

- Adopting an Ordinance: A Step By Step Guide - A quick guide outlining the adoption process.

DNR staff are prepared to assist you in the ordinance review and adoption process, provide example public notices and explain state and federal regulatory requirements. Communities are encouraged to have DNR staff review the draft local floodplain ordinance well before the ordinance is presented to the local governing body for adoption in order to ensure compliance with the NFIP and Chapter NR116, Wisconsin Administrative Code. We advise you to start on this process as soon as possible to allow for the time necessary to complete the adoption process and to allow for any unintentional delays. FEMA will not permit extensions beyond the **February 25, 2022** deadline. **If the ordinance is not legally adopted by the community and approved by the DNR and FEMA, the community will be immediately suspended from the NFIP.**

The process for amending a local floodplain ordinance is:

- Ordinance Draft (recommended) – Email draft ordinance to DNR at DNRfloodplian@Wisconsin.gov for review 2-4 weeks prior to the public hearing to ensure it is compliant with the minimum standards of the NFIP and Chapter NR116, Wisconsin Administrative Code before adoption. We advise the Community to adopt the DNR model as it does meet current minimum standards for the NFIP and Chapter NR116. However, the community may be more restrictive than the minimum standards, if desired.

- Notice of Public Hearing (Class2) - The publication or posting of a public hearing notice for two consecutive weeks with the final notice being published or posted **no less than seven (7) days** prior to the public hearing. It is critical that the notice is published/posted correctly because if it is not, it may not be valid and the community would be required to go through the adoption process again.

- Decision of Governing Body – Once an amended floodplain ordinance has been adopted, please submit the following information to DNRfloodplain@Wisconsin.gov within ten (10) days after adoption:

  - A certified copy of the adopted ordinance.

  - An affidavit of publication of the *notice of public hearing* from the newspaper with the notice. If the notice was posted, a notarized affidavit by the local official (usually the clerk) stating that the notice of public hearing was posted in three public places (with date and location), together with the notice, or posted in one public place and placed electronically on a municipality internet site per s. 985.02(2)(a).

  - An affidavit of publication of the *ordinance adoption* from the newspaper with the notice. If the notice was posted, a notarized affidavit by the local official (usually the clerk) stating that the notice of public hearing was posted in three public places (with date and location), together with the notice, or posted in one public place and placed electronically on a municipality internet site per s. 985.02(2)(a).

  - A pdf of the ordinance package can be e-mailed to the DNR at DNRfloodplain@wisconsin.gov. DNR staff will then forward the approved ordinance to FEMA.

For further information on the ordinance adoption process or the Wisconsin Model Ordinance, please contact Mia Van Horn, Water Regulations and Zoning Specialist, Sr., DNRFLOODPLAIN@wisconsin.gov or by phone at (608) 590-5296.

Sincerely,

Brian J. Cunningham

Brian J. Cunningham
Floodplain Management Policy Coordinator
Public Trust and Zoning Section

Cc: Jeffrey W. Retzlaff, Zoning Administrator, via email: jretzlaff@village.germantown.wi.us
Andrea Stern, DNR Water Mngmt Engineer, SE Region, Waukesha via email: andrea.stern@wisconsin.gov



FEMA Digital Flood Map Products

- **FIRM Panel Image:** Flood Insurance Rate Maps (FIRM) are digital images of flood hazard maps. The images are digital pictures of entire flood map panels that can be viewed and printed from a computer. Most communities and counties have many map panels to cover the entire jurisdiction and an index map that shows the location of each map panel.

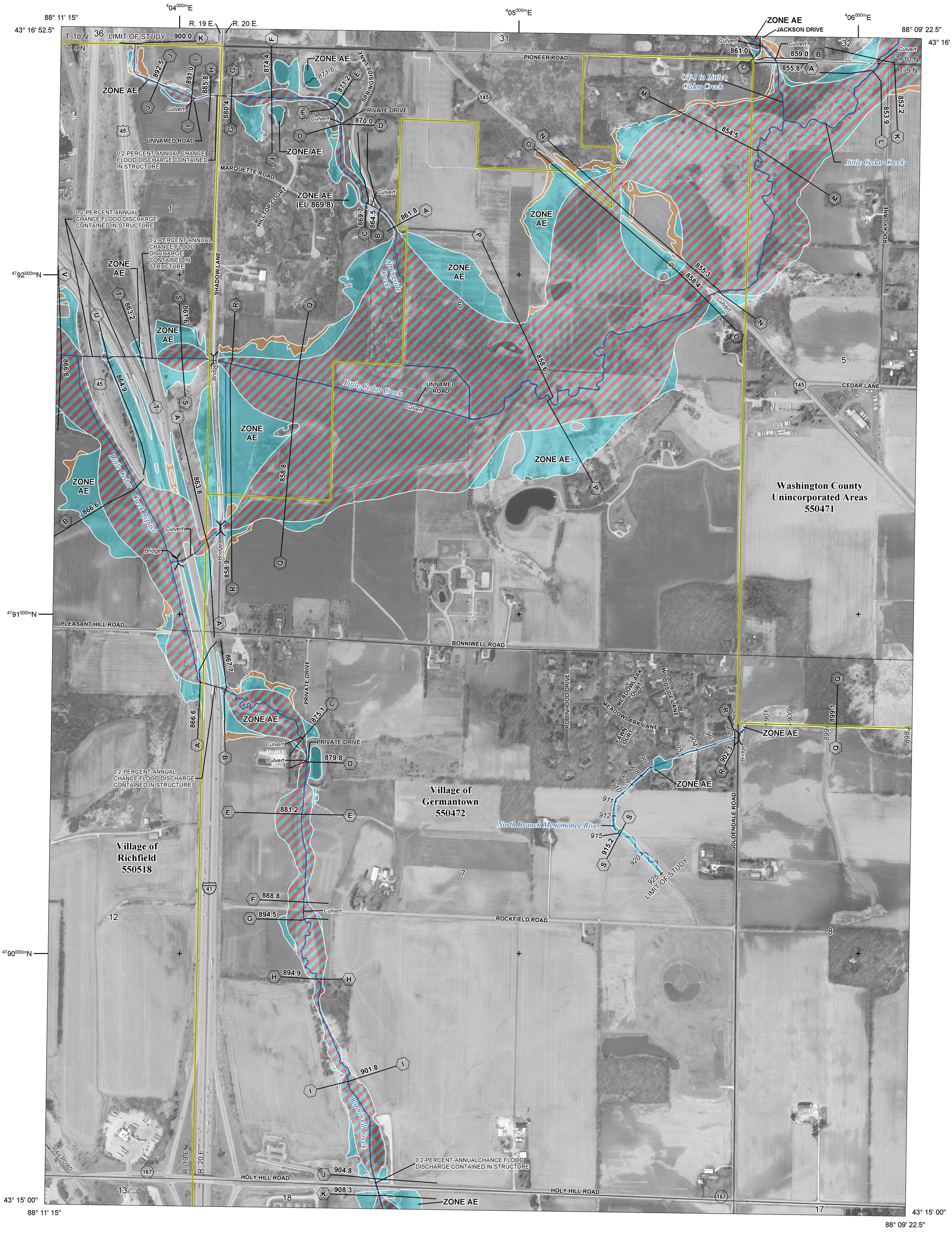
- **FIRM Worldfile:** A TFW or PGW file may accompany your flood hazard map. They are used to help view the flood maps in GIS applications.

FIRM Panel Images are TIF or PNG image files and have file names with a Community or County ID followed by a 4-digital panel number and letter suffix representing a version (e.g. 12345C0123F.tif). The FIRM worldfiles will have the same filenames but with a .tfw or .pgw extension.

FIRM Panel Images can be viewed using most freely available image viewer applications. You can also use the FIRMette-Desktop software available from the FEMA Flood Map Service Center (MSC) website at msc.fema.gov/portal/resources/firmettes. FIRM images can also be viewed in specialized GIS software where the worldfiles are used to make the images compatiable with other GIS data. See the MSC Products and Tools Overview page for more information on avialable data and tools for using FEMA's flood risk data.

For more information on available digital products, visit FEMA's Map Service Center website at https://msc.fema.gov or call the FEMA Map Information eXchange (FMIX) at 877-336-2627.

RiskMAP
Increasing Resilience Together



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A,V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Areas of Minimal Flood Hazard *Zone X*
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GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- E 18.2 / 17.5 — Cross Sections with 1% Annual Chance Water Surface Elevation
- 8 — Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- 513 — Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

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Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided in digital format by the Wisconsin Regional Orthoimagery Consortium (WROC). This aerial photography was acquired in the Spring of 2015 to create 1":1000' scale digital orthophotos with 18-in. resolution.

SCALE

N

Map Projection:
NAD 1983 HARN UTM Zone 16N;
Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet 1:6,000

0 500 1,000 2,000 Feet

0 125 250 500 Meters

PANEL LOCATOR



* PANEL NOT PRINTED



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

WASHINGTON COUNTY, WISCONSIN
And Incorporated Areas

PANEL 268 OF 395

FEMA

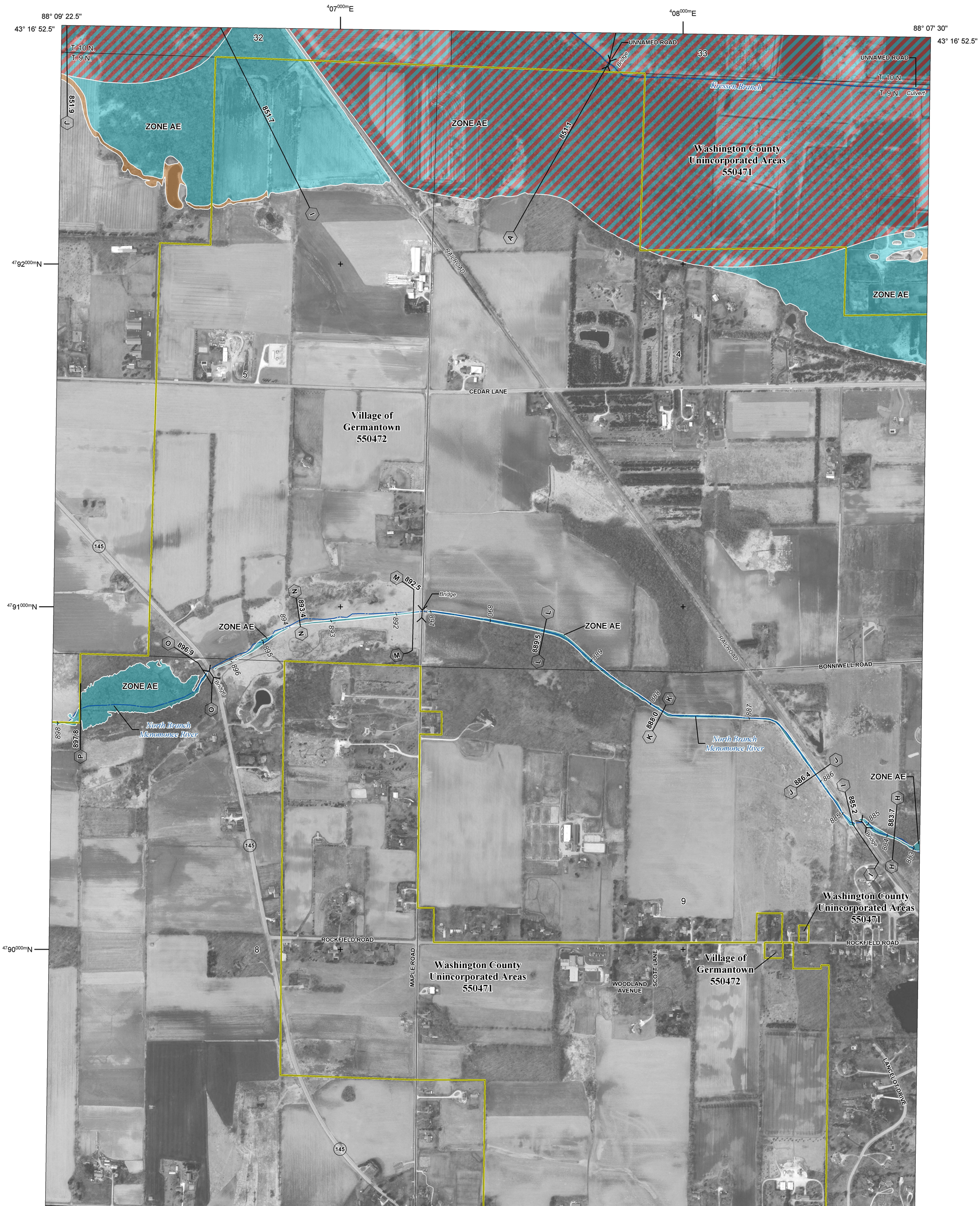
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
GERMANTOWN, VILLAGE OF	550472	0268	E
RICHFIELD, VILLAGE OF	550518	0268	E
WASHINGTON COUNTY	550471	0268	E

VERSION NUMBER
2.5.3.0

MAP NUMBER
55131C0268E

MAP REVISED
FEBRUARY 25, 2022



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 9 NORTH, RANGE 20 EAST AND TOWNSHIP 10 NORTH, RANGE 20 EAST,.

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Base map information shown on this FIRM was provided in digital format by the Wisconsin Regional Orthoimagery Consortium (WROC). This aerial photography was acquired in the Spring of 2015 to create 1":1000' scale digital orthophotos with 18-in. resolution.

SCALE

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Map Projection:
NAD 1983 HARN UTM Zone 16N;
Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet 1:6,000

0 500 1,000 2,000 Feet

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* PANEL NOT PRINTED



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

WASHINGTON COUNTY, WISCONSIN
And Incorporated Areas

PANEL 269 OF 395

FEMA

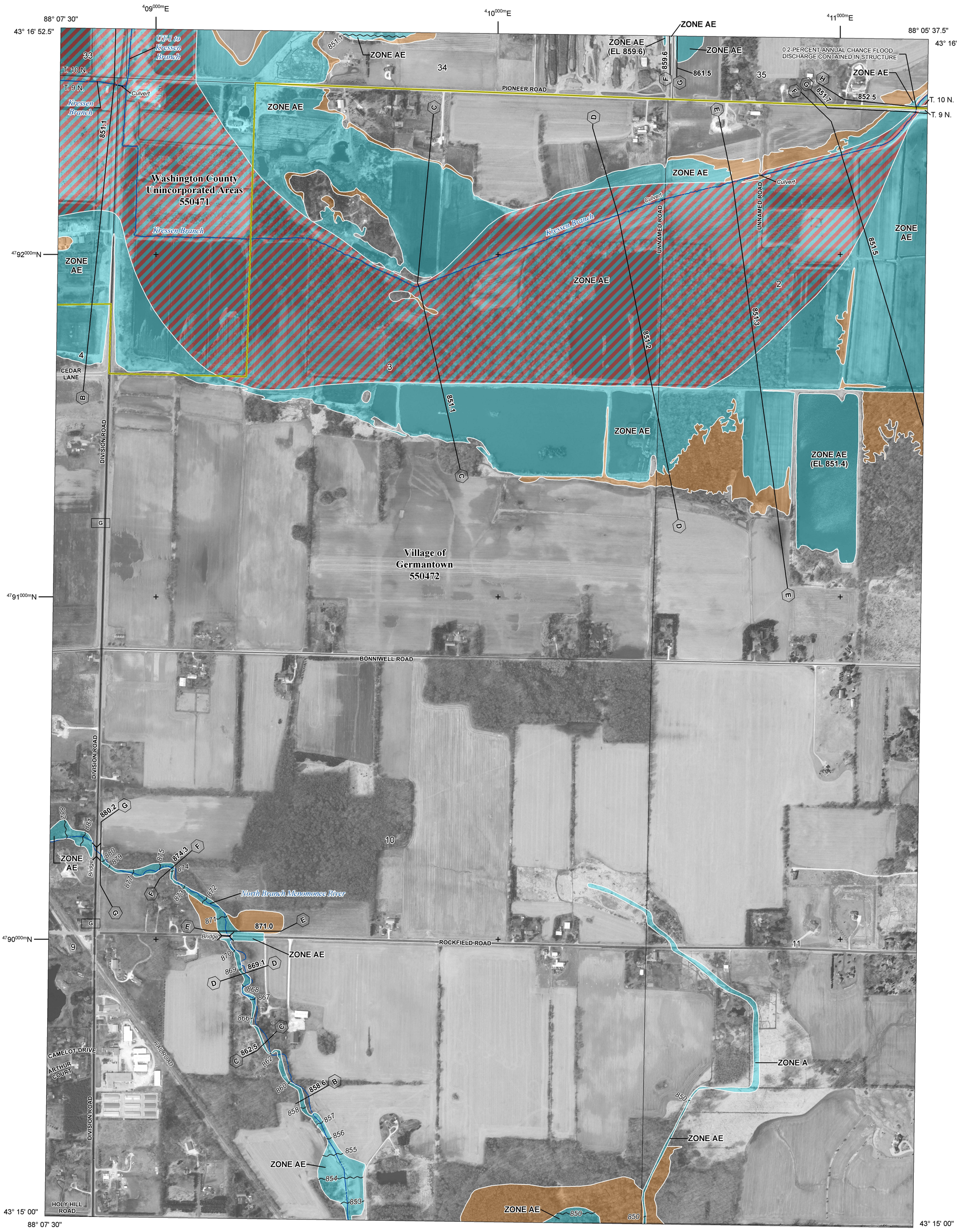
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COMMUNITY	NUMBER	PANEL	SUFFIX
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WASHINGTON COUNTY	550471	0269	E

VERSION NUMBER
2.5.3.0

MAP NUMBER
55131C0269E

MAP REVISED
FEBRUARY 25, 2022



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 9, RANGE 20 EAST AND TOWNSHIP 10, RANGE 20 EAST.

FLOOD HAZARD INFORMATION

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SCALE

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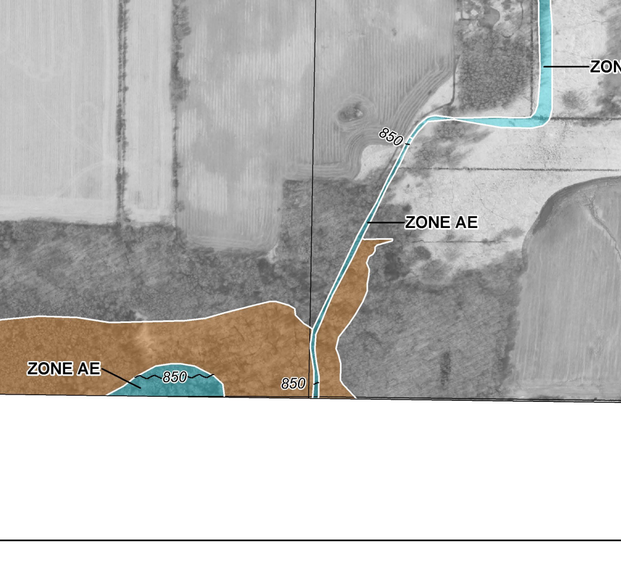
Map Projection:
NAD 1983 HARN UTM Zone 16N;
Western Hemisphere; Vertical Datum: NAD 88

1 inch = 500 feet 1:6,000

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PANEL LOCATOR



* PANEL NOT PRINTED



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

WASHINGTON COUNTY, WISCONSIN
And Incorporated Areas

PANEL 288 OF 395

FEMA

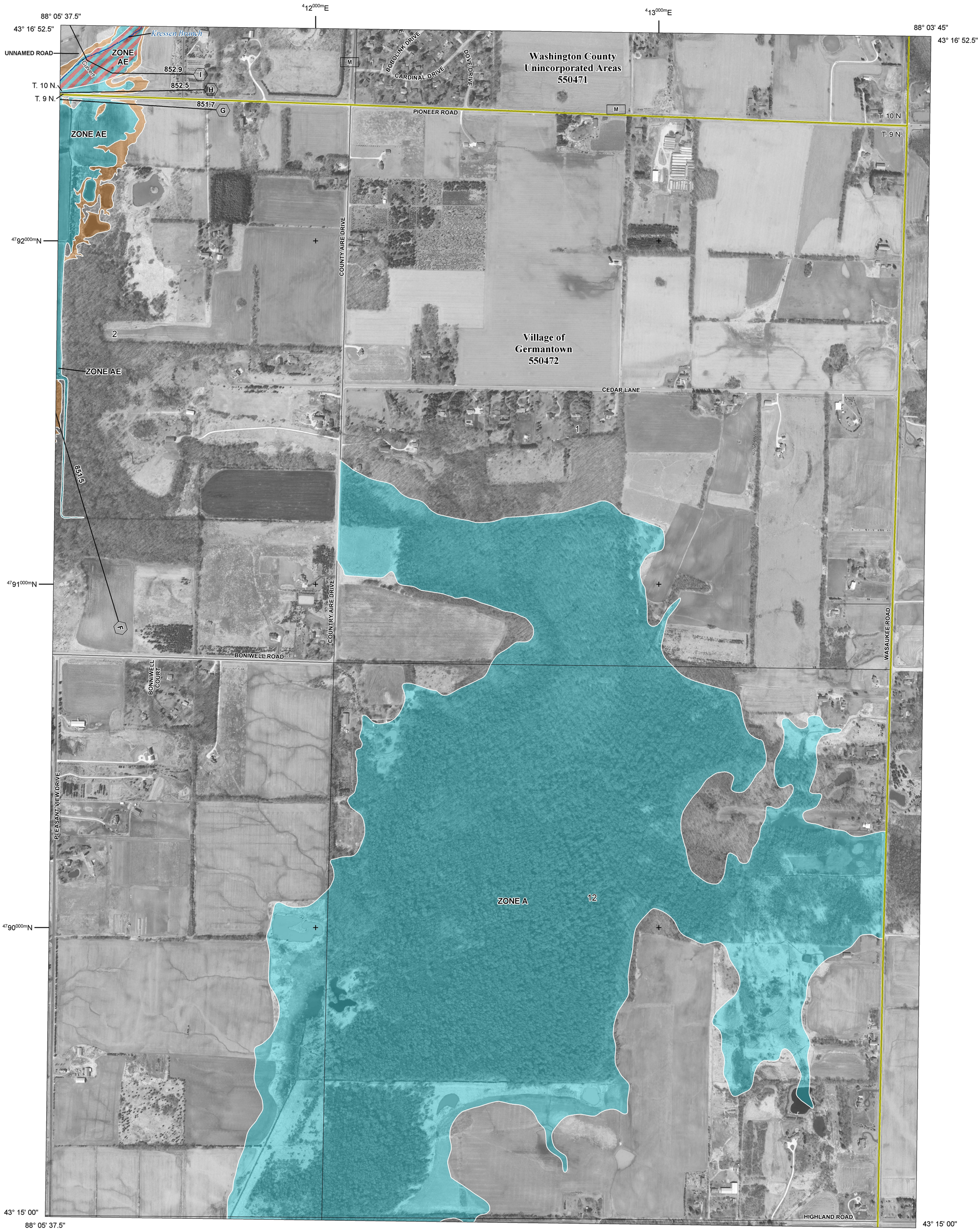
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
GERMANTOWN, VILLAGE OF	550472	0288	E
WASHINGTON COUNTY	550471	0288	E

VERSION NUMBER
2.5.3.0

MAP NUMBER
55131C0288E

MAP REVISED
FEBRUARY 25, 2022



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 9, RANGE 20 EAST AND TOWNSHIP 10, RANGE 20 EAST.

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A,V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Areas of Minimal Flood Hazard *Zone X*
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- E 18.2 / 17.5 — Cross Sections with 1% Annual Chance Water Surface Elevation
- 8 — Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- 513 — Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided in digital format by the Wisconsin Regional Orthoimagery Consortium (WROC). This aerial photography was acquired in the Spring of 2015 to create 1":1000' scale digital orthophotos with 18-in. resolution.

SCALE

N

Map Projection:
NAD 1983 HARN UTM Zone 16N;
Western Hemisphere; Vertical Datum: NAD 88

1 inch = 500 feet 1:6,000

0 500 1,000 2,000 Feet

0 125 250 500 Meters

PANEL LOCATOR



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FLOOD INSURANCE RATE MAP

WASHINGTON COUNTY, WISCONSIN
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PANEL 289 OF 395

FEMA

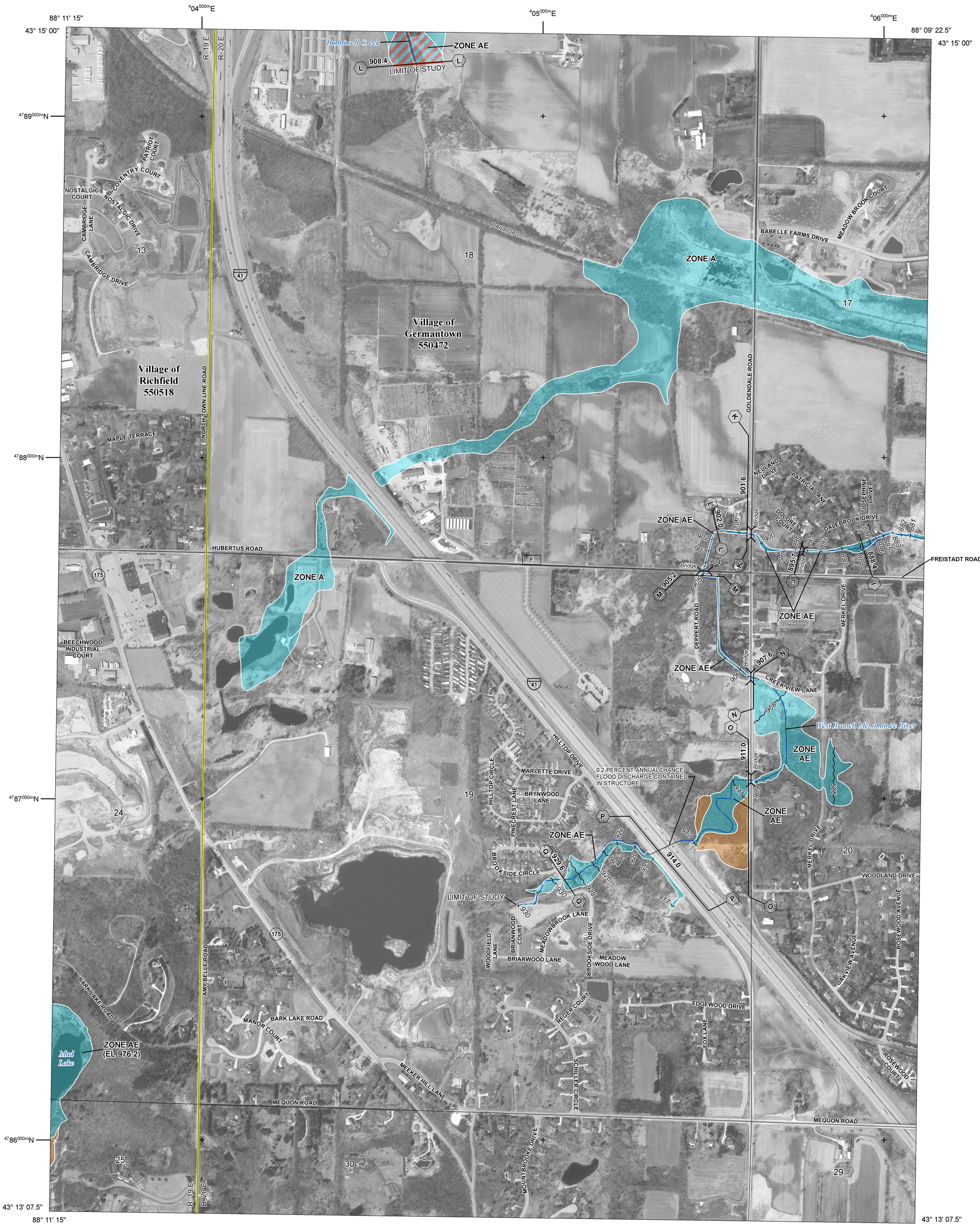
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
GERMANTOWN, VILLAGE OF	550472	0289	E
WASHINGTON COUNTY	550471	0289	E

VERSION NUMBER
2.5.3.0

MAP NUMBER
55131C0289E

MAP REVISED
FEBRUARY 25, 2022



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 9 NORTH, RANGE 19 EAST AND TOWNSHIP 9 NORTH, RANGE 20 EAST.

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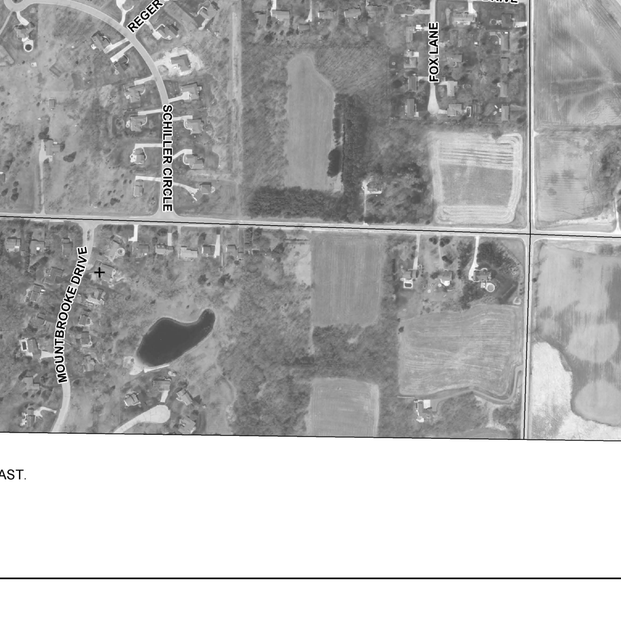
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NAD 1983 HARN UTM Zone 16N;
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PANEL LOCATOR



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NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

WASHINGTON COUNTY, WISCONSIN
And Incorporated Areas

PANEL 356 OF 395

FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
GERMANTOWN, VILLAGE OF	550472	0356	F
RICHFIELD, VILLAGE OF	550518	0356	F

VERSION NUMBER
2.5.3.0

MAP NUMBER
55131C0356F

MAP REVISED
FEBRUARY 25, 2022

ORDINANCE NO. 17-2021

AN ORDINANCE AMENDING SECTION 23 (FLOODPLAIN ZONING CODE) OF THE VILLAGE OF GERMANTOWN ZONING CODE

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

SECTION 1. That Section 23 of the Village of Germantown Municipal Code is repealed and recreated as set forth in Exhibit 1 (with all sections to be renumbered upon codification).

SECTION 2. This ordinance shall take effect and be in full force the day after its passage and publication as provided by law and approval by the Wisconsin Department of Natural Resources (DNR) and Federal Emergency Management Agency (FEMA) of the United States Department of Homeland Security.

Introduced by Trustee:

Adopted:

Vote: Ayes: Nays:

_____
Dean Wolter, Village President

ATTEST:

_____
Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

_____
Brian C. Sajdak, Village Attorney

Published:

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EXHIBIT 1

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1.0 STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE AND GENERAL PROVISIONS

1.1 STATUTORY AUTHORIZATION

This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23, for villages and cities and the requirements in s. 87.30, Stats.

1.2 FINDING OF FACT

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare and tax base.

1.3 STATEMENT OF PURPOSE

This ordinance is intended to regulate floodplain development to:

(1) Protect life, health and property;

(2) Minimize expenditures of public funds for flood control projects;

(3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;

(4) Minimize business interruptions and other economic disruptions;

(5) Minimize damage to public facilities in the floodplain;

(6) Minimize the occurrence of future flood blight areas in the floodplain;

(7) Discourage the victimization of unwary land and homebuyers;

(8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and

(9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

1.4 TITLE

This ordinance shall be known as the Floodplain Zoning Ordinance for Village of Germantown, Wisconsin.

1.5 GENERAL PROVISIONS

(1) AREAS TO BE REGULATED

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, or AE on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

(2) OFFICIAL MAPS & REVISIONS

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, or AO on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd.

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(b) below. These maps and revisions are on file in the office of the ***Village Clerk (Village of Germantown).***

(a) OFFICIAL MAPS: Based on the Flood Insurance Study (FIS):

1. Flood Insurance Rate Map (FIRM), panel numbers 55131C0290D, 55131C0357D, 55131C0359D, 55131C0376D, 55131C0377D, 55131C0378D, and 55131C0379D, dated 11/20/2013;

2. Flood Insurance Rate Map (FIRM), panel number 55131C0358E, dated 10/16/2015;

3. Flood Insurance Rate Map (FIRM), panel numbers 55131C0268E, 55131C0269E, 55131C0288E, 55131C0289E, and 55131C0356F, dated 02/25/2022;

4. Flood Insurance Study (FIS) for Village of Germantown, Washington County, 55131CV001C, 55131CV002C, 55131CV003C, 55131CV004C, 55131CV005C, and 55131CV006C, dated 02/25/2022.

   Approved by: The DNR and FEMA

(b) OFFICIAL MAPS**:** Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

(3) ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

The flood hazard areas regulated by this ordinance are divided into districts as follows:

(a) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 5.1(5).

(b) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 5.1(5), within A Zones shown on the FIRM.

(c) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.

(4) LOCATING FLOODPLAIN BOUNDARIES

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 8.0 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The

zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 7.3(3) and the criteria in (a) and (b) below**.** Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 8.0 *Amendments*.

(a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.

(b) Where flood profiles do not exist for projects, including any boundary of zone A, or AO, the location of the boundary shall be determined by the map scale.

(5) REMOVAL OF LANDS FROM FLOODPLAIN

(a) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 8.0 *Amendments.*

(b) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:

1. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;

2. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;

(c) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

(6) COMPLIANCE

(a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.

(b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with s. 9.0.

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(c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 9.0.

(7) MUNICIPALITIES AND STATE AGENCIES REGULATED

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards.

(8) ABROGATION AND GREATER RESTRICTIONS

(a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 61.35 for villages or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

(b) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

(9) INTERPRETATION

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) WARNING AND DISCLAIMER OF LIABILITY

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) SEVERABILITY

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) ANNEXED AREAS FOR CITIES AND VILLAGES

The Washington County floodplain zoning provisions in effect on the date of

annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

2.0 GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

(1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:

(a) be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(b) be constructed with flood-resistant materials;

(c) be constructed by methods and practices that minimize flood damages; and

(d) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(2) If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:

(a) such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;

(b) public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and

(c) adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 7.1(2).

2.1 HYDRAULIC AND HYDROLOGIC ANALYSES

(1) No floodplain development shall:

(a) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or

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(b) Cause any increase in the regional flood height due to floodplain storage area lost.

(2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 8.0 *Amendments* are met.

2.2 WATERCOURSE ALTERATIONS

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 2.1 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 8.0 *Amendments,* the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

2.3 CHAPTER 30, 31, WIS. STATS., DEVELOPMENT

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 8.0 *Amendments*.

2.4 PUBLIC OR PRIVATE CAMPGROUNDS

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

(1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;

(2) A land use permit for the campground is issued by the zoning administrator;

(3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;

(4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;

(5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable

regulations;

(6) All mobile recreational vehicles placed on the site must meet one of the following:

(a) Only camping units that are fully licensed, if required, and ready for highway use are allowed; or

(b) The camping units shall not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours;

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

(7) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 2.4(6) and shall ensure compliance with all the provisions of this section;

(8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;

(9) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either s. 3.0, 4.0, 5.1, or 5.3 for the floodplain district in which the structure is located;

(10) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and

(11) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

3.0 FLOODWAY DISTRICT (FW)

3.1 APPLICABILITY

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

3.2 PERMITTED USES

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
- they meet the standards in s. 3.3 and 3.4; and
- all permits or certificates have been issued according to s. 7.1.

(1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.

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(2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.

(3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 3.3(4).

(4) Uses or structures accessory to open space uses or classified as historic structures that comply with s. 3.3 and 3.4.

(5) Extraction of sand, gravel or other materials that comply with s. 3.3(4).

(6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.

(7) Public utilities, streets and bridges that comply with s. 3.3(3).

(8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.

(9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.

(10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.

(11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

3.3 STANDARDS FOR DEVELOPMENTS IN THE FLOODWAY

(1) GENERAL

(a) Any development in the floodway shall comply with s. 2.0 and have a low flood damage potential.

(b) Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 2.1 and 7.1(2)(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.

(c) Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 3.3(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 1.5(5).

(2) STRUCTURES

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Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

(a) Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;

(b) Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:

1. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;

2. Have structural components capable of meeting all provisions of Section 3.3(2)(g) and;

3. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 3.3(2)(g).

(c) Must be anchored to resist flotation, collapse, and lateral movement;

(d) Mechanical and utility equipment must be elevated to or above the flood protection elevation; and

(e) Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

(f) For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 3.3(2)(a) through 3.3(2)(e) and meets or exceeds the following standards:

1. The lowest floor must be elevated to or above the regional flood elevation;

2. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

3. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.

4. The use must be limited to parking, building access or limited storage.

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(g) Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:

1. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;

2. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 3.4(4) and 3.4(5);

3. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;

4. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and

5. Placement of utilities to or above the flood protection elevation.

(3) PUBLIC UTILITIES, STREETS AND BRIDGES
Public utilities, streets and bridges may be allowed by permit, if:

(a) Adequate floodproofing measures are provided to the flood protection elevation; and

(b) Construction meets the development standards of s. 2.1.

(4) FILLS OR DEPOSITION OF MATERIALS
Fills or deposition of materials may be allowed by permit, if:

(a) The requirements of s. 2.1 are met;

(b) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;

(c) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and

(a) The fill is not classified as a solid or hazardous material.

3.4 PROHIBITED USES

All uses not listed as permitted uses in s. 3.2 are prohibited, including the following uses:

(1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;

(2) Storing materials that are buoyant, flammable, explosive, injurious to property, water

quality, or human, animal, plant, fish or other aquatic life;

(3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;

(4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;

(5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;

(6) Any solid or hazardous waste disposal sites;

(7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and

(8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

4.0 FLOODFRINGE DISTRICT (FF)

4.1 APPLICABILITY

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

4.2 PERMITTED USES

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 4.3 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in s. 7.1 have been issued.

4.3 STANDARDS FOR DEVELOPMENT IN THE FLOODFRINGE

Section 2.0 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

(1) RESIDENTIAL USES

Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

(a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 1.5(5).

(b) Notwithstanding s. 4.3 (1)(a), a basement or crawlspace floor may be placed at

the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;

(c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).

(d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:

1. The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or

2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

(2) ACCESSORY STRUCTURES OR USES

In addition to s. 2.0, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(3) COMMERCIAL USES

In addition to s. 2.0, any commercial structure which is erected, altered or moved into the floodfringe shall meet the requirements of s. 4.3(1). Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(4) MANUFACTURING AND INDUSTRIAL USES

In addition to s. 2.0, any manufacturing or industrial structure which is erected, altered or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 7.5. Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) STORAGE OF MATERIALS

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 7.5. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) PUBLIC UTILITIES, STREETS AND BRIDGES

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

(a) When failure of public utilities, streets and bridges would endanger public health

or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 7.5.

(b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) SEWAGE SYSTEMS

All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 7.5(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

(8) WELLS

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 7.5(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) SOLID WASTE DISPOSAL SITES

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) DEPOSITION OF MATERIALS

Any deposited material must meet all the provisions of this ordinance.

(11) MANUFACTURED HOMES

(a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.

(b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

1. have the lowest floor elevated to the flood protection elevation; and

2. be anchored so they do not float, collapse or move laterally during a flood

(c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 4.3(1).

(12) MOBILE RECREATIONAL VEHICLES

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

(a) fully licensed and ready for highway use; or

(b) shall meet the elevation and anchoring requirements in s. 4.3 (11)(b) and (c).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

5.0 OTHER FLOODPLAIN DISTRICTS

5.1 GENERAL FLOODPLAIN DISTRICT (GFP)

(1) APPLICABILITY

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 1.5(2)(a).

(2) FLOODWAY BOUNDARIES

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 1.5(2)(a), the boundaries of the regulatory floodway shall be determined pursuant to s. 5.1(5). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s 3.0. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 4.0.

(3) PERMITTED USES

Pursuant to s. 5.1(5) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 3.2) and Floodfringe (s. 4.2) Districts are allowed within the General Floodplain District, according to the standards of s. 5.1(4) provided that all permits or certificates required under s. 7.1 have been issued.

(4) STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT

Section 3.0 applies to floodway areas, determined to pursuant to 5.1(5); Section 4.0 applies to floodfringe areas, determined to pursuant to 5.1(5).

(a) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:

1. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or

2. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.

(b) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.

(c) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.

(d) All development in zones AO and zone AH shall meet the requirements of s. 4.0 applicable to flood fringe areas.

(5) DETERMINING FLOODWAY AND FLOODFRINGE LIMITS

Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:

(a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.

(b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.

1. A Hydrologic and Hydraulic Study as specified in s. 7.1(2)(c).

2. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;
3. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

6.0 NONCONFORMING USES

6.1 GENERAL

(1) APPLICABILITY

(a) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.

(b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value and a list of the costs of those activities associated with changes to those buildings.

(2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

(a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

(b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;

(c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;

(d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

(e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.

(f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1).

(g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure’s present equalized assessed value.

(h) For nonconforming buildings that are substantially damaged or destroyed by a

nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met and all required permits have been granted prior to the start of construction:

1. Residential Structures

a. Shall have the lowest floor, including basement, elevated to or above the flood protection elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of s. 7.5(2).

b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.

c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.

d. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.

e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).

f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

2. Nonresidential Structures

a. Shall meet the requirements of s. 6.1(2)(h)1a-f.

b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 7.5 (1) or (2).

c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).

(3) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 3.3 (1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 7.5 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 6.1 (2)(h)1 if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

(4) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on

cost and the building's nonconforming use shall be permitted to continue if:

(a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;

(b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;

(c) The nonconforming building is permanently changed to conform to the applicable requirements of 2.0; and

(d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 3.3(1), 3.3(2)(b) through (e), 3.3(3), 3.3(4), and 6.2; or

(e) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of 4.3 and 6.3.

(f) New construction and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation.

(g) New construction and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 6.1(4)(g) above.

ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed.

(h) Fully enclosed areas below the lowest floor of new construction and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:

i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area;

ii. The bottom of all openings must be no higher than one foot above the

adjacent grade;

iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters.

(i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either

i. Be on site for fewer than 180 consecutive days; or

ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or

iii. Meet the elevation and anchoring requirements for manufactured homes in s. 6.1(4)(i) above.

(l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including new construction, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring new construction, substantial improvement, and other development to meet ss. 6.1(4)(f) through (l) (inclusive) above. If floodway data are available, the community must select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water

surface elevation of that flood more than one foot at any point.

(n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, no new construction, substantial improvement, or other development (including fill) may be permitted unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(o) Notwithstanding the requirements of ss. 6.1(4)(l) and (n) above, the community may permit certain development in zones A1-30 and AE where a floodway has not been delineated, which will increase the water surface elevation of the base flood by more than one foot, or in a regulatory floodway, which will result in an increase in base flood elevations, if the community first obtains a Conditional Letter of Map Revision (CLOMR) from FEMA and fulfills the requirements of Section 65.12 of Title 44, Code of Federal Regulations.

(p) In zone AO, new construction and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified).

(q) In zone AO, new construction and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 6.1(4)(g) above.

6.2 FLOODWAY DISTRICT

(1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:

(a) Has been granted a permit or variance which meets all ordinance requirements;

(b) Meets the requirements of s. 6.1;

(c) Shall not increase the obstruction to flood flows or regional flood height;

(d) Any addition to the existing structure shall be floodproofed, pursuant to s. 7.5, by means other than the use of fill, to the flood protection elevation; and

(e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

4. The use must be limited to parking, building access or limited storage.

(2) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and ch. SPS 383, Wis. Adm. Code.

(3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

6.3 FLOODFRINGE DISTRICT

(1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 4.3 except where s. 6.3(2) is applicable.

(2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s. 7.3, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

(a) No floor is allowed below the regional flood elevation for residential or commercial structures;

(b) Human lives are not endangered;

(c) Public facilities, such as water or sewer, shall not be installed;

(d) Flood depths shall not exceed two feet;

(e) Flood velocities shall not exceed two feet per second; and

(f) The structure shall not be used for storage of materials as described in s. 4.3(5).

(3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 7.5 (3) and ch. SPS 383, Wis. Adm. Code.

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(4) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance, s. 7.5 (3) and ch. NR 811 and NR 812, Wis. Adm. Code.

7.0 ADMINISTRATION

Where a zoning administrator, planning agency or a board of appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Stats., these officials shall also administer this ordinance.

7.1 ZONING ADMINISTRATOR

(1) DUTIES AND POWERS

The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

(a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.

(b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.

(c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.

(d) Keep records of all official actions such as:

1. All permits issued, inspections made, and work approved;
2. Documentation of certified lowest floor and regional flood elevations;
3. Floodproofing certificates.
4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
5. All substantial damage assessment reports for floodplain structures.
6. List of nonconforming structures and uses.

(e) Submit copies of the following items to the Department Regional office:

1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;

2. Copies of case-by-case analyses and other required information.

3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

(f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

(g) Submit copies of amendments to the FEMA Regional office.

(2) LAND USE PERMIT

A land use permit shall be obtained before any development; repair, modification or

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addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

(a) GENERAL INFORMATION

1. Name and address of the applicant, property owner and contractor;

2. Legal description, proposed use, and whether it is new construction or a modification;

(b) SITE DEVELOPMENT PLAN

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

1. Location, dimensions, area and elevation of the lot;

2. Location of the ordinary highwater mark of any abutting navigable waterways;

3. Location of any structures with distances measured from the lot lines and street center lines;

4. Location of any existing or proposed on-site sewage systems or private water supply systems;

5. Location and elevation of existing or future access roads;

6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;

7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);

8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of s. 3.0 or 4.0 are met; and

9. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 2.1. This may include any of the information noted in s. 3.3(1).

(c) HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT

All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

1. Zone A floodplains and in AE zones within which a floodway is not delineated:
   a. Hydrology

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i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge.*

b. Hydraulic modeling

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.

ii. channel sections must be surveyed.

iii. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.

iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.

v. the most current version of HEC-RAS shall be used.

vi. a survey of bridge and culvert openings and the top of road is required at each structure.

vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.

viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.

ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

c. Mapping

A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

i. If the proposed development is located outside of the floodway, then it is

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determined to have no impact on the regional flood elevation.

ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

2. Zone AE Floodplains

a. Hydrology

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge.*

b. Hydraulic model

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

i. Duplicate Effective Model

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

ii. Corrected Effective Model.

The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.

iii. Existing (Pre-Project Conditions) Model.

The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.

iv. Revised (Post-Project Conditions) Model.

The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.

vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models

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upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

c. Mapping

Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.

ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.

iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.

iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.

vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.

vii. Both the current and proposed floodways shall be shown on the map.

viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(d) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

(3) CERTIFICATE OF COMPLIANCE

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

(a) The certificate of compliance shall show that the building or premises or part

thereof, and the proposed use, conform to the provisions of this ordinance;

(b) Application for such certificate shall be concurrent with the application for a permit;

(c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;

(d) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 7.5 are met.

(e) Where applicable pursuant to s. 5.1(4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.

(f) Where applicable pursuant to s. 5.1(4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 5.1(4).

(4) OTHER PERMITS

Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

7.2 ZONING AGENCY

(1) The Village of Germantown Plan Commission shall:

(a) oversee the functions of the office of the zoning administrator; and

(b) review and advise the governing body on all proposed amendments to this ordinance, maps and text.

(c) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place and subject of the public hearing.

(2) The Village of Germantown Plan Commission shall not:

(a) grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or

(b) amend the text or zoning maps in place of official action by the governing body.

7.3 BOARD OF APPEALS

The Board of Appeals, created under s. 62.23(7)(e), Stats., for cities or villages, is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

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(1) POWERS AND DUTIES

The Board of Appeals shall:

(a) Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;

(b) Boundary Disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and

(c) Variances - Hear and decide, upon appeal, variances from the ordinance standards.

(2) APPEALS TO THE BOARD

(a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

(b) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES

1. Notice - The board shall:

   a. Fix a reasonable time for the hearing;
   b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing; and
   c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

2. Hearing - Any party may appear in person or by agent. The board shall:

   a. Resolve boundary disputes according to s. 7.3(3);
   b. Decide variance applications according to s. 7.3(4); and
   c. Decide appeals of permit denials according to s. 7.4.

(c) DECISION: The final decision regarding the appeal or variance application shall:

1. Be made within a reasonable time;

2. Be sent to the Department Regional office within 10 days of the decision;

3. Be a written determination signed by the chairman or secretary of the Board;

4. State the specific facts which are the basis for the Board's decision;

5. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and

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6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

(3) BOUNDARY DISPUTES

The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

(a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.

(b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and

(c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 8.0 *Amendments*.

(4) VARIANCE

(a) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

1. Literal enforcement of the ordinance will cause unnecessary hardship;

2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;

3. The variance is not contrary to the public interest; and

4. The variance is consistent with the purpose of this ordinance in s. 1.3.

(b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:

1. The variance shall not cause any increase in the regional flood elevation;

2. The applicant has shown good and sufficient cause for issuance of the variance;

3. Failure to grant the variance would result in exceptional hardship;

4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;

5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

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(c) A variance shall not:

1. Grant, extend or increase any use prohibited in the zoning district;

2. Be granted for a hardship based solely on an economic gain or loss;

3. Be granted for a hardship which is self-created.

4. Damage the rights or property values of other persons in the area;

5. Allow actions without the amendments to this ordinance or map(s) required in s. 8.0 *Amendments*; and

6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(d) When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to $25.00 per $100.00 of coverage. A copy shall be maintained with the variance record.

7.4 <u>TO REVIEW APPEALS OF PERMIT DENIALS</u>

(1) The Zoning Agency (s. 7.2) or Board shall review all data related to the appeal. This may include:

(a) Permit application data listed in s. 7.1(2);

(b) Floodway/floodfringe determination data in s. 5.1(5);

(c) Data listed in s. 3.3(1)(b) where the applicant has not submitted this information to the zoning administrator; and

(d) Other data submitted with the application or submitted to the Board with the appeal.

(2) For appeals of all denied permits the Board shall:

(a) Follow the procedures of s. 7.3;

(b) Consider zoning agency recommendations; and

(c) Either uphold the denial or grant the appeal.

(3) For appeals concerning increases in regional flood elevation the Board shall:

(a) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 8.0 *Amendments*; and

(b) Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

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7.5 FLOODPROOFING STANDARDS

(1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in ss. 2.0, 3.0, 4.0, 5.1, or 5.3.

(2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:

(a) certified by a registered professional engineer or architect; or

(b) meeting or exceeding the following standards:

1. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2. the bottom of all openings shall be no higher than one-foot above grade; and

3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(3) Floodproofing measures shall be designed, as appropriate, to:

(a) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;

(b) Protect structures to the flood protection elevation;

(c) Anchor structures to foundations to resist flotation and lateral movement;

(d) Minimize or eliminate infiltration of flood waters;

(e) Minimize or eliminate discharges into flood waters;

(f) Placement of essential utilities to or above the flood protection elevation; and

(g) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

3.Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

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4. The use must be limited to parking, building access or limited storage.

7.6 PUBLIC INFORMATION

(1) Place marks on structures to show the depth of inundation during the regional flood.

(2) All maps, engineering data and regulations shall be available and widely distributed.

(3) Real estate transfers should show what floodplain district any real property is in.

8.0 AMENDMENTS

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1.

(1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1. Any such alterations must be reviewed and approved by FEMA and the DNR.

(2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 8.1.

8.1 GENERAL

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 8.2 below. Actions which require an amendment to the ordinance and/ or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

(1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;

(2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;

(3) Any changes to any other officially adopted floodplain maps listed in s. 1.5 (2)(b);

(4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;

(5) Correction of discrepancies between the water surface profiles and floodplain maps;

(6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and

(7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

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8.2 PROCEDURES

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities and villages. The petitions shall include all data required by s. 5.1(5) and 7.1(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

(1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities and villages.

(2) No amendments shall become effective until reviewed and approved by the Department.

(3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

9.0 ENFORCEMENT AND PENALTIES

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than $50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats.

10.0 DEFINITIONS

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

1. A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

2. AH ZONE – See “AREA OF SHALLOW FLOODING”.

3. AO ZONE – See “AREA OF SHALLOW FLOODING”.

4. ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.

5. ALTERATION – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

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6. AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

7. BASE FLOOD – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

8. BASEMENT – Any enclosed area of a building having its floor sub-grade on all sides.

9. BREAKAWAY WALL – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

10. BUILDING – See STRUCTURE.

11. BULKHEAD LINE – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

12. CAMPGROUND – Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.

13. CAMPING UNIT – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

14. CERTIFICATE OF COMPLIANCE – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

15. CHANNEL – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

16. CRAWLWAYS or CRAWL SPACE – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

17. DECK – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.

18. DEPARTMENT – The Wisconsin Department of Natural Resources.

19. DEVELOPMENT – Any artificial change to improved or unimproved real estate, including,

but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

20. DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

21. ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.

22. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.

23. FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

24. FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
    - The overflow or rise of inland waters;
    - The rapid accumulation or runoff of surface waters from any source;
    - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
    - The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

25. FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

26. FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

27. FLOOD HAZARD BOUNDARY MAP – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

28. FLOOD INSURANCE STUDY – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood

elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

29. FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.

30. FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

31. FLOODPLAIN MANAGEMENT – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

32. FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

33. FLOODPROOFING – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

34. FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)

35. FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

36. FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

37. FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

38. HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.

39. HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

40. HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

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41. HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

42. HISTORIC STRUCTURE – Any structure that is either:
    - Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
    - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
    - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
    - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

43. INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

44. LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

45. LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.

46. LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement).

47. MAINTENANCE – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.

48. MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

49. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

50. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

51. MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of

streets and either final site grading, or the pouring if concrete pads.

52. MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

53. MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

54. MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

55. MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

56. MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

57. MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.

58. MUNICIPALITY or MUNICIPAL – The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.

59. NAVD or NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.

60. NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.

61. NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.

62. NON-FLOOD DISASTER – A fire or an ice storm, tornado, windstorm, mudslide or other destructive act of nature, but excludes a flood.

63. NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the

floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

64. NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

65. OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

66. OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.

67. OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.

68. ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

69. PERSON – An individual, or group of individuals, corporation, partnership, association, municipality or state agency.

70. PRIVATE SEWAGE SYSTEM – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.

71. PUBLIC UTILITIES – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

72. REASONABLY SAFE FROM FLOODING – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

73. REGIONAL FLOOD – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

74. START OF CONSTRUCTION – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent

construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

75. STRUCTURE – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

76. SUBDIVISION – Has the meaning given in s. 236.02(12), Wis. Stats.

77. SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

78. SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

79. UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

80. VARIANCE – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

81. VIOLATION – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

82. WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.

83. WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

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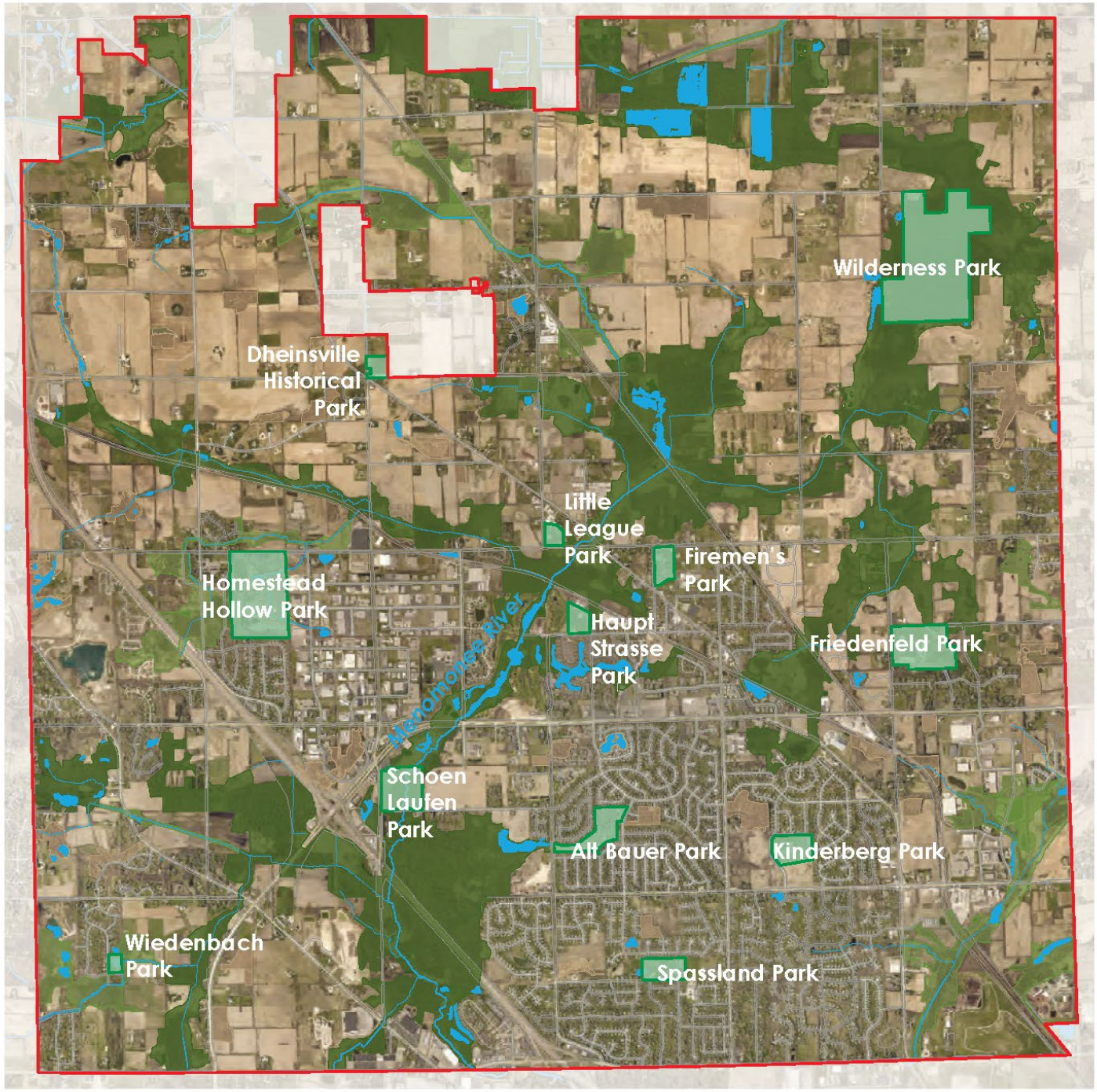
84. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

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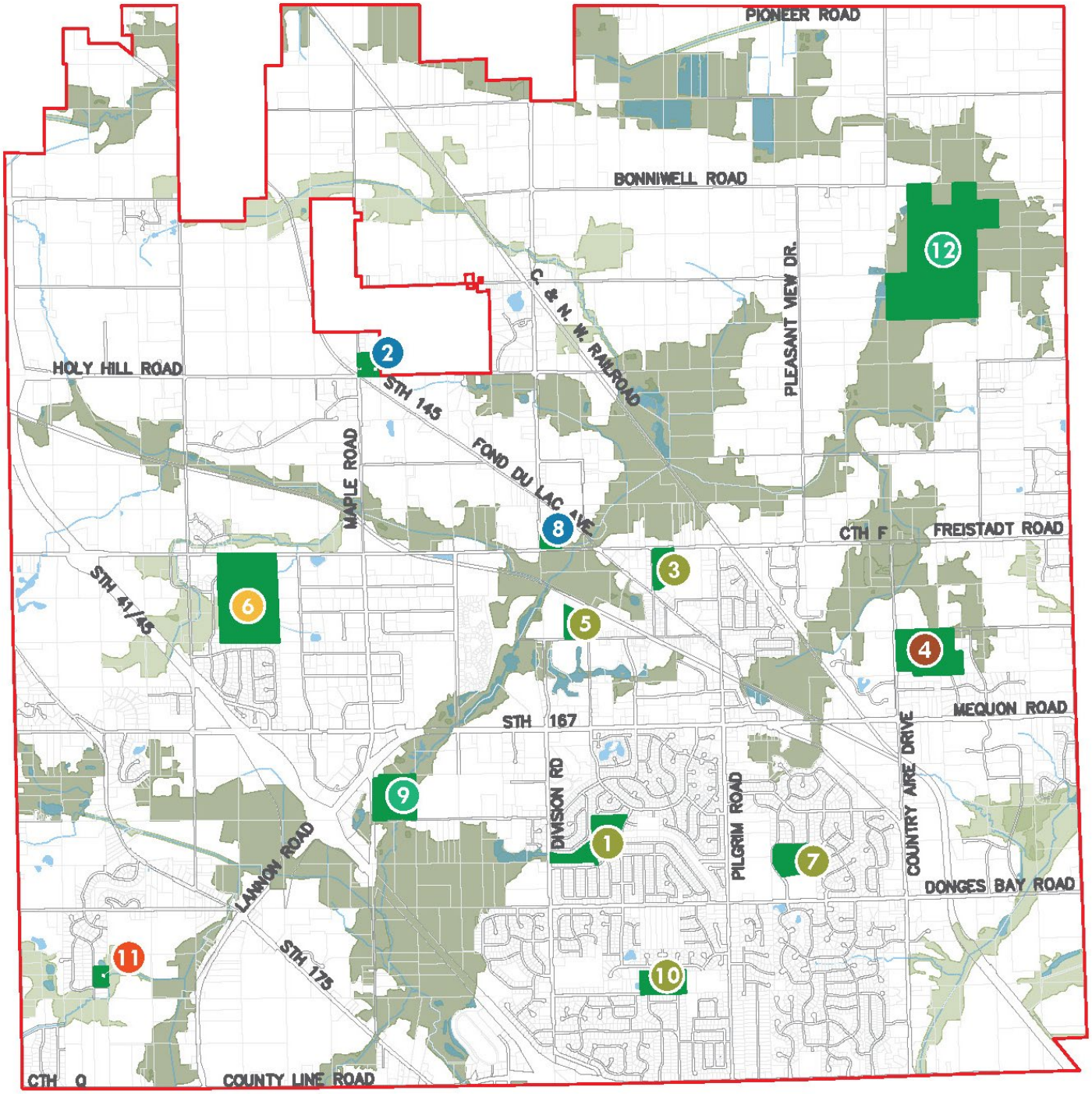
Village of Germantown
Comprehensive Outdoor Recreation Plan 2021-2026

Overview

Adopted by the Park & Recreation Commission
September 2021

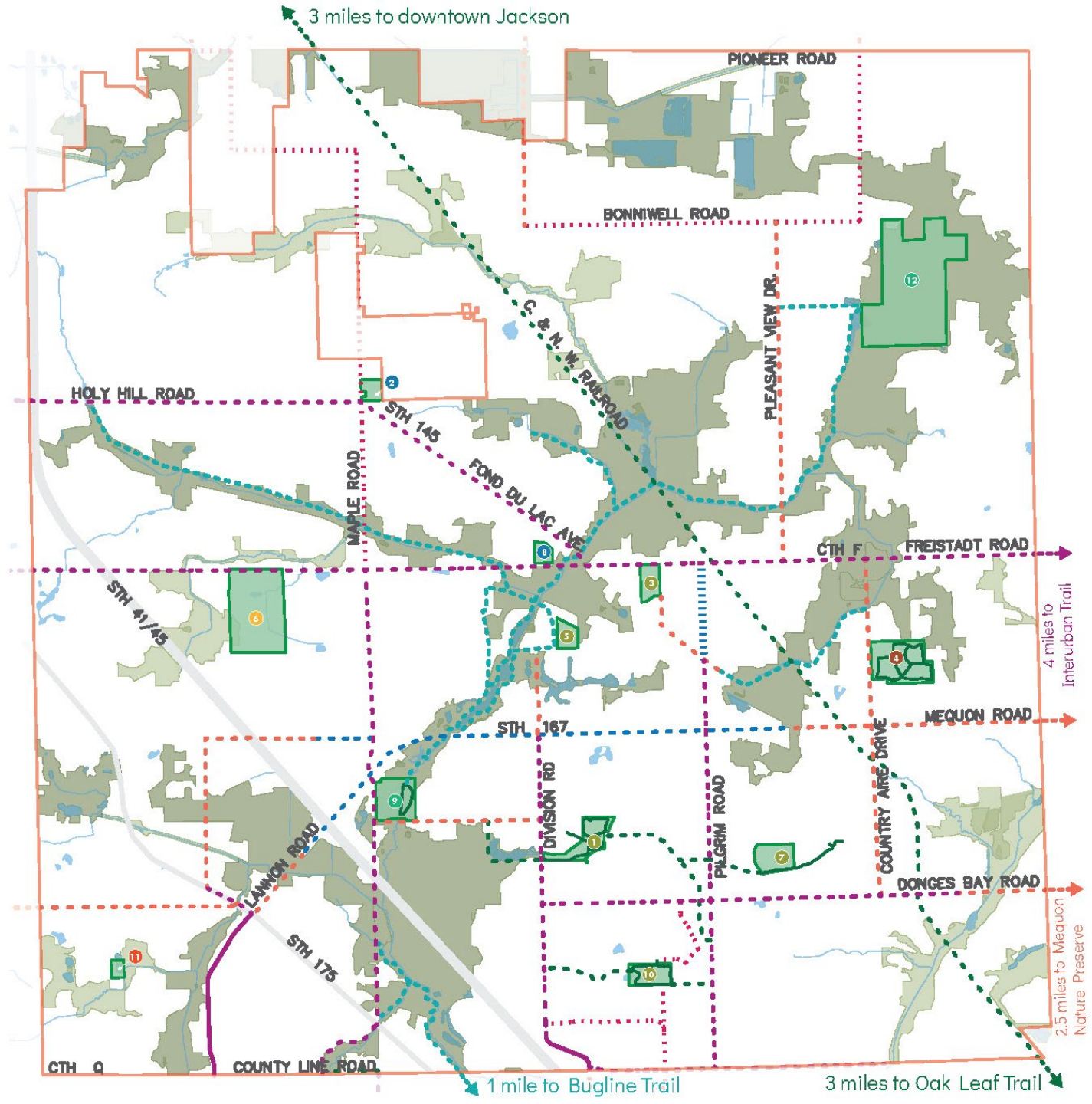


Existing Parks & Open Space



Parks Inventory

Bike & Pedestrian Network



Catalog of Trail Types

Shared Use Path

A shared use path can accommodate many different types of users – bikers, walkers, runners, roller bladers, etc – and can be found in urban, suburban, and rural areas alike.



Sidepath

A sidepath is typically a type of multi-use trail that follows closely alongside of an existing roadway. This type of trail is typically found in suburban or rural areas.



Catalog of Trail Types (continued)

Bike Lane

A bike lane is a defined and marked area on the roadway for cyclists to travel. Bike lanes can be striped only (as shown above), or painted green for greater visibility.



Paved Shoulder

Ensuring that rural and suburban roadways are designed with paved shoulders allows cyclists and walkers to safely navigate streets with light traffic.



Catalog of Trail Types (continued)

River Trail

A river trail is simply a shared use path, accommodating pedestrians, cyclists, roller bladers, and runners, that follows alongside a riverway and through the park/conservation land that surrounds these riparian areas. In Germantown, residents have expressed that a river trail along the watercourses should be a Village priority.





Catalog of Trail Types (continued)

Minor Enhancements

Minor enhancements to roadways, such as signage, ensuring drive lanes are marked, and pavement is smooth enough for bike travel, helps keep Germantown's roads safe for all.

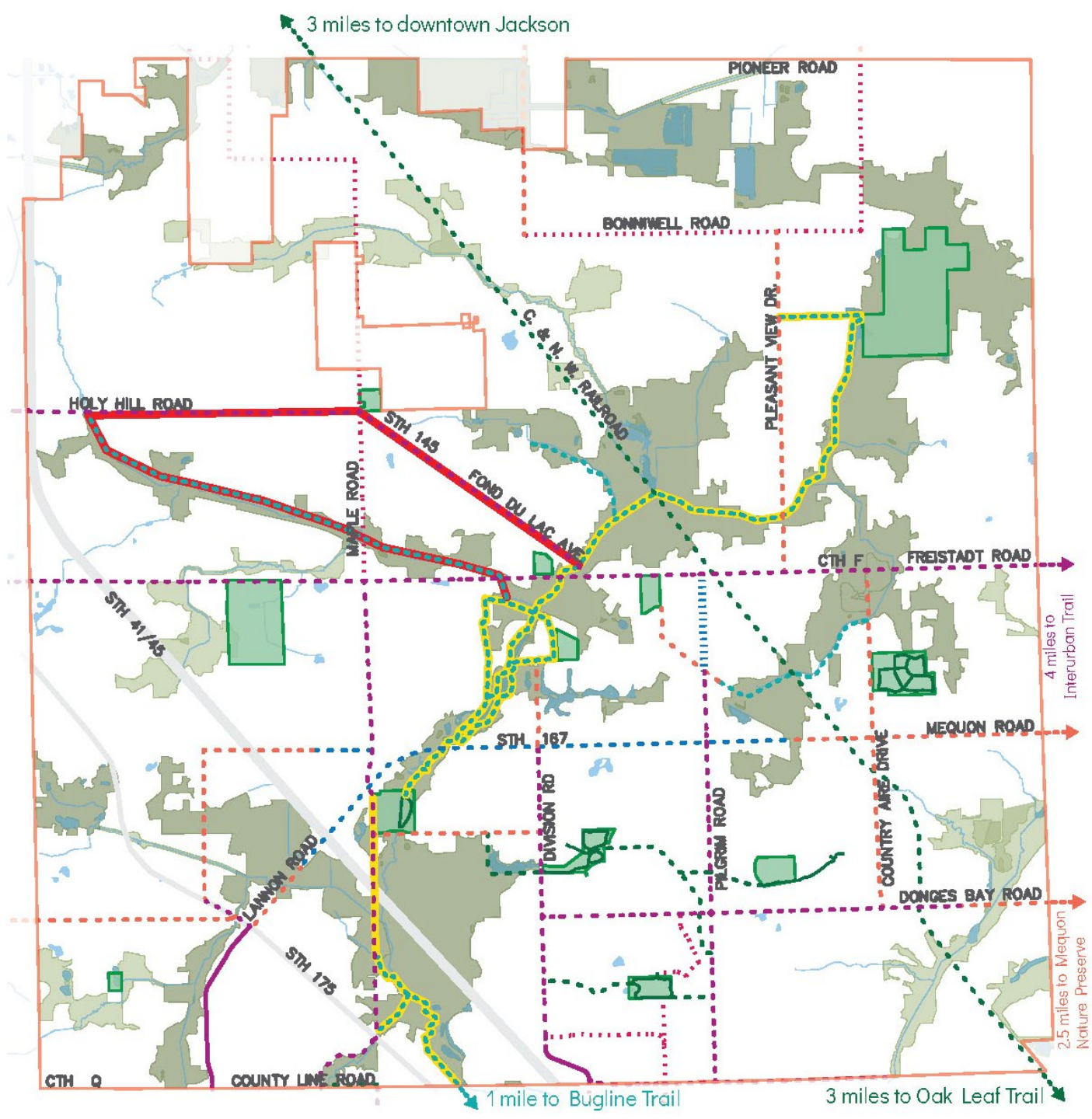


Traffic Calming

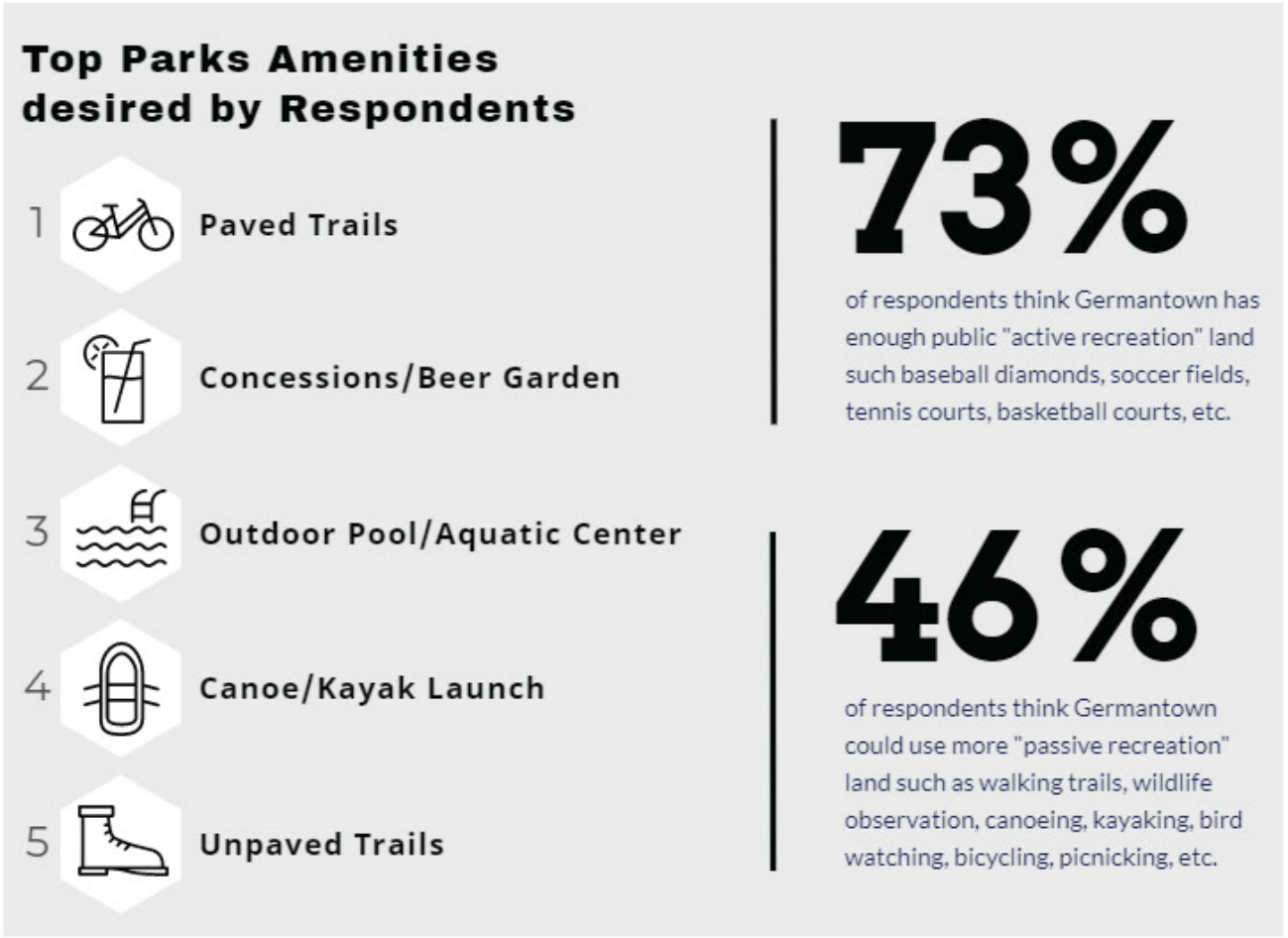
Bumpouts, raised intersections, and small traffic circles are examples of tools that can be used to flow vehicular traffic, make streets safer for cyclists and pedestrians.



River Trails



2019 Survey Results



- Results from the Village-wide survey show that most respondents believe that Germantown has enough active recreation land. The top amenities desired by respondents listed here were essentially the same as those listed by respondents at the Park Planning Party open house, but in a different order.

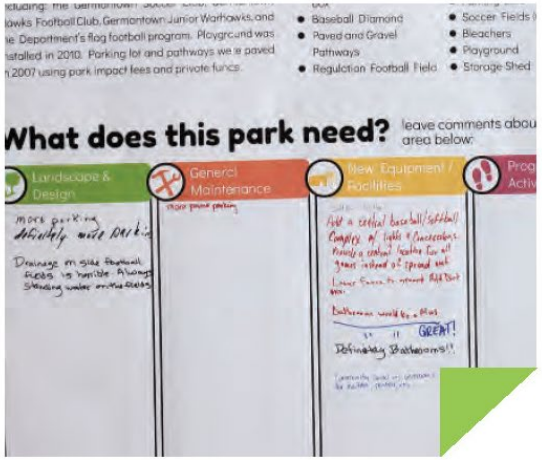












Park Planning Party
October 2019

Options A & B for Ball Complex





Goals and Objectives that Represent the Village's Priorities for the 2021-2026 Plan

- Explore the feasibility of developing an outdoor aquatic experience (i.e. aquatic center and/or community splashpad).
- Pursue and Outdoor Sports Complex feasibility study that identifies a potential location and design for active recreation facilities.
- Cooperate with other public and private agencies to identify and acquire recreational lands, with an emphasis on river corridors for trail plan implementation
- Develop park master plans for each park based on community needs, as well as accepted Park & Recreation Standards. Prioritize Friedenfeld Park for a master planning process within the 5 year planning period
- Work with Private and Public agencies to obtain access to the Menomonee River throughout Germantown.

Goals and Objectives Cont.

- Encourage the preservation of prime environmental corridors throughout the village and development of linear park and trail systems, and acquire land on a case by case basis to maintain these corridors
- Identify and develop a system of trails that provide links between current and future recreation lands and provides opportunities for pedestrians, bicycles, snowmobiles, horseback, or cross country skiing activities in the village.
- As the trail system is developed, purchase lands or secure easements so that the trail network is publicly controlled.
- Ensure that the primary routes within the trail system in the village of Germantown are ADA accessible
- Pursue funding opportunities through State & Federal grant programs.
- Reference the recommendations in the Washington County Bikeway and Trail network Plan when developing a Village wide-trail system.

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 43-2021

ADOPTION OF 2021 – 2026 COMPREHENSIVE OUTDOOR RECREATION PLAN (CORP)

WHEREAS, the purpose of a Comprehensive Outdoor Recreation Plan is to guide park and recreation facilities management and development activities for the next five years. An up-to-date adopted CORP plan, the Village is eligible to apply for grant funding. The plan is also intended to serve as the Park and Recreation component of the Village's 2050 Comprehensive Master Plan; and,

WHEREAS, the Village contracted with Graef to complete the Comprehensive Outdoor Recreation Plan; and,

WHEREAS, the Park and Recreation Commission reviewed the Comprehensive Outdoor Plan; and,

WHEREAS, the Plan Commission of the Village of Germantown reviewed and recommended adoption of the 2021-2026 Comprehensive Outdoor Recreation Plan at their December 13, 2021 meeting; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve and adopt the attached 2021-2026 Comprehensive Outdoor Recreation Plan.

Introduced by: _____

Adopted: December 20, 2021

Vote: Ayes: ___ Nays: ___

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna B. Braunschweig, WCMC/CMC

2021-2026 COMPREHENSIVE OUTDOOR RECREATION PLAN

12/13/21 Plan Commission Meeting

Germantown Community Development Department

Village Planner Report **Germantown, Wisconsin**

As stated in the Introductory section of the 2021-26 Comprehensive Outdoor Recreation Plan (CORP), the purpose of the plan is to guide park and recreation facilities management and development activities for the next five-year period. With an up-to-date, adopted CORP, the Village is eligible to apply for grant funding available through the WisDNR and other similar funding sources. The CORP is also intended to serve as the park & recreation component of the Village's 2050 comprehensive or "master plan" as defined under Chapter 62.23 Wis. Stats.

Under 62.23(3), the Plan Commission is charged with the responsibility of adopting the Village's comprehensive "master plan" either in whole or in parts. In this case, the Plan Commission is asked to adopt the CORP as a free-standing document so the Village can forward it to the WisDNR for review and acceptance to ensure the Village is eligible to apply for grants in the spring 2002 grant cycle.

Portions of the CORP will be included in and formally adopted as the park & recreation component of the overall 2050 Comprehensive Plan.

The Village's new Director of Parks & Recreation, Gil Standridge, will provide a summary presentation of the 2021-2026 CORP to the Plan Commission.



Village of Germantown

Comprehensive Outdoor Recreation Plan 2021-26

Adopted September 2021

Acknowledgments

Parks & Recreation Commission

Phil Hudson – Village Trustee
Scott Coulthurst – Chairperson
Ray Borden – School Board Member
Brian Deples
Wendy Knop
Kim Leukert
Steve Stapelman
Mark Schroeder – Park & Recreation Director

Park & Recreation Staff

Mark Schroeder – Park & Recreation Director
Patti Heinen – Recreation Supervisor
Katie Rodger – Recreation Supervisor
Shannon Lemke – Park & Recreation Secretary
Briana McNeal – Park & Recreation Secretary
Jamie Kargus – Program Coordinator
Mary Fiegel – Senior Coordinator

Village Planning Staff

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Emily Zandt – Associate Planner/Zoning Administrator, AICP
Lori Johnson – Planning Assistant

GRAEF Consultant Team

Craig Huebner, AICP
Danya Littlefield
Ben Block





September 2021

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September 2021

Chapter One
Introduction

Germantown's first Comprehensive Outdoor Recreation Plan (CORP) was developed in 1990 and has been updated four times since then. This CORP update was developed by the Village of Germantown Staff and the Park & Recreation Commission, along with a team of consultants, alongside the Village's overall Comprehensive Planning process from 2019-2021. This plan will guide recreation management and park development for the next five years and enable the Village to apply for grant funding from the Wisconsin Department of Natural Resources (WDNR) and other funding sources.

The purpose of this document is to:

- Create an up-to-date inventory and evaluation of Germantown's existing parks, recent park improvements, and recreational trails.
- Benchmark facilities and services against standards from the County as well as other communities around the country.
- Identify the needs of all community members related to active and passive outdoor recreational opportunities
- Provide a framework for the natural resource element and cultural resource element of the Smart Growth Comprehensive Plan.
- Provides a list of recommendations to the Village to assist with its Capital Improvement Planning (CIP) efforts related to parks and open space.

Planning Context

The Comprehensive Outdoor Recreation Plan for the Village of Germantown incorporates information from past and present planning efforts in the Village, Washington County, the Southeastern Wisconsin Regional Planning Commission (SEWRPC), and the State of Wisconsin. This plan also uses metrics and benchmarking data aggregated by the National Recreation & Park Association (NRPA) to evaluate the Village's own facilities. Some of the key plans, studies, and reports referenced in the making of this plan include:



2019 NRPA Agency Performance Review

National Recreation & Parks Agency



2020 Park and Open Space Plan

Washington County, WI



2019 County Bikeway & Trail Network Plan

Washington County, WI



2015-2019 Village of Germantown Comprehensive Outdoor Recreation Plan

Germantown History, Location, & Population

Originally one square mile, Germantown was formed by incorporating seven separate hamlets (or towns) into the Village of Germantown as we know it today. Germantown got its start as "Town 9" Washington County, Wisconsin Territory in 1836. Germantown was officially incorporated in 1924 and remained a small farming community until 1963, when Milwaukee County annexed a small piece of land from Washington County to build a landfill.

Fearing further annexation by Milwaukee County, the surrounding unincorporated hamlets of Kuhburg, Willow Creek, Meeker Hill, Goldenthal, Rockfield, Dheinsville, and Germantown decided to merge into one incorporated village - and Germantown was born.

At the time of annexation in 1963, the village grew to about 24 square miles. Some of the unincorporated areas wanted to keep their own identity, which is why we have the Town and Village of Germantown. Since 1963, boundaries have continued to change and over time the Village of Germantown has grown to encompass over 34 square miles.

Currently, the Village has a total of 34.4 square miles and a population of approximately 20,590 people in the southeast corner of Washington County, immediately adjacent to Waukesha County on the southern boundary, Ozaukee County on the eastern boundary, and Milwaukee County to the southeast. Germantown is connected to the City of Milwaukee and other major population centers in the region by Highway 41/45 north and south and Highway 167 east and west.

Agricultural Land and Preservation

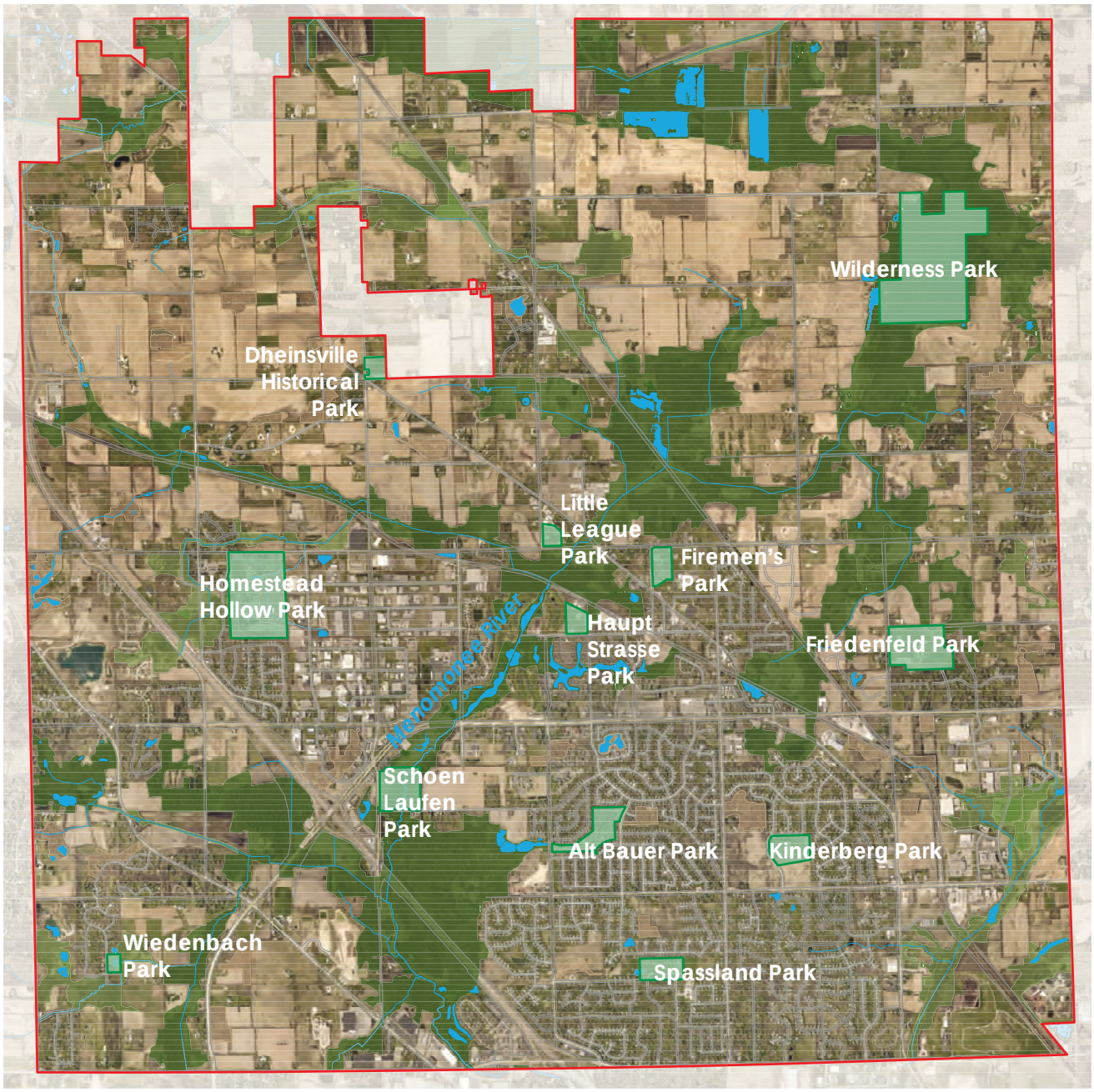
Historically, Germantown was primarily a farming community. In 1970, approximately 70% of the land in Germantown was used for agricultural purposes. However, like most communities in the Milwaukee metropolitan region, Germantown has been continually losing farmland to residential and commercial development.

Most of the remaining farmland in Germantown is located in the northern half of the Village, north of Freistadt Road (CTH F). Currently there is limited development in this area, which is primarily single family residential. The Village Zoning Code includes both A-1 and A-2 Agricultural Districts. The purpose of the A-1 District is to provide for the continuation of general farming and to protect the rural lands from urban development. The purpose of the A-2 District is to provide for, maintain, preserve and enhance lands that were historically used for crop production and are generally best suited to smaller farm units, such as truck farming, horse farming and orchards. Although the number of farms has declined since 1970, the number of nurseries and greenhouses has nearly doubled.

Water Resources

The topography of Germantown is characterized by rolling ground moraine, similar to, but more subdued than, the kettle and kame topography of the Kettle Moraine located to the north and south of Germantown. Germantown's topographic features consist of hills and ridges interspersed with broad undulating plains and poorly drained wetlands. Rivers and streams are defined as watercourses having perennial flow and intermittent streams significant

Village of Germantown



EXISTING FEATURES

- Municipal Boundary
- Park
- Water
- Primary Environmental Corridor
- Secondary Environmental Corridor

enough to have been named. There are four watercourses that meet this definition. The most significant watercourse is the Menomonee River and its north and west branches within the central and south-central portion of the Village. Little Cedar Creek and its southern tributary cuts across the northwestern corner of Germantown and has a combined total of 1.2 miles in the Village; Goldendale Creek, a tributary of the Menomonee River which is located in the western portion of the Village has a length of 2.0 miles in the Village, and Willow Creek which is located in the southwestern corner of the Village has a length of 2.3 miles. Lakes are defined as water bodies having 50 acres or more of surface area. There are no lakes within Germantown. Minor lakes and ponds have less than 50 acres of surface area. There are two water bodies in Germantown that meet this definition. Rockfield Quarry Pond, located immediately south of Rockfield Road and immediately west of CTH G, has 2.6 acres of surface area. There are also a group of man-made minor lakes located in the Lake Park Homes development just south of Main Street which constitute approximately 34 acres of surface area, as well as a quarry pond east of Appleton Avenue.

Floodplains are normally defined as the areas along rivers and streams that are subject to inundation by the 100-year recurrence interval flood event. There is a one percent chance that such an event will be reached or exceeded in severity in any given year. Approximately 30 square miles of Germantown are located within the Menomonee River watershed and the remaining 6 square miles of Germantown, located along the northern and northwestern edges of the Village, are in the Milwaukee River watershed. Comprehensive watershed plans have been completed for both of these watersheds by South East Wisconsin Regional Planning Commission (SEWRPC). Floodplains in Germantown are generally located in environmental corridors along the Menomonee River and its tributaries. These areas are not well-suited to development due to flood hazards, high water tables and inadequate soils.

Greenseams Program

Greenseams is a flood management program that permanently protects key lands containing water absorbing soils. By storing and draining water into the ground naturally, Greenseams helps prevent future flooding while supporting and protecting Metro Milwaukee Sewer District's (MMSD) structural flood management projects - infrastructure investments worth hundreds of millions of dollars.

The program makes voluntary purchases of undeveloped, privately owned properties in areas expected to have major growth in the next 20 years as well as open space along streams, shorelines and wetlands. MMSD hired The Conservation Fund (TCF) to run Greenseams Program. TCF is a national non-profit conservation organization that forges partnerships to protect America's legacy of land and water resources. TCF performs high volume real estate transactions for local land trusts and government agencies throughout the country. All land acquired will remain undeveloped, protecting water and providing the ability to store rain and melting snow. Wetlands maintenance and restoration at these sites will provide further water storage. Greenseams also preserves wildlife habitat and creates recreational opportunities for people living in the region. Where applicable, the properties can be used for hiking, bird watching, and other passive recreation. To date the Fund has purchased twenty-eight properties in Germantown, totaling over 1,034 acres. These properties are of special interest because the majority of the properties are located around Wilderness Park and may improve access to or potentially be part of a larger park in the future.

Germantown Park and Recreation Department History

In 1971, the Germantown High School Athletic Director worked part-time as the Recreation Director. Programs were run by seasonal and part-time employees at various schools. The first full-time Recreation Director was hired in 1980. In 1984, the title of Recreation Director was changed to Park and Recreation Director. The department was a one-person department until 1994, when a Recreation Supervisor was added. In 1995 a full-time secretary was hired. In 1999 a part-time secretary was added. A second full-time Recreation Supervisor position was added in 2007. In 2004, the Senior Center split from the Department and then returned in 2009.

The Department Today

The Department is comprised of a Director, two Recreation Supervisors, a Senior Coordinator, two full-time Secretaries, and many seasonal part-time employees. Routine park maintenance is performed by the Public Works Department, however short and long term capital improvement plans, as well as park acquisition and development projects, are coordinated by the Director. The mission of the Germantown Park & Recreation Department is to enhance the quality of life for all residents of the community through the development and maintenance of park lands and facilities as well as providing a variety of quality recreational programs and special events.

Germantown Park & Recreation Department

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Phone: (262) 250-4710
Fax: (262) 255-2920
E-Mail: parkrec@village.germantown.wi.us
Website: www.germantownwi.gov





2

Chapter Two
Village Profile

Communities like Germantown, with rural atmosphere and small-town character, are continuing to attract families and businesses from larger municipalities. The result has been an increase in population and a gradual change in the expectations of the community toward higher levels of park and recreation services.

20,590

Population of the Village of Germantown (2019 DOA Estimate)

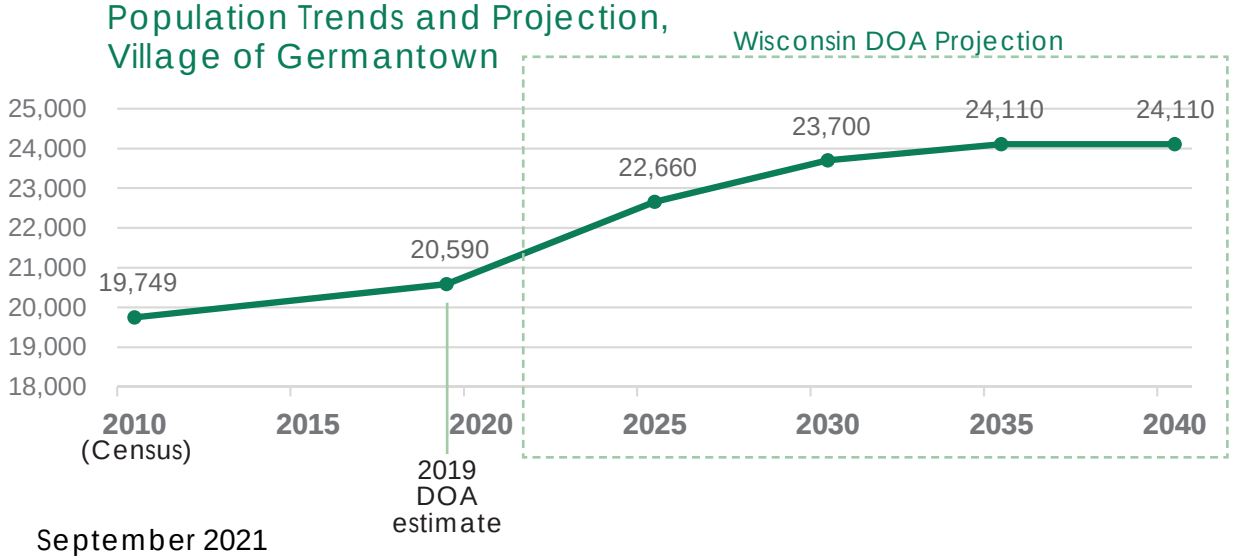
7,967

Households in the Village of Germantown (2018 ACS Estimate)

Average household size in the Village of Germantown **2.5**

25% of the residents of the Village of Germantown are under 19 years old

Population Trends and Projection, Village of Germantown






SCHOEN LALIFEN PARK















The mission of the Germantown Park and Recreation Department is to enhance the quality of life for all residents of the community through the development and maintenance of park lands and facilities as well as providing a variety of quality recreational programs and special events.







3

Chapter Three
Parks & Open Space Inventory

Village of Germantown Parks and Open Space

Most parks receive German names to reflect the German heritage. The Village of Germantown park system consists of ten parks and several public areas. There is a total of 404 acres of park lands, 165 acres of which are designed for active recreation and 239 acres designated as environmental park land, more suitable for active and low-impact recreation. The active-recreation park areas are primarily concentrated in the urbanized, south central portion of the Village. The Village's environmental park areas are mostly located in the rural areas of Germantown. The Village also owns the 10-acre Little League Park, which is maintained in a cooperative effort between the Village and the Little League. The Village of Germantown has a long-term lease agreement with Germantown Little League for their use of this park.

Homestead Hollow Park is a county-owned park located in Germantown. This 105-acre site is located in west-central Germantown, near US Highway 41/45. It was purchased by the Washington County Park System in 1977 and officially opened in 1983. The 105-acre park is an old farmstead. Evidence of this can be seen in its barns which have been converted and updated into shelters that can be reserved. Homestead Hollow Park offers county residents a variety of active and passive recreation opportunities. Facilities found at Homestead Hollow County Park include a trail system, lighted sledding hill, play equipment, basketball court, soccer fields, softball field, park shelters, fishing pond, ice skating rink, and a lighted parking lot. Soccer fields at the northwest part of the park are used by the Germantown Kickers soccer club for games and practices. In 2018, the county constructed & opened the Homestead Howl Dog Exercise Area, which features separate areas for both large and small dogs.

Indoor Recreation Facilities

The Germantown Park & Recreation Department currently operates seven indoor facilities. These facilities are the Survive Alive House, Firestation #1 Community Room in Fireman's Park, the Kinderberg Park indoor shelter, the Senior Center, the Department of Public Works multi-purpose room, and the recently completed Firemen's Park multi-use shelter.

Public School Facilities

The Germantown School District owns and maintains six developed outdoor recreation areas adjacent to schools that add to the Village's recreation base. The school recreation facilities total approximately 50 acres, and are located mostly near the urbanized south central portion of the Village. The school district lands are available only on a limited basis for public use. The Germantown School District and the Village of Germantown have an intergovernmental agreement that allows the Park and Recreation Department to use its buildings per a facility use fee schedule. The Germantown Park and Recreation Department uses these facilities for both active and passive recreation. The School District facilities are a critical component to the Department's operation. Without the cooperative agreement many of the Department programs would not happen.

Park Sites Inventory & Analysis

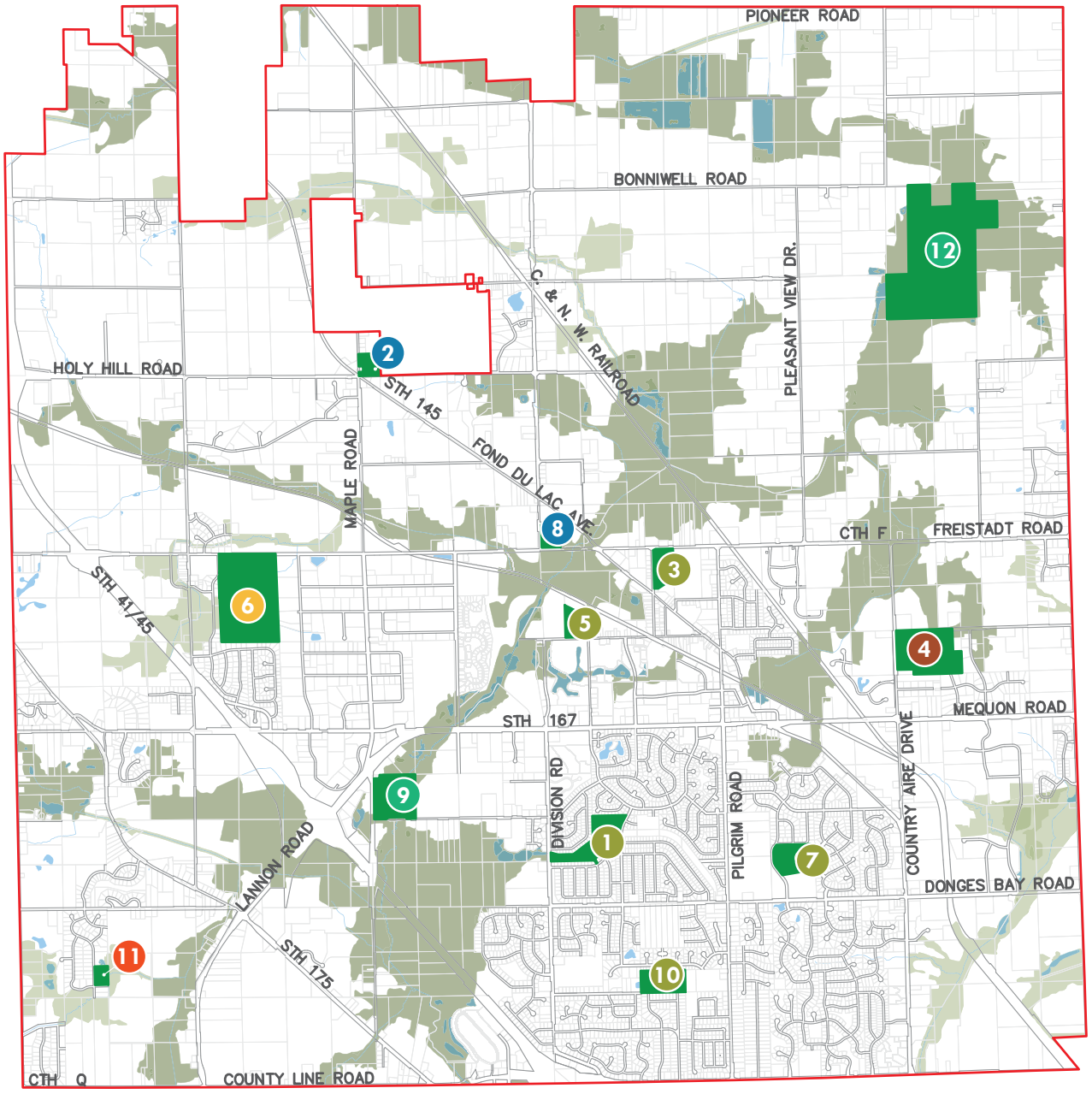
The Village of Germantown park and open space inventory contains 12 sites. Each of the park sites are described in detail starting on page 28. The name, type, size, amenities, summary, and photos of existing conditions are listed.

Germantown has 19.6 acres of park for every 1,000 residents, excluding Homestead Hollow County Park and Little League Park. According to the metrics and benchmarks of peer agencies reported in the NRPA's 2019 Agency Performance Review, the typical park and recreation agency has only 10.1 acres of park land for every thousand residents. Germantown also has 2,059 residents per park site, which is very close to the typical agency, which has one park per every 2,181 residents.

Although Germantown appears to be performing well in comparison with peer agencies around the country, these metrics are slightly inflated by the 200 acres of park land housed within Wilderness Park in the northeastern corner of the Village. During community engagement activities for this CORP update, it became clear that many Germantown residents did not know that Wilderness Park existed. This is not surprising, given that there is no obvious public access point to the park. Arguably, if there is no public access of the park or awareness that it is publicly accessible land, it should not be counted as park land for the purpose of Germantown's metrics. The planning team for this CORP update recommends that the Village of Germantown determine if public access can be provided to Wilderness Park and work to bring awareness of this large environmental area to Germantown residents. Two other types of facilities are not currently part of the Village's Park system, but are often discussed by the public as possible future additions. One is an aquatic center or pool of some type, and the other is a

1. Alt Bauer Park
   Neighborhood Park - 25.6 acres
2. Dheinsville Historical Park
   Special Use Park - 9.5 acres
3. Firemen's Park
   Neighborhood Park - 17 acres
4. Friedenfeld Park
   Community Park - 53 acres
5. Haupt Strasse Park
   Neighborhood Park - 13 acres
6. Homestead Hollow County Park
   Regional Park - 105 acres
7. Kinderberg Park
   Neighborhood Park - 23 acres
8. Little League Park
   Special Use Park - 10 acres
9. Schoen Laufen Park
   Environmental Park - 39 acres
10. Spassland Park
    Neighborhood Park - 20 acres
11. Wiedenbach Park
    Playlot Park - 4 acres
12. Wilderness Park
    Environmental Park - 200 acres

Village of Germantown Parks



EXISTING FEATURES

- Municipal Boundary
- Park
- Water
- Primary Environmental Corridor
- Secondary Environmental Corridor



Germantown's Parks
By the numbers

19.6 Acres of park per 1,000 residents

2,059 Germantown residents per park

11 Full time equivalent (FTE) staff, with a mixture of full-time and part-time/seasonal employees

11 Playgrounds in Parks and schoolgrounds

21 Soccer fields in Parks and schoolgrounds

6 Baseball fields and 3 softball fields in Parks and on schoolgrounds

community center. Both of these types of facilities are costly to build, program, staff, and maintain, but can provide great benefits to residents. According to the NRPA's 2019 Agency Performance Review, 57.9% of agencies provide a community center to residents, at a rate of about 1 center per 28,750 residents per facility. About 52.3% of all agencies provide an outdoor pool, and 70% of agencies provide some sort of aquatics programming to residents.

When considering adding future facilities, the Village of Germantown Park & Recreation Department must weigh the cost and the benefits to the community, both in terms of upfront capital investment and ongoing staffing and maintenance.

Facilities Analysis

The Village of Germantown offers a wide range of park, sports, and recreation facilities to Germantown residents and visitors. Within the park properties trails and shelters allow residents different ways to engage with park land. A wide variety of sports fields and courts in the Village allow leagues and sports organizations to use the parks for practice and tournament play while also providing space for community residents to recreate. Recently, a few tennis courts were converted to pickleball courts to accommodate changing desires of the Germantown community. Highlights of Germantown's facilities include the Gehl's Performing Arts Pavilion in Firemen's Park that was constructed in 2018, the Festehalle in Dheinsville Park that was constructed in 2020, the Germantown Senior Center, and the new Firemen's Park shelter which was completed in June of 2021.

In the future, Germantown could consider adding or expanding the following facility types in the Village, which are noted by the NRPA as key categories

offered by the majority of park and recreation agencies nation-wide:

- *Outdoor Swimming Pool* (offered by 52% of peer communities)
- *Community Center* (offered by 57% of peer communities).
- *Indoor recreation center (including indoor gym and fitness centers)* (offered by 55% of peer communities).

In addition, the following types of facilities may need to be expanded in Germantown:

- A Village Dog Park - residents have expressed a desire for additional dog park options.
- Basketball courts, volleyball courts, multi-use courts, and youth baseball/softball fields.

A complete list of the facilities provided by the Village can be found in the Appendix and are also listed on each park page beginning on page 28.

Arguably more important than a comparison to Germantown's peer communities is a self-assessment of the Village's facilities by those who use them most - the residents. With this in mind, the planning team asked individuals, community groups, and athletic organizations throughout this planning process the following question: "Are Germantown's current Park & Recreation facilities meeting your needs?" While the results of the community engagement process are outlined in more detail in the "Community Needs Assessment" section of this plan, one key priority with regards to Germantown's park and recreation facilities was 'maintenance and upkeep' of facilities. Several different types of user groups noted that maintenance issues with existing facilities can sometimes prevent residents from benefiting fully from Germantown's existing facilities - for example, drainage issues on sports fields and on trails within parks.

Programming Analysis

Park & Recreation Department programming plays an important role in the Germantown community. Programs provide essential recreation and socialization services to youth, adults, and older adults, encouraging engagement with park facilities and facilitating active lifestyles. The events and classes that are provided by the Park & Recreation Department foster a sense of community and belonging in Germantown.

Germantown's Recreation Division offered 854 program sessions with a total of 9,537 registered attendees in 2019 across five major program areas: Youth Enrichment, Youth Sports, Family, Adult Enrichment, and Adult Sports. The Germantown Senior Center offers educational, health, fitness, and entertainment programming to older adults in the community; 176 class sessions, 79 trips, and 103 free program sessions were offered in 2019. Germantown also offers five programs through the Kids Klub, including Summer Kids Klub, Before and After School programming at four public and one private elementary school as well as Tyke Site for Pre-K children, and an off-site Adventure program for 5th-7th graders.

According to our review of the NRPA's 2019 Agency Performance Review of programming in agencies nation-wide, Germantown's offerings seem to be in line with peer communities. The NRPA notes that Park and Recreation agencies are committed to serving all members of their communities; most communities offer programming for children and older adults, as Germantown does. Most communities also offer after-school care but fewer offer before-school care for school-aged children; Germantown offers both.

In fact, Germantown offers programming in most of the areas recommended by the

NRPA, including team sports, themed special events, social recreational events, health & wellness education, fitness classes, individual sports, safety training, racquet sports, trips and tours, and martial arts. Germantown offers aquatics through the school district, including swim lessons and open swim times. In the future, Germantown could consider adding or expanding programming in the following areas, which are noted by the NRPA as key categories offered by the majority of park and recreation agencies nation-wide:

- *Cultural crafts* (offered by 60% of peer communities)
- *Natural & cultural history* (offered by 55% of peer communities)

Staffing Analysis

As of the writing of this plan, the Village employs six full-time Park & Recreation administration staff. There are also three full-time employees whose positions fall under the Parks Division at the Department of Public Works. While performing parks duties, these employees also handle building & public works related duties as needed. Finally, the Parks Division employs approximately 10-12 seasonal positions in the summer. This translates to roughly 11-12 full-time staff equivalents (FTEs), with a mix of full-time and part-time staff.

In comparison to peer communities, Germantown staffing is below the median FTEs for communities with 250 acres of parks or fewer (16.5 FTEs nation-wide) according to the NRPA's 2019 Agency Performance Review. Though Germantown residents have access to many more acres than 250, the Parks Division maintains just over 200 acres of active park lands. If the Wilderness Park is to be used as accessible park land in the future, or if new parks are added as Germantown grows, Germantown would need to evaluate the need to add more staff to accommodate the additional maintenance and programming that would be needed.

Park and Recreation FTEs in Germantown also seem to be lower than peer communities with similar populations. Communities with 20,000 - 49,999 people employee a median of 28.4 FTEs and a lower quartile median of 15.3 FTEs. Germantown is just over the population threshold of 20,000, but our 11-12 FTE count is below even the lower quartile median for similarly-sized communities. As Germantown's population continues to grow and new neighborhoods and housing are developed in the future, Germantown should consider adding additional Park & Recreation Department staff to accommodate increased programming & maintenance needs in the existing parks and any new park land that might be acquired and developed in the future.

Budget Analysis

The Park and Recreation Department manages two budgets: the Recreation budget and the Senior Center budget. The Recreation budget encompasses the operation of recreation programs, special events, rentals, full-time and part-time staffing, office operations, sprayground, and miscellaneous park expenditures. Revenues are generated through program fees, sponsorships, donations, advertising, fundraisers, grants, and rental fees. The Senior Center budget is used for the operation of the Senior Center, programs, special events, pick-up service, meal program and many other functions. Revenues are generated through program fees, advertising, fundraisers, grants, and rental fees. The Parks budget goes towards operational maintenance of all parks, playgrounds, forestry, equipment repairs, mowing, and buildings.

In 2019, Germantown's Park & Recreation Department expenditures across the

Recreation Division, the Senior Center, and the Parks Division was just under $1,859,000.00. This equates to about $90 per capita on an annual basis. This lens of analysis of Germantown's expenditures puts the Village in line or slightly below peer communities of a similar size; the NRPA reports that agencies serving jurisdictions with fewer than 20,000 people have a median operating expenditure of $95.67 per capita. Budget is a complicated point of comparison for park and recreation agencies, and normalizing expenditures by population and density can produce results when compared with Germantown. For example, more populous jurisdictions nation-wide are able to spend less per resident on an annual basis, but more dense communities typically spend more per capita.

A note on evaluating Germantown's parks using "standards"

Prior versions of the Village of Germantown's Comprehensive Outdoor Recreation Plan evaluated parks and facilities using benchmarks based on a set of "standards" developed by the National Recreation and Park Association (NRPA). These standards were used to determine the facilities and total park area needed in the Village within each park category. The standards were last updated in 1995, and the NRPA has since moved away from using a "one size fits all" approach to evaluating communities' parks and facilities. Instead, the NRPA publishes an annual report with metrics that allows communities to benchmark their parks and facilities against their peers. Metrics from the 2019 NRPA Agency Performance Review are used on these pages as a comparison point for the Village of Germantown's parks and facilities.

Though NRPA recommends moving away from using these standards, the updated **Park Size Standard and Acreage Classification** and **Facility Inventory & Standards** tables are still included in this CORP in the Appendix for reference purposes.

In 2020, Washington County published its own Park and Open Space Plan, which included an additional set of standards for general use outdoor recreation sites. These standards are meant to ensure that the public sector provides sufficient size and number of sites to meet the demands of the resident population. The standards, found in Appendix D of the report, are designed to evaluate park access at a regional and multi-community level instead of at the municipal level. However, it does appear that the Village of Germantown has enough acres of park and open space to meet the Washington County standards.

Trails and Connections

Trail Standards

Another standard listed by SEWRPC is for open space lands to accommodate recreation corridors for trail systems on a regional basis. The Bugline Trail in Waukesha County is the nearest regional trail. While neighborhood parks and residential subdivisions currently have trails, they are small and typically serve only nearby residents. Germantown's primary trails are located in Alt Bauer Park (1.28 miles), Friedenfeld Park (1.59 miles), Kinderberg Park (1.05 miles), Schoen Laufen Park (1.19 miles), Spassland Park (.68 miles) and Homestead Hollow County Park (4.4 miles). These trails are used by residents, but they do not constitute a regionally-scaled trail system. A community trail system would link parks, promote greater accessibility and connectivity within the Village and potentially become a regional amenity.

Regional Trail Planning

In 2019, Washington County developed a Bikeway and Trail Network Plan. The plan was created in cooperation with representatives from many of the County's municipalities, including Germantown. The Bicycle & Pedestrian Connections Map shown at right incorporates many of those recommendations, ensuring that the trail development that Germantown undertakes in the coming years will be connected to other regional efforts.

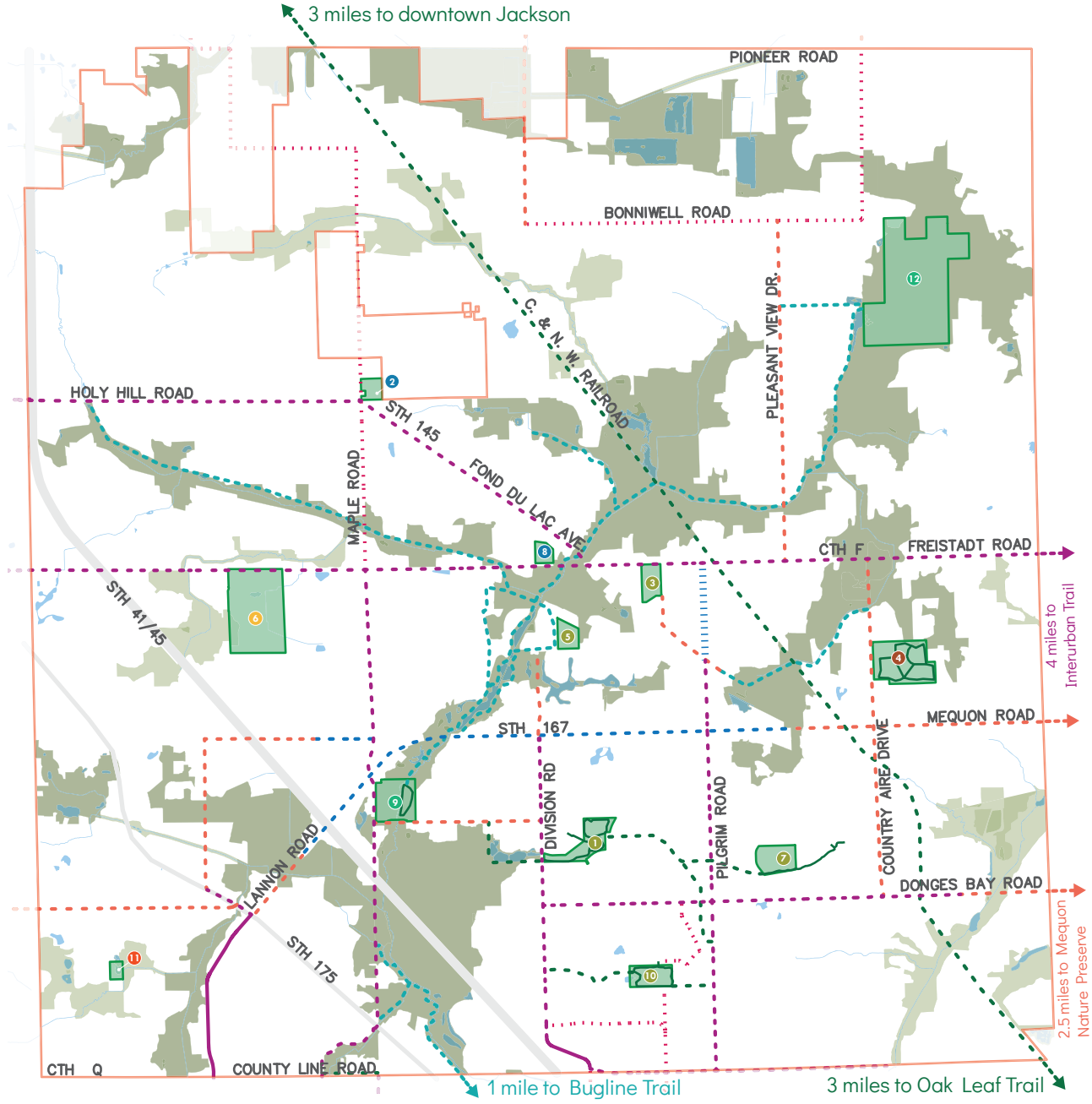
Local Priorities

In addition to the regional trail network connections, the Village of Germantown has identified several local priorities for trail connections. These include a River Trail along the Menomonee River and shared use paths that connect individual parks. Germantown has also identified areas with the potential for bike lanes, traffic calming, and minor enhancements that would make traveling in Germantown safer by bike and on foot.

1. Alt Bauer Park
   Neighborhood Park - 25.6 acres
2. Dheinsville Historical Park
   Special Use Park - 9.5 acres
3. Firemen's Park
   Neighborhood Park - 17 acres
4. Friedenfeld Park
   Community Park - 53 acres
5. Haupt Strasse Park
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   Environmental Park - 39 acres
10. Spassland Park
    Neighborhood Park - 20 acres
11. Wiedenbach Park
    Playlot Park - 4 acres
12. Wilderness Park
    Environmental Park - 200 acres

"Expanding and improving the trail system" was the park initiative that received the most votes at the October 2019 public meeting!

Bicycle & Pedestrian Connections



PROPOSED BIKEWAY + TRAIL NETWORK

Municipal Boundary	Primary Environmental Corridor	Water
Park	Secondary Environmental Corridor	
Existing Shared Use Path	Potential Shared Use Path	Potential Bike Lane
Existing Sidepath	Potential Sidepath	Potential Minor Enhancements
Potential River Trail	Potential Paved Shoulder	Potential Traffic Calming

Catalog of Trail Types



Shared Use Path

A shared use path can accommodate many different types of users - bikers, walkers, runners, roller bladers, etc - and can be found in urban, suburban, and rural areas alike.



Sidepath

A sidepath is typically a type of multi-use trail that follows closely alongside of an existing roadway. This type of trail is typically found in suburban or rural areas.



River Trail

A river trail is simply a shared use path, accommodating pedestrians, cyclists, roller bladers, and runners, that follows alongside a riverway and through the park/ conservation land that surrounds these riparian areas. In Germantown, residents have expressed that a river trail along the watercourses should be a Village priority.



Bike Lane

A bike lane is a defined and marked area on the roadway for cyclists to travel. Bike lanes can be striped only (as shown above), or painted green for greater visibility.



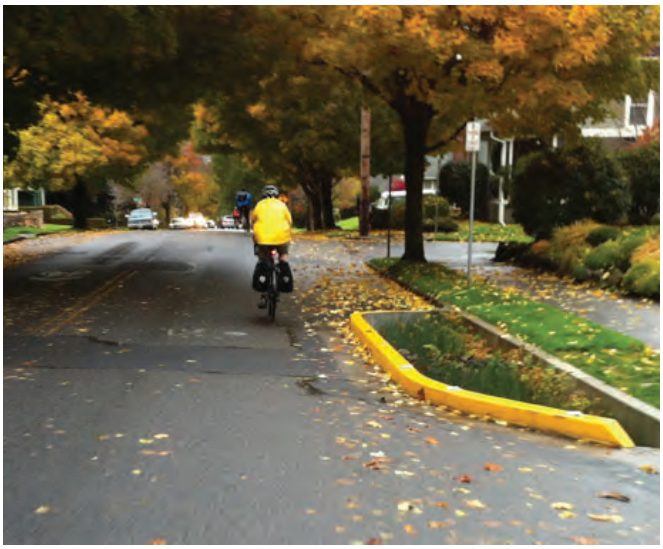
Paved Shoulder

Ensuring that rural and suburban roadways are designed with paved shoulders allows cyclists and walkers to safely navigate streets with light traffic.



Minor Enhancements

Minor enhancements to roadways, such as signage, ensuring drive lanes are marked, and pavement is smooth enough for bike travel, helps keep Germantown's roads safe for all.



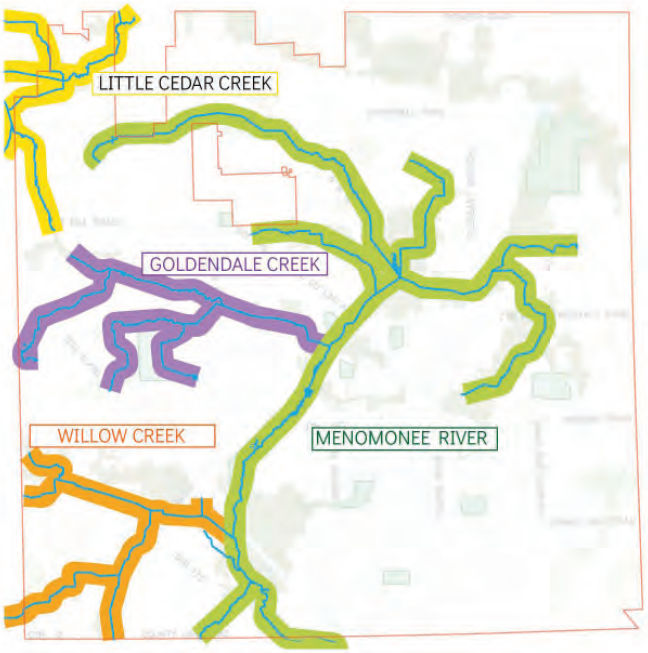
Traffic Calming

Bumpouts, raised intersections, and small traffic circles are examples of tools that can be used to flow vehicular traffic, making streets safer for cyclists and pedestrians.

Priority Highlight: the Menomonee River Trail

There are four main watercourses that fall within the Village of Germantown:

- Menomonee River
- Goldendale Creek
- Willow Creek
- Little Cedar Creek



Each of these watercourses and their adjacent environmental corridors are focus areas for the Village to implement future trails and public access. As part of this Plan, a priority recommendation is to create a "village-wide trail system plan" that identifies the exact location, facility type, acquisition needs, and priorities for river trails (see page 61). The map to the right shows the potential Menomonee River Trail (yellow) and the Goldendale Creek Loop Trail (red).

Menomonee River Trail Planning Considerations

- Primary trail type would be off-road
- Stretch south of Schoen Laufen Park could include sidepath along Maple Road
- Existing Blackstone Creek property should include dedicated park land
- Canoeing/kayaking access should be prioritized for this trail
- Coordination with Village of Menomonee Falls and connection to Bugline Trail will be important
- Document existing bridges and evaluate increased clearance heights for kayak/canoe passage
- Begin conversations with land owners that touch the Menomonee River to negotiate public access easements or acquisition opportunities (See Appendix - Exhibit B for existing land ownership map)

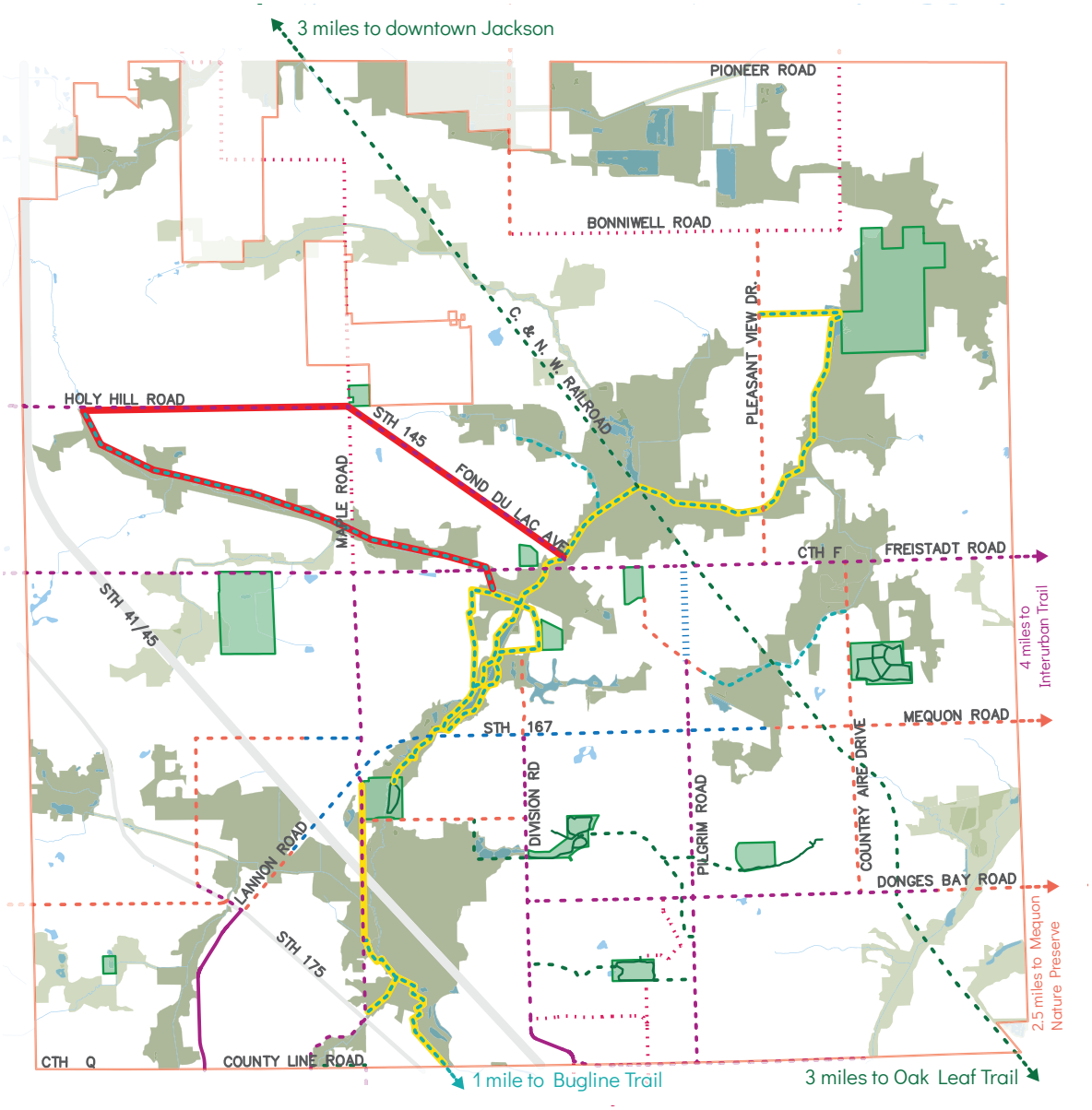
Goldendale Creek Loop Trail Planning Considerations

- Trail types could include a combination of off-road (along Goldendale Creek) and sidepath or off-street trail parallel to Holy Hill Road and Fond du Lac Avenue)
- This potential trail loop would act as a recreational amenity to planned industrial park users and future residential subdivisions

Planning Considerations for all Watercourse Trails

- Incorporate wayfinding, educational, and other interpretive trail signage
- Accommodate multiple user types including walkers, runners, bikers, cross-country skiers
- Support recreational private/semi-private uses/businesses along trails such as recreational equipment rental stores, coffee shops, restaurants, visitor's center, etc.

River Trails



PROPOSED BIKEWAY + TRAIL NETWORK

- Municipal Boundary
- Park
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Water
- Existing Shared Use Path
- Existing Sidepath
- Potential River Trail
- Potential Shared Use Path
- Potential Sidepath
- Potential Paved Shoulder
- Potential Bike Lane
- Potential Minor Enhancements
- Potential Traffic Calming
- Proposed Menomonee River Trail
- Proposed Goldendale Creek Loop Trail



The Menomonee River Corridor at Blackstone Creek Golf Course



The Menomonee River Corridor

Service Area Analysis

A park's service area – the radius of area it provides service to without significant barriers – is ONE element in the evaluation of the Village's Park and Open Space system. This analysis depicts which residential areas are and are not served by the different park categories. It is important to note that while specific service radii are identified for different park types, a residence located outside of a service area does not necessarily mean that the residence is lacking adequate access to park space. It could be argued that all existing residential subdivisions within the village are adequately served by park space.

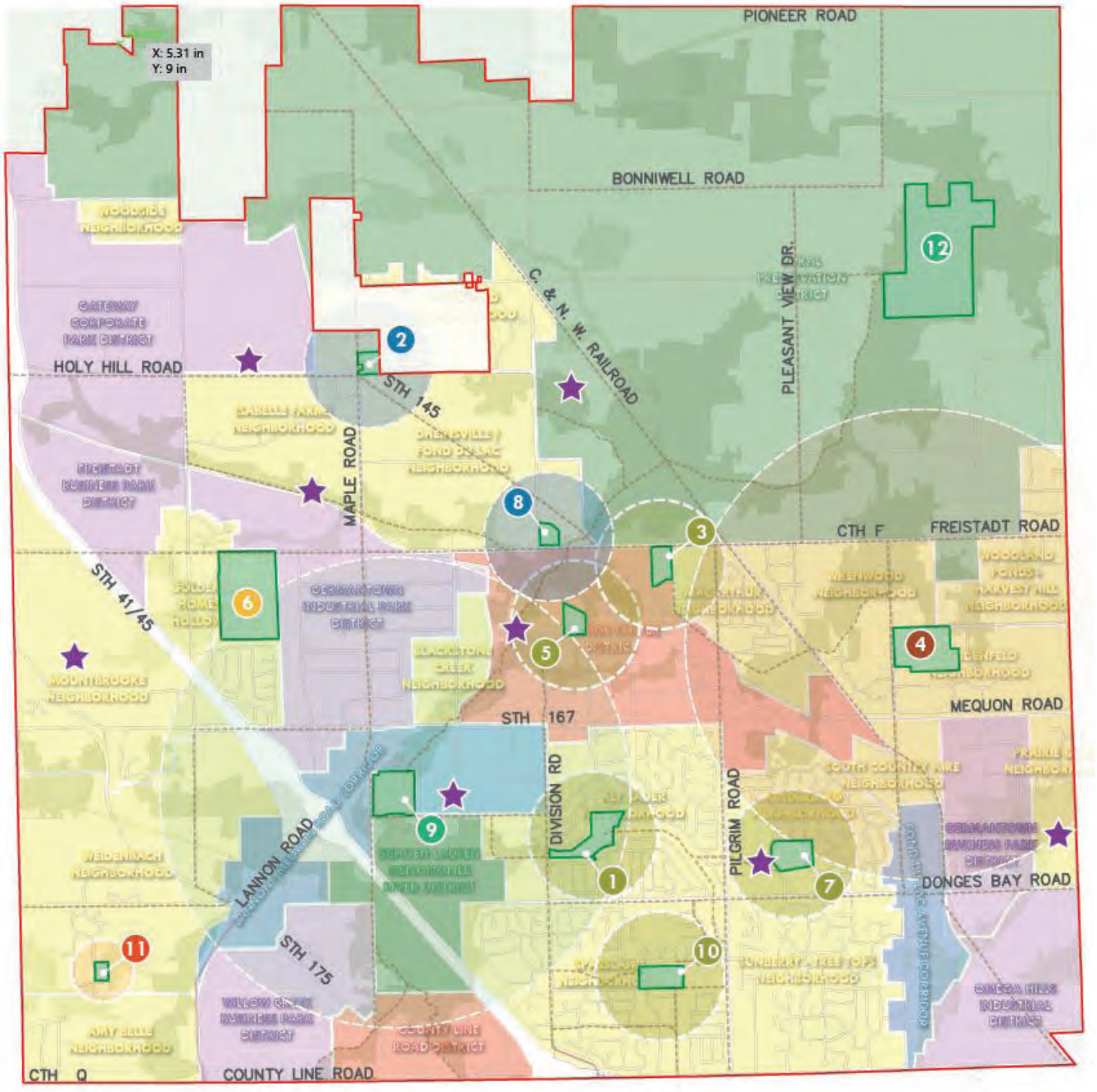
Neighborhood parks are the backbone of the system so nearly all residential areas should have direct access to a park. Some areas may be too small or have too few people to require a neighborhood park. These areas should at least be serviced by a playlot park or nearby access to a trail.

The older residential neighborhoods around Main Street and land south of Mequon Road are well-served by existing parks. While the existing parks may require upgrades or improvements, the purchase or dedication of additional lands in the south central portion of the Village is not a short-term priority for the Village unless the additional land will allow the Village to fulfill a noted deficiency in facilities, such as the community desire for a Youth Sports Complex.

Future residential growth in the Village is expected in the northwestern part of the Village. The Village should consider adding park and/or trail facilities in this area to accommodate the needs of new residents, and ensure that they too have access to park space.

1. Alt Bauer Park
   Neighborhood Park - 1/2 mile service radius
2. Dheinsville Historical Park
   Special Use Park - 1/2 mile service radius
3. Firemen's Park
   Neighborhood Park - 1/2 mile service radius
4. Friedenfeld Park
   Community Park - 3.5 mile service radius
5. Haupt Strasse Park
   Neighborhood Park - 1/2 mile service radius
6. Homestead Hollow County Park
   Regional Park - 12.5 mile service radius
7. Kinderberg Park
   Neighborhood Park - 1/2 mile service radius
8. Little League Park
   Special Use Park - 1/2 mile service radius
9. Schoen Laufen Park
   Environmental Park - 3.5 mile service radius
10. Spassland Park
    Neighborhood Park - 1/2 mile service radius
11. Wiedenbach Park
    Playlot Park - 1/4 mile service radius
12. Wilderness Park
    Environmental Park - 12.5 mile service radius

Service Area Diagram



The Service Area Diagram above includes existing park locations as they relate to the 2050 Future Land Use Map - Neighborhoods, Districts, and Corridors. As the map shows, the majority of neighborhoods (yellow) are served by an existing park. Those areas not served by a public park should look to include new park land, privately shared open space, or have planned trail connections that would connect residential areas to existing parks or river corridors.

★ = Potential Future Park or Shared Open Space



Alt Bauer (Old Farmer) Park is a 21-acre neighborhood park located near the center of the urbanized area in south central Germantown. This park is noted for its large natural woodland and grassland area. A storm drainage ditch (Jefferson Ditch) way runs through the park dividing it into two areas. A trail system links many of the park facilities, and provides access points from surrounding subdivisions.

What's in the Park?

- Basketball Court (2015)
- Paved & Gravel Pathways
- Tennis Courts (3) (2017)
- Picnic Tables
- Playground Structure (2016)
- Drinking Fountain
- Small Parking Lot
- Bridge (1999)





Voices from the community

What does this park need?

- Connect to Kinderberg Park through a path along the drainage way
- Remove the buckthorn, especially on the corner of the Basketball court, and create better visibility going around that corner
- Covered pavilion/shaded area





Dheinsville Park, also known as the Historic Dheinsville Settlement, is a historical park located in the northwest part of Germantown. The land was purchased in 1994 with monies from the Village of Germantown and the Germantown Historical Society (GHS), with improvements funded by the Jeffris Family Foundation. The Village constructed a parking lot and pathways in 2000 and refurbished several buildings on the property.

In 2020, the Village and GHS partnered to complete construction of the Muehl Family Festhalle, an 80' x 140' open air pavilion that will be available for community rental use and will be home to the annual Oktoberfest celebration.

What's in the Park?

- Muehl Family Festhalle (2020)
- Bast Bell Museum
- Permanent Restrooms
- Wolf Haus
- Picnic Tables
- Historical Society Office
- Soccer Field (1999)
- Gazebo Shelter
- Community Garden (2013)
- Paved Parking Lot Pathways (2021)
- Archery Range (2012)





Voices from the community

What does this park need?

- Heirloom farm and plants - history integrated with the existing community garden
- More parking for Oktoberfest
- Digital access/archive historical records
- Scout badge program
- Historic scavenger hunt/engagement activity



Firemen's Park is a 17-acre neighborhood park located near the northernmost edge of the urbanized area in central Germantown. The park is located west of and adjacent to Kennedy Middle School. The park was originally purchased and developed by the Germantown Volunteer Fire Company, and in 1991 the Village of Germantown purchased the park. The Germantown Senior Center is located on the northwest corner of the Park.

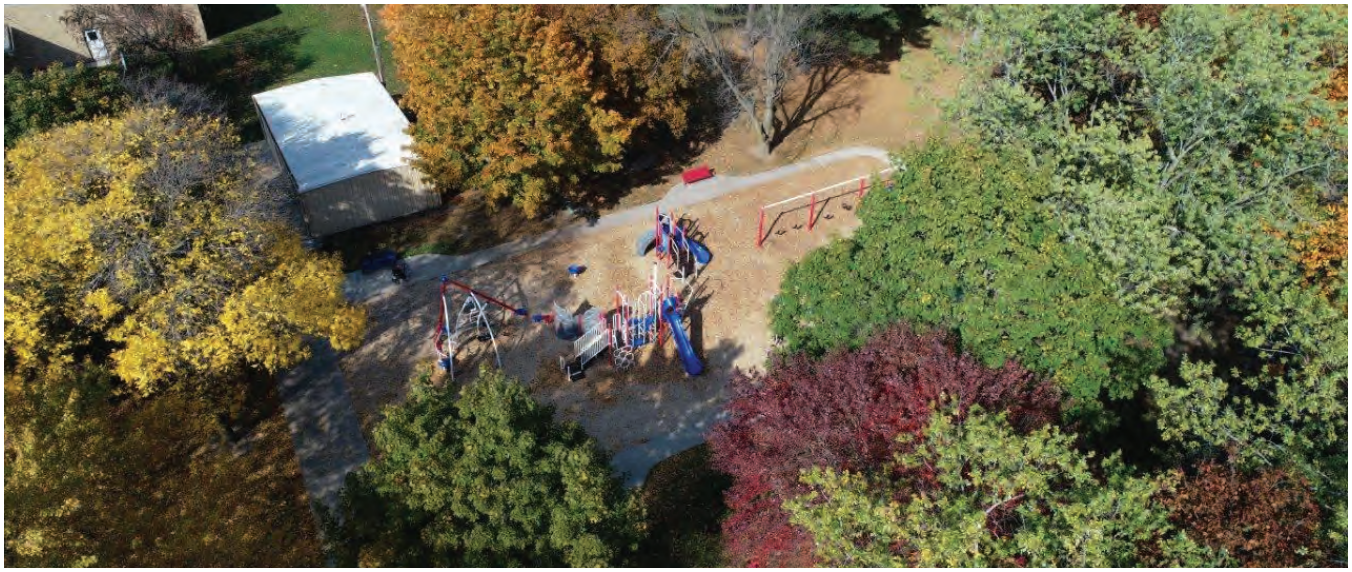
Fireman's Park is heavily used by community residents and serves as a community park. However, the park was not intended to be used so widely, and lacks many of the amenities recommended for a community park.

There is an open air shelter located in the center of the park, which was expanded in 1992. The park's facilities are connected by paved pathways. The ball field on Crusader Court is owned by the Germantown Little

What's in the Park?

- Two Baseball Diamonds
- Playground (2013)
- Gehl's Performing Arts Pavilion (2018)
- Soccer Fields
- Permanent Restrooms (2)
- Bleachers
- Drinking Fountain
- Off Street Parking
- Paved Pathways
- Veterans Memorial
- Outdoor Shelter
- Picnic Tables
- Senior Center
- Fireman's Park Multi-purpose Shelter (2021)





League. One permanent restroom facility is located within the Germantown Little League concession/restroom building, and one is located between the picnic area and firehouse. The playground structure was replaced in 2013.

The Village completed Phase 1 Site Improvements (sewer, water, electrical, pathway lighting) for the future multi-purpose shelter in June 2020. Plans were completed in August 2020 for the 3,800 square foot facility. Construction began in Fall 2020. The shelter construction was completed in June 2021.

Voices from the community

What does this park need?

- ADA friendly seating closer to the stage of the Gehl's Performing Arts Pavilion
- Updated ball diamonds
- Signage or landscaping to distinguish private property at the southern edge of the park
- Flat space for a "Mai Fest" tent



Friendenfeld Park (Peaceful Walk) is 53 acre community park/sports complex located in the west central part of the Village. The Park's primary focus is youth athletics including: the Germantown Soccer Club, Germantown Hawks Football Club, Germantown Junior Warhawks Baseball, and the Department's flag football program. Playground was installed in 2010. Parking lot and pathways were paved in 2007 using park impact fees and private funds.

What's in the Park?

- Flag Football Fields (3)
- Concession Stand/Press Box
- Baseball Diamond
- Paved and Gravel Pathways
- Regulation Football Field
- Retention Ponds
- Practice Football Fields (3)
- Parking Lots
- Soccer Fields (6)
- Bleachers
- Playground
- Storage Shed





Voices from the community

What does this park need?

- More parking (3 comments)
- Drainage on side football fields needs improvement - there is standing water on the fields often
- Add softball fields
- Central baseball/softball complex with lights
- Bathrooms (4 comments)
- Community center



Haupt Strasse (Main Street) Park is a 13-acre neighborhood park located about one quarter mile west of Firemen's Park in central Germantown. Haupt Strasse Park's main features are a single lighted softball diamond, skate park, and four pickle ball courts. The skate park was installed in 2003, replacing one of the tennis courts. The park shelter was constructed in 1997. There is a paved pathway to the playground structure.

What's in the Park?

- Lighted Softball Field
- Skate Park
- Pickleball Courts (4) (2017)
- Playground Structure (2018)
- Soccer Fields (2)
- Parking Lot
- Shelter
- Bleachers
- Port-a-John
- Sand Volleyball Court



Voices from the community

What does this park need?

- Back stop needs to be updated
- Covered dugouts
- Address drainage issues





Kinderberg (Children's Hill) Park is a 23 acre neighborhood park purchased in 1992 by the Village. The property is off of Donges Bay Road west of Heritage Hills Subdivision. In spring of 1995 the Village completed negotiations with the Germantown School District for a land swap with Spassland Park. The sprayground was completed in 2005 and is the only public outdoor aquatic amenity in the community.

What's in the Park?

- Baseball Field
- Sprayground
- Soccer Fields (2)
- Multi-purpose Indoor/Outdoor Shelter
- Tennis Courts (4)
- Basketball Court (2017)
- Permanent Restrooms
- Ice Rink
- Sledding Hill
- Playground Structure (1999)
- Paved Pathways
- Bleachers





Voices from the community

What does this park need?

- Building to warm participants on the sledding hill
- Bring back and maintain an ice skating rink
- Handicap parking
- Outbuilding needs to be larger to store more equipment
- Lights on the sledding hill
- Fenced in dog park/off leash area
- a bocce court





Little League Park is a 10-acre baseball complex. The land is leased to the Germantown Little League by the village. All facilities have been developed and maintained by the Germantown Little League.

What's in the Park?

- 3 baseball fields
- Concessions & Restroom building
- Parking



Voices from the community

What does this park need?

- Drainage
- Weed control
- More Diamond Mix



Schoen Laufen (Beautiful Walk) Park is located along the Menomonee River at the corner of Maple Road and Lilac Lane. The park is divided into two by the Menomonee River. The acquisition of this park site was initiated in response to the Village's 1990 Comprehensive Outdoor Recreation Plan. Schoen Laufen Park gives residents access to the Menomonee River, a wooded area with nature trails and spring ephemerals and begins implementation of a multi-purpose trail development along the river corridor.

What's in the Park?

- Shelter
- Gravel Pathways
- Parking Lot
- Port-A-John



Voices from the community

What does this park need?

- Loved the growth of the native plants which were allowed to flourish this summer. Please continue!
- Dog waste on trail is an issue
- Additional native plantings
- Kayak launch
- Outdoor education area
- Security camera in parking lot





Spassland (Play Land) Park is located in southern Germantown, north of and adjacent to County Line School. County Line School's 10-acre outside recreation area adds to Spassland Park's effectiveness as a neighborhood park. This park was leased from the Germantown School District until the Village acquired the park in 1995 via a land swap for a 15 acre parcel adjacent to Kinderberg Park. The park is served by two parking lots. Most facilities are connected with an accessible paved pathway.

What's in the Park?

- Disc Golf Course (9 holes)
- Paved Pathways
- Shelter
- Tennis Courts (2) – *2019*
- Playground Structure – *2018*
- Parking Lots (2)
- Basketball Courts (2)
- Permanent Restrooms
- Sand Volleyball Courts (2)
- Fitness Equipment – *2014*





Voices from the community

What does this park need?

- Drainage is needed along the trail and in the grass
- The disc golf course is un-useable because drainage is so poor
- Rain Gardens
- Redo/refinish the basketball courts





Weidenbach Park (Meadow by the Brook) is a four-acre play lot serving a small residential neighborhood in the southwest corner of the Village. The park serves as both an active and passive recreation area and features a one acre pond. The pond provides fishing but swimming and ice skating are not allowed. There is a small lighted paved parking lot and a paved pathway connecting the facilities.

A new modular playground structure was installed in 2020.

What's in the Park?

- Fishing Pond
- Basketball Court
- Fishing Pier
- Baseball Backstop
- Playground Structure
- Parking Lot
- Paved Pathways
- Port-a-John



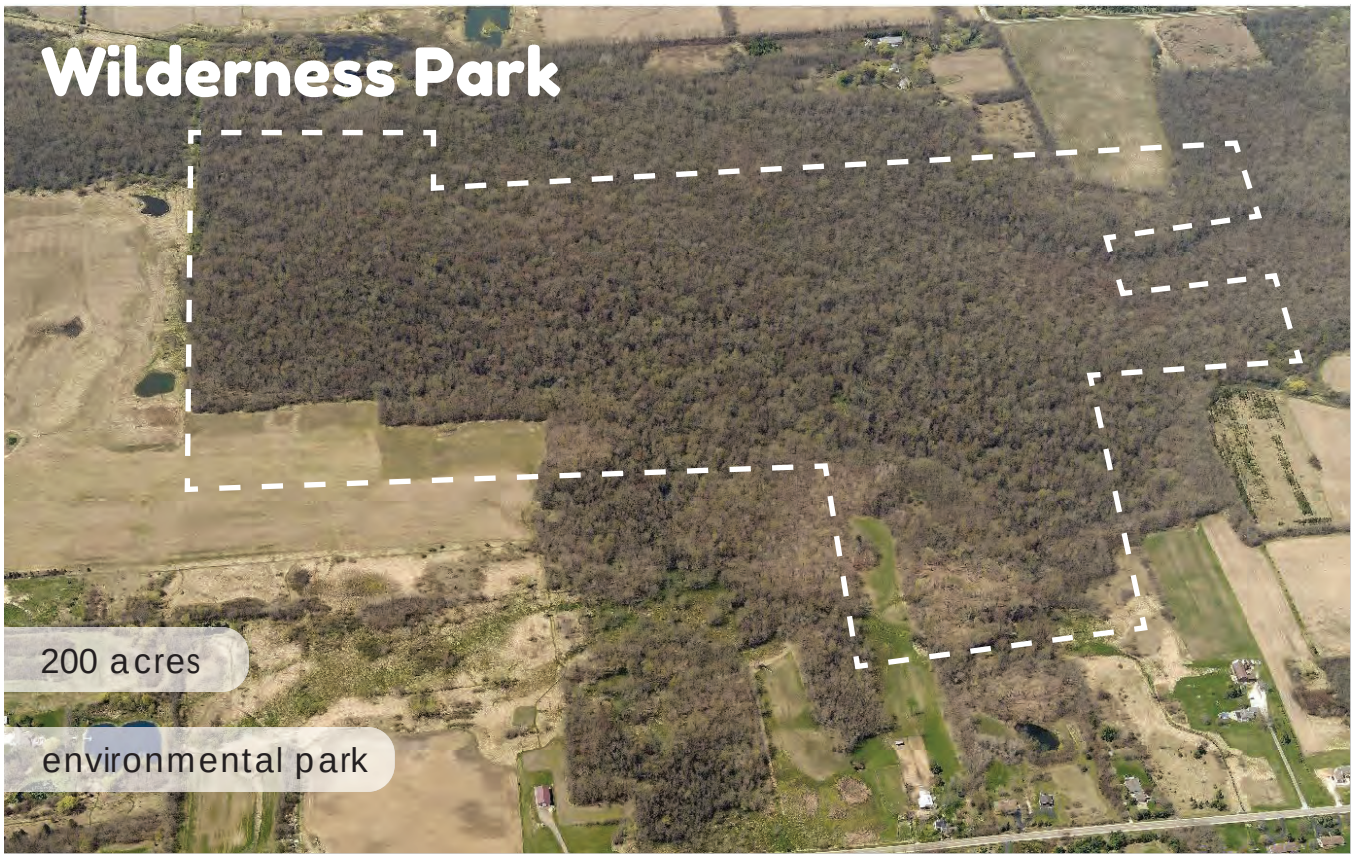


Voices from the community

What does this park need?

- Do not cut down the plants surrounding the lagoon – expect to find cattails and swamp milkweed around a pond. It also acts as a natural fence
- More picnic tables
- Another bench
- Awareness that this park exists!





Wilderness Park is located in the north eastern corner of Germantown, in the headwaters of the Little Menomonee River. The Conservation Fund on behalf of the Milwaukee Metropolitan Sewer District has been purchasing land around the property as part of the Greenseams Program (see page 4).

What's in the Park?

The wilderness area does not have any facilities, amenities, trails, nor does it have a public access point.



Voices from the community

What does this park need?

- Nature/walking trail similar to trails @ Homestead Hollow (4 comments)
- X-country ski trails with planned activities
- Mountain biking trails
- Allow dog walking
- Parking lot
- Eco-park/education
- Geo-caching
- Birding/Bird banding
- Beekeeping (partner w/ Mequon Nature Preserve)


Inspiration Board
Playgrounds
1. THEME-SPECIFIC PLAY EQUIPMENT
2. MUSICAL PLAY EQUIPMENT
3. NATURALIZED PLAYGROUND
4. SAND AREAS
5. RECYCLED RUBBER SURFACE
6. ADA-ACCESSIBLE PLAY EQUIPMENT
7. OTHER
Put a sticker on the photos that you like
Inspiration Board
Field & Court Sports
Inspiration Board
Winter Activities
Inspiration Board
Active + Passive Recreation
Sustainable Eco-Park

4

Chapter Four
Community Needs Assessment

Throughout the Comprehensive Outdoor Recreation planning process, residents and leaders of the Village of Germantown have had the chance to weigh in on the Park & Recreation system and their priorities for the future. Key opportunities for community input included:

- Park and Recreation questions on the **Village-wide Survey** in 2019 allowed residents the ability to express their overall impression of the park land in the Village.
- A **Park Planning Party** community open house in October of 2019, which allowed participants the opportunity to comment on facility and maintenance needs within each park, express desires for new facilities using inspiration boards, discuss the park and trail system as a whole with interactive mapping exercises, and give feedback through a live, digital poll.
- Three **Stakeholder Focus Groups** were conducted with Germantown residents in October 2020 to discuss community desires from multiple perspectives, including sports organizations, community groups, and families of all ages.
- The **Park & Recreation Commission** provided key input and review of the planning process to determine Village priorities and guide next steps.

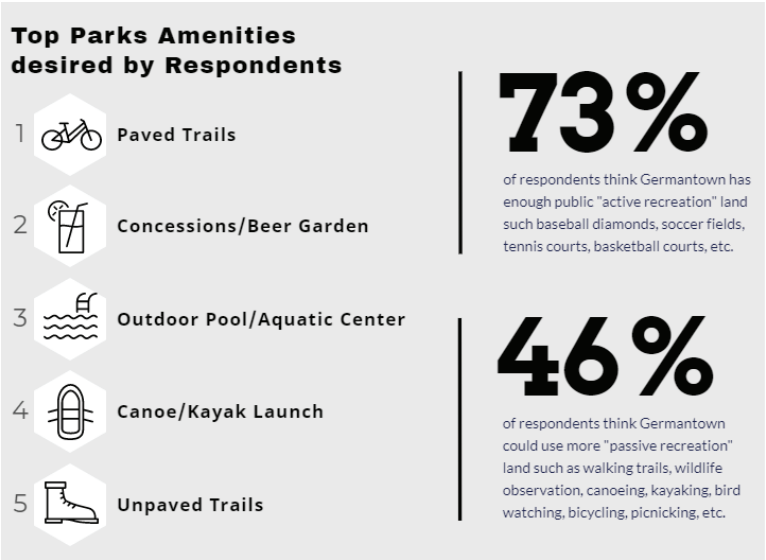
The community needs, priorities, and details that resulted from these engagement activities and community conversations are woven throughout this plan. The key lessons learned and needs identified throughout this engagement process are summarized in this section.

Land & Facilities

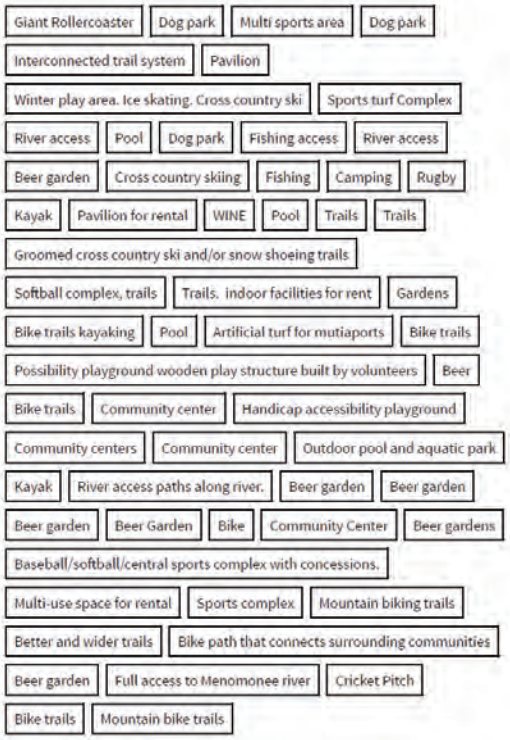
Two questions that were asked of community members throughout the planning process were "Do you think Germantown has enough public active recreation land such as baseball diamonds, soccer fields, tennis courts, basketball courts, etc.?" and "Do you think Germantown has enough passive recreation land such as walking, trails, wildlife observation, canoeing, kayaking, bird watching...etc?" The answers to these questions differed depending on where and when it was asked to community members. At the Park Planning Party open house in October of 2019, 64% of respondents said that the Village did not have enough active recreation land, and 86% of respondents said the Village did not have enough passive recreation land. The results of the Village-wide survey show a different view of community opinion. In that forum, 73% of respondents stated that Germantown has enough active recreation land.

This discrepancy could be due to the differing viewpoints that community members have about recreation land based on the activities that they take part in within the Germantown Community. While the overall community may not see a need for additional sports fields, those who coordinate active recreation activities are more intimately familiar with the land needs of those activities. It is possible that the respondents at the Park Planning Party open house represented a range of sports groups that felt as though their facility needs were not entirely met by Germantown's existing active recreation land.

However, the Stakeholder Focus groups



▲ Results from the Village-wide survey show that most respondents believe that Germantown has enough active recreation land. The top amenities desired by respondents listed here were essentially the same as those listed by respondents at the Park Planning Party open house, but in a different order.



▲ Community members weighed in on park and recreation facilities and amenities that they would like to see in Germantown during the Park Planning Party open house.

revealed that most sports organization representatives generally feel that they have sufficient space and facilities for their organization's needs, though baseball and soccer representatives mention that space and facilities could be expanded to better serve their programming. These stakeholders pointed to a different issue with the active sports facilities in Germantown: that the quality of the space available for sports organization use is not always suitable or ideal due to issues with maintenance, especially drainage. Issues with quality and maintenance of existing facilities may be one reason for widely differing opinions regarding Germantown's active recreation land needs.

The Sports Organization stakeholders also emphasized that a destination game and tournament space for hosting visiting teams is a community desire and economic development opportunity, and that a **Youth Sports Complex** would be well-used in the Village. A feasibility study for a potential Youth Sports Complex is recommended as a next step in Chapter Six: Capital Improvement Recommendations to further plan the exact programmatic elements needed for the facility to be successful in Germantown.

Park facilities and amenities that were identified as areas of need were beer gardens and concessions; canoe/kayak launch and water access; pathways and trails, both paved and unpaved; restroom facilities; cross country ski trails; and an outdoor pool / aquatic center. As seen in the graphic above, this list of top priorities is very similar to the list of priority amenities identified by the Village-wide survey.

Stakeholder focus groups also focused in on an outdoor Aquatic Center as a community desire, as well as more permanent restroom facilities throughout the park network. Stakeholder groups also discussed an expanded trail network as a community need, which is further detailed in the section below.

Trail Network

Germantown residents identified the expansion of the Village's trail network as one of the top community needs, both through the Village survey and at the Park Planning Party open house. Stakeholder groups provided even more detail about this need, expressing a desire to connect to other area trail system such as the Bugline or the Oak Leaf Trails and a desire for more hiking-style trails. Participants saw the expansion of the trail network not only as an expanded opportunity for recreation, but also as a wider transportation and connectivity issue. Some stakeholders also identified the economic development benefits of a trail network, expressing that an expanded trail network could connect Germantown businesses to new customers. Participants also noted that connecting park properties was an exciting opportunity for the Village.

It is possible that focusing on land acquisition that will help the Village expand the trail network, including a mixture of paved and ADA-accessible mixed use trails and unpaved trails through environmental areas will fulfill the community's desire for more **passive recreation land**. More information about planning for an expanded trail network, especially along the river corridors, is included on page 22 of this plan.

Village Center Park/Plaza

One potential gap in the Village's open space network is the lack of a featured park, plaza, or open space close to the Village Center that could function as a center of mixed-use development and urban activity in the Village. While Haupt Strasse Park is located at the western end of Main Street, it primarily serves as a neighborhood park with a few active recreation uses, including pickleball, a baseball field with lights, and the Haupt Strasse Skate Park.

Stakeholders saw the opportunity for an open space that was more urban in character and integrated with development along Mequon Road as a key opportunity for the Village, one that could support a wide-variety of park and recreation uses, including potentially an urban splashpad experience, with passive recreation opportunities such as outdoor seating that could compliment restaurants and other Village Center uses. Further discussion regarding the need and desire for an urban open space in the Village Center of Germantown should be focused around providing an experience that is unique and different than the opportunities found in other parks in the Village, and on ensuring that future urban open space is walkable both to restaurants and housing close to the Village Center and to the wider network of Germantown parks.

Outdoor Aquatic Facility

Community members identified an outdoor pool/aquatic center as one of the Village's primary needs in both the Village-wide survey and through the Park Planning Party open house. Though Germantown currently offers some limited aquatics programming through the school district at the indoor high school pool, the community members have expressed a need for an outdoor aquatic experience that serves as a true community amenity. Attendees of the Park Planning Party open house also noted that a pool would be an amenity they would like to see as part of a potential future community center. When asked how important it is that Germantown have an outdoor aquatics center, 13 open house attendees indicated that it was somewhat important, and 10 indicated

that it was very important. Community members also specifically called out a pool as a feature that other communities have that they would like to see in the Village.

In the stakeholder focus group sessions, participants provided more detail about why an outdoor pool in the Village was of interest to them. Residents expressed that an outdoor pool serves a recreation need for a wide range of ages within the Village, including preteens and teenagers who are too old to be interested in a splashpad. Stakeholders noted that there are not many activities within the Village that are suitable for teenagers to do with their peers. Stakeholders also shared that their families and friends regularly buy memberships to outdoor pool facilities in nearby communities, but that they wish that there were more opportunities to swim close by.

In the stakeholder focus groups, residents also discussed the possibility of expanding the Kinderberg Park splashpad or adding an entirely new splashpad as one way to meet the need of an outdoor aquatic experience, with the understanding that this will likely not meet the needs of every age group in Germantown nor allow for the widest range of aquatics programming.

General Park Upgrades & Maintenance

As noted elsewhere in this plan, community members identified general park upgrades and maintenance as a strong desire and need within the community.

Winter Activities

Stakeholders noted that there is a need for more winter activity options in Germantown. Ideas included a groomed cross country ski trails and skating. The group noted that warming shelters and a system of equipment rental would also be needed.

Community Center

Stakeholders noted that there is currently no indoor multipurpose room in the community for winter programming, nor is there a centralized place for kid's programming, both of which were noted as community needs. Stakeholders also noted that a community center would potentially allow the community to expand programming offerings and the schedule of when programming is offered without coordinating with the school district for limited indoor space.



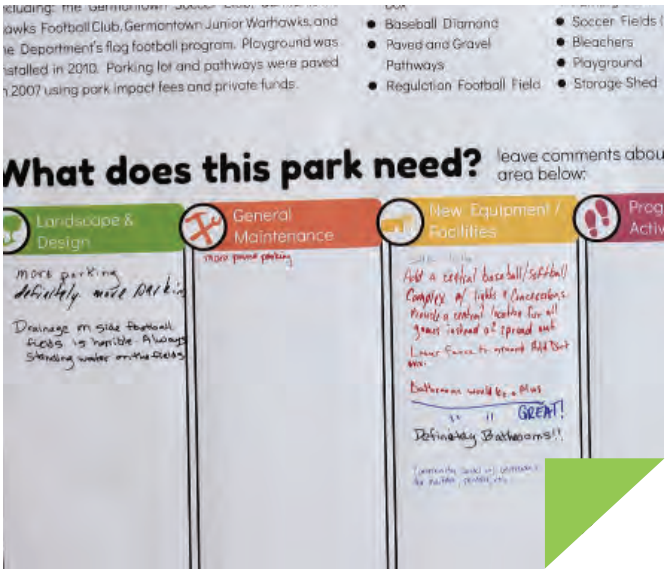





could a sidewalk fit on North side?
awesome
wooden path




In the next five years,


Baseball Diamond
Paved and Gravel Pathways
Regulation Football Field
Soccer Fields
Bleachers
Playground
Storage Shed
What does this park need?
leave comments abou
area below:
Landscape & Design
General Maintenance
New Equipment / Facilities
Prog
Activ
GREAT!
Definately Bathrooms!!



5

Chapter Five
Goals & Objectives

The Goals set forth for the next five years reflect the Village's past five years of experience working with their comprehensive park plan. The goals are program and policy-oriented, not specific to any one park or facility. This allows for the objectives to be implemented by the Park and Recreation Commission throughout the community, with specific park projects listed under the capital projects as implementation steps to meet the specific goals.

The goals and objectives are not listed in any specific order, nor do they highlight any specific timing unless stated. All of these goals are important. They interact to form the basis of the Village of Germantown's policy toward park and recreation planning, facility usage, and inter-governmental cooperation. Together, these statements provide the foundation for the priorities, recommendations and capital plans recommended later in the Plan. These statements are the focus of the Plan and represent the best intentions of the Commission members and citizens of Germantown based on the community feedback received.

The long-range vision of the Germantown Park and Recreation Department considers neighborhood parks as the back bone of the system. These parks are the social and daily recreation centers for residents.

In prior plans, the Goals and Objectives section noted that:

- the purchase of a community park would serve a very important role for the Village for large group gatherings and organized athletics complexes.
- preservation and acquisition of environmentally sensitive areas is significant as land becomes more flood-prone and water filtration becomes more difficult.
- the development of a community pathway system will tie the park and open space system together as well as residential neighborhoods, schools and businesses. Extensions of this pathway system will connect the village with regional trails.

These primary goals from previous plan version - new community parks, preservation of environmentally sensitive areas, and the development of a community pathway system – remain goals of the Village and Department today. However, new priorities have joined their ranks as well.

Goals and objectives on the pages below that represent the Village's priorities for the 2021-2026 plan are identified with a P.

Village of Germantown Comprehensive Outdoor Recreation Plan Goals & Objectives

1		Establish a Village-wide system of open spaces, parks and recreational facilities that will economically provide Germantown residents of all ages with adequate, convenient, varied and high-quality recreational opportunities on a year-round basis.
	1.1	Expand recreational programming to meet the needs and interests of pre-school, teens, older adults, and special needs populations.
	1.2	Explore the feasibility of developing an indoor recreational facility, where sport courts and space for classroom type activities are housed.
P	1.3	Explore the feasibility of developing an outdoor aquatic experience (i.e. aquatic center and/or community splashpad).
	1.4	Continue collecting public input on park issues at public informational meetings.
2		Acquire and maintain an adequate amount of active and passive recreational lands to meet future recreational needs.
P	2.1	Pursue an Outdoor Sports Complex Feasibility Study that identifies a potential location and design for active recreation facilities.
P	2.2	Cooperate with other public and private agencies to identify and acquire recreational lands, with an emphasis on river corridors for trail plan implementation.
	2.3	As part of any future development plans at Blackstone Creek, require a development agreement that includes dedication of land for purposes of a public park.
	2.4	Identify additional land needs and priorities using feedback from residents and benchmark metrics from peer agencies and Washington County.
	2.5	Seek public/private grant monies for land acquisition.
	2.6	Establish criteria for acceptance of property in lieu of Impact Fee Assessments.

P	2.7	Develop park master plans for each park based on community needs, as well as accepted Park & Recreation standards. Prioritize Friedenfeld Park for a master planning process within the 5 year planning period.

3 Provide adequate facilities at all parks within the Village's park system to meet the diverse needs and interests of Germantown's residents.

	3.1	Identify facility and programming needs in the Village through resident feedback and surveys, and by referencing metrics and standards from Washington County and peer agencies nationally.
	3.2	Monitor park facility and recreational program usage and condition on an ongoing basis.

4 Coordinate development efforts and the use of recreational facilities between the Village of Germantown, local schools, places of worship, and Washington County.

	4.1	Work with community groups and organizations on collaborative programming.
	4.2	Continue to work with the Germantown School District to utilize facilities (indoor and outdoor) for park and recreation activities.
	4.3	Continue to partner with local churches as potential locations for community recreation programs and events.
	4.4	Continue to partner with Washington County for use of Homestead Hollow Park for community recreation programs and events.
	4.5	Continue to facilitate community use of the Senior Center, Firemen's Park Community Building (former fire station), and park shelters.
	4.6	Continue to explore private facilities in the community as potentials spaces for recreation program use.

5 Encourage the preservation and acquisition of environmentally sensitive and historically significant areas.

P	5.1	Work with public and private agencies to obtain access to the Menomonee River throughout Germantown.
P	5.2	Encourage the preservation of prime environmental corridors throughout the Village and development of linear park and trail systems, and acquire land on a case-by-base basis to maintain these corridors.

5.3	Assist the Germantown Historical Society in the continued development of Dheinsville Park.

6 Provide residents with safe and accessible facilities and recreation equipment throughout the Village's park system.

6.1	Conduct an annual inspection tour of parks to identify safety and ADA accessibility issues and work to correct all issues in a timely manner.
6.2	Ensure that new park facilities and play equipment are designed and installed to meet ADA accessibility guidelines and standards.
6.3	Explore the planning and construction of an inclusive and fully-accessible playground facility to meet the needs of the entire community.
6.4	Perform feasibility analysis for existing field and playground surfaces/ materials and explore the use of sustainable synthetic turf options.

7 Use all available financial tools to further enhance the quality of the Village park system.

7.1	Update the Impact Fee Ordinance on a continual basis.
7.2	Monitor park land dedication ordinances to provide quality recreation lands.
7.3	Explore funding park facilities and programming through community donations and "Friends of the Parks" groups.
7.4	Develop a gift catalog as a fundraising tool.
7.5	Apply for funds with State and Federal grant programs whenever possible. Utilize 2019 Washington County Bikeway & Trail Network Plan - Grant Opportunities (page 112).

8 Coordinate subdivision review with all departments responsible for providing or maintaining adequate park facilities to ensure that adequate park facilities are provided to future Village residents.

8.1	Update Capital Improvements Program based on recommendations of the updated (and adopted by the Village Board) Comprehensive Outdoor Recreation Plan.

	8.2	Review preliminary plans when Plan Commission applications are presented to identify land for public recreation, as well as opportunities for trail/pathway linkages.
	8.3	Coordinate potential park land dedication with Public Works Department so that utility systems are adequately considered.

9 Continue a village-wide urban forestry program which replaces unsafe or diseased trees and improves the aesthetic nature of existing public lands.

	9.1	Complete the Village-wide tree inventory and work to keep it up-to-date in the future.
	9.2	Recommend budget allocations to help minimize the impact of the emerald ash borer and loss of ash trees using the best scientific advice and lowest cost to the community.
	9.3	Recommend a budget allocation of $2 per capita for Forestry maintenance, and planting.
	9.4	Continue to utilize the services of a certified arborist.
	9.5	Continually review the Urban Tree Ordinance and Street Tree Plan.
	9.6	Continue to organize an annual Arbor Day proclamation and ceremony.
	9.7	Work with the Public Works Committee to identify future street tree locations in coordination with trail systems, sidewalk system and drainage ways.
	9.8	Apply for DNR Urban Forestry Grants to assist in the management of the Village Urban Forest.

P 10 Create a village-wide Trail System Plan that identifies location, facility type, and priorities for trails.

	10.1	Identify and develop a system of trails that provides links between current and future recreation lands and provides opportunities for pedestrians, bicycles, snowmobiles, horseback or cross country skiing activities in the Village.
	10.2	As the trail system is developed, purchase lands or secure easements so that the trail network is publicly controlled.
	10.3	Ensure that the primary routes within the trail system in the Village of Germantown are ADA accessible.

10.4	Pursue funding opportunities through State & Federal grant programs.
10.5	Reference the recommendations in the Washington County Bikeway and Trail Network Plan when developing a Village-wide trail system.

11 Ensure that operations and maintenance of the park, open space and trail system is supported through appropriate levels of staffing and funding.

11.1	Recognize the resources required for long term, quality management and maintenance of the park and open space system and ensure that the system is realistic and affordable for the Village.
11.2	Ensure that the parks, open space, and trails are managed and maintained in an environmentally responsible and cost-effective manner to limit operating costs where feasible.
11.3	Evaluate maintenance staffing levels and recommend increases as required to ensure the proper care of new and existing park facilities.

12 Transform Village of Germantown parks into sustainable public spaces using environmental design and management practices.

12.1	Where feasible, reduce adverse impacts associated with site pollutants by incorporating features such as bioswales, rain gardens, infiltration strips, and associated storm water management facilities.
12.2	Utilize recycled materials where feasible and cost effective in the design and construction of park landscape features.
12.3	Make use of water-wise landscape maintenance principles, such as using low water demand vegetation, and installing efficient irrigation systems.
12.4	Explore the possibility of converting open grass areas into native landscaping and/or “no-mow” areas.
12.5	Where practical, minimize night light pollution related to park lighting by selecting appropriate fixtures and timing systems.







6

Chapter Six
Capital Improvement Recommendations

Overall the existing park facilities are in good condition. However, maintenance of the parks is an ongoing process, and capital improvements are required to bring the parks up to standards proposed in this plan. Maintenance projects are completed by the Village DPW staff or contracted out with money from the parks and recreation operation budget. Capital improvement projects go through the Village budgeting process and are subject to review by the Village Board each year.

This section of the plan is intended to be used by the staff, Park and Recreation Commission and Village Board for the planning and maintenance of park and facility improvements. All future improvement projects and decisions should be guided by these recommendations to ensure that the parks system reaches its full potential.

The following paragraphs identify projects that are recommended for possible inclusion in the 2021 – 2026 CIP Budget.

2021 CIP Budget – these items were approved for the 2021 CIP Budget

- Dheinsville Park parking lot and trail paving - $80,000
- Kinderberg Park Splashpad/Playground Feasibility Study - $15,000
- Total Cost = $95,000

2022 CIP Budget –

- Village-Wide Trail/Pathway Network Plan - $30,000
- Land Acquisition – Community Park (location TBD) – costs partially offset by grant funding – funds available for nature-based outdoor recreation opportunities - $1,000,000 (based on 40 acres @$25,000/acre)
- Dheinsville Park Festhalle – Bird Netting System (materials and installation) - $35,000
- Kinderberg Park – resurface tennis courts - $30,000
- Baseball Diamond Facility – upgrades at Haupt Strasse and Friedenfeld Parks (infield construction and fencing upgrades) - $40,000
- Total Cost = $1,135,000

2023 CIP Budget –

- Kinderberg Park Playground - $225,000 (replace year 2000 equipment)
- Community Park Master Plan & Phase 1 Development – costs TBD by Park Master Plan, costs partially offset by community fundraising - $2,000,000
- Trail/Pathway System Implementation – Phase 1 - $100,000
- Firemen's Park – parking area by Gehl's Pavilion/new park shelter - $75,000
- Total Cost = $2,400,000

(2024-2026 CIP Budget on following page)

2024 CIP Budget –

- Community Park Development – Phase 2 Development - $750,000
- Community Splashpad & All-Inclusive Playground - $1,000,000
- Trail/Pathway System Implementation – Phase 2 - $100,000
- Total Cost = $1,850,000

2025 CIP Budget –

- Community Park Development – Phase 3 Development - $500,000
- Friedenfeld Park Master & Design Development Plans - $30,000
- Trail/Pathway System Implementation – Phase 3 - $100,000
- Total Cost = $630,000

2026 CIP Budget –

- Friedenfeld Park Utilities & Restroom/shelter Building - $1,500,000
- Trail/Pathway System Implementation – Phase 4 - $100,000
- Total Cost = $1,600,000

	Maintenance	Capital Improvements
Alt Bauer Park	▷ Add crushed aggregate around tennis courts ▷ Improve tree and planting beds ▷ Add more picnic tables to park ▷ Evaluate park signage consistency	▷ Establish prairies in suitable areas to reduce turf maintenance ▷ Resurfaced gravel pathways with asphalt
Dheinsville Historic Park	▷ Install tree screening on north end of the property ▷ Improve tree and planting beds	▷ Install playground equipment ▷ Install a restroom screening structure ▷ Establish prairies in suitable areas to reduce turf maintenance ▷ Historical Society to continue buildings renovations
Firemen's Park	▷ Maintain and improve tree and planting beds	▷ Construct a parking lot north of the Fire Station ▷ Complete upgrades to Fire Station #1 for community use
Friedenfeld Park	▷ Improve tree and planting beds ▷ Establish prairies in areas to reduce turf maintenance	▷ Create Park Master Plan » Install permanent restrooms and shelter » Replace gravel pathways with asphalt » Install drainage system for tackle football practice field. Explore synthetic turf surface for the football field. » Install split rail fence or ballads & gates to eliminate vehicle traffic on turf » Install overflow parking lot for heavy usage days » Develop north east portion of park for athletic usage
Haupt Strasse Park	▷ Remove benches and replace with picnic tables around skate park ▷ Improve tree and planting beds	▷ Add permanent restrooms ▷ Establish prairies in suitable areas to reduce turf maintenance ▷ Add a basketball court ▷ Resurface existing parking lot ▷ Replace existing shelter ▷ Expand or renovate skate park

	Maintenance	Capital Improvements
Kinderberg Park	▷ Repair or replace broken playground curbing ▷ Improve tree and planting beds ▷ Repair damage in pathways ▷ Remove wind screens between tennis courts ▷ Have contractor evaluate leaning poles between tennis courts ▷ Remove benches & add picnic tables ▷ Establish prairies in areas to reduce turf maintenance	▷ Replace playground equipment ▷ Install shade structure over sprayground ▷ Resurface tennis courts ▷ Sprayground feasibility study to determine needed facility upgrades and possible relocation within the community
Schoen Laufen Park	▷ Repair fire ring ▷ Remove down trees in river ▷ Improve tree and planting beds	▷ Add a pedestrian bridge and trail system on the west side of the river ▷ Resurface parking lot
Spassland Park	▷ Improve tree and planting beds ▷ Crack fill tennis & basketball courts ▷ Establish turf in areas where trees and shrubs were removed ▷ Remove benches and replace with picnic tables ▷ Edge volleyball courts and add picnic tables ▷ Seal coat pathways and parking lot	▷ Replace basketball hoops, backboards and structure ▷ Correct drainage by creating a swale across the site that ends in the wetland ▷ Resurface parking lots ▷ Establish prairies in suitable areas to reduce turf maintenance
Weidenbach Park	▷ Repair fishing pier ▷ Work with DNR to declare fishing pond as an urban fishery ▷ Improve tree and planting beds ▷ Develop an aquatic management plan for water quality and eliminate nuisance plants	▷ Resurface parking lot ▷ Resurface basketball court
Wilderness Park		▷ Create Park Master Plan » Identify, develop, and advertise public access points to the park » Add a trail network and public access point » Provide amenities that support environmental education programming

What have we accomplished...
since the last plan?

In Alt Bauer Park...

- Trimmed the tree canopy around the tennis courts to reduce maintenance concerns and extend longevity of court surface.
- Replaced playground equipment in 2016.
- Resurfaced the tennis courts in 2017.
- Installed an entrance sign at Old Farm Road & Division Road in 2020.
- Removed and installed new benches on concrete pads around playground area in 2016.
- Resurfaced the basketball courts and the parking lot in 2015.

In Dheinsville Historic Park...

- Constructed the new Festhalle open air shelter in 2020.
- Paved parking lot and pathways in 2021.

In Firemen's Park...

- Constructed the Gehl's Performing Arts Pavilion in 2018.
- Renovated the Fire Station offices into community recreation space, and upgraded service bays to storage for park and recreation equipment and supplies.
- Constructed 3,800 sq ft multi-purpose park shelter building in 2021.

In Friedenfeld Park...

- Installed concrete playground curbing/ walkway.
- Installed new benches on concrete pads.
- Upgraded the irrigation system in the practice football fields and soccer fields.

In Haupt Strasse Park...

- Renovated tennis courts into 4 pickleball courts in 2017.
- Moved the skatepark entrance from the park side (north) to the street side (south).
- Added a crosswalk near the playground equipment.
- Added an ADA accessible pathway from the playground equipment to the parking lot in 2018.
- Replaced playground equipment in 2018.

In Kinderberg Park...

- Constructed a new basketball court facility in 2017.
- Installed standing seam metal roof on park shelter in 2020.

In Schoen Laufen Park...

- Opened up views to the river by cutting and removing vegetation, including the removal of ash trees.
- Installed standing seam metal roof on park shelter in 2018.

In Spassland Park...

- Built a dumpster enclosure.
- Installed outdoor fitness equipment in 2015.
- Resurfaced the tennis courts in 2019.
- Replaced playground equipment in 2018.

In Weidenbach Park...

- Replaced playground equipment in 2020.



Appendix

Table A1: Park Size Standard and Acreage Classification, 2020

Park	Acres per Park	Current Acres in Germantown's Park system (2020) per park category	2020 Recommended Acres per park category*	2025 Projected Recommended Acres per park category **
Playlot (standard size: 1-2 acres; standard acres: .5/1,000 residents)				
Weidenbach	4	4	10.3	11.3
Neighborhood (standard size: 10-25 acres; standard acres: 3/1,000 residents)				
Alt Bauer	25.6	98.6	61.8	67.9
Firemen's	17			
Haupt Strasse	13			
Kinderberg	23			
Spassland	20			
Community (standard size: 25-150 acres; standard acres: 8/1,000 residents)				
Friedenfeld	53	53	164.7	181.3
Regional (standard size: 100+ acres; standard acres: 10/1,000 residents)				
Homestead Hollow County Park	105	105	206	227
Special Use (variable size and amount)				
Dheinsville	9.5	19.5	–	–
Little League	10			
Environmental (variable size and amount)				
Schoen Laufen	39	239	–	–
Wilderness	200			
TOTAL Acres	519			

*2020 Recommended Acres based on an estimated population of 20,590

**2025 Projected Recommended Acres based on a projected population of 22,660

▲ Recommended acres are based on the 1995 NRPA park standards, as interpreted in the Village of Germantown's 1997 Comprehensive Outdoor Recreation Plan. As these standards are widely considered outdated, this table is included for reference only, but should ***not*** be used to exclusively evaluate Germantown's level of service.

Table A2: Facility Inventory & Standards

	"Standard" facilities (Based on 1997 Plan / NRPA 1995 standards)	Existing Facilities in Parks	Existing Facilities on Schoolgrounds	Total Existing Facilities	2020 Facility Needs*	2025 Projected Facility Needs**
Baseball						
Official	1/5,000	2	2	4	4	5
Little League	1/2,250	5	0	5	9	10
Softball	1/5,000	1	2	3	4	5
Practice ballfield (backstop)	1/1,400	3	3	6	15	16
Soccer	1/1,000	17	4	21	21	23
Football						
Tackle	1/15,750	1	1	2	1	1
Practice area	1/2,250	5	2	7	9	10
Sand Volleyball	1/4,000	3	0	3	5	6
Basketball	1/2,250	5	0	5	9	10
Tennis	1/1,750	9	8	17	12	13
Ice Skating	1/5,250	1	0	1	4	4
Sledding	1/8,000	1	0	1	3	3
Bank Fishing	1/5,250	2	0	2	4	4
Modular Play Equipment	1/1,750	7	4	11	12	12
Picnic Shelter	1/1,750	10	0	10	12	13
Trails (miles)	.16/1,000	5.79	0	5.79	3.29	3.63
Horseshoe Pit	1/5,225	0	0	0	4	4
Restrooms	–	5	0	5		
Skatepark	–	1	0	1		
Archery range	–	1	0	1		
Bandshell	–	1	0	1		
Pickleball Courts	–	4	0	4		

*2020 Recommended Acres based on an estimated population of 20,590

**2025 Projected Recommended Acres based on a projected population of 22,660

Exhibit B: Menomonee River Land Ownership Map

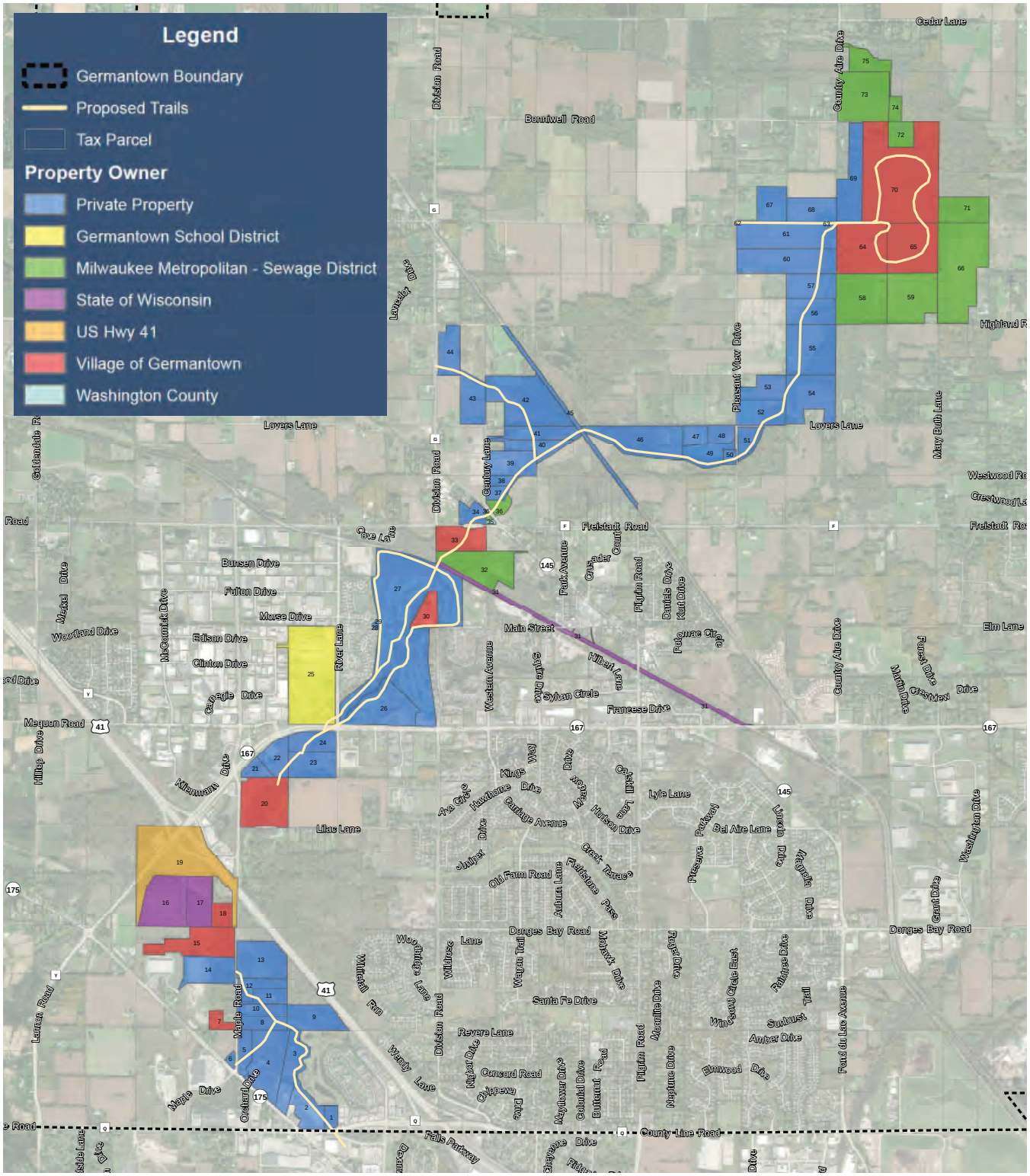

Legend
Germantown Boundary
Proposed Trails
Tax Parcel
Property Owner
Private Property
Germantown School District
Milwaukee Metropolitan - Sewage District
State of Wisconsin
US Hwy 41
Village of Germantown
Washington County
Cedar Lane
Bonniwell Road
Division Road
County Aire Drive
Pleasant View Drive
Lovers Lane
Century Lane
Freistadt Road
Bunsen Drive
Fulton Drive
Morse Drive
Edison Drive
Clinton Drive
Main Street
Western Avenue
Sylvan Circle
Francese Drive
Hilbert Lane
Park Avenue
Flyfin Road
Daniels Drive
Elm Lane
Meguon Road
Woodland Drive
Lilac Lane
Lyle Lane
Bel Aire Lane
Old Farm Road
Donges Bay Road
Santa Fe Drive
Revere Lane
Concord Road
Division Road
Maple Road
Lemon Road
Falls Parkway
County Line Road
Cheyenne Drive
Amber Drive
Sunburst Trail
Elmwood Drive
Neptune Drive
Mayflower Drive
Colonial Drive
Butternut Road
Chippewa Lane
Wagon Trail
Whitetail Run
Wildrose Lane
Hawthorne Drive
Carriage Avenue
Morrison Drive
Great Terrace
Fieldstone Pass
Auburn Lane
Presence Parkway
Ridgeview Drive
Ford du Lee Avenue
Washington Drive
Grant Drive
Martin Drive
Crestview Drive
Mary Ruth Lane
Highland Road
Westwood Road
Crestwood Lane
Freistadt Road
Woodland Drive
Meskel Drive
McCamish Drive
River Lane
Hillcrest Drive
Kiemann Drive
Juniper Drive
Kings Way
Ava Grace Drive
Maple Drive
Orchard Drive
Lesley Drive
Century Lane
Crusader Court
Pelham Circle
Kurt Drive
Lovell Lane
Lovell Terrace
Lovell Parkway
Lovell Drive
Lovell Avenue
Lovell Lane
Lovell Drive
Lovell Avenue
Lovell Lane
Lovell Drive
Lovell Avenue
Lovell Lane

Table B: Menomonee River Land Ownership

Map ID	Tax Key	Municipality	Owner Name	Owner Address	Owner City	Owner State	Owner ZIP	Parcel Address
1	GTNV_333999	VILLAGE OF GERMANTOWN	MARSHALL PEEBLES	PO BOX 565	BUTLER	WI	53007-0000	N96W18058 COUNTY LINE RD
2	GTNV_333998	VILLAGE OF GERMANTOWN	MFF MORTGAGE BORROWER 18 LLC	512 LAUREL ST	BRAINERD	MN	56401-	N96W18200 COUNTY LINE RD
3	GTNV_333968	VILLAGE OF GERMANTOWN	L&D INVESTMENT CO	5400 S 27TH ST	MILWAUKEE	WI	53221-0000	W184N9676 APPLETON AVE
4	GTNV_333963	VILLAGE OF GERMANTOWN	MENARD INC	4777 MENARD DR	EAU CLAIRE	WI	54703-0000	W186N9754 APPLETON AVE
5	GTNV_333964	VILLAGE OF GERMANTOWN	WAUWATOSA SAVINGS BANK	11200 W PLANK CT	WAUWATOSA	WI	53226-3250	W188N9820 APPLETON AVE
6	GTNV_324959	VILLAGE OF GERMANTOWN	GT REAL ESTATE OF	1451 S 108TH ST	WEST ALLIS	WI	53214-0000	W188N9875 MAPLE RD
7	GTNV_321976	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N112W17001 MEQUON RD	GERMANTOWN	WI	53022-	MAPLE RD
8	GTNV_332995	VILLAGE OF GERMANTOWN	KARL O BUEHRER	W188N10050 MAPLE RD	GERMANTOWN	WI	53022-0000	MAPLE RD
9	GTNV_332996	VILLAGE OF GERMANTOWN	KARL O BUEHRER	W188N10050 MAPLE RD	GERMANTOWN	WI	53022-0000	MAPLE RD
10	GTNV_332994	VILLAGE OF GERMANTOWN	KARL O BUEHRER	W188N10050 MAPLE RD	GERMANTOWN	WI	53022-0000	W188N10050 MAPLE RD
11	GTNV_332993	VILLAGE OF GERMANTOWN	JIMMY LEWIS POTEET	W188N10106 MAPLE RD	GERMANTOWN	WI	53022-0000	W188N10106 MAPLE RD
12	GTNV_332992	VILLAGE OF GERMANTOWN	KEVIN J MOLES, BETTY MOLES	345 PARKER CIR	LAWRENCE	KS	66049-0000	MAPLE RD
13	GTNV_332991	VILLAGE OF GERMANTOWN	KARL PHILLIP STANGEL, CAROL MCCARTY	43 HARRISON AVE	HIGHLAND PARK	NJ	08904-0000	MAPLE RD
14	GTNV_321972	VILLAGE OF GERMANTOWN	BV RYAN WILLOW CREEK I OWNER LLC	533 S THIRD ST STE 100	MINNEAPOLLIS	MN	55415-	N102W19300 WILLOW CREEK WAY
15	GTNV_321975	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N112W17001 MEQUON RD	GERMANTOWN	WI	53022-	MAPLE RD
16	GTNV_294994	VILLAGE OF GERMANTOWN	STATE OF WISCONSIN	141 NW BARSTOW ST	WAUKESHA	WI	53188-0000	LANNON RD
17	GTNV_294995	VILLAGE OF GERMANTOWN	STATE OF WISCONSIN	141 NW BARSTOW ST	WAUKESHA	WI	53188-0000	LANNON RD
18	GTNV_294985	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N112W17001 MEQUON RD	GERMANTOWN	WI	53022-	MAPLE RD
19	GTNV_294999	VILLAGE OF GERMANTOWN	U S HIGHWAY 41	PO BOX 798	WAUKESHA	WI	53187-0798	W195N10653 LANNON RD
20	GTNV_282984	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	P O BOX 337	GERMANTOWN	WI	53022-0000	N108W18500 LILAC LN
21	GTNV_282988	VILLAGE OF GERMANTOWN	APEX HOTEL INVESTMENTS LLC	311 PRESERVE WAY	COLGATE	WI	53017-	W188N11020 MAPLE RD
22	GTNV_282989	VILLAGE OF GERMANTOWN	WILLOW VIEW INVESTMENTS LLC	311 PRESERVE WAY	COLGATE	WI	53017-	N111W18611 MEQUON RD
23	GTNV_282995	VILLAGE OF GERMANTOWN	JOHN G WEIDMANN, KIM M WEIDMANN	N112W18025 MEQUON RD	GERMANTOWN	WI	53022-0000	N112W18025 MEQUON RD
24	GTNV_282994	VILLAGE OF GERMANTOWN	JOHN G WEIDMANN, KIM M WEIDMANN	N112W18025 MEQUON RD	GERMANTOWN	WI	53022-0000	RIVER LN
25	GTNV_213961	VILLAGE OF GERMANTOWN	GERMANTOWN SCHOOL DISTRICT	N104W13840 DONGES BAY RD	GERMANTOWN	WI	53022-	W180N11501 RIVER LN
26	GTNV_214988	VILLAGE OF GERMANTOWN	PHW GERMANTOWN INC	2845 HAMLIN AVE NORTH	ROSEVILLE	MN	55113-	N112W17500 MEQUON RD
27	GTNV_211979	VILLAGE OF GERMANTOWN	ROMANO & SCHMIDT LLC	PO BOX 226	GERMANTOWN	WI	53022-	MEQUON RD
28	GTNV_214001	VILLAGE OF GERMANTOWN	JOHN R CASANOVA, ANNA M CASANOVA	W177N11586 BLACKSTONE CIR	GERMANTOWN	WI	53022-	W177N11586 BLACKSTONE CIR
29	GTNV_211034	VILLAGE OF GERMANTOWN	LUCAS W PLESE, JENNIFER S PLESE	W177N11606 BLACKSTONE CIR	GERMANTOWN	WI	53022-	W177N11606 BLACKSTONE CIR
30	GTNV_211999	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N122W17177 FOND DU LAC AVE	GERMANTOWN	WI	53022-0000	N116W17230 MAIN ST
31	GTNV_224999	VILLAGE OF GERMANTOWN	STATE OF WISCONSIN		WAUKESHA	WI	53188-0000	
32	GTNV_222980	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-0000	FOND DU LAC AVE
33	GTNV_222981	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N122W17177 W FOND DU LAC AVE	GERMANTOWN	WI	53022-0000	MAIN ST
34	GTNV_153971	VILLAGE OF GERMANTOWN	ALLAN E DOBBERFUHL	W169N12143 FOND DU LAC AVE	GERMANTOWN	WI	53022-0000	W169N12143 FOND DU LAC AVE
35	GTNV_153999	VILLAGE OF GERMANTOWN	WASHINGTON COUNTY	432 E WASHINGTON ST	WEST BEND	WI	53095-7986	
36	GTNV_153997	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-1440	CENTURY LN
37	GTNV_153996	VILLAGE OF GERMANTOWN	EVERETT D HOWARD, BONNIE L HOWARD	W168N12172 CENTURY LN	GERMANTOWN	WI	53022-0000	W168N12172 CENTURY LN
38	GTNV_153995	VILLAGE OF GERMANTOWN	MARK S REINERT, JENNIFER A REINERT ET AL	W168N12196 CENTURY LN	GERMANTOWN	WI	53022-0000	W168N12184 CENTURY LN
39	GTNV_153979	VILLAGE OF GERMANTOWN	LITTLE ACRES LLC	W168N12276 CENTURY LN	GERMANTOWN	WI	53022-0000	W168N12276 CENTURY LN
40	GTNV_153972	VILLAGE OF GERMANTOWN	CRAIG D OSTOVICH, DIANA JO OSTOVICH	W168N12338 CENTURY LN	GERMANTOWN	WI	53022-0000	W168N12338 CENTURY LN
41	GTNV_153977	VILLAGE OF GERMANTOWN	DAVID C KONTZ	W168N12340 CENTURY LN	GERMANTOWN	WI	53022-	W168N12340 CENTURY LN
42	GTNV_152988	VILLAGE OF GERMANTOWN	JAN A LUCAS, MILWAUKEE METROPOLITAN SEWERAGE	503 S COMANCHE LN	WAUKESHA	WI	53188-0000	CENTURY LN
43	GTNV_152998	VILLAGE OF GERMANTOWN	MAHMOOD MIRHOSEINI REVOCABLE TRUST	N124W16826 LOVERS LN	GERMANTOWN	WI	53022-	N124W16826 LOVERS LN
44	GTNV_152995	VILLAGE OF GERMANTOWN	JILL CAYTON	N124W17116 LOVERS LN	GERMANTOWN	WI	53022-	CTY HWY G
45	GTNV_154999	VILLAGE OF GERMANTOWN	FOX VALLEY & WESTERN LTD	ONE O'HARE CENTRE STE 9000	ROSEMONT	IL	60017-0000	
46	GTNV_143988	VILLAGE OF GERMANTOWN	FRANK M LAUFER, CHERYL S LAUFER	W148N12345 PLEASANT VIEW DR	GERMANTOWN	WI	53022-0000	W148N12345 PLEASANT VIEW DR
47	GTNV_143980	VILLAGE OF GERMANTOWN	MICHELE A MOSS, STEVEN J MOSS	W148N12353 PLEASANT VIEW DR	GERMANTOWN	WI	53022-	W148N12353 PLEASANT VIEW DR
48	GTNV_143981	VILLAGE OF GERMANTOWN	CHARLES R NICKEL, REBEKAH S NICKEL	W148N12337 PLEASANT VIEW DR	GERMANTOWN	WI	53022-	W148N12337 PLEASANT VIEW DR
49	GTNV_143982	VILLAGE OF GERMANTOWN	ROBERT M SNOW, LORI A SNOW	W148N12301 PLEASANT VIEW DR	GERMANTOWN	WI	53022-	W148N12301 PLEASANT VIEW DR
50	GTNV_143990	VILLAGE OF GERMANTOWN	FRANK BLAU	W148N12297 PLEASANT VIEW DR	GERMANTOWN	WI	53022-0000	W148N12297 PLEASANT VIEW DR
51	GTNV_144987	VILLAGE OF GERMANTOWN	JOSEPH P CARRUTH, NANCY J CARRUTH	W148N12340 PLEASANT VIEW DR	GERMANTOWN	WI	53022-	W148N12340 PLEASANT VIEW DR
52	GTNV_141998	VILLAGE OF GERMANTOWN	ROBERT LANGRECK, BETTY LANGRECK	W148N12470 PLEASANT VIEW DR	GERMANTOWN	WI	53022-0000	W148N12470 PLEASANT VIEW DR
53	GTNV_141991	VILLAGE OF GERMANTOWN	DEAN A KIND, JULIE B KIND	PO BOX 436	GERMANTOWN	WI	53022-0000	W148N12534 PLEASANT VIEW DR
54	GTNV_141999	VILLAGE OF GERMANTOWN	JOHN E PERRY, BRENDA L PERRY	N124W14106 LOVERS LN	GERMANTOWN	WI	53022-	LOVERS LN
55	GTNV_141995	VILLAGE OF GERMANTOWN	SCOTT W SOMMER, GEORGENE D SOMMER	W148N12696 PLEASANT VIEW DR	GERMANTOWN	WI	53022-0000	PLEASANT VIEW DR
56	GTNV_114999	VILLAGE OF GERMANTOWN	SCOTT W SOMMER	W148N12696 PLEASANT VIEW DR	GERMANTOWN	WI	53022-0000	PLEASANT VIEW DR
57	GTNV_114997	VILLAGE OF GERMANTOWN	RICHARD GERSCHKE TRUST	6305 W SPENCER PL	MILWAUKEE	WI	53218-	PLEASANT VIEW DR
58	GTNV_123998	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-1446	HIGHLAND RD
59	GTNV_123999	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-1446	HIGHLAND RD
60	GTNV_114995	VILLAGE OF GERMANTOWN	RICHARD GERSCHKE TRUST	6305 W SPENCER PL	MILWAUKEE	WI	53218-	W148N13004 PLEASANT VIEW DR
61	GTNV_114993	VILLAGE OF GERMANTOWN	RICHARD GERSCHKE TRUST	6305 W SPENCER PL	MILWAUKEE	WI	53218-	PLEASANT VIEW DR
62	GTNV_111999	VILLAGE OF GERMANTOWN	WALTER J WOLF, GARY J WOLF ET AL	1931 FIELDCLIFFE DR	RICHFIELD	WI	53076-	PLEASANT VIEW DR
63	GTNV_114992	VILLAGE OF GERMANTOWN	ARLENE WOLF, ARLENE KOHL ET AL	3367 MOUNT LN	HUBERTUS	WI	53033-	PLEASANT VIEW DR
64	GTNV_123997	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N122W17177 FOND DU LAC AVE	GERMANTOWN	WI	53022-0000	HIGHLAND RD
65	GTNV_123996	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N122W17177 FOND DU LAC AVE	GERMANTOWN	WI	53022-0000	HIGHLAND RD
66	GTNV_124998	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-1446	HIGHLAND RD
67	GTNV_111988	VILLAGE OF GERMANTOWN	DON W DUSSAULT	2159 S 80TH ST	WEST ALLIS	WI	53219-0000	PLEASANT VIEW DR
68	GTNV_111998	VILLAGE OF GERMANTOWN	WALTER J WOLF, GARY J WOLF ET AL	1931 FIELDCLIFFE DR	RICHFIELD	WI	53076-	BONNIWELL RD
69	GTNV_122995	VILLAGE OF GERMANTOWN	DANIEL LIEDTKE	N136W13835 BONNIWELL RD	GERMANTOWN	WI	53022-	N136W13835 BONNIWELL RD
70	GTNV_122999	VILLAGE OF GERMANTOWN	VILLAGE OF GERMANTOWN	N122W17177 FOND DU LAC AVE	GERMANTOWN	WI	53022-0000	N136W13801 BONNIWELL RD
71	GTNV_121998	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-1446	WASAUKEE RD
72	GTNV_122993	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 WEST SEEBOTH ST	MILWAUKEE	WI	53204-1446	
73	GTNV_013997	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-0000	COUNTRY AIRE DR
74	GTNV_013998	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-0000	COUNTRY AIRE DR
75	GTNV_013985	VILLAGE OF GERMANTOWN	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	260 W SEEBOTH ST	MILWAUKEE	WI	53204-0000	COUNTRY AIRE DR

Table C: Likely Funding Sources

Funding Name	Description/Eligible Projects	Funding Entity & Link
Knowles-Nelson Stewardship Local Assistance Grant Programs ▷ Aids for the Acquisition and Development of Local Parks (ADLP); ▷ Urban Green Space (UGS) grants; ▷ Urban Rivers (UR) grants; ▷ Acquisition of Development Rights (ADR)	▷ Support nature-based outdoor recreation activities ▷ Land acquisition for parks & trails, including riverfront property	▷ State (WDNR) ▷ https://dnr.wisconsin.gov/topic/Stewardship/ApplyLUG
Federal Recreation Grant Programs ▷ Land and Water Conservation Fund (LWCF) ▷ Recreational Trails Program (RTP)	▷ LWCF grants support land acquisition and development of high-quality outdoor recreation amenities in local communities. ▷ RTP grants support maintenance and restoration of existing trails; ▷ development and rehabilitation of trailside and trail head facilities and trail linkages; ▷ construction of new trails (with certain restrictions on federal lands); and ▷ acquisition of property for trails.	▷ Federal (WDNR) ▷ https://dnr.wisconsin.gov/topic/Stewardship/FederalLUG
Federal Transportation Alternatives Program (TAP)	▷ On or off-road facilities	▷ State (WisDOT) ▷ https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx
Federal Congestion Mitigation and Air Quality Improvement Program (CMAQ)	▷ Encourages transportation alternatives in southeast Wisconsin that improve air quality such as public transit enhancements, bicycle/pedestrian facilities, ride sharing programs and facilities, and technologies that improve traffic flow and vehicle emissions.	▷ State (WisDOT) ▷ https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/cmaq.aspx
Fund For Lake Michigan (FFLM)	▷ Projects that have near-term, direct and quantifiable impacts on water quality in the Lake Michigan watershed. This includes projects such as wetland restoration, stormwater management, stream bank repair, and general water quality improvements.	▷ Non-profit ▷ https://fundforlakemichigan.org/

Additional Funding Sources to Explore:

WisDOT	▷ https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/default.aspx
WDNR	▷ https://dnr.wisconsin.gov/aid/Grants.html

RESOLUTION NO. 44-2021

JURISDICTIONAL TRANSFER OF COUNTY TRUNK HIGHWAY "F" KNOWN AS FREISTADT ROAD and WAUSAUKEE ROAD

WHEREAS, the Village of Germantown is authorized to make additions and deletions to the Roadway System with the approval or consent of the Department of Transportation and the governing bodies in which the proposed change is located; and

WHEREAS, in consideration of the transfer of additional roadway of approximately 2.66 miles of County Trunk Highway "F" known as “Freistadt Road” (State Trunk Highway 145 easterly to Wausaukee Road) from the County Trunk Highway System to the Village System and the transfer of approximately 1.00 miles for Village Roadway know as Wausaukee Road (from Freistadt Road southerly to State Highway 167) from the Village System to the County Trunk Highway System; and

WHEREAS, in consideration of the net addition of approximately 1.66 miles including all structures, culverts and signals and signage of County Trunk Highway “F” from the County Trunk Highway System and transfer same to the Village of Germantown. The Village of Germantown has agreed to accept $615,200 from Washington County as full and final payment for the current depreciated value of the physical infrastructure of County Trunk Highway “F”; and

WHEREAS, the final form of the agreement between Washington County and the Village of Germantown will be negotiated and executed as part of the transfer; and

WHEREAS, the agreement will address, among other important points, the transferring of corresponding rights-of-way and interests by a detailed description, required improvements, and the designation of the transferred highways;

NOW, THEREFORE, BE IT RESOLVED by the Village of Germantown Board that the jurisdictional transfers of that portion of County Trunk Highway “F” from Washington County to the Village of Germantown described herein and the transfer of a portion of Wausaukee Road from the Village of Germantown to Washington County is authorized.

BE IT FURTHER RESOLVED that, subject to approval of the Washington County Board of Supervisors and the Department of Transportation, the Village of Germantown Board hereby accepts the transfer of roadway from the County Trunk Highway System that portion of County Trunk Highway “F” to the Village of Germantown Highway System as described in the jurisdictional transfer agreement with the Village of Germantown.

BE IT FURTHER RESOLVED that this transfer be effective on the date provided in the Jurisdictional Transfer Agreement.

_____ _____

Dean Wolter, Village President Deanna Braunschweig, Clerk / Treasurer

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE:	December 8, 2021
AGENDA ITEM:	New Business
ITEM TITLE:	Request to use Remaining Funds for the Goldendale Rd Jurisdictional Transfer toward 2022 Road Program.
SUBMITTED BY:	Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

Staff received a request from Trustee Myers for an Agenda Item to request approval to use the remaining funds received by the Village of Germantown from Washington County related to the jurisdictional transfer of Goldendale Road.

Staff has had discussions with the Village Administrator to utilize these same funds towards improvements to Country Aire Drive. Staff would need to develop a project scope and cost estimate to determine if the remaining funds were sufficient.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _XX____

- Request Form from Trustee Myers

RECOMMENDATION:
Staff recommends that the Public Works & Highway Committee approve the use of the remaining Goldendale Rd Jurisdictional Transfer Funds be used for future annual Road Improvement projects.

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.

COMMITTEE AGENDA ITEM

REQUEST FORM

I, Trustee DENNIS MYERS hereby request that the following item(s) be placed on the next agenda of the PUBLIC WORKS & HIGHWAYS Committee, for consideration and action:

ITEM REQUESTED:

TO USE THE BALANCE AMOUNT LISTED ON THE ATTACHMENT TO THIS REQUEST IN THE 2022 ROAD PROJECTS

DISCUSSION/REASON:

TO HAVE LARRY INCLUDE EXTRA ROADS TO HIS ALREADY ESTABLISH APPROVE ROAD LIST FOR 2022

Dated this 29 day of NOV., 2021

Dennis Myers
Signature of Trustee

Received: _____
By: _____
Revised: 4/26/00

Matthew Uselding

From: Matthew Uselding
Sent: Monday, November 15, 2021 10:13 AM
To: 'Dennis Myers'
Subject: Goldendale Transfer Monies

Good morning Trustee Myers,

I hope you had a nice weekend.

I wanted to follow up with you regarding the Goldendale transfer monies. The Village received $692,250 from Washington County due to the transfer. The 2022 Recommended Budget allocates $100,000 from that reserve to assist in the funding of road projects in 2022. That leaves $592,250 remaining from the initial transfer. I will print this email out and provide it for you at tonight's Board meeting. If you have any other questions please let me know.

Thank you,

Matthew Uselding
Budget Manager
Village of Germantown
Ph: 262-250-4777
Cell: 414-688-1157

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE:	December 8, 2021
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ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _XX____

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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.

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Dated this 29 day of NOV., 2021

Dennis Myers
Signature of Trustee

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Thank you,

Matthew Uselding
Budget Manager
Village of Germantown
Ph: 262-250-4777
Cell: 414-688-1157

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 45-2021

CAPSTONE DEVELOPER AGREEMENT

WHEREAS, it is known that the Village of Germantown requires Development Agreements; and,

WHEREAS, the attached Capstone Developer Agreement was discussed at the May 5, 2021, Public Works Committee Meeting and then recommended at the December 8, 2021 Public Works Committee Meeting; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Development Agreement with Capstone, known as CQ WI 2021, LLC.

Introduced by: _____

Adopted: December 20, 2021____

Vote: Ayes: ___ Nays: ___

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna B. Braunschweig, WCMC/CMC
Village Clerk / Treasurer

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

MEETING DATE: December 8, 2021 and December 20

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement for CAPSTONE 41

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

SUMMARY EXPLANATION:

Staff brought the Capstone-41 Developer Agreement to the PWHC on May 5, 2021 but requested that the Development Agreement discussion/approval be postpone until a future PWHC meeting. This motion was unanimously approved.

Tonight, Staff is bringing the Developers Agreement for the proposed CAPSTONE-41 Development back for discussion/approval by the Public Works and Highway Committee. The Development would be located on the Southside of Holy Hill Road (across from the Briggs & Stratton Facility). The public improvements addressed in the DA are sanitary sewer, roadway and shared use of a Storm Water Drainage Pond (accepts drainage from Holy Hill Rd).

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER_x_

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for the CAPSTONE 41 Development and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

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

CAPSTONE41
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and CQ WI 2021, LLC, a Delaware limited liability company, hereinafter referred to as "Developer".

WHEREAS, the Developer has contracted to acquire approximately 52.47 acres of land legally described as Lot 3 of Certified Survey Map No. 6506 as recorded in the Office of the Register of Deeds for Washington County, Wisconsin on April 29, 2013, in Volume 49, Page 238 as Document No. 1335168, being part of the Northwest ¼ and Southwest ¼ of the Northeast ¼ and Part of the Northeast¼ and Southeast¼ of the Northwest¼, all in Section 18, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit C in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer intends to develop the Property generally consistent with the site plan submitted and attached as Exhibit E (the "Development Plan") for up to three (3) buildings on the Property; Building #1 will be an approximately 202,455 sq. ft industrial (warehouse/office/distribution) or light manufacturing facility; Building #2 is estimated to be approximately 290,580 sq. ft., and Building #3 is estimated to be approximately 293,536 sq. ft., both of a presently undetermined use but intended to be consistent with the current Village comprehensive plan and M-1 zoning (collectively, the "Development"); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary due to the Development within a reasonable time; and further that the acceptance of conveyance of these improvements may be conditioned upon the construction of such improvements according to specifications approved by the Village and without cost to the Village other than as provided herein; and

WHEREAS, it may be necessary that Developer construct and install water distribution facilities in a dedicated easement on the Property or alternatively construct individual private laterals for each building, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer cause construction and install a sanitary collection system in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer cause construction of an internal private drive on Outlot 2 on the Property as shown on Exhibit C, and the Village will require that such plans and designs be approved and permitted consistent with private drive circulation typical within business and industrial parks; and

WHEREAS, the Village has established a tax increment district known as Tax Incremental District No. 7 ("District"), amended the boundary of such District to include the Property and amended the project plan for such District to include certain costs relating to the Development as eligible project costs (as defined in Wis. Stat. § 66.1105(2)(f)); and

WHEREAS, the Village has determined that to promote development, expand the tax base of the Village and to provide for job creation and retention, it is willing to provide some financial benefits to the Development to facilitate and fund certain public improvement work and other private improvements reasonably necessary for the Development; and

WHEREAS, Developer has provided financial information sufficient to demonstrate to the Village Board that Development has need of funding of certain public and private improvement work reasonably necessary for the Development to be financially viable within a reasonable time frame; and

WHEREAS, prudent fiscal management by the Village requires that this funding be provided with appropriate assurances to the Village that the Development will be developed with Phase I substantially as presented to and approved by the Village and with a Phase II and possibly Phase III developed on the remaining buildable land on the Property; and

WHEREAS, the Village and Developer acknowledge and agree that a high quality development is necessary in order to ensure that the District is successful and pays its costs solely from the tax increment (as defined in Wis. Stat. § 66.1105(2)(i)) generated by development within the District without resorting to general fund tax dollars; 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 Property or are potentially affected by the Development 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 shall, entirely at its own expense except as herein provided, design and install the public improvements required by Sec. 18.08 of the Municipal Code and certain other private improvements all as itemized on the attached Exhibit A, in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted, and the Village Engineer has approved, the plans for all water supply facilities, including an extension of three (3) 12-inch water laterals, connected to the existing 16-inch water main on Holy Hill Road, to service each of the proposed buildings and authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been 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. This design has been included in a water main installation project being undertaken by the Village along the frontage of the Property on Holy Hill Road. Village agrees to install the three 12-inch laterals, and Developer agrees to reimburse the Village for the installation of the three 12-inch laterals as provided for in Section 6.01 below. All water utility improvements, if any, that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

A pre-construction meeting is required prior to the start of installation of water main (at least 48 hours prior to start of construction). Pre-construction meeting to be organized by Developer.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend public sanitary sewer for approximately 1,300 lineal feet, including 5 manholes, within a utility easement beginning at the existing sanitary sewer located at the east Property line to the proposed Building #1. Sampling manholes at each building are to be private and the lateral from the 10-inch sanitary sewer to the building is private. The proposed sanitary sewer shall connect to the existing sanitary sewer located in an easement adjacent to the east Property line of the Development. The connection shall be made by connecting to an existing sanitary manhole. Developer has designed and submitted, and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been 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. All sanitary sewerage system improvements that are to be transferred to the Village Wastewater Utility shall be contained in a permanent utility easement in favor of the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Developer shall construct a 12-foot wide temporary access drive centered over the sanitary sewer extension for the purpose of providing access for Village Waste Water Utility service vehicles. Driveway shall be constructed with crushed aggregate 12-inches thick capable to handle an 80,000-pound service truck. As development proceeds, this temporary access drive shall be replaced with the internal on-site paved driveways.

1.04 OTHER UTILITIES. All such services described in this Agreement shall be located underground in accordance with applicable codes, unless otherwise agreed by the Village Engineer.

1.05 GRADING: INTERNAL PRIVATE ACCESS DRIVE. The Development shall be served by an internal private drive within Outlot 2 consistent with typical business and industrial park circulation which shall be located and be of the dimensions as depicted on the Development Plan. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications for all grading, street surfacing, and any traffic signs and street signs necessary or desirable before authorization for construction will be given. All construction documents shall be prepared in accordance with prevailing industry 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. All grading, street surfacing, concrete curb and gutter that are on Outlot 2 to be conveyed to the Village shall be subject to a permanent recorded maintenance agreement, drafted and provided by Developer, obligating the Developer or an association created for the Development to provide, and pay for, all maintenance of such Outlot 2 and the improvements constructed on Outlot 2. Such maintenance shall include, without limitation, seasonal maintenance such as snow removal as well as repair type maintenance. Such permanent maintenance agreement shall be subject to the review and reasonable approval of Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All grading, street surfacing and traffic signs and street signs related to the Development 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.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec. 17.43 of the Municipal Code, and, in addition, has undertaken the following measures to ensure sediment control:

(1) Submitted an Erosion Control Plan which the Village Engineer has approved.

(2) Obtained an erosion control permit from the Building Inspection Department. Developer or its contractor is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for each building phase and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the Property, as shall be determined by the Village Engineer.

(3) Developer shall promptly undertake top soiling, fine grading, seeding and as applicable fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master

Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of Outlots or other improvements within easements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

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

1.07 STORM WATER DRAINAGE FACILITIES. Stormwater drainage from the Development will discharge into one (1) proposed storm drainage Pond located at the southeast corner of the Property and one (1) proposed storm drainage Pond located at the northwest corner of the Property, each located in outlots. The outlots will be conveyed to the Village as separate parcels of land upon completion of construction of the Ponds in conformance with construction documents approved by the Village. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Ponds will be adequate to accommodate expected surface water flow within and through the Development, including storm water drainage from Holy Hill Road. 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" and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the **"SWMP"). 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.

(1) Developer shall install all storm water management facilities as shown on the **SWMP.**

(2) The proposed Ponds shall be certified by such Professional Engineer to verify that the Pond was constructed to meet the requirements of the **SWMP.**

(3) 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 an occupancy permit will be issued.

(4) The Developer or its affiliates successors or assigns shall be responsible for the perpetual maintenance of all stormwater drainage and detention and retention facilities on the Property consistent with the **SWMP** and applicable Village ordinances.

1.08 LANDSCAPING. Developer shall complete and continually maintain all landscaping on the Property as accepted by the Village in the site plan approval granted _____, 2021.

1.09 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings, if any, internal to the Development at Developer's expense. In addition, Developer shall install a business park monument sign and associated landscaping at the entrance to the Property.

1.10 SIDEWALKS AND PATHWAYS. No private sidewalks or pathways shall be located in any Public ROW on this Development. Developer has indicated its willingness to collaborate with Village, if desired by Village, to attempt to locate a north-south route, generally anticipated to be in the western portion of the Property, and an east-west route, generally anticipated to be on the south side of the Property, and each not in conflict with Developer's planned improvements, for a non-exclusive easement for the future construction of a Village-sponsored multimodal Path/Trail, with construction of such Path not being the responsibility of Developer. Any future construction of the Path shall not unreasonably interfere with the development, operation or use of the Development by Developer and/or any tenant or assign of Developer. None of Developer, its tenants, its assigns, nor the Property shall bear any cost for the construction, use, maintenance or repair of the Path, and in no event shall the Property be subject to any special assessments or charges for the Path.

1.11 DEMOLITION AND ENVIRONMENTAL REMEDIATION. Developer, as part of the construction of the Development, has represented the need to demolish existing structures on the Property and to complete certain environmental remediation on the Property. Developer agrees to undertake this work as part of the phase in which the other public improvements on the Property are completed.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer shall, entirely at its own expense except as herein provided, construct and install all public improvements reasonably necessary due to the Development and described herein 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 water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineer's written approval of the starting date and schedule.

The pre-construction meeting between Developer, the Contractors and the Village must take place prior to the start of construction activities. Developer to organize the pre-construction meeting. Prior to such meeting, Developer shall notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements, and landscaping (except as approved by the Village Community Development Director) are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

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

(1) Master site grading
(2) Site Plan
(3) Water main record-drawings, if any
(4) Erosion and sedimentation controls
(5) Water main extensions, if any
(6) Sanitary Sampling Manhole
(7) Sanitary Sampling Manhole Record Drawings (upon completion)
(8) Sanitary Sewer Extensions

(9) Sanitary Sewer Record Drawings (upon completion)
(10) Landscaping

In addition, Developer has submitted, and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. 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-ORAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, Copy Tough media. Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code. In the event that it should become necessary to mark Village-owned utilities through Digger's Hotline prior to the as-built record drawings for the same being provided to the Village, Developer shall be responsible for the marking.

2.06 ANTICIPATED BUILDING TIMELINE. Developer anticipates constructing the buildings within the Development as follows, subject to Developer's assessment of market conditions, demand analysis, competitive landscape, and general capital availability:

(1) Substantial completion of Building 1 by December 31, 2022.

(2) Substantial completion of Building 2 by December 31, 2024.

(3) Substantial completion of Building 3 by December 31, 2027.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements described in this Agreement will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first phase of the Development under the Ordinances have been paid in full, (ii) copies of 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 First American Title Insurance Company, Inc. ("First Am") that no liens or other encumbrances (except those approved in writing by the Village) encumber the outlots or easements for public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

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

ARTICLE IV - PAYMENT OF FEES

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

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

(1)	Water:	$ 832.00/REC
(2)	Fire Protection:	$ 0.63549/$1000 Building Cost
(3)	Police Protection Facilities:	$ 0.2809/$1000 Building Cost

(4) Sanitary Sewer Connection: $ 4,469.00/REC

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

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

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

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

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 (GIS) data incurred by the Village in connection with the Development.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit B, for each phase of the Development prior to the issuance of a building permit for said phase of the Development on the Property. As used in this paragraph, "phase" shall mean the construction of a separate building on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized three (3) sewer connections for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

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

sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. The Village acknowledges that Developer has provided a valid wetland delineation for the Property from an Assured Delineator authorized by the WDNR.

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

5.05 ROADWAY MAINTENANCE. The primary Development access is comprised of one internal private drive on Outlot 2 consistent with private drive circulation typical within business and industrial parks, and remaining accessways also shall be internal private drives to remain on private land. Upon construction, Developer agrees to undertake or cause an association to undertake all maintenance of the private drive located on Outlot 2. Such maintenance shall be defined in a maintenance agreement to be finalized to the mutual satisfaction of Village and Developer, as described in Section 5.06 hereof. Such maintenance shall include normal physical repair and replacement of failed pavement as well as snow removal and any other seasonal maintenance and upkeep.

5.06 MAINTENANCE AGREEMENTS. For the purposes of recording against the Property in the Office of the Washington County Register of Deeds, Developer and Village agree to enter into a separate maintenance agreement(s) for the private drive in Outlot 2, as well as the outlots containing Ponds, upon terms consistent with this Agreement.

ARTICLE VI - TID COSTS AND FINANCING

6.01 AMOUNT. As an eligible project cost of the District, the Village shall provide an incentive to Developer which shall be used to pay Developer's contractors directly for the costs of the public and private improvements described in this Agreement up to $2,500,000.00 ("TID Costs") as further described on the attached Exhibit A and consistent with this Article and Article IX below. The TID Costs shall be placed in an escrow account with First American Title as escrow agent, subject to a construction escrow and disbursement agreement reasonably acceptable to Developer, the Village and First American Title, and the TID Costs shall be paid

out to contractors consistent with draws submitted by the Developer as the improvement work described in Article I is complete. **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, except for delays due to force majeure under Section 8.03 below, and if the Village Engineer reasonably believes that Developer will be unable to cause such work to be complete within an additional six months, and if Developer is unable to demonstrate to the Village Engineer's reasonable satisfaction (within 90 days following additional written notice from the Village Engineer to Developer) that Developer will be able to cause such work to be timely completed, then the Village may contract directly with other contractors to complete such work and use the TID Costs in escrow to pay actual construction costs incurred by the Village to complete such public improvement work. **If** all of the improvements described in the attached Exhibit A are fully completed and a balance remains in the TID Costs escrow account, such remaining funds shall be disbursed to Developer to offset other Development costs.

6.02 FINANCING. In order to finance the Village's obligations hereunder and specifically the TID Costs, the Village may issue bonds, notes or other debt instruments of its choice (the "Bonds"). It is intended that the principal and interest on the Bonds, estimated by the Village's financial consultant to be $3,209,050.00 (the "Total TID Costs"), will be paid from tax increment generated from the Property as it is developed, and/or capitalized interest available under the Bonds, in accordance with Wis. Stat. § 66.1105. The Bonds issued to finance the TIO Costs shall be in an amount adequate to finance all TIO Costs and shall constitute the Total TIO Costs (estimated to be $3,209,050.00). The Village shall not assess the Property, nor charge Developer or any subsequent owner of any parcel of the Property, any "impact" or other assessment or fees which have the effect of (a) reimbursing the Village for improvements financed by the Bonds, or (b) paying the Village for municipal services provided to the District on a different basis than similar services supplied to other land in the Village; provided, however, that following completion of the public improvements described in Article I of this Agreement, the Village may specially assess land in the District for subsequent repairs and replacements to the public improvements installed under this Agreement to the same extent and in the same manner that the Village assesses for repair or replacement of any other municipal improvement upon similar real estate within the Village. The preceding sentence shall not prevent the Village from requiring the payment of (i) general real estate tax assessments, (ii) utility reserve capacity assessments (RCAs), hook-up fees and service charges, and (iii) any other similar "impact" fees or other assessments, fees or charges, as long as they apply consistently to all land in the Village.

6.03 Intentionally omitted.

6.04 Intentionally omitted.

6.05 Intentionally omitted.

6.06 Intentionally omitted.

6.07 ESTIMATED ASSESSED VALUE. Developer estimates that upon completion, the equalized value of the first phase of the Development will be approximately $14,400,000.00.

The Village's financial consultant further estimated that an assessed value of $14,400,000.00 for the Development would generate tax increment of approximately $255,720.00 per year at the Village's current mill rate and would repay the Total TID Costs in eleven years. Developer agrees not to challenge any equalized assessed value of the Development of up to $14,400,000.00, from the date of completion of the first phase through the date on which the Village closes the TID, absent manifest error or mistake. If, however, the Village performs all of its obligations under this Agreement and the Development fails to achieve an equalized assessed value of $14,400,000.00 in any year commencing in 2025 and extending through the year in which the cumulative tax increment generated from the Development equals or exceeds the Total TID Costs, or if Developer successfully challenges and causes a reduction of the assessed value of the Development below that specified assessed value prior to repayment of the Total TID Costs, then Developer shall pay or cause to be paid to the Village an amount equal to the amount of the general property taxes that would have been due for the Development, multiplying the then current mill rate for the Property by $14,400,000.00, less the amount of taxes actually paid with respect to the Property (the "Differential Amount"), by way of the Village increasing the real estate tax bill amount in the same amount as the Differential Amount. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat.§ 66.0627. Developer's responsibility or obligation for any Differential Amount hereunder shall run with the land, and upon the conveyance of title to the Property or any parcel thereof, shall become the obligation and responsibility of any respective successor owner(s) of any conveyed parcel of the Property, and Developer shall be released from any further obligation therefor. Notwithstanding the foregoing, the Village shall reasonably consider any request from the Developer to release any parcel of the Property from liens and charges under this Section 6.07 to facilitate a sale, mortgage or other conveyance of any parcel of the Property, provided that the Village retains adequate lien and special charge rights to ensure full repayment of the Total TID Costs out of the increment remaining to be generated from the balance of the Property. The language of this Section 6.07 notwithstanding, the Developer, its successors and assigns, shall have no obligation for any deemed Differential Amount in the case where the equalized assessed value drops below $14,400,000.00 due to a Force Majeure or casualty event, if the assessed value for the balance of the Property is sufficient to repay the Total TID Costs out of increment remaining to be generated from the balance of the Property at the time of the subject Force Majeure or casualty event. In the event that Developer or any successor owner(s) becomes liable for and pays any Differential Amount(s) under this Section 6.07, the Village shall reimburse to the party paying such Differential Amount(s) to the extent that tax increment is generated from the Property in any year following the year in which the Total TID Costs are fully funded until the closure of the TID. In the event that the tax increment generated from the Property is inadequate to reimburse such Differential Amount payments, the Village is under no obligation to make such reimbursement. The Village agrees not to close the District so long as any obligations to Developer remain outstanding.

In the event that Wisconsin law changes with respect to the method of assessment for the property subject to general real estate taxes, the parties agree to negotiate in good faith as necessary to effectuate the purpose of this Article VI.

ARTICLE VII- GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee, or cause its contractor to guaranty in a form reasonably acceptable to the Village, all dedicated public improvements against defects due to faulty materials or workmanship that 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 relating to such defects that appear during the warranty period, as notified by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

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

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

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by

Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the Development on the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

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

(1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

(2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) the Village may at its own expense hire counsel or consultants to monitor the Claim;

(4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

(i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and

(ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed.

(6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year after issuance of permits for the public improvement work described in Article I above by the Village, subject to force majeure.

8.02 DEFAULT

(1) The occurrence of any one or more of the following events shall constitute a default by Developer:

(a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or

(b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an "order for relief' within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth herein to the contrary, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity, except as expressly set forth herein. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, cost and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

(6) In the event of a default by Developer with respect to its on-going maintenance requirements for Outlot 2 and the stormwater ponds, in addition to any other remedies available, the Village may undertake any necessary work and charge the cost of doing so against the Property by special assessment or a special charge under Wisconsin Statute.

(7) In the event of a default by Developer under Section 6.07 above, notwithstanding anything herein to the contrary, the Village's sole and exclusive remedy shall be to pursue payment and collection of Differential Amount(s) under such Section 6.07. In no event may the Village pursue any other remedy at law or in equity for any default under Section 6.07 above.

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

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

ARTICLE IX - Intentionally omitted

ARTICLE X - GENERAL PROVISIONS

10.01 APPROVAL TERMS. No tax-exempt use is authorized for the Development by the approvals granted by the Village.

10.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction, development, installation and funding of public improvements on and/or serving the Property and shall replace the Predevelopment Agreement. In the event of any conflict between this Agreement and the Predevelopment Agreement, the terms of this Agreement will control.

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

10.04 OWNERSHIP. Developer certifies and warrants to the Village that, upon commencement of construction of the Development, all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate shall be as follows: CQ WI 2021, LLC.

10.05 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that, upon commencement of construction of the Development, the undersigned shall have the authority to bind CQ WI 2021, LLC. as an agent of the same.

10.06 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.

10.07 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.

10.08 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.

10.09 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 XI - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's successors and assigns shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village, except that this Agreement may be assigned by Developer to (i) its lender pursuant to loan documents recorded against the Property, and (ii) an association created pursuant to covenants recorded against the Property. The Village expressly consents to affiliates or successors of Developer developing future phases of the Development.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this ___ day of _____ , 2021 which shall be the effective date of this Agreement.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

By: CQ WI 2021, LLC

By: Capstone Germantown LLC, its Co-managing Member

By: _____
Michael Faber, its: Manager

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally, came before me this __ day of _____ , 2021, the above-named, Michael Faber, Manager of Capstone Germantown LLC, as Co-Managing Member of CQ WI 2021, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Manager of said company and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated_____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this __ day of_____ , 2021, the above-named, Dean Wolter, Village President, and Deanna L Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

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

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

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

EXHIBIT "A"
(itemized list of public and private improvements required due to the Development)

EXHIBIT "A"

CAPSTONE 41 (Business Park Development)

N128W20943 Holy Hill Road

ITEM DESCRIPTION	BASIS			ESTIMATED AMOUNT	
Survey Monuments	1.02			$ 300.00	
Grading (Street: excav/backfill)	1.03 & 1.11			$ 284,300.00	
Asphalt Binder and Surface Course incl stone base	1.03			$ 168,531.00	
Asphalt Surface Course (incl in above)	1.03			$ -	
Curb & Gutter	1.04			$ 73,452.00	
Sidewalks/ Walk Paths (currently n/a)	1.05			$ -	
Sanitary Sewer Main and Storm piping	1.06			$ 345,631.00	
Water System (n/a)	1.07			$ -	
	1.08			$ -	
	1.09			$ -	
Street Lights (none currently contemplated)	1.1			$ -	
Street Signs (stop signs at both driveways)	1.08			$ 500.00	
Erosion Control (in grading)	1.11 & 2.04			$ -	
Storm Water Ponds (2) (incl excav/erosion matting etc)	1.12			$ 636,303.00	
Permanent Barricades	1.13			$ -	
SUB-TOTAL				$ 1,509,017.00	
DATA Conversion Fee (record drawings)	4.03			$ 1,000.00	*
Improvement Review Fee: ($S87,614.00))	4.03			$ 11,095.18	*
Professional Fee (Attorney)	4.05			$ 500.00	*
Inspection Fee (Estimate based on construction time)	4.05			$ 65,000.00	•
SUB-TOTAL				$ 77,595.18	*
[First Spec Building: "Capstone 41 One"]					
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE					
Sanitary Sewer (REC@ $4,192.00 / REC)	1	4.02	$ 4,192	$ 4,192.00	**
Water (REC@ $832 / REC)	1	4.02	$ 832	$ 832.00	••
Fire ($0.63549/$1000 building cost)	0.63549	4.02		$ 11,915.44	**
Police ($0.2809/$1000 building cost)	0.2809	4.02		$ 5,266.88	**
estimated building cost:		$ 18,750,000			
SUB-TOTAL: Impact & Connection Fees Estimate				$ 22,206.31	**
TOTAL (Letter of Credit Amount)				$ 1,509,017.00	
• Amount to be Paid at Time of Signing of Development Agreement				$ 77,595.18	
•• Amount to be Paid at Time of Building Permit Issuance				$ 22,206.31	

EXHIBIT "B"
(Village labor & equipment rates)

LABOR RATES – 2021

VILLAGE OF GERMANTOWN

	Annual Hourly Rates		
POSITION DESCRIPTION	**2019**	**2020**	**2021**
Director of Public Works	$78.54	$80.50	$82.51
Village Engineer	$66.17	$67.83	$69.53
Project Engineer	$57.00	$58.42	$59.88
Engineer Tech III / Land Surveyor	$50.00	$51.25	$52.53
Land Surveyor/Survey Crew w/Robot	$145.38	$145.02	$148.65
Highway Superintendent	$56.66	$58.07	$59.52
Zoning Administrator/Planner	$64.37	$65.98	$67.63
Civil Engineer	$42.20	$43.25	$44.33
Record Drawing Documentation Preparation	$50.19	$51.44	$52.73
Construction Inspection	$50.19	$51.44	$52.73
Highway Maintenance Worker I	$47.53	$48.72	$49.94
Highway Operators (Traffic Signals)	$55.19	$56.57	$57.98
Water Superintendent	$56.66	$58.07	$59.52
Waste Water Superintendent	$56.66	$58.07	$59.52
Utility Operator	$48.77	$49.99	$51.24
Clerical	$38.44	$39.41	$40.40

NOTE: 2021 rates reflect a 2.5% increase to the 2010 wages.

EQUIPMENT RATES -- 2021

VILLAGE OF GERMANTOWN

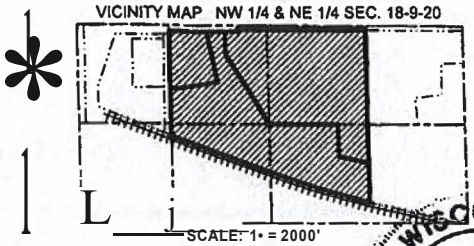
	Annual Hourly Rates		
EQUIPMENT DESCRIPTION	2019	2020	2021
Cruz-Air	$70.01	$72.11	$74.27
Case Backhoe & Loader	$41.33	$42.57	$43.85
Michigan Loader	$52.81	$54.40	$56.03
Case/John Deer Loader/Snow Plow	$89.55	$92.24	$95.01
Case/John Deer Loader/Snow Blower	$121.69	$125.34	$129.10
Single Axle Dump Truck (Syd)	$37.88	$39.02	$40.19
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	$60.84	$62.67	$64.55
Tandem Axle Dump Truck	$50.52	$52.03	$53.59
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	$74.62	$76.86	$79.17
Quad Axle Dump Truck	$87.55	$90.18	$92.89
1-Ton Patrol Truck (2-3 yd)	$28.71	$29.57	$30.46
1-Ton Truck w/Plow	$35.59	$36.66	$37.76
Truck w/Water Jetter w/Aux. Power Unit	$57.40	$59.12	$60.89
Aerial Lift Truck	$71.18	$73.32	$75.52
3500- Truck w/ Utility Box & Crane	$65.00	$65.00	$65.00
Pickup Truck	$22.39	$23.06	$23.75
Pickup Truck w/Plow	$32.15	$33.11	$34.10
Self Propelled Vibrating Roller	$43.62	$44.93	$46.28
Self Propelled Non-Vibratory Roller	$40.18	$41.38	$42.62
185 cfm Air Compressor (Portable)	$32.15	$33.11	$34.10
Street Sweeper 40 Hp w/Front Mounted Broom	$42.47	$43.75	$45.06
Vacuum Sweeper	$94.14	$96.96	$99.87
VacAll	$98.73	$101.69	$104.74
Sewer line Televising Truck	$133.17	$137.17	$141.29
Combination Sewer Machine (pipe jetter & vac)	$160.72	$165.54	$170.51
Mini Excavator	$56.28	$57.96	$59.70
Skid Steer Loader w/Bucket	$36.74	$37.84	$38.98
Skid Steer Loader w/Snow Blower/Broom	$40.18	$41.38	$42.62
20" Enclosed Trailer	$15.00	$15.00	$15.00
REX Valve Turner	$83.00	$83.00	$83.00
10' Utility Trailer	$12.00	$12.00	$12.00
Tar Kettle	$39.03	$40.20	$41.41
Motorized Mower (24" & Under)	$15.22	$15.68	$16.15
Motorized Mower (25"-47")	$21.24	$21.88	$22.54
Motorized Mower (48" & larger)	$24.68	$25.43	$26.19
Tractor w/Sickle or Flail Mower	$52.81	$54.50	$56.14
		$56.14	$57.82
		$57.82	$59.55

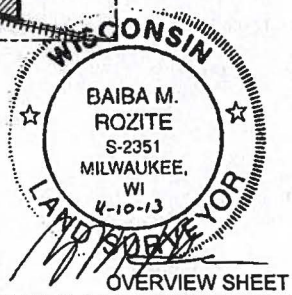
Chain Saw	$14.07	$14.50	$14.94
Hydraulic Saw	$14.07	$14.50	$14.94
Hydraulic Pruner	$14.07	$14.50	$14.94
Chipper	$45.92	$47.29	$48.71
Generator (225 Kw)	$65.43	$67.40	$69.42
Generator (Under 10 Kw)	$28.71	$29.57	$30.46
		$30.46	$31.37
Trailer Mounted Vacuum Excavator & Valve Turner	$96.43	$99.33	$102.31
6 " Pump/Hose	$35.59	$36.66	$37.76
4" Pump/Hose	$29.85	$30.75	$31.67
3" Pump/Hose	$24.68	$25.43	$26.19
Barricades----------DAILY COST	$3.44	$3.55	$3.66
Traffic Control Signs------DAILY COST	$1.73	$1.78	$1.83
NOTE: 2021 rates reflect a 3% increase of 2020 rates			

EXHIBIT "C"
(Certified Survey Map)

CERTIFIED SURVEY MAP NO._____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN



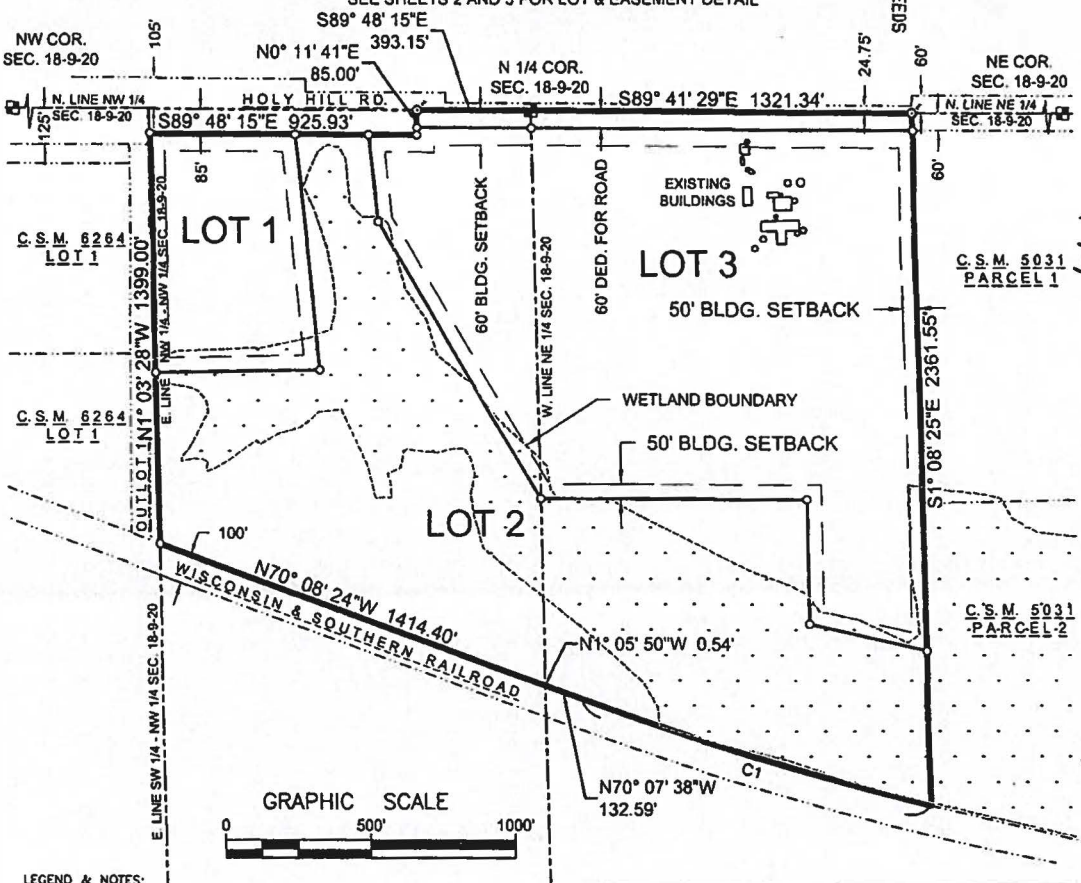


SUBPMPER:
THE CONSERVIITION FUNO
260 W, SEEBOTH ST.
MILWIIUKEE, WI 53204

OWNER:
MLG/RMS LIMITED PARTNERSHIP
c/o ANDY BRUCE, EXEC. VICE PRESIDENT
13400 BISHOPS LANE, SUITE 100
BROOKFIELD, WI 53005-6203

RECORDED April 29, 2013 11:00 AM SHARON A MARTIN, REGISTER OF DEEDS WASHINGTON COUNTY, WISCONSIN
Fee Amount: 25.00
Exemption: 77.25(2R)
1335168
111

OVERVIEW SHEET
SEE SHEETS 2 AND 3 FOR LOT & EASEMENT DETAIL



LEGEND & NOTES:

• INDICATES FOUND MONUMEHTATION. AS NOTED ON DRAWING, SEE SHEETS 2 ANO I.

0 INDICATES SET J/4• DIAM. REBAR, 18˚ LONG WEIGHING 1.50 LBS/UN. n.

d INDICATES P.K. NAil SET IN ASPHALT.

COORDINATES & BEARINGS RETERENCEO THE WISCONSIN STATE PLANE COORDINATE SYSTEA or SEC. ◆◆9◆◆- ':!9◆8-◆◆ :.' I/4

DISTANCES IIEASUREO TO IHE NEAREST O.OI'. ANGLES tAEASUREO TO THE NEAREST 01◂

Curve #	Length	Radius	Delta	Chord Direction	Chord lenglh
C1	1260.88	11409.69	5•19•54•	N73' 16' 02-W	1260.24

WETLAND BOUNDARY 01cmzEo FROtA SURVEY IIASEO ON DEUNEATION BY SEWRPC IN FALL ANO WINTER or 1997. A NEW WETLAND DELINEATION ANO SOIL BORINGS WILL SE REQUIRED PRIOR TO ANY NEW BUILDING CONSTRUCTION ON LOTS 1 OR 3 or THIS C(RTif'\EO SURIIEY MAP.

NO BUii.DiNGS SHALL BE BUILT ON LOT 2 or THIS CERTif'\ED SURIIEY MAP.

BUILDING SETII-'CI<S (AS OF 3-05-2013): FRONT/STREET YARD • 60' SIDE ANO REAR YARD • 50'

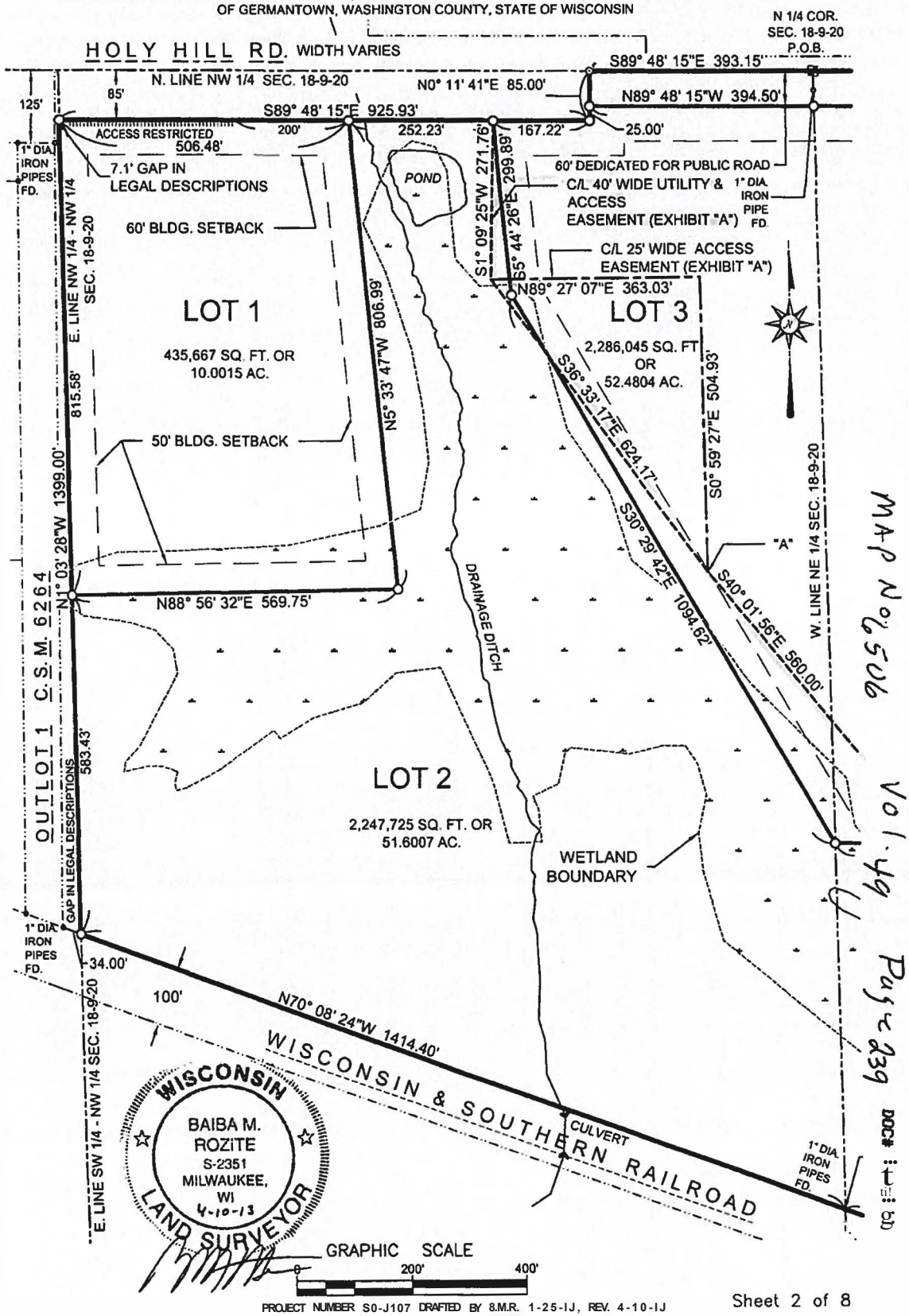
ACCESS TO HOLY HILL ROAD FROM LOT I IS RESTRICTED TO THE EAST 200' OF LOT I, SEE SHEET 2.

PROJECT NUMBER S0-Jt07 CRAFTED BY B.M.R. t-25-II, REV. 4-10-IJ

Map No. 6506 vol. 49 Page 238

CERTIFIED SURVEY MAP NO._____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

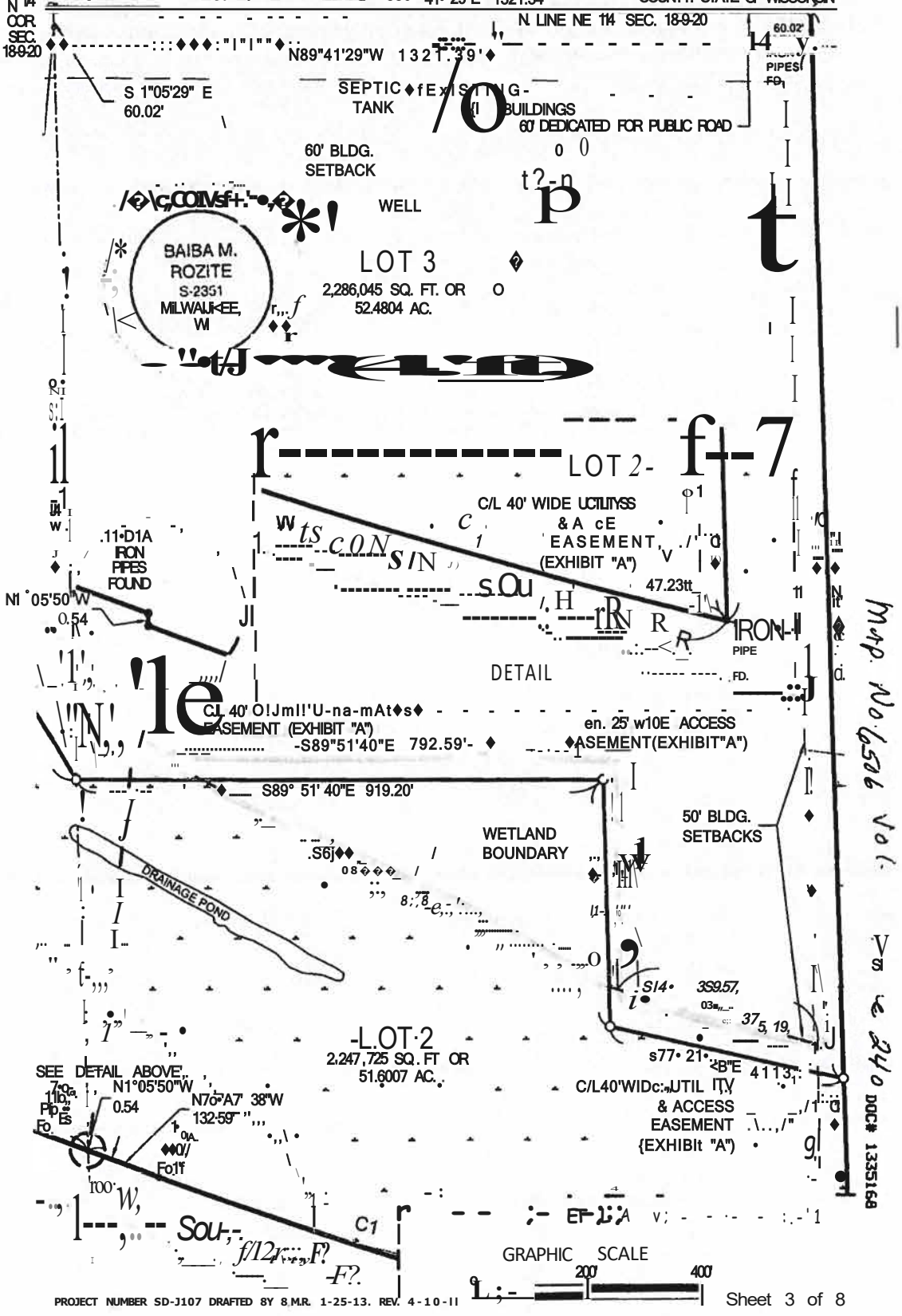


PROJECT NUMBER S0-J107 DRAFTED BY B.M.R. 1-25-IJ, REV. 4-10-IJ

MAP No. 506 Vol. 49 Page 239 DOC# 1111 bb

CERTIFIED SURVEY MAP NO. ==

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN



PROJECT NUMBER SD-J107 DRAFTED 8Y 8.M.R. 1-25-13. REV. 4-10-11

Map No. 6596 Vol. 45 Page 240 DOC# 1335168

CERTIFIED SURVEY MAP NO. ___

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
):SS
MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, a Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped that part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, State of Wisconsin bounded and described as follows:

Beginning at the North Quarter corner of said Section 18; Thence South 89°41'29" East, 1321.34 feet along the North line of said Northeast 1/4 section to the West line of Certified Survey Map No. 5031; Thence South 1"08'25" East, 2361.55 feet along said West line to the Northerly line of Wisconsin & Southern Railroad being on a 11409.69 foot radius curve to the right whose chord bears North 73°16'02" West, 1260.24 feet; Thence Northwesterly 1260.88 feet along the arc of said curve and said Northerly line; Thence North 70°07'38" West, 132.59 feet along said Northerly line; Thence North 1°05'50" West, 0.54 feet along said Northerly line; Thence North 70°08'24" West, 1414.40 feet along said Northerly line to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 18; Thence North 1°03'28" West, 1399.00 feet along the East lines of said Southwest 1/4 and the Northwest of the Northwest 1/4 all of said Section 18 to the South line of Holy Hill Road; Thence South 89°48'15" East, 925.93 feet along said South line; Thence North 0°11'41" East, 85.00 feet along said South line to the North line of the Northwest 1/4 of aforesaid Section 18; Thence South 89°48'15" East, 393.15 feet along said North line to the Point of Beginning.

Said parcel contains a total of 5,072,377 square feet, or 116.4457 acres of land, including the right-of-way dedication of 102,910 square feet, or 2.3625 acres, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.
THAT the map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.
THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapters 17 & 18 of the Village of Germantown Zoning and Land Division Ordinances in surveying, dividing and mapping the same.

-- 'lf,•/1g (SEAL)
e'aiba M. Rozite, Registered Wisconsin
Land Surveyor S-2351

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
LAND SURVEYOR

Map No. 6506 Vol. 49 Page 241 DOC# 1335168

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1000 W.C (and SW of
Milwaukee, WI 53101
Phone: 414.644.4200
Fax: 414-644-4110

CERTIFIED SURVEY MAP NO.

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

40' FOOT WIOE PUBLIC UTILITY EASEMENT
(for sanitary sewer and water main purposes)

MLG/RMS LIMITED PARTNERSHIP (hereinafter referred to as "Granter"), hereby declares and grants for the benefit of the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation (hereinafter referred to as "Grantee") a non-exclusive easement in perpetuity in the herein described real estate In the Vliiage of Germantown, Washington County, Wisconsin.

1. Grant of Easement. In consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Granters of the lands herein described do hereby grant unto the Grantee, a forty (40) foot wide non-exclusive easement for the construction, maintenance, repair and replacement of sanitary sewer and water main (herein after referred to as the "Easement") with the right permission and authority to enter upon, travel over and through, construct, install, inspect, test, operate, maintain, replace, and repair in accordance with all applicable laws and codes, utility facilities together with appurtenances thereto, in, through, under, across, and upon the tract of land designated as proposed lot 2 and 3, and more particularly described as follows (herein after referred to as the "Easement Area"):

That part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, State of Wisconsin, whose centerline is bounded and described as follows:

Commencing at the North Quarter corner of said Section 18; Thence South 1"05'29" East, 60.02 feet along the west line of said Northeast 1/4 section; Thence North 89.48'15" West, 394.50 feet; Thence South 0•11˚41" West, 25.00 feet to the South line of Holy Hlii Road; Thence North 89.48'15" West, 167.22 feet along said South line to the Point of Beginning of the centerline of a 40 foot wide easement, lying 20 feet on either side of said centerline; Thence South 1"09'25'West, 271.76 feet; Thence South 36.33'17" East, 624.17 feet; Thence South 40'01'56" East, 560.00 feet; Thence South 63'06'33" East, 878.81 feet; Thence South 74.36'03" East, 375.19 feet; Thence South 1•o6'26" East, 575.00 feet to the point of ending of said centerline.

Said parcel contains a total of 131,397 square feet, or 3.016 acres of land, more or less.

2. Construction and Maintenance. The right, permission and authority is also declared, reserved and granted to Grantee, to trim and/or cut down any trees, brush and/or vegetation located within the Easement Area where said trees, brush and/or vegetation interferes with travel for ingress and egress and work on and under the Easement Area, and the installation or maintenance of sanitary sewer or water main, or represents a hazard to such facilities.
Grantee, its successors and assigns, shall be allowed to install permitted facilities and appurtenances at such time and in such location within the Easement Area as it may deem necessary; and shall have the right to enter upon the Easement Area for the purpose of exercising its rights herein declared.
Grantee, Its successors and assigns, shall restore the Easement Area after construction, repair, maintenance or replacement of the sanitary sewer or water main, as nearly as is reasonably possible, to the condition existing prior to such work. The restoration, however, does not apply to any brush or trees, which may be removed at any time pursuant to the rights herein granted. Restoration of the surface of the ground shall Include the repair and/or restoration of any settlement occurring within one (1) year of the date of completion of construction, repair, maintenance or replacement.

3. limits on Use. Granter and Its successors and assigns, including future owners of the Property, further covenant and agree to restrict the use of the Easement Area as follows:

(a) The Easement Area may only be put to uses which are consistent with the easements herein granted such as lawn areas, parking lots, driveways and small and easily movable structures that wlll not Interfere with the use of the easement for construction, maintenance, repair, replacement of and access to the sanitary sewer or water main, or appurtenances installed pursuant hereto.

(bl No obstruction of access to facilities or appurtenances installed pursuant hereto shall be created In the future in the Easement Area and no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the Easement Area in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.

(cl The surface elevation of the Easement Area shall not be raised or lowered more than four (4) inches without prior written approval of the Grantor.

4. Indemnity. Grantee, Its successors and assigns, shall to the fullest extent permitted by law, indemnify and hold harmless any future owner of the Property and their tenants, agents, employees, guests, Invitees, successors, and assigns, from and against any and all claims, litigation, liability, loss, injury, damage, cost, and/or expense on account of injury to or death of any person or persons or damage to any property arising out of, caused, connected with, or attributed to this Easement, or the rights herein granted and will defend any suit or action brought against such party based on any such alleged injury, death, or damage l'.ld shall.Pt'{ all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom.

5. Severabillty. The provisions of this Easement are deemed severable, and if any one or more provision is deemed invalid, extinguished, or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

6. Binding Effect. This Easement and the rights and obligations contained herein shall run with the land and be binding upon any successor owners of any portion of the Property, as well as Granter and any successor owners of the Lot 2 and 3.

BAIBA M. ROZITE S-2351 MILWAUKEE. WI 11-,0.,1 AIL

MAP No. 6506 Vol. 4

DOC# 1335168

CERTIFIED SURVEY MAP NO.

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST. IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

25' FOOT WIDE ACCESS EASEMENT

MLG/RMS LIMITED PARTNERSHIP, (hereinafter referred to as "Grantor"), hereby declares and grants for the benefit of the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation (hereinafter referred to as "Grantee") a non-exclusive easement in perpetuity in the herein described real estate in the Village of Germantown, Washington County, Wisconsin.

1. Grant of Easement. In consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Granters of the lands herein described do hereby grant unto the Grantee, a twenty five (25) foot wide non-exclusive easement for the right, permission and authority to enter upon, travel over and through, across, and upon the tract of land designated as proposed Lot 2 and 3, and more particularly described as follows (herein after referred to as the "Access Easement"), for the purpose of ingress and egress by vehicles, equipment and personnel, to access the 40' wide public utility easement:

   That part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, State of Wisconsin, whose centerline is bounded and described as follows:

   Commencing at the North Quarter corner of said Section 18; Thence South 1"05'29" East, 60.02 feet along the West line of said Northeast 1/4 section; Thence North 89"48'15" West, 394.50 feet; Thence South 0"11'41" West, 25.00feet to the South line of Holy Hill Road; Thence North 89"48'15" West, 167.22 feet along said South line; Thence South 1"09'25'West, 271.76 feet to the Point of Beginning of the centerline of a 25 foot wide easement, lying 12.5 feet on either side of said centerline; Thence North 89"27'07" East, 363.03 feet; Thence South 0"59'27" East, 504,93 feet to the point of ending of said centerline, said point also to be known as Point "A."

   ALSO

   Commencing at the above-described Point "A"; Thence South 40"01'56" East, 560.00 feet to the Point of Beginning of the centerline of a 25 foot wide easement, lying 12.5 feet on either side of said centerline; Thence South 89"51'40" East, 792.59 feet; Thence South 0"53'51" East, 399.76 feet to the point of ending of said centerline.

   Said parcel contains a total of 48,382 square feet, or 1.111 acres of land, more or less.

2. Construction and Maintenance. The right, permission and authority is also declared reserved and granted to Grantee, to trim and/or cut down any trees, brush and/or vegetation located within the Access Easement where said trees, brush and/or vegetation interferes with travel for ingress and egress by vehicles, equipment, and personnel to access the 40'wide public utility easement.

   In exercise of rights granted under this Access Easement, if damages shall occur to the turf or grade, Grantee, its successors and assigns, shall restore the Easement Area as nearly as is reasonable possible, to the condition existing prior to damage, Restoration of the surface of the ground shall include the repair and/or restoration of any settlement occurring within one (1) year of the date of completion of construction, repair, maintenance or replacement.

3. limits on Use. Grantor and its successors and assigns, including future owners of the Property, further covenant and agree to restrict the use of the Access Easement as follows:

   (a) The Easement Area may only be put to uses which are consistent with the easements herein granted such as lawn areas, parking lots, and driveways that will not interfere with the use for such ingress and egress.

   (bl No obstruction of access to facilities or appurtenances installed pursuant hereto shall be created In the future in the Access Easement and no building, trees or other structures or items that may interfere with the ingress and egress and unfettered access to the 40' wide public utility easement shall be located within the space over and within the vertical planes located on both sides of the Access Easement.

   (c) The surface elevation of the Easement Area shall not be raised or lowered more than four (4) inches without prior written approval of the Grantor.

4. Indemnity. Grantee, its successors and assigns, shall to the fullest extent permitted by law, indemnify and hold harmless any future owner of the Property and their tenants, agents, employees, guests, invitees, successors, and assigns, from and against any and all claims, litigation, liability, loss, Injury, damage, cost, and/or expense on account of injury to or death of any person or persons or damage to any property arising out of, caused, connected with, or attributed to this Easement, or the rights herein granted and will defend any suit or action brought against such party based on any such alleged injury, death, or damage and shall pay all damages, costs and expenses, Including attorneys' fees connected therewith or resulting therefrom.

5. Severability. The provisions of this Access Easement are deemed severable, and if any one or more provision is deemed invalid, extinguished, or unenforceable for any reason, the remaining provisions shall remain In ful,t" !!:.atwl «

6, Binding Effect. This Access Easement and the rights and obligations contained herein shall run with the land and be binding upon any successor owners of any portion of the Property, as well as Grantor and any successor owners of the Lot 2 and 3,

BAIBA M. ROZITE S-2351 MILWAUKEE,

Map No. 6506 Vo :. 49 Page 243.

PROJECT NUMBER S0-3107 0RAnC0 BY 8.11R. 01-25-11, RIV. 4-10-11 "heet 6 of 8

CERTIFIED SURVEY MAP NO. ___

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 114 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

MLG/RMS LIMITED PARTNERSHIP, as owner, does hereby certify that said owner caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. MLG/RMS LIMITED PARTNERSHIP, as owner, does further certify that this map Is required bys. 236.10 or 236.12 to be submitted to the following for approval or objection: Village of Germantown

As Owner, I hereby dedicate that portion of HOLY HILL ROAD to the Village of Germantown for public road purposes as represented on Sheets 1-3 of 6 of this Certified Survey Map.

WITNESS the hand and seal of said owner this ♦ day of --♦ ,c.; 1 _____ ,20_II_.

By: MLG/RMS LIMITED PARTNERSHIP

By. Andrew C. Teske
ANDREW TESKE, ~~EXEC.~~ VICE PRESIDENT

STATE OF WISCONSIN)
:SS
WALi\'6♦0UNTY)

PERSONALLY came before me thi♦"J cay of Af'♦ L , 20J.!; ANDREW TESKE.♦. VICE PRESIDENT, to me known to be the person Who executed the foregoing instrument and acknowledged the same.

Signature Notary Public, State of Wisconsin

NANCY J. PFEIFER
Notary, printed name

My Commission Expires 10/.>-? U3

NOTARY PUBLIC NANCY J. PFEIFER STATE OF WISCONSIN

WISCONSIN BAIBA M. ROZITE S-2351 MILWAUKEE, WI 4-10-13 LAND SURVEYOR

Map No. 6506

Page 1

DOC# 1335168

Li!!i!'L'4?tUP
---UffiGIN9to""-com
1300WutC..:nat$treet
NJ1'11RN, WI S1111
Phone: 41·'4J-,UOO
fH: 414-64H210

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF 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 11th day of April, 20.13

Dean Wolter, Chairman — Date 4-19-13 — Laura Johnson, Secretary — Date 4-19-13

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE OF NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 18, TOWN 9 NORTH, RANGE 20 EAST, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same and the dedication of that part of Holy Hill Road for public road purposes as shown on Sheets 1-3 of 6 is hereby accepted by the Village Board of Trustees of the Village of Germantown

on this 15th day of April, 20.13

Dean Wolter, Village President — Date — Barbara K. D. Goeckner, Village Clerk — Date 4/22/13

MAP No. 6506 Vol. 49 Page 245 DOC# 1335168

WISCONSIN
BAIBA M. ROZITE
S-2351
MILWAUKEE, WI
4-10-13
LAND SURVEYOR

THE SIGMA GROUP
Single Source. Sound Solutions.
WWW.M11gmegDIP.COM
1100 West Cl111 SOU1
MillWiukH, WI 53231
♦ : 4U-64J-4200
,ax: 414-643-4:110

RESOLUTION 46-2021

ELECTION OFFICIAL INSPECTOR LIST

WHEREAS, December 31, 2021 will mark the end of the current term of Election Inspectors. The Village Board is required to appoint Election Inspectors for the next two years, term 2022 – 2023. This includes inspectors as nominated by political parties; and,

WHEREAS, the attached list includes Election Inspector Officials that are affiliated as nominated by a party and individuals that are unaffiliated with a party; and,

NOW, THEREFORE, BE IT RESOLVED that the Village Board does HEREBY approve the attached list of Election Inspector Officials for the 2022 – 2023 term.

Introduced by: _____

Adopted: December 20, 2021

Vote: Ayes: _____ Nays: _____

_____
Dean M. Wolter, Village President

ATTEST:

_____
Deanna Braunschweig, WCMC/CMC
Village Clerk / Treasurer

LIST OF POLL WORKERS FOR THE 2022-2023 TERM

Name	Last Name	Party
Norine	Janzen (Chief)	Democrat
Archie	Reeder (Chief)	Democrat
Christopher	Yatchak (Chief)	Democrat
Darlene	Vosen (Chief)	Republican
Shirley	Ehlert (Chief)	Unafflilated
Joy	Gettelman (Chief)	Unafflilated
Randall	Guse (Chief)	Unafflilated
David	Rampson (Chief)	Unafflilated
Nicole (Nicci)	Rampson (Chief)	Unafflilated
Julie	Stroik (Chief)	Unafflilated
Kristen	Barr	Democrat
Elizabeth	Berkowitz	Democrat
Charlene	Brady	Democrat
Dale	Doerflinger	Democrat
Phyllis	Doherty	Democrat
Anastasia	Dolk	Democrat
Monica	Fedel	Democrat
Lisa M	Gilmore	Democrat
Janis	Johnson	Democrat
John	Krause Sr.	Democrat
Aurelio R	Mesa	Democrat
John	Pie	Democrat
Sandra	Pie	Democrat
William	Schuster	Democrat
Keridak	Silk	Democrat
Gerald	Skomski	Democrat
Matthew	Surdel	Democrat
Gail	Dauss	Republican
Linda	DelPointe	Republican
Patrick	Doke	Republican
Michael	Fisher	Republican
Maureen	Fitzpatrick	Republican
Nancy	Fix	Republican
Elisabeth	Gitlewski	Republican
Jerry	Gitlewski	Republican
Elizabeth	Green	Republican
Steven	Green	Republican
Patricia (Gail)	Greenisen	Republican
Russell (Wade)	Greenisen	Republican
Linda	Gurath	Republican
Laura	Honesh	Republican
Nathan	Jobe	Republican
Mike	Kennlance	Republican

Lois	Krueger-Gundrum	Republican
Sarah	Larson	Republican
Kristine	Meinhard	Republican
Carroll	Merry	Republican
Jean	Merry	Republican
William	Neuruether	Republican
Vicky	Ostry	Republican
Jean	Payne	Republican
Alyssa	Pollow	Republican
Michael	Rodriguez	Republican
Holly	Roskopf	Republican
Jodi	Schulteis	Republican
Kathleen	Sitzberger	Republican
Pamela	Smith	Republican
Lynn	Smitsdorff	Republican
Charles	Stresing	Republican
Mary Jo	Thompson	Republican
Bob	Williams	Republican
Brittany	Altendorf	Unafflilated
Georgianne	Astin	Unafflilated
David	Ball	Unafflilated
Holly	Blaubach	Unafflilated
Mark	Brandau	Unafflilated
Linda	Britton	Unafflilated
Margaret	Cutts	Unafflilated
David	Daniels	Unafflilated
Patricia	Daniels	Unafflilated
Joy	DeBord	Unafflilated
Sandy	Dobrogowski	Unafflilated
Jean	Drumm	Unafflilated
Paulette	Eck	Unafflilated
Paul	Fecke	Unafflilated
Joanne (Jody)	Fenske	Unafflilated
Susan	FOLEY	Unafflilated
Eileen	Ganiere	Unafflilated
Terry	Garringer	Unafflilated
Marion	Gehl	Unafflilated
Mary	Guerin	Unafflilated
Susan	Hafert	Unafflilated
Elizabeth	Harebo	Unafflilated
Carol	Hein	Unafflilated
Barbara	Hoffmeier	Unafflilated
Sue	Ishihara	Unafflilated
Linda	Jackson	Unafflilated
Loni	Jaeger	Unafflilated
Diane (Dee Dee)	Johnson	Unafflilated
Ruth	Johnson	Unafflilated

Joletta	Kerpan	Unafflilated
Dennis	Kloth	Unafflilated
Susan	Krueger	Unafflilated
Sharon	Leuders	Unafflilated
Brian	Merkel	Unafflilated
Scott	Metcalf	Unafflilated
Kris	Murray	Unafflilated
Donna	Neu	Unafflilated
Maryann	Nordman	Unafflilated
Janice	Oberg	Unafflilated
Catherine	Osborne	Unafflilated
Judy	Osteimeyer	Unafflilated
Gail	Prinslow	Unafflilated
Peggy	Reeder	Unafflilated
Dianne	Retzlaff	Unafflilated
Judith (Judy)	Rogers	Unafflilated
Susan	Schiter	Unafflilated
Frederick	Schmelzer	Unafflilated
Marilyn	Schmitt	Unafflilated
Michael	Schmitt	Unafflilated
Ingolf (Sam)	Schneider	Unafflilated
Denise	Seegert	Unafflilated
John	Sobczak	Unafflilated
Harriet	Sporaa	Unafflilated
Patti	Stauss	Unafflilated
Gary	Stroik	Unafflilated
Susan	Tatlovich	Unafflilated
Clara	Theine	Unafflilated
Kim	Tonnessen	Unafflilated
Robert	Truitt	Unafflilated
Phyllis	Zolandz	Unafflilated