

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, MARCH 7, 2022 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 #: 2559 421 9179 Password: d6wCuh4rPe4 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=me908d0308585aba3e91fb5232e04420e>

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, March 7.

VII. CONSENT AGENDA:

- A. Approval of Minutes February 21, 2022, Meeting.
- B. Accounts payable/payroll:
 - 1. February 25, 2022 Accounts Payable \$ 269,213.69
 - 2. March 1, 2022 Payroll \$ 228,239.70
 - 3. March 4, 2022 Payroll – Election \$ 9,060.85

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

- C. Resolution 10-2022, Professional Firefighters International Association of Firefighters Local 4854, AFL-CIO, CLC Union Collective Bargaining Agreement.
- D. Resolution 11-2022, Budget Carry Overs.

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

- E. Contract with Property Solutions Contracting for the spring 2022 tree planting, in an amount not to exceed \$18,120.
- F. Parks Tractor Loader Purchase Kubota LX from John P Lochen in an amount not to exceed 42,950.
- G. 2022 Labor and equipment rates.
- H. Payment to the WI DOT in an amount not to exceed \$61,511.70 for the construction of round-About at the intersection of STH 145 and Donges Bay Road.

VIII. UNFINISHED BUSINESS

- A. Village Board 2022 Goals.
- B. Resolution 12-2022, Allocation of American Rescue Plan Funding.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Temporary Class B Beer and Wine License –Deutschstadt Heritage Foundation, Mai Fest Celebration, N112W16240 Mequon Road, Market Place Parking Lot, May 20-22, 2022, May 20, Noon to 1 AM; May 21, 11 AM to 1 AM; May 22 11 AM to 8 PM.
- 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 March 7, 2022 and ending June 30, 2022: Matteo's, W156N11058 Pilgrim Road, Karla M Cortes. Premise description includes bar area, main dining area, and during summer outdoor patio area.

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.
- C. Police Department Restructuring of Lieutenant Position with Sergeant.

- D. Ordinance 01 –2022, 2020 Land Use Plan Map Amendment from Agricultural/Conservation Residential to Industrial/Office, Ordinance 02–2022, Rezoning from B-5:Highway Business to M-1: Limited Industrial District and 2 lot Certified Survey Map (CSM) for Grant Moore, Agent for Moore Designs Inc. & MD Development LLC, property owner of W193 N10980 Kleinmann Drive and Christopher West, agent for Pace Property Management LLC, property owner of N112 W19225 Mequon Road.
- E. Germantown Historical Society Dheinsville Park Lease Agreement.
- F. Department of Public Works Building Tax Increment District (TID) Feasibility Study.
- G. Presentation of Holy Hill Reconstruction and Award Contract for Holy Hill Reconstruction Project.
- H. Village of Richfield Potential Water / Sewer Agreement. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- I. Vacation Separation Payout. 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.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, March 21, 2022, at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
FEBRUARY 21, 2022**

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, Pieper, and Neureuther. Trustees J. Miller attended via Webex. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Retzlaff, Manager Hirn, Manager Uselding.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No report.

**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:

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

None.

CONSENT AGENDA:

- A. Approval of Minutes February 7, 2022 Meeting.
- B. Accounts payable/payroll:
 - 1. January 9, 2022 Payroll \$ 240,824.42
 - 2. January 13, 2022 Tax Refunds \$ 154,558.94
 - 3. January 20, 2022 Tax Refunds \$ 22,172.11
 - 4. January 21, 2022 Accounts Payable \$ 5,924.67
 - 5. January 28, 2022 Accounts Payable \$ 111,973.90
 - 6. January 29, 2022 Accounts Payable \$ 336,601.56
 - 7. February 1, 2022 Payroll \$ 255,965.59
 - 8. February 2, 2022 Accounts Payable \$ 3,075.81
 - 9. February 4, 2022 Accounts Payable \$ 282,382.98
 - 10. February 5, 2022 Accounts Payable \$ 10,688.31

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

- C. Capital Data – Back Up Architecture.

Motion (Myers/R. Miller) to approve consent agenda items, A-C. Roll Call Vote carried unanimously.

UNFINISHED BUSINESS:

- A. America Rescue Plan - Presentation.

Budget Manager Uselding came to the podium to give an update on the America Rescue Plan. He gave history and timeline. The first funds were deposited in June of 2021.

Social media and the website contained information on how residents could recommend how to use the funds. The eligible costs are to be obligated by December of 2024 and expended by December of 2026.

A community listening session was held. Feedback included Library upgrades, Water and Sewer Upgrades, Trail Development, and Public Safety Upgrades.

Focusing on different packages / options for public safety, cultural library expansion, trail development, Business and Economic Development, Personnel, Technology, and Infrastructure.

Discussion ensued of funding items as one-time expenses or projects. Discussion ensued of that the Village does not fall in the demographics for land acquisition. The funds could be used for the new public works facility.

This item will come back in March with a set of recommendations. This will be prepared with options for the Village Board.

PUBLIC HEARING:

A. None.

NEW BUSINESS:

A. Germantown Junior Warhawks Facility Usage Agreement.

Motion (Myers/Kaminski) to approve Germantown Junior Warhawks Facility Usage Agreement. Discussion of the condition of the fields and addition to the fields. Motion carried unanimously.

B. Resolution 09-2022, Establishing 2022 Weights and Measures Device Fee Schedule.

Motion (Myers/R. Miller) to approve Resolution 09-2022, Establishing 2022 Weights and Measures Device Fee Schedule. Motion carried unanimously.

C. Baker Tilly Engagement Agreement for Fiscal Year 2021 -2023 Financial Audit Services

Motion (Myers/R. Miller) to approve Baker Tilly Engagement Agreement for Fiscal Year 2021 - 2023 Financial Audit Services. Motion carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 7:28 p.m.

The next regular meeting of the Village Board will be on Monday, March 7, 2022, at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 10-2022

**GERMANTOWN PROFESSIONAL FIREFIGHTERS INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS LOCAL 4854, AFL-CIO, CLC
UNION COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Village of Germantown Support Services Manager and Fire Chief have been in negotiation with the Germantown Professional Firefighters International Association of Firefighters Local 4854, AFL-CIO, CLC Union and have come an agreement as attached for the terms of January 1, 2022 – December 31, 2024; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Germantown Professional Firefighters International Association of Firefighters Local 4854, AFL-CIO, CLC Union Collective Bargaining Agreement as attached for the terms of January 1, 2022 – December 31, 2024.

Adopted: _____

Vote:

Ayes: _____

Nays: _____

Dean M. Wolter, Village President ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**COMPREHENSIVE PACKAGE COUNTER PROPOSAL
OF THE VILLAGE OF GERMANTOWN TO
GERMANTOWN PROFESSIONAL FIREFIGHTERS INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, LOCAL 4854, AFL-CIO,CLC
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

1. **Term.** January 1, 2022 – December 31, 2024

2. **ARTICLE IX – HOLIDAYS**

Add: Section 9.1 “For employees working a 24-hour shift schedule, the employee shall have 2 options for Holiday reimbursement which are as follows,

The employee will be given 134 hours of additional vacation time. This shall be added to the employee’s vacation bank during the first full pay period of the year. If the employee does not utilize the time off by the end of the calendar year the remainder shall be paid as follows. The employee receives time and one half (1-1/2) their regular rate of pay for work performed (or using earned time off ex. Comp, Vacation, Sick etc.) on, the day before, or the day after the holiday. Up to one hundred and thirty-four (134) hours. If an employee separates with the department for any reason during the year the Employer may prorate how many hours the employee should receive.”

3. **ARTICLE X -VACATIONS**

Changer: Section 10.4 – Scheduling Changing dates for scheduling vacation from January to November and schedule post dates from February to December. As well as change the date when vacation requestion become first-come first serve from February to December.

Change: Seniority to first full-time shift date.

Replace:

Section 10.5-No Accumulation: Vacation for an employee shall not be cumulative from calendar year to calendar year unless permission is received from the Village Administrator.

Section 10.5-Accumulation: Vacation for an employee shall be cumulative from calendar year to calendar year, never exceeding 48 hours over from year to year, unless permission is received from the Village Administrator. Any time carried over from the previous calendar year must be prior to July 1st; all remaining vacation time shall be paid out to the employee the pay period following July 1st.

4. **ARTICLE XI-SICK AND EMERGENCY LEAVE**

Add: Section 11.2 “of 1500 hours” to clarify maximum amount of accumulated sick time.

Replace: Current additional vacation chart to conversion below.

Hour Week/24 Hour Shift	50 Hour Week/24 Hour Shift
120/139.2 hours accumulated	50/58 hours vacation
90-11-/104.4-139.1 hour accumulated	40/46.4 hours vacation
70--89 / 81.2-104.3 hours accumulated	30 / 34.8 hours vacation
50--69 /58-81.1 hours accumulated	20 / 23.2 hours vacation
30--49 / 34.8-57.9 hours accumulated	10 /11.6 hours vacation
0--29 / 0-34.7 hours accumulated	0 hours vacation

24-hour schedule		50-hour work week	
Accumulated Sick Time (hrs.)	Additional Vacation (hrs.)	Accumulated Sick Time (hrs.)	Additional Vacation (hrs.)
0-36	0	0-30	0
37-60	12	31-49	12
61-84	24	50-69	24
85-108	36	70-89	36
109-132	48	90-119	48
132 +	60	119 +	60

5. ARTICLE XII-INSURANCE

Include: **Section 12.1** “Employees shall pay twelve percent (12%) of the monthly premium of the plan he/she chooses as long as Silver Status has been achieved in the Village’s Wellness program by October 15th. If status has not been reached, the premium will increase to 25%. Should the Village no longer offer Go365 as the Village’s Wellness program, or should Go365 no longer have Silver Status, the employees monthly premium share shall return to and remain at twelve percent (12%) of the plan he/she chooses.”

6. ARTICLE XIV – SENIORITY CLAUSE

Remove **Section 14.3:** “Choice of vacations and furloughs shall be by seniority, consistent with the efficient operation of the Department, as determined by the Chief or the Chiefs representative. See section 10.4”

Include **Section 14.4** “Each Full-time employee shall have two (2) dates listed, the date of POC/POP hiring as well as their first full-time shift date.”

7. ARTICLE XVI – UNIFORMS

Remove: **Section 16.1** “Following completion of probation, regular full time Firefighters shall receive one Class “A” Uniform consisting of a Dress Jacket, Dress Pants, Dress

Cap, Black Tie, Emblems and Uniform Rank Insignias. *Due to monies allocation for COVID expenses, purchase of Class "A" uniform is suspended until the next contract.*"

"Receive one short sleeve shirts with appropriate patches, one long sleeve shirt with appropriate patches". "In 2021, there will be a one time uniform increase for EMT personnel of an extra \$150 for uniform needs. Uniforms shall only be purchased from an approved vendor. The Association and Chief will establish a list of approved vendors. This section does not include protective bunker gear which shall be provided by the Village."

Include: **Section 16.1** "After successfully completing one (1) full year of employment Paid on Premise Firefighters will receive on short sleeve shirt with appropriate patches, and one long sleeve shirt with appropriate patches."

Change: **Section 16.1** "Full-time firefighters shall receive \$500.00 annually. The payments will be split with \$250 to be paid on January 1st of each year and \$250 to be paid on July 1st of each year.

8. **ARTICLE XXIV- PAID ON PREMISE**

Remove: **Section 24.1** "The POP employees are the first preference to fill vacation or compensatory time spots vacated by a full-time employee with the minimum requirements of FF/EMT-B."

Remove: **Section 24.2** "The Employer agrees to make every effort to post all Village of Germantown job opportunities at the fire station. This section is not subject to the grievance and arbitration article of this agreement. The Employer agrees to post all open Germantown Fire Department bargaining unit positions including officer positions, and necessary qualification, prior to hiring. Furthermore, the Chief agrees to appoint to all open positions from current employees of the department prior to hiring from outside the department provided the qualification are met.

Add: **Section 24.3** "The Village shall only contribute to those members who have greater than 48 hours per year."

9. **Wages.** Across the board change as follows:

January 1, 2022	3.5%
January 1, 2023	3.5%
January 1, 2024	3.5%

APPENDIX A

The Village reserves its rights to modify, amend, delete or add to its proposals at any time and for any reason during negotiations. All tentative agreements, if any are reached, remain subject to review by legal counsel, acceptance of the collective bargaining agreement as a whole by the Village Board and correction of any errors or omissions.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 11-2022

**2021 BUDGET CARRY-OVERS, APPROVING AMENDMENTS TO THE 2021
BUDGET CAPITAL ACCOUNT AND GENERAL FUND CARRY OVER**

WHEREAS, THE Village Board of the Village of Germantown approved the appropriation of funds for operations for the year 2021; and,

WHEREAS, funds for various Capital Projects and General Fund expenditures were included in the 2021 Budget and have not been fully expensed; and,

WHEREAS, several projects are still ongoing, or will have its excess funds attributed to another capital project, as detailed in the attached listing, totaling \$217,200 for General Fund and \$395,749 for Capital Fund 40; and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown does hereby approve that the 2022 Budget be amended according to the attached list, and,

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to publish a copy of this Resolution as a Class I Notice in accordance with Section 65.90 (a) Wisconsin Statutes.

General Fund			
Department	Account	Amount	Rationale/Project
Highway	10-542-530-3530	\$67,900	Historically, unused funds were carried as a safety for salt purchase. This is for 2020 and 2021 combined that remained.
	10-542-530-3505	\$110,000	Remainder of 2021 sealcoating yet to be finished by Engineering in spring 2022.
	10-542-570-8100	\$12,000	Carry 12K for trailer on order, yet to be delivered.
Parks	10-553-570-8100	\$15,000	Splashpad deck resurface (2020)
Senior Center	10-554-530-3800	\$1,800	Host a fund raiser dinner and comedy show at the Senior Center that wasn't initially budgeted for 2022.
Parks & Recreation	10-552-530-3800	\$10,000	Rec Trac system hosted by Vermont Systems
Community Development	10-524-530-5400	\$500	Repair/replace the computer & cash receipt system
	<u>TOTAL</u>	<u>\$217,200</u>	

Capital Fund			
Department	Account	Amount	Rationale/Project
Highway	40-542-570-8520	\$46,000	Second half payment to Burke Truck for 2021 single axle
	40-542-570-8850	\$229,749	Mequon Road Lighting
Parks	40-553-570-8310	\$60,000	Asphalt Sealcoating GSB 88 treatment – Friedenfeld Park
	40-553-570-8520	\$45,000	Parks pick-up truck
Parks& Recreation	40-552-570-8420	\$15,000	Kinderberg Splashpad feasibility study
	<u>TOTAL</u>	<u>\$395,749</u>	

Introduced by: _____

Adopted: March 7, 2022

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk / Treasurer

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

MEETING DATE: Tuesday March 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: 2022 Spring Tree Planting

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

SUMMARY EXPLANATION:

Each year trees around the village are removed for various reasons which include vehicle damage, storm damage and disease. The village currently has 550 “vacant” planting sites within known areas on our GIS layer. As part of the 2022 budget, tree planting is planned into the general fund street tree maintenance line item. While it would be cost prohibitive to replace every tree at one time, staff works to maintain the urban tree canopy by planting a portion of these vacant sites annually. Trees provide significant value to our community, but the most prevalent would be the aesthetic value that can be seen as you travel our roadways and walk in our parks. This year’s project will replace 61 trees in various areas around the village. The project areas include: along roadways, around village buildings and in the park system. Staff has solicited pricing from area contractors and the results are listed below. If the street tree maintenance account trends well throughout the year, we could look to complete a smaller fall tree planting contract if the conditions are favorable.

Property Solutions Contracting:	\$18,120.00
Century Landscape:	\$29,019.00
Wendland Nursery:	\$31,304.00
Johnson’s Nursery:	\$32,284.05

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Staff recommends using Property Solutions Contracting to complete the spring 2022 tree planting project in an amount not to exceed: \$18,120.00. If approved, funds shall be allocated from the non-borrowed street tree maintenance account: 10-553-530-5290.

COMMITTEE ACTION:

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

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

MEETING DATE: Tuesday, March 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: Parks Tractor Loader Purchase

SUBMITTED BY: Scott Anderson: Highways, Parks, Buildings & Grounds Superintendent

SUMMARY EXPLANATION:

As part of the 2022 Parks Department capital budget, \$45,000.00 was added for the replacement of a small tractor loader used for various parks and building projects. The loader currently owned by the village is being replaced because it's beyond its useful service life. In addition to performing the current duties, the new loader will bring added possibilities for use in other applications around the village and will improve the overall efficiency of our operations. Staff solicited pricing from three area vendors and the results are listed below.

John P. Lochen Company: \$42,950.00

Service Motor Company: \$43,593.00

Bill's Power Center: \$45,084.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

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RECOMMENDATION:

Staff recommends the purchase of a Kubota LX series tractor loader from John P. Lochen Company in an amount not to exceed \$42,950.00. If approved, funding shall be allocated from Parks Department capital account: 40-553-570-8530.

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

March 1, 2022

MEETING DATE:

New Business

AGENDA ITEM:

Village Labor & Equipment Rates - 2022

ITEM TITLE:

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

SUBMITTED BY:

SUMMARY EXPLANATION:

As the Village may be requested for personnel or equipment to assist in a project, staff typically prepares a list of rates to be charged for labor and equipment. For 2022 staff is recommending a 3.5% rate increase for labor and a 3% rate increase for equipment.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER X

Proposed Labor and Equipment Rates for 2022.

RECOMMENDATION:

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

COMMITTEE ACTION:

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

LABOR RATES -- 2022

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2020	2021	2021
Director of Public Works	\$80.50	\$82.51	\$85.40
Village Engineer	\$67.83	\$69.53	\$71.96
Project Engineer	\$58.42	\$58.88	\$60.94
Engineer Tech III / land Surveyor	\$51.25	\$52.53	\$54.37
land Surveyor/Survey_Crew w/Robo!	\$145.02	\$148.65	\$153.85
Highway Superintendent	\$58.07	\$59.52	\$61.60
Zoning Administrator/Planner	\$65.98	\$67.63	\$70.00
Civil Engineer	\$43.25	\$44.33	\$45.88
Record Drawing Documentation Preparation	\$51.44	\$52.73	\$54.58
Construction Inspection	\$51.44	\$52.73	\$54.58
Highway Maintenance Worker II	\$48.72	\$49.94	\$51.69
Highway Operators (Traffic Signals)	\$56.57	\$57.98	\$60.01
Water Superintendent	\$58.07	\$59.52	\$61.60
Waste Water Superintendent	\$58.07	\$59.53	\$61.61
Utility Operator	\$49.99	\$51.24	\$53.03
Clerical	\$39.41	\$40.40	\$41.81

NOTE: 2022 rates reflect a 3.5% increase due to the 2021 wages and health insurance.

EQUIPMENT RATES – 2022

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2020	2021	2022
Cruz-Afr	\$72.11	\$74.27	\$76.50
Case Backhoe & Loader	\$42.51	\$43.85	\$45.17
Michigan Loader	\$54.40	\$56.03	\$57.71
Case/John Deer Loader/Snow Plow	\$92.24	\$95.01	\$97.86
Case/John Deer Loader/Snow Blower	\$125.34	\$129.10	\$132.97
Single Axle Dump Truck (5yd)	\$39.02	\$40.19	\$41.40
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$62.67	\$64.55	\$66.49
Tandem Axle Dump Truck	\$52.03	\$53.59	\$55.20
Tandem Axle Dump Truck w/Plow/ Aux. Wing/Sander	\$76.86	\$79.17	\$81.55
Quad Axle Dump Truck	\$90.18	\$92.89	\$95.68
1-Ton Patrol Truck (2-3 yd)	\$29.57	\$30.46	\$31.37
1-Ton Truck w/Plow	\$36.66	\$37.76	\$38.89
Truck w/Water Jetter w/Aux. Power Unit	\$91.21	\$60.89	\$62.72
Aerial Lift Truck	\$73.32	\$75.52	\$77.79
3500- Truck w/ Utility Box & Crane	\$65.00	\$65.00	\$65.00
Pickup Truck	\$23.06	\$23.75	\$24.46
Pickup Truck w/Plow	\$33.11	\$34.10	\$35.12
Self Propelled Vibrating Roller	\$44.93	\$46.28	\$47.67
Self Propelled Non-Vibratory Roller	\$44.93	\$42.62	\$43.90
185 cfm Air Compressor (Portable)	\$33.11	\$34.10	\$35.12
Street Sweeper 40 Hp w/Front Mounted Broom	\$43.75	\$45.06	\$46.41
Vacuum Sweeper	\$96.95	\$99.87	\$102.87
VacAll	\$101.69	\$104.74	\$107.88
Sewer line Televising Truck	\$137.17	\$141.29	\$145.53
Combination Sewer Machine (pipe jetter & vac)	\$165.54	\$170.51	\$175.63
Mini Excavator	\$57.96	\$59.70	\$61.49
Skid Steer Loader w/Bucket	\$38.84	\$38.98	\$40.15
Skid Steer Loader w/Snow Blower/Broom	\$42.62	\$42.62	\$43.90
20" Enclosed Trailer	\$15.00	\$15.45	\$15.91
REX Valve Turner	\$83.00	\$85.49	\$88.05
10' Utility Trailer	\$12.00	\$12.36	\$12.73
Tar Kettle	\$40.20	\$41.41	\$42.65
Motorized Mower (24" & Under)	\$15.68	\$16.15	\$16.63
Motorized Mower (25"-47")	\$21.88	\$22.54	\$23.22
Motorized Mower (48" & larger)	\$25.43	\$26.19	\$26.98
Tractor w/Sickle or Flail Mower	\$54.50	\$56.14	\$57.82

Chain Saw	\$14.50j	\$14.94	\$15.39
Hydraulic Saw	\$14.50j	\$14.94	\$15.39
Hydraulic Pruner	4.50i	\$14.94	\$15.39
Chipper	\$47.29r	\$48.71	\$50.17
Generator (225)	\$67.40j	\$69.42	\$71.50
Generator (Under 10 Kw)	\$29.57	\$30.46	\$31.37
Trailer Mounted Vacuum Excavator & Valve Turner	\$99.33i	\$102.31	\$105.38
6" Pump/Hose	\$36.66[-	\$37.76	\$38.89
4" Pump/Hose	\$30.75[-	31.67	\$32.62
3" Pump/Hose	\$25.43[-	\$26.19	\$26.98
Barricades-----OAILY COST	\$3.55i	\$3.66	\$3.77
Traffic Control Signs-----OAILY COST	-\$1.78i	\$1.83	\$1.88
NOTE: 2022 rates reflect a 3% increase of 2021 rates			

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

MEETING DATE: March 1, 2022

AGENDA ITEM: New Business

ITEM TITLE: Payment to Wisconsin Department of Transportation

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

SUMMARY EXPLANATION:

The WIDOT Project was the construction of a Round-About at the intersection of STH 145 (Fond du Lac Ave) and Donges Bay Rd.

The project was designed and managed by the WIDOT and it included a Village of Germantown paid portion to extend sanitary sewer and water main to a point past the road project limits. This was a 2017-year project. The Village made partial payments, as is customary, for a construction project but on a WIDOT project the WIDOT typically can take 1-2 years to calculate final quantities and associated cost of work completed to close-out a project. The engineering department had received this invoice previously but with staff turnover and reduced staff this invoice was temporarily mis-placed. With further investigative time it was found that the amount on the invoice was the closeout determinations made by the WIDOT for the actual work completed billable to the Village of Germantown.

Work that was invoiced to the Village during the project was accounted to either the Waste Water or Water Utility for payment by the Village.

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER__x__

- Invoice

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee approve payment to the Wisconsin Department of Transportation in the amount of \$61,511.70 with amounts distributed equally to the Waste Water and Water Utilities and forward on to the Village Board with a positive recommendation for approval.

Please Remit To:
WI Department of Transportation
FINANCIAL OPERATIONS SECTION
PO BOX 7366
Madison WI 53707-7366

Customer Statement
as of 12/16/2021



Germantown, Village of
PO Box 337
Germantown, WI 53022-0337

\$xx.xx Indicates amount owed to WisDOT
(\$xx.xx) Indicates amount owed to customer

Customer MUNI002045

Project	Invoice Date	Invoice Number	Current	31-60 Days	61-90 Days	91-120 Days	121-180 Days	181-365 Days	365+ Days	Open Balance
39524750070										
ORCHARD ROAD, VILLAGE OF GE	1/11/2018	LADJ001448							\$61,511.70	\$61,511.70
ORCHARD ROAD, VILLAGE OF GERMA Total									\$61,511.70	\$61,511.70
Open Balance									\$61,511.70	\$61,511.70

VENDOR # 23749
ACCT. #
DISC. \$
APPROVAL *Luk.*

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 7, 2022

AGENDA ITEM: New Business

ITEM TITLES: Village Goals & Objectives

SUBMITTED BY: Steven Kreklow, Village Administrator

At the February 7th meeting the Village Board discussed strategic goals and objectives for the Village. At the end of the discussion, the Village Board reached a consensus around the following four goals:

1. Improve retention rates for Village employees.
2. Increase the level of trust Village residents have in the Village Board and Village employees.
3. Improve communication between the Village and residents.
4. Complete the 2050 Comprehensive Land Use Plan by August 1st with at least two public hearings.

The Village Board directed me to develop a set of quantifiable, time-specific goals for the Village, that can be used to help set objectives for employee 2022 performance standards. After researching data that is available, I am recommending adoption of the following objectives, including targets for satisfactory, exceeds expectations and outstanding performance:

1. Maintain or improve retention rate for all Village employees (full-time and part-time) in 2022 from 90.7% in 2021 to:
 - a. Satisfactory – 90%
 - b. Exceeds Expectations – 92%
 - c. Outstanding – 95%
2. Complete design, testing and implementation of new Utilities Billing System before:
 - a. Satisfactory – March 31, 2023
 - b. Exceeds Expectations – December 31, 2022
 - c. Outstanding – December 31, 2022 and under budget
3. Maintain or improve 2022 employee engagement scores for Village Employees from 3.70 in 2021 to:
 - a. Satisfactory – 3.70
 - b. Exceeds Expectations – 3.90

- c. Outstanding – 4.1
- 4. By the end of 2022, increase the number of subscribers using See-Click-Fix to:
 - a. Satisfactory – 500
 - b. Exceeds Expectations – 1,000
 - c. Outstanding – 1,500
- 5. Complete the 2050 Comprehensive Land Use Plan:
 - a. Satisfactory - By July 31st, with two public hearings/listening sessions.
 - b. Exceeds Expectations - By July 31st with three public hearings/listening sessions.
 - c. Outstanding – By June 30th with four public hearings/listening sessions.

SUMMARY EXPLANATION:

Attached: Ordinance_____ Resolution_____ Other X

Recommendation:

Adopt the objectives as recommended.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 12-2022

ALLOCATION OF AMERICA RESCUE PLAN FUNDING

WHEREAS, COVID-19, a novel strain of the coronavirus, was detected in December, 2019. The World Health Organization's declaration of a Public Health Emergency of International Concern, and the United States Department of Health and Human Services declaration of a Public Health Emergency, the State of Wisconsin has declared a Public Health Emergency by Executive Order #72; and,

WHEREAS, in recognition of the threat that COVID-19 presents to the health and safety to Village residents and the challenges the response to the pandemic presents, the Village Board adopted Resolution No. 27-2020 on March 16, 2020 declaring a local public health emergency within the Village of Germantown, which was extended by Resolution No. 38-2020 adopted on May 4, 2020; and,

WHEREAS, On March 11th, the American Rescue Plan was signed into law establishing the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. the federal government signed the American Rescue Plan Act for emergency funding for state, local and territorial and tribal governments known as the Coronavirus State and Local Fiscal Recovery Funds; and,

WHEREAS, The Village of Germantown received \$1,052,756.32 in June of 2021, and will be receiving \$1,052,756.32 in June of 2022. The eligible costs are to be obligated by December of 2024 and expended by December of 2026; and,

WHEREAS, The Village of Germantown, Village Board met deliberated and discussed the expenditure of the funding. The Village Board held listening session for Public Comments as well as received Public Comments for the funding; and,

WHEREAS, the Village of Germantown, Village Board has met and deliberated and discussed the options of expenditure within the Department Treasury guidelines. The allocation of the American Rescue Plan Funding as approved by the Village Board and within the Department Treasury guidelines follow; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby confirm to expend funds as detailed in this Resolution xx-2022.

Category	Allocation
Infrastructure	
Street Trees	\$250,000
Road Paving	\$500,000
Culture & Recreation	
Library Expansion	\$100,000
Rec Trails	\$30,000
Parks Improvements	\$25,000
Technology	
ProPhoenix Upgrade	\$125,000
Election Equipment	\$45,000
Hardware Replacement	\$50,000
Business & Economic Development	
Tourism Commission	\$85,000
COVID Premium Pay	
\$3,000 All Employees	\$500,000
Public Safety	
Police Building	\$100,000
Customer Service	
Communications Plan	\$40,000
Village Hall Improvements	\$250,000
TOTAL ALLOCATIONS	\$2,100,000

Introduced by: _____

Adopted: March 7, 2022

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk / Treasurer

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

MEETING DATE: March 7, 2022

AGENDA ITEM: New Business

ITEM TITLE: Licenses

SUBMITTED BY: Deanna Braunschweig

SUMMARY:

Temporary Class B Beer License –Deutschstadt Heritage Foundation, Mai Fest Celebration, N112W16240 Mequon Road, May 20-22, 2022.

This is an annual event in the Village. They are requesting a Temporary Beer and Wine License for the event. This year the organization is planning to hold the event in the Marketplace Parking Lot.

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 March 7, 2022 and ending June 30, 2022: Matteo's, W156N11058 Pilgrim Road, Karla M Cortes. Premise description includes bar area, main dining area, and during summer outdoor patio area.

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.

This premise is for what was previously known as Aldo's Pizza. They have passed the background check.

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

MEETING DATE: Monday, March 7th

AGENDA ITEM: New Business

ITEM TITLE: Promotion

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

I am requesting approval to promote Officer Jared Spreiter to the position of Sergeant. Lt. James Theep retired March 3rd. This is part of the department restructuring process, which will ultimately result in having two patrol sergeants on each shift.

Lt. Theep's salary at the time of his retirement was \$100,520.91.

The Patrol Sgt starting salary is \$94,889.60.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: March 7, 2022

AGENDA ITEM: New Business [REZONING ORDINANCE, 2020 LAND USE PLAN
MAP AMENDMENT ORDINANCE & CERTIFIED
SURVEY MAP]

ITEM TITLE: MD Development LLC, Property Owners – W193 N10980 Kleinmann
Drive; Applications to: Amend the 2020 Land Use Map by Re-
Classifying 6.5 acres from “Agricultural/ Conservation Residential” to
“Industrial/Office”; Rezone 6.5 acres from B-5: Highway Business to M-
1: Limited Industrial; and a 2-Lot Certified Survey Map (CSM)

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

SUMMARY EXPLANATION:

MD Development LLC, property owner, is requesting approval of a Land Use Plan map amendment, rezoning application, and 2-lot certified survey map (CSM) to relocate a common property line shared with an adjoining property owned by PACE Property Management and transfer 6.5 acres between the two abutting parcels (from MD Development to PACE Property Management).

The existing 8.25-acre parcel owned by MD Development contains an existing 4,300 sqft real estate office with approximately 5.7 acres covered in wetland. Approximately 1.0 acre of “buildable” land area located on the far north side lies adjacent to the south side of the PACE Property Management parcel. The existing 6.4-acre PACE parcel contains an existing 7,500 sqft building used for office space occupied by Custom CDL Testing and A&G Trailer Leasing. The purpose for the land transfer is to make the PACE parcel larger to accommodate an expansion of the existing gravel parking area on the south side of the parcel for trailer parking which, in turn, will allow more area on the existing paved part of the parking lot to be used for CDL testing activities.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the proposed 2020 Land Use Plan (LUP) map amendment to change the 6.5-acre area to be attached to the PACE Property Management parcel from “Agricultural/ Conservation Residential” to “Industrial/Office” as proposed.

APPROVE rezoning the 6.5-acre area to be attached to the PACE Property Management parcel from the B-5: Highway Business District to the M-1: Limited Industrial District as proposed subject to (1) condition:

1. Prior to any filling, grading and change of use of the 6.5-acre area attached to the PACE Property Management parcel (proposed Parcel 2 on the CSM), a detailed site plan set indicating both pre and post-construction grading, erosion control and storm water management (to the extent required given the amount of area to be filled and used for trailer parking) shall be submitted to the Village for review and approval.

MD Development LLC, Property Owner

Page 2

#

APPROVE the proposed 2-lot Certified Survey Map (CSM) as proposed subject to the following conditions:

1. All technical issues and plan corrections identified by the Public Works Department surveyor (see letter dated January 24, 2022) shall be addressed and reflected in a revised CSM submitted to the Village prior to recording the CSM.
2. The CSM shall be revised to remove the 33' road reservation along the east side of Parcel.

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. 01-2022

AN ORDINANCE TO AMEND THE LAND USE PLAN MAP OF THE VILLAGE OF
GERMANTOWN 2020 "SMART GROWTH" COMPREHENSIVE PLAN

Moore Property (W193 N10980 Kleinmann Drive)

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

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

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

SECTION 3. That Grant Moore, agent for MD Development LLC, property owner of an 8.25-acre parcel located at W193 N10980 Kleinmann Drive, submitted an application to amend the Land Use Plan map of the Village of Germantown Year 2020 Smart Growth Plan by changing the land use classification for a 6.5-acre portion of the overall 8.25-acre parcel (GTNV 291-961) from "Agricultural/Conservation Residential" to "Industrial/Office";

SECTION 4. That the Plan Commission conducted a public hearing of the application on February 14, 2022 following publication and notification of said hearing and provided a recommendation to the Village Board;

SECTION 5. That, after consideration of the application, supporting documentation, public hearing, and Plan Commission recommendation, the Village Board does by enactment of this ordinance formally change the land use classification of the 6.5-acre area described in Exhibit A from "Agricultural/ Conservation Residential" to "Industrial/Office;"

SECTION 6. 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: _____, 2022

Vote: Ayes: ____ Nays: ____

Dean Wolter
Village President

ATTEST:

Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

EXHIBIT A

Legal description of area subject of a 2020 Land Use Plan Map Amendment to Change the Land Use Classification from "Agricultural/Conservation Residential" to "Industrial/Office"

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN; THENCE S 89°54'26" W, ALONG THE NORTH LINE OF SAID 1/4 SECTION, 825.19 FEET; THENCE S 00°05'34" E, 60.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°03'08" E, 559.78 FEET; THENCE S 89°54'18" W, 497.01 FEET; THENCE S 00°05'05" E, 696.45 FEET; THENCE N 89°54'36" E, 148.58 FEET TO A MEANDER POINT, SAID POINT BEING 24 FEET MORE OR LESS FROM THE CENTERLINE OF AN UNNAMED STREAM; THENCE N 40°48'21" E, 431.92 FEET TO A MEANDER POINT; THENCE N 09°58'56" E, 375.80 FEET TO A MEANDER POINT; THENCE N 00°03'08" W, 413.83 FEET TO A MEANDER POINT; THENCE N 58°30'08" E, 280.11 FEET TO A MEANDER POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MEQUON ROAD, SAID POINT BEING 25 FEET MORE OR LESS FROM THE CENTERLINE OF SAID STREAM; THENCE ALONG SAID RIGHT-OF-WAY S 89°54'26" W, 238.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 283,796 SQ. FT. OR 6.52 ACRES OF LAND TO THE MEANDER LINES, MORE OR LESS.

SAID PARCEL CONTAINS 334,824 SQ. FT. OR 7.69 ACRES OF LAND TO THE CENTERLINE OF THE CREEK, MORE OR LESS.

ORDINANCE NO. 02-2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF GERMANTOWN ZONING CODE
(MD Development LLC, Property Owner)

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the B-5: Highway Business District to the M-1: Limited Industrial District a 6.5-acre portion of the property at W193 N10980 Kleinmann Drive (Parcel ID: GTNV: 291-961) as described below:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN; THENCE S 89°54'26" W, ALONG THE NORTH LINE OF SAID 1/4 SECTION, 825.19 FEET; THENCE S 00°05'34" E, 60.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°03'08" E, 559.78 FEET; THENCE S 89°54'18" W, 497.01 FEET; THENCE S 00°05'05" E, 696.45 FEET; THENCE N 89°54'36" E, 148.58 FEET TO A MEANDER POINT, SAID POINT BEING 24 FEET MORE OR LESS FROM THE CENTERLINE OF AN UNNAMED STREAM; THENCE N 40°48'21" E, 431.92 FEET TO A MEANDER POINT; THENCE N 09°58'56" E, 375.80 FEET TO A MEANDER POINT; THENCE N 00°03'08" W, 413.83 FEET TO A MEANDER POINT; THENCE N 58°30'08" E, 280.11 FEET TO A MEANDER POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MEQUON ROAD, SAID POINT BEING 25 FEET MORE OR LESS FROM THE CENTERLINE OF SAID STREAM; THENCE ALONG SAID RIGHT-OF-WAY S 89°54'26" W, 238.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 283,796 SQ. FT. OR 6.52 ACRES OF LAND TO THE MEANDER LINES, MORE OR LESS. SAID PARCEL CONTAINS 334,824 SQ. FT. OR 7.69 ACRES OF LAND TO THE CENTERLINE OF THE CREEK, MORE OR LESS

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

Introduced by Trustee: _____
Adopted: _____, 2022

Vote: Ayes: _____
Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published

PLAN COMMISSION MINUTES
February 14, 2022

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

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

PUBLIC INPUT:
None

APPROVAL OF MINUTES:

MOTION Baum second Shadid to Approve the Minutes from January 10, 2022.

MOTION carried unanimously.

Moore Designs - W193 N10980 Kleinmann Drive and Pace Property Management - N112

W19225 Mequon Road. Land Use Plan Map Amendment from Agricultural/Conservation to Industrial/Office, Rezoning from B-5:Highway Business to M-1: Limited Industrial District and 2 lot Certified Survey Map (CSM) applications. Director Retzlaff summarized the proposal.

Public Hearing opened: 6:36 pm.

-Dave Moore, property owner W193 N10980 Kleinmann Drive, said the land included in the CSM was not useful to him. He understands the zoning change and is supportive of the project.

Public Hearing closed: 6:38 pm

MOTION Baum second Laszewski to Approve the proposed 2020 Land Use Plan (LUP) map amendment to change the 6.5-acre area to be attached to the PACE Property Management parcel from "Agricultural/ Conservation Residential" to "Industrial/Office" as proposed.

MOTION carried unanimously.

MOTION Baum second Laszewski to Approve rezoning the 6.5-acre area to be attached to the PACE Property Management parcel from the B-5: Highway Business District to the M-1: Limited Industrial District as proposed subject to (1) condition:

- 1. Prior to any filling, grading and change of use of the 6.5-acre area attached to the PACE Property Management parcel (proposed Parcel 2 on the CSM), a detailed site plan set indicating both pre and post-construction grading, erosion control and storm water management (to the extent required given the amount of area to be filled and used for trailer parking) shall be submitted to the Village for review and approval.***

MOTION carried unanimously.

Chairman Wolter asked if a site plan will come forward and if there would be development in the 25-foot wetland setback. Director Retzlaff said one of the conditions of the rezoning states that a detailed site plan be submitted for review and approval. He indicated that staff may be able to

approve the site plan with a zoning permit if there is no encroachment into the 25-foot wetland setback area.

MOTION carried unanimously.

MOTION Baum second Shadid to Approve the proposed 2-lot Certified Survey Map (CSM) as proposed subject to the following conditions:

- 1. All technical issues and plan corrections identified by the Public Works Department surveyor (see letter dated January 24, 2022) shall be addressed and reflected in a revised CSM submitted to the Village prior to recording the CSM.***
- 2. The CSM shall be revised to remove the 33' road reservation along the east side of Parcel 2.***

MOTION carried unanimously.

2020 LAND USE PLAN MAP AMENDMENT, REZONING & CERTIFIED SURVEY MAP (CSM) APPLICATIONS

2/14/22 Plan Commission Meeting

MD Development LLC / PACE Property Management LLC

Village Planner Report

Germantown, Wisconsin

Summary

MD Development and PACE Property Management, property owners, are requesting approval of a Land Use Plan map amendment, rezoning application, and 2-lot certified survey map (CSM) to relocate a common property line to divide and transfer 6.5 acres between the two abutting parcels.

Location: W193 N10980 Kleinmann Drive (MD Development)
N112 W19125 Mequon Road (PACE Property Management)

Applicant/

Property Owners: Grant Moore
MD Development LLC
W193N10980 Kleinmann Dr
Germantown, WI

Chris West
PACE Prop Mgmt LLC
9120 N 107th St
Milwaukee, WI

Existing LUP Classification: Agricultural/Conservation Residential

Proposed LUP Classification: Industrial/Office

Existing Zoning: B-5: Highway Business

Proposed Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Industrial	M-1
South	Business	B-5
East	Business	B-5
West	Business/Industrial	B-5/M-1



Proposal/Background

MD Development and PACE Property Management, property owners, are requesting approval of a Land Use Plan map amendment, rezoning application, and 2-lot certified survey map (CSM) to relocate a common property line to divide and transfer 6.5 acres between the two abutting parcels.

The existing 8.25-acre parcel owned by MD Development contains an existing 4,300 sqft real estate office and contractor storage building. Approximately 5.7 acres of the parcel is covered in wetland with approximately 1.0 acre of “buildable” land area located on the far north side adjacent to the back (south) side of the PACE Property Management parcel. The existing 6.4-acre PACE parcel contains an existing 7,500 sqft building used for office space occupied by Custom CDL Testing and A&G Trailer Leasing.

The purpose for the land transfer and to make the PACE parcel larger is to accommodate an expansion of the existing gravel parking area on the south side of the parcel for trailer parking which, in turn, will allow more area on the existing paved part of the parking lot to be used for CDL testing activities.

CSM

An area approximately 6.5 acres (to the meander line of the navigable stream that is the east property line for the MD Development parcel) will be detached from the MD parcel and attached to the PACE parcel. No new parcel is being created. The CSM effectively moves the common property line between the parcels to increase the Pace parcel from 6.4 to 12.9 acres. The MD Development parcel is reduced from 8.2 to 1.7 acres.

LUP Map Amendment & Rezoning

The 6.5 acre area on the north side of the MD Development parcel is currently classified as “Agricultural/Conservation Residential.” In order to transfer this area and attach it to the PACE parcel, an amendment to the 2020 Land Use Plan map is required to reclassify the area to the “Industrial/Office” classification to match the rest of the PACE parcel.

Similarly, rezoning is required to change the zoning from B-5: Highway Business on the MD Development parcel to the M-1: Limited Industrial District to match the PACE parcel.

Staff Comments

Staff supports the LUP map re-classification and rezoning. As mentioned earlier, the 6.5-acre area is wetland with only about 1.0 acre of buildable area outside the 25’ wetland and 75’ navigable stream setbacks. The perimeter of the PACE parcel and the 1.0 acre of buildable area is heavily buffered from the adjacent property; albeit existing industrial uses to the north and west and existing retail/office uses to the east. A previously recorded 33’ road reservation along the east side of the PACE parcel is no longer necessary and should be vacated.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2020 Land Use Plan (LUP) map amendment to change the 6.5-acre area to be attached to the PACE Property Management parcel from “Agricultural/ Conservation Residential” to “Industrial/Office” as proposed.

APPROVE rezoning the 6.5-acre area to be attached to the PACE Property Management parcel from the B-5: Highway Business District to the M-1: Limited Industrial District as proposed subject to (1) condition:

1. Prior to any filling, grading and change of use of the 6.5-acre area attached to the PACE Property Management parcel (proposed Parcel 2 on the CSM), a detailed site plan set indicating both pre and post-construction grading, erosion control and storm water management (to the extent required given the amount of area to be filled and used for trailer parking) shall be submitted to the Village for review and approval.

APPROVE the proposed 2-lot Certified Survey Map (CSM) as proposed subject to the following conditions:

1. All technical issues and plan corrections identified by the Public Works Department surveyor (see letter dated January 24, 2022) shall be addressed and reflected in a revised CSM submitted to the Village prior to recording the CSM.
2. The CSM shall be revised to remove the 33’ road reservation along the east side of Parcel 2.



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

collaborāte / formulāte / innovāte

January 24, 2022

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

SUBJECT: Dave Moore / Chris West CSM Review

Certified Survey Map

Applicant or Owner: Dave Moore / Chris West

Land Surveyor/Firm: Steven Arnold / Terra Tec Engineering, Inc.

1. Building setback lines are to be mapped and dimensioned.
2. Village of Germantown requires all lands abutting a public road to be dedicated.
3. Label the NW corner of the NE $\frac{1}{4}$, describe the monument type and show the dimension along the North line of the NE $\frac{1}{4}$.
4. Is the 33' road reservation existing or proposed? If existing, identify what document created it. If proposed, label all bearings and distances.
5. Label all physical features that are shown on the map.
6. Reference bearing should be referenced to the North line of the NE $\frac{1}{4}$.
7. Label owners name address and telephone number.
8. Label PLS name, address and telephone number.
9. Label wetland boundary line on sheet 2.
10. Identify who delineated the wetlands and when.
11. Add the following note to sheet 2:

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

12. Why is Mchenry County Illinois shown in Surveyor's Certificate?

13. In the last paragraph of the Surveyor's Certificate refer to Chapter 18 of the Village of Germantown Subdivision Control Ordinance.
14. In the Planning Commission approval replace Common Council with Planning Commission.
15. In the Planning Commission approval replace Lori with Laura A.
16. In the Germantown Board Approval replace Chairman with Village President.

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.

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.



collaborāte / formulāte / innovāte

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,

A handwritten signature in blue ink that reads "Burt J. Naumann".

Burt J. Naumann, PLS
Senior Vice President



Community Development Department
Jeffrey W. Retzlaff, AICP, Director
Village Planner & Zoning Administrator
N112 W17001 Mequon Road P.O. Box 337
Germantown, WI 53022-0337
Telephone: (262) 250-4735 Website: www.village.germantown.wi.us
FAX: (262) 253-8255 E-mail: jretzlaff@village.germantown.wi.us

January 17, 2022

Grant Moore
MD Development LLC
W193 N10980 Kleinmann Drive
Germantown, WI 53022

RE: Proposed Land Division for W193 N10975 Kleinmann Drive;
Staff Review Comments for CSM, Rezoning & Map Amendment Applications

Mr. Moore:

Village Staff has reviewed the applications and supporting materials submitted for the land division proposal. Below are follow-up comments and outstanding items/issues that need to be addressed prior to scheduling before the Plan Commission. Please provide the requested information, corrections and/or revisions as soon as possible.

Community Development Department: Planning & Zoning

1. All owners of the properties subject of these applications need to be joint or co-applicants. Please have the owner or authorized agent for the parcel owned by Pace Property Management LLC sign, date and submit the application forms (a separate set with contact info would be appropriate).
2. For purposes of the rezoning public notice and ordinance, we need a separate legal description of the land area that is being detached from the Moore parcel and attached to the PACE parcel. A metes and bounds description is needed in both hard copy and digital format (i.e. Word).
3. Please respond to and/or correct the following items on the proposed CSM:
 - a. Under the Planning Commission approval on page 5, "Lori Johnson" should be "Laura Johnson".
 - b. The building setbacks for the Moore parcel will be for the B-5: Highway Business District and for the PACE parcel the setbacks are for the M-1: Limited Industrial District; the correct building setbacks should be on the CSM either in a note or drawn within the parcels using dashed lines
 - c. Why is there a note indicating "33' reserved for roadway" on page 1?
4. The "Concept Site Plan" shows a significant area as "proposed parking lot". This area is approximately 65,000 sqft or 1.5 acres; far exceeding the .5 acre cut-off for needing to prepare an erosion control and storm water management plan (gravel is considered an impervious surface for storm water management purposes). This "proposed parking lot" area shown on the "concept" plan also indicates impact to existing wetlands. The "Proposed Grading Plan" for the PACE property a smaller area to be filled with gravel and graded. The following questions/comments pertain to this area:

- a. Which plan, i.e. "Concept" vs. "Grading", shows the correct amount and extend of development for the proposed parking area?
 - b. As indicated in earlier emails, the proposal to create/expand a parking area onto the land area being attached to the PACE property will require a Site Plan application approval (and not just a Zoning Permit approval) given the apparent extent of the gravel area shown on the Grading Plan (~49,000 sqft or 1.1 acres), storm water management will also need to be address as part of the overall Site Plan application.
 - c. This means another application form is required (see enclosed Site Plan Application form and checklist). Since the Site Plan application will pertain to only the Pace property, it can be submitted separately and at a later date by the owner once the land division is complete, or, it can be submitted and process concurrently with the other applications. If the choice is to submit the Site Plan application and a more detailed site plan set at a later date, the proposed land division, rezoning and map amendment will proceed.
 - d. See the enclosed checklist for the items that need to be included in a "Site Plan" application; neither the "Concept Site Plan" nor "Grading Plan" are sufficient. At a minimum, the site plan submitted for the Site Plan application needs to include all of PACE property and not just the area being added shown in the Grading Plan.
 - e. Any disturbance within a 25' wetland or 75' navigable water setback (shown on the Grading Plan as "75' Shoreland Setback"), needs to be identified and preferably left in the existing, undisturbed condition.
5. There really isn't much, if any, explanation as to why this proposal has been submitted...other than "... an adjacent neighbor is purchasing the land with future extension of his business...". What is the business that is being expanded? Why is the expansion necessary? Why should the Village go through this effort to amend the 2020 Land Use Plan map and rezone what is environmentally sensitive land for a gravel parking lot? How does this benefit the owner and the Village overall?

Additional staff review comments from other Village departments, if any, will be forwarded to you in the next couple of weeks. If a Site Plan application and more thoroughly detailed site plan set is submitted, additional review comments will provided for that application and plan set and may affect when these applications are scheduled for review/approval by the Plan Commission and Village Board.

It may be prudent to let the CSM, Rezoning and 2020 Plan Map Amendment applications proceed and, if approved, then the owner of the PACE property can submit the detailed Site Plan application and plan set at a later date when they are ready to expand the parking area.

Grant Moore, MD Development LLC
W193 N10980 Kleinmann Drive, Germantown, WI 53022
Staff Review Comments
January 17, 2022
Page 3 of 3

Obviously, to do so means that the parking area cannot be filled and graded until the Site Plan application is approved. Doing so could proceed with only the PACE property owner going forward and not involve Moore Design and MD Development LLC.

When submitting revised plans or additional information, please submit (1) digital plan set and three (3) full-size, hard-copy plan sets set to the Community Development Department. Complete responses and/or information, plan revisions, etc. to the items/issues listed above will help avoid delay in the review and processing of your application.

Respectfully,



Jeffrey W. Retzlaff, AICP
Village Planner & Zoning Administrator



TERRATEC ENGINEERING, LLC.

W67 N222 Evergreen Blvd., Suite 205
Cedarburg, Wisconsin 53012
Tel.: 262.377.9905
Fax: 262.375.1958

January 26, 2022

Mr. Dave Moore
Moore Design Inc.
W193N10975 Kleinmann Dr
Germantown, WI 53022

Mr. Chris West
Pace Property Management, LLC
N112W19125 Mequon Road
Germantown, WI 53022

Re: Village of Germantown Comments
CSM Review Comments
Germantown, Wisconsin

Dear Messrs. Moore & West:

TerraTec Engineering has prepared this letter in response to the Village's review comments dated January 24, 2022. The italics text are the Village's comments with TerraTec's response following in regular font.

CSM Review

- 1. Building setback lines are to be mapped and dimensioned.*

Setback lines have been mapped and dimensioned.

- 2. Village of Germantown requires all lands abutting a public road to be dedicated.*

Comment noted, all lands are abutting a public road. No action performed.

- 3. Label the NW corner of the NE ¼, describe the monument type and show the dimension along the North line of the NE ¼.*

Monument described and dimensioned.

- 4. Is the 33' road reservation existing or proposed? If existing, identify what document created it. If proposed, label all bearings and distances.*

Labeled existing and document referenced.

- 5. Label all physical features that are shown on the map.*

Features labeled.

- 6. Reference bearing should be referenced to the North line of the NE ¼.*

Reference changed to North line of NE 1/4.

7. *Label owners name address and telephone number.*

Owner's contact information added.

8. *Label PLS name, address and telephone number.*

Surveyor's contact information added.

9. *Label wetland boundary line on sheet 2.*

Boundary labelled.

10. *Identify who delineated the wetlands and when.*

Delineator's contact information added.

11. *Add the following note to sheet 2:*

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

Note added.

12. *Why is Mchenry County Illinois shown in Surveyor's Certificate?*

TerraTec's Wisconsin PLS resides in Illinois.

13. *In the last paragraph of the Surveyor's Certificate refer to Chapter 18 of the Village of Germantown Subdivision Control Ordinance.*

Reference added.

14. *In the Planning Commission approval replace Common Council with Planning Commission.*

Revision made.

15. *In the Planning Commission approval replace Lori with Laura A.*

Revision made.

16. *In the Germantown Board Approval replace Chairman with Village President.*

Title changed.



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

Grant Moore

Phone (262) 339 9031

E-Mail Grant @ mooredesigns.com

PROPERTY OWNER

MD Development

Phone (262) 339 9031

E-Mail Grant @ mooredesigns.com

2

PROPERTY ADDRESS OR GENERAL LOCATION

W193 N10930 Kleinmann Drive

TAX KEY NUMBER

291 961

3

REZONING REQUEST

FROM

B-5

TO

M-1

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See Attached "Certified Survey Map" per
Terra Tec Engineering

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.

An adjacent neighbor is purchasing the land with future expansion of his business in mind.

6

SUPPORTING DOCUMENTATION:

Plat of Survey (1:100)



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

-- N/A

7

READ AND INITIAL THE FOLLOWING:

GM

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.

GM

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

GM

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

GM

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!


Applicant

1/23/21

Date



Owner

1/23/21

Date



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

Grant Moore

Phone (262) 339 9031

Fax ()

E-Mail Grant @ Moorpdesigns.com

PROPERTY OWNER

Samp as Agent

Phone ()

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

WR3 N10980 Kleinmann Drive

291061

3 PURPOSE OF LAND SPLIT

Property sale to adjacent neighbor

Will the land split require rezoning?

Yes

From B-5

To M-1

4 READ AND INITIAL THE FOLLOWING:

GM 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.

GM 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.

GM 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.

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

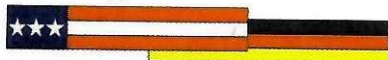
5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

[Signature] 11/23/21
Applicant Date

[Signature] 11/23/21
Owner Date



Village of



Germantown

Willkommen

Fee Must Accompany Application

☒ \$1,165 Paid _____ Date _____

☐ \$200 PC Consultation Only
Paid _____ Date _____

COMPREHENSIVE PLAN AMENDMENT APPLICATION

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

APPLICANT OR AGENT:

Grant Moore

PROPERTY OWNER(S):

Same as Applicant

Address: W193 N10975

Kleinmann Drive, Germantown 53022

Address: _____

Phone: 262 339 9031

Phone: _____

E-Mail: Grant@mooredesigns.com

E-Mail: _____

☐ **REQUEST TO AMEND LAND USE MAP**

Current Land Use Map Designation(s): Agricultural/Open Space Residence

Proposed Land Use Map Designation(s): Industrial/Office

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

W193 N10975 Kleinmann Drive -- 291961

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

Attach separate legal description if necessary

See Attached Certified Survey Map

Size of Property or Area: Acres: _____ Square Feet: _____

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

Adjacent Property Land Uses		Zoning
North	Industrial / Office	M1
South	U	U
East	U	U
West	U	U

☐ **REQUEST TO AMEND PLAN TEXT**

Section(s) of Comprehensive Plan to be Amended:

Proposed Text Amendment:

Attach separate pages as necessary

Detailed Explanation and Justification for Proposed Amendment(s):

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

Comprehensive Plan Amendment Application

Page 3 of 3

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

All Amendment Applications:

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

Land Use Plan Map Amendment Only:

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

AFFIDAVIT OF UNDERSTANDING

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

GM

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

GM

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

GM

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

GM

I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property 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.

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



Applicant/Agent

11/23/21

Date



Property Owner

11/23/21

Date

Applicant/Agent

Date

Property Owner

Date



Village of
Germantown
Willkommen

Fee Must Accompany Application

☐ \$1,165 Paid _____ Date _____

☐ \$200 PC Consultation Only
Paid _____ Date 2-9-22

COMPREHENSIVE PLAN AMENDMENT APPLICATION

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

APPLICANT OR AGENT:

Christopher K. West

Address: _____

Phone: 815-219-5343

E-Mail: Chris@AGTrailerLeasing.com

PROPERTY OWNER(S):

PACE Property Management, LLC

Address: N112W19125 Megan Rd
Germantown, WI 53022

Phone: 815-219-5343

E-Mail: Chris@AGTrailerLeasing.com

☐ **REQUEST TO AMEND LAND USE MAP**

Current Land Use Map Designation(s):

Agricultural / open space restriction

Proposed Land Use Map Designation(s):

Industrial / office

Address of Property, Parcel ID Number(s) or General Location (¼ section ¼ section):

W193N10980 Kleinmann Drive - 291961

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

Attach separate legal description if necessary

See Attached certified Survey map

Size of Property or Area:

Acres: _____ Square Feet: _____

Comprehensive Plan Amendment Application

Page 2 of 3

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

Adjacent Property Land Uses		Zoning
North	Industrial / Office	M-1
South	//	//
East	//	//
West	//	//

☐ REQUEST TO AMEND PLAN TEXT

Section(s) of Comprehensive Plan to be Amended:

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Required for both Land Use Amendment and Text Amendments
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Comprehensive Plan Amendment Application

Page 3 of 3

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 - o Exterior boundary of the land subject of the map amendment
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AFFIDAVIT OF UNDERSTANDING

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



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



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



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



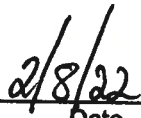
Applicant/Agent



Date



Property Owner



Date

Applicant/Agent

Date

Property Owner

Date



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: 2-9-22 Received by: [Signature]

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1

APPLICANT OR AGENT

Christopher K. Wat

Phone (815) 219-5343

E-Mail Chris@AG-TrailerLeasing.com

PROPERTY OWNER

PACE Property Management, LLC
112 W 19125' Mequon Rd
Germantown, WI 53022

Phone (815) 219-5343

E-Mail Chris@AG-TrailerLeasing.com

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

W193N10980 Kleinmann Drive

291961

3

REZONING REQUEST

FROM

B-5

TO

M-1

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See Attached "Certified Survey Map" per
Terra Tec Engineering

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.

An adjacent neighbor is purchasing the land with future expansion of his business in mind

6

SUPPORTING DOCUMENTATION:

Plat of Survey (1:100)



Site Plan and elevations for new construction (can be conceptual) - - N/A

7

READ AND INITIAL THE FOLLOWING:

lew

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.

lew

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

lew

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

lew

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!

Christ H. Wat 2/8/22
Applicant Date

Christ H. Wat 2/8/22
Owner Date



Village of

Germantown
Willkommen

Fee must accompany application

- ☐ \$2,900 with public improvements
☐ \$1,960 no public improvements

Paid _____ Date 2/9/22

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

Christopher K. West

Phone (815) 219-5343

Fax () _____

E-Mail Chris@AGTrailerLeasing.com

PROPERTY OWNER

PACE Property Management, LLC
1112 W 19125 Mequon Road
Germantown, WI 53022

Phone (815) 219-5343

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2 W193N10980 Kleinmann Drive

291961

3 PURPOSE OF LAND SPLIT

Property sale to adjacent neighbor

Will the land split require rezoning?

Yes

From

B-5

To

m-1

4 READ AND INITIAL THE FOLLOWING:

CW 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.

CW 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.

CW 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.

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

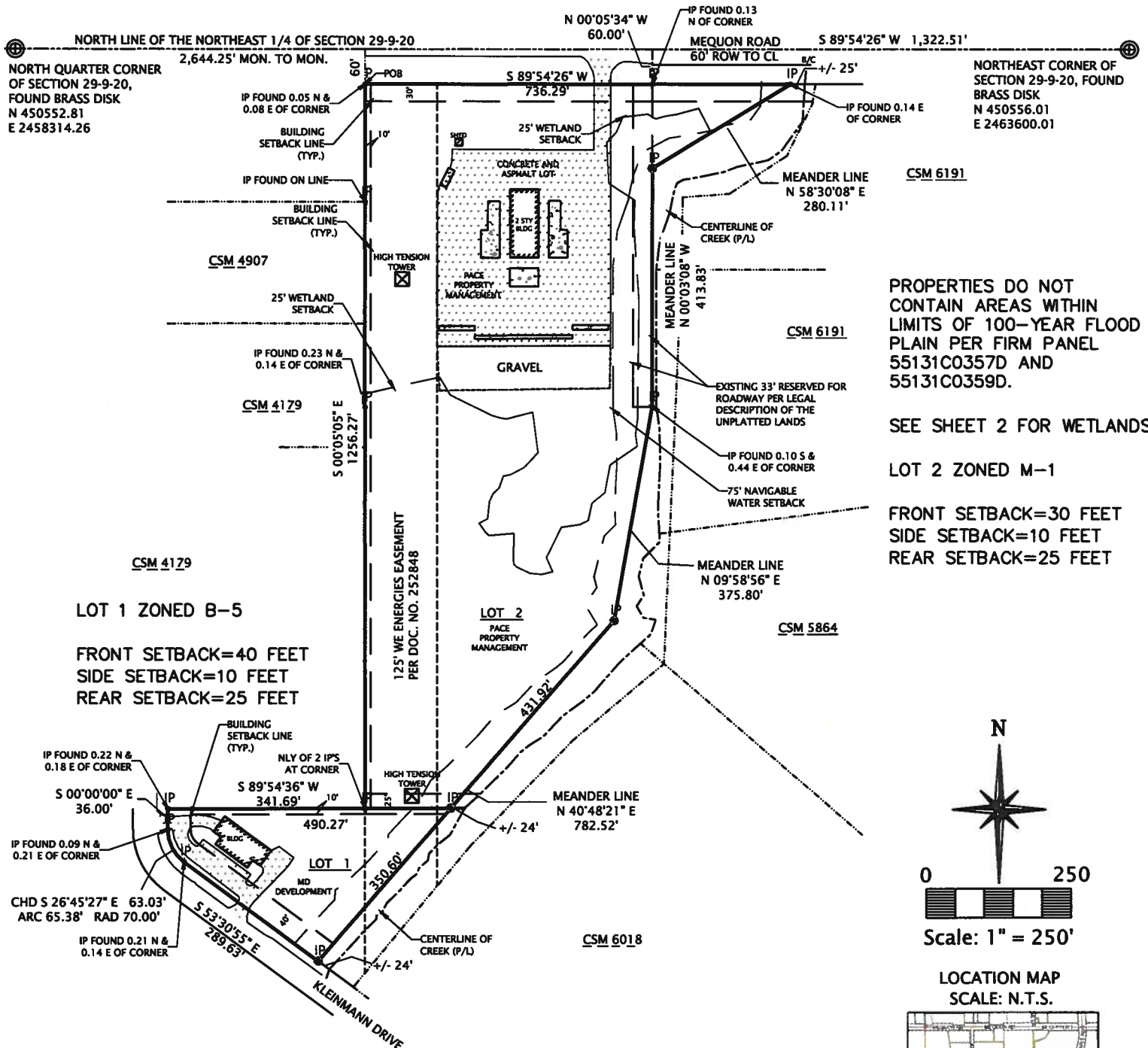
5 SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Christopher K. West 2/8/22
Applicant Date

Christopher K. West 2/8/22
Owner Date

CERTIFIED SURVEY MAP NO.

A REDIVISION OF LOT 1 OF CSM NO. 5968 AND UNPLATTED LANDS, IN THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN



PROPERTIES DO NOT
CONTAIN AREAS WITHIN
LIMITS OF 100-YEAR FLOOD
PLAIN PER FIRM PANEL
55131C0357D AND
55131C0359D.

SEE SHEET 2 FOR WETLANDS

LOT 2 ZONED M-1

FRONT SETBACK=30 FEET
SIDE SETBACK=10 FEET
REAR SETBACK=25 FEET

OWNER: DAVE MOORE
MD DEVELOPMENT, LLC.
W193N10975 KLEINMANN DR.
GERMANTOWN, WI 53022
(262)339-9362
TAX KEY NUMBER: GNTV_291961

OWNER: PACE PROPERTY MANAGEMENT, LLC.
9120 N. 107TH STREET
MILWAUKEE, WI 53224
(815)219-5343
TAX KEY NUMBER: GNTV_291989

SURVEYOR: TERRATEC ENGINEERING, LLC.
STEVEN M. ARNOLD, PLS
W67N222 EVERGREEN BLVD.
SUITE 205
CEDARBURG, WI 53012
(262)377-9905

IP 1"X18" IRON PIPE WEIGHING 1.13
LBS. PER LINEAL FOOT SET

IP FOUND

(N 00°00'00" E, 0.00') DENOTES RECORD
DIMENSION

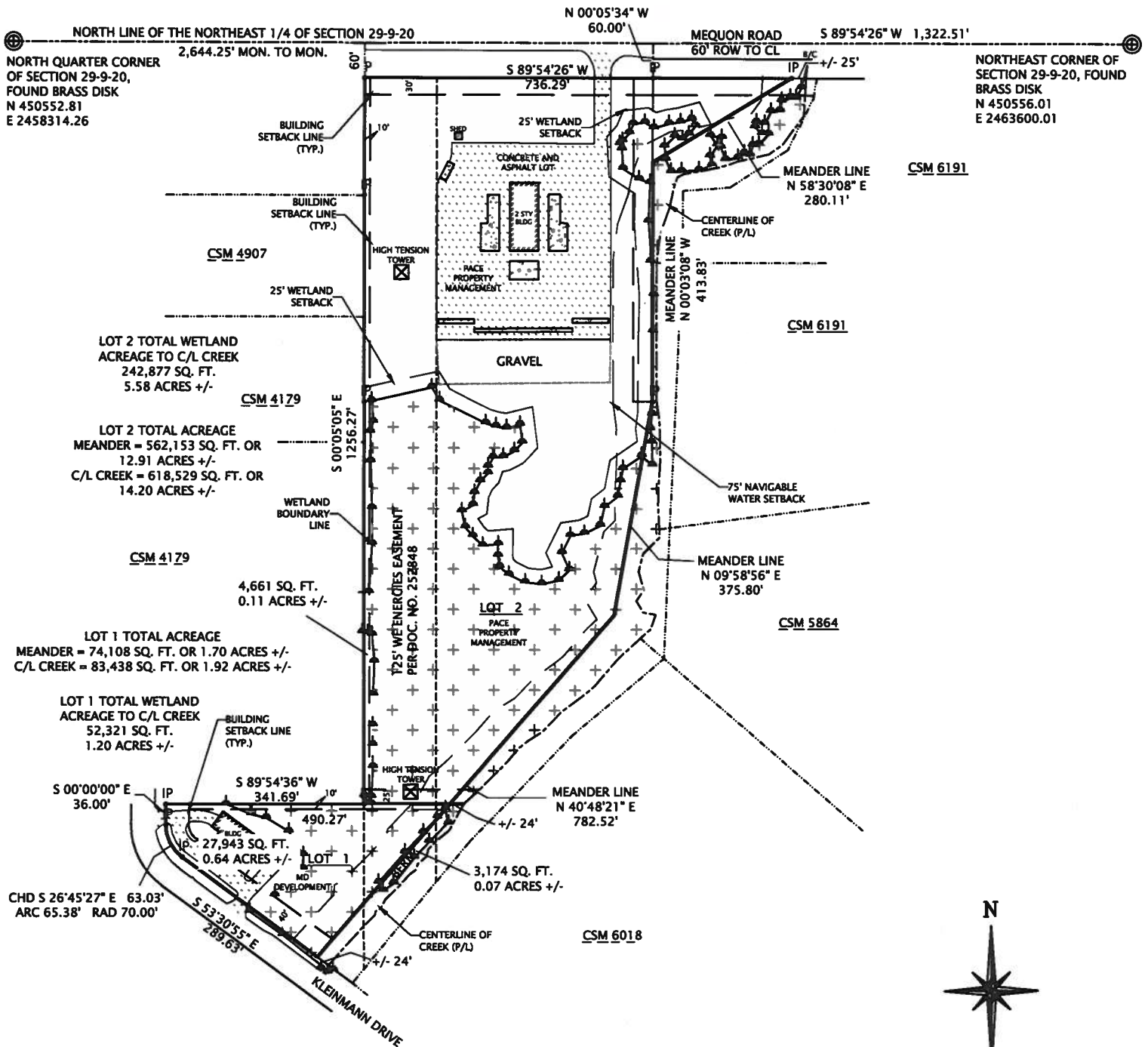
ALL DIMENSIONS SHOWN ARE MEASURED TO
THE NEAREST 1:100 OF A FOOT.

BEARINGS REFERENCED TO THE NORTH LINE
OF THE NE 1/4 BEING S 89°54'26" W.



CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 1 OF CSM NO. 5968 AND UNPLATTED LANDS IN THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN



DEVELOPMENT WITHIN THESE SETBACK AREAS IS PROHIBITED UNLESS OTHERWISE ALLOWED PURSUANT TO PROVISIONS OF CHAPTER 24 (SHORELAND-WETLAND ZONING CODE) IN THE GERMANTOWN MUNICIPAL CODE.

WETLAND DELINEATION COMPLETED 8/3/2021 BY:

DAVE MEYER, WIDNR ASSURED DELINEATOR
WETLAND & WATERWAY CONSULTING, LLC
S83 W23915 ARTESIAN AVE
BIG BEND, WI 53103
PHONE - 262-719-4286
E-MAIL - DAVE@WETLANDWI.COM



CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 1 OF CSM NO. 5968 AND UNPLATTED LANDS IN THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

SURVEYORS CERTIFICATE

I, STEVEN M. ARNOLD, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND KNOWN AS:

A REDIVISION OF LOT 1 OF CSM NO. 5968 AND UNPLATTED LANDS IN THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NE ¼ OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN; THENCE S 89°54'26" W, ALONG THE NORTH LINE OF SAID 1/4 SECTION, 1322.51 FEET; THENCE S 00°05'05" E, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°05'05" E, 1256.27 FEET; THENCE S 89°54'36" W, 341.69 FEET; THENCE S 00°00'00" E, 36.00 FEET; THENCE ALONG AN ARC WITH A CHORD BEARING S 26°45'27" E, 63.03 FEET, AN ARC LENGTH OF 65.38 FEET AND RADIUS OF 70.00 FEET; THENCE S 53°30'55" E, 289.63 FEET TO A MEANDER POINT, SAID POINT BEING 24 FEET MORE OR LESS FROM THE CENTERLINE OF AN UNNAMED STREAM; THENCE N 40°48'21" E, 782.52 FEET TO A MEANDER POINT; THENCE N 09°58'56" E, 375.80 FEET TO A MEANDER POINT; THENCE N 00°03'08" W, 413.83 FEET TO A MEANDER POINT; THENCE N 58°30'08" E, 280.11 FEET TO A MEANDER POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MEQUON ROAD, SAID POINT BEING 25 FEET MORE OR LESS FROM THE CENTERLINE OF SAID STREAM; THENCE ALONG SAID RIGHT-OF-WAY S 89°54'26" W, 736.29 FEET; TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 636,261 SQ. FT. OR 14.61 ACRES OF LAND TO THE MEANDER LINES, MORE OR LESS.

SAID PARCEL CONTAINS 701,967 SQ. FT. OR 16.12 ACRES OF LAND TO THE CENTERLINE OF THE CREEK, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF DAVE MOORE AND PACE PROPERTY MANAGEMENT, LLC., OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF.

I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE STATUTES , AND CHAPTER 18 OF THE VILLAGE OF GERMANTOWN SUBDIVISION CONTROL ORDINANCE, IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 25TH DAY OF JANUARY, 2022.

STEVEN M. ARNOLD
PROFESSIONAL LAND SURVEYOR
PLS No. S-3168



CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 1 OF CSM NO. 5968 AND UNPLATTED LANDS IN THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

OWNERS CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED, COMBINED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: VILLAGE OF GERMANTOWN.

WASHINGTON COUNTY

DAVE MOORE, OWNER
DATED THIS _____ DAY OF _____, 20__.

STATE OF WISCONSIN)
_____)SS
_____ COUNTY, WI)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__.

THE ABOVE NAMED DAVE MOORE, TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT ACKNOWLEDGED THE SAME.

OWNERS CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED, COMBINED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: VILLAGE OF GERMANTOWN.

WASHINGTON COUNTY

PACE PROPERTY MANAGEMENT, LLC.

CHRISTOPHER K. WEST, PRESIDENT
DATED THIS _____ DAY OF _____, 20__.

STATE OF WISCONSIN)
_____)SS
_____ COUNTY, WI)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__.

THE ABOVE NAMED CHRISTOPHER K. WEST TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT ACKNOWLEDGED THE SAME.



A REDIVISION OF LOT 1 OF CSM NO. 5968 AND UNPLATTED LANDS IN THE NE 1/4 OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN ON THE _____ DAY OF _____, 20____.

LAURA A. JOHNSON, SECRETARY

DATE

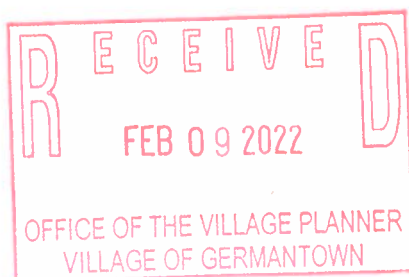
ON THIS _____ DAY OF _____, 20____.

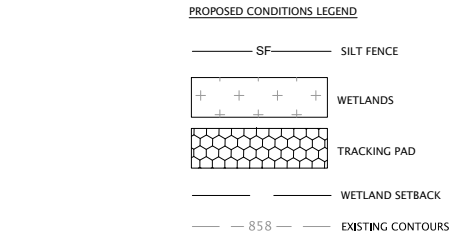
DEANNA BRAUNSCHWEIG, VILLAGE CLERK



- “There really isn’t much, if any, explanation as to why this proposal has been submitted...other than “... an adjacent neighbor is purchasing the land with future extension of his business...”. What is the business that is being expanded? Why is the expansion necessary? Why should the Village go through this effort to amend the 2020 Land Use Plan map and rezone what is environmentally sensitive land for a gravel parking lot? How does this benefit the owner and the Village overall?”

Pace Property Management, LLC. looks to purchase property from MD Development to expand the parking lot to better facilitate our tenant Custom CDL Testing who’s testing course is on the east side of the property, adding just less than ½ acre of parking directly south of the test course will free up parking for A&G Enterprises, a semi-trailer leasing company.



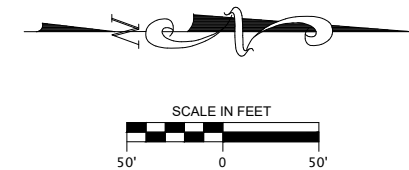
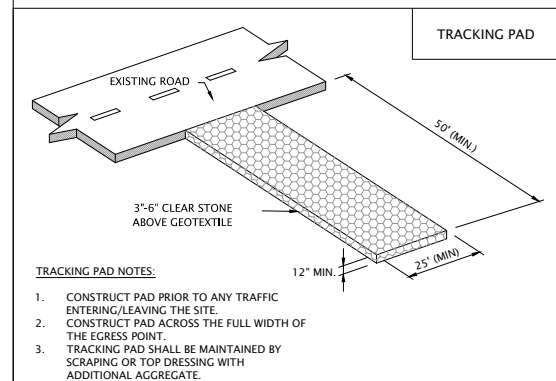


1. REFER TO CERTIFIED SURVEY MAP FOR OVERALL SITE PLAN, PROPERTY BOUNDARY, AND WETLAND DELINEATION.

1. DEMOLITION AND DISPOSAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION OVER THIS WORK INCLUDING FEDERAL, STATE, COUNTY, AND THE LOCAL MUNICIPALITY.
2. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY AND MAKES NO REPRESENTATION AS TO THE CONDITION OF THE STRUCTURES/MATERIALS TO BE REMOVED OR THE SPECIFIC MATERIALS THAT COMPRISE THEIR MAKEUP AND CONTENTS. IF HAZARDOUS MATERIALS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, DEMOLITION SHALL CEASE AND THE OWNER SHALL BE NOTIFIED. THE MATERIAL SHALL BE REMOVED, CONTAINERIZED, TRANSPORTED AND DISPOSED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, COUNTY AND CITY LAWS AND REGULATIONS. DO NOT RESUME UNTIL SPECIFICALLY AUTHORIZED BY THE OWNER.
3. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS/LAWS.
4. NO BURNING OF MATERIALS FROM THE SITE IS PERMITTED. THE USE OF EXPLOSIVES ON THIS PROJECT IS NOT PERMITTED.
5. CONTRACTOR SHALL STRIP TOPSOIL FROM ALL AREAS THAT ARE TO BE GRADED OR BUILT UPON. TOPSOIL SHALL BE STOCKPILED IN A LOCATION PRE-APPROVED BY OWNER. STOCKPILE SHALL HAVE SILT FENCE INSTALLED AROUND THE PERIMETER. PERMANENT TOPSOIL STOCKPILES WILL NOT BE ALLOWED.
6. THE PROPER UTILITY COMPANIES SHALL BE NOTIFIED PRIOR TO WORK COMMENCEMENT AS REQUIRED BY THE SPECIFIC UTILITIES. ALL WORK SHALL BE COORDINATED WITH THE UTILITY COMPANY HAVING THE JURISDICTION OVER THE SPECIFIC UTILITY PRIOR TO ANY DISCONNECTION, ABANDONMENT AND REMOVAL/CARPING OF THE UTILITY. ADEQUATE TIME SHALL BE PROVIDED IN CONTRACTOR'S SCHEDULE FOR REMOVAL, RELOCATION OR INSTALLATION TO PROVIDE SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY FOR ALL UTILITY SERVICES/FEE'S/INSPECTIONS, ETC.
7. CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO ADJACENT PROPERTIES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS AND PROTECTIONS FOR ALL UTILITIES, STORM DRAINAGE, SIGNS, UTILITY POLES, ETC., AS REQUIRED TO COMPLETE THE PROPOSED CONSTRUCTION IN PLACE, WHETHER SPECIFICALLY CALLED OUT ON THE PLANS OR NOT. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES' SPECIFICATIONS.
9. NO UTILITIES SHALL REMAIN BELOW STORM WATER FEATURES AND BUILDINGS UNLESS SPECIFICALLY CALLED OUT TO REMAIN. UTILITIES SHALL EITHER BE REMOVED, REPLACED, OR RELOCATED AS DIRECTED BY OWNER.
10. GRAVEL AREAS (IF APPLICABLE) - ONLY REMOVE GRAVEL DOWN TO FINAL GRADE (FOR PROPOSED GRAVEL AREAS)
11. TREE/BRUSH REMOVAL INCLUDES ROOT BALL.

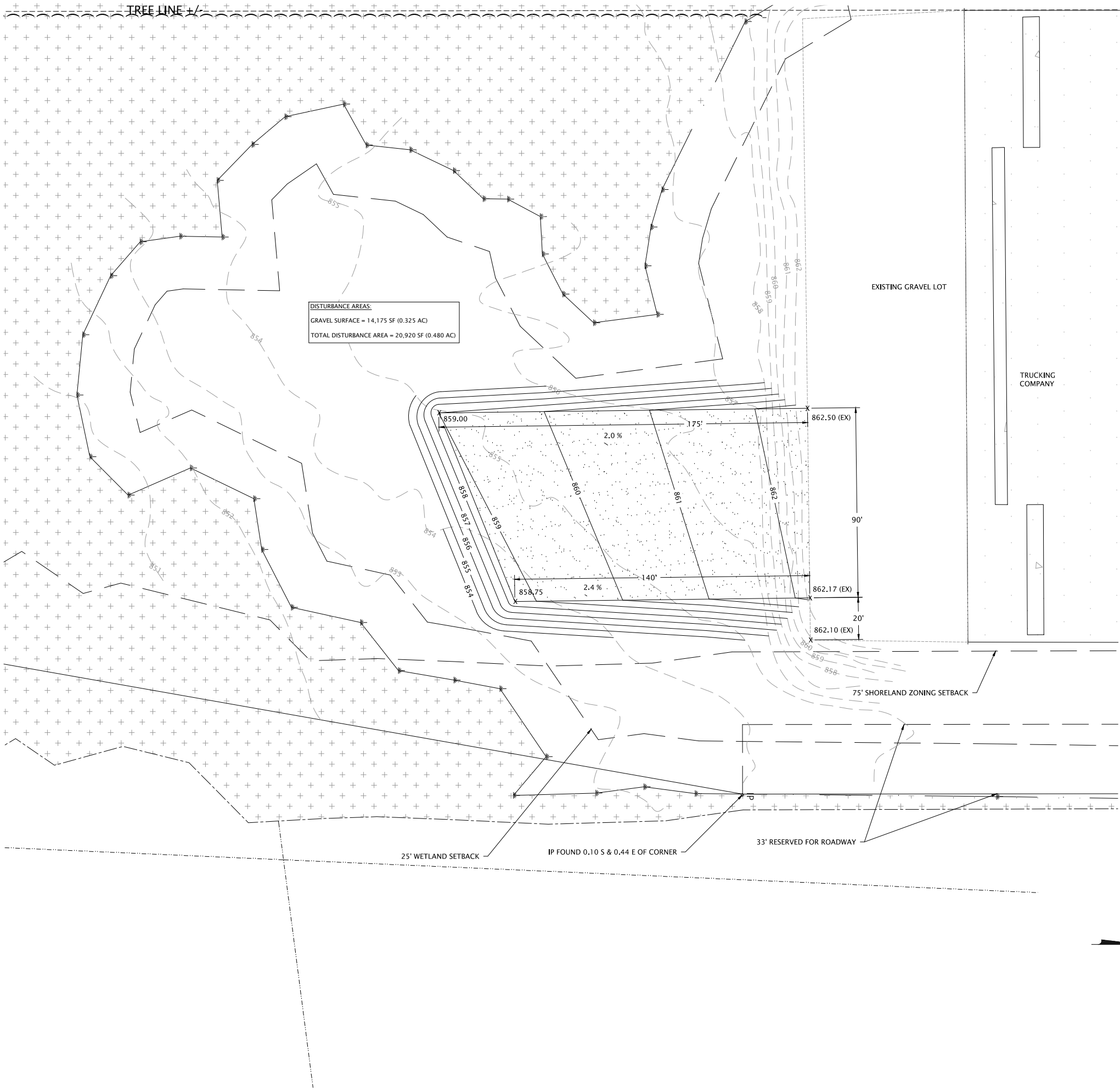
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL STATE AND LOCAL CODES AND ORDINANCES.

2. EROSION CONTROLS
- A. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WDNR TECHNICAL GUIDANCE PRIOR TO OTHER CONSTRUCTION ACTIVITIES.
 - B. INSTALL EROSION MAT ON ALL FINISHED GRADE SLOPES EQUAL TO OR GREATER THAN 4:1 AND IN AREAS WITH CHANNELLED FLOW.
 - C. INSPECT AND MAINTAIN ALL EROSION CONTROLS DAILY.
 - D. MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES SHALL BE PROVIDED WITH THE MEASURES IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
 - E. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES SHALL BE INSPECTED FOR INTEGRITY. ANY DAMAGED STRUCTURES SHALL BE CORRECTED FOR INTEGRITY.
 - F. OVERLAND FLOW SHALL BE PREVENTED FROM LEAVING THE WORK SITE BY INSTALLING STRAW BALES OR FABRIC FILTER FENCING PARALLEL TO THE CONTOURS LOCATED DOWNHILL FROM THE WORK AREA.
 - G. ALL EXPOSED PLANT COVERING SHALL BE PRESERVED AND PROTECTED.
 - H. THE SMALLEST PRACTICAL AREA OF LAND SHALL BE EXPOSED DURING DEVELOPMENT AND KEPT TO AS SHORT A DURATION OF TIME AS IS PRACTICAL.
 - I. ALL DISTURBED GROUND LEFT INACTIVE FOR TWO WEEKS DURING THE EXCAVATION OR CONSTRUCTION PROCESS SHALL BE STABILIZED BY MULCHING OR COVERING.
 - J. ALL SOIL OR DIRT STORAGE PILES CONTAINING MORE THAN 10 CUBIC YARDS OF MATERIAL SHALL BE PROTECTED FROM THE FORCES OF EROSION.
 - K. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED AND MAINTAINED ON ALL DRAINAGE WAYS TO TRAP AND REMOVE AND PREVENT SEDIMENT AND DEBRIS FROM OCCURRING.
 - L. WATER PUMPED FROM THE SITE SHALL BE TREATED BY TEMPORARY SEDIMENT BASINS, GRIT CHAMBERS OR OTHER APPROPRIATE MEASURES.
 - M. ALL WASTE AND UNUSED CONSTRUCTION MATERIALS SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 - N. PROVIDE ACCESS DRIVES AND PARKING AREAS OF SUFFICIENT WIDTH AND LENGTH TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC ROADWAYS. ANY SEDIMENT REACHING A PUBLIC ROADWAY SHALL BE REMOVED (NOT FLUSHING) IMMEDIATELY BEFORE THE END OF EACH WORK DAY.
3. CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING.
4. CONTRACTOR SHALL NOT ALLOW MUD AND DEBRIS TO BE DEPOSITED ONTO ADJACENT ROADWAYS OR PROPERTIES. CLEANUP SHALL BE PERFORMED AT A MINIMUM OF DAILY OR AS NEEDED.



EROSION CONTROL PLAN PACE PROPERTY MANAGEMENT N112W19125 MEQUON ROAD GERMANTOWN, WISCONSIN			
DESIGNED BY DMM		APPROVED BY JPF	
		DATE 01/19/2022	
REVISION NO.	REVISIONS		DATE
			BY

 TERRATEC ENGINEERING, LLC. W67 N222 EVERGREEN BLVD., STE. 205 CEDARBURG, WI 53012 Tel.: 262.377.9905 © 2015 TERRATEC ENGINEERING, LLC.	TERRATEC PROJECT NO. 2106009.2	
	SHEET No. 1	OF 2



PROPOSED CONDITIONS LEGEND

- 738
- PROPOSED CONTOURS
- EDGE OF PROPOSED GRAVEL LOT
- GRAVEL LOT SURFACE

GENERAL PLAN NOTES:

1. REFER TO CERTIFIED SURVEY MAP FOR OVERALL SITE PLAN, PROPERTY BOUNDARY, AND WETLAND DELINEATION.
2. REFER TO SHEET 1 OF 2 FOR EXISTING LEGEND.

GENERAL GRADING/PAVING NOTES

1. ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
2. CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION. DISCREPANCIES OR OTHER MODIFICATIONS REPORTED/MADE AFTER CONSTRUCTION COMMENCEMENT SHALL BE AT CONTRACTOR'S COST.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL/STATE/FEDERAL REQUIREMENTS.
4. SUBGRADE TO BE CONSTRUCTED/PREPARED AS SPECIFIED BY SITE GEOTECHNICAL REPORT, IF AVAILABLE. IF NO GEOTECHNICAL REPORT IS AVAILABLE, PREPARE AND PROOF SUBGRADE IN ACCORDANCE WITH WISDOT STANDARDS. SOFT AREAS SHALL BE REPAIRED BY OVEREXCAVING TWO FEET, PLACING GEOTEXTILE (TYPE SR) DOWN UNDER CRUSHED STONE.
5. GRADING SHALL BE CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY AND WISDOT SPECIFICATIONS.
6. MATCH EXISTING GRADES WHERE PROPOSED GRAVEL MEETS EXISTING GRAVEL/GRASS.
7. PROPOSED GRASSY AREAS SHALL HAVE SIX INCHES OF TOPSOIL (MINIMUM) AND BE SEEDED, MULCHED AND WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED PER THE LANDSCAPE PLAN (PREPARED BY OTHERS).

PROPOSED GRADING PLAN
PACE PROPERTY MANAGEMENT
N112W19125 MEQUON ROAD
GERMANTOWN, WISCONSIN

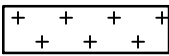
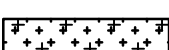
DESIGNED BY DMM	APPROVED BY JPF	DATE 01/19/2022
REVISION NO.	REVISIONS	DATE

TERRATEC PROJECT NO. 2106009.2	
SHEET No. 2	OF 2

TERRATEC ENGINEERING, LLC.
W67 N222 EVERGREEN BLVD., STE. 205
CEDARBURG, WI 53012
Tel.: 262.377.9905
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LEGEND

-  DELINEATED WETLAND AREA
-  EXISTING PROPERTY LINE
-  PROPOSED PROPERTY LINE
-  IMPACTED WETLAND AREA
-  PROPOSED PARKING LOT



SCALE IN FEET



CONCEPT SITE PLAN
W193N10980 KLEINMANN DRIVE
MD PROPERTY
GERMANTOWN, WISCONSIN

DESIGNED BY JPF	APPROVED BY JPF	DATE 9/13/2021	
REVISION NO.	REVISIONS	DATE	BY



TERRATEC ENGINEERING, LLC.
W67 N222 EVERGREEN BLVD., STE. 205
CEDARBURG, WI 53012
Tel.: 262.377.9905

TERRATEC PROJECT NO.
2106009

SHEET No. 1	OF 1
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Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Meeting Date: March 8th 2022
TO: Village Board
FROM: Gil Standridge, Parks and Recreation Director
RE: Dheinsville Lease Agreement

The attached for your review and recommendation is a new 5 year lease agreement with the Dheinsville Historical Society. The lease agreement was reviewed and agreed upon by the Dheinsville Historical Society President and treasurer, approved by the Parks and Recreation Commission on February 16th, and approved by the Village Attorney Brian Sajdak.

The minor changes in the agreement include: Under Tenants Insurance. During the Term, the Tenant shall procure and maintain at its sole expense appropriate levels of insurance coverage to include worker's compensation, commercial general liability, hired and non-owned auto liability, umbrella liability and/or renters or contents insurance.

Fire damage limit- any one fire was reduced to fifty thousand dollars.

Under Use of Surrounding Park: wording was added to state, this lease shall allow the Tentant the exclusive use of the full park, including the Dheinsville Festhalle, from the Monday prior to the Oktober fest event till the Wednesday after the Oktoberfest event.

In addition the scheduling office will not schedule any type of public festivals or competing type events two weeks prior to the Oktoberfest event.

Otherwise this agreement contains the same language as the current agreement.

Dheinsville Park Lease Agreement

This Lease ("Lease") is made and entered into this 1st day of January 2022 (the "Commencement Date"), by and between the Village of Germantown, a municipal corporation of the State of Wisconsin (the "Landlord"), and the Germantown Historical Society, Inc., a Wisconsin non-profit organization (the "Tenant").

1. **Premises.** The Landlord, for and in consideration of the rents and covenants herein specified to be paid and performed by the Tenant, hereby leases and demises to the Tenant and the Tenant leases from the Landlord the historical structures within Dheinsville Park located at N128 W18780 Holy Hill Road, Germantown, Wisconsin (the "Premises"), as more specifically shown on the Site Plan attached hereto as Exhibit A (the "Site Plan").

2. **Term.** This Lease shall commence on the Commencement Date and shall terminate on December 31, 2027, unless earlier terminated or renewed as provided for herein (the "Term"). Provided that Tenant is not in default under this Lease, and that this Lease has not been terminated as provided for hereunder, the Term of the lease shall automatically extend for two additional five-year terms.

3. **Rental.** The Tenant shall pay One Dollar (\$1.00) per year during the Term of the Lease. The first such payment shall be payable upon execution of this Lease, and each such subsequent payment shall be made on or before the first day of each calendar year during the Term commencing on January 1, 2022 and each year thereafter. All Rent and other payments required by this Lease shall be made to the Village's Clerk-Treasurer at N122W17001 Mequon Road, Germantown, WI 53022. The Rent and other payments shall be paid to the Landlord without notice or demand and without abatement.

4. **Condition of Premises.** No representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition of the Premises, or as to the use that may be made of the Premises. In no event shall the Landlord be responsible or liable for any defect in the Premises or for any limitation on its use.

5. **Taxes.**

A. **Real Estate Taxes.** Tenant and Landlord expect that the Premises will be exempt from real property taxation by virtue of the ownership and use of the same. In the event that the Premises are not exempt from real property taxation, either party may terminate this Lease provided that in all events, Tenant shall pay any real estate taxes imposed. Tenant shall have the right to contest or review all or any real estate tax assessed against Tenant by legal proceedings.

B. **Other Taxes.** The Tenant shall pay all personal property, sales and use taxes due as a result of the operations conducted at the Premises and, in addition, all license, permit, occupational and inspection fees assessed or charged against the Premises by reason of the Tenant's use or occupancy of the Premises during the entire Term of this Lease. The Tenant shall hold the Landlord harmless from any loss, damage, or expense arising out of or by reason of any charges specified herein.

6. Licenses. The Tenant shall obtain, pay for and keep current, all permits and licenses necessary for the operations contemplated herein and covenants not to violate any of the terms thereof, and agrees to hold the Landlord harmless from any costs resulting from failure by it to comply therewith.

7. Use of Premises; Non-Discrimination.

A. Prohibited Activities. The Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or the Land, or do or permit anything to be done on the Premises or the Land, in any manner (i) which causes or is liable to cause injury to the Premises or any equipment, facilities or systems therein; (ii) which constitutes a violation of the laws and requirements of any public authorities or the requirements of insurance bodies; or (iii) which impairs or tends to impair the proper economic maintenance, operation and repair of the Premises and/or its equipment, facilities or systems.

B. Non-Discrimination. Neither Landlord nor Tenant shall discriminate against any employee, applicant for employment, customer, visitor, or the like, because of race, color, national origin, age, gender, or handicap.

8. Repairs and Maintenance.

A. Tenant Obligations. The Tenant shall not cause or permit any waste, damage or injury to the Premises beyond ordinary wear and tear. Tenant shall not make any major interior, exterior, or aesthetic alterations to the Buildings without first obtaining the written approval of the Landlord on each occasion, which approval shall not be unreasonably withheld. The Tenant shall be responsible for: (i) bearing any and all associated costs for any part of the Premises needing repairs or maintenance as a result of intentional or negligent conduct on behalf of the Tenant; (ii) any and all costs associated with any event the Tenant holds on the Premises; and (iii) restoring the Premises to clean and good condition including but not limited to janitorial services, litter control, and garbage removal following any event hosted by the Tenant.

B. Landlord Obligations. Landlord shall at its cost and expense make all repairs and maintenance to the interior, exterior and structural components of the Premises including but not limited to the plumbing, electrical, heating, ventilation and air conditioning systems, water, sewer, roof, foundation and other structural or mechanical components of the Premises, and any sidewalks and other paved or concrete areas adjacent to or leading to the Premises.

9. Indemnification & Liability. Each party shall indemnify and hold the other harmless from all loss and damage occasioned by the negligent use or maintenance of the Premises, or by any nuisance made or suffered on the Premises, to the extent that each is responsible therefore whether pursuant to its obligations hereunder, or as a result of any negligent or intentional act by such party, its servants, agents, employees, licensees or invitees. Notwithstanding the foregoing, under no circumstances shall the Landlord, nor any agent or employee of the Landlord, be liable for (a) loss of or damage to any property of the Tenant, or

of any other person, entrusted to any of the Landlord's agents or employees, (b) loss of or damage to any property of the Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, heat, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from any part of the Premises or from the pipes, appliances or plumbing system, or from the roof, street or subsurface or any other place or by dampness, or from any other cause whatsoever, (d) any such damage caused by other occupants or persons in the Premises or by construction of any private, public or quasi-public work, or (e) any latent defect in the Premises. Nothing contained within this Lease is intended to be a waiver or estoppel of the Landlord or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Landlord or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

10. Assignment, Subletting and Mortgages. Tenant shall not assign nor sublet the whole or any part of the Premises without Landlord's prior written consent in each instance, which consent may be withheld at the sole discretion of Landlord.

11. Insurance.

A. Tenant's Insurance. During the Term, Tenant shall procure and maintain at its sole expense appropriate levels of insurance coverage to include worker's compensation, commercial general liability, hired and non-owned auto liability, umbrella liability and/or renters or contents insurance. Tenant shall not use or occupy the Premises until proof of insurance required has been provided in writing to Landlord. Tenant shall provide Commercial General Liability and Umbrella Liability insurance for its activities on the Premises, and may, in Tenant's sole discretion, obtain Property Insurance as follows:

i. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 including coverage for Premises and Operations liability, Products and Completed Operations, Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

a. Each Occurrence limit	\$1,000,000
b. Personal and Advertising Injury limit	\$1,000,000
c. General aggregate limit (other than Products-Completed Operations) per location	\$2,000,000
d. Products-Completed Operations aggregate	\$2,000,000
e. Fire Damage limit - any one fire	\$50,000
f. Medical Expense limit - any one person	\$5,000

ii. Umbrella Liability providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$1,000,000 each occurrence and \$1,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by Landlord.

iii. Applicable Requirements and Provisions for Liability Insurance

a. Primary and Non-contributory requirement. All insurance must be primary and non-contributory to any insurance or self-insurance carried by Landlord.

b. Acceptability of Insurers. Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.

c. Additional Insured Requirements. The Village of Germantown, and its officers, council members, agents, employees, and authorized volunteers must be named as additional insureds on all liability policies for liability arising out of leased premises. The Commercial General Liability, and Umbrella Policies shall include the above-named parties as additional insured using ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalents. Coverage must include "joint negligence" coverage. The Commercial General Liability general aggregate limit must apply "per location". This additional insured requirement does not apply to Worker's Compensation/Employer liability coverage.

d. Waivers of Subrogation. All Tenant liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the Village of Germantown, its officers, council members, agents, employees, and authorized volunteers.

e. Deductibles and Self Insured Retentions. Any deductible or self-insured retention in the lessee's policy must be declared to the Landlord and satisfied by the Tenant.

f. Evidences of Insurance. Prior to using or occupying the leased premises the lessee shall file with the Landlord a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's authorized representative evidencing the coverage required by this agreement. All additional insured forms must be attached to the certificate of insurance. The Commercial General Liability "per location" form must also be attached to the certificate of insurance or shown on the certificate of insurance.

g. Limits and Coverage. The insurance requirements under this Lease shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Tenant under this Lease.

h. Claims Made Coverage. If any coverage is maintained on a claims-made basis, the following shall apply:

(i) The retroactive date must be shown, and must be before the date of this Lease.

(ii) Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of this Lease.

(iii) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Lease, Tenant must purchase an extended reporting period for a minimum of three years after completion of this Lease.

i. [Intentionally Deleted]

j. Cancellation/Non-Renewal. No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to Landlord, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

iii. Tenant, in its discretion, may maintain Property Insurance ("renter's insurance" or the like) on their owned, leased or borrowed personal property (including property of employees) and personal property in the care, custody and control of the Tenant that is kept, stored or maintained on the Premises. The Landlord shall not be liable for any damage, loss, loss of use, or extra expense to such property including business income from any cause whatsoever, including theft, fire or flood damage, and environmental hazards.

B. Landlord Insurance. Landlord agrees to maintain building insurance for the structures on the Premises, and insurance against loss or damage by fire and other risks which are customarily comprehended by the term "extended coverage" in endorsements to fire insurance policies, in amounts not less than the replacement value of the improvements thereon. Such insurance shall not cover Tenant's property, which shall be Tenant's sole responsibility as provided for above.

12. Compliance with Laws. The Tenant shall, at its own cost and expense: (a) comply with all governmental laws, ordinances, orders and regulations affecting the Land and the Premises now in force or which hereafter may be in force; (b) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, and other organizations establishing insurance rates; and (c) not suffer, permit, or commit any waste or nuisance.

13. Fire or Casualty. In the event the Premises are partially or totally destroyed by fire or other casualty, this Lease shall immediately terminate with no continuing obligations on the part of either party.

14. Eminent Domain. In case all or part of the Premises is taken by the exercise of the power of eminent domain or similar authority by whatever name called, then this lease shall immediately terminate with no continuing obligations on the part of either party. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by the Tenant.

15. Security. The Tenant shall have the option for providing a reasonable level of security for the Premises, considering the nature of the events and activities conducted at the Premises and incur all liability as a result of failure to provide a reasonable level of security. Tenant shall be responsible for payment of all costs and expenses related to security.

16. Access to Premises.

A. Inspection. The Landlord shall have the right to enter upon the Premises at reasonable times upon reasonable notice, or at any time during an emergency, for the purpose of maintaining the Premises and/or inspecting the same for compliance with this Lease.

17. Default.

A. Tenant's Default. This Lease is on the condition that: (i) if Tenant shall default in the performance of any of its obligations hereunder, including the payment of rent, and if such default shall continue for ten (10) days after written notice from Landlord designating such default, or (ii) if any assignment shall be made by Tenant for the benefit of creditors, or (iii) if Tenant's leasehold interest shall be taken on execution, or (iv) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U. S. Code is filed by Tenant or if such a petition is filed against Tenant and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter declare this Lease terminated and the Term ended and may exercise all remedies available under Wisconsin Law.

B. Landlord's Default. If Landlord defaults in the performance or observance of any agreement or condition contained in this Lease to be performed or observed by it, and does not cure such default within a reasonable time under the circumstances, but in no event more than thirty (30) days after notice in writing from Tenant specifying the default (or does not commence such cure within said period and thereafter prosecute same to completion with due diligence), then tenant may, as its sole available remedy, terminate this lease and vacate the premises without further obligations hereunder.

18. Attorney Fees. The Landlord and/or Tenant shall, upon success, be entitled to reasonable attorneys' fees in the event that either of them shall retain an attorney to enforce the provisions of this Lease or because of the breach of any other covenant herein contained on the part of the other party to be performed.

19. Quiet Enjoyment. The Landlord hereby warrants that it has full authority to execute this Lease and agrees that the Tenant, upon paying rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Premises during the Term hereof, subject to all existing easements, restrictions and covenants of record.

20. Use of Surrounding Park. Landlord and Tenant acknowledge that the Premises are contained within Dheinsville Park (the "Park"), a publicly accessible park maintained by the Village. Use of the Park shall be as follows:

A. The Tenant shall generally have the right to utilize the Park to allow for parking and access between the various buildings that make up the Premises.

B. Landlord shall have the right to utilize all areas of the Park, including areas immediately surrounding the Premises, at all times except as provided in Paragraph C below. Explicit in this right includes the ability to host community events within the Park which may prohibit access to the Premises. Any such event shall require at least 60- day's notice to Tenant. Further, Tenant acknowledges that certain events including the Landlord's rental of the Dheinsville Festhalle to third parties and/or sporting activities (e.g., soccer) within the Park may conflict with Tenant's access to the Premises including limiting parking availability.

C. In addition to the use of the Premises during the Term, this Lease shall allow the Tenant the exclusive use of the full Park, including the Dheinsville Festhalle, from the Monday prior to the Oktoberfest event till the Wednesday after the Oktoberfest event, for the annual Oktoberfest event over the last full weekend of September. The use of the Park is included in the rent called for under this Lease. In addition the scheduling office will not schedule any type public festivals or competing type events two weeks prior to the Oktoberfest event. However, the Landlord reserves the right to require additional or increased insurance coverage from Tenant during this event.

21. Entire Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Land and becomes effective as a lease only upon execution and delivery thereof by the Landlord to the Tenant.

22. No Waiver. No waiver of default hereunder shall be implied from any omission by a party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Partial Invalidity. The invalidity or unenforceability of any provision hereof in a particular instance shall not affect or impair any other provisions or that provision in other instances.

24. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, overnight delivery service or personal service directed to the other party at the address designated below, or such other address as either party may designate by notice given from time to time in accordance with this Paragraph. Notices shall be effective when received by the designated party.

Notice to the Landlord and the Tenant shall be as follows:

Landlord:	Village of Germantown N112 W17001 Mequon Road Germantown, Wisconsin 53022 Attn: City Administrator
Tenant:	Germantown Historical Society Post Office Box 31 Germantown, WI 53022 Attention: President

25. No Mechanic's Liens. The Tenant shall not allow any mechanic's or materialmen's liens to stand against the Land or the Premises relating to work performed at the request of the Tenant. All work shall be done in a good and workmanlike manner employing materials of good quality. The Tenant shall hold the Landlord harmless and shall indemnify the Landlord for all injury, loss, claims or damages to any person or property occasioned by or growing out of said work and for all costs therefor.

26. Performance. In the event the Landlord or Tenant fails to perform any of its obligations or pay any amounts that is its responsibility to perform or pay hereunder, the other party shall be permitted, but shall not be obligated, to perform or pay the same and bill the party who failed to perform or pay. The nonperforming party shall reimburse the other party upon demand.

27. Holdover. In the event the Tenant remains, with the consent of the Landlord, in possession of the Premises after the expiration of this Lease, and without any renewal or extension hereof having been agreed to in writing, the Tenant shall be deemed to be occupying the Premises as a Tenant on a month-to-month basis. All other obligations contained herein shall continue to be applicable to such month-to-month tenancy

28. Termination. Notwithstanding any other provision of this Lease, this Lease may be terminated at any time by either party upon not less than sixty (60) days written notice to the other party.

29. Force Majeure. The Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond the Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war,

war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, inability to obtain any material services or financing or through acts of God.

30. Headings. The headings of the several Paragraphs contained herein are for convenience only and do not affect or impair any other provision.

31. Governing Law. This Lease shall be interpreted and governed under the laws of the State of Wisconsin and Washington County shall be the forum for any litigation hereunder.

32. Binding Effect. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

In Witness Whereof, the parties hereto have caused these presents to be duly executed on the date first above written.

[LANDLORD SIGNATURE BLOCK FOLLOWS ON NEXT PAGE]

Landlord:

VILLAGE OF GERMANTOWN

By: _____

Name Printed: Dean M. Wolter

Its: President

Attest: _____

Name Printed: Deanna Braunschweig

Its: Clerk Treasure

STATE OF WISCONSIN)

) ss.

COUNTY OF WASHINGTON)

Personally appeared before me this ____ day of March, 2022, the above-named Dean M. Wolter and Deanna Braunschweig, the President and Clerk Treasurer, respectively, of the Village of Germantown, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said 10 municipality.

Print Name: _____

Notary Public, _____ County State of Wisconsin

My commission: _____

Approved as to Form:

Brian C. Sajdak,
Village Attorney

[TENANT SIGNATURE BLOCK FOLLOWS ON NEXT PAGE]

Tenant:

GERMANTOWN HISTORICAL SOCIETY

By: _____

Name Printed: _____

Its: _____

Attest: _____

Name Printed: _____

Its: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF _____)

Personally appeared before me this ____ day of March, 2022, the above-named _____ and _____, the _____ and _____, respectively, of the Germantown Historical Society, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said corporation. Print Name: Notary Public, _____ County State of Wisconsin My commission:

Print Name: _____

Notary Public, _____ County

State of Wisconsin

My commission: _____



Village of



Germantown

TID #9 Feasibility Summary

Phil Cosson, Senior Municipal Advisor

Jonathan Schatz, Municipal Advisor



Initial Concept

- Development of site to include the Village's new Department of Public Works (DPW) garage and future site for industrial development.
 - Development financing assumes the creation of a new Industrial Tax Incremental District (TID).
 - Village will finance purchase of site (approximately \$5.6 million) and public improvements to both the DPW Garage site and the overall area to establish infrastructure (approximately \$6.5 million).
 - Portion of Village debt within the TID will be paid back through increment generated by developments on the non-Village sites and through land sale revenues produced from the sale of the non-Village sites.
-



TID #9 Overview

- The analysis presented here includes the TID-only portion of expected costs. Village-financed costs related to the DPW Garage will be financed outside of the TID and their impacts are not quantified here.
- **Industrial TID** –
 - ✓ Minimum of 50% acreage zoned and suitable for industrial development
 - ✓ Maximum Life is 20 years (expenditure period is 15 years)
- Total site is 103 acres, 26.3 acres will be separated for DPW garage
- Cashflow shows residual incremental income for flexibility on future uses in the district.



Village of Germantown

Tax Increment District #9

Estimated Project List

Project ID	Project Name/Type	TID Eligible	Total
1	Public Improvements - Offsite	2,140,898	2,875,000
2	Public Improvements - Onsite	2,680,777	3,600,000
3	Future Development Incentive	1,000,000	1,000,000
4	Land Acquisition	4,182,440	5,616,575
5	Professional Services	50,000	50,000
Total Projects		<u>10,054,115</u>	<u>13,141,575</u>

Notes:

Note 1 Project costs are estimates per Village staff.

Note 2 Breakdown is determined by acreage for public works building vs. industrial development.

Note 3 Costs for non-TID portion are not included in this model.

Draft



Village of Germantown

Tax Increment District #9

Development Assumptions

Construction Year		Building 1 ¹	Building 2 ²	Building 3 ³	Annual Total	Construction Year	
1	2022	5,000,000			5,000,000	2022	1
2	2023	15,800,000			15,800,000	2023	2
3	2024		5,000,000		5,000,000	2024	3
4	2025				0	2025	4
5	2026			5,000,000	5,000,000	2026	5
6	2027				0	2027	6
7	2028				0	2028	7
8	2029				0	2029	8
9	2030				0	2030	9
10	2031				0	2031	10
Totals		<u>20,800,000</u>	<u>5,000,000</u>	<u>5,000,000</u>	<u>30,800,000</u>		

Notes:

¹Building 1 - Assumes a 416K SF building with a construction value of \$50 per SF completed in 2023. Minimum value of \$20.8M.

²Buildings 2 - Assumes a 100K SF constructed at a value of \$50 per SF completed in 2025. Minimum value of \$5M.

³Building 3 - Assumes a 100K SF building with a construction value of \$50 per SF, completed in 2026. Minimum value of \$5M.

Draft

- Estimated development of non-DPW sites to include approximately 516,000 SF of industrial space valued at \$50/SF.
- We estimate 3 buildings being constructed for a total fully developed value of \$30.8 million by 2026.



Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	0
Creation Date	April 1, 2022	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2022	Base Tax Rate	\$16.70
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Periods/Termination	15 4/1/2037		
Revenue Periods/Final Year	20 2043		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.00%
Adverse Impact Eligibility		Taxable Discount Rate	4.00%
Recipient District	No		

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2022	5,000,000	2023	0	5,000,000	2024	\$16.70	83,493
2	2023	15,800,000	2024	0	20,800,000	2025	\$16.70	347,330
3	2024	5,000,000	2025	0	25,800,000	2026	\$16.70	430,823
4	2025	0	2026	0	25,800,000	2027	\$16.70	430,823
5	2026	5,000,000	2027	0	30,800,000	2028	\$16.70	514,316
6	2027	0	2028	0	30,800,000	2029	\$16.70	514,316
7	2028	0	2029	0	30,800,000	2030	\$16.70	514,316
8	2029	0	2030	0	30,800,000	2031	\$16.70	514,316
9	2030	0	2031	0	30,800,000	2032	\$16.70	514,316
10	2031	0	2032	0	30,800,000	2033	\$16.70	514,316
11	2032	0	2033	0	30,800,000	2034	\$16.70	514,316
12	2033	0	2034	0	30,800,000	2035	\$16.70	514,316
13	2034	0	2035	0	30,800,000	2036	\$16.70	514,316
14	2035	0	2036	0	30,800,000	2037	\$16.70	514,316
15	2036	0	2037	0	30,800,000	2038	\$16.70	514,316
16	2037	0	2038	0	30,800,000	2039	\$16.70	514,316
17	2038	0	2039	0	30,800,000	2040	\$16.70	514,316
18	2039	0	2040	0	30,800,000	2041	\$16.70	514,316
19	2040	0	2041	0	30,800,000	2042	\$16.70	514,316
20	2041	0	2042	0	30,800,000	2043	\$16.70	514,316
Totals		30,800,000		0		Future Value of Increment		9,521,527

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).



Village of Germantown

Tax Increment District #9

Estimated Financing Plan

	G.O. Bond 2022	Note Anticipation Note 2022	Totals
Projects			
Public Improvements - Offsite	2,140,898		2,140,898
Public Improvements - Onsite	2,680,777		2,680,777
Land Acquisition (TID PORTION)	0	4,182,440	4,182,440
Total Project Funds	4,821,675	4,182,440	9,004,115
Estimated Finance Related Expenses	124,770	73,625	198,395
Financial Advisor	26,000	24,000	50,000
Bond Counsel	16,000	15,000	31,000
Rating Agency Fee	18,500	12,500	31,000
Paying Agent	850	850	1,700
Underwriter Discount	12.00 63,420	5.00 21,275	84,695
Capitalized Interest	343,525	0	343,525
Total Financing Required	5,289,970	4,256,065	9,546,035
Estimated Interest	0.25% (5,023)	0.25% (1,743)	(6,765)
Assumed spend down (months)	5	2	0
Rounding	53	678	731
Net Issue Size	5,285,000	4,255,000	9,540,000
Notes:			



Village of Germantown

Tax Increment District #9

Cash Flow Projection - Preliminary

Year	Projected Revenues						Expenditures								Balances			Year		
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Debt Proceeds	Land Sale Revenue TID Portion	Total Revenues	G.O. Bond 5,285,000			Note Anticipation Note 4,255,000			Future Capital Exp. Or Dev.		Admin.	Total Expenditures	Annual		Cumulative	Principal Outstanding
							Dated Date: Principal	08/01/22 Est. Rate	Interest	Dated Date: Principal	08/01/22 Est. Rate	Interest	Exp. Or Dev. Incentives	TID Infrastructure						
		0.20%					Note 1													
2022			343,525	9,540,000	3,388,204	13,271,729				4,260,000	3.50%	74,550		4,821,675		9,156,225	4,115,504	4,115,504	5,285,000	2022
2023		8,231				8,231			171,763						20,000	191,763	(183,531)	3,931,973	5,285,000	2023
2024	83,493	7,864				91,357			171,763						5,000	176,763	(85,406)	3,846,567	5,285,000	2024
2025	347,330	7,693				355,023	100,000	3.25%	170,138						5,000	275,138	79,886	3,926,453	5,185,000	2025
2026	430,823	7,853				438,676	200,000	3.25%	165,263						5,000	370,263	68,414	3,994,867	4,985,000	2026
2027	430,823	7,990				438,813	200,000	3.25%	158,763						5,000	363,763	75,050	4,069,917	4,785,000	2027
2028	514,316	8,140				522,456	200,000	3.25%	152,263						5,000	357,263	165,193	4,235,111	4,585,000	2028
2029	514,316	8,470				522,786	200,000	3.25%	145,763						5,000	350,763	172,024	4,407,134	4,385,000	2029
2030	514,316	8,814				523,130	200,000	3.25%	139,263						5,000	344,263	178,868	4,586,002	4,185,000	2030
2031	514,316	9,172				523,488	200,000	3.25%	132,763						5,000	337,763	185,726	4,771,728	3,985,000	2031
2032	514,316	9,543				523,860	200,000	3.25%	126,263						5,000	331,263	192,597	4,964,325	3,785,000	2032
2033	514,316	9,929				524,245	200,000	3.25%	119,763						5,000	324,763	199,482	5,163,807	3,585,000	2033
2034	514,316	10,328				524,644	350,000	3.25%	110,825						5,000	465,825	58,819	5,222,626	3,235,000	2034
2035	514,316	10,445				524,761	350,000	3.25%	99,450						5,000	454,450	70,311	5,292,937	2,885,000	2035
2036	514,316	10,586				524,902	400,000	3.25%	87,263						5,000	492,263	32,639	5,325,576	2,485,000	2036
2037	514,316	10,651				524,967	400,000	3.25%	74,263						5,000	479,263	45,705	5,371,281	2,085,000	2037
2038	514,316	10,743				525,059	400,000	3.25%	61,263						5,000	466,263	58,796	5,430,077	1,685,000	2038
2039	514,316	10,860				525,176	400,000	3.25%	48,263						5,000	453,263	71,914	5,501,991	1,285,000	2039
2040	514,316	11,004				525,320	400,000	3.25%	35,263						5,000	440,263	85,058	5,587,049	885,000	2040
2041	514,316	11,174				525,490	450,000	3.25%	21,450						15,000	486,450	39,040	5,626,089	435,000	2041
2042	514,316	11,252				525,568	435,000	3.25%	7,069							442,069	83,500	5,709,588	0	2042
2043	514,316	11,419				525,735										0	525,735	6,235,324	0	2043
Total	9,521,527	202,161	343,525	9,540,000	3,388,204	22,995,417	5,285,000		2,198,869	4,260,000		74,550	0	4,821,675	120,000	16,760,094				Total

Notes:

1 Assumes the debt payment for the TID only Portion of the infrastructure.



TID Creation – Sample Timeline

- Feasibility Phase – Feb/March 2022
- Assumes VB gives green light March 8th
- Initial Joint Review Board (JRB) and Plan Commission Public Hearing – April 11th
- Village Board Action – May 2nd
- Final JRB – May 16th

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

MEETING DATE: March I, 2022

AGENDA ITEM: New Business

ITEM TITLE: Discussion Holy Hill Road Reconstruction

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

SUMMARY EXPLANATION:

Plans for the reconstruction of Holy Hill Road started with the conception of TIO #8 and was included in the TIO #8 Financial Plan. Although the original plan only included reconstruction as a 4-lane road from approximately "B" Street to the east boundary of the Briggs & Stratton Building and from this point to Goldendale Rd as a 2-lane roadway. This plan was altered by two things: First being an unplanned increase in the success of TIO #8 and Second the Traffic Analysis Report that called for the increased traffic lanes due to the number of buildings being constructed in TIO #8. The 4-lane roadway was planned for the future but is needed now.

Highlights of the Final Design (see attached) is a 4-lane divided roadway (18-foot median) with a 10' concrete mixed-use path on the southside and a 6' sidewalk on the north side, streetlights in the median and traffic lights at Goldendale Rd. In addition, planned but not constructed at this time are future intersections for a frontage road at "B" street north and a frontage road to the south at the self-storage driveway. Storm water outfalls into the storm water pond that is located on the Capstone-41 Development.

As a reminder the Village of Germantown received a \$1 million Grant from the State of Wisconsin to be used towards the reconstruction of Holy Hill Rd.

Project is currently advertised for bids with bid opening on March 2, 2022

ATTACHMENT: ORDINANCE__ RESOLUTION__ OTHER XX

- Overview of Holy Hill Rd Reconstruction

RECOMMENDATION:

Discussion



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