

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, MARCH 21, 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 #: 2553 180 6662 Password: CJwyHcCM323 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=m93eeb00202e7be61bd6a9a0de07fce06>

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 21.

VII. CONSENT AGENDA:

A. Approval of Minutes March 7, 2022, Meeting.

B. Accounts payable/payroll:

1.	March 4, 2022	Accounts Payable	\$ 269,213.69
2.	March 11, 2022	Accounts Payable	\$ 228,239.70
3.	March 15, 2022	Payroll	\$ 251,310.66

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

C. Fire Department – Purchase of SCBA’s (Self Contained Breathing Apparatus), from Five Alarm Fire and Safety not to exceed \$270,300.

VIII. UNFINISHED BUSINESS

A. Department of Public Works Building Tax Increment District (TID) Feasibility Study.

IX. PUBLIC HEARINGS:

A. Katelyn LeTourneau & Kevin Schodron, N120W15515 Freistadt Road, Tax Key GTNV 232-991; Historic Designation Pursuant to Section 26.06 of the Germantown Municipal Code.

X. NEW BUSINESS:

A. Ordinance 03-2022, Amend the Official Zoning Map and Zoning Code and Adopt Historic Structure Designation, for the Buildings located at N120 W15515 Freistadt Road, Katelyn LeTourneau and Kevin Schodron.

B. Ordinance 04-2022, Repealing and Amending Chapter 13.37 relating to Wastewater Measurement and Sampling – elimination of the Summer Sewer Credit for the Second Quarter Billing and change to Third Quarter Summer Sewer Credit Calculation.

C. Century Lane Assessment for Right-of-Way Acquisition in an amount not to exceed \$9,000

D. Presentation on Potential Intergovernmental Agreement with the Village of Richfield for Sewer and Water Services

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, April 4, 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
MARCH 7, 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 Pieper joined prior to closed session. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Retzlaff, Director Ratayczak, Director Smith, Superintendent Zimmerman, Manager Hirn, Associate Planner Zandt, and Manager Uselding.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Congratulations to the Germantown High School ladies basketball team.

**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:

Mia Fest will be on May 20 – May 22nd in the Marketplace parking lot near Life Church and Starbucks.

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

None.

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.

Motion (Myers/Hudson) Consent agenda items, A-H. Roll Call Vote carried unanimously.

UNFINISHED BUSINESS:

A. Village Board 2022 Goals.

Village Administrator Kreklow gave history on the goals from a past meeting and reviewed and read a memo on the subject. Four goals were reported on.

1. Maintain or 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.

Objectives were reported on from the memo.

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.

Discussion ensued of the outline of retention for employees and a past memo and separation of full and part time employees. Discussion ensued of the baseline as 90.7 and timing of the surveys.

Discussion ensued of the importance of the utility billing system and see Click Fix.

Discussion ensued of using the fourth of July activities for the communication of the land use plan and See Click Fix.

Discussion ensued of the overall intent: The Village Board may adopt or modify the objectives to use going forward. These goals would become the Village Administrator's goals and then roll to department directors and employees.

Motion (Myers/R. Miller) approve the goals and objectives as presented.

Amendment Motion (Hudson/Neureuther) to define what needs improvement in each of the five areas, anything less than 90.7% needs improvement. Motion carried unanimously.

Amendment Motion (J. Miller/Neureuther) to change 5C to July 31 instead of June 30 with four public hearings. This includes a booth at the fourth of July. Motion carried unanimously.

Motion (Hudson/Myers) to amend to complete the Utility Billing System 20% underbudget as exceeds expectations, completed 50% under budget as outstanding, and as budgeted as satisfactory. Needs improvement as anything after December 31. Motion carried unanimously.

Motion Kaminski to move #3 objective to under #1 goal. Motion withdrawn.

Motion (J. Miller/Neureuther) to improve communication by re upping the quarterly newsletter by April 1st, electronic message board maintained on a weekly basis, and to identify person in charge of the website and design the website to be easier to use by June 30. Motion carried unanimously.

Motion carried as amended unanimously.

B. Resolution 12-2022, Allocation of American Rescue Plan Funding.

Budget Manager Uselding reported on the staff recommendations. Discussion ensued of the items including road paving, could reduce debt service for the roads by using the ARPA funding. Village Administrator reported on the items.

Motion (Kaminski/J. Miller) to approve premium pay of 1,500 per employee or \$250,000 as the pool of funds to be determined. Full - time at 1,500, part – time employees and election workers less. The detail and pro ration disbursement would go back to General Government and Finance. Roll Call Vote carried 6-2. Trustees Baum and Hudson voted no.

Motion (Baum/Neureuther) Elimination of the Village Hall Improvements and Library Expansion and put all to the Police Department Building.

Discussion ensued of Village Hall Improvements was the traffic flow, modification of walls, and modification of plexy glass.

Discussion ensued of the general direction of how the Village Board would like the expenditures. You can put into broad categories. We do not have to report until money is actually spent.

Discussion ensued of the Police Department building upgrades.

Amendment Motion (Kaminski/R. Miller) to send the building items back to General Government and Finance as 500,000 to a building fund and to include the Library, Village Hall, Police Building, and 50,000 from the Street Trees.

Motion (R. Miller/Kaminski) to move \$250,000 to road paving from COVID Premium Pay.

Discussion ensued to use the funds to the Water Infrastructure and the increase to the water bills. Using to water infrastructure would not have impact to the water bills. It would assist in infrastructure but would not impact the water bills.

Discussion ensued of using the funds for the Fire Department or Police Department positions. Estimates of addition one police officer is about \$108,000 and does not include a vehicle, the addition of one Firefighter was slightly less at 90,000.

Motion (Kaminski/R. Miller) to approve Resolution 12-2022, Allocation of American Rescue Plan Funding. Roll Call Carried 5-3. J. Miller, Hudson, and Myers voted no.

The eligible costs are to be obligated by December of 2024 and expended by December of 2026.

PUBLIC HEARING:

A. None.

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.

Motion (Myers/Hudson) to approve 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. Motion carried unanimously.

- B. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing 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.

Motion (Myers/R. Miller) to approve Matteo's, W156N11058 Pilgrim Road, Karla M Cortes. Premise description includes bar area, main dining area, and during summer outdoor patio area conditional upon completion of all documentation, compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted. Motion carried unanimously.

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

Motion (Myers/Hudson) to approve Police Department Restructuring of Lieutenant Position with Sergeant. Motion carried unanimously.

- 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.

Motion (Myers/Hudson) to approve 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. Motion carried unanimously.

- E. Germantown Historical Society Dheinsville Park Lease Agreement.

Motion (Myers/Hudson) to approve Germantown Historical Society Dheinsville Park Lease Agreement. Motion carried unanimously.

- F. Department of Public Works Building Tax Increment District (TID) Feasibility Study.

The Village Administrator Kreklow reported on the updates that included the grading. Jonathan Schatz of Ehlers distributed detail of the study. The infrastructure costs have an increase of about 4.2 million dollars. The cash flow and borrowing were also shown. The annual and cumulative numbers show an in balance. There are ways to go back to the drawing board to mitigate the costs. A timeline was included.

This presents an obstacle for the DPW and there are timelines and time constraints. The Village may need to go back to the sellers and communicate the costs to prepare the land, may need to modify. The item will come back to future meetings.

- G. Presentation of Holy Hill Reconstruction and Award Contract for Holy Hill Reconstruction Project.

Holy Hills is being reconstructed and east through Goldendale Road. This will be a four line divided highway with street lights down the median. Some items allowed for a full intersection. Lined up as a four lane to Freistadt Road. This allows for a major project to the north.

Bids were opened on March 2nd. The item previously was recommended by the Board of Public Works earlier this evening.

Motion (R. Miller/Hudson) to approve bid with Michaels Construction Road and Stone at \$4,149,898, with a contingency 207,450. Total 4,357,348.85. This is TID 8 funds. Roll Call Vote Carried.

- 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.

Motion (Myers/J. Miller) to Convene into closed session for item H. at 9:50 p.m. to include the Village Board Community Development Staff, Village Attorney, and Village Administrator. Roll Call Vote Carried Unanimously.

Motion (J. Miller/Hudson) to Convene into closed session for item I. to include the Village Board, Village Attorney, Village Administrator, and Support Services Manager. Roll Call Vote Carried Unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 11:00 p.m.

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

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

The Business of the Germantown Public Safety Committee

Submitted by: Chief John Delain

Agenda Item: New Business

Meeting Date: 3/7/2022

Item Name: SCBA Purchase

Agenda item description:

For the 2022 budget \$275,000.00 was budgeted to replace our Self Contained Breathing Apparatus. These are the air tanks we wear into a fire that allows us to breathe clean air. Our current SCBA's are at the end of life and need to be replaced. GFD is requesting to purchase SCBAs from 5Alarm fire and safety for \$270,300.00.

Back up included: XX____ yes No____



350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: SAME AS BELOW

Invoice To: VILLAGE OF GERMANTOWN FD
N115W18752 EDISON DR
GERMANTOWN WI 53022-3136

Attention: . JOHN DELAIN

Branch 16 - DELAFIELD, WI		
Date 01/21/2022	Time 15:08:11 (O)	Page 1
Account No GERMA008	Phone No 2625024701	Est No 03 000809
Ship Via		Purchase Order MSA G1 SCBA
Tax ID No		
		Salesperson 326 / 338

QUOTE EXPIRY DATE: 03/31/2022

QUOTE - ORDER ACKNOWLEDGEMENT

Part#	Description	U	Qty	Price	Amount
A-G1FS-424MA2C5LAR	MSA G1 SCBA- 45		28	6845.00	191660.00
	MSA G1 SCBA- 4500PSI				
	CGA THREADED CONNECTION, SERV,				
	TUNNEL W/CHST STRP, METAL BAND				
	ADJ.SWVL LMBR, SOLID COVER REG				
	CONTINUOUS REG HOSE, REMOTE QFW/HOSE &				
	POUCH, SPEAKER LEFT CHEST				
	PASS RIGHT SHLDR, RECHARGEABLE BATTERY				
10175707	MSA G1 H30 CYLI		56	963.00	53928.00
	MSA G1 H30 CYLINDER W/QC ADPT				
10183992	MSA G1 PROTECTI		10	61.50	615.00
	MSA G1 PROTECTIVE CAP KIT				
	66 SCF 45 MIN LOW PRO CYLINDER				
10161810.5A	MSA G1 MD FCPC		32	295.00	9440.00
	MSA G1 MEDIUM FACEPIECE 4PT				
	W/ NECKSTRAP-5A STOCK				
10126742-5A	5 ALARM BLACK F		32	15.00	480.00
	5 ALARM BLACK FACEPIECE BAG				
10162403 KIT	MSA G1 QUICK CO		4	438.00	1752.00
	MSA G1 QUICK CONNECT ADAPT KIT				
	INCLUDES 347CGA FITTING				
	MNPT X MNPT FITTING				
	FOR FILL STATION				
10158385	MSA G1 CHARGING		1	680.00	680.00
	MSA G1 CHARGING STATION-6 BANK				
10148741-SP	MSA G1 LITHIUM		6	351.00	2106.00
	MSA G1 LITHIUM BATTERY PACK				
10083875	MSA M7/G1 ACCOU		18	39.00	702.00
	MSA M7/G1 ACCOUNTABILITY TAGS				
10158407	MSA G1 RFID REA		1	638.00	638.00
	MSA G1 RFID READER/WRIter				
10186214	MSA G1 RFID CON		1	524.00	524.00
	MSA G1 RFID CONTACTLESS				



350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: SAME AS BELOW

Invoice To: VILLAGE OF GERMANTOWN FD
N115W18752 EDISON DR
GERMANTOWN WI 53022-3136

Attention: . JOHN DELAIN

Branch 16 - DELAFIELD, WI		
Date 01/21/2022	Time 15:08:11 (O)	Page 2
Account No GERMA008	Phone No 2625024701	Est No 03 000809
Ship Via	Purchase Order MSA G1 SCBA	
Tax ID No		
		Salesperson 326 / 338

QUOTE EXPIRY DATE: 03/31/2022

QUOTE - ORDER ACKNOWLEDGEMENT

Part#	Description	U	Qty	Price	Amount
READER WRITER					
10149702-SP	MSA G1 QD ADAPT		4	68.00	272.00
MSA G1 QD ADAPTER 4500PSI					
10206313	MSA G1 RIT SYS		1	4418.00	4418.00
MSA G1 RIT SYSTEM 4500 QD					
W/ FACEPIECE, REGULATOR					
6' QFILL & EXTENDAIRE II					
REMOTE GAUGE AND URC FITTING					
** LESS CYLINDER **LESS BAG					
10156426-SP	MSA G1 H60 CYLI		1	1382.00	1382.00
MSA G1 H60 CYLINDER THREADED					
10161810.5A	MSA G1 MD FCPC		1	295.00	295.00
MSA G1 MEDIUM FACEPIECE 4PT					
W/ NECKSTRAP-5A STOCK					
L-2	TRUE NORTH RIT		1	295.00	295.00
TRUE NORTH RIT BAG (RBL20)					
10144230	MSA G1 SPECTACL		4	122.00	488.00
MSA G1 SPECTACLE KIT					
POSI-FIT	PORTACOUNT FIT		25	25.00	625.00
5 ALARM INSERVICE	PRODUCT TRAININ		1	N/A	N/A
PRODUCT TRAINING					

Subtotal: 270300.00

Tax: .00

TOTAL: 270300.00

Authorization: _____

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin and virtually through the WebEx platform (see details below) on the following date and at the time noted below (or soon thereafter):

DATE: Monday, March 21, 2022

TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the following application filed by the Applicant for a HISTORIC DESIGNATION pursuant to Section 26.06 of the Germantown Municipal Code on the following described property:

Applicant: Katelyn M. LeTourneau & Kevin M. Schodron, Property Owners

Property Address: N120 W15515 Freistadt Road (Tax Key: GTNV 232-991)

Property Description:

CSM 122, Section 23, Town 9 North, Range 20 East. Village of Germantown, Washington County, Wisconsin.

A copy of the application and a map showing the property described above are on file at the Community Development Department-Planning & Zoning Services office in the Germantown Village Hall and can be viewed on the Village's Zoning Hub and website by following either of these links:

ZoningHub: <https://villageofgermantown.zoninghub.com/administration/PendingApplicationsArcGIS.aspx>

Website: <https://www.village.germantown.wi.us/589/Proposed-Development-Projects>

Due to the ongoing social distancing recommendations from the CDC, details of how you can attend the meeting either in person or virtually will be included on the agenda when it is posted.

Citizens wishing to submit any public comments should do so by sending them by email to: comments@village.germantown.wi.us no later than 4:00 pm on the meeting date listed above.

Deanna Braunschweig, Village Clerk

Dated this 23rd day of February 2022

To Be Published On: March 2nd and March 9th, 2022

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: March 21, 2022

AGENDA ITEM: Public Hearing **[REZONING]**

ITEM TITLE: Katelyn LeTourneau & Kevin Schodron, Property Owners; N120 W15515 Freistadt Road (Parcel GTNV#232-991); Historic District (HD) Overlay Zoning Designation

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

SUMMARY EXPLANATION:

Katelyn LeTourneau & Kevin Schodron are seeking approval of the Village's historic designation for the existing farmhouse, barn & silo located on their property at N120 W15515 Freistadt Road (known as the "Braun Farm"). The property is zoned Rs-2: Single-family and the 2020 Land Use Plan map designation for this parcel is "Low Density Residential".

Both the Historic Preservation Commission and the Plan Commission have reviewed the request and have recommended approval. Approval of the historic designation requires a 2/3 majority vote of the Village Board following a public hearing of the request.

Historic Designation applications are part of an overall voluntary program as set forth in Section 26 of the Village Code. Once designated, the regulations in Section 26 limit the type and amount of future improvements to designated structures without meeting certain guidelines intended to protect and preserve historical character.

PLAN COMMISSION RECOMMENDATION:

APPROVE the request for Historic Structure Designation for the farmhouse, barn and silo on the Katelyn Letourneau & Kevin Schodron property located at N120 W15515 Freistadt Road.

ORDINANCE NO. 03-2022

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF
GERMANTOWN ZONING CODE AND
ADOPT THE “HISTORIC STRUCTURE” DESIGNATION FOR THE BUILDINGS
LOCATED AT N120 W15515 FREISTADT ROAD**

(Katelyn LeTourneau & Kevin Schodron, Property Owners of former “Braun Farm”)

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 be amended to include the Historic Designation Zoning District Overlay (“HD”) to the existing zoning designation of “Rs-2 Single-family” for the following described property:

Property: N120 W15515 Freistadt Road
Tax Key No: GTNV#232-991

A 2.14 acre parcel being Lot 1 of CSM 122, Section 23, Town 9 North, Range 20 East. Village of Germantown, Washington County, Wisconsin.

SECTION 2. That Pursuant to the provisions of Section 26 of the Germantown Municipal Code (Historic Preservation Code), the designation of “Historic Structure” is hereby assigned to the existing structures constructed upon the property located at N120 W15515 Freistadt Road having Tax Key GTNV #232-991.

SECTION 3. 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:

HISTORIC DESIGNATION APPLICATION

3/14/2022 Plan Commission Meeting

Braun Farm / Katelyn LeTourneau

Village Planner Report

Germantown, Wisconsin

Summary

Katelyn LeTourneau and Kevin Schodron, property owners, are seeking approval of the Village's Historic Designation for the former Braun Farm located at N120 W15515 Freistadt Road.

Location: N120 W15515 Freistadt Road

**Owner/
Applicant:** Katelyn LeTourneau and Kevin Schodron
N120 W15515 Freistadt Road
Germantown, WI

Current Zoning: Rs-2: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-2 / Rs-1
South	Residential	Rs-4
East	Agricultural / Residential	A-2
West	Residential	Rs-4



Background

Historic Designation applications are part of an overall voluntary program as set forth in Section 26 of the Village Code. The Historic Designation (HD) serves as an “overlay” district with specific design and improvement guidelines that need to be met in order to retain the Historic Designation. Once designated, the regulations set forth in Section 26 limit the type and amount of future improvements to designated structures or lands without meeting certain guidelines intended to protect and preserve historical character.

Proposal

Katelyn LeTourneau and Kevin Schodron, property owners, are seeking approval of the Village’s Historic Designation for the former Braun Farm located at N120 W15515 Freistadt Road. As required, the owners have provided a detailed history of the property along with their application (attached).

As required, other Village Departments have been provided a copy of the application for review and comment. Of the responses to date, all departments have expressed their support for the Historical Designation request or have not commented.

On February 21 the Historic Preservation Commission (HPC) approved the application and forwarded it on to the Plan Commission and Village Board. According to the procedural requirements of Section 26.06(1), Plan Commission action and recommendation to the Village Board is required within (30) days after HPC action.

Now that the HPC has acted on the application, the Plan Commission is required to review and make a recommendation to the Village Board (similar to a rezoning application). A recommendation from the Plan Commission for approval of the historic designation requires a 2/3-majority vote (5 of 7 members) of the Plan Commission.

VILLAGE STAFF RECOMMENDATION

APPROVE the requested Historic Designation for the Katelyn LeTourneau and Kevin Schodron property (former Braun Farm) located at N120 W15515 Freistadt Road.



Village of



Germantown

Willkommen

**HISTORIC PRESERVATION
COMMISSION**

N112 W17001 Mequon Road

P.O. Box 337

Germantown, WI 53022-0337

APPLICATION FOR HISTORIC DESIGNATION

Pursuant to Section 17.00 of the Municipal Code

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

1. APPLICANT OR AGENT

Katelyn LeTourneau

Phone 262-923-6066

2. PROPERTY OWNER

Katelyn LeTourneau
Kevin Schodron

Phone 262-923-6066

KateLovesRealEstate@gmail.com

3. PROPERTY ADDRESS

N120 W15515 Freistadt Rd
Germantown, WI 53022

4. TAX KEY NUMBER

232991

5. PROPERTY HISTORY

Historic Name of Property

Braun Farm? (unsure)

Date Built

Home: 1858 Silo: 1912

Barn: ~~1858~~ unknown

Architect / Builder

unknown

Believed to be between
1858 - 1912

Source of this Information

Public Records

☐ CHECK HERE IF THIS PROPERTY IS THREATENED WITH DEMOLITION OR DESTRUCTION.

6. PURPOSE OF APPLICATION

Briefly describe the reason for your request

This property (house, barn, silo and land) is one of Germantown's originals and should be on the historic map. It has been well taken care of over the years due to my father, Pierre LeTourneau's hard work.

7. HISTORIC SIGNIFICANCE OF PROPERTY

Choose one or more of the following.

- ☒ This property illustrates an important aspect of Germantown's history through its ethnic, agricultural, industrial, etc., history.
- maybe* → ☐ This property is directly associated with a person who made important contributions to Germantown's history. (possibly but unknown)
- ☒ This property is architecturally or artistically significant.

Explain briefly and include sources if appropriate. Attach additional pages as necessary.

All we know is this home was called the Braun Farm. Grover Alfred Braun and Carol Marie (staats) Braun resided here but not sure if they built it. (Info found on www.schulteis.com)

8. DOCUMENTATION

Please check one or more of the following:

- ☐ Recent photograph (required)
- ☐ Building plans (if available)
- ☐ Historic photograph (if available)
- ☐ Any additional supporting information.
- ☒ Simple map of the property (required) *Survey*

Briefly describe. Attach additional pages as necessary.

Survey attached (2019)

9. ALTERATIONS / ADDITIONS TO PROPERTY

Briefly describe with dates. Attach additional pages and photographs as necessary.

Unknown - Sometime before 1992

10. SIGNATURES

Kathy [Signature] 11-17-2021 *Kathy [Signature]* 11-17-2021
Applicant Date Owner Date

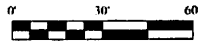


Cornerstone Land Surveying, Inc.
Plat of Survey

Surveyor:
Richard Simon
5080 Fairy Chase
West Bend, WI 53091
(262) 424-5630

Address:
N120 W15515 Freistadt Road
Germantown, WI 53022

Scale 1" = 30'



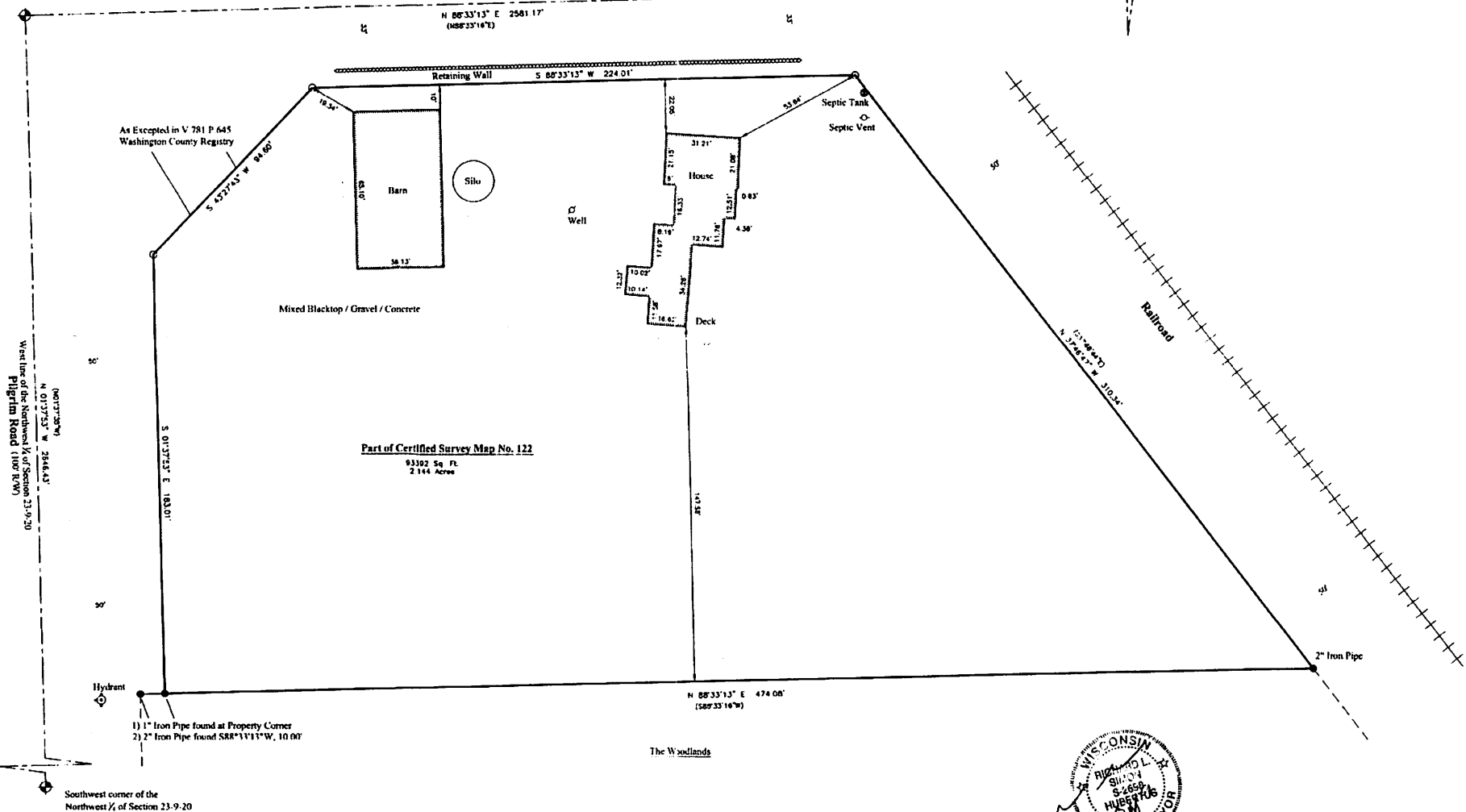
Legend:

- Denotes Iron Pipe Found
- Denotes Iron Rod Set
- ⊕ Denotes Hydrant

Northwest corner of the
Northwest 1/4 of Section 23-9-20

Freistadt Road (66' R/W)
North line of the Northwest 1/4 of Section 23-9-20

Northeast corner of the
Northwest 1/4 of Section 23-9-20



Notes:

- 1) Bearings or Distances in () are Recorded Measurements
- 2) In providing this boundary survey no attempt has been made to obtain or show data concerning the existence of any utility on the site, whether private, municipal, or public owned.
- 3) No Title Policy furnished therefore completeness of easements is not warranted.

STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)
I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO OFFICIAL RECORDS AND THE ABOVE MAP IS A TRUE
REPRESENTATION THEREOF. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO
THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THEREIN, WITHIN ONE YEAR FROM THE DATE HEREIN.

Description:

All of Certified Survey Map No. 122 being part of the Northwest 1/4 of Section 23, Township 9 North, Range 20 East,
Village of Germantown, Washington County, Wisconsin.
Excepting the Northerly 33 feet and the West 50 feet which are dedicated for road purposes, also Excepting therefrom
that portion conveyed to Washington County by an instrument recorded in V.781 Page 645, as Document No. 448647.



Survey For: Pierre & Darlene Letourneau
Dated this 20th day of May, 2019.



Barb Mendenhall <bmendenhall0829@gmail.com>

More info about my property....

Katelyn LeTourneau <katelynletourneau@yahoo.com>

Thu, Feb 10, 2022 at 1:26 PM

To: Barb Mendenhall <bmendenhall0829@gmail.com>

Hey Barb!

I spent the morning at the Register of Deeds researching the owners of the house. I got all the way back to 1845 and I believe the house was built between then and 1890 possibly but I really am not sure. I also spoke with Grover A. Braun's daughter Roxanne but she said her dad was so young when his dad passed (5 years old) that he didn't know much about the house. He passed in the 2000's. Here is what I found.

7/18 1845: Stephen Brown purchased the property. I believe he later changed his name to Stephan Braun but am unsure. The records are hard to read.

5/04 1868: Ambrosius Braun was given the property from parents Stephan and Rosina Braun.

11/13 1902: Philippina Braun was given the property from her husband.

2 1904: The deed for the transfer from Ambrosius to Philippina was recorded.

2/23 1906: Grover C. Braun was given the property from his mother Philippina.

6/03 1925: Grover C. Braun died and left the property to his wife Alvina Braun.

8/06 1941: Alvina Braun gave the property to her son Grover A. Braun.

10/31/1967: Grover A. Braun sold the property his family owned for 122 years, which we believe he did not know, to Lawrence Sr. and Bernice Stehberger.

10/10/1983: Lawrence Jr. Stehberger acquired the property somehow and sold it to Andrew Teresinski. Lawrence's mom died in 4/17/1979 and that is when his dad acquired full interest in the property.

12/08/1992: Pierre H. LeTourneau purchased the property from Andrew Teresinski.

4/20/2018: My dad passed away and my mom, Darlene LeTourneau, acquired full interest in the property.

10/22/2019: My mom then handed me the property. It has now been in our family for 29 years.

It looks like Ambrosius had a lot of kids, Grover his youngest, who seemed to take ownership of a lot of the land surrounding. I believe I followed the accurate records for where my home is. They owned 40 acres from Frieistadt South on the East side of Pilgrim. My home sits on a little over 2 acres.

Certificate of Death

DEATH & BURIAL RESOURCE RECORD INDEX

SURNAME	FIRST NAME	AGE	BORN	DIED	CEMETERY	LOCATION	WCHS FILE	RECORD SOURCE
					Cemetery			
BRAUN	Adam, Sr.		1829	1900	Holy Angels Catholic Cemetery	City of West Bend	103,000	Obituary - West Bend Democrat
BRAUN	Adam, Sr.		1829	1900	Holy Angels Catholic Cemetery (new)	City of West Bend	100,101-01	Monument Inscription - WCHS
BRAUN	Adam, Sr.		1829	1900	Holy Angels Catholic Cemetery (new)	City of West Bend	101,000	Monument Inscription - JVH
BRAUN	Adam, Sr.		1829	1900	January 10th issue - check for details	January 10th issue - check for details	760,011	Obituary - West Bend Democrat

DEATH & BURIAL RESOURCE RECORD INDEX

SURNAME	FIRST NAME	AGE	BORN	DIED	CEMETERY	LOCATION	WCHS FILE	RECORD SOURCE
BRAUN	Grover			1925	June 10th issue - check for details	June 10th issue - check for details	760,024	Obituary - West Bend News
BRAUN	Grover			1925	Last Home Cemetery	Village of Germantown	100,125-01	Monument Inscription - BH
BRAUN	Grover			1925	Not recorded in this document	Not recorded in this document	100,020-05	Church Record - Christ E & R
BRAUN	Grover		1844	1925	Not recorded in this document	Township of Germantown	102,003	County Death Record - BH
BRAUN	Grover	85 yr		2005	Washington County Memorial Park	Township of West Bend	100,157-03	Church Record - Our Saviour's UCC
BRAUN	Grover A.			2005	Washington County Memorial Park	Township of West Bend	106,501	Cemetery Update - 2005
BRAUN	Grover A.		1920		Washington County Memorial Park	Township of West Bend	100,313-01	Monument Inscription - WCHS
BRAUN	Grover Alfred	85 yr		2005	Check file for details	Check file for details	DIGITAL	Obituary - WCHS File
BRAUN	Grover C.				Check file records for details	Check file records for details	P05,875	Probate File

WASHINGTON

County Court-In Probate.

IN THE MATTER OF THE
ESTATE OF
GROVER C. BRAUN, Deceased.

A true and perfect inventory of the real estate, and of all the goods, chattels, rights and credits of
Grover C. Braun, Deceased, late of the County of Washington

made by Alvina Braun, Administratrix of the estate of GROVER
C. Braun, deceased,

EXHIBIT

with the aid of John A. Schwalbach and Frank
Editor,

they having been appointed and sworn as appraisers, containing a full, true and correct statement of the real estate, and
of all the goods, chattels, rights and credits of the said deceased which have come to the possession or knowledge of said

Administratrix

as to the possession of any other person for her

up to and including the

17th day of August A.D. 1915

INVENTORY.

REAL ESTATE

The N.W. 1/4 of the N.W. 1/4 of Section 33 in Township 9 North
Range 2 East, excepting therefrom that part of land now
used and occupied by the Chicago and North Western Railway
Company as its right of way, and all that part of the S.E.
1/4 of the N.W. 1/4 of said section lying South West of said
right of way of the Chicago & North Western Railway Company
containing 55 acres of land more or less.

Also a parcel of land lying within the following boundaries:
To wit: Commencing at the S.E. corner of the N.E. 1/4
of the S.E. 1/4 of Section 15 Town and Range aforesaid, running
thence West 7 rods, thence North 33rd rods, thence
West 24 rods, thence North 14th rods, thence in a South-
Easterly direction along a stream known as the
Manomono Creek to the East line of said section, thence
along said section line 32 rods to place of beginning.

\$7,500.00

Recapitulation

Real Estate

\$ 12,000.00

Personal Property

\$ 3122.18

Total

\$ 15,122.18

PERSONAL PROPERTY

3 shares stock in Arizona Bank of North American Mts (paid up)	375.00
5 shares stock in Lakeview Manufacturing Co of West Bend Mo (paid up)	350.00
2 houses	800.00
10 cows	650.00
1 mason tractor	250.00
1 tractor pump	150.00
1 bicycle	20.00
1 horse	3.00
1 hay rack	5.00
1 timber land	10.00
1 potato digger	50.00
1 hay rack	10.00
1 deer band cleaver	5.00
1 deer musket spreader	40.00
1 feed wagon	15.00
1 road wagon with bar	30.00
1 deer corn chaffer	15.00
1 Bob Smith	10.00
1 2nd hand pump in 1st model	50.00
1 deer band	15.00
1-3 spring wagon	1.00
1 hand calculator	5.00
1-2 horse calculator	2.00
1-3 section spring bath implement	30.00
1-2 horse calculator	25.00
1-2 horse pump	5.00
1 double belt power driving machine	200.00
1 double harness	10.00
1 2nd hand pump	5.00
1 horse band	5.00
20 grain bags	2.00
1 corn sheller	1.00
1-30 cal kettle	3.00
1 hand pump	1.00
1-20 cal stainless steel	2.00
1 spring buggy	5.00
1 bicycle	3.00
1 wagon pump	1.00
1 2nd hand pump	2.00
1 2nd hand pump	2.00

Interest in Cass County	10.00
Interest in Dakota County	10.00
Interest in Cass County - 1st	20.00
3. Adams	40.00
1. Kohl Farm - 1st	30.00
1. Farming Hill	25.00
10. Ten Feet	1.00
Cash	150.00
	195.00

We, the undersigned appraisers, appointed by the County Court of Washington County for that purpose, do hereby certify, after perusal of the account of the estate, we have appraised all the property described and mentioned in the above inventory, which has been to us exhibited, making three copies to each item in said inventory, in plain figures, the value thereof in money, as far as ascertainable, on the 17th day of August, A. D. 1895.

Witness our hands this

17th

day of

August

A. D. 1895

W. H. Wellbach
Th. J. J. J. J.

Appraisers

STATE OF WISCONSIN.

Washington

County.

Alvina Braun,

of the County of Washington

administratrix of the estate

being duly sworn, deposes and says, that she is the administratrix of the estate of Grover C. Braun, late of the County of Washington.

and that the foregoing is a true and correct copy of all the will, and of all the goods, chattels, rights and credits of said

Grover C. Braun

deceased; that the said inventory is in all respects true and correct; that it contains a true statement of all the real estate, and of all the goods, chattels, rights and credits which belong to the estate of said deceased, and which have come to the possession or knowledge of the deponent, or to the possession of any other person for her; and that upon diligent inquiry she has not been able to discover any other property or estate, belonging to such estate, which is not included therein.

Subscribed and sworn to before me this

17th

August

A. D. 1895

C. M. J. J. J.

Alvina Braun

Sotary Public, Wis.,

My Com. exp. 6-30-97

State of Wisconsin, Washington County Court--In Probate.

In the Matter of the Estate of
Grove C. Braun Deceased
Grove C. Braun Decedent

Dated September 22, 1925 To

June 6, 1925	To Freight and Services	2.20
	Small Copper-headed Bolt	86
	Funeral	25
	Service of Affidavit	15
	Underwood & Books	1.50
	Print notice Wisconsin May	2
	Print "Milwaukee Sentinel"	1.50
	Stamps for letters	2.75
	Use of 6 doz. Chairs	3
	Total	357.75

STATE OF WISCONSIN
Washington CountyA. A. Schmidt

being duly sworn, deposes and says: That he is the senior member of the co-partnership firm of A. A. Schmidt & Sons, and that the foregoing statement, hereto annexed, is a just, true and correct statement of their claim against Grove C. Braun deceased, that said claim is just and true; that the amount thereof, as stated therein, is justly due and payable to them from said estate, and that no part thereof has been paid.

Subscribed and sworn to before me this 28thSept. 1925A. A. Schmidt

ANDERSON, LOUIS, wife, ELIZABETH, farmer, son of LOUIS, born in Germany, died 6-28-19125 age

79 years, 5 months, 21 days of cardiac dropsy buried Union Cemetery, Hartford

Hayes, William, wife, Mary nee Mullen, farmer, son of Thomas born 8-7-1844 in WI died

6-4-1925 of chronic endocarditis buried in Germantown

Braun, Grover, wife, Alvina nee Geise, farmer, son of Ambrose and Phillipine, born 7-25-1844

Died 6-23-1925 suicide, shooting, buried in Germantown

Sharon A. Martin, CPM

REGISTER OF DEEDS

E: sharon.martin@washcowisco.gov

P: 262.306.2225

F: 262.335.4884

HERBERT J. TENNIES GOVERNMENT CENTER

432 E. Washington St. Room 2084

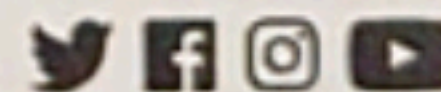
West Bend, WI 53095-7986

800.616.0446

www.washcowisco.gov



Washington County
Register of Deeds



@WashcoWisconsin

DISCOVER. CONNECT. PROSPER.

**State of Wisconsin, Washington County Court – In Probate
In the matter of the estate of Grover C. Braun, deceased**

Dated September, 22, 1925

June 6, 1925:

Casket and Services	\$220.00
Iowa Copper-bearing stone vault	\$85.00
Embalming	\$15.00
Service of Heir	\$15.00
Underwear & Socks	\$1.50
Obit. Notice Wisconsin News	\$2.00
Obit. Notice Milwaukee Sentinel	\$1.50
Shirt, collar, tie & buttons	\$2.75
Gloves for bearers	\$2.00
Use of 6 dozen chairs	\$3.00
Total	\$357.75

State of Wisconsin, Washington County

A.A. Schmidt, subscribed and sworn before me this 28th day of September AD 1925

Undertakers: It was during the heyday of the 1930s marketing machine that the undertakers concentrated on rebranding themselves as members of the professional class, aspiring to be viewed on the same plane as doctors and lawyers, who had recently had their own transformation, and not trade laborers. They also claimed anatomical expertise and promoted themselves as the guardians of public health. Both are constructs strategically crafted to influence consumer perception, leading the public to believe that every dead body poses a risk to public health and that highly specialized care is required. Neither is true. The undertaker had successfully transformed their public image from tradesman to moral arbiter of death practices and necessary expert in the scary and mysterious world of death care. In many rural parts of the country, home funerals continued to be the norm, despite the accepted urban perception adopted over time that professionals legally must be hired, contributing to the false narrative that it is illegal to touch a dead body, that it must be embalmed, and that families no longer had the right to care for their own dead. Little by little, rural areas emulated urban practice, giving way to a profession that now has two and a half times more licensed directors than the dying population can comfortably support financially.

Original Purposes of Burial Vaults

The first rudimentary burial vaults were made of wood and often called rough boxes. In the late 1700s, the need for a more rigid form of protection to safeguard against grave robbery arose. Sadly, jewelry and clothing were regularly stolen from cemeteries and resold for a profit. The first rudimentary burial vaults were made of wood and often called rough boxes. In the late 1700s, the need for a more rigid form of protection to safeguard against grave robbery arose. Sadly, jewelry and clothing were regularly stolen from cemeteries and resold for a profit.

Strides Towards Modernization

Probably the most unique attempt at developing a present-day, burial vault can be credited to Andrew Van Bibber. In 1878 he patented a burial safe designed specifically to prevent grave robbery. The case very much resembled a cage and was made from welded steel or wrought iron bars. It completely surrounded the casket making it nearly impossible for criminals to access. In 1912, a fully enclosed, sealable metal burial vault designed to keep the casket free from water and other graveside elements was invented. It was very similar to vaults today in terms of form and functionality. Around the same time, vaults made from large pieces of slate which were assembled on-site made their debut and were used for a few short years in some parts of the United States.

PROBATE: It appears that in 1839 there was established in the territory of Wisconsin courts of probate by act of the legislative assembly for the territory. The territorial court had jurisdiction to probate wills, grant letters of administration, appoint guardian, examine and allow accounts of executors, administrators, and guardians 'and shall have cognizance of all such other matters and things as the laws of this territory do or may direct.' See Territorial Stats. 1839

Information for this chart was taken from various sources, often containing conflicting dates. This information should be taken as a guide and should be verified by contacting the county and/or the state government agency.

Known Beginning Dates for Major County Records ^[4]						
Birth*	Marriage	Death*	Court	Land	Probate	Census
1835	1835	1835	1837	1835	1838	1820

*Statewide registration for births and deaths began in 1907. General compliance year unknown.

TOWN HISTORIES OF WASHINGTON COUNTY.

Source: History of Washington and Ozaukee Counties, Wisconsin; transcribed by Barbara Ziegenmeyer

TOWN OF GERMANTOWN.

The town of Germantown is the oldest settled town in Washington County. It was designated by the Government survey as Town 9, Range 20, and is the southeast town in the county. The surface is nearly level. The land was, in a state of nature, heavily wooded with elm, birch, beach, maple and oak. Being near Milwaukee, where most of the early German immigrants first stopped, it early attracted the attention of such of them as sought farming lands for their American homes. From 1840, when the German immigration first set in, there was a constant flow of German settlers to the township, till they had occupied all the Government lands, and purchased nearly all owned by the English and American settlers who had come in a few years prior to their advent. The first purchases of land from the Government were made in 1839, and at the close of 1844 there was scarce an available acre unoccupied in the town. It was fairly settled two years before it was incorporated. Many of the settlers brought sufficient means with them to start their pioneer life under what was considered comfortable circumstances. Milwaukee, then grown to be a considerable village, was convenient for supplies, and altogether the early settlers of this town found ease and comfort compared with those who pushed farther on, across the unbridged streams and up among the hills of the northern towns of the county.

This being the oldest town of the present county, the first settler is entitled to the double distinction of being also the first settler of the county. Levi Ostrander and Anthony D. Wisner each purchased eighty acres in Section 35, March 11, 1839. Levi Ostrander settled on his land and was for many years a leading man of affairs, both in the town and in old Washington County, and is justly entitled to the distinction of being the first settler. During the same year there were sixteen other entries made, mostly in the southern tier of sections. The only man now living in the town who came in prior to 1840 is John Coghlan, who took up eighty acres on Section 33, August 8, 1830. The other early settlers now living in the town, who came in prior to 1844, are John Jung, 1840; Jacob Schunk, John Brown, Philip Zimmerman, Peter Goettelmann, Michael Ballheim. Jacob Holl, William Strauss, Jacob Schlafer, 1841; Frederick Groth, William Hofemeister, John Selflow, John H. Scheffler, Henry Trenwith, John Diefenthaler, Balzar Kripinberger, 1843; John Gilbert, 1840; Robert Trenwith, John C. Tate, 1843; Joseph H. Meege, 1841. Below is a list of all entries made in the town prior to 1844, with number of acres, section and date of purchase.

Name	Section	Acres	Date of Entry
John Peter Adams and John Peter Klein	23	40	August 8, 1842.

CERTIFICATE
No. 10,000

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS John Peter Klein and John Peter Adams, of Washington County, Wisconsin Territory,

have deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Milwaukee, whereby it appears that full payment has been made by the said

John Peter Klein and John Peter Adams according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for

the North West quarter of the North West quarter of Section twenty-three, in Township nine, North, of Range twenty, East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing forty acres,

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said John Peter Klein and

John Peter Adams,

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said John Peter ~~Klein~~ and John Peter Adams,

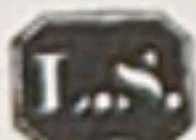
and to their heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said John Peter

Klein and John Peter Adams and to their heirs and assigns forever, as tenants in common and not as joint tenants.

In Testimony Whereof, I, John Tyler

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the *fourth* day of *August* in the year of our Lord one thousand eight hundred and *fortyfour* and of the INDEPENDENCE OF THE UNITED STATES the *Sixty* *ninth*



BY THE PRESIDENT,

John Tyler
By John Tyler Jr Sec'y.

(R. M. Whitney, *William Harrison* Recorder of the General Land Office.
Signed by the Recorder 10th Dec. 1844

CERTIFICATE
No. 10050

THE UNITED STATES OF AMERICA,

441

To all to whom these Presents shall come, Greeting;

WHEREAS John Peter Klein and John Peter Adams, of Washington County, Wisconsin Territory,

have deposited in the **GENERAL LAND OFFICE** of the United States, a Certificate of the **REGISTER OF THE LAND OFFICE** at Milwaukee, whereby it appears that full payment has been made by the said

John Peter Klein and John Peter Adams according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for

the North West quarter of the North West quarter of Section twenty-three, in Township nine, North, of Range twenty, East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing forty acres,

Whereas John Peter Klein and John Peter Adams of Washington County, Wisconsin Territory, have deposited in the General Land Office of the United States, a Certificate of the Register of the Land Office at Milwaukee, whereby it appears that full payment has been made by the said John Peter Klein and John Peter Adams, according to the provisions of the Act of Congress of the 24th of April 1820, entitled "An Act making further provision of the sale of the Public Lands," for the Northwest quarter of the Northwest quarter of Section twenty-three, in township nine, North of Range twenty, East in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing forty acres.

according to the official plat of the survey of the said Lands, returned to the General Land Office by the **SURVEYOR GENERAL**, which said tract has been purchased by the said John Peter Klein and

John Peter Adams,

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, **HAVE GIVEN AND GRANTED**, and by these presents **DO GIVE AND GRANT**, unto the said John Peter Klein and John Peter Adams,

and to their heirs, the said tract above described: **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said John Peter

Klein and John Peter Adams and to their heirs and assigns forever, as tenants in common and not as joint tenants.

In Testimony Whereof, I, John Tyler

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made **PATENT**, and the **SEAL** of the **GENERAL LAND OFFICE** to be hereunto affixed.

GIVEN under my hand, at the **CITY OF WASHINGTON**, the first day of August in the year of our Lord one thousand eight hundred and forty-four and of the **INDEPENDENCE OF THE UNITED STATES** the Sixty-ninth

John Peter Klein and John Peter Adams and to their heirs and assigns forever, as tenants in common and not as joint tenants.

John Tyler, the first day of August in the year of our Lord 1844 and of the Independence of the United States the 69th.

R.M. Whitney, recorder of the General Land Office, signed by the Recorder the 10th of December, 1844.

Land Patentees are Tenants in Common for this Germantown property

Is it better to be tenants in common or joint tenants?

The benefit of being tenants in common is that it brings greater clarity to the balance of a couple's ownership of a property, and it can allow them more flexibility in who they leave their share to after they have gone, regardless of whether their partner outlives them.

When two or more people own a home, either as a joint tenancy or tenancy in common, each person owns a share of the entire property. This means that specific areas of the house are not owned by one individual, but instead, are shared as a whole.

Terminating Joint Tenancy vs. Tenancy in Common

A joint tenancy can be broken if one of the co-owners' transfers or sells his or her interest to another person, thus changing the ownership arrangement to a tenancy in common for all parties.

A tenancy in common can be broken if one of the following occurs:

This type of holding title is most common between husbands and wives and among family members in general since it allows the property to pass to the survivors without going through probate (saving time and money).

Right of Survivorship

One of the main differences between the two types of shared ownership is what happens to the property when one of the owners dies.

When a property is owned by joint tenants, the interest of a deceased owner gets transferred to the remaining surviving owners. For example, if three joint tenants own a house and one of them dies, the two remaining tenants each obtain a one-half share of the property. This is called the right of survivorship.

Tenants in common have no rights of survivorship. Unless the deceased owner's will or other instrument specifies that their interest in the property is to be divided among the surviving owners, a deceased person's interest belongs to the estate.

Alfred & Carol [redacted] ie (S) aats) Braun

Homestead 1: [redacted]
[redacted] Si [redacted]

Stephan Braun
1798-1882

1845 purchased land

Rosina Mayer Braun
1813-1892

Paul Schunk
1815

Philippina Weber
1815

Ambrosius Braun
1842-1903

(1868)

Philippine Schunk Braun
1846-1924

(1904)

Alvina Giese Schulze
1887-1966

(1925)

M: 1919

Grover A. Braun
1920-2005

(1941)

Roxanne

Grover Cleveland Braun
1884-1925

(1906)

40 acres

Louisa Braun Strack
1865-1952

Rosa Braun Meinert
1866-1919

Philippine Braun Kissinger
1868-1964

Philipp Braun
1872-1934

John Braun
1976-1895

Frank Braun
1884-1884

1992: Pierre H. LeTournau
2 acres



Imagery ©2022 Google, Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft

Associated Appraisal Consultants, Inc.

Property Information for Village of Germantown

Printed on 2/22/2022



Property Overview

Assessment Year: **2021**
 Parcel/Tax Key Number: **GTNV-232-991**
 County: **Washington**
 Municipality: **Village of Germantown**
 Address: **N120 W15515 Freistadt Rd**

Legal Description

CSM 122 NW NW V1260 P260+DOC 1483895+1483896

General Value Data

Assessed Land Value:
 Assessed Improvement Value:
 Total Assessed Value:

Land Data

Residential: **2.140** **Acres**

Building Data

Characteristics	Building Area	Square Feet
Style: Res Old Style	Full Basement:	1203
Stories: 2 story	Crawl Space:	0
Year Built: 1858	First Floor:	1931
Bedrooms: 6	Second Floor:	1029
Full Bathrooms: 2	Third/Additional Floor:	0
Half Bathrooms: 0	Finished Attic:	0
Heat Type: Oil	Rec Room:	0
Air Conditioning: No A/C	FBLA:	0
Fireplace: N	Attached Garage:	-

Legal Disclaimer



Stephan Braun

BIRTH 26 Jan 1798
Inzlingen, Landkreis Lörrach, Baden-Württemberg, Germany

DEATH 9 Sep 1882 (aged 84)
Germantown, Washington County, Wisconsin, USA

BURIAL Saint Boniface Cemetery
Germantown, Washington County, Wisconsin, USA

MEMORIAL ID 71220197



Photo added by GenealogyNora



Added by Cheryl



Added by C Tonelli

Family Members

Spouse

 Rosina *Mayer* Braun
1813–1892

Children

 Joseph Braun
1838–1903

 Ambrosius Braun
1842–1903

 Rosa *Braun* Thoma
1848–1924

 Sophia *Braun* Dotzler
1850–1930

Created by: Cheryl

Added: 12 Jun 2011

Find a Grave Memorial **71220197**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/71220197/stephan-braun> : accessed 22 February 2022), memorial page for Stephan Braun (26 Jan 1798–9 Sep 1882), Find a Grave Memorial ID 71220197, citing Saint Boniface Cemetery, Germantown, Washington County, Wisconsin, USA ; Maintained by Cheryl (contributor 47529010) .



Rosina *Mayer* Braun

BIRTH	8 Mar 1813 Inzlingen, Landkreis Lörrach, Baden-Württemberg, Germany
DEATH	16 Nov 1892 (aged 79) Germantown, Washington County, Wisconsin, USA
BURIAL	Saint Boniface Cemetery Germantown, Washington County, Wisconsin, USA
MEMORIAL ID	162611563

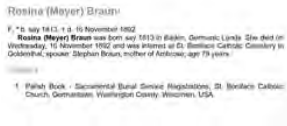


Photo added by C Tonelli

Daughter of Clems (Klemenz) Mayer (February 8, 1762 - ?) born in Dogern, Waldshut, Württemberg, Germany and Elizabeth Jockel (May 15, 1772 - ?) born in Inzlingen, Lörrach, Baden-Württemberg, Germany.

Rosina married Stephan Braun (1798-1882) on September 5, 1836 • Sts. Peter and Paul Katholisch, Inzlingen, Loerrach, Baden

They had 5 known children:

Sophia 1838-?

Joseph (Josef) 1838-1903 (Dorthea Schneider 1843-1939)

Ambrose 1842-1903 (Philippina Schunk 1850-1920)

Rosa 1848-1924 (Donath Thoma 1839-1918)

Sophia 1850-1930 (John Adam Dotzler 1849-1916)

Family Members

Spouse



Stephan Braun
1798–1882

Children



Joseph Braun
1838–1903



Ambrosius Braun
1842–1903



Rosa Braun Thoma
1848–1924



Sophia Braun Dotzler
1850–1930

Created by: C Tonelli

Added: 15 May 2016

Find a Grave Memorial **162611563**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/162611563/rosina-braun> : accessed 22 February 2022), memorial page for Rosina *Mayer* Braun (8 Mar 1813–16 Nov 1892), Find a Grave Memorial ID **162611563**, citing Saint Boniface Cemetery, Germantown, Washington County, Wisconsin, USA ; Maintained by C Tonelli (contributor **48733878**) .



Ambrosius Braun

BIRTH 4 Apr 1842
Inzlingen, Landkreis Lörrach, Baden-Württemberg, Germany

DEATH 5 Dec 1903 (aged 61)
Germantown, Washington County, Wisconsin, USA

BURIAL Last Home Cemetery
Germantown, Washington County, Wisconsin, USA

MEMORIAL ID 43916430



Photo added by GenealogyNora



Added by C Tonelli

Family Members

Parents



Stephan Braun
1798–1882



Rosina *Mayer* Braun
1813–1892

Spouse



Philipine *Schunk* Braun
1846–1924

Siblings



Joseph Braun
1838–1903



Rosa *Braun* Thoma
1848–1924



Sophia *Braun* Dotzler
1850–1930

Children



Louisa S *Braun* Strack
1865–1952



Rosa *Braun* Meinert
1866–1919



Philipine *Braun* Kissinger
1868–1964



Philipp Braun
1872–1934



John Braun
1876–1895



Frank Braun
1884–1884



Grover Cleveland Braun
1884–1925

Created by: GenealogyNora

Added: 4 Nov 2009

Find a Grave Memorial **43916430**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/43916430/ambrosius-braun> : accessed 22 February 2022), memorial page for Ambrosius Braun (4 Apr 1842–5 Dec 1903), Find a Grave Memorial ID **43916430**, citing Last Home Cemetery, Germantown, Washington County, Wisconsin, USA ; Maintained by GenealogyNora (contributor **46855416**) .



Philipine *Schunk* Braun

BIRTH	22 Sep 1846 Germany
DEATH	17 Dec 1924 (aged 78) Germantown, Washington County, Wisconsin, USA
BURIAL	Last Home Cemetery Germantown, Washington County, Wisconsin, USA
MEMORIAL ID	162839516

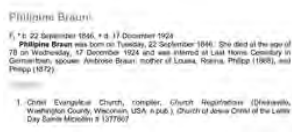


Photo added by C Tonelli

Daughter of Paul Schunk 1815 - and Philippina Weber 1815 -

Arrived in 1851. Marriage to Ambrosius (Ambrose) Braun in 1871.

7 known children:

Louisa 1865 - 1952 (John A Strack 1859-1925)

Rosa 1866-1919 (John Meinert 1862-1931)

Philipine 1868-1964 (William Kissinger 1869-1946)

Philip 1871-1934

John 1876 - 1895

Grover Cleveland 1884-1925 (Alvina Giese 1887-1966)

Frank 1884-1884

Family Members

Spouse



Ambrosius Braun
1842–1903

Children



Louisa S Braun Strack
1865–1952



Rosa Braun Meinert
1866–1919



Philipine Braun Kissinger
1868–1964



Philipp Braun
1872–1934



John Braun
1876–1895



Frank Braun
1884–1884



Grover Cleveland Braun
1884–1925

Created by: C Tonelli

Added: 19 May 2016



Grover Cleveland Braun

BIRTH	25 Jul 1884 Germantown, Washington County, Wisconsin, USA
DEATH	3 Jun 1925 (aged 40) Germantown, Washington County, Wisconsin, USA
BURIAL	Last Home Cemetery Germantown, Washington County, Wisconsin, USA
MEMORIAL ID	162623975

son of Ambrose (Ambrosius) Braun 1842-1903 and Philippina Schunk 1850-1920.

Marriage to Alvina Giese (1887-1966) on June 15, 1919.

One known child: Grover Alfred Braun 1920-2005

Family records indicate he is buried in this cemetery.

Family Members

Parents



Ambrosius Braun
1842–1903



Philipine *Schunk* Braun
1846–1924

Spouse



Alvina *Giese* Schulze
1887–1966 (m.(married) 1919)

Siblings



Louisa S *Braun* Strack
1865–1952



Rosa *Braun* Meinert
1866–1919



Philipine *Braun* Kissinger
1868–1964



Philipp Braun
1872–1934



John Braun
1876–1895



Frank Braun
1884–1884

Children



Grover A. Braun
1920–2005

Created by: C Tonelli

Added: 15 May 2016

Find a Grave Memorial **162623975**



Alvina *Giese* Schulze

BIRTH 1887
DEATH 1966 (aged 78–79)
BURIAL Saint Martins Union Cemetery
 Fillmore, Washington County, Wisconsin, USA
MEMORIAL ID 131683136

Family Members

Parents



Edward Giese
1845–1922



Bertha *Fischer* Giese
1862–1939

Spouse



Grover Cleveland Braun
1884–1925 (m...(married) 1919)



Photo added by Laura (Matten-Johnson)...



Added by Laura (Matten-Johnson) Segrin

Siblings



Elsie Giese
unknown–1917



Emil Giese
1888–1965



Alma Giese
1890–1892



Eduard Giese
1896–1896



Edwin W. Giese
1899–1986

Created by: Laura (Matten-Johnson) Segrin

Added: 21 Jun 2014

Find a Grave Memorial **131683136**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/131683136/alvina-schulze> : accessed 22 February 2022), memorial page for Alvina *Giese* Schulze (1887–1966), Find a Grave Memorial ID **131683136**, citing Saint Martins Union Cemetery, Fillmore, Washington County, Wisconsin, USA ; Maintained by Laura (Matten-Johnson) Segrin (contributor 47056999) .



Grover A. Braun

BIRTH 20 May 1920
DEATH 14 Jun 2005 (aged 85)
BURIAL Washington County Memorial Park
West Bend, Washington County, Wisconsin, USA
MEMORIAL ID 147020676

Family Members

Parents



Grover Cleveland Braun
1884–1925

Spouse



Carol M. Staats Braun
1921–2005



Photo added by Cara



Added by Cara

Created by: Bob

Added: 26 May 2015

Find a Grave Memorial **147020676**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/147020676/grover-a-braun> : accessed 22 February 2022), memorial page for Grover A. Braun (20 May 1920–14 Jun 2005), Find a Grave Memorial ID **147020676**, citing Washington County Memorial Park, West Bend, Washington County, Wisconsin, USA ; Maintained by Bob (contributor **47155955**) .

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Carol M. *Staats* Braun

BIRTH 7 Aug 1921
DEATH 10 Sep 2005 (aged 84)
BURIAL Washington County Memorial Park
West Bend, Washington County, Wisconsin, USA
MEMORIAL ID 147020677

Family Members

Spouse



Grover A. Braun
1920-2005



Photo added by Cara



Added by Cara

Created by: Bob

Added: 26 May 2015

Find a Grave Memorial **147020677**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/147020677/carol-m-braun> : accessed 22 February 2022), memorial page for Carol M. *Staats* Braun (7 Aug 1921–10 Sep 2005), Find a Grave Memorial ID **147020677**, citing Washington County Memorial Park, West Bend, Washington County, Wisconsin, USA ; Maintained by Bob (contributor **47155955**) .

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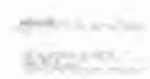


No grave photo

Elizabeth Margaretha "Margaret" *Braun* Beuscher

May 1803 – 12 Sep 1881

Christ Evangelical Church
Cemetery
Germantown, Washington
County, Wisconsin



No grave photo

Sophia *Braun* Dotzler

Apr 1850 – 4 Aug 1930

Saint Boniface Cemetery
Germantown, Washington
County, Wisconsin



Hattie *Braun* Klumb

30 Nov 1887 – 14 Jul 1960

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Louisa S *Braun* Strack ⚙

17 Jun 1865 – 2 Sep 1952

Christ Evangelical Church
Cemetery
Germantown, Washington
County, Wisconsin



Agnes *Kugel* Braun SPONSORED ⚙

15 Aug 1795 – 6 Jul 1882

Saint Boniface Cemetery
Germantown, Washington
County, Wisconsin
Plot info: **Area 1**



Albert Braun

1863 – 1905

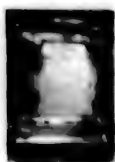
Last Home Cemetery
Germantown, Washington
County, Wisconsin



Ambrosius Braun

4 Apr 1842 – 5 Dec 1903

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Christianna Braun

12 Mar 1891 – 10 Jun 1891

Saint Johns United Church of
Christ Cemetery
Germantown, Washington
County, Wisconsin



Dorothea *Schneider* Braun

1843 – 1910

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Elizabeth Braun

1840 – 1911

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Ella Braun

1 Oct 1891 – 25 Dec 1891

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Frank Braun

25 Jul 1884 – 29 Sep 1884

Last Home Cemetery
Germantown, Washington
County, Wisconsin

No grave photo



Grover Cleveland Braun

25 Jul 1884 – 3 Jun 1925

Last Home Cemetery
Germantown, Washington
County, Wisconsin

No grave photo



Johann Braun SPONSORED

2 Feb 1797 – 3 Dec 1886

Saint Boniface Cemetery
Germantown, Washington
County, Wisconsin



John Braun

1862 - 1872

Last Home Cemetery
Germantown, Washington
County, Wisconsin



John Braun

12 Oct 1876 - 23 Mar 1895

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Joseph Braun

1838 - 3 Dec 1903

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Katherine "Katie" Braun ⚙

1879 - 25 Jun 1899

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Philipine *Schunk* Braun

22 Sep 1846 - 17 Dec 1924

Last Home Cemetery
Germantown, Washington
County, Wisconsin

No grave photo



Philipp Braun

12 Jan 1872 - 1 Sep 1934

Last Home Cemetery
Germantown, Washington
County, Wisconsin

No grave photo



Reuben Braun

1898 - 1960

Last Home Cemetery
Germantown, Washington
County, Wisconsin



Rosina *Mayer* Braun

8 Mar 1813 - 16 Nov 1892

Saint Boniface Cemetery
Germantown, Washington
County, Wisconsin

No grave photo



Stephan Braun

26 Jan 1798 - 9 Sep 1882

Saint Boniface Cemetery
Germantown, Washington
County, Wisconsin

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

MEETING DATE: March 21, 2022

AGENDA ITEM: New Business

ITEM TITLE: Repeal and Replace Sec.13.37 of the Municipal Code as it Pertains to the Calculation of the Summer Sewer Credit.

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

The Public Works and Highway Committee is requesting a modification to section 13.37 of the Municipal Code to eliminate the summer sewer credit for Quarter 2 and to replace the current formula with the following: $Q3 \text{ summer credit} = (Q1+Q2)/2 * 1.15$. The PWHC was also unanimous that sewer volume charges for metered residential customers (R1) is based off actual metered water for the first, second and fourth calendar quarters. The third calendar quarter's sewer volume charge (summer quarter) is based on the actual metered water flow for said quarter, or the calculated average of the above stated formula, using whichever is less. A minimum calculated average of 11,000 gallons is required for the average to be used for the third quarter. This credit will be given automatically to all metered residential customers (R1).

ATTACHMENT: ORDINANCE X RESOLUTION X OTHER

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to repeal and re-create section 13.37 of the municipal code as described above and to adopt these ordinance changes by an authorizing resolution.

BOARD 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
GERMANTOWN, WI**

MEETING DATE: March 1, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Eliminating or Modifying the Summer Sewer Credit

SUBMITTED BY: Tim Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

The Wastewater Utility currently provides a summer sewer credit as spelled out in Ch.13.37 of the Village code. It is calculated based off the following formula: $Q4+Q1*1.15/2$. And is billed as the lesser amount the actual read or the formula computation. This is a very time consuming and arduous task for staff to compute and is the number one complaint generator during these two billing cycles. This credit is only given to Residential customers with Commercial and Industrial customers given a one-time credit for lawn and landscape establishment at the time of construction or remodel.

A review of a random sample of 100 customers who received credits for Q2, Q3, or both show a loss of revenue of 54.86%. These revenue losses are significant and capturing this lost revenue would help maintain the solvency of the Wastewater Utility and allow for no rate increase for the foreseeable future. Simple logic and looking into one's own usage of water during the summer, would indicate higher consumption due to more frequent bathing, and more consumption for bodily needs that far exceed the additional 15% being captured.

The MMSD bills the Village based on formulary flow as follows: 49 gallons per capita (2.49) per day. For Germantown that equals 122.01 gallons per day or 11,132 gallons per quarter. Often our volumetric credit is less than the 11,132 gallons being charged by MMSD.

A survey of communities in SE Wisconsin indicates that a vast majority of them do not offer a summer sewer credit. But do offer the option of installing an irrigation or sprinkling meter.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___X___

RECOMMENDATION:

It is staff's recommendation to have an honest discussion about the summer sewer credit with the PWHC and forward on to the Village Board a recommendation that is equitable for both the Utility and the rate payers to be in full effect by Q1 of 2023 with the implementation of the Tyler Munis billing system. Items for consideration and/or action are as follows:

- Elimination of the summer sewer credit for Q2 beginning in 2022. And to modify Chapter 13.37 of the Village Code to use the following formula to calculate Q3 credit: $Q1 + Q2/2 * 1.25$. Minimum calculated average to receive credit 11,000 gallons.
- If no elimination, increase percentage of capture to 25-35% and increase minimum calculated volume to 11,000 gallons.
- Modify Chapter 13.37 of the Village Code to read:
Sewer volume charges for metered residential customers are based on actual metered water flows for the first, second and fourth calendar quarters. The third calendar quarter's sewer volume charge (summer quarter) is based on the actual metered water flow for said quarter, or the calculated average of the three previous quarters, using whichever is less. A minimum calculated average of 11,000 gallons is required for the average to be used for the third quarter. This credit will be given automatically to all residential customers.
- Elimination of summer average completely by the start of 2023. And have the option for deduct meter.
- Modification to Chapter 13.37 of the Village Code to allow for the installation of an irrigation/sprinkler deduct meter for accuracy and equity for all parties. Residential customers who have extensive outdoor water usage in early spring, late summer or fall may wish to install a sewer-deduct meter at their cost to measure "non-sewer" usage. Once the deduct meter is installed and inspected, sewer volume charges will be based on the consumption from the primary meter less the consumption from the deduct meter. The charge for the additional meter is established by the current rate sheet for the Water Utility at \$5.00/Qtr.

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.

ORDINANCE NO. 03-2022

AN ORDINANCE TO AMEND SECTIONS 13.37
OF THE GERMANTOWN MUNICIPAL CODE
RELATING TO THE
WASTEWATER MEASUREMENT AND SAMPLING

WHEREAS, the Village Board previously adopted Chapter 13.37 relating to Wastewater measurement and sampling; and

WHEREAS, the Village Board desires to clarify the handling of the “summer sewer credit” applicable to one- and two-family residences;

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

SECTION I

Section 13.37 of the Germantown Municipal Code is amended to read as follows (Note: Added Text is double underlined; Deleted text is ~~struck through~~):

Wastewater flows to users who procure water from the Water Utility shall be based on water usage as recorded by the Water Utility. The water usage in one-family and two-family residences shall equal the water meter readings, except that for ~~the second and third~~ calendar quarters, water usage shall be the lesser of the actual meter reading or the amount computed to equal the actual average consumption for the proceeding ~~first and fourth~~two quarters plus 15% (to account for normal warm weather consumption increases) as demonstrated by the following formula:

$$\frac{4\text{th Quarter} + 1\text{ Quarter Usage}}{2} \times \textcolor{blue}{1.15}$$

$$\frac{((1\text{st Quarter} + 2\text{nd Quarter Usage}) \div 2) \times 1.15}{2}$$

Except that no adjustment shall be made where the calculated average quarterly flow exceeds 11,000 gallons, in which case the actual reading shall be used.

SECTION II

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

**ORDINANCE NO. 02-2022, An Ordinance to Amend Section 1.37 of the Germantown
Municipal Code-Wastewater Management Sampling.**

PAGE 2

SECTION III

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

SECTION IV

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

Introduced by Trustee: _____

Adopted: March 21, 2022

Vote:

Ayes: _____

Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

Brian C. Sajdak, Village Attorney

Published:

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

MEETING DATE: March 21, 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract with Valbridge Property Advisors
re: ROW for Century Lane

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

SUMMARY EXPLANATION:

As part of the reconstruction of Century Lane the Village of Germantown needs to acquire additional land for Road Right-of-Way. One step in the legal process involves establishing a Fair Market value of the land and this is accomplished through contracting with a licensed Assessor, in this case “Valbridge Property Advisors”. Valbridge Property Advisors has submitted a proposal to perform the work in the not to exceed amount of \$9,000.00.

Due to the shortened time frame to acquire this land to be used in the 2022 Road Improvement Project this has not been reviewed by the Public Works and Highway Committee.

The funds would come from the 2022 Capital Improvement Projects Fund.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER XX

- Valbridge Property Advisors Proposal

RECOMMENDATION:

Staff recommends the Village Board approve entering into a contract with Valbridge Property Advisors in the not to exceed amount of \$9,000.00.

COMMITTEE ACTION:

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

March 15, 2022

SENT VIA EMAIL

Mr. Eli Brulla, Civil Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

RE: Authorization & Engagement for Condemnation Real Estate Appraisals of
Multiple Parcels along Century Lane
Project No. 0823 from STH-145 to Lovers Lane
Village of Germantown, Washington County, WI 53022

Dear Mr. Brulla:

Pursuant to your request, I herewith submit my proposal to complete real estate appraisals for the above properties related to improvements on Century Lane in the Village of Germantown, Washington County, WI. The Village of Germantown is planning to acquire a portion (either in fee or temporary easement) of properties via condemnation (i.e., a partial acquisition or taking). The primary tax parcel numbers impacted include: 153986, 153985, 153979 and 153996. A copy of the proposed transportation plat is attached to this letter.

The purpose of each appraisal is to develop an opinion of the market value for the property, considering both a before and after the taking analysis. We understand the intended use of the report is to assist the Village of Germantown (the condemnor) with determining the appropriate compensation due to the owner for the acquisition in accordance with the provisions of the Wisconsin State Statutes. The appraisal shall be prepared for the identified client, the Village of Germantown. The intended users include the Village of Germantown and their designated representatives. We acknowledge the intent is to share with the property owners.

The condemnation appraisal will be in an Appraisal Report format with full support for its value conclusions. The report will be made in conformity with and be subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice. The reports will also be prepared in accordance with Wisconsin State Statute 32.09 and the Real Estate Program Manual of the Wisconsin Department of Transportation (WisDOT). The appraisal will exclude all tangible personal property like furniture, fixtures and equipment.

The fee for our services will be based on an hourly rate of \$185 per hour for S. Steven Vitale, MAI and Matthew J. Gehrke and \$95 to \$125 per hour for other staff appraisers; the total appraisal fee is expected not to exceed \$9,000. A retainer of \$0 is due upon acceptance of this agreement. The professional fees include all out-of-pocket expenses as well as compensation for our time. However, it excludes the cost of any outside contractors that may also be necessary.

We expect to provide you the condemnation appraisals within 45 days of authorization. If the client requests a draft, payment is due upon delivery of the draft. The balance of the professional fees is due upon completion. Interest to accrue at 1.0% per month (12.0% annum) on all amounts not paid within 30 days.

Additional professional fees incurred for time committed subsequent to the production of the Final Report, will be billed separately. Should additional consulting services, such as additional analysis or testimony work, be requested or required, we will charge based on hourly rates for the additional time. The current hourly rate for litigation consulting services by S. Steven Vitale, MAI and Matthew J. Gehrke, MAI is \$300.00 per hour plus out of pocket expenses. We will furnish you a pdf copy of the report. Hard copies are available for \$20 per report.

We understand the Village will provide property owners a copy of our appraisal of the subject property completed on behalf of the Village of Germantown. As provided by Wisconsin State Statutes, property owners may then obtain an additional appraisal from a qualified appraiser of their choice. The Condemnor will pay the reasonable cost of an appraisal, if it is submitted within 60 days of receipt of the Condemnor's offer.

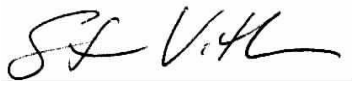
Valbridge Property Advisors | Milwaukee has not provided appraisal services regarding the subject property within the three years preceding the date of this letter.

The appraisal will not take into consideration the possibility that the property may be contaminated with PCB's, or any other hazardous, or radioactive substances. The value reported will be exclusive of the costs to discover, remove, or render harmless such environmental impairments. If you have any concern such substances may exist in the property, you should hire a qualified independent engineer or contractor to investigate. We cannot assume any responsibility for the discovery, analysis, or treatment of such substances on the subject or its surroundings.

Attached to and incorporated in this engagement letter are Valbridge Property Advisors | Milwaukee and Vitale Realty Advisors, LLC Terms and Conditions of Agreement. These Terms and Conditions are a substantive part of our engagement and govern the work to be performed for you.

Thank you for giving us the opportunity to serve you; we look forward to working with you on this assignment.

Respectfully submitted,
Valbridge Property Advisors | Milwaukee



S. Steven Vitale, MAI
Senior Managing Director
Wisconsin License #506-10
License Expires 12-14-2023
svitale@valbridge.com
(262) 782-7990

AGREED AND ACCEPTED

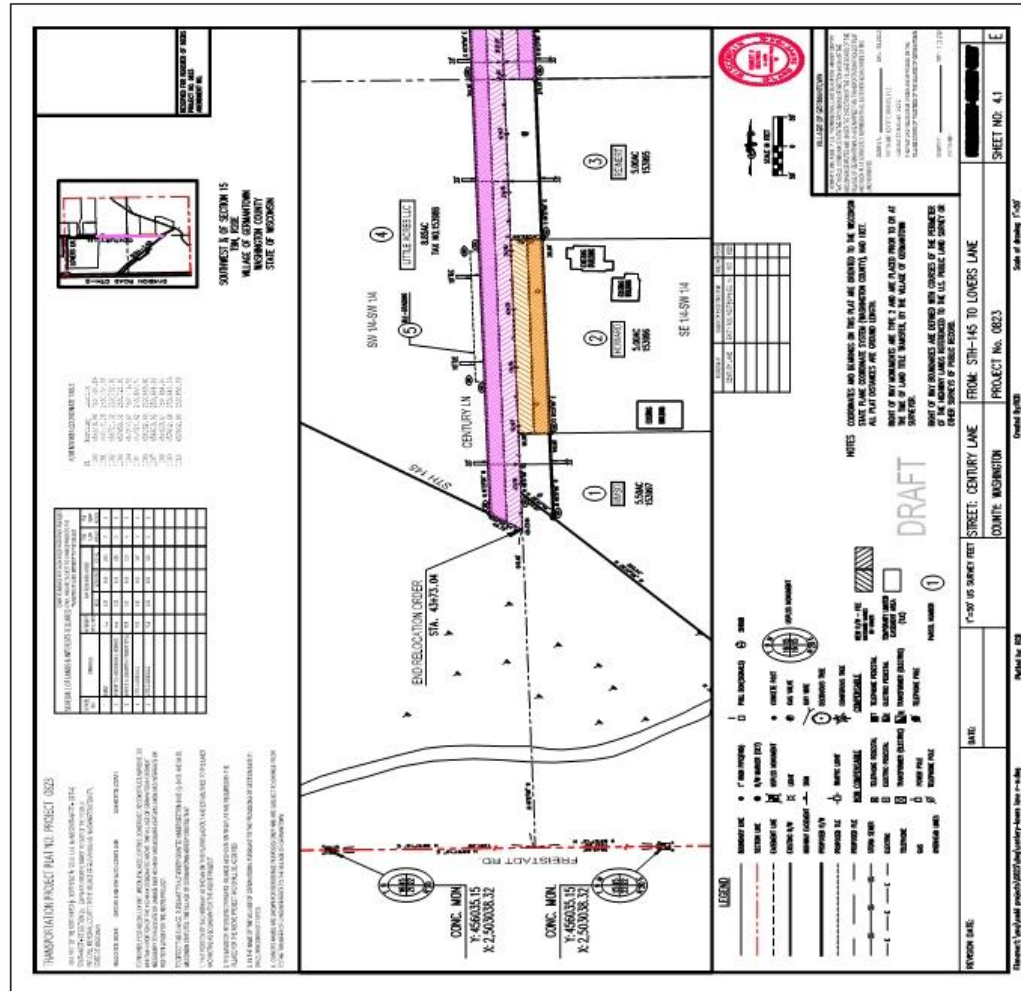
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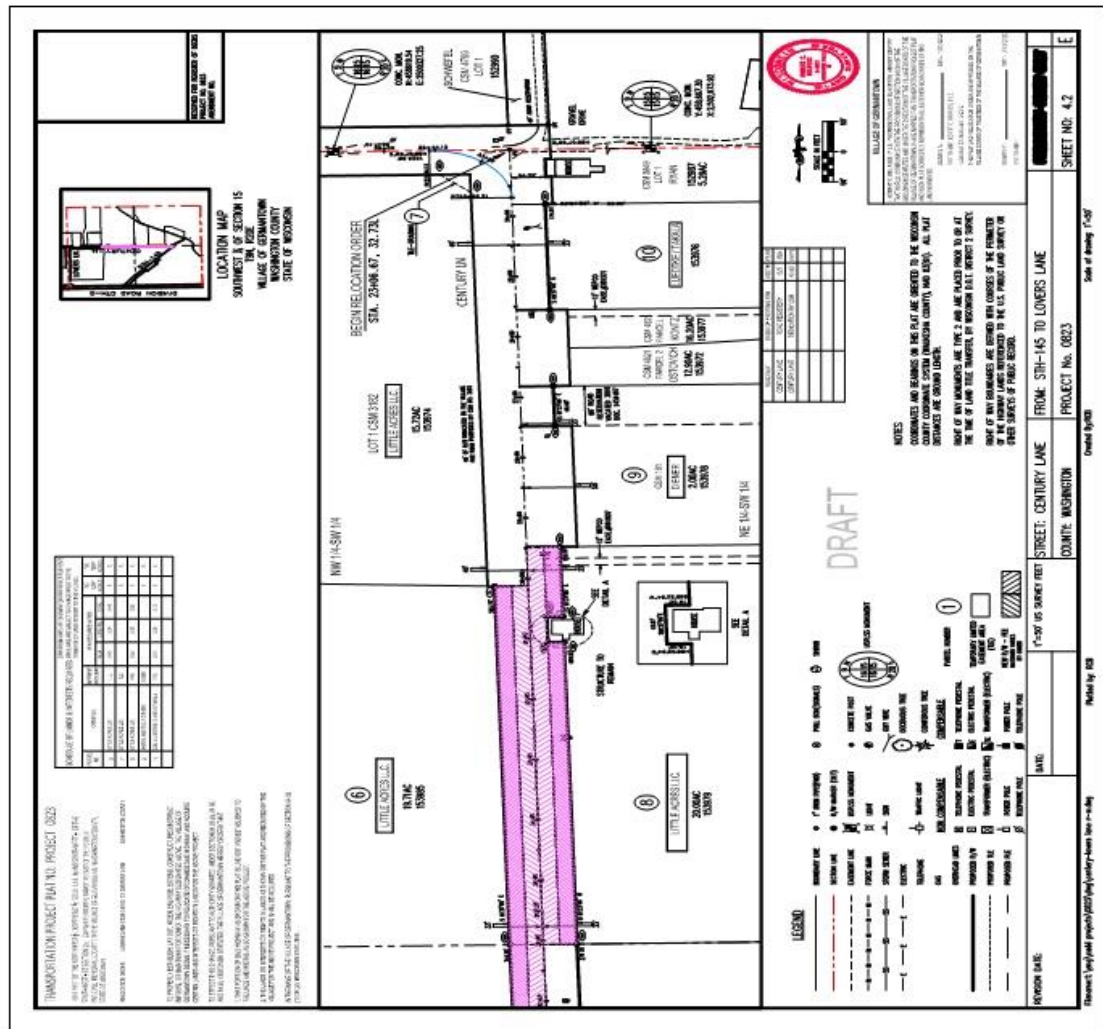
Title

Name (type or print)

Date

Plat





**TERMS AND CONDITIONS OF AGREEMENT
APPRAISAL**

1. These Terms and Conditions, when attached to any agreement for appraisal services between Client and Appraiser ("Agreement"), shall be deemed a part of such Agreement as though set forth in full therein.
2. Appraiser shall exercise independent judgment and complete the appraisal assignment called for by the Agreement ("Assignment") in accordance with sound appraisal practice and the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute.
3. All statements of fact in the appraisal report which are used as the basis of Appraiser's analyses, opinions, and conclusions will be true and correct to the best of Appraiser's knowledge and belief. Appraiser may rely upon the accuracy of information and material furnished to Appraiser by Client.
4. Appraiser shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The appraisal report will not constitute a survey of the property appraised.
5. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Vitale Realty Advisors, LLC and Client. Distribution of the report is at the sole discretion of the client. We assume no responsibility for unauthorized use of the appraisal by a third-party.
6. Client shall, in a timely manner, provide Appraiser with such materials with respect to the Assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the real property to be appraised, and hereby grants permission for entry, at reasonable times during business hours. A delay in receipt of information may delay completion of the assignment.
7. Each of the parties will indemnify and hold the other party harmless from and against any liability, cost or expense (including attorney fees) arising out of any claim or legal proceedings brought by a third party where such claim or legal proceedings is based on the negligent act or omission, or misconduct of the party against whom indemnification is sought.
8. Unless expressly specified in the Agreement, the fee quoted does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors or Vitale Realty Advisors, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, Client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.

9. In the event Client requests additional consultation or work beyond the scope of this assignment or following completion of the initial assignment or in the event that the appraiser is deposed or called as a witness to testify at a trial or other proceeding, Client shall pay an additional charge for this work, at the Appraiser's standard hourly rate, whether or not the completed appraisal report has been delivered to Client at the time of the request. Often the Appraiser will be called upon as a witness to testify about the appraisal report or the Appraiser's conclusions or methodology. Any additional work for this purpose will be charged at Appraiser's standard hourly rate.
10. Client agrees that the appraisal report shall not be quoted or referred to in any financial statement of Client or in any documents filed with any governmental agency, if it is anticipated that such statement or documents will be relied upon by a member of the public in making an investment in property that is the subject of the appraisal, without the prior written consent of Appraiser. Neither all nor any part of the content of the appraisal report including, without limitation, the conclusions as to value, the identity of Appraiser, references to the Appraisal Institute or references to the MAI or SRA designations shall be disseminated to the public through advertising or other mass media without the prior written consent of Appraiser.
11. The data gathered in the course of the Assignment (except data furnished by Client) shall remain the property of the Appraiser. The appraisal report prepared pursuant to the Agreement shall remain the property of Client. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the appraisal report and the related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. The fee for this appraisal is not contingent upon the valuation of the property, the funding of any loan, or the outcome of litigation. Should the assignment be terminated prior to completion, Client agrees to pay for time and costs incurred prior to our receipt of written notice of cancellation.
13. In the event Client fails to make payment when due and payable, then from that date until payment in full is received, the amount due and payable shall bear interest at the rate of 12% per annum. If collection of any past due amounts are sent to a lawyer, regardless of whether a lawsuit is filed, the Client is responsible for all costs of collection, including attorneys' fees.
14. Valbridge Property Advisors | Milwaukee reserves the right to approve or disapprove (the approval not to be unreasonably withheld), in writing and in advance of any filing with the SEC or other governmental agency, all uses of Valbridge Property Advisors and/or Vitale Realty Advisors, LLC's name or references to the services provided hereunder by Valbridge Property Advisors and/or Vitale Realty Advisors, LLC, provided however that such approval shall not be

necessary in the event the appraisal report, the appraisers name, or the services provided hereunder are required to be disclosed as part of any SEC or other governmental filing.

15. We will not make a specific compliance survey and analysis of the property to determine if it is in conformity with the various requirements of the Americans with Disabilities Act ("ADA") which became effective January 26, 1992. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we will not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
16. The appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. Nor does it certify that tenants have complied with all requirements necessary to obtain use and occupancy permits. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
17. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Vitale Realty Advisors, LLC. Valbridge Property Advisors, Inc. has not been engaged to provide this report, does not provide valuation services, and has taken no part in the preparation of this report.
18. If any claim is filed against any of Valbridge Property Advisors, Inc. a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
19. This report and any associated work files are subject to evaluation by Valbridge Property Advisors, Inc. for quality control purposes. If Client is unwilling to waive confidentiality for this purpose, client must inform Valbridge Property Advisors | Milwaukee upon acceptance of this assignment.
20. All disputes shall be settled by binding arbitration in accordance with the then-existing commercial arbitration rules of the American Arbitration Association (the "AAA").
21. This document contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may only be modified by subsequent written agreement of the parties.

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUNICIPAL
WASTEWATER AND MUNICIPAL WATER UTILITY SERVICE
BETWEEN THE VILLAGE OF RICHFIELD AND
THE VILLAGE OF GERMANTOWN**

This AGREEMENT, is entered into this day of by and between the Village of Richfield organized and existing under the laws of the State of Wisconsin with principal offices at 4128 Hubertus Road, Hubertus, Wisconsin, (“RICHFIELD”) and the Village of Germantown, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at N1112W17001 Mequon Road, Germantown, Wisconsin, (“GERMANTOWN”), is as follows:

RECITALS

1. GERMANTOWN and RICHFIELD are authorized under Wis. Stat. § 66.0301(2) to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.
2. GERMANTOWN and RICHFIELD executed a Memorandum of Understanding (generally a “MOU”) in October of 2020. The purpose of the MOU was to study RICHFIELD’S Northeast Corridor and whether the extension of municipal sewer and water to RICHFIELD’S Northeast Corridor would be beneficial to each community. Additionally, the MOU created a cost-share agreement regarding a Traffic Impact Analysis (“TIA”) which was requested by the Wisconsin Department of Transportation (“WisDOT”) to study the future infrastructure improvements to serve developments on both sides of I-41 on the Holy Hill Corridor.
3. GERMANTOWN has determined that serving the Northeast Corridor may benefit the financial health of its water and sewer utilities by increasing the customer base by having non-Germantown property owners helping to pay a portion of the capital costs.
4. GERMANTOWN and RICHFIELD also determined that cooperative planning with compatible development of the Northeast Corridor may serve to drive economic development within the Holy Hill Corridor.
5. RICHFIELD desires to encourage office/light industrial/logistics and warehousing development in the Northeast Corridor based in part due to its proximity to I-41, a major transportation arterial.
6. GERMANTOWN, RICHFIELD and Washington County executed a second MOU in the fall of 2021. The MOU between the local government partners created a cost-share agreement to extend the height of the water tower being constructed in GERMANTOWN on Rockfield Road an additional 35’ in height, which would allow the tower to provide sufficient water pressure if service was extended to RICHFIELD’S Northeast Corridor. GERMANTOWN has received approval from the Wisconsin Department of Natural

Resources (“WisDNR”) regarding the depth of Well No. 12 and anticipates receiving WisDNR approval regarding the height of the same soon.

7. GERMANTOWN does not own a wastewater treatment facility but is a customer of the Milwaukee Metropolitan Sewer District (“MMSD”). GERMANTOWN has determined that, provided that RICHFIELD’S Northeast Corridor is served by a sewer line that is extended from the intersection of Freistadt and Goldendale Roads, it has the capacity to serve the Northeast Corridor without hampering GERMANTOWN’S projected future growth area that could be served by the municipal sewer line within Holy Hill Road. GERMANTOWN and RICHFIELD acknowledge that approval from WisDNR, MMSD and the Southeastern Wisconsin Regional Planning Commission (“SEWRPC”) will be necessary to expand the municipal sewer service area.
8. RICHFIELD and GERMANTOWN, in cooperation with Washington County and Economic Development Washington County (“EDWC”), agree to explore the potential for grant funding from the WisDOT, Wisconsin Economic Development Corporation (“WEDC”), and the potential to utilize one-time federal grant funding (ARPA, Federal Infrastructure Bill) to help defray the direct costs to our respective taxpayers.
9. RICHFIELD and GERMANTOWN are currently in agreement regarding the Freistadt Road municipal sewer connection. The municipal sewer line would generally proceed northwest of the Freistadt Road and Goldendale Road intersection through various private properties, the exact location of which has yet to be determined, and then follow the State of Wisconsin’s right-of-way along the Wisconsin Southern Railroad Line to the Northeast Corridor (the “General Route”). RICHFIELD has contacted the WisDOT regarding the administrative approvals process for the same. GERMANTOWN has been working to discuss the matter with private property owners and has received positive feedback. The General Route is depicted in Exhibit A attached hereto.
10. RICHFIELD and GERMANTOWN are currently in agreement regarding the Rockfield Road connection for municipal water, which is approximately 0.5 miles from RICHFIELD’S municipal border. The municipal water line would then loop to Freistadt Road generally following the municipal sewer line route described in paragraph 9 above.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, RICHFIELD and GERMANTOWN agree as follows:

A. GENERAL TERMS

1. RICHFIELD intends to proceed with the installation of infrastructure under this Agreement upon securing Development Agreement(s) and formation of a Tax Increment District (“TID”) for the anticipated office/light industrial/logistics and warehousing development in RICHFIELD’S Northeast Corridor.
2. RICHFIELD shall fund the costs of infrastructure outlined herein with the utilization of tax increment financing through the TID, which would be created prior to any

improvements occurring. The Parties agree that “but for” this TID assistance, development in the nature of RICHFIELD’S proposed development would not be expected to occur within the Northeast Corridor.

3. RICHFIELD shall pay the cost of the initial installation of municipal water and municipal sewer system improvements and associated appurtenances, including design, construction management, obtaining necessary approvals (including extensions of GERMANTOWN’S service areas) and acquisition of easements, necessary to serve the development in the Northeast Corridor. GERMANTOWN, in anticipation of servicing a broader area of land previously unserved, will cover the difference in material cost in the sizing of the respective utility lines to serve their needs. The parties shall split the cost equally for any right-of-way acquired in GERMANTOWN along the proposed route of the Freistadt Road connection where the sanitary sewer and water utilities will be located within said right-of-way. In the event it becomes necessary to acquire easements within Germantown necessary to provide service exclusively for the benefit of RICHFIELD, GERMANTOWN may exercise its powers of eminent domain, but if it declines to do so, GERMANTOWN authorizes RICHFIELD to exercise its powers of eminent domain under Wis. Stat. § 32.02(1). All costs associated with the acquisition of easements within Germantown necessary to provide service exclusively for the benefit of RICHFIELD shall be borne by RICHFIELD. All easements obtained by RICHFIELD for the water and sewer systems shall include language authorizing GERMANTOWN’S utilities to utilize the easements to install, operate, maintain, supplement, repair, enlarge, reconstruct, relocate, inspect and/or extend underground facilities, pipeline or pipelines with valves, hydrants, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment and including cathodic protection apparatus used for corrosion control, as deemed necessary by GERMANTOWN, for the operation of the system(s).
4. GERMANTOWN shall cooperate as necessary in assisting RICHFIELD with reviewing design plans, submissions necessary for approvals, and the like.
5. RICHFIELD shall design and construct all municipal water and municipal sewer system improvements consistent with GERMANTOWN Developer Handbook and Standard Specifications, Chapter 2 of the MMSD Rules, State and Federal regulations, and with approval of GERMANTOWN engineering department and utilities.

B. SERVICE AREA AND CAPACITY

1. Subject to the terms of this Agreement, and subject to any physical or geographic (elevation) limitations, GERMANTOWN shall provide sanitary sewer and municipal water service to the lands contained within the Northeast Corridor, as shown in the attached Exhibit B (the “RICHFIELD Service Area”). Any additions to the RICHFIELD Service Area must be approved in writing by GERMANTOWN. It is anticipated that sanitary sewer and municipal water service will be first provided to those lands within the TID described in paragraph A.1. to be developed as office/light industrial/logistics and warehousing. RICHFIELD may, at its cost and discretion (but in coordination with GERMANTOWN), extend sanitary sewer or municipal water service to other areas within

the RICHFIELD Service Area to provide service to those uses existing as of the Effective Date of this Agreement. Any changes to the existing uses or additional uses other than the planned office/light industrial/logistics and warehousing use must be approved by GERMANTOWN in writing before any sanitary sewer and/or municipal water service may be provided for such use, and approval shall not be unreasonably withheld. If these restrictions are complied with, capacity shall be provided by GERMANTOWN up to the limits provided for in this Agreement.

2. GERMANTOWN shall provide sanitary sewer service to the RICHFIELD Service Area solely for domestic strength wastewater in an amount not to exceed the following capacities:

Flow Condition	Flow
Average Daily	0.4 MGD
Daily Peak	0.7 MGD

3. Domestic strength wastewater is defined as follows:

- a. <350 mg/L Biological Oxygen Demand (BOD₅)
- b. <370 mg/L Total Suspended Solids (TSS)
- c. <40 mg/L Total Kjeldahl Nitrogen (TKN)
- d. <7 mg/L Total Phosphorus (TP)
- e. 6.5 – 9.5 s.u. pH
- f. <100 mg/L Hexane Extractable Materials
- g. All other prohibitions as outlined in GERMANTOWN Municipal Code § 13.33 and Chapter 11 of the MMSD Rules.

4. GERMANTOWN shall provide municipal water service to the RICHFIELD Service Area in an amount not to exceed the following capacities:

Flow Condition	Flow
Average Annual	0.58 MGD
1-day Maximum	1.10 MGD
Peak Instantaneous	2,500 GPM

5. Flow Metering

- a. Sewer. RICHFIELD shall install a metering system in the Northeast Corridor Pump Station for the purpose of accurately measuring and communicating the volume of wastewater transmitted to GERMANTOWN from the RICHFIELD Service Area.

GERMANTOWN shall continue to maintain the metering system in good operating condition. In the event of malfunction, GERMANTOWN will correct the malfunction within forty-eight hours of notice of malfunction.

- b. Water. GERMANTOWN shall install appropriately sized water meters at a building's connection point to its lateral, which meters shall be maintained by GERMANTOWN consistent with its meter maintenance policies.
- c. In the case of a metering system failure, flows shall be calculated based upon the time of operation shown on the run time meters multiplied by the apparent capacity of each pump until the system is repaired and put back into service.
- d. GERMANTOWN reserves the right to install cellular meters as it deems necessary.

C. SANITARY SEWER SERVICE

1. The RICHFIELD Service Area shall be served by a sanitary sewer main that is extended from the existing main located at the intersection of Goldendale and Freistadt Roads. The main extension shall be a gravity sewer from that intersection along the General Route to a point that is roughly located near the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of section 18 in GERMANTOWN. The exact location shall be established as the General Route is finalized. The remainder of the General Route may be a force main, in the discretion of RICHFIELD.
2. GERMANTOWN shall own, operate, and maintain the sanitary sewer system located within RICHFIELD boundaries. GERMANTOWN shall also be responsible for costs associated with planning, designing and construction of improvements or other changes to GERMANTOWN'S sewerage system downstream of the connection point at Goldendale and Freistadt Roads needed to provide service to any GERMANTOWN'S service areas, including any interceptor connection to GERMANTOWN'S sewerage system, to the extent that such new system facilities are required to adequately provide service to RICHFIELD. In the event new system facilities are required to adequately provide service to RICHFIELD, GERMANTOWN agrees that it will allow RICHFIELD input on all bids received before awarding any bids for construction of such new system facilities required to adequately provide service to RICHFIELD, however GERMANTOWN shall have the sole discretion with respect to the award of any Bid.
3. Any proposed additional or substitute connection point(s) to GERMANTOWN'S sanitary sewer system beyond the General Route must be approved by GERMANTOWN and RICHFIELD.
4. All state and local regulations regarding separation and elimination of clearwater from sanitary wastes shall be strictly adhered to and enforced by both parties.
5. RICHFIELD agrees to maintain the areas around all sanitary sewer structures and appurtenances in such a manner as to avoid damage to them. (i.e., snowplowing, mowing

operations). In the event that damage to structures or appurtenances does occur, it shall be immediately reported to GERMANTOWN. GERMANTOWN will repair any damage and charge the cost of repairs to the party responsible for the damage in a manner consistent with its policies.

6. RICHFIELD hereby agrees to comply with Chapter 13 of GERMANTOWN'S Municipal Code and all provisions of the MMSD code pertaining to this service, now in existence or enacted or amended at any time during the existence of this Agreement or any extension thereof. In the event it has not done so to date, RICHFIELD shall adopt, within 60 days of the effective date of this Agreement, a sewer use ordinance substantially in conformance with Chapter 13 of GERMANTOWN'S Municipal Code and MMSD Rules. Such sewer ordinance shall require all RICHFIELD users of GERMANTOWN'S system to comply with all applicable ordinances, rules and regulations of GERMANTOWN, and RICHFIELD shall strictly enforce said regulations.
7. The parties agree that GERMANTOWN shall have the right to inspect all users within the RICHFIELD Service Area and if, from any inspection, it is determined by GERMANTOWN that any deleterious waste is improperly entering the system, or that either RICHFIELD or a user are violating any ordinance, rule or regulation or this Agreement, the user and RICHFIELD will be notified in writing and shall be required to cease and desist such discharge immediately in the case of deleterious waste and within five (5) days if some other violation. In the event RICHFIELD and/or user fail to take corrective action (or in the alternative to satisfactorily assure GERMANTOWN that corrective action will be taken within a specified period of time), GERMANTOWN may pursue any and all remedies available to achieve compliance.
8. RICHFIELD agrees that federal, state and local regulations regarding pretreatment of those industrial wastes demanding such pretreatment shall be allowed to be rigidly monitored and enforced upon the applicable industrial dischargers by GERMANTOWN.
9. Sewer Service Connections.
 - a. No permit for any additional connection to GERMANTOWN'S collection system shall be issued without prior written notice to GERMANTOWN. GERMANTOWN agrees that it will ensure that no permits are issued for any improvement involving new connections to the sewerage system unless the applicant first pays all applicable fees, and the aforementioned written notice has been given to GERMANTOWN.
 - b. All installations of building connection laterals shall be approved by GERMANTOWN'S designated inspector and installed by a licensed plumber. Upon issuance of an installation permit, GERMANTOWN'S inspector shall immediately forward a copy of the permit to RICHFIELD. In addition, GERMANTOWN'S inspector shall advise RICHFIELD by telephone of the location and date of construction of each lateral. This notification by GERMANTOWN to RICHFIELD shall be given no later than 24 hours prior to

date of construction. GERMANTOWN may conduct spot inspections to determine compliance with GERMANTOWN requirements. RICHFIELD shall collect GERMANTOWN'S fees associated with these services and forward the fees promptly to GERMANTOWN.

- c. After each connection is completed, GERMANTOWN shall provide RICHFIELD with a compliance report certified by GERMANTOWN'S plumbing inspector that the connection was inspected and was made in accordance with all state and local regulations. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin.
- d. RICHFIELD shall have the right to inspect GERMANTOWN'S permit records to ensure compliance with this Agreement. RICHFIELD shall also have the right to inspect any work performed relating to sewer service connections. All connections to the system shall meet the requirements of Chapter 13 of the Municipal Code of GERMANTOWN.
- e. RICHFIELD shall not permit septic waste from unconnected properties or from properties in the process of abandonment to be deposited in the sewerage system.

10. Sewage Treatment Rates

- a. GERMANTOWN and RICHFIELD have discussed and agree that sewer rates, as set by GERMANTOWN, will be set at 120% of the rates charged to GERMANTOWN ratepayers. GERMANTOWN shall oversee servicing of the municipal sewer line as well as routine/emergency maintenance. RICHFIELD customers shall pay the same connection charges as GERMANTOWN ratepayers.
- b. The 2022 rate structure under this Agreement is set forth in Exhibit C attached hereto. The rates established are set to pay for the conveyance, treatment, and disposal of sewage transmitted to GERMANTOWN from the users in RICHFIELD for the operation and maintenance costs, including DNR-mandates replacement fund expenses for the wastewater treatment facility and collection system.
- c. Changes to rates for service shall be as established in GERMANTOWN Municipal Code, which shall be on a reasonable and non-discriminatory cost of service basis.
- d. The sewer user charge rate shall be applied to the total wastewater flow as metered at RICHFIELD connection point and based upon the number of lateral connections in accordance with the rate structure set forth in Exhibit C.
- e. MMSD has, as a component of its cost of service, an annual fee dedicated to its capital fund. In the event MMSD levies a capital fee based upon development in RICHFIELD, RICHFIELD shall be solely responsible for payment of the fee.

11. Future Upgrades and Expansion

- a. It is understood by RICHFIELD that GERMANTOWN'S use of the MMSD wastewater treatment facility is considered a regional facility and accordingly, the potential exists for future agreements by GERMANTOWN for conveyance of wastewater originating in other municipalities, or sanitary, management and utility districts created therein. Additions to the capacity of the wastewater treatment facility or interceptors, consistent with upgraded treatment processes as required by the Department of Natural Resources and the Environmental Protection Agency (EPA) or caused by growth, may be necessary in the future.
- b. If improvements to the MMSD wastewater treatment facility or the addition of a specific process for treating wastewater is required solely due to the treatment of wastewater from a user within the RICHFIELD Service Area, the total of such expense shall be paid by the user. If improvements to the wastewater treatment facility or the addition of a specific process for treating wastewater is required solely due to the treatment of wastewater from a user outside the RICHFIELD Service Area, none of such expense shall be charged to the user.

D. WATER SERVICE

1. The RICHFIELD Service Area shall be served by a municipal water main loop that is created by extending an existing main along Rockfield Road approximately 0.5 miles from RICHFIELD'S municipal boundary through the RICHFIELD Service Area and then following the General Route to the existing main located at the intersection of Goldendale and Freistadt Roads.
2. GERMANTOWN shall own, operate, and maintain the municipal water system located within RICHFIELD boundaries.
3. Any proposed additional or substitute connection point(s) to GERMANTOWN'S municipal water system beyond the loop described above must be approved by GERMANTOWN and RICHFIELD.
4. RICHFIELD agrees to maintain the areas around all municipal water structures and appurtenances in such a manner as to avoid damage to them. (i.e., snowplowing, mowing operations). In the event that damage to structures or appurtenances does occur, it shall be immediately reported to GERMANTOWN.
5. Water Service Charges.
 - a. GERMANTOWN and RICHFIELD have discussed and agree that the water rates, as set by the Public Service Commission (PSC) and agree that GERMANTOWN shall serve the RICHFIELD private industry user(s) as "Retail Customer(s)" rather than as "Wholesale Customer(s)". Those rates would be paid by the end-user(s) in the RICHFIELD Service Area. GERMANTOWN shall service the water line as well as routine/emergency maintenance. RICHFIELD customers shall pay the same connection charges as GERMANTOWN ratepayers.

- b. The 2022 rate structure under this Agreement is set forth in Exhibit D attached hereto. The rates established are set to pay for the water service provided to the users in RICHFIELD for the operation and maintenance costs, including replacement fund expenses for GERMANTOWN'S system.
- c. Changes to rates for service shall be as established in GERMANTOWN Municipal Code, which shall be on a reasonable and non-discriminatory cost of service basis.
- d. The water user charge rate shall be determined as metered at the user's building and in accordance with the rate structure set forth in Exhibit D.

6. Connections

- a. No permit for any additional connection to GERMANTOWN'S water system shall be issued without prior written notice to the GERMANTOWN. RICHFIELD agrees that it will ensure that no permits are issued for any improvement involving new connections to the water system unless the applicant first pays all applicable fees to GERMANTOWN, including impact fees according to GERMANTOWN'S water impact fee schedule, and the aforementioned written notice has been given to GERMANTOWN.
- b. All installations of building connections shall be approved by GERMANTOWN'S designated inspector and installed by a licensed plumber. Upon issuance of an installation permit, GERMANTOWN'S inspector shall immediately forward a copy of the permit to RICHFIELD. In addition, GERMANTOWN'S inspector shall advise RICHFIELD by telephone of the location and date of construction of each lateral. This notification by GERMANTOWN to RICHFIELD shall be given no later than 24 hours prior to date of construction. GERMANTOWN may conduct spot inspections to determine compliance with GERMANTOWN requirements.
- c. After each connection is completed, GERMANTOWN shall provide RICHFIELD with a compliance report certified by GERMANTOWN'S plumbing inspector that the connection was inspected and was made in accordance with all state and local regulations. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. RICHFIELD shall have the right to inspect GERMANTOWN'S permit records to ensure compliance with this Agreement. RICHFIELD shall also have the right to inspect any work performed relating to water service connections. All connections to the system shall meet the requirements of Chapter 13 of the Municipal Code of GERMANTOWN and GERMANTOWN'S Standard Specifications.
- d. RICHFIELD shall collect GERMANTOWN'S fees associated with building services and forward the fees promptly to GERMANTOWN.

E. BILLING DATES AND PROCEDURES FOR SEWER AND WATER - PAYMENT TERMS

1. GERMANTOWN, as a customer of MMSD, is providing wastewater treatment and collection operation and maintenance services and water service to the RICHFIELD Service Area and the users of those utilities shall be liable for payment for all charges relating to these services. GERMANTOWN shall bill the users for all charges on a cycle consistent with their billing of GERMANTOWN utility customers. All invoices shall be paid in full within their prescribed amount of time after the date of billing, and if not so paid, the account(s) shall be considered delinquent. Payments received by GERMANTOWN after said date may be subject to a late payment charge as determined by GERMANTOWN.
2. GERMANTOWN shall provide to RICHFIELD, on an annual basis prior to January 15 of each year, a customer-billing summary which indicates any changes to the number of customers being served by GERMANTOWN. RICHFIELD shall have the right to inspect GERMANTOWN'S customer billing records to ensure compliance with the Agreement.
3. RICHFIELD shall place delinquent charges on property tax bills at the request of GERMANTOWN. GERMANTOWN shall notify RICHFIELD of all delinquent bills on or before October 15, annually. RICHFIELD shall forward all collections on delinquent charges obtained through the tax bills to GERMANTOWN within 30 days of receipt.
4. To the extent it is deemed necessary by GERMANTOWN, RICHFIELD shall cooperate with GERMANTOWN in provided any disconnection notices that need to be provided to utility customers in RICHFIELD.

F. DISPUTES

1. At least sixty (60) days before initiating dispute resolution to enforce this Agreement, the party contemplating such dispute resolution shall so notify in writing the other party and request a meeting to discuss and resolve the matter in contention. Prior to initiating any dispute resolution, all outstanding charges due and owing shall be satisfied. The party receiving such notification shall make itself available at reasonable times and places for such discussions and attempted resolution. The parties represent that they will each make a good faith effort to resolve any disputes that may arise between them. This procedure for dispute resolution shall not apply to emergency or exigent circumstances.
2. Upon failure of either party to comply with the terms and provisions of this Agreement, or with any rules and regulations set forth by the Wisconsin Department of Natural Resources or United States Environmental Protection Agency or other authorities who have legal jurisdiction in these matters, the aggrieved parties may sue in any court of competent jurisdiction for declaratory judgment or other relief as may be provided by law. The prevailing party in any such litigation shall recover its reasonable attorney fees and costs from the other party.

3. The rights and obligations of RICHFIELD and its users shall include those set forth in Wis. Stat. § 66.0821.

G. PRIVATE WELL ESCROW

RICHFIELD shall establish an escrow in the amount of \$50,000 which shall be used in the event that any private well within one-half (0.5) mile of GERMANTOWN'S new well number 12 experiences lowered water levels necessitating the deepening or replacement of the well and/or pump. The escrow funds shall be utilized to complete the work necessary. The escrow fund shall close upon the exhaustion of the escrow funds or the closure of RICHFIELD'S TID established for the Northeast Corridor, whichever comes first, and any remaining funds shall be returned to RICHFIELD.

H. EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2022

I. TERM OF CONTRACT

This term of this contract shall run indefinitely.

J. EFFECT OF AGREEMENT

GERMANTOWN and RICHFIELD recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between GERMANTOWN and other entities.

K. SEVERABILITY

If a court of competent jurisdiction declares any clause, provision or section of this Agreement invalid, the invalidity of such clause, provision or section shall not affect the remaining provisions.

L. FORCE MAJEURE

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

M. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of RICHFIELD and GERMANTOWN, and no third party (other than successors and permitted assigns) shall have any rights or

interest in any provision of this Agreement, or as a result of any action or inaction of the parties in connection therewith.

N. ENTIRE AGREEMENT; AMENDMENT

This Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement, and this Agreement supersedes all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. No waiver, amendment, modification or variation in the terms of this Agreement shall be valid unless in writing and signed by both parties.

THIS AGREEMENT shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, or such public boards committees, commissions or entities as shall succeed substantially to the rights, powers, and duties of the Parties hereto respectively.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of GERMANTOWN pursuant to a motion adopted by the Village Board on the ____ day of _____, 2022, and on behalf of RICHFIELD pursuant to a motion adopted by the Village Board on the ____ day of _____, 2022.

VILLAGE OF GERMANTOWN

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

Brian C. Sajdak, Village Attorney

VILLAGE OF RICHFIELD

John Jeffords, Village President

ATTEST:

Jim Healy, Village Administrator/Clerk

General Route Map



EXHIBIT B

RICHFIELD Service Area Map

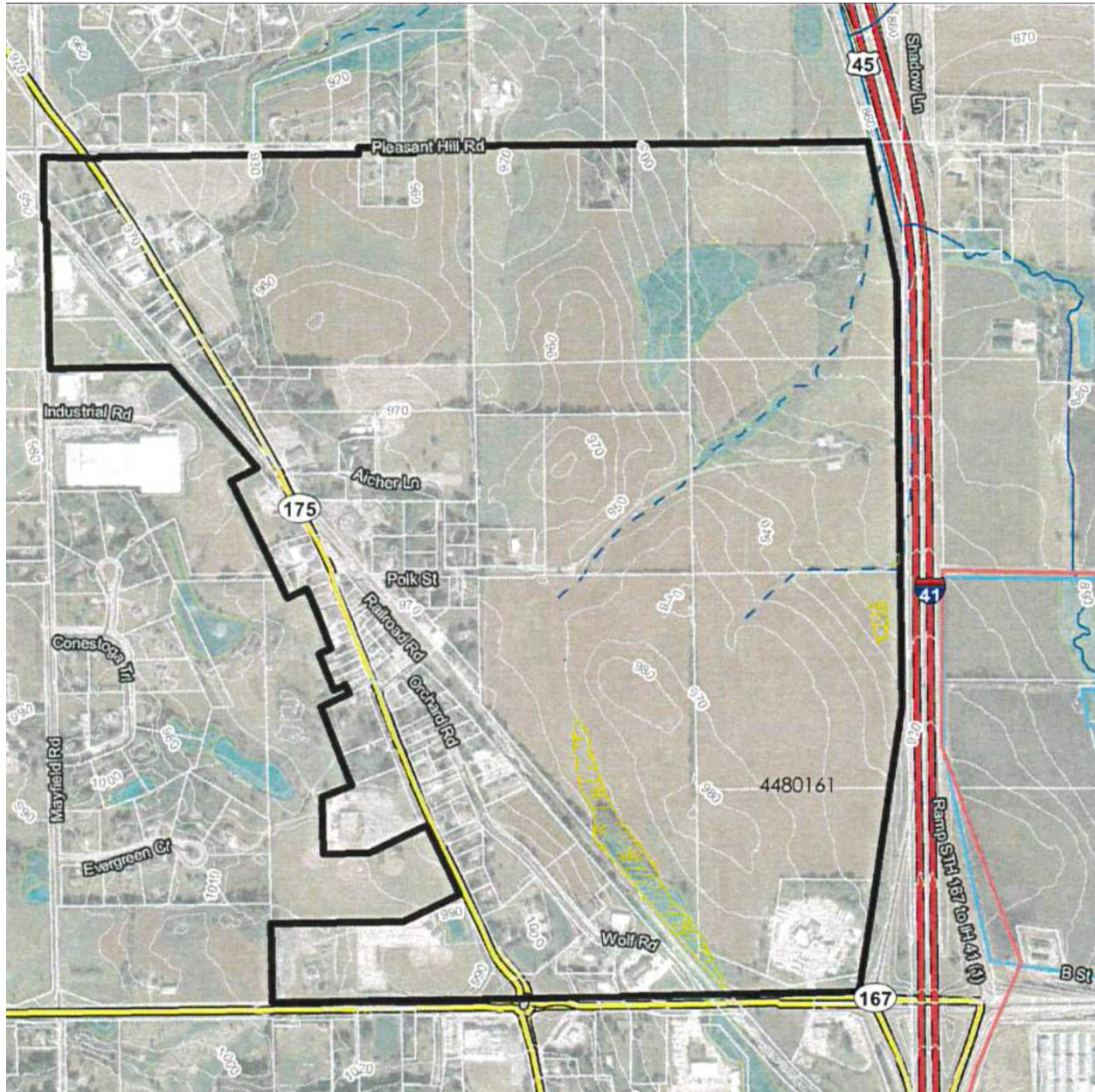


EXHIBIT C

Effective 12/15/2014 (1st Qtr 2015) - 10% increase

SEWER RATES

Quarterly Service Charge per Residential Dwelling Unit: \$40.01/ea.

Quarterly Service Charge for all other classes: Commercial, Industrial & Public properties:

Meter Size	\$ Amt	Meter Size	\$ Amt
5/8"	\$40.01	2"	\$132.02
3/4"	\$40.01	3"	\$202.03
1"	\$74.02	4"	\$362.06
1 1/2"	\$102.02	6"	\$592.08

Plus Volume Charge:

\$6.913 per 1,000 gallons of flow - Residential

\$8.641 per 1,000 gallons of flow - Commercial, Industrial, Public

*** Summer Sewer Billing Adjustment (1- & 2-Family Residences):**

Sewer utility volumetric basis for 2nd or 3rd quarter = lesser of actual volume of water usage

OR below calculated maximum:

$$\frac{(4\text{th Qtr} + 1\text{st Qtr Consumption})}{(2) \times 1.15}$$

= maximum volume of water usage to be attributed to Sewer Utility billing for 2nd and/or 3rd qtrs

New Customers without prior histor of usage:

Actual usage OR Village average of 18,000 gallons, whichever is lesser amount

New Customers with only one full quarter of prior usage or partial quarters:

Partial 4th Qtr & Full 1st Qtr	=	1st Qtr Consumption + 15%
Partial 1st Qtr	=	18,000 gallon Village average

LATE FEE - 1.0% per month

RETURNED CHECK FEE - \$20.00

EXHIBIT D

Water Rates

[See Attached]

Germantown Water Utility**Public Fire Protection Service**

Public fire protection service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission shall apply.

Municipal Charge:

The annual charge for public fire protection service to the Village of Germantown shall be \$537,000. The utility may bill for this amount in equal installments.

Direct Charges:

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the remaining public fire protection service charge to the retail general service customers.

Quarterly Public Fire Protection Service Charges:

$\frac{5}{8}$ - inch meter:	\$ 2.13	3 - inch meter:	\$ 33.00
$\frac{3}{4}$ - inch meter:	\$ 2.13	4 - inch meter:	\$ 54.00
1 - inch meter:	\$ 5.31	6 - inch meter:	\$ 108.00
1 $\frac{1}{4}$ - inch meter:	\$ 7.86	8 - inch meter:	\$ 171.00
1 $\frac{1}{2}$ - inch meter:	\$ 10.65	10 - inch meter:	\$ 255.00
2 - inch meter:	\$ 18.00	12 - inch meter:	\$ 342.00

Customers who are provided service under Schedules Mg-1, Ug-1, or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Germantown Water Utility

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

2 - inch or smaller connection:	\$	24.00
3 - inch connection:	\$	40.00
4 - inch connection:	\$	65.00
6 - inch connection:	\$	130.00
8 - inch connection:	\$	220.00
10 - inch connection:	\$	300.00
12 - inch connection:	\$	350.00
14 - inch connection:	\$	486.00
16 - inch connection:	\$	600.00

Billing: Same as Schedule Mg-1.

RATE FILESheet No. 1 of 1Schedule No. Mg-1Amendment No. 19**Public Service Commission of Wisconsin****Germantown Water Utility****General Service - Metered**

Quarterly Service Charges:

5/8 - inch meter:	\$ 19.35	3 - inch meter:	\$ 141.00
3/4 - inch meter:	\$ 19.35	4 - inch meter:	\$ 219.00
1 - inch meter:	\$ 32.28	6 - inch meter:	\$ 405.00
1 1/4 - inch meter:	\$ 44.04	8 - inch meter:	\$ 621.00
1 1/2 - inch meter:	\$ 56.46	10 - inch meter:	\$ 909.00
2 - inch meter:	\$ 84.69	12 - inch meter:	\$ 1,200.00

Plus Volume Charges:

First	100,000	gallons used each quarter:	\$4.15 per 1,000 gallons
Next	900,000	gallons used each quarter:	\$3.60 per 1,000 gallons
Over	1,000,000	gallons used each quarter:	\$3.03 per 1,000 gallons

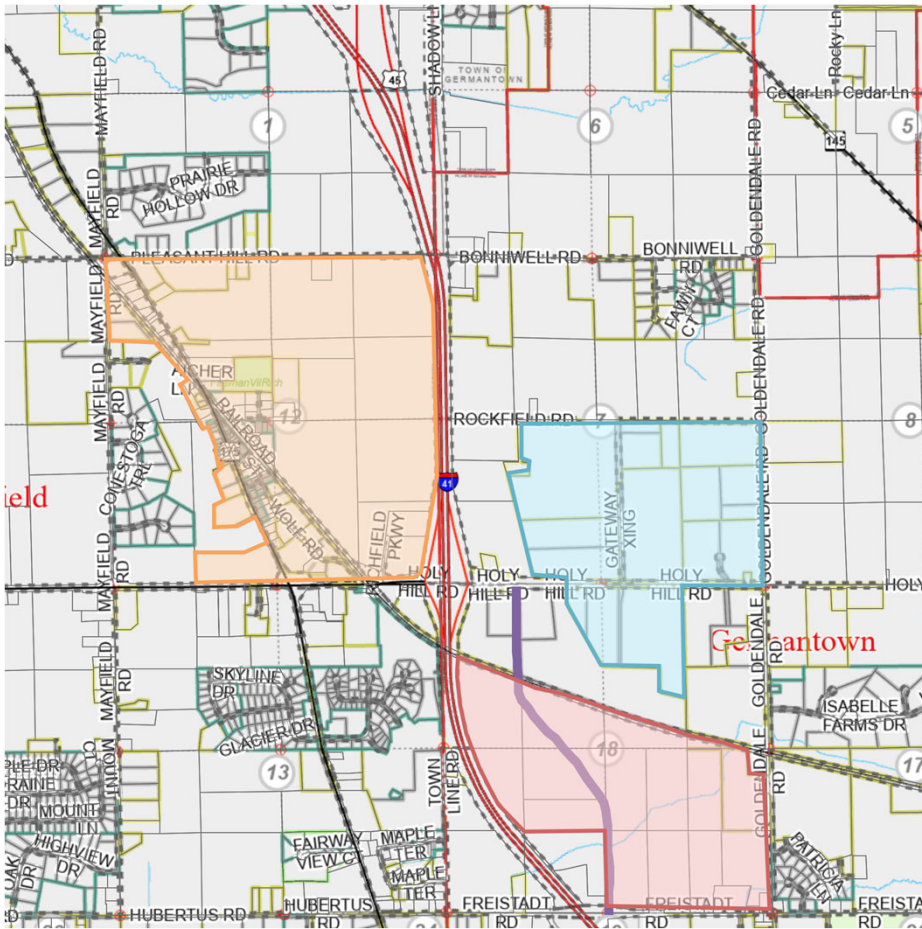
Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.



Germantown — Richfield Water & Sewer Service

Intergovernmental Agreement



Background

- December 2019: Richfield staff approaches Germantown staff to inquire about water & sewer service
- Request was to serve the “Northeast Corridor” – approximately 443 acres
- October 2020 MOU approved authorizing preliminary feasibility exploration and I-41 TIA
- Fall 2021 MOU re increasing height of water tower # 4

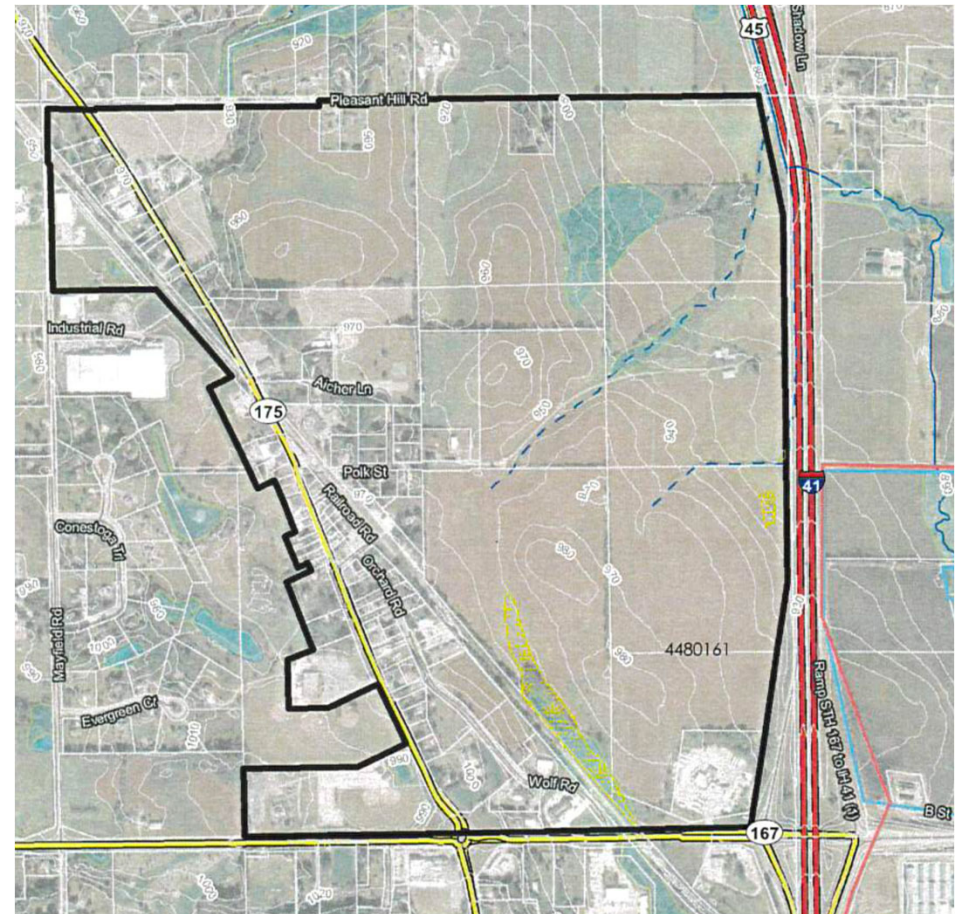
Orange: Northeast Corridor

Blue: Germantown Light Industrial Parks

Red: Freistadt District

Northeast Corridor

- 177± acres Business Park/Light Industrial
 - 2.7 million sq. ft.
- 135± acres Interchange Commercial
 - 1.48 million sq. ft.
- 70± acres Single-Family (25ac)/Small scale commercial (45ac)
 - 80 Units Single Family
 - 490,000 sq. ft. commercial
- 60± mixed residential
 - 710 units



Service Expansion?

- Subcontinental Divide
- MMSD
- Richfield Code Section 40-10.B.

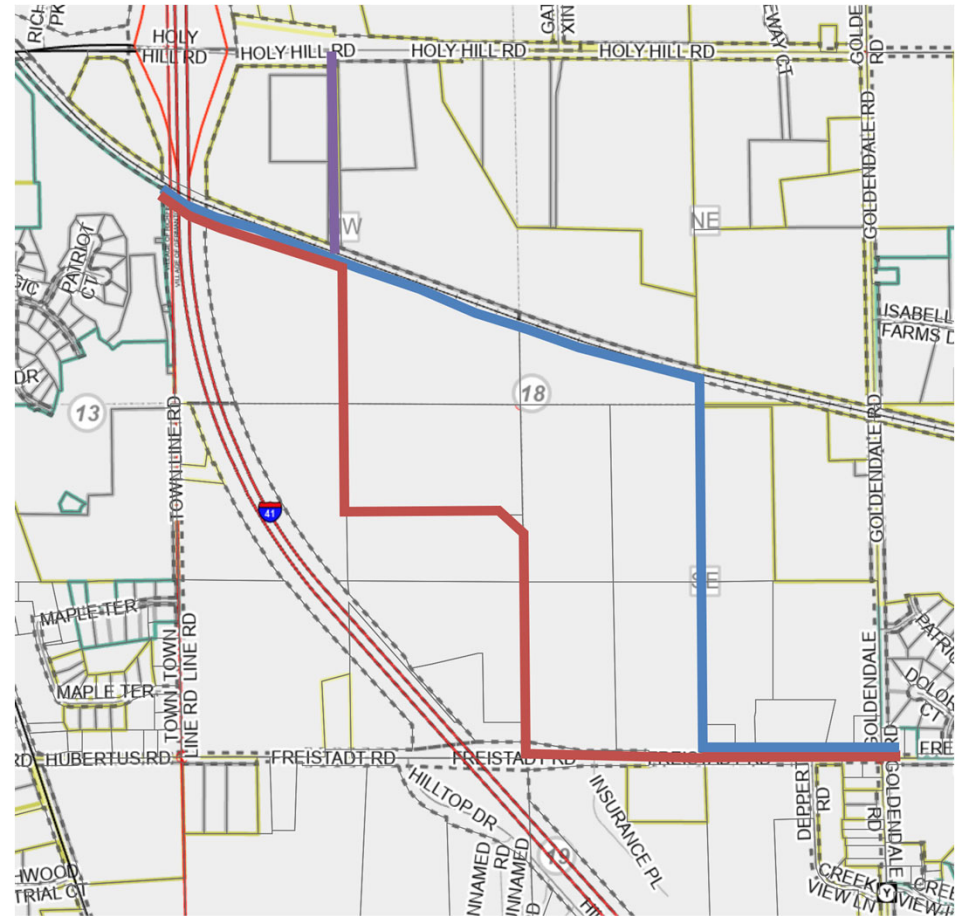
The Village shall not enter into any contract for the construction of any public works project which includes the initial installation of public sanitary sewer, potable public water and/or any combination of the same which meets the following criteria without first submitting the project to the electorate for a referendum:

(b) The public works project is located west of any property with frontage on State Highway 175, which is located in the corporate boundaries of the Village of Richfield as of the date of this section;



Freistadt District

- Two preliminary paths for utilities
- Frontage Road
- Mixed-Use Development



IGA General Terms

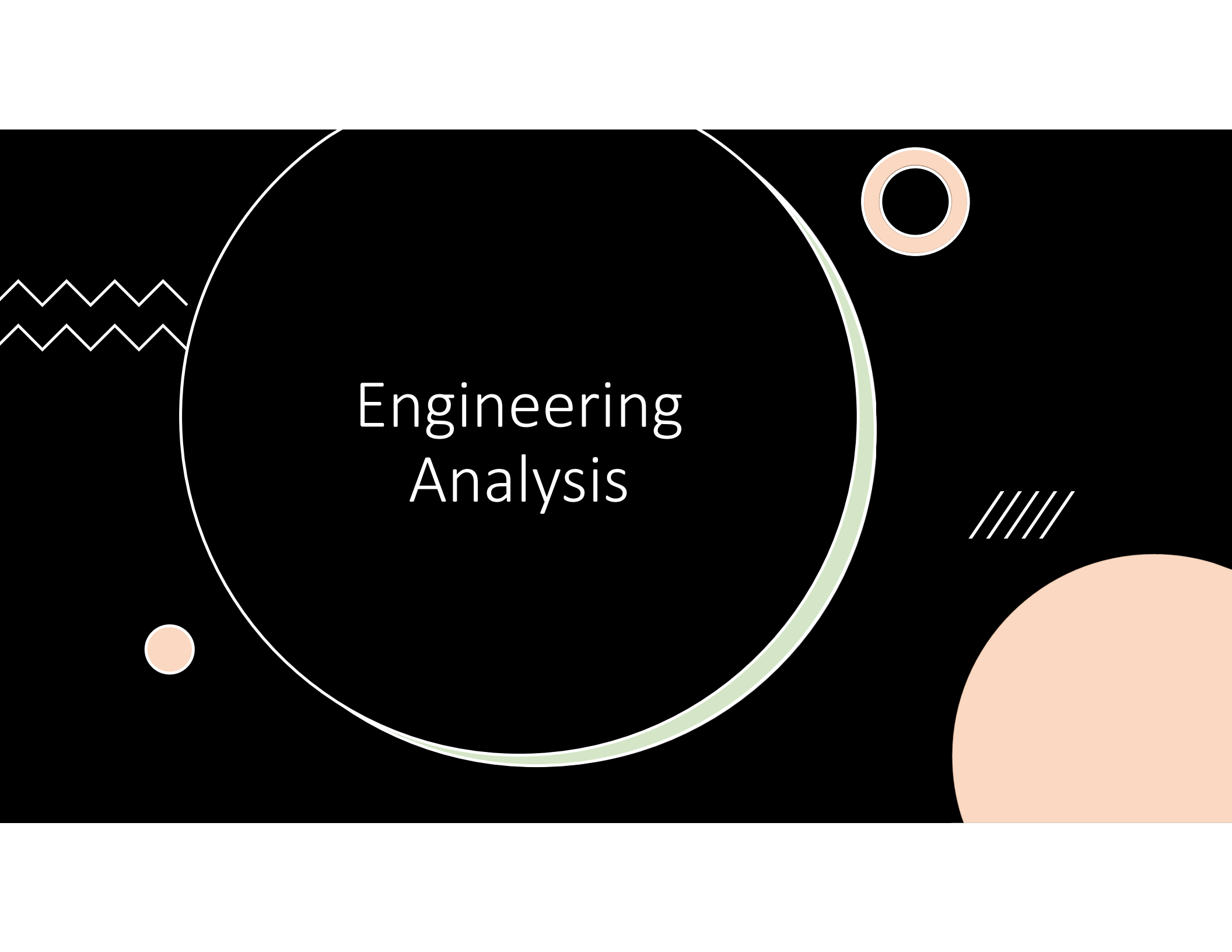
- Germantown:
 - Provides Service to the Northeast Corridor
 - Pays material costs to upsize pipe & ½ of land acquisition costs for areas where ROW is acquired.
 - Owns and operates system
- Richfield:
 - Creates TID to pay for infrastructure
 - Pays all costs associated with installation for their service
 - Assists with collection of charges if necessary

IGA General Terms

- Service Provisions
 - Initial Service to the TID area for office/light industrial/warehousing/logistics development
 - Service authorized for currently existing uses.
 - Additional uses must be reasonably approved by Germantown
- Development pays:
 - Germantown Water and Sewer impact fees, Connection charges, and Inspection fees
- Private Well Escrow
 - \$50,000 in Escrow for life of TID to deepen well or replace pump if water levels lower for properties within ½ Mile of Well 12.
- Both parties agree to work together to secure necessary approvals.

IGA Specific Terms

- Sewer Service
 - Connection through Freistadt District to Freistadt and Goldendale Road
 - Maximum Flow of .7 MGD
 - Richfield Customers pay 120% of rate
- Water Service
 - Looped Connection from Richfield Road through Service Area then follow Sewer through Freistadt District
 - Maximum Flow of 1.10 MGD
 - Richfield Customers pay 100% of rate set by PSC

The image features a large, dark gray circle with a thin white outline and a thicker light green inner border. Inside this circle, the words "Engineering Analysis" are written in a white, sans-serif font. The background is black and decorated with several geometric elements: a white zigzag line on the left, a small light orange circle with a white outline in the lower-left, a light orange ring in the upper-right, a set of five parallel white diagonal lines in the middle-right, and a large, solid light orange semi-circle in the bottom-right corner.

Engineering Analysis

An aerial photograph of an industrial park. In the foreground, there are several large, light-colored warehouse buildings with flat roofs. To the left of these buildings is a large, open field with some trees. In the background, there is a highway with multiple lanes and some more industrial structures. The text "TID #8" is overlaid on the left side of the image.

TID #8

HOW IT ALL STARTED

THE BEGINNING...

DEMO OF THE LAST SILO



ERECTING THE FIRST BUILDING

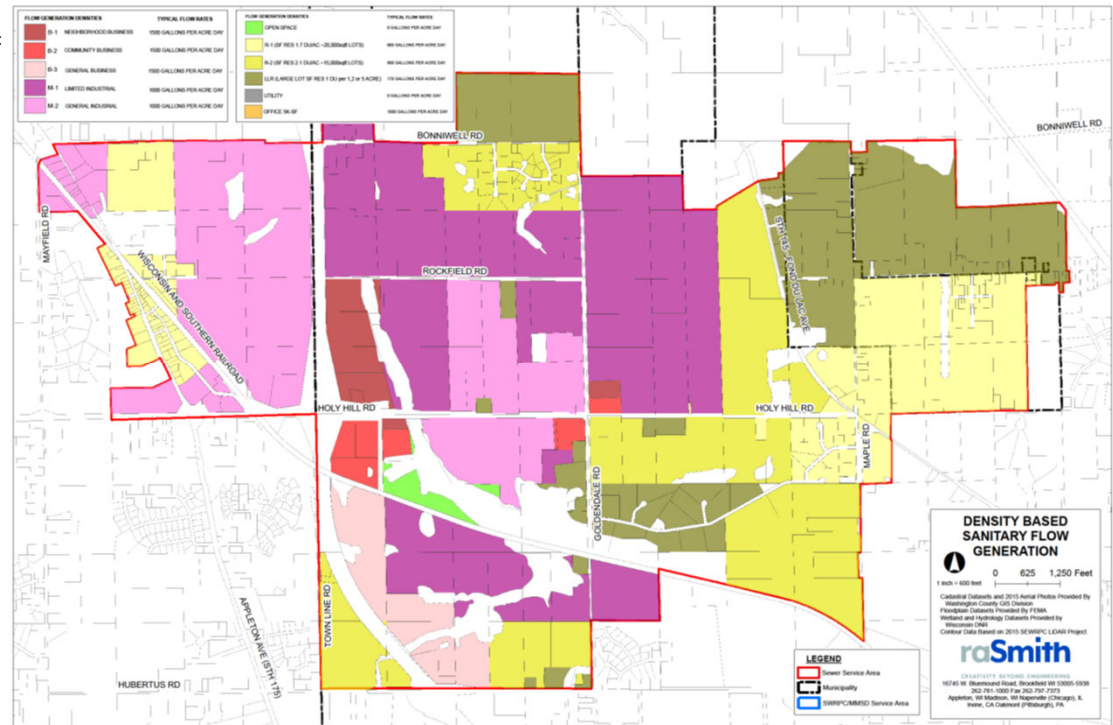
“BRIGGS & STRATTON”



Sanitary Sewer

(Determination of Area that can be served by Gravity Sanitary Sewer)

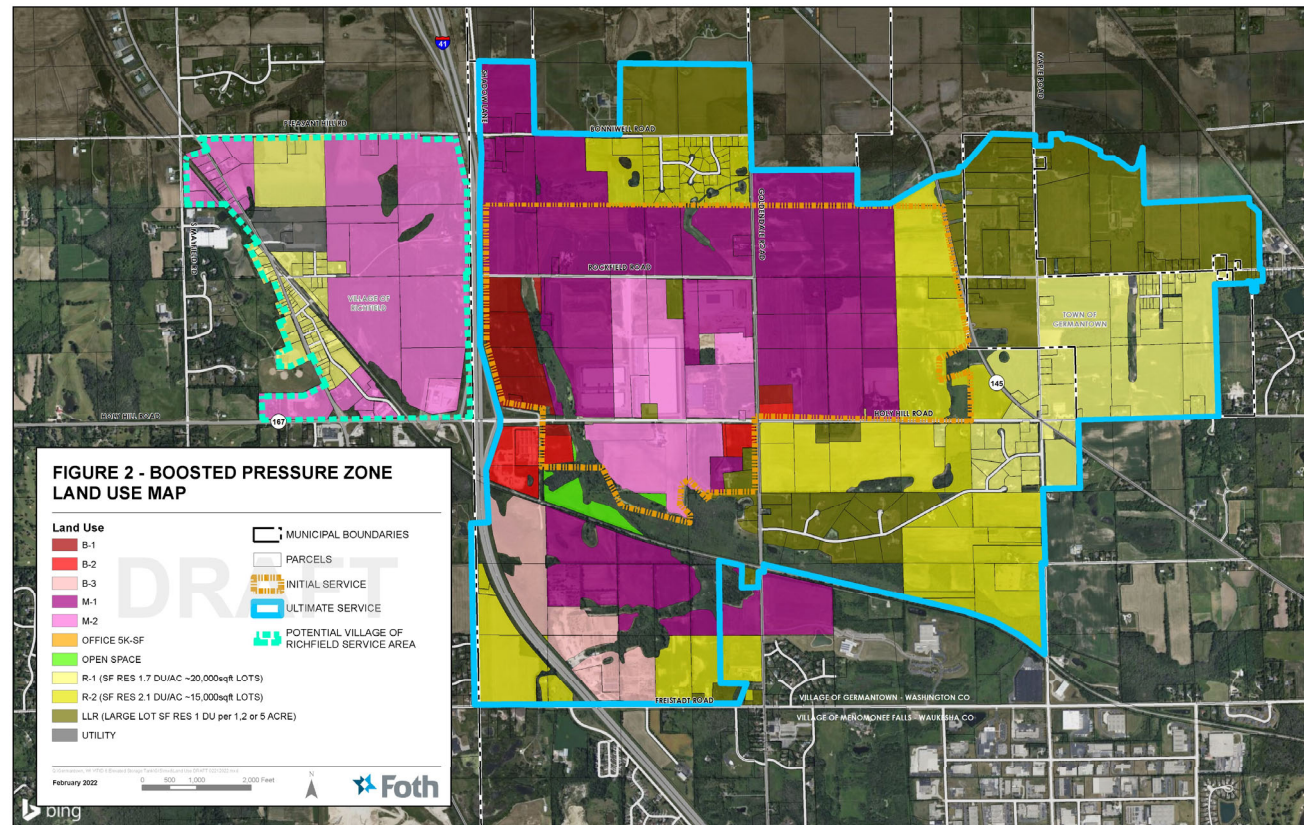
- On the basis of the information provided, the area that can be served by gravity sanitary sewer is determined. The area is shown on the map and is subject to change based on the results of the sanitary sewer capacity study.
- The area that can be served by gravity sanitary sewer is determined based on the results of the sanitary sewer capacity study. The area is shown on the map and is subject to change based on the results of the sanitary sewer capacity study.
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- On the basis of the information provided, the area that can be served by gravity sanitary sewer is determined. The area is shown on the map and is subject to change based on the results of the sanitary sewer capacity study.



Village Water

(Determination of Area that can be Served by the TID #8 Elevated Tank½)

- Determine highest surface elevation within the service area
- Elevated Tank height must be at an elevation to deliver minimum pressure as required by WIDNR to the highest elevation in the service area
- VOG highest elevation is at Townline Rd & Freistadt Rd.
- VOR elevation was evaluated for area east of Railroad tracks, limited information of VOR development area was available at time of initial tower design
- Determine VOR flow allowance after VOG required capacity needs determined.

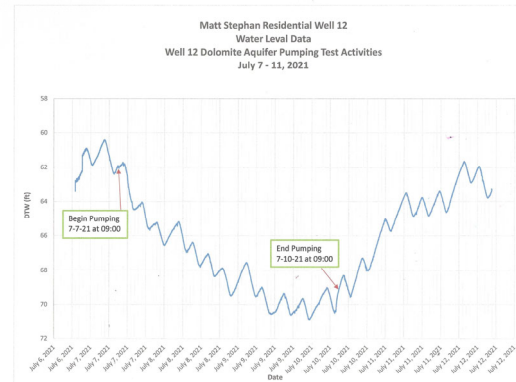
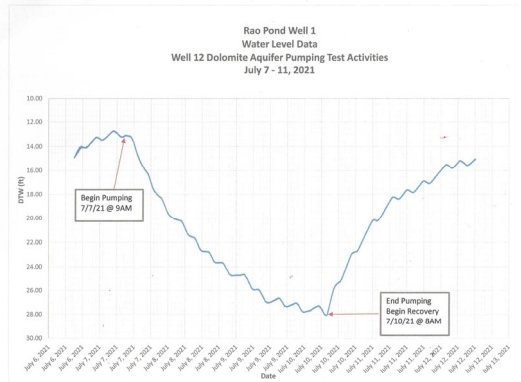


Shallow Dolomite Well vs Deep Sandstone Well

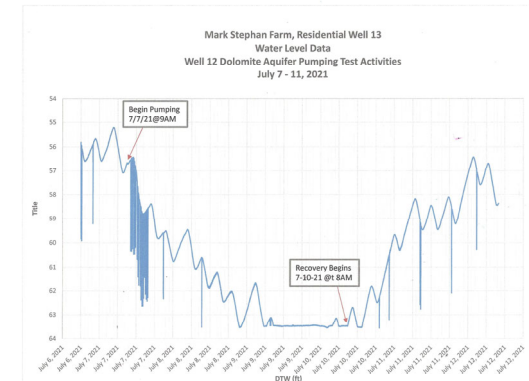
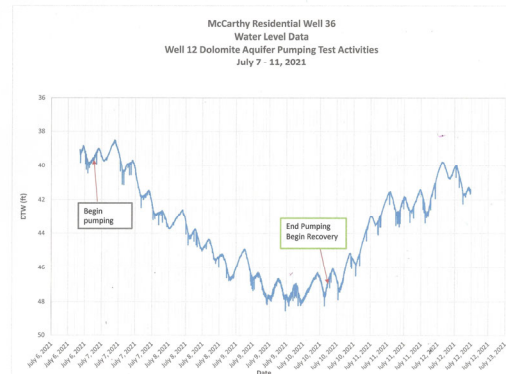
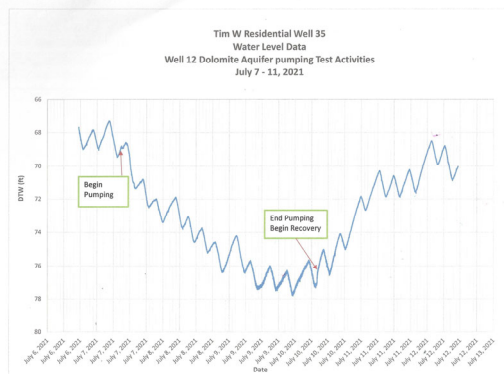
- Existing Village Well's #2, #5 & #7 are shallow dolomite wells.
 - Separated from Deep Sandstone Aquifer by Maquoketo Shale formation
 - Water travels through large cracks/fissures
 - Not normal to achieve high volume flow, rare when located.
- *Existing Village Well's #3, #4 & #11 are deep sandstone wells
 - *Wells #3 & #11 require Radium Removal
 - *Water travels readily through sandstone due to high permeability
 - *Normal to be a high-volume production well but usually contains radium



Private well monitoring

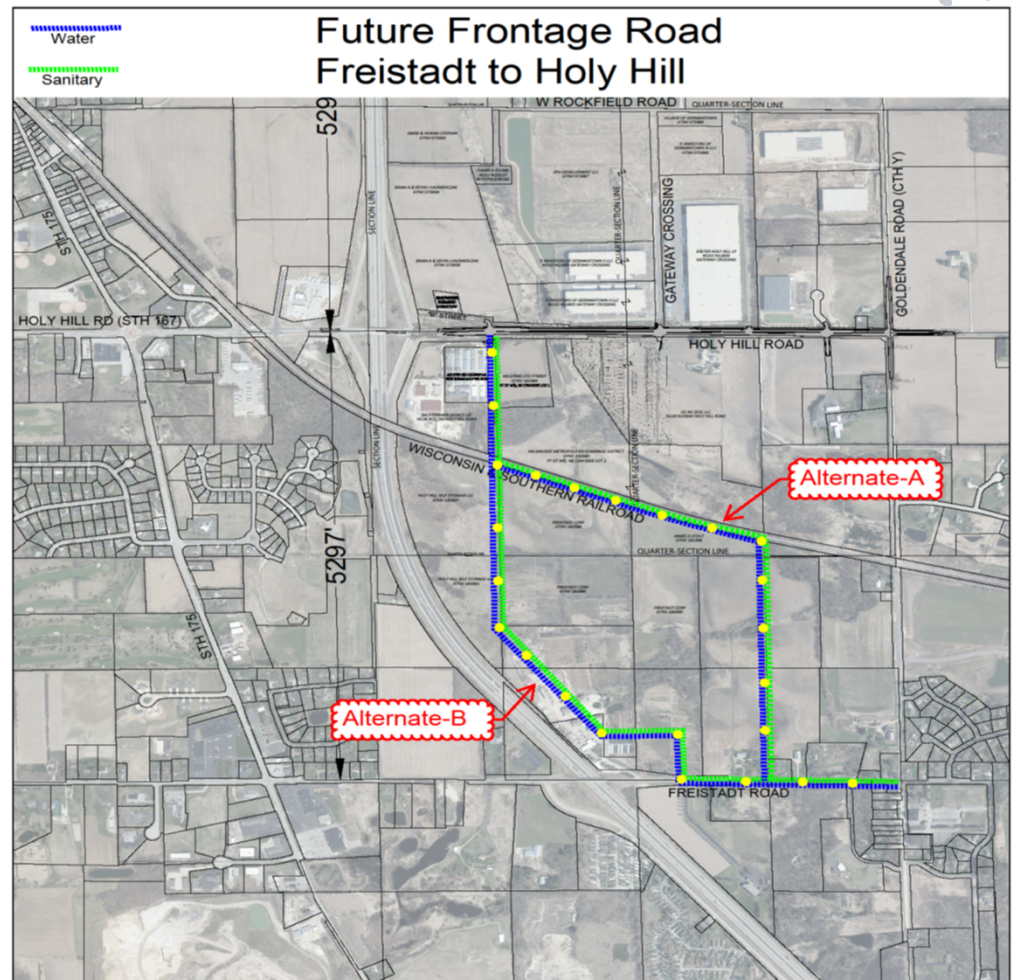


*Based on projects Hydrogeologist's report Well #12 will create temporary and small decreases in water levels at the residential wells when pumping with none of the wells monitored experiencing limitations in their



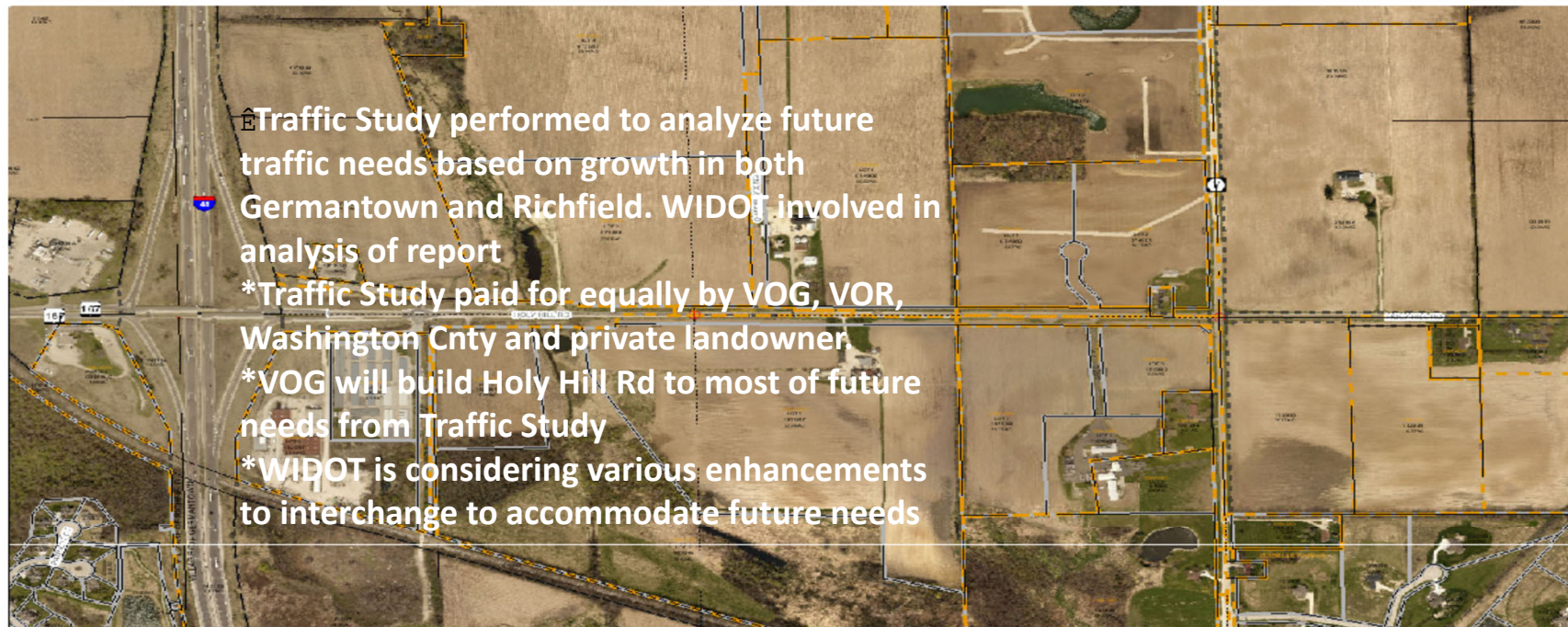
FUTURE FRONTAGE ROAD

- *Proposed roadway would be an urban cross-section with curb and gutter and sidewalk
 - *Holy Hill Rd connection near entrance to Self-Storage driveway
 - *Sanitary Sewer and Village Water to service VOR would follow one of the routes
- Ê#

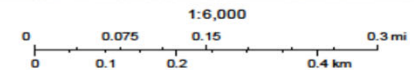
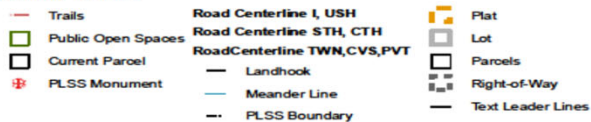


Traffic Management

Holy Hill Road



February 16, 2022

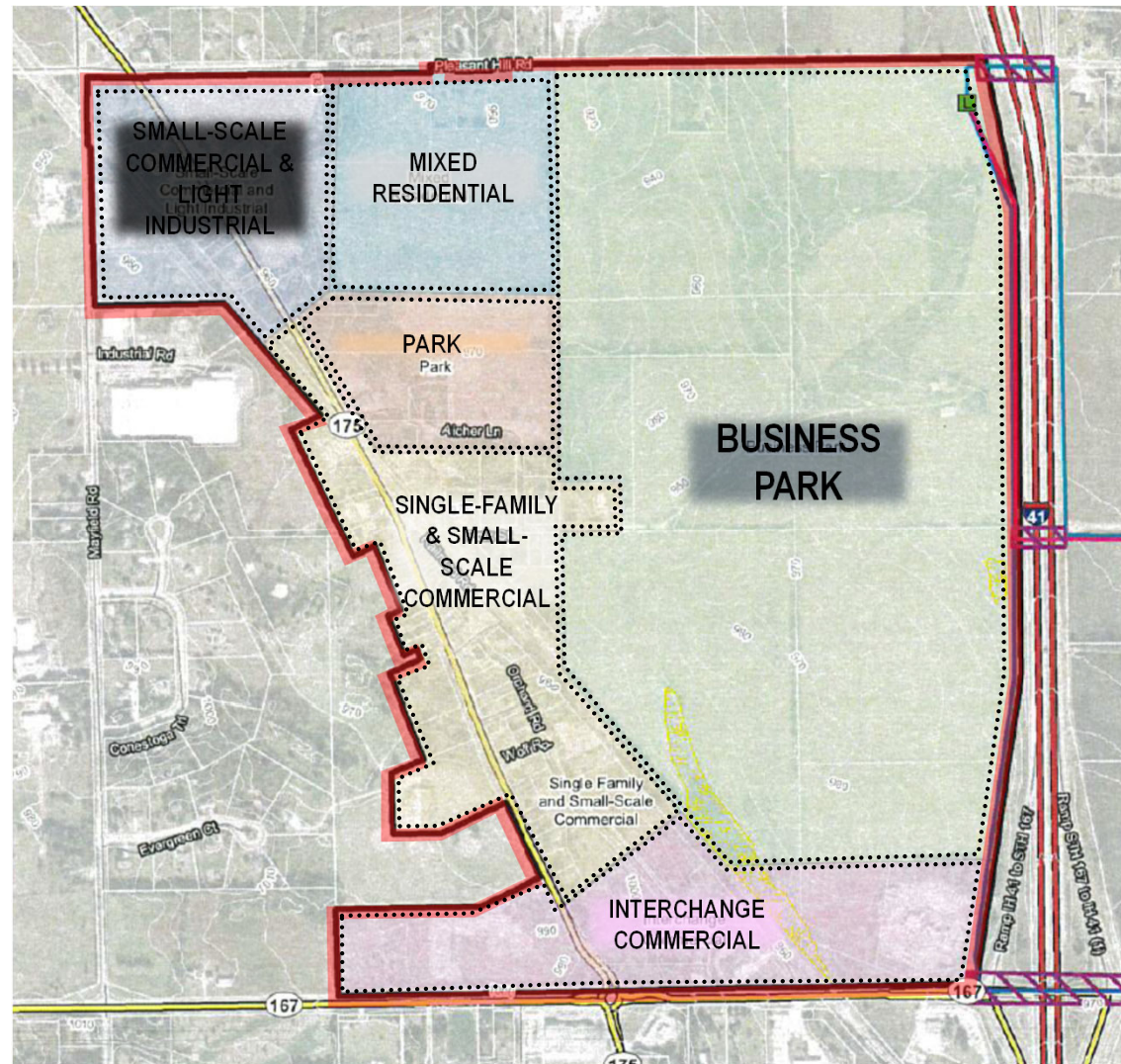


Washington County
Washington County, Wisconsin



Development Impacts

N.E. CORRIDOR PROPOSED DEVELOPMENT



N.E. CORRIDOR DEVELOPMENT POTENTIAL

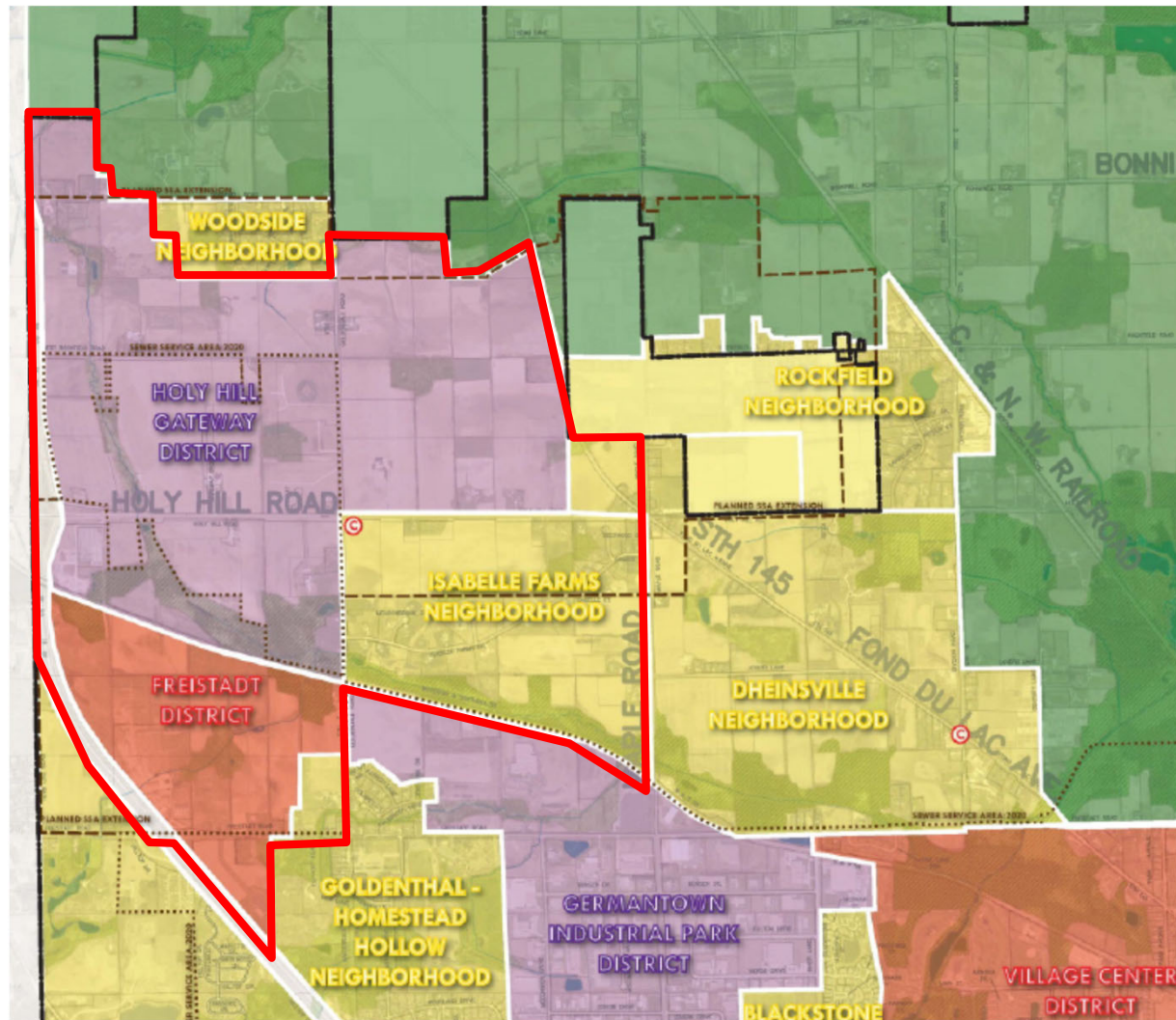
Table 1 - Proposed Land Use

Future Land Use	Developable Acres	FAR	Estimated Commercial Bldg. Sq. Ft. ¹	Density (du/ac)	Res. Units ²
1-Business Park	177.47	0.35	2,710,000		
2-Interchange Commercial	135.74	0.25	1,480,000		
3-Single Family and Small-Scale Commercial	50.05				
3.1 Single Family	25.025			3	80
3.2 Small Scale Commercial	25.025	0.25	270,000		
4-Small-Scale Commercial and Light Industrial	20.41	0.25	220,000		
5-Mixed Residential	59.49			12	710
Total	443.16	4,680,000 (108 acres)		790	

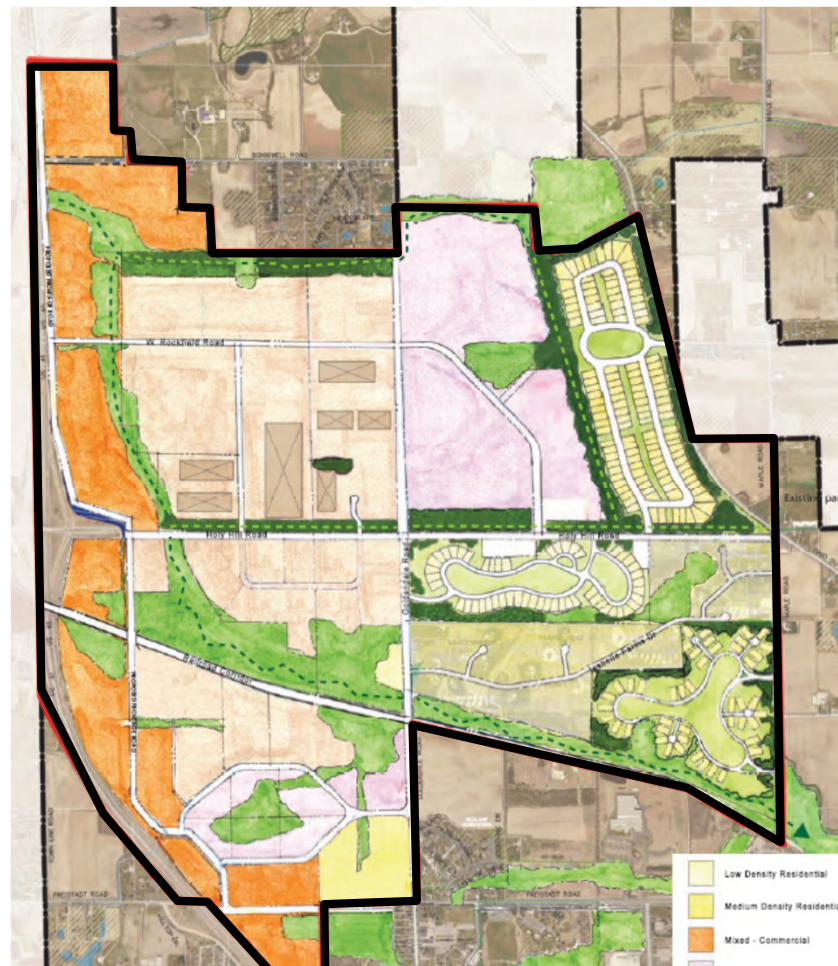
Table 3 - Projected Sanitary Demands

Future Land Use	Residential (GPD)	Commercial (GPD)	Industrial (GPD)	Average Flow Rate (GPD)	Peak Flow Rate (GPD)
1-Business Park	-	266,202	-	266,202	665,504
2-Interchange Commercial	-	203,608	-	203,608	509,020
3-Single Family and Small-Scale Commercial	21,760	37,541	-	59,301	148,251
4-Small-Scale Commercial and Light Industrial	-	15,306	10,204	25,511	63,776
5-Mixed Residential	193,120	-	-	193,120	482,800
Total	214,880	522,657	10,204	747,741	1,869,352

GERMANTOWN 2050 LAND USE PLAN (Draft)



2050 PLAN – HOLY HILL & FREISTADT DISTRICTS





Financial Overview

Water & Sewer Rates & Finances

Sewer Utility

- Richfield customers will pay Germantown rates plus a 20% premium.
- Rates are calculated to generate a rate of return adequate to replace all infrastructure as it ages.
- Premium is compensation to Germantown for cost of developing overall sewer system.

Water Utility

- Rates for Richfield customers will be set by the PSC.
- Rates will be calculated to generate a rate of return adequate to replace all infrastructure as it ages.
- Increasing the customer base will help stabilize utility revenues.
- Increasing customer base will have a modest beneficial impact on Germantown residents as overhead costs are shared with Richfield.

Impact on Germantown Road Program and Other Capital Projects

- Sewer and Water Utilities are enterprise funds and do not receive property tax dollars.
- Village of Richfield will pay all costs to extend service Richfield.
- Agreement with Richfield will not have any impact on Germantown's budget for road replacement or any other capital projects.

Richfield Sewer/Water Infrastructure Contributions

- Richfield will pay cost to extend water and sewer infrastructure through to the Freistadt District to connection point.
- Preliminary estimated cost is \$9 million.
- Germantown responsible for any upsizing sewer/water pipes to meet additional capacity needs with Germantown.
- Portions of the Freistadt District are under consideration for County ARPA funds for NextGen housing.
- Richfield contribution of infrastructure makes development of the Freistadt District more financially feasible.

Impact on General Fund & Services

- Village of Richfield customers would pay 100% of operating costs for sewer and water to the respective utilities.
- No direct impact on the Germantown general fund or services.
- “Spillover” business from employees working at Richfield businesses could require some Germantown services.
- “Spillover” business from employee working at Richfield businesses would also benefit Germantown businesses serving those customers, increase business values and grow Germantown’s tax base.
- Creates a foundation for future cooperation on other services (e.g. library, fire, etc.)

Well Remediation Escrow Fund

- Engineering analysis indicates well 12 should not impact nearby wells.
- Richfield will contribute \$50,000 to a well remediation fund to address any excessive drawdown issues within ½ mile of well 8 until the closure of Richfield's Northeast Corridor TID.
- Any remaining funds will be returned to Richfield.

Next Steps



Public Listening Session 6:00
Wednesday March 30th @
Village Hall



Village Board Action on IGA
April 4th Village Board meeting



Questions