

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, August 15, 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 #: 2552 419 9806 Password: qdW3epdQP83 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=mba408db886d2b185dbf476690479e297>

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, August 15.

VII. CONSENT AGENDA:

- A. Approval of Minutes August 1, 2022, Meeting.
- B. Accounts payable/payroll:
 - 1. July 29, 2022 Accounts Payable \$ 263,449.22
 - 2. August 5, 2022 Accounts Payable \$ 1,067,412.06
 - 3. August 12, 2022 Accounts Payable \$ 280,384.84
 - 4. August 16, 2022 Payroll \$ 267,498.15

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

- C. The following has applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for Class “B” Fermented Malt Beverage and Class “C” Wine License for the period commencing August 15, 2022 and ending June 30, 2023: A Kid at Heart Playland LLC, W188N10707 Maple Road Suite B, Germantown, Elizabeth Ortin, Agent, 2300 Square Foot Commercial Building, including two party rooms in the back of the building.
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.

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

- D. Ordinance 13-2022, An Ordinance Amending Section 11.08 as it relates to the Residential Yard Waste Facility.
- E. Additional CIPP Liner and Manhole Rehabilitation Change Order in an amount not to exceed \$207,200.10
- F. Award Contract for Country Aire Drive Reconstruction to Payne and Dolan in an amount not to exceed, \$663,416.51, includes 5% contingency of \$31,591.26
- G. Wrenwood North Development Agreement.
- H. Buckthorn/brush Pick Up Data Review and Future Recommendations.

VII. UNFINISHED BUSINESS

- A. None.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Riteway Bus Service Inc., Applicant and Property Owner, W196 N13704 Fond du Lac Avenue. Ordinance 14-2022, for a 2020 Land Use Plan Map Amendment from “Agricultural/Conservation Residential” to “Rural Residential”; Ordinance 15-2022, for Rezoning a portion of the property from A-1 to A-2 Agricultural and Rs-2: Single-family Residential and 3-Lot Certified Survey Map to divide the subject property.
- B. Neumann Developments, Applicant for Wrenwood LLC, Property Owner of 62.8-acres south of Freistadt Road west of Pleasant View Drive. Final Subdivision Plat for Wrenwood North (Phase 1) a 46-Lot Residential Subdivision.

- C. Germantown Historical Society Inc, Dheinsville Park, Temporary Class B Fermented Malt Beverage and Wine License, September 24 and 25, 2022.
- D. Washington County Humane Society, Homestead Hallow County Park, Temporary Class B Fermented Malt Beverage License, September 11, 2022.
- E. Next Generation 911.
- F. Accountant I Job Description.
- G. Resolution 26-2022, Resolution approving referendum language on sale of sewer and water services to the Northeast Corridor of Richfield.
- I. Creation of Special Committee overseeing Village communication activities related to the referendum on the sale of water and sewer services to the Northeast Corridor of the Village of Richfield.
- J. Appointments to the Special Committee overseeing Village communication activities related to the referendum on the sale of water and sewer services to the Northeast Corridor of the Village of Richfield.
- K. Village Centre Zoning District and Next Generation Housing Site Assessment.
- L. Sale and Purchase and Development Agreement with F Street Germantown LLC. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(e) 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.

XI. ADJOURNMENT:

The Joint Village Board / School Board Meeting will be held on August 29, 2022, 6 pm.

The next regular meeting of the Village Board will be on Monday, September 19, 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
August 1, 2022**

CALL TO ORDER: The meeting was called to order at 7:08 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Kaminski, J. Miller, R. Miller, Myers, Pieper, and Neureuther. Absentee excused: Hudson. Also present: Administrator Kreklow, Clerk Braunschweig, Director Retzlaff, Director Ratayczak, Chief Snow, Fire Chief Snow, Superintendent Zimmerman, Superintendent Hogan, Manager Hirn, and Superintendent Anderson.

PLEDGE OF ALLEGIANCE:

APPOINTMENTS:

Commissions / Boards / Committees

Plan Commission

Member Josh Tarantino (Completing Term ending 2024)

Motion (Myers / Pieper) to approve Plan Commission member Josh Tarantino. Motion carried unanimously.

PRESIDENT'S REPORT:

Village President reported on the well-attended Taste of Germantown. There were food trucks, music and activities for kids. Thank you to the Kiwanis for the successful community event.

**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:

Saturday, August 13th starting at 4 pm will be the Independence Day Celebration.

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

Chris Yatchak commented that the Taste of Germantown was a success. Unfortunately, there were patrons that used the American Legion Memorial as a parking lot. The area will be roped off from parking.

Melanie Smythe of Cedar Lane commented against the communications consultant. She commented on the performance objectives and resident comments.

Scott Hefle of Old Farm Road commented on the Draft 2050 Comprehensive Plan. He commented against referendums. He commented on the performance objectives.

William and Carol Schneider of Bayberry Circle submitted email comments. Comments were against the PR Company about water referendum, comments for the Cable Channel, and comments about the website updates.

CONSENT AGENDA:

- A. Approval of Minutes June 20, 2022, and July 25, 2022, Meeting.
- B. Accounts payable/payroll:
 - 1. June 13, 2022 Accounts Payable \$ 300.00
 - 2. June 17, 2022 Accounts Payable \$ 332,581.85
 - 3. June 21, 2022 Accounts Payable \$ 944.00
 - 4. June 21, 2022 Payroll \$ 441,255.90
 - 5. June 24, 2022 Accounts Payable \$ 337,943.24
 - 6. July 1, 2022 Accounts Payable \$ 318,048.06
 - 7. June 30, 2022 Accounts Payable \$ 1,570.00
 - 8. July 5, 2022 Payroll \$ 284,507.32
 - 9. July 8, 2022 Accounts Payable \$ 57,459.73
 - 10. July 19, 2022 Payroll \$ 385,601.62
 - 11. July 15, 2022 Accounts Payable \$ 758,175.10
 - 12. July 22, 2022 Accounts Payable \$ 1,148,029.55
 - 13. August 2, 2022 Payroll \$ 306,972.65

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

- C. Employee Policy Manual - 24 Hour Vehicle Use.
- D. Resolution 25-2022, Property Maintenance Special Fund.

Motion (Myers/Baum) to approve consent agenda items B. Tr. J. Miller commented to pull items A and D. Tr. Neureuther commented to pull item C. Roll call vote carried unanimously.

Motion (J. Miller/Neureuther) to approve minutes of June 20, 2022, and July 25, 2022 and to show cancelled meeting July 18th. Tr. J. Miller requested that page 13 / 14 reflect that Lori's Johnson's email was signed by Director Retzlaff. Motion carried unanimously.

Discussion ensued of item C. Employee Policy Manual – 24 Hour Vehicle Use.

Tr. R. Miller gave history to the item from General Government and Finance.

Superintendent Hogan came to the podium and reported on the item. Discussion ensued that the trucks are a tool chest to quickly fix a job site, responsively. Discussion ensued of adding GPS to the trucks. Administrator commented not necessary as the superintendents are entrusted with Millions of dollars of equipment everyday. President Wolter gave history to the item from 2017.

GGF recommended to keep the number of vehicles the same at four total in addition to the police and fire chief.

Motion (R. Miller/Baum) to approve number of vehicles the same at four total in addition to the police and fire chief. Roll Call Vote carried. Pieper and Wolter voted no.

Motion (J. Miller/Baum) to approve Resolution 25-2022 Property Maintenance Special Fund. Motion carried unanimously.

UNFINISHED BUSINESS:

A. Cable Channel Solution.

Manager Hirn came to the podium. She introduced information on the item.

Motion (Myers/R. Miller) to replace the Drake encoder in an amount not to exceed \$10,000 from the American Rescue Fund, IT Portion.

Administrator Kreklow reported that the broadcast equipment has been upgraded from 1998 to 2022. Spectrum believes this will fix the problem. The channel 25 cable broadcast is older technology and there may be something additional down the line. If the board directs staff to go forward we will work with Spectrum for a better price. Manager Hirn read the statement of work for continuous support.

Roll call vote carried. Neureuther and Pieper voted no.

Motion (Myers/Baum) to move to new business, item C before item B unfinished business. Motion carried.

A. Ordinance 12-2022, Village Staff Proposed Amendment to Building Code Section 14.105 (Solid Fuel-Fired Heating Devices).

Director Retzlaff presented information in regard to the ordinance amendment. If approved there would be no further action to Weske except to apply for appropriate permits and operate only as a wood burner.

Motion (Myers/Pieper) to approve Ordinance 12-2022, Village Staff Proposed Amendment to Building Code Section 14.105 (Solid Fuel-Fired Heating Devices). Jon Weske commented he would be in to apply for appropriate permits. Roll call vote carried. Kaminiski voted no.

B. Jon Weske, N104 W20255 Willow Creek Road. Variance request from Section 14.105(2) of the Village's Building Code to have a Solid Fuel-fired Heating Device in the Rs-4 Single-family Residential Zoning District.

No action.

PUBLIC HEARING:

A. None.

NEW BUSINESS:

A. Paul Markiewicz – W124 N13025 Wasaukee Road. Ordinance 11-2022 to rezone 35.1 acres from the A-1: Agricultural to the A-2: Agricultural Zoning District and a 2-Lot Certified Survey Map (CSM).

Director Retzlaff presented the proposed Certified Survey Map and Rezoning. The County is requiring a revocable occupancy permit. The Plan Commission recommended approval subject to five conditions.

Motion (Myers/Baum) to approve Paul Markiewicz – W124 N13025 Wasaukee Road. Ordinance 11-2022 to rezone 35.1 acres from the A-1: Agricultural to the A-2:

Agricultural Zoning District and a 2-Lot Certified Survey Map (CSM). Motion carried unanimously.

- C. Conditional Use Permit 02-2022, Thomas Ottow, Agent for Clinton Drive Property LLC, Property Owner of Milwaukee Appliance, N114 W18845 Clinton Drive. Application to amend Conditional Use Permit No. 04-09.

Director Retzlaff presented the proposed the amended conditional use permit. The item was recommended by the Plan Commission.

Motion (Myers/Baum) to approve Conditional Use Permit 02-2022, Thomas Ottow, Agent for Clinton Drive Property LLC, Property Owner of Milwaukee Appliance, N114 W18845 Clinton Drive. Application to amend Conditional Use Permit No. 04-09. Motion carried unanimously.

- D Contract for Communications Consultant related to the referendum on providing water and sewer utility service to Richfield.

Administrator Kreklow reported on the item and introduced the proposals.

Jeff Roemer came to the podium to represent McMahon. Maria Nelson and Megan Hardwick were on Webex from Red Shoes. They gave background information and presentation.

Ron Irwin, Jeff Remsik, and Margaret Fritsch of Michael Best came to the podium and gave background information and presentation.

Anne Story and Cass Bergemann of Mueller Communications came to the podium and gave background information and presentation.

Discussion ensued of timing, approval of mailings, and the use of ARPA funds or Reserves. Discussion ensued of a small committee to have input of the mailings. Discussion ensued of the ballot question and consideration of special meetings as needed or necessary. The ballot question should be formulated and voted by the Village Board. The Village Attorney is working on the ballot question.

Motion (Pieper/Neureuther) to approve Contract with Mueller Communications, (includes \$12,700 for mailings), in an amount not to exceed, \$58,700, for Communications Consultant related to the referendum on providing water and sewer utility service to Richfield. Roll Call vote carried. Tr. Baum Abstained. Tr. Pieper voted no.

- E. Presentation on Next Generation 911.

Chief Snow reported on the item. He gave a presentation the next generation 911 showing benefits and challenges. Chief Snow reported on grants. The Village is not eligible for some of the grant funding. The is cost is quoted at approximately \$300,000 for the upgrades. A lot of the equipment is outdated. The County will start later this year and into 2023. The Counties were awarded grant funds.

Discussion ensued to the possibility of dispatch going to the County. General Communications could not be here. It would be helpful to see break down of costs.

Motion (Myers/Pieper) to Convene into closed session at 9:50 p.m. and to include the Village Board, Village Administrator, and Village Attorney for items F. Roll call vote carried unanimously.

Motion (Pieper/Baum) to Convene into closed session at 9:50 p.m. and to include the Village Board and Village Administrator for item G. Roll call vote carried unanimously.

- F. Purchase of N104W12667 Donges Bay Road. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(e) 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,
- G. Administrator Performance Objectives. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

Motion (Pieper/Baum) to convene into open session at 10:21 p.m. Motion carried unanimously.

Motion (Baum/Pieper) to direct staff to proceed as discussed in closed session. Motion carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 10:24 p.m.

The next regular meeting of the Village Board will be on Monday, August 15, 2022, at 7:00 p.m.

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

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Ordinance Amending Section 11.08 of the Germantown Municipal Code as it relates to the Residential Yard Waste Facility

SUBMITTED BY: Timothy Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

At the June PWHC meeting it was unanimously decided that the name Germantown Recycling Center no longer represented the actual function of the facility. It was decided to rename the facility Germantown Residential Compost Facility and to change the associated text in the ordinance to reflect it.

ATTACHMENT: ORDINANCE X RESOLUTION OTHER

RECOMMENDATION:

After much consideration at the staff level and to remove any association for food waste composting; Section 11.08 shall be amended as proposed on the attachment and the name of the facility will be the Residential Yard Waste Facility. Staff further recommends that this be forwarded on to the full Village Board with a positive recommendation.

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. 13-2022An Ordinance Amending Section 11.08 of the Germantown Municipal Code
as it Relates to the Residential Yard Waste Facility

WHEREAS, the Village Board previously adopted section 11.08 of the Municipal Code which regulates garbage and recyclable materials including regulations related to the Residential Yard Waste Facility; and

WHEREAS, the Village Board desires to clarify certain regulations relating to the Residential Yard Waste Facility;

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

SECTION I

Section 11.08(1)(y) of the Germantown Municipal Code is amended to read as follows
(Note: Added Text is double underlined; Deleted text is ~~struck through~~):

(y) Yard Waste. Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than ~~6 inches in diameter~~ 10 feet in length. This term does not include stumps, roots or shrubs with intact root balls.

SECTION II

Section 11.08(3)(l) of the Germantown Municipal Code is amended to read as follows
(Note: Added Text is double underlined; Deleted text is ~~struck through~~):

(l) Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste. Occupants of single-family and 2-unit, 3-unit and 4-unit residences shall manage lead acid batteries, major appliances, waste oil and yard waste as follows:

1. Lead acid batteries shall be taken to an approved drop-off site such as Batteries Plus, Wal-Mart, Fleet Farm, Industrial Recyclers, or other authorized collection centers.
2. Major appliances, whether or not containing refrigerant, to be disposed of by the owner/user, shall be taken to Waste Management's Orchard Ridge Landfill or to Refrigerant Recovery, Inc. Non-refrigerant appliances may also be taken to Industrial Recyclers.

3. Waste oil shall be taken to the Village's Residential Yard Waste Facility~~West Main Street Recycling Center~~.

4. Yard waste shall be taken to the Village's Residential Yard Waste Facility~~West Main Street Recycling Center~~.

SECTION III

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

SECTION IV

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

SECTION V

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

Introduced by Trustee: _____

Adopted: _____, 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 PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Change Order Recommendation Visu-Sewer - Interceptor
Lining/Manhole Rehab

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Village contract number 2103 with Visu-Sewer includes unit pricing for manhole rehabilitation in the amounts of \$133.00 per vertical foot for both cementitious and epoxy. It also includes unit pricing for CIPP lining at \$322.00 per lineal foot. These unit prices are very favorable to the Village. State law allows for up to a 15% addition to the value of a contract for additional work under the current unit price. The value of the current project is 2.61 million dollars and 15% allowed under state law is \$391,650.00. Budgeted in the 2022 Wastewater Utility is \$400,000 for sanitary pipe water crossings and \$80,000 for misc. I/I projects which includes manhole rehabilitation.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER__X__

RECOMMENDATION:

It is staff's recommendation to Amend by Change Order Village contract #2103 for the amount not to exceed \$207,200.10 for additional CIPP liner and Manhole Rehabilitation. And to forward this recommendation to the Village Board. Money to be utilized for the rehabilitation of select sanitary manholes contained in an easement at Virginia Highlands and to install an 858' 30" CIPP liner on Washington Drive between manholes SA254-003 and SA254-009. This sewer line is located under the regional stormwater pond and has minimal cover. Monies to be transferred from the following account numbers: 60-180-183-3132 Collecting Mains and 60-180-182-3110 Collecting System.

COMMITTEE ACTION:

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



Village of Germantown GIS
30" adder



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700

DISCLAIMER:

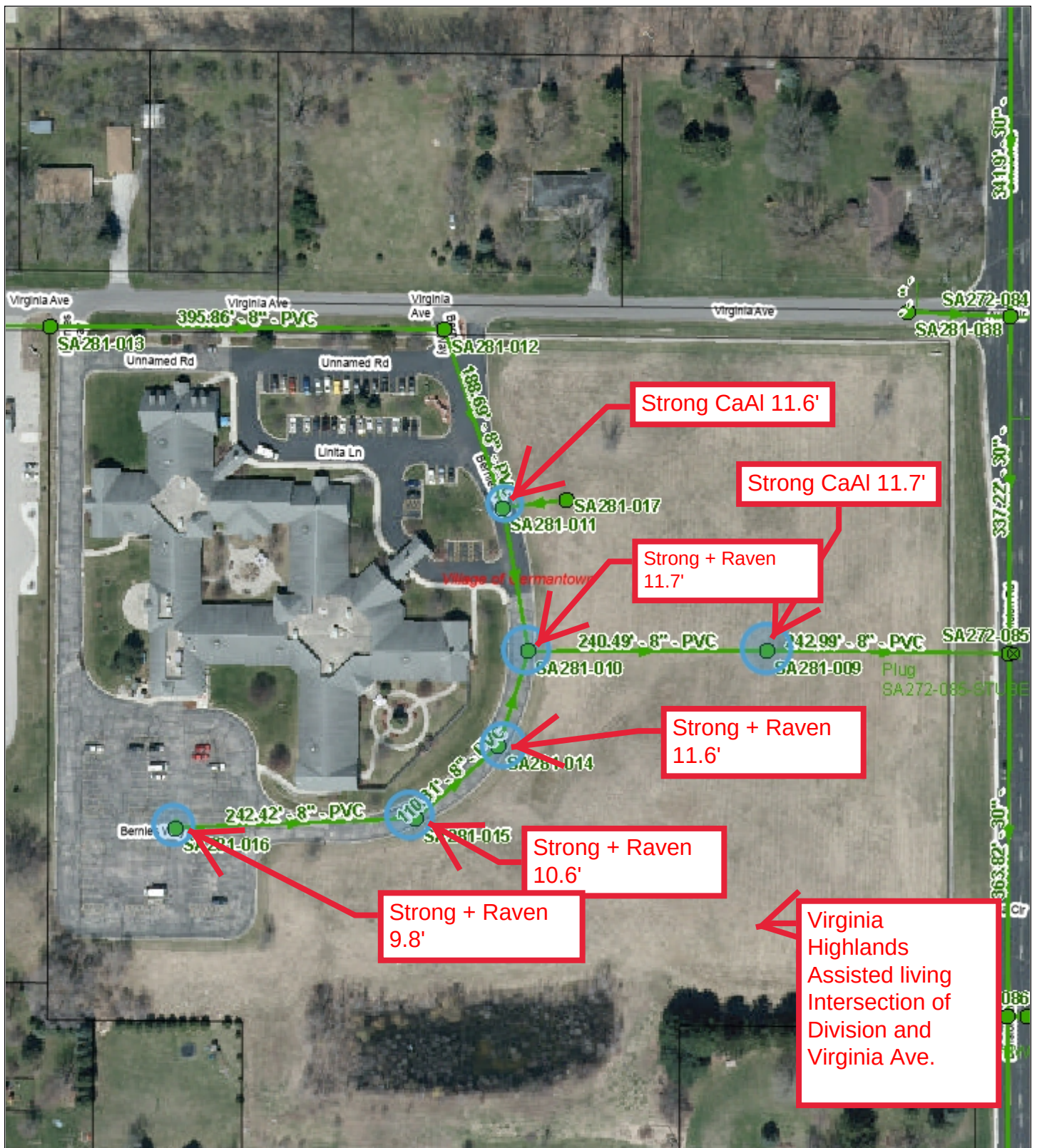
This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 376'

Print Date: 6/20/2022



Village of Germantown GIS Additional coatings

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 188'

Print Date: 6/20/2022

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

MEETING DATE: August 10, 2022

AGENDA ITEM: New Business

ITEM TITLE: Award Contract – Country Aire Drive Reconstruction

SUBMITTED BY: Lawrence W Ratayczak, PE- Director of Public Works

SUMMARY EXPLANATION:

The Country Aire Drive Reconstruction Project was advertised for bids which were received and read on August 10, 2022. Two (2) bidders responded to the advertisement all with qualified and accepted bids.

The bids received are as follows:

Payne and Dolan, Inc	\$631,825.25
Wolf Paving	\$657,879.00

The engineer's estimate was \$590,000.00.

Staff has reviewed the bids and recommends the contract be awarded to Payne and Dolan, Inc. Funds for the project will come from the balance of the Jurisdictional Transfer of Goldendale Rd from Washington County as approved by the Village Board. The current balance is \$691,500.00.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER xx _____

- Bid Tabulation

RECOMMENDATION:

Staff recommends awarding the contract to Payne and Dolan, Inc in the amount of \$631,825.25 In addition staff is requesting a 5% contingency or \$31,591.26 be included in the recommendation for award. Therefore, the total amount requested for award is \$663,416.51.

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.

Country Aire Drive LRIP (#8262421)
 Owner: Germantown, Village of
 Solicitor: Germantown, Village of
 08/10/2022 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Payne & Dolan, Inc.		Wolf Paving	
						Unit Price	Extension	Unit Price	Extension
SECTION A - BID TAB							\$631,825.25		\$657,879.00
	1		1 SAWCUT P, LF		600	\$2.00	\$1,200.00	\$2.00	\$1,200.00
	2		2 PULVERIZE SY		12100	\$2.15	\$26,015.00	\$2.20	\$26,620.00
	3		3 DRIVEWAY SY		260	\$4.00	\$1,040.00	\$6.00	\$1,560.00
	4		4 REMOVE C, LF		20	\$25.00	\$500.00	\$68.00	\$1,360.00
	5		5 BASE AGGF TON		4100	\$16.00	\$65,600.00	\$10.00	\$41,000.00
	6		6 GEOGRID T SY		6050	\$2.00	\$12,100.00	\$1.00	\$6,050.00
	7		7 FILL, SHAPE LS		1	\$60,000.00	\$60,000.00	\$133,000.00	\$133,000.00
	8		8 EXCAVATIC CY		2015	\$20.00	\$40,300.00	\$7.00	\$14,105.00
	9		9 HMA PAVE TON		50	\$100.00	\$5,000.00	\$135.00	\$6,750.00
	10		10 3" BINDER TON		2265	\$75.75	\$171,573.75	\$80.00	\$181,200.00
	11		11 2" SURFACI TON		1510	\$90.00	\$135,900.00	\$85.00	\$128,350.00
	12		12 ASPHALT T. GAL		674	\$2.25	\$1,516.50	\$3.00	\$2,022.00
	13		13 REMOVE A EA		8	\$180.00	\$1,440.00	\$250.00	\$2,000.00
	14		14 1' RECYCLE TON		400	\$35.00	\$14,000.00	\$25.00	\$10,000.00
	15		15 CONCRETE SF		300	\$8.00	\$2,400.00	\$8.00	\$2,400.00
	16		16 3" SURFACI TON		200	\$132.50	\$26,500.00	\$112.00	\$22,400.00
	17		17 CONCRETE LF		220	\$38.00	\$8,360.00	\$38.00	\$8,360.00
	18		18 DETECTABL SF		40	\$50.00	\$2,000.00	\$50.00	\$2,000.00
	19		19 ASPHALTIC LF		500	\$5.00	\$2,500.00	\$30.50	\$15,250.00
	20		20 CONCRETE EA		1	\$600.00	\$600.00	\$600.00	\$600.00
	21		21 CLEARING, LS		1	\$18,000.00	\$18,000.00	\$8,700.00	\$8,700.00
	22		22 ADJUST NY EA		2	\$800.00	\$1,600.00	\$1,250.00	\$2,500.00
	23		23 Pavement I LF		10000	\$0.80	\$8,000.00	\$0.78	\$7,800.00
	24		24 Pavement I LF		3900	\$0.80	\$3,120.00	\$0.78	\$3,042.00
	25		25 Pavement I LF		30	\$12.00	\$360.00	\$12.00	\$360.00
	26		26 Pavement I LF		300	\$10.00	\$3,000.00	\$10.00	\$3,000.00
	27		27 SURFACE R SY		1000	\$10.50	\$10,500.00	\$11.75	\$11,750.00
	28		28 TRAFFIC CC LS		1	\$8,700.00	\$8,700.00	\$14,500.00	\$14,500.00
Base Bid Total:							\$631,825.25		\$657,879.00

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

MEETING DATE: Wednesday August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement Wrenwood-North

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

SUMMARY EXPLANATION:

The Development Agreement for Wrenwood-North is presented for review and approval. The Agreement is presented at an unusual time in the procedure of a project approval process whereas the project (Phase 1) is completed up to the point of binder pavement in place and the sanitary sewer and water main (Phase 2) is completed. This project follows the same specifications as the previously constructed Wrenwood-South development. Neumann Development has followed the requirements of Wrenwood-South and has prepaid the cost of inspection as required in the Development Agreement. There have been no issues as to the construction meeting the Villages specifications. This Developers Agreement replicates the Wrenwood-South Agreement except for a few nuances specific to Wrenwood-North such as dual entrances on Freistadt Road (CTH F), construction in two (2) phases and connection to Wrenwood-south via a utility easement/walking path.

The delay in getting the agreement completed is partially due to the location and design of the water main required to loop the Wrenwood-North water main with the Villages existing water main. There were several possible routes and the Village approved work to commence in Wrenwood-North prior to resolving the loop issue. Since the loop was not resolved the Director of Public Works decided to hold off on the Developers Agreement until such time that the water main loop was resolved.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee forward to the Village Board with a positive recommendation for approval of the Development Agreement for Wrenwood-North Subdivision contingent upon inclusion of pending comments/corrections by the Village Attorney prior to Village Board approval.

COMMITTEE ACTION:

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

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
WRENWOOD- NORTH PH 1 & 2 SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the Village of Germantown (the "Village"), a Wisconsin municipal corporation, and Wrenwood, LLC (the "Developer"), a Wisconsin limited liability company.

WHEREAS, the Developer has certain lands within the Village under contract, said lands being more specifically described in Exhibit A (the "Property"), and upon which Developer has previously received approval for a four-lot certified survey map shown generally in Exhibit B; and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed residential subdivision (the "Development" or "Subdivision") which will consist of 95 single-family residential lots to be developed in two (2) Phases (Ph 1=46 lots & Ph 2= 49 lots); on Lots 3 & 4 of the Property, which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Agreement applies only to Lots 3 and 4 of the Property, since Lots 1 and 2 of the property where previously addressed under another development agreement; and

WHEREAS, the Developer proposes to construct the Development in 2 Phases as indicated on the Plans and described herein; and

WHEREAS, Phase 1 will include; site grading & storm water management for entire development, sanitary sewer and water main for Phase 1 & 2; storm sewer and roadways which will include a 12-foot-wide by 12-inch-thick gravel road centered over or adjacent to the Phase 2 sanitary sewer that will have sewage flow prior to the completion of the roadways for Phase 2, for the purpose of providing an access road for Utility vehicles and pedestrian walkway to connect to the easement walkway; 12-foot-wide by 12-inch-thick gravel utility access roadway/pedestrian walkway in connecting utility easement centered over or adjacent to sanitary sewer. In addition to site water main a connection to an existing water main for the purpose of looping the water system will be constructed within a utility easement and west of the railroad tracks with connection to existing water main on Valley Court. The looped water main shall be completed by April 1, 2023. Also, construct all roadway improvements for the western entrance as outlined in Washington County Highway permit for development entrance to Freistadt Road; and

WHEREAS, Phase 2 will include; amended specifications to allow excavated material for utility trench backfill, final grading for roadway, roadway construction and to include construction of roadway improvements for the eastern entrance to Freisatdt Rd as outlined in Washington County Highway permit for development entrances to Freistadt Road. If Phase 2 is not started within 24 months of Phase 1 acceptance (not include 1-year warranty) developer to

construct a paved access road from Phase 1 to easement road/walkway connecting to existing south development.

WHEREAS, Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Germantown Municipal Code provide that, as a condition of approving the Subdivision, the Village Board may require that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the proposed Development, that necessary alterations to existing public utilities be made, and that the Developer provide a financial guarantee guaranteeing that the Developer will make and install, or have made and installed, those improvements within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and the rules and regulations of governmental agencies with jurisdiction, and hence is willing to approve the Development provided the Developer proceed with the installation of the improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement.

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

ARTICLE I - REQUIRED IMPROVEMENTS

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

1.02 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Development. The extension of sanitary sewer shall include connection to the south phase of the development which shall be installed within a 30-foot-wide utility easement and will have a 10-foot-wide HMA pavement on 12 inches by 12 feet of road base installed and centered over the sanitary sewer. Placement of HMA pavement within the easement shall be completed no later than July 1, 2023. The paved utility

easement will provide access to Waste Water & Water Utility maintenance vehicles and a walking path for pedestrians connecting north and south developments. In addition, construction of sanitary sewer shall include developer constructing a 12-foot-wide by 12-inch-thick gravel roadway centered on or adjacent to the sanitary sewer in the sections of Phase 2 sewers that will have sewage flow prior to the completion of roadways for Phase 2 to provide access to easement containing roadway/walking path for the purpose of Utility vehicle and pedestrian access to southern development. The 12-foot-wide gravel roadway/walking path shall be installed with Phase 1.

Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, § 18.08(7) of the Municipal Code, and Sec. 5.0 ("Sanitary Sewer System Requirements") of the Village Design, Drafting & Construction Standards & Specifications. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District sanitary sewer extension forms shall be prepared by Developer and provided to the Village Engineer. All sanitary sewer improvements that will be transferred to the Village shall be inspected by Wastewater Utility personnel prior to acceptance by the Public Works & Highway Committee. The Wastewater Utility may televise the sewer, create a punchlist of defects, and perform one follow-up televised inspection at no expense to Developer. Additional follow-up televised inspections shall occur at Developer expense.

Sanitary sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village sanitary sewer shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with green painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with publicly owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to all lots within the Development. The extension of watermain shall include; connection to the south phase of the development which shall be installed within a 30-foot-wide utility easement and water main on Freistadt Road which shall be in road right-of-way.

In addition, a water main loop will be constructed from an existing water main on Valley Court (west of railroad tracks) in a 20 foot utility easement to the subdivision water main on Daniel Court, which shall be completed by April 1, 2023.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources water main extension forms shall be prepared by Developer and submitted to the Department of Natural Resources. All water supply improvements that will be transferred to the Village shall be inspected by Water Utility personnel prior to acceptance by the Public Works & Highway Committee.

Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village water supply system shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with blue painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

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

1.05 GRADING, STREET SURFACING, CONCRETE CURB AND GUTTER, SIDEWALKS, AND TRAFFIC SIGNS AND STREET SIGNS. Developer shall grade the development's surface and install internal roads having an urban cross section for vehicular access to all lots within the Development. Cul-de-sacs shall be designed to have a minimum 65' radius. Developer shall install permanent barricades at the end of dead-end roadways, and such dead ends shall be designed to accommodate emergency vehicles to the satisfaction of the Fire Chief.

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

Final yard grades, building elevations and contours shall conform to a 0.25-foot tolerance as compared to the grading plan pursuant to Sec. 14.076 of the Municipal Code. Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Developer shall furnish a Grading Certification Report to the Village Engineer showing all improvements have been installed at approved elevations and locations prior to occupancy. All grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install two (2) entrance intersections connecting the Subdivision's two (2) internal roads to Freistadt Road, including acceleration lanes, deceleration lanes, and bypass lanes, as outlined in the Washington County Intersection Improvement Permit. The western entrance to be constructed with Phase 1 construction and the eastern entrance to be constructed with Phase 2.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall

conform to Sec. 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. and Washington County Highway Division. All improvements to streets abutting the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All work performed in Washington County ROW shall be inspected by the Washington County Highway Dept.

Developer shall remain responsible for maintenance of all monument signs and boulevard islands.

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

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

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

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of

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

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

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

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

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

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

submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

1.09 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding, trees and other vegetation, of all publicly owned rights of way and privately owned common areas within and abutting the Subdivision. Such landscaping shall generally be consistent with the Landscaping Plans attached hereto as Exhibit D. Developer shall also provide temporary landscaping of privately-owned lots to establish and maintain vegetative cover.

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

A minimum of 4" of topsoil (i.e., after settlement) free of deleterious materials shall cover all areas of the site not covered by impervious roofs and/or pavements. Section 17.441(4)(a) prohibits topsoil export without special exception by the Village Public Works & Highway Committee.

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Development Dept. personnel prior to issuing an occupancy permit. Developer of Home Owners Association shall be required to maintain the landscaping installed in the 25' wide landscape easement across Lots nos. 1 & 37 and Outlots No. 2 & 4 in perpetuity. Said landscaping shall be maintained and replaced in kind or with similar plantings if ever removed.

1.10 STREET TREES. Developer shall install or cause to be installed street trees along Freistadt Road and in the internal roadway terraces spaced at one tree per 50 linear feet of street frontage. Except for Freistadt Road, street trees shall be installed on both sides of the roadway.

Developer shall design and submit to the Village Forester for approval all proposed plans, specifications and contract documents for all street trees before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(14) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Forester and by all applicable governmental agencies. Implicit in this

provision is the right of the Village Forester to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All street trees related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. Trees shall be planted after 80 % of the Lots are occupied and/or prior to the placement of the surface course of Asphalt Pavement or by the direction of the Village Director of Public Works.

1.11 STREET LAMPS AND YARD LIGHTS. Developer shall install street lamps and yard lights within the Development.

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

YARD LIGHTS. A requirement that the lot owners install a front yard light that is in conformance with § 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.

1.12 SURVEY MONUMENTS. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement for Phase 1 and for Phase 2, prior to the transferring of newly created lots for Phase 2.

1.13 RECREATION TRAIL. The Developer shall install an internal recreation trail throughout the Development, which trail will connect with the trail to be constructed on the remaining four lots of the Property when they are developed. These plans shall generally be consistent with the Common Area Landscape Plans described in sec. 1.09. Developer shall, not later than 14 months after the date of this agreement, install a sidewalk or off-road bicycle path along the south side of Freistadt Road as part of an overall future pedestrian path connection to

the west consistent with the Washington County Bike & Pedestrian Plan. Developer shall design the sidewalk or off-road bicycle path and submit to the Zoning Administrator for approval all proposed plans and specifications before authorization for construction will be given.

In lieu of the installation of the Freistadt Road sidewalk or off-road bicycle path, Developer can forward to the Village an amount of Funds (\$50,000.00) which is agreed to by the Village and the Developer and this shall relieve the Developer of the obligation to construct a sidewalk on the southside of Freistadt Road.

1.14 STREET NAME & TRAFFIC SIGNS. The Developer shall design and furnish to the Village plans indicating location and type of street name and traffic control sign. Developer shall be responsible for the costs associated with the installation of these signs.

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, water main, sanitary sewer, storm sewer, and all other improvements required for the Phase of the project currently being completed under this Agreement are installed, inspected by the Village Water Utility, Wastewater Utility, and/or Highway Dept., approved by the Village Engineer, the

Village has received all record-drawings in accordance with 2.05 below, and have been accepted by the Public Works & Highway Committee.

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (5) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter, Country Aire Drive entrance intersection, and Country Aire Drive sidewalk extension to Mequon Road;
- (6) Storm water management plan;
- (7) Landscape plans; and
- (8) Lighting plan.
- (9) Street Signage Plan.

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar

(4 mil minimum thickness). Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

ARTICLE III - DEDICATION AND ACCEPTANCE

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

Any water main installation shall not be accepted until two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

Any public roads to be installed shall not be accepted until a geologic compaction test is completed at regular intervals along the subgrade that shows compaction satisfactory to the Village Engineer and the final lift of asphalt has been installed. Upon completion of the public roads and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

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

the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

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

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

Water:	(\$832.00/Res. Unit)
Parks:	(\$736.00/Res. Unit)
Fire:	(\$171.00/Res. Unit)
Police:	(\$148.00/Res. Unit)
Library:	(\$281.00/Res. Unit)
Sewer Connection Fee:	(\$4,328.00/Res. Unit)

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of individual lot Building Permit issuance.

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

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

The fee may be recomputed, upon demand of the Village Engineer or the Developer, after completion of improvement construction in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the Village Engineer.

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

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

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

4.07 STREET SIGN FEE. The Developer shall pay to the Village Treasurer the cost of materials and installation of street signs by the Village, pursuant to Sec. 18.08(13) of the Municipal Code.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

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

5.04 PHASES. Developer has represented that it will construct the public sanitary sewer and water main improvements for this project in one phase and the road improvements and other ancillary improvements in two phases. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ASSOCIATION TO OWN OPEN SPACE. Developer has purchased the property identified as Lots 3 and 4 of Certified Survey Map No. _____. Lot 3 of such Certified Survey Map is to remain as open space and will be conveyed to an owner's association established by Developer. The purpose of this owner's association will be to maintain as passive recreational use this greenspace. Limited trails and improvements are contemplated. The association shall be established in conjunction with the development of Lots 3 and 4.

5.06 16.5' EXISTING RIGHT-OF-WAY. The existing 16.5' right-of-way along the eastern property line of Lot #4 and the western property line of Susan Bernhard will be dedicated to the Village of Germantown for the purpose of road right-of-way with the Final Plat for Phase #2 of the Wrenwood-north Development.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (the "Financial Guarantee", which may be in the form of either a Letter of Credit or a Performance Bond at the option of the Developer), which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the

amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs. Notwithstanding any other provision to the contrary, the Developer's obligation to maintain a letter of credit shall not extend beyond 14 months from the date of substantial completion of all improvements as defined in section 236.13(2)(a)2, Wis. Stat., except as may be otherwise expressly agreed to by the Parties.

6.02 FORM. The form of the Financial Guarantee shall be approved by the Village Attorney prior to acceptance of the Financial Guarantee by the Village as satisfying Developer's obligation as provided in Section 6.01 above.

6.03 LIABILITY NOT RELEASED. The Financial Guarantee given hereunder is a security device only which in no manner limits the liability of Developer to the Village, however arising and regardless of the amount.

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

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning

classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Developer and all subcontractors retained by the Developer during construction and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The amounts of such insurance coverage shall be as follows:

Bodily Injury

\$1,000,000 Per Person

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate

Property Damage \$500,000 Per Occurrence
\$500,000 Aggregate

- (2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury \$1,000,000 Per Person
\$1,000,000 Per Occurrence

Property Damage \$500,000 Per Occurrence

- (3) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.
- (4) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the Village prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement. The Village shall be named as an additional insured on all such insurance coverage under (1), (2) and (3).

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION:
Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property as more specifically detailed in the terms of this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

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

- (1) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (6) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement for Phase 1 shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board. The work required by this Agreement for Phase 2 shall be completed by Developer not later than twenty-four (24) months after acceptance of the Phase 1 work (not including the guarantee period).

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

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

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

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

9.02 APPROVAL TERMS. The approvals granted by the Village for the Developer, are conditioned upon the fact that the Developer's use is not tax-exempt and shall be subject to general property taxation; No tax-exempt use is authorized by the aforesaid approvals.

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

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

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

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Wrenwood, LLC.

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

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

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

9.10 COVENANTS AND DEED RESTRICTIONS. Developer shall, before selling any lots within the Subdivision, record restrictive covenants and deed restrictions. All proposed covenants and deed restrictions shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) ELEVATIONS. A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.
- (2) YARD LIGHTS. A requirement that the lot owners install a front yard light that is in conformance with § 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.

- (3) **LANDSCAPING.** A requirement that each individual lot owner is responsible for installing the minimum landscaping required under § 17.43(5) of the Municipal Code.
- (5) **OWNER RESPONSIBILITY.** A requirement that a Homeowner's Association is created comprised of all lot owners for purposes of assuming the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches, and swales required under Section 1.08 above, and, other privately owned improvements including the monument entrance sign(s) and commonly owned outlots and open spaces.
- (6) **ENVIRONMENTAL.** A requirement that the wetland and Primary Environmental Corridor (PEC) depicted on the subdivision plat is to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.
- (7) **VILLAGE REMEDIES.** The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.

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

ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals as of the day and year first written above.

WRENWOOD, LLC

By: Neumann Developments, Inc, its Sole Member

By: _____
Steve DeCleene, President

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally, came before me this ____ day of _____, 2022, the above-named, Steve DeCleene, President of Neumann Developments, Inc, to me known to be the person who executed the foregoing instrument and to me known to be such Sole Member of Wrenwood, LLC, and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

VILLAGE OF GERMANTOWN:

By _____
Dean Wolter, Village President

By _____
Deanna Braunschweig, Village Clerk

Per Village Board Approval: Dated_____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named, Dean M. Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

By _____
 Print Name: _____
 Notary Public, State of Wisconsin
 My Commission Expires: _____

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being more particularly described as follows:

DRAFT

EXHIBIT B

PROPOSED CSM FOR PROPERTY

DRAFT

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LOT 1 DETAIL SHEET

PREPARED BY:
TRIO ENGINEERING, LLC
12880 W. NORTH AVE., BLD. D
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

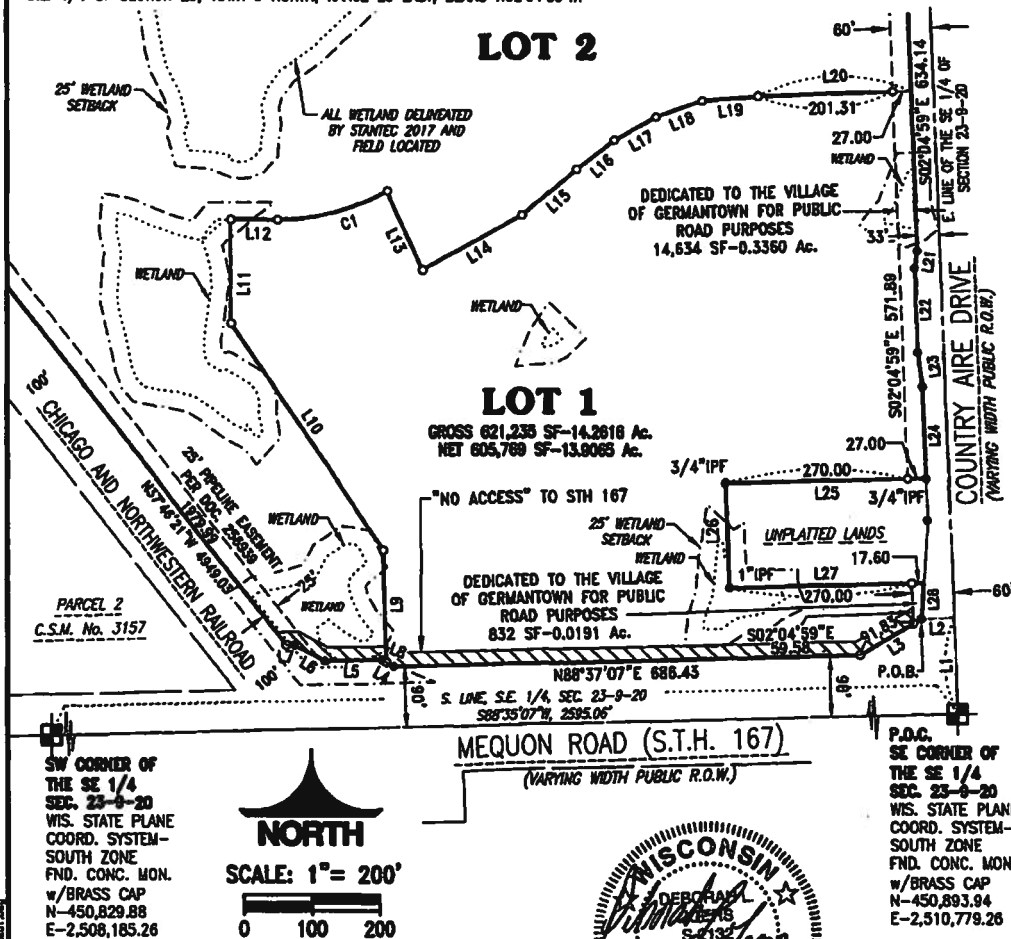
OWNERS:
BRISCOE DEVELOPMENT & MANAGEMENT, INC
250 S. EXECUTIVE DR. STE 301
BROOKFIELD, WI 53005
PHONE: 262-821-0472

DEVELOPERS GROUP, LLC
250 S. EXECUTIVE DR. STE 301
BROOKFIELD, WI 53005

NOTES:

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE EAST LINE OF THE S.E. 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, BEARS N02°04'59"W.

Document # 1471674
WASHINGTON COUNTY WISCONSIN
05-14-2019 12:44 PM
SHARON A. MARTIN
REGISTERED OF DEEDS
WASHINGTON COUNTY
Fee: \$30.00
Fee Exempt: 26
Pages: 10



SW CORNER OF
THE SE 1/4
SEC. 23-8-20
WIS. STATE PLANE
COORD. SYSTEM-
SOUTH ZONE
FND. CONC. MON.
w/BRASS CAP
N-450,829.88
E-2,508,185.26

NORTH
SCALE: 1" = 200'
0 100 200

- LEGEND:**
- INDICATES Section Corner-6"x6"x36" Concrete Monument w/Washington County Brass Cap (unless otherwise noted)
 - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.592 lbs. per lineal foot.
 - INDICATES "Found" 3/4" REBAR, unless noted otherwise.
 - IPF - INDICATES "Iron Pipe Found"

INDICATES "NO ACCESS" TO
S.T.H. 167 PER WisDOT JOB NO. 17-037-953-01
SHEET 1 OF 10



CSN 6890 Vol 63 Pg 193

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LOT 2
GROSS 1,747,186 SF=40.1099 Ac.
NET 1,738,438 SF=39.8631 Ac.

LOT 1

LEGEND:

- - INDICATES Section Corner-6"x6"x36" Concrete Monument w/Washington County Brass Cap (unless otherwise noted)
- - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot.
- - INDICATES "Found" 3/4" REBAR, unless noted otherwise.
- IPF - INDICATES "Iron Pipe Found"

MEQUON ROAD (S.T.H. 167)
(VARYING WIDTH PUBLIC R.O.W.)

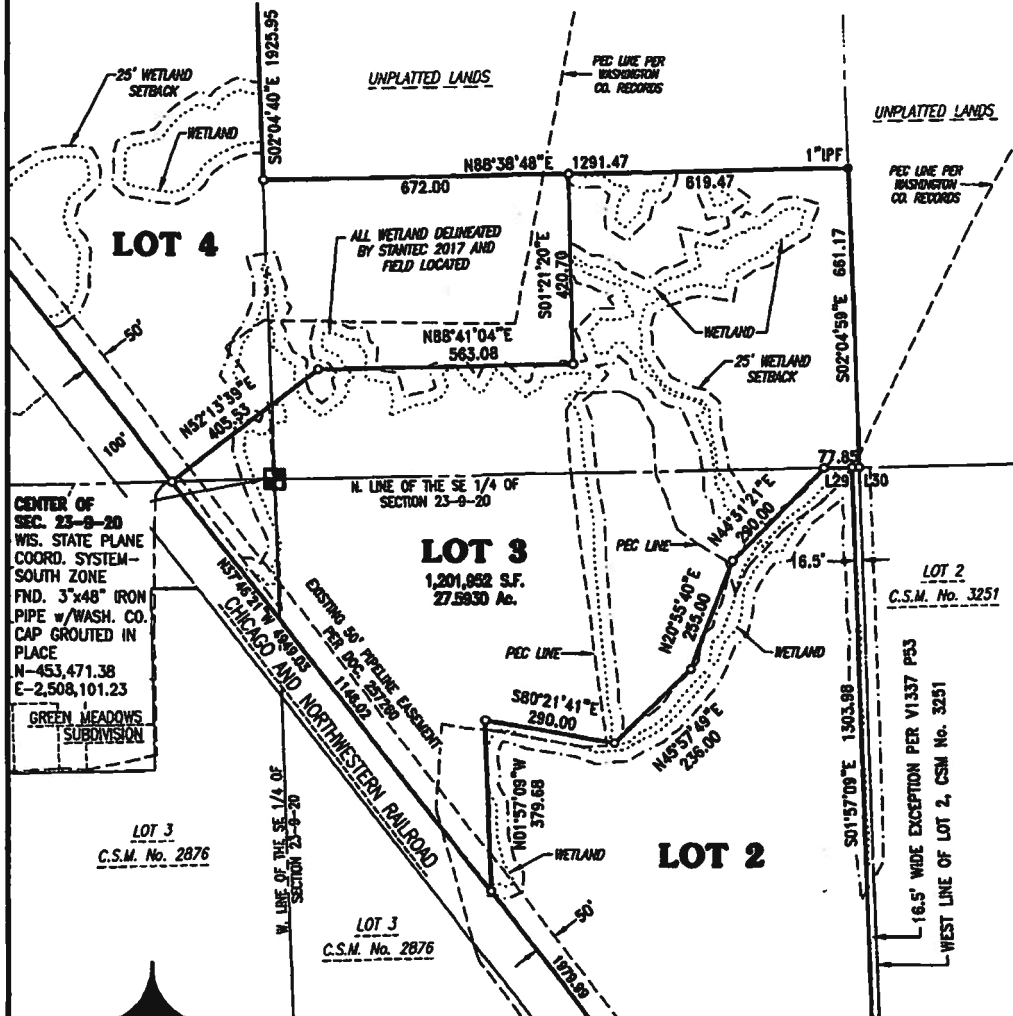
JOB NO. 17-037-953-01
SHEET 2 OF 10

SN 6890 Y6153 Pg 194

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LOT 3 DETAIL SHEET



CENTER OF
SEC. 23-9-20
WIS. STATE PLANE
COORD. SYSTEM-
SOUTH ZONE
FND. 3"x48" IRON
PIPE w/WASH. CO.
CAP GROUTED IN
PLACE
N-453,471.38
E-2,508,101.23
GREEN MEADOWS
SUBDIVISION

LOT 3
C.S.M. No. 2876

LOT 3
C.S.M. No. 2876

LOT 2
C.S.M. No. 3251



- LEGEND:
- - INDICATES Section Corner-6"x6"x36" Concrete Monument w/Washington County Brass Cap (unless otherwise noted)
 - - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot.
 - - INDICATES "Found" 3/4" REBAR, unless noted otherwise.
 - IPF - INDICATES "Iron Pipe Found"



DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 17-037-953-01
SHEET 3 OF 10

CSM 6890 Vol 53 Pg 195

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

DEDICATED TO WASHINGTON COUNTY
FOR PUBLIC ROAD PURPOSES
1911 SF-0.0439 Ac.

CSM 689D Vol 53 Pg 196



SCALE: 1" = 400'



LEGEND:

- - INDICATES Section Corner—6"x6"x36" Concrete Monument w/Washington County Brass Cap (unless otherwise noted)
- - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lined foot.
- - INDICATES "Found" 3/4" REBAR, unless noted otherwise.
- PF - INDICATES "Iron Pipe Found"



**DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132**

JOB NO. 17-037-953-01
SHEET 4 OF 10

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LINE TABLE:

Line #	BEARING	LENGTH
L1	N02°04'59"W	142.05'
L2	S87°55'01"W	47.65'
L3	S59°29'11"W	105.87'
L4	N61°44'25"W	20.20'
L5	S88°35'07"W	85.00'
L6	N61°44'25"W	50.50'
L7	S88°35'07"W	11.75'
L8	N81°44'25"W	12.73'
L9	N01°24'57"W	166.80'
L10	N33°52'26"W	401.05'
L11	N00°02'23"W	152.71'
L12	N89°57'37"E	68.21'
L13	S24°11'31"E	126.71'
L14	N81°03'41"E	165.79'
L15	N49°52'44"E	105.52'
L16	N52°16'45"E	70.83'
L17	N60°29'54"E	71.29'
L18	N70°57'00"E	71.62'
L19	N85°15'25"E	81.33'
L20	N87°55'05"E	228.31'

LINE TABLE:

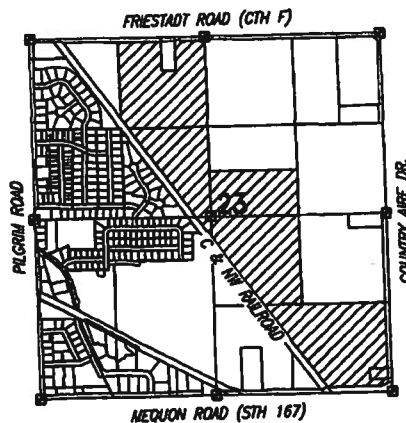
Line #	BEARING	LENGTH
L21	S09°13'37"W	25.50'
L22	S02°04'59"E	125.00'
L23	S07°47'37"E	50.25'
L24	S02°04'59"E	136.08'
L25	S88°42'01"W	297.00'
L26	S02°04'59"E	155.00'
L27	N88°42'01"E	287.60'
L28	S03°37'21"W	52.91'

LINE TABLE:

Line #	BEARING	LENGTH
L29	N88°41'04"E	61.35'
L30	S88°41'04"W	16.50'
L31	N88°38'05"E	16.50'
L32	S01°57'09"E	16.50'
L33	N88°33'13"E	86.68'
L34	S01°26'47"E	22.00'

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	330.00	29°22'05"	169.15	167.30	N75°16'34.5"E	N89°57'37"E	N60°35'32"E



LOCALITY MAP:

SECTION 23,
T. 9 N., R. 20 E.
SCALE: 1"=2000'



DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 17-037-853-01
SHEET 5 OF 10

CSM 6890 Vol 53 Pg 197

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)



I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the East Half of the Northwest 1/4 of Section 23, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4 of said Section 23; Thence North 02°04'59" West along the East line of said Southeast 1/4 Section, 142.05 feet; Thence South 87°55'01" West, 47.65 feet to a point at the intersection of the West Right-of-Way line of "Country Aire Drive" and the North Right-of-Way Line of "Mequon Road" (S.T.H. "167") which is the place of beginning of lands hereinafter described;

Thence South 59°29'11" West along said North Right-of-Way line, 105.87 feet to a point; Thence South 88°35'07" West along said North Right-of-Way line, 686.43 feet to a point; Thence North 61°44'25" West along said North Right-of-Way line, 20.20 feet to a point; Thence South 88°35'07" West along said North Right-of-Way line, 85.00 feet to a point; Thence North 61°44'25" West along said North Right-of-Way line, 50.50 feet to a point; Thence South 88°35'07" West along said North Right-of-Way line, 11.75 feet to a point on the East Right-of-Way line of "Chicago and Northwestern Railroad"; Thence North 37°46'21" West along said East Right-of-Way line, 4949.03 feet to the Southeast corner of Lot 2, Certified Survey Map No. 4986; Thence North 02°09'06" West along the East line of said Lot 2, 1117.92 feet to a point on the South Right-of-Way line of "Friestadt Road" (C.T.H. "F"); Thence North 88°33'13" East along said South Right-of-Way line, 641.23 feet to a point on the West line of Certified Survey Map No. 228; Thence South 01°26'47" East along said West line, 430.60 feet to the Southwest corner of said Certified Survey Map No. 228; Thence North 88°33'13" East along the South line of said Certified Survey Map No. 228, 200.00 feet to the Southeast corner of said Certified Survey Map No. 228; Thence North 01°26'47" West along the East line of said Certified Survey Map No. 228, 452.60 feet to the South Right-of-Way line of "Friestadt Road" (C.T.H. "F"); Thence North 88°33'13" East along said South Right-of-Way line, 86.88 feet to a point; Thence South 01°26'47" East along said South Right-of-Way line, 22.00 feet to a point; Thence North 88°33'13" East along said South Right-of-Way line, 362.83 feet to a point on the East line of the Northwest 1/4 of said Section 23; Thence South 02°04'40" East along said East line, 1925.95 feet to a point on the North line of the South Half of the Southwest 1/4 of the Northeast 1/4 of said Section 23; Thence North 88°38'48" East along said North line, 1291.47 feet to the East line of the South Half of the Southwest 1/4 of the Northeast 1/4 of said Section 23; Thence South 02°04'59" East along said East line, 661.17 feet to a point on the North line of the Southeast 1/4 of said Section 23; Thence South 88°41'04" West along said North line, 16.50 feet to a point; Thence South 01°57'09" East parallel with the East line of the Northwest 1/4 of the Southeast 1/4, 1303.98 feet to a point; Thence North 88°38'05" East, 16.50 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4; Thence South 01°57'09" East along said East line, 16.50 feet to the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 23; Thence North 88°38'05" East along said North line, 1261.53 feet to a point on the West Right-of-Way line of "County Aire Drive"; Thence South 02°04'59" East along said West Right-of-Way line, 634.14 feet to a point; Thence South 09°13'37" West along said West Right-of-Way line, 25.50 feet to a point; Thence South 02°04'59" East along said West Right-of-Way line, 125.00 feet to a point; Thence South 07°47'37" East along said West Right-of-Way line, 50.25 feet to a point; Thence South 02°04'59" East along said West Right-of-Way line, 136.08 feet to a point; Thence South 88°42'01" West, 297.00 feet to a point; Thence South 02°04'59" East, 155.00 feet to a point; Thence North 88°42'01" East, 287.60 feet to a point on the West Right-of-Way line of "County Aire Drive"; Thence South 03°37'21" West along said West Right-of-Way line, 52.91 feet to the point of beginning of this description.

Said Parcel contains GROSS 6,307,951 Square Feet (or 144.8106 Acres) of land, more or less inclusive of Right-of-Way, and NET 6,279,825 Square Feet (or 144.1649 Acres) of land, more or less exclusive of Right-of-Way.

Drafted this 1st Day of APRIL, 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

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Job. No. 17-037-953-01

SHEET 6 OF 10

CSM 6890 Vol 53 Pg 198

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

That I have made such survey, land consolidation and map by the direction of **BRISCOE DEVELOPMENT & MANAGEMENT, INC** and **DEVELOPERS GROUP, LLC**, owners of said lands.

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

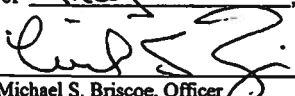
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Germantown in surveying, dividing and mapping the same.

Dated this 1st day of April, 2019.


Deborah L. Joers, P.L.S.
Professional Land Surveyor, S-2132
TRIO ENGINEERING, LLC
12660 West North Ave. Bldg. D
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

OWNER'S CERTIFICATE:

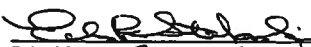
BRISCOE DEVELOPMENT & MANAGEMENT, INC, a Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, we hereby dedicate that part of Country Aire Drive to the Village of Germantown for public road purposes as represented on Sheet 1 of 9 of this Certified Survey Map and hereby dedicate that part of Friestadt Road (C.T.H. "F") to Washington County for public road purposes as represented on Sheet 4 of 9 of this Certified Survey Map and do hereby certify that said Corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the ordinances of the Village of Germantown, this 7th day of May, 2019.


Michael S. Briscoe, Officer

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally, came before me this 7th day of May, 2019, Michael S. Briscoe, Officer of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be the Representative of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.




Print Name: Eileen R. Stefanski
Notary Public, Waushara County, WI
My commission expires: March 22, 2023

Drafted this 1st Day of APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 17-037-953-01
SHEET 7 OF 10

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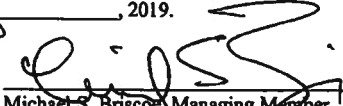
CSM 6890 Vol 53 Pg. 199

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DEVELOPERS GROUP, LLC, a Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, we hereby dedicate that part of Country Aire Drive to the Village of Germantown for public road purposes as represented on Sheet 1 of 9 of this Certified Survey Map and hereby dedicate that part of Friestadt Road (C.T.H. "F") to Washington County for public road purposes as represented on Sheet 4 of 9 of this Certified Survey Map and do hereby certify that said Corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the ordinances of the Village of Germantown, this 7th day of May, 2019.


Michael S. Briscoe, Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this 7th day of May, 2019, Michael S. Briscoe, Managing Member of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be the Representative of said Corporation, and acknowledged that he executed the foregoing instrument as such member as the deed of said Corporation, by its authority.


Print Name: Eileen R. Stefanski
Notary Public, Waukesha County, WI
My commission expires: March 22, 2023



Drafted this 1st Day of APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 17-037-953-01
SHEET 8 OF 10

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CSM 6890 Vol 53 Pg 200

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this 8th day of April, 2019.

Dean Wolter
Dean Wolter, Chairman

Lori Johnson
Lori Johnson, Secretary

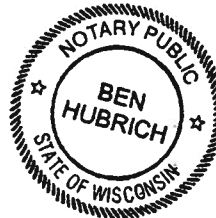
5-13-19
Date:

5-14-19
Date:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this 13 day of May, 2019, the above named Dean Wolter, and the above named Lori Johnson, to me known to be the persons who represent the Planning Commission for the Village of Germantown, by their authority.

Ben Hubrich
Print Name: Ben Hubrich
Notary Public, Washington County, WI
My commission expires: 5/05/2021



Drafted this 1st Day of APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 17-037-953-01
SHEET 9 OF 10

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CSN 6890 Vol 53 Pg 201

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN BOARD APPROVAL:

This Certified Survey Map, being a part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the East Half of the Northwest 1/4 of Section 23, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of Country Aire Drive for public road purposes as shown on Sheet 1 of 8 is hereby accepted by the Village Board of Trustees of the Village of Germantown on this 15 day of April, 2019.

Dean Wolter
Dean Wolter, Village President

5-13-19
Date:

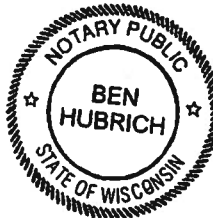
Deanna Braunschweig
Deanna Braunschweig, Village Clerk

5-13-19
Date:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this 13 day of May, 2019, the above named Dean Wolter, and the above named Deanna Braunschweig, to me known to be the persons who represent the Village Board for Germantown, by their authority.

Print Name: Ben Hubrich
Notary Public, Washington County, WI
My commission expires: 5/25/2021



Drafted this 1st Day of APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132
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Job. No. 17-037-953-01
SHEET 10 OF 10

CSM 6890 Vol 153 Pg 202

EXHIBIT C

FINANCIALS

DRAFT

DRAFT

EXHIBIT "C"
WRENWOOD-north SUBDIVISION

DRAFT

Residential Single Family Subdivision

Phase # 1 (46 Lots)-- Sanitary, Water, Storm & Roads (include off-site water main)

Phase # 2 (49 Lots)-- Sanitary Sewer & Water Main

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT	COMPLETED AMOUNT	REMAINING AMOUNT	COMMENTS
Survey Monuments	1.02	\$500.00		\$500.00	
Site & Pond Grading	1.03 & 1.11	\$373,170.00	\$273,170.00	\$100,000.00	finish site grading & turf
Gravel Base and Asphalt Binder Coarse__Phase #1	1.05	\$299,540.00	\$299,540.00	\$0.00	
Gravel Base and Asphalt Binder Coarse__Phase #2	1.05	\$250,000.00	\$0.00	\$250,000.00	estimated
Curb & Gutter__Phase #1	1.05	\$86,660.00	\$86,660.00	\$0.00	
Curb & Gutter__Phase #2	1.05	\$65,000.00	\$0.00	\$65,000.00	estimated
Asphalt Surface Coarse__Pase #1	1.05	\$89,100.00	\$89,100.00	\$0.00	
Asphalt Surface Coarse__Pase #2	1.05	\$80,000.00	\$0.00	\$80,000.00	estimated
CTH F Intersection Improvements at Grace Dr.(Ph2)	1.05	\$35,000.00	\$0.00	\$35,000.00	estimated
Storm Water System & Ponds__Phase # 1	1.12	\$229,319.00	\$200,000.00	\$29,319.00	
Storm Water System & Ponds__Phase # 2	1.12	\$0.00	\$0.00	\$0.00	estimated
Walk Path (granular base course & Asphalt pave)	1.05	\$50,000.00	\$0.00	\$50,000.00	estimated/ on Freistadt Rd.
Sanitary Sewer System__Phase #1	1.02	\$1,184,581.00	\$1,134,581.00	\$50,000.00	
Sanitary Sewer System__Phase #2	1.02	\$315,419.00	\$265,419.00	\$50,000.00	EST FOR PHASE #2//finish manholes
Water System__Phase #1	1.03	\$728,332.00	\$728,332.00	\$0.00	
Water System__Phase #2	1.03	\$300,000.00	\$225,000.00	\$75,000.00	EST FOR PHASE 2 / Laterals
Off-Site Water System__WaterMain Loop	1.03	\$308,000.00		\$308,000.00	TO COMPLETE IN 2023
Street Lights__Phase #1	1.11	\$30,000.00		\$30,000.00	
Street Lights__Phase #2	1.11	\$15,000.00		\$15,000.00	estimated
Street Signs__Phase #1	1.05	\$2,000.00		\$2,000.00	
Street Signs__Phase #2	1.05	\$1,500.00		\$1,500.00	estimated
Street Trees__Phase #1 ---Ph 1-117 trees-\$40,950	1.1	\$68,950.00		\$68,950.00	
Street Trees__Phase #2-80---\$28,000	1.1	\$28,000.00		\$28,000.00	estimated
Interim Storm Inlets__Phase #1	1.12	\$12,500.00	\$12,500.00		
Interim Storm Inlets__Phase #2	1.12	\$12,500.00		\$12,500.00	estimated
SUB-TOTAL__PHASE #1		\$3,462,652.00	\$2,823,883.00	\$713,769.00	
SUB-TOTAL__PHASE #2		\$1,102,419.00	\$490,419.00	\$537,000.00	
TOTAL PH #1 & PH #2		\$4,565,071.00	\$3,314,302.00	\$1,250,769.00	\$1,250,769.00

DATA Conversion Fee (record drawings)	4.03	\$1,000.00 *			
Improvement Review Fee:	4.03	\$50,264.88 *			
Professional Fee (Attorney)	4.05	\$500.00 *			
Inspection Fee Estimate (Actual based on construction time)	4.05	\$150,000.00 *		\$10,000.00	to be escrowed when PH 2 starts
SUB-TOTAL		\$201,764.88			

PHASE #1

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE

Sanitary Sewer (46 REC @ \$4,469.00 / REC)	4.02	\$205,574.00 **
Water (46 REC @ \$832 / REC)	4.02	\$38,272.00 **
Fire (46 REC @ \$171.00 / REC)	4.02	\$7,866.00 **
Police (46 REC @ \$148.00 / REC)	4.02	\$6,808.00 **

Park & Recreation (46 REC @ \$736.00 / REC)	4.02	\$33,856.00 **
Library (46 REC @ \$281.00 / REC)	4.02	\$12,926.00 **

SUB-TOTAL **\$305,302.00**

TOTAL (Letter of Credit Amount) Phase #1 & #2 **\$1,250,769.00**

* Amount to be Paid at Time of Signing of Development Agreement **\$201,764.88**

** Amount to be Paid at Time of Building Permit Issuance **\$305,302.00**

PHASE #2

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE

Sanitary Sewer (49 REC @ \$4,469.00 / REC)	4.02	\$218,981.00 **
Water (49 REC @ \$832 / REC)	4.02	\$40,768.00 **
Fire (49 REC @ \$171.00 / REC)	4.02	\$8,379.00 **
Police (49 REC @ \$148.00 / REC)	4.02	\$7,252.00 **
Park & Recreation (49 REC @ \$736.00 / REC)	4.02	\$36,064.00 **
Library (49 REC @ \$281.00 / REC)	4.02	\$13,769.00 **

SUB-TOTAL **\$325,213.00**

** Amount to be Paid at Time of Building Permit Issuance **\$325,213.00**

EXHIBIT D

LANDSCAPE PLAN

DRAFT

EXHIBIT E

LABOR & EQUIPMENT RATES

DRAFT

LABOR RATES -- 2022

VILLAGE OF GERMANTOWN

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

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

EQUIPMENT RATES -- 2022

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2020	2021	2022
Cruz-Air	\$72.11	\$74.27	\$76.50
Case Backhoe & Loader	\$42.57	\$43.85	\$45.17
Michigan Loader	\$54.40	\$56.03	\$57.71
Case/John Deer Loader/Snow Plow	\$92.24	\$95.01	\$97.86
Case/John Deer Loader/Snow Blower	\$125.34	\$129.10	\$132.97
Single Axle Dump Truck (5yd)	\$39.02	\$40.19	\$41.40
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$62.67	\$64.55	\$66.49
Tandem Axle Dump Truck	\$52.03	\$53.59	\$55.20
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$76.86	\$79.17	\$81.55
Quad Axle Dump Truck	\$90.18	\$92.89	\$95.68
1-Ton Patrol Truck (2-3 yd)	\$29.57	\$30.46	\$31.37
1-Ton Truck w/Plow	\$36.66	\$37.76	\$38.89
Truck w/Water Jetter w/Aux. Power Unit	\$59.12	\$60.89	\$62.72
Aerial Lift Truck	\$73.32	\$75.52	\$77.79
3500- Truck w/ Utility Box & Crane	\$65.00	\$65.00	\$65.00
Pickup Truck	\$23.06	\$23.75	\$24.46
Pickup Truck w/Plow	\$33.11	\$34.10	\$35.12
Self Propelled Vibrating Roller	\$44.93	\$46.28	\$47.67
Self Propelled Non-Vibratory Roller	\$41.38	\$42.62	\$43.90
185 cfm Air Compressor (Portable)	\$33.11	\$34.10	\$35.12
Street Sweeper 40 Hp w/Front Mounted Broom	\$43.75	\$45.06	\$46.41
Vacuum Sweeper	\$96.96	\$99.87	\$102.87
Vac All	\$101.69	\$104.74	\$107.88
Sewer line Televising Truck	\$137.17	\$141.29	\$145.53
Combination Sewer Machine (pipe jetter & vac)	\$165.54	\$170.51	\$175.63
Mini Excavator	\$57.96	\$59.70	\$61.49
Skid Steer Loader w/Bucket	\$37.84	\$38.98	\$40.15
Skid Steer Loader w/Snow Blower/Broom	\$41.38	\$42.62	\$43.90
20" Enclosed Trailer	\$15.00	\$15.45	\$15.91
REX Valve Turner	\$83.00	\$85.49	\$88.05
10' Utility Trailer	\$12.00	\$12.36	\$12.73
Tar Kettle	\$40.20	\$41.41	\$42.65
Motorized Mower (24" & Under)	\$15.68	\$16.15	\$16.63
Motorized Mower (25"-47")	\$21.88	\$22.54	\$23.22
Motorized Mower (48" & larger)	\$25.43	\$26.19	\$26.98
Tractor w/Sickle or Flail Mower	\$54.50	\$56.14	\$57.82

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

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

MEETING DATE: August 15, 2022

AGENDA ITEM: Consent Agenda

ITEM TITLE: Buckthorn/Brush Pick Up Data Review and Future Recommendations

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

At the May PWHC meeting staff was directed to tabulate all costs for the spring brush pickup and bring a recommendation back to the committee on how best to address the ongoing need for buck thorn removal and the future direction of roadside brush pick up. The attached spreadsheet breaks down the entire cost of doing a brush pickup event. The Village currently conducts 2 brush pickup events: one in the spring, and one in the fall. Neither of these pickups are conducive for the disposal of buckthorn due to the viability of the fruit on the branches. Cutting and transporting at the early spring and fall times will increase the chance of spreading these invasive plants.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to continue with a fall brush pick-up for 2022 and **transition to an annual brush pick-up to include the collection of buckthorn beginning in early June of 2023**. It was further recommended that buckthorn **not be collected** curbside for the fall collection and that the Village Yard Waste Facility continue the **non-acceptance** of buckthorn from mid-August through mid-May annually.

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 COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: Unfinished Business

ITEM TITLE: Buckthorn/Brush Pick Up Data Review and Future Recommendations

SUBMITTED BY: Tim Zimmerman – Superintendent Wastewater/ Recycling Coordinator

SUMMARY EXPLANATION:

At the May PWHC meeting staff was directed to tabulate all costs for the spring brush pickup and bring a recommendation back to the committee on how best to address the ongoing need for buckthorn removal and the future direction of roadside brush pick up. The attached spreadsheet breaks down the entire cost of doing a brush pickup event. The Village currently conducts 2 brush pickup events: one in the spring, and one in the fall. Neither of these pickups are conducive for the disposal of buckthorn due to the viability of the fruit on the branches. Cutting and transporting at the early spring and fall times will increase the chance of spreading these invasive plants.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

It is staffs' recommendation to eliminate both the fall and spring brush pickup and move to one brush pickup commencing on the first Monday in June. This would allow for the curbside collection of buckthorn before the fruits emerge. It would also span the Memorial Day holiday weekend to accommodate a neighborhood or HOA buckthorn removal project over the long weekend.

Staff further recommends the continued practice of non-acceptance of buckthorn at the Recycling Center Mid-August through Mid-May to help curtail the spread of buckthorn in our mulch product. Scott Anderson, HPBG Superintendent, and I, are in full agreement that this would be the best course of action moving forward and request that it be implemented immediately upon approval by the Village Board so notifications can be made prior to fall brush pickup.

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.

BRUSH PICK UP ANALYSIS

Total Loads	110		
Duration	10 days	80 Hours	
HE operator x 3	\$155.07	per hour	\$12,405.60
Liebeher w/grapple	\$76.50	per hour	\$6,120.00
Quad x2	\$191.36	per hour	\$15,308.80
Fuel gallons	421	\$5.00 per gallon	\$2,105.00

Total Pickup Only **\$35,939.40**

Process

Grinder/hr.	10	\$450.00	per hour	\$4,500.00
Wheel loader x3	10	\$293.55	per hour	\$2,935.50
Liebehr w/grapple	10	\$76.50	per hour	\$765.00
Sew operators x 4	10	\$212.12	per hour	\$2,121.20
Fuel	299	\$5.01	per gallon	\$1,497.99

Total Process Only **\$11,819.69**

Pick-up and Process **\$47,759.09**

Disposition

Loader	15.75	\$97.86	per hour	\$1,541.30
Hauling	1675	\$1.00	per yard	\$1,675.00
Fuel	67	\$5.01	per gallon	\$335.67

Total Disposition **\$3,551.97**

Total Cost Start to Finish **\$51,311.06**

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: August 15, 2022

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

ITEM TITLE: Don Thoma, Accurate Surveying, agent for Riteway Bus Service Inc., property owner of 78 acres located at W196N13704 Fond du Lac Avenue. Applications for 2020 Land Use Plan Map amendment from “Agricultural & Conservation Residential” to “Rural Residential”, to Rezone from A-1: Agricultural to A-2: Agricultural District and Rs-2: Single-family Residential, and a 3-lot Certified Survey Map (CSM).

SUBMITTED BY: Emily Zandt, Associate Planner

SUMMARY EXPLANATION:

Don Thoma, Accurate Surveying, agent for Riteway Bus Service Inc., property owner, is seeking approval of a 2020 Land Use Plan Map Amendment from “Agricultural & Conservation Residential” to “Rural Residential”, a Rezoning from A-1: Agricultural to and A-2: Agricultural and Rs-2: Single-Family Residential, and a 3-lot Certified Survey Map (CSM) for 78 acres located at W196 N13704 Fond du Lac Avenue (north of Rockfield Road). Proposed Lot 1 is 58.508 acres and would remain in the A-1: Agricultural District. Proposed Lot 2 is 15.248 acres (containing the existing single-family dwelling and farm buildings) and would be rezoned from A-1: Agricultural to A-2: Agricultural. Proposed Lot 3 is 2.666 acres and would be rezoned from A-1: Agricultural to Rs-2: Single-family Residential.

Washington County has jurisdiction over Fond du Lac Avenue/STH 145 in this location. As such, driveway permits will be required from the Washington County Highway Department.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the proposed 2020 Land Use Plan (LUP) map amendment to change proposed Lot 3 (2.66 acres) from “Agricultural/ Conservation Residential” to “Rural Residential” as proposed.

APPROVE rezoning proposed Lot 2 (15.248 acres) from A-1: Agricultural to A-2: Agricultural, and proposed Lot 3 from A-1: Agricultural to Rs-2: Single-family Residential as proposed.

APPROVE the proposed 3-lot Certified Survey Map (CSM) for the 78-acre Riteway Bus Service Inc. property located at W196 N13704 Fond du Lac Avenue/STH145 with the following conditions:

1. All technical issues and plan corrections identified by the Village engineering

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consultant memo dated July 22, 2022 shall be addressed and reflected in revised CSM submitted and approved by Village Staff prior to recording.

Note: The revisions to the CSM listed in the July 22, 2022 memo from the Village's Engineering Consultant have been submitted and approved by the Engineer.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

ORDINANCE NO. 14-2022

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

Riteway Bus Service Inc., Property Owner

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

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

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

SECTION 3. That Riteway Bus Service Inc., property owner of 78 acres, has submitted an application to amend the Land Use Plan map of the "Village of Germantown Year 2020 Smart Growth Plan" to change land use classification for the property located at west of Fond du Lac Avenue, shown in Exhibit 1 as Lot 3 (2.666 acres), from "Agricultural/Conservation Residential" to "Rural Residential".

SECTION 4. That the Village Plan Commission conducted a public hearing of the application on August 8, 2022, following publication and notification of said hearing and provided a recommendation to the Village Board.

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SECTION 5. That, after consideration of the application, supporting documentation, and public hearing testimony received, the Village Board does by enactment of this ordinance formally change the land use classification of the 2.666-acre property (shown as Lot 3 in Exhibit 1 attached hereto) from "Agricultural/Conservation Residential" to "Rural Residential".

SECTION 6. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee:

Adopted:

2022

_____,

Vote:

Ayes:

Nays:

Dean Wolter
Village President

ATTEST:

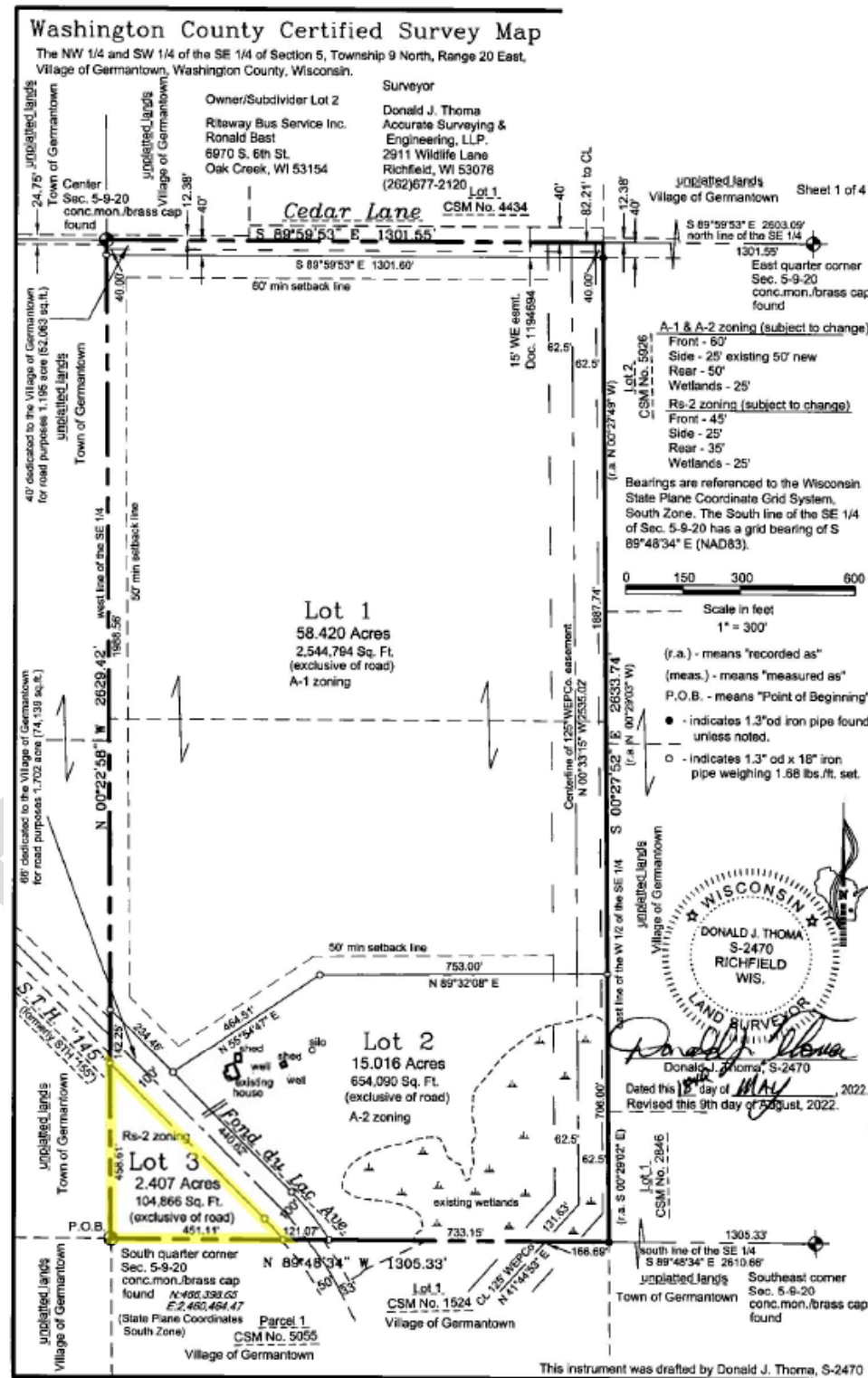
Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

EXHIBIT 1.
Riteway Bus Service Inc. Property
2020 Land Use Plan Map Amendment

Location: West of Fond du Lac Avenue, north of Rockfield Road, south of Cedar Lane



ORDINANCE NO. 15-2022

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

Riteway Bus Service Inc., Property Owner

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural Zoning District to the A-2: Agricultural Zoning District for 15.686 acres at W196N13704 Fond du Lac Avenue, shown in Exhibit 1, and with the following description:

Part of the SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South Quarter corner of said Section 5; thence N 00°22'58" W, along the west line of said SE 1/4, 529.73 feet, to the centerline of S.T.H. "145" / Fond du Lac Ave.; thence S 45°03'08" E, along said centerline, 174.19 feet, to the point of beginning of lands herein described; thence continuing S 45°03'08" E, along said centerline, 450.31 feet; thence southeasterly along the arc of a curve to the right 117.11 feet, radius 602.97 feet, delta 11°07'40", chord S 39°29'18" E 116.92 feet, to a point in the south line of said SE 1/4; thence S 89°48'34" E, along said south line of the SE 1/4, 792.52 feet, to the southeast corner of said SW 1/4 of the SE 1/4; thence N 00°27'52" W, along the east line of said SW 1/4 of the SE 1/4, 706.00 feet; thence S 89°32'08" W, 753.00 feet; thence S 55°54'47" W, 515.44 feet, to the point of beginning.

Containing 15.686 acres (683,299 square feet) more or less.

SECTION 2. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural Zoning District to the Rs-2: Single-family Residential Zoning District for 3.204 acres located west of Fond du Lac Avenue, shown in Exhibit 1, and with the following description:

Part of the SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Beginning at the South Quarter corner of said Section 5; thence N 00°22'58" W, along the west line of said SE 1/4, 529.73 feet, to the centerline of S.T.H. "145" / Fond du Lac Ave.; thence S 45°03'08" E, along said centerline, 450.31 feet; thence

southeasterly along the arc of a curve to the right 117.11 feet, radius 602.97 feet, delta 11°07'40", chord S 39°29'18" E 116.92 feet, to a point in the south line of said SE 1/4; thence N 89°48'34" W, along said south line of the SE 1/4, 512.81 feet, to the point of beginning.

Containing 3.204 acres (139,580 square feet) more or less.

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:

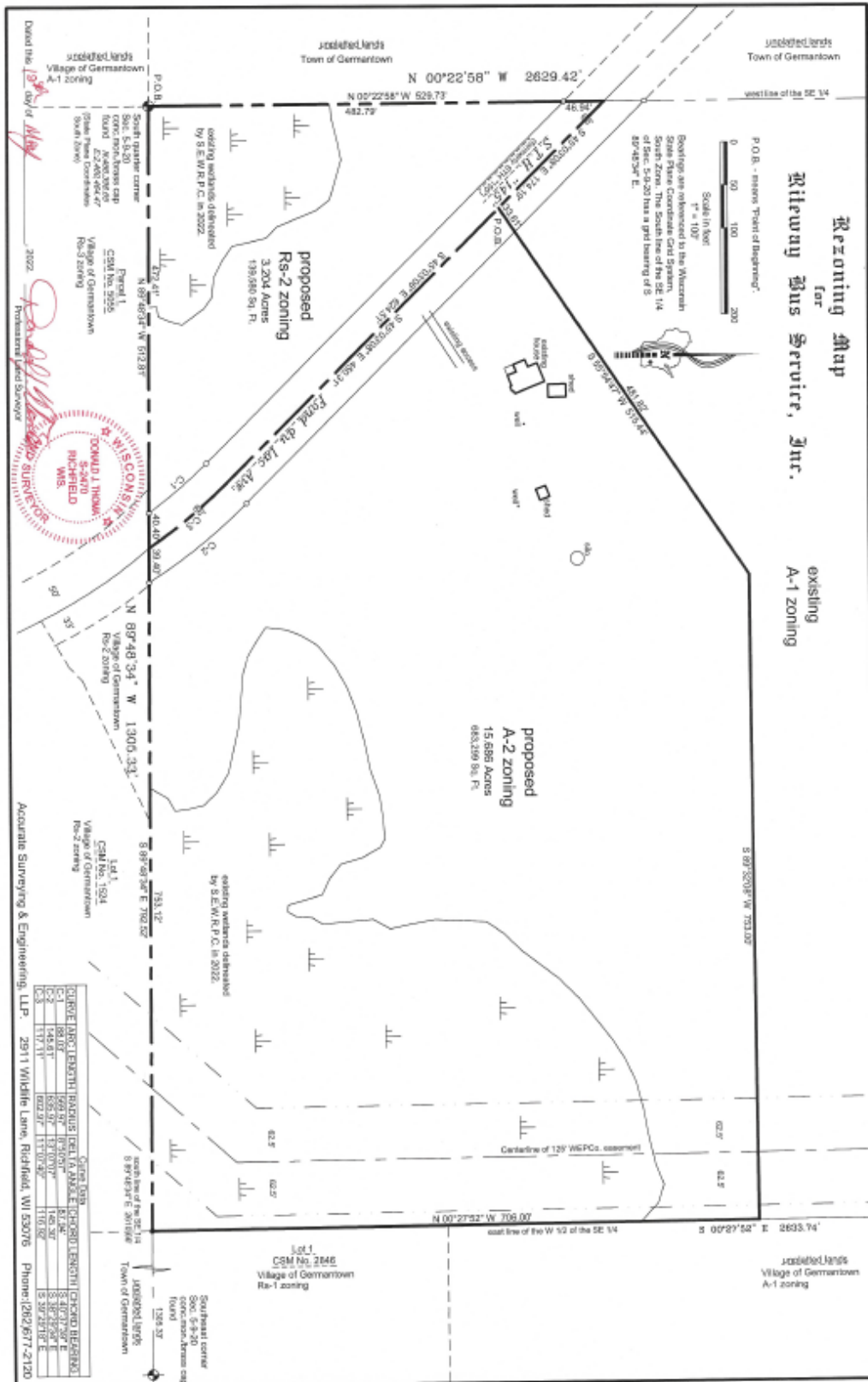
Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

EXHIBIT 1. REZONING MAP



Riteway Bus Service – W196 N13704 Fond du Lac Avenue – The property owner is seeking approval of a 2020 Land Use Plan Map Amendment from Agricultural & Conservation Residential to Rural Residential, a Rezoning from A-1 Agricultural to A-2 Agricultural and Rs-2 Single Family Residential and a 3-lot Certified Survey Map. Associate Planner Zandt summarized the proposal.

Public Hearing opened at 7:12 pm.
Public Hearing closed at 7:13 pm.

MOTION Baum second Laszewski to Approve the proposed 2020 Land Use Plan (LUP) map amendment to change proposed Lot 3 (2.66 acres) from “Agricultural/Conservation Residential” to “Rural Residential” as proposed.

MOTION carried unanimously.

MOTION Baum second Laszewski to Approve rezoning proposed Lot 2 (15.248 acres) from A-1: Agricultural to A-2: Agricultural, and proposed Lot 3 from A-1: Agricultural to Rs-2: Single-family Residential as proposed.

MOTION carried unanimously.

MOTION Baum second Laszewski to Approve the proposed 3-lot Certified Survey Map (CSM) for the 78-acre Riteway Bus Service Inc. property located at W196 N13704 Fond du Lac Avenue/STH145 with the following conditions:

- 1. All technical issues and plan corrections identified by the Village engineering consultant mem dated July 22, 2022 shall be addressed and reflected in revised CSM submitted and approved by Village Staff prior to recording.***

MOTION carried unanimously.

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

8/8/22 Plan Commission Meeting

Accurate Surveying & Engineering / Riteway Bus Service Inc.

Village Planner Report

Germantown, Wisconsin

Summary

Don Thoma, Accurate Surveying, agent for Riteway Bus Service Inc., property owner, is seeking approval of a 2020 Land Use Plan Map Amendment from "Agricultural & Conservation Residential" to "Rural Residential", a Rezoning from A-1: Agricultural to and A-2: Agricultural and Rs-2: Single-Family Residential, and a 3-lot Certified Survey Map (CSM) for 78 acres located at W196 N13704 Fond du Lac Avenue (north of Rockfield Road).

Location: W196 N13704 Fond du Lac Avenue (north of Rockfield Road)

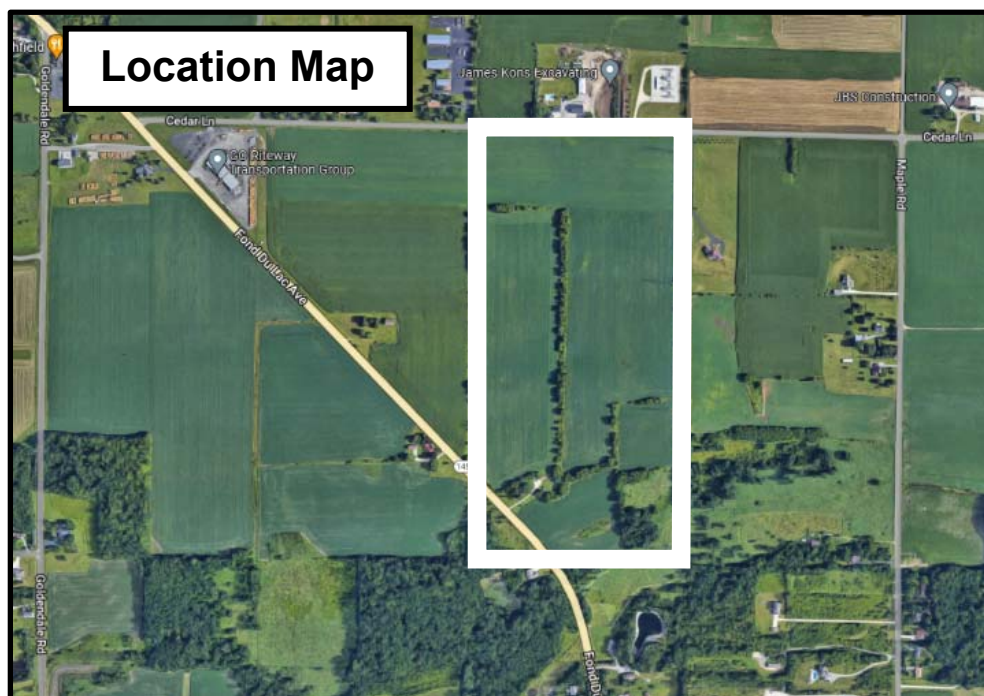
Applicant/

Property Owner: Don Thoma
Accurate Surveying
2911 Wildlife Ln

Riteway Bus Service Inc.
6970 s 6th Street
Oak Creek, WI

Current Zoning District: A-1: Agricultural
Proposed Zoning District: A-2: Agricultural (Lot 2) & Rs-2: Single-Family (Lot 3)

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Residential	Rs-1/Rs-2/Rs-3
East	Agricultural	A-1
West	Agricultural (T. of Germantown)	N/A



Proposal

Don Thoma, Accurate Surveying, agent for Riteway Bus Service Inc., property owner, is seeking approval of a 2020 Land Use Plan Map Amendment from “Agricultural & Conservation Residential” to “Rural Residential”, a Rezoning from A-1: Agricultural to and A-2: Agricultural and Rs-2: Single-Family Residential, and a 3-lot Certified Survey Map (CSM) for 78 acres located at W196 N13704 Fond du Lac Avenue (north of Rockfield Road).

Certified Survey Map (CSM)

The purpose for seeking approval of these applications is to divide off an existing farm dwelling on 15 acres (proposed Lot 2) and legally create a 2.6-acre parcel (proposed Lot 3) located on the west side of Fond du Lac Ave/STH 145 that effectively already exists by virtue of already being separated from the remaining land on the east side of Fond du Lac Ave/STH 145. The remaining 58.5 acres (proposed Lot 1) will remain in agriculture use.

Land Use Plan Map Amendment

The current 2020 Land Use Plan Map classification of the entire 78-acre property is “Agricultural/ Conservation Residential”. The only area requiring a change is the 2.6 acre parcel (proposed Lot 3) located east of Fond du Lac Ave/STH 145 to “Rural Residential” to accommodate a parcel size less than five acres. Overall, the proposed land division and rezoning are consistent with the existing 2020 Land Use Plan map classification. While the process of “legitimizing” proposed Lot 3 under the Village’s Zoning Code requires a LUP Map amendment, doing so is not necessarily inconsistent with the intent of the 2020 LUP Map for this area; it simply recognizes and clarifies what zoning regulations must be followed if/when Lot 3 is developed given the existing size and location west of Fond du Lac Ave/STH 145.

Rezoning

The 78 acres is currently located in an A-1: Agricultural District. Proposed Lot 2 that will include the existing farm dwelling is required to be rezoned into the A-2: Agricultural District since it does not meet the minimum 35-acre parcel size requirement for the A-1 District. Similarly, proposed Lot 3 is required to be rezoned into the Rs-2 District (minimum 2 acre parcel size requirement) to bring this parcel into conformance with the 2-acre minimum lot size requirement. All setback requirements in the Rs-2: Single-family District are met by proposed Lot 3.

Staff Comments

The Village engineering consultant has identified several technical items in a memo dated July 22, 2022. These items will need to be corrected prior to Village Board action on the CSM. Also, the CSM indicates a total right-of-way width of 66 feet vs. the minimum 100’ required. A total of 50’ of ROW needs to be dedicated on both sides of the Fond du Lac/STH145 centerline for a total of 100’.

Washington County has jurisdiction over this section of Fond du Lac Ave/STH 145. As such, driveway permits will be required from the Washington County Highway Department.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2020 Land Use Plan (LUP) map amendment to change proposed Lot 3 (2.66 acres) from “Agricultural/ Conservation Residential” to “Rural Residential” as proposed.

APPROVE rezoning proposed Lot 2 (15.248 acres) from A-1: Agricultural to A-2: Agricultural, and proposed Lot 3 from A-1: Agricultural to Rs-2: Single-family Residential as proposed.

APPROVE the proposed 3-lot Certified Survey Map (CSM) for the 78-acre Riteway Bus Service Inc. property located at W196 N13704 Fond du Lac Avenue/STH145 with the following conditions:

1. All technical issues and plan corrections identified by the Village engineering consultant mem dated July 22, 2022 shall be addressed and reflected in revised CSM submitted and approved by Village Staff prior to recording.



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

collaborāte / formulāte / innovāte

July 22, 2022

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

SUBJECT: Riteway Bus Services, Inc. CSM Review

Certified Survey Map

Applicant or Owner: Riteway Bus Services, Inc. (Ronald Bast)

Land Surveyor/Firm: Donald J. Thoma / Accurate Surveying and Engineering, LLP

1. The phone number for the Professional Land Surveyor should be shown.
2. Show wetland boundary along with the 25' setback line on CSM.
3. Confirm that all wetland mapping was done by a Professional Land Surveyor.
4. The Owner's Certificate should include the following statement.

"As Owners, we hereby dedicate that part of (street names) to the Village of Germantown for public road purposes as represented on Sheet _of_ of this Certifies Survey Map."

5. A Mortgagee Certificate will need to be included, if applicable.

No further review comments.

Document Approval and Recording

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

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

Document Submittals and Data Conversion

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

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

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

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

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

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

Sincerely,



Burt J. Naumann, PLS
Senior Vice President



Village of
★★★
Germantown
...Willkommen

Fee Must Accompany Application

☒ \$1,165 Paid _____ Date _____

☐ \$200 PC Consultation Only
Paid _____ Date _____

COMPREHENSIVE PLAN AMENDMENT APPLICATION

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

APPLICANT OR AGENT:

Donald J. Thoma / Accurate
27th Surveying

Address: 2911 Wildlife Lane
Richfield WI 53076

Phone: 262 677-2120

E-Mail: don@accuratesurveying.net

PROPERTY OWNER(S):

Riteway Bus Service, Inc.
%

Address: 6970 S. 6th St.
Oak Creek, WI 53154-0000

Phone: _____

E-Mail: _____

☒ **REQUEST TO AMEND LAND USE MAP**

Current Land Use Map Designation(s):

Ag Conservation

Proposed Land Use Map Designation(s):

Rs-2 and A-2 - Ag
Rural Residential

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

W196 N13704 Road du Lac Ave. Richfield WI 53076
GA GTNU - 054 996
GTNU - 054 997

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

see Attached legal
Attach separate legal description if necessary

Size of Property or Area:

Acres: 78.74 Square Feet: 3429,952

Comprehensive Plan Amendment Application

Page 2 of 3

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

	Adjacent Property Land Uses	Zoning
North	Ag/Conservation	A-1
South	Ag and Rural Res.	A-1 and Rs-3
East	Ag and Rural Residential	A-1 and Rs-1
West	Town of Germantown	Ag

☒ REQUEST TO AMEND PLAN TEXT

Section(s) of Comprehensive Plan to be Amended:

A-1

Proposed Text Amendment:

Attach separate pages as necessary

A-2 and Rs-2

Detailed Explanation and Justification for Proposed Amendment(s):

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

The owner would like to separate the existing home with 15 acres. We would like to create a parcel for the remnant on the southern side of St. H. 145. The rest of the property will remain in Ag/Conservation.

Comprehensive Plan Amendment Application

Page 3 of 3

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

All Amendment Applications:

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

Land Use Plan Map Amendment Only:

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

AFFIDAVIT OF UNDERSTANDING

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



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



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



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



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

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

 5-18-22
Applicant/Agent Donald J. Thoma Date

Property Owner Date

Applicant/Agent Date

Property Owner Date



Village of
★★★
Germantown
...Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

\$200 Plan Commission Consultation

\$1,085 Rezoning

\$1,240 PDD < 5 acres

\$2,095 PDD 5-20 acre site

\$3,460 PDD > 20 acre site

Date Paid: _____ Received by: _____

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1

APPLICANT OR AGENT

Donald J. Thoma
Accurate Surveying & Engineering, Inc.
2911 Wildlife Lane
Richtfield WI 53076
Phone (262) 677-2120
E-Mail don@accuratesurveying.net

PROPERTY OWNER

Riteway Bus Service, Inc.
6970 S. 6th St.
Date Creek, WI 53154-0000
Phone ()
E-Mail

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

W196 N13704 Fond du Lac Ave. Richtfield

GTNU-054996+997

3

REZONING REQUEST

FROM

A-1

TO

Rs-2 + A-2

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

see Attached

5 PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

The owner wants to separate the existing home with 15 acres and create a parcel for the remnant on the southwest side of STH 145.

6 SUPPORTING DOCUMENTATION:

- ☒ Plat of Survey (1:100)
- ☐ Site Plan and elevations for new construction (can be conceptual)

7 READ AND INITIAL THE FOLLOWING:

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

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

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

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

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Donald J. Thoma 5-18-22
Applicant Donald J. Thoma Date

Owner _____ Date



Village of



Germantown

...Willkommen

Fee must accompany application

☐ \$2,900 with public improvements

☐ \$1,960 no public improvements

Paid _____ Date _____

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1

APPLICANT OR AGENT

Donald J. Thoma

Accurate Surveying & Engineering LLP

2911 Wildlife Lane

Richfield WI 53076

Phone (262) 677-2120

Fax () N/A

E-Mail don@accuratesurveying.net

PROPERTY OWNER

Riteway Bus Service, Inc.

6970 S 6th St.

Oak Creek, WI 53154-0000

Phone ()

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

W196N13704 Fond du Lac Ave. Richfield, WI

GTNV- 054996 & 997

3

PURPOSE OF LAND SPLIT

seperate the existing house with 15 acres and create a lot for the remnant land on southwest side of STH 145.

Will the land split require rezoning?

yes

From A-1

To Rs-1 & A-2

4

READ AND INITIAL THE FOLLOWING:

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

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

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

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

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Donald J. Thoma 5-18-22
Applicant Date

Owner

Date

Accurate Surveying & Engineering LLP

Land Surveying, Developing and Consulting

2911 Wildlife Lane, Richfield, WI 53076 Phone (262)677-2120

May 18, 2022

RE: Riteway Bus Service, Inc. Legal description:

Proposed A-2 zoning:

Part of the SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South Quarter corner of said Section 5; thence N 00°22'58" W, along the west line of said SE 1/4, 529.73 feet, to the centerline of S.T.H. "145" / Fond du Lac Ave.; thence S 45°03'08" E, along said centerline, 174.19 feet, to the point of beginning of lands herein described; thence continuing S 45°03'08" E, along said centerline, 450.31 feet; thence southeasterly along the arc of a curve to the right 117.11 feet, radius 602.97 feet, delta 11°07'40", chord S 39°29'18" E 116.92 feet, to a point in the south line of said SE 1/4; thence S 89°48'34" E, along said south line of the SE 1/4, 792.52 feet, to the southeast corner of said SW 1/4 of the SE 1/4; thence N 00°27'52" W, along the east line of said SW 1/4 of the SE 1/4, 706.00 feet; thence S 89°32'08" W, 753.00 feet; thence S 55°54'47" W, 515.44 feet, to the point of beginning.

Containing 15.686 acres (683,299 square feet) more or less.

Accurate Surveying & Engineering LLP

Land Surveying, Developing and Consulting

2911 Wildlife Lane, Richfield, WI 53076 Phone (262)677-2120

May 18, 2022

RE: Riteway Bus Service, Inc. Legal description:

Proposed Rs-2 zoning:

Part of the SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Beginning at the South Quarter corner of said Section 5; thence N 00°22'58" W, along the west line of said SE 1/4, 529.73 feet, to the centerline of S.T.H. "145" / Fond du Lac Ave.; thence S 45°03'08" E, along said centerline, 450.31 feet; thence southeasterly along the arc of a curve to the right 117.11 feet, radius 602.97 feet, delta 11°07'40", chord S 39°29'18" E 116.92 feet, to a point in the south line of said SE 1/4; thence N 89°48'34" W, along said south line of the SE 1/4, 512.81 feet, to the point of beginning.

Containing 3.204 acres (139,580 square feet) more or less.

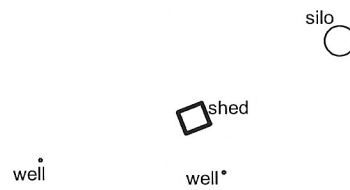
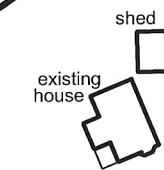
Rezoning Map for Riteway Bus Service, Inc.

existing
A-1 zoning

P.O.B. - means "Point of Beginning".

0 50 100 200
Scale in feet
1" = 100'

Bearings are referenced to the Wisconsin State Plane Coordinate Grid System, South Zone. The South line of the SE 1/4 of Sec. 5-9-20 has a grid bearing of S 89°48'34" E.



proposed
A-2 zoning
15.686 Acres
683,299 Sq. Ft.

proposed
Rs-2 zoning
3.204 Acres
139,580 Sq. Ft.

existing wetlands delineated
by S.E.W.R.P.C. in 2022.

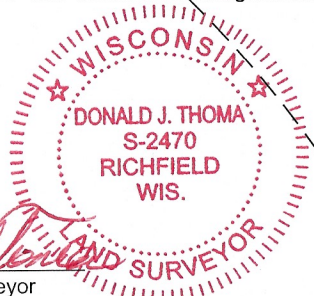
existing wetlands delineated
by S.E.W.R.P.C. in 2022.

Southeast corner
Sec. 5-9-20
conc.mon./brass cap
found

South quarter corner
Sec. 5-9-20
conc.mon./brass cap
found N:466,398.65
E:2,460,464.47
(State Plane Coordinates
South Zone)

Parcel 1
CSM No. 5055

Village of Germantown
Rs-3 zoning



Village of Germantown
Rs-2 zoning

Lot 1
CSM No. 1524
Village of Germantown
Rs-2 zoning

unplatted lands
Town of Germantown

Lot 1
CSM No. 2846
Village of Germantown
Rs-1 zoning

Curve Data					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C-1	88.03'	569.97'	8°50'57"	87.94'	S 40°37'39" E
C-2	145.61'	635.97'	13°07'07"	145.30'	S 38°29'34" E
C-3	117.11'	602.97'	11°07'40"	116.92'	S 39°29'18" E

Dated this 18th day of May, 2022.

Professional Land Surveyor

Accurate Surveying & Engineering, LLP. 2911 Wildlife Lane, Richfield, WI 53076 Phone:(262)677-2120

Washington County Certified Survey Map

Sheet 2 of 4

The NW 1/4 and SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East,
Village of Germantown, Washington County, Wisconsin.

A-1 & A-2 zoning (subject to change)

Front - 60'
Side - 25' existing 50' new
Rear - 50'
Wetlands - 25'

Rs-2 zoning (subject to change)

Front - 45'
Side - 25'
Rear - 35'
Wetlands - 25'

Bearings are referenced to the Wisconsin State Plane Coordinate Grid System, South Zone. The South line of the SE 1/4 of Sec. 5-9-20 has a grid bearing of S 89°48'34" E (NAD83).

0 100 200 400

Scale in feet

1" = 200'

(r.a.) - means "recorded as"

(meas.) - means "measured as"

P.O.B. - means "Point of Beginning".

● - indicates 1.3" od iron pipe found unless noted.

○ - indicates 1.3" od x 18" iron pipe weighing 1.68 lbs./ft. set.

P1 □ - indicates soil test pit.

Lot 1

58.420 Acres
2,544,794 Sq. Ft.
(exclusive of road)
A-1 zoning

Lot 2

15.016 Acres
654,090 Sq. Ft.
(exclusive of road)
A-2 zoning

Lot 3

2.407 Acres
104,866 Sq. Ft.
(exclusive of road)
Rs-2 zoning

Curve Data					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C-1	72.77'	552.97'	7°32'23"	72.71'	N 41°16'56" W
C-2	160.13'	652.97'	14°03'02"	159.73'	N 38°01'37" W
C-3	117.11'	602.97'	11°07'40"	116.92'	N 39°29'18" W

The wetlands shown have been delineated by SEWRPC and located by Accurate Surveying & Engineering, LLP.

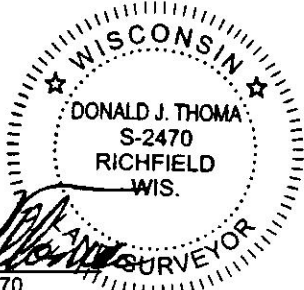
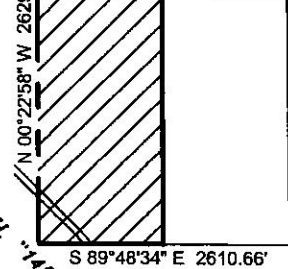
Location Sketch

SE 1/4 Section 5-9-20

Scale: 1" = 2000'

Cedar Lane

S 89°59'53" E 2603.09'



Donald J. Thoma, S-2470

Dated this 18 day of May, 2022.
Revised this 9th day of August, 2022.

Washington County Certified Survey Map

Sheet 3 of 4

The NW 1/4 and SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East,
Village of Germantown, Washington County, Wisconsin.

Surveyor's Certificate:

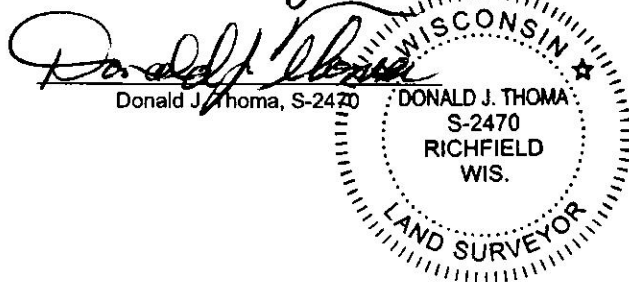
I, Donald J. Thoma, Professional Land Surveyor, hereby certify that by the direction of Ronald Bast, I have surveyed, divided, mapped and dedicated the land shown and described hereon, the NW 1/4 and SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Beginning at the South Quarter corner of said Section 5; thence N 00°22'58" W, along the west line of said SE 1/4, 2629.42 feet, to the Center of said Section 5; thence S 89°59'53" E, along the north line of said SE 1/4, 1301.55 feet, to the northeast corner of said NW 1/4 of the SE 1/4; thence S 00°27'52" E, along the east line of said NW 1/4 and SW 1/4 of the SE 1/4, 2633.74 feet, to the southeast corner of said SW 1/4 of the SE 1/4; thence N 89°48'34" W, along the south line of said SE 1/4, 1305.33 feet, to the point of beginning.

Containing 78.741 acres (3,429,952 square feet) more or less.

I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and the Village of Germantown Ordinance in surveying, dividing, mapping and dedicating said lands, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Dated this 13th day of MAY, 2022.
Revised this 8th day of August, 2022.



Corporate Owner's Certificate:

Riteway Bus Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land on this Certified Survey Map to be surveyed, divided, mapped and dedicated that part of Cedar Lane and S.T.H. "145" / Fond du Lac Ave. to the Village of Germantown for public road purposes as represented on Sheet 1 and 2 of 4 of this Certified Survey Map.

Riteway Bus Service, Inc., does further certify that there is no mortgage on this property and this Certified Survey Map is required by sec. 236.34 of Wisconsin Statutes to be submitted to the following for approval.

Village of Germantown Plan Commission

Village of Germantown Village Board

IN WITNESS WHEREOF, Riteway Bus Service, Inc., has caused these presents

to be signed by Ronald Bast, its Officer,

at _____, Wisconsin,

and its corporate seal to be hereunto affixed this _____ day of _____, 202__.

In the presence of:

Riteway Bus Service, Inc.

Corporate Name

Officer

Ronald Bast

(Print)

STATE OF WISCONSIN)

WASHINGTON COUNTY)s.s

Personally came before me this _____ day of _____, 202__, Ronald Bast

Officer of the above named corporation, to me known to be the persons who

executed the foregoing instrument, and to me known to be such Officer of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____, Notary Public, _____, Wisconsin.

My commission expires _____

Washington County Certified Survey Map

Sheet 4 of 4

The NW 1/4 and SW 1/4 of the SE 1/4 of Section 5, Township 9 North, Range 20 East,
Village of Germantown, Washington County, Wisconsin.

Village of Germantown Plan Commission Approval:

This Certified Survey Map is hereby approved by the Planning Commission of the Village
of Germantown on this ____ day of _____, 202__.

Dean Wolter - Chairperson

Laura A. Johnson - Secretary

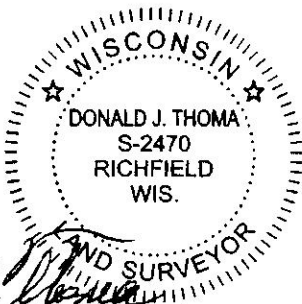
Village of Germantown, Village Board Approval:

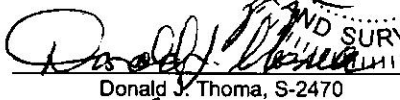
This Certified Survey Map, The NW 1/4 and SW 1/4 of the SE 1/4 of Section 5, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the
Planning Commission being the same, is hereby approved and (the dedication of that part of Cedar
Lane and S.T.H. "145" / Fond du Lac Ave. for public road purposes as shown on Sheet 1 and 2 of 4 is
hereby) accepted by the Village Board of Trustees of the Village of Germantown on

this ____ day of _____, 202__.

Dean Wolter - Village President

Deanna Braunschweig - Village Clerk




Donald J. Thoma, S-2470

Dated this 18 day of MAY, 2022.

SOIL EVALUATION REPORT

MOUND

Page 1 of 3

in accordance with Comm 85, Wis. Adm. Code

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

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

County	Washington
Parcel I.D.	GNTV 054997
Reviewed by	Date

Property Owner Riteway Bus Service Inc.		Property Location Govt. Lot SW 1/4 SE 1/4 S 5 T 9 N R 20E (or) W	
Property Owner's Mailing Address 6970 S. 6th St. Ronald East		Lot #	Block #
City Oak Creek	State WI	Zip Code 53154	Subd. Name or CSM# Aport of 78.78 acres
Phone Number (414) 881-1250	☐ City ☒ Village ☐ Town		Nearest Road State Road 145

☒ New Construction Use: ☒ Residential / Number of bedrooms 4 Code derived design flow rate 600 GPD

☐ Replacement ☐ Public or commercial - Describe: _____

Parent material _____ Flood Plain elevation if applicable _____ ft.

General comments and recommendations: _____

1 Boring # ☐ Boring ☒ Pit Ground surface elev. 94.5 ft. Depth to limiting factor 29 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft ²	
									*Eff#1	*Eff#2
1	0-6	10yr 3/2	—	scl	2msbk	mfr	gd	2f	.4	.6
2	6-14	10yr 3/6	—	cl	2mabk	mfr	cs	2f-1f	.4	.6
3	14-29	10yr 4/6	—	scl	2fabk	mfr	cs	1f	.4	.6
4	29-44	10yr 5/4	flf 7.5yr 5/8	sl	1platy	dfr	gd	1vf	.4	.6
5	44-52	10yr 6/4	flf 7.5yr 5/8	l	1fsbk	mfr	—	—	.4	.6

2 Boring # ☐ Boring ☒ Pit Ground surface elev. 91.5 ft. Depth to limiting factor 31 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft ²	
									*Eff#1	*Eff#2
1	0-8	10yr 3/2	—	sil	2fsbk	mfr	gd	2m-2f	.6	.8
2	8-20	10yr 3/6	—	sil	2fsbk	mfr	cs	2f-1f	.6	.8
3	20-31	10yr 4/6	—	sl	2fsbk	mfr	cs	1f	.6	1.0
4	31-42	10yr 5/4	flf 7.5yr 5/8	l	1fsbk	dfr	gd	1vf	.4	.6
5	42-54	10yr 6/4	flf 7.5yr 5/8	l	1fsbk	dfr	—	1vf	.4	.6

* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD₅ ≤ 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print) <u>JANIS M. BRANDENBURG</u>	Signature <u>J. Brandenburg</u>	CST Number <u>252721</u>
Address <u>105674 Hwy 60</u>	Date Evaluation Conducted <u>11-8-21</u>	Telephone Number <u>(920) 696-3496</u>
<u>Township WI 53039</u>	<u>copy</u>	

Property Owner Riteway Bus ServiceParcel ID # 6NTV 054997Page 2 of 33

Boring #



Boring



Pit

Ground surface elev. 91.5 ft.Depth to limiting factor 30 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft ²	
									*Eff#1	*Eff#2
1	0-9	10Yr 3/2	—	sil	2msbk	mfr	gs	2m-2f	.6	.8
2	9-23	10Yr 3/4	—	sil	2fsbk	mfr	cs	2f-1f	.6	.8
3	23-30	10Yr 4/6	—	scl	2fcbk	mfr	cs	1f	.4	.6
4	30-43	10Yr 5/4	f1f 7.5yr 5/8	sl	1fsbk	dfr	gd	1vf	.4	.7
5	43-56	10Yr 6/4	f1f 7.5yr 5/8	l	1fsbk	dfr	—	—	.4	.6

☐

Boring #



Boring



Pit

Ground surface elev. _____ ft.

Depth to limiting factor _____ in.

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

☐

Boring #



Boring



Pit

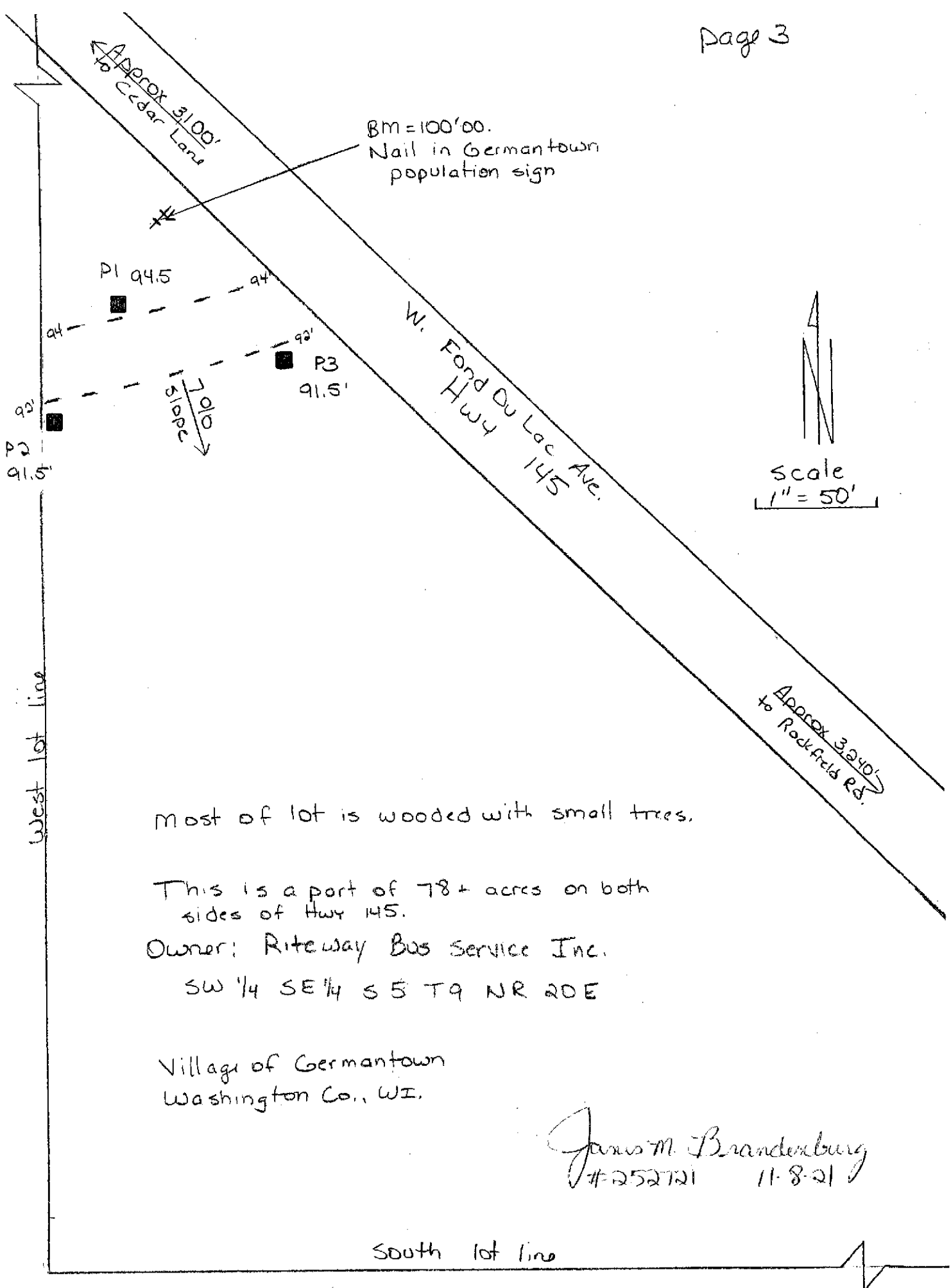
Ground surface elev. _____ ft.

Depth to limiting factor _____ in.

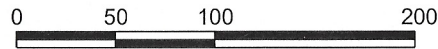
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft ²	
									*Eff#1	*Eff#2

* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L* Effluent #2 = BOD₅ ≤ 30 mg/L and TSS ≤ 30 mg/L

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

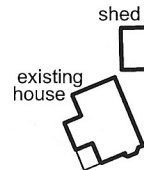


Wetland Location Map
for
Riteway Bus Service, Inc.



Scale in feet
1" = 100'

Bearings are referenced to the Wisconsin State Plane Coordinate Grid System, South Zone. The South line of the SE 1/4 of Sec. 5-9-20 has a grid bearing of S 89°48'34" E.



Wetland Line Table		
LINE	BEARING	DISTANCE
W1	S 89°48'34" E	233.43'
W2	N 03°23'32" W	9.67'
W3	N 82°31'28" E	11.70'
W4	N 23°07'58" E	15.28'
W5	N 15°00'35" E	14.15'
W6	N 36°31'55" W	30.87'
W7	N 53°22'28" W	15.88'
W8	N 84°06'58" W	24.26'
W9	N 62°30'54" W	23.61'
W10	N 54°48'04" W	18.99'
W11	N 11°57'26" W	18.06'
W12	N 13°29'18" W	21.97'
W13	N 44°52'23" W	18.30'
W14	N 22°30'08" W	49.72'
W15	N 37°59'20" W	19.88'
W16	N 73°39'06" W	48.08'
W17	S 78°16'35" W	21.13'
W18	S 75°48'59" W	28.56'
W19	S 86°10'01" W	16.30'
W20	S 00°22'58" E	211.47'
W21	S 89°48'34" E	238.78'
W22	N 30°46'29" E	23.80'
W23	N 60°18'05" E	17.19'
W24	N 07°04'51" W	15.75'
W25	N 14°13'43" W	18.62'
W26	N 44°24'20" W	20.77'
W27	N 58°38'08" W	26.95'
W28	N 77°22'38" W	57.60'
W29	N 85°08'11" W	58.92'
W30	N 74°51'33" W	19.97'
W31	N 59°14'26" W	23.69'
W32	N 56°18'29" W	17.20'
W33	N 07°25'11" E	23.08'
W34	N 20°07'10" E	19.02'
W35	N 31°25'28" E	22.57'
W36	N 50°26'24" E	31.69'
W37	N 60°44'21" E	30.03'
W38	N 69°44'02" E	30.64'
W39	N 75°32'19" E	34.43'
W40	N 78°38'20" E	33.50'
W41	N 70°34'24" E	32.12'
W42	N 81°28'00" E	27.91'

W43	N 86°39'39" E	23.36'
W44	S 61°32'20" E	10.30'
W45	S 29°15'07" E	24.25'
W46	S 16°24'58" E	26.27'
W47	S 51°22'33" E	21.24'
W48	S 64°10'12" E	20.59'
W49	S 16°30'53" E	41.46'
W50	S 85°27'05" E	7.68'
W51	N 28°54'26" E	12.63'
W52	N 03°09'47" E	18.03'
W53	N 32°36'45" E	13.77'
W54	N 05°08'36" W	59.14'
W55	N 29°35'35" E	23.06'
W56	N 12°21'05" W	22.93'
W57	N 10°35'08" W	29.70'
W58	N 02°50'33" E	59.78'
W59	N 34°30'15" E	24.21'
W60	N 44°14'13" E	29.27'
W61	N 37°29'24" E	53.42'
W62	N 44°36'04" E	33.42'
W63	N 51°40'22" E	62.80'
W64	N 57°09'32" E	27.55'
W65	N 64°52'08" E	28.68'
W66	N 75°11'53" E	31.29'
W67	N 79°42'37" E	26.37'
W68	N 77°11'07" E	40.53'
W69	N 68°23'53" E	25.61'
W70	S 73°06'11" E	22.80'
W71	S 46°59'11" E	29.46'
W72	S 00°27'52" E	569.18'

east line of the W 1/2

S 00°27'52" E 2633.74'

unplatted lands
Village of Germantown

east line of the W 1/2 of the SE 1/4

Lot 1
CSM No. 2846

Southeast corner
Sec. 5-9-20
conc.mon./brass cap
found

Curve Data					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C-1	88.03'	569.97'	8°50'57"	87.94'	N 40°37'39" W
C-2	145.61'	635.97'	13°07'07"	145.30'	N 38°29'34" W

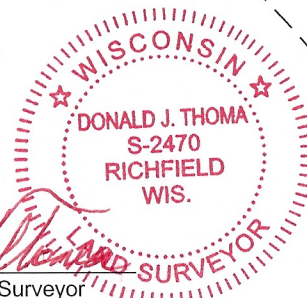


Exhibit 1. Topographic Map
Riteway Bus Service Inc. Property
SE Quarter, Section 5, T9N-R20E
Village of Germantown, Washington County

Exhibit 1. Topographic Map
Riteway Bus Service Inc. Property
SE Quarter, Section 5, T9N-R20E
Village of Germantown, Washington County

Wetland Boundaries
Staked by SEWRPC
on 4/27/2022

Unnamed Tributary to

Wetland Boundary Staked by SEWRPC on 4/27/2022

Legend

Approx. Wetland

 Project Area

 Surface Water

Flow Direction

A horizontal number line is shown with tick marks at 0, 100, and 200. The word "Feet" is written below the line. A white rectangular segment is highlighted between the 50 and 100 marks.

Source: SEWRPC

Contour Interval: 1 foot
Date of Contour Lines: 2015
NAVD 88

Source: SEWRPC
Date of Photography: 2020
CA# 606-247

Neumann Development agent for Wrenwood North LLC – Located south of Freistadt Road and West of Pleasant View Road The request is for approval of a Final Subdivision Plat and monument signage for Phase 1 in the Wrenwood North Subdivision. Associate Planner Zandt summarized the proposal.

MOTION Baum second Shadid to Approve the Wrenwood North Final Subdivision Plat (Phase 1) as proposed subject to the following conditions:

- 1. The Development Agreement for Wrenwood North shall be approved by the Village prior to review And approval of the final plat by the Village Board.***
- 2. The Developer shall ensure the following items are addressed/completed to the satisfaction of the Public Works Department prior to the acceptance of all public improvements:***
 - a. Complete and submit “as-built” data for the stormwater pond recertification***
 - b. Complete clean-up/restoration of all road ditches and drainage easements***
 - c. Complete final asphalt lift and road shouldering (as provided in the Developer’s Agreement)***
 - d. Complete all public water & sanitary sewer station improvements***
 - e. Complete all common area street tree and landscaping improvements***
- 3. All technical issues and corrections identified by the Village Surveyor (see July 22, 2022 memo) shall be addressed and reflected in the revised plat submitted and approved by Village Staff prior to the recording of the final plat.***
- 4. The Developer shall submit the proposed subdivision deed restrictions and covenants to the Village Attorney for review and approval prior to Village Board approval of the final plat.***
- 5. The issue raised by the WI Department of Administration (DOA) shall be corrected on a revised plat prior to recording.***
- 6. The following corrections shall be made and included in a revised plat prior to recording:***
 - a. Lot 18 extends approximately 10’ over/into a 50’ wide pipeline easement located adjacent to the 100’ railroad right-of-way. No reason is given for why it is proposed to plat a portion of this lot into the pipeline easement (shown on the preliminary plat as being part of Outlot 1). In staff’s opinion, a portion of Lot 18 in the pipeline easement only creates an unnecessary complication for the lot owner who would need to obtain permission for any development or other activity in that area. Since removing this 10’ wide area from the pipeline easement would not reduce the lot size below the minimum 15,000 sqft requirement, staff recommends reducing the size/shape of Lot 18, so it does not encroach into the 50’ pipeline easement.***
 - b. The preliminary plat requires a 25’ wide landscape easement along Freistadt Road across Lot Nos. 1 & 37. The final plat indicates an***

easement of only 20 feet. The easement area is intended for the planting of landscaping as part of the overall common area landscape plan.

- 7. The common area and street tree landscaping plan shall be submitted for review and approval by the Village Forester and prior to recording the final plat.***
- 8. Electrical permits shall be required from Inspection Services prior to the installation of any new electrical components for the monument signs.***
- 9. The monument sign lighting needs to be shielded with landscaping, side shields or other measures to ensure no glare is visible from Freistadt Road.***

Commissioner Williams questioned the number of open items related to the plat and asked what the benefit was to approving the plat now or waiting for the developer to complete the open items. Associate Planner Zandt said staff also had concerns with the open items, but the Village Attorney recommended the plat move forward because the items can be conditionally approved by the Village. The plat cannot be recorded until all the items have been completed. She said the developer is working through the process of getting the developers agreement approved. Commissioner Laszewski asked if approval of a developer agreement was normally something in place before dirt starts moving around and what happens if there is a dispute. Associate Planner Zandt said it was her understanding they relied on the existing developers agreement from the south and are working through the process of getting the developers agreement approved as soon as possible.

Kevin Anderson, Neumann Development, confirmed they are working with Director Ratayczak and that the development agreement is on the Public Works agenda Wednesday and Village Board agenda Monday. He said when the final plat is approved there are soe items to complete, signatures and recordable copies from the State. Everything would be taken care of before it is recorded. He commented on the conditions:

- #2(a): Staff recommendation is correct but staff report is inconsistent.
- #4: The declaration has been submitted to the Village Attorney.
- #5: The dedicated ROW– is an undivided outlot that will be dedicated to the Village for a future road. It will not be included on any lots. Neumann is not in control of that right-of-way there is nothing they can fix. They propose to leave it and will landscape it or leave it as a landscape easement.
- #6: The will remove the 10-foot overlap easement from Lot 18 and will make the correction in item b.
- #7: The landscape plan was included in the PDD when it was approved for Wrenwood South and after homes were built the street trees were planted. Request this should not be a condition of final plat but for final acceptance.

Commissioner Williams commented on the 16.5 foot right-of-way and indicated there was discussion that there needed to be an agreement entered into with the adjacent property owner completed prior to approval of the final plat, but that is not one of the conditions listed. Chairman Wolter said there was a property owner that came forward and stressed a need to have that in place because there was a need for a fence line. Mr. Anderson said they tried to

speak to the property owner and have agreed to do a minor berm and some landscaping but ultimately it is a right-of-way and their lots would stop 16.5 from her property line. When the plat for phase two comes forward that 16.5 feet will be dedicated to the Village of Germantown unless something changes. Chairman Wolter explained all of the conditions need to be met before the final plat can be recorded. Mr. Anderson said there is not an agreement to be had with the property owner because it is a right-of-way that will be dedicated to the Village. As a developer he has to give the land to the Village.

MOTION to Amend Baum second Shadid to revise Condition #7 from “prior to recording the final plat” to “prior to the acceptance of the improvements”.

MOTION to Amend carried unanimously.

Discussion followed on the 16.5 foot right-of-way. Associate Planner Zandt explained the right-of-way land was not added as condition of approval because it is land to be dedicated to the Village. She said there is time to figure that issue out as this plat is for development of the west 46 lots and we will make sure it is figured out prior to the final plat for the eastern portion.

MOTION carried unanimously.

MOTION Baum second Tarantino to Approve the signage as presented.

MOTION carried unanimously.

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: August 15, 2022

AGENDA ITEM: New Business [SUBDIVISION PLAT]

ITEM TITLE: Neumann Developments Inc., Agent for Wrenwood North LLC, Property Owner of 62.8-acres south of Freistadt Road west of Pleasant View Drive; Final Subdivision Plat for Wrenwood North (Phase 1) a 46-Lot Residential Subdivision

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

SUMMARY EXPLANATION:

Neumann Developments Inc. is requesting approval of a final subdivision plat for Phase 1 (46 out of 95 total single-family lots) in the Wrenwood North development. The preliminary plat for Wrenwood was approved in 2019 with all conditions of preliminary plat approval having either been satisfied or included in the Wrenwood North Development Agreement (also subject to approval by the Village Board on tonight's agenda).

With that said, to be eligible for approval by the Village, Wis. Stats. 236.11(1)(b) requires the final plat to "substantially conform" to the approved preliminary plat. The Plan Commission and Staff have determined that this requirement will be met provided the developer satisfies the additional conditions of approval recommended herein by the Plan Commission.

At this time, almost all the water, sanitary sewer, street, and storm water improvements have been completed. The sanitary sewer has not been tested/inspected. As-built drawings have not yet been completed nor submitted for Village acceptance. Ordinarily, the Village will not accept a subdivision final plat for approval until all improvements are complete, inspected and deemed to be acceptable to Village staff. In this case, the Developer submitted the final plat in June, well in advance of the improvements being completed. Unfortunately, by statute, if the Village fails to act within 60 days after submittal (to approve or reject the final plat) it is automatically deemed approved unless there is mutual agreement to extend the 60 day timeframe. In this case, Neumann agreed to extend the deadline but only to August 15; based on the presumption that all the improvements would be complete and accepted by August 15 (or soon thereafter), or, that the Village would grant conditional approval.

Despite expressing concerns that final plat approval is premature, the Plan Commission did adopt a recommendation to approve the final plat for Wrenwood North subject to nine (9) conditions (see below). Doing so enable the Village Board to act on the final and include the Plan Commission's recommended conditions (and any others the VB deems necessary). However, if the VB decides it is premature to approve the final plat it can (1) ask Neumann to extend the deadline from August 15 to a mutually acceptable date, or, reject the final plat.

In addition to their recommended conditions, the PC discussed an unresolved issue concerning an existing 16.5' wide right-of-way that extends north-south along the east property line of Outlot 4 (abutting the Susan Bernhard property to the east). This issue was raised years ago, discussed with the Bernhard's, but with no resolution. According to the

Village Attorney, the 16.5' ROW remains a dedicated ROW that presumably the Village has authority over. The Bernhards argue the ROW is/was intended to provide access to a 20-acre parcel they own. The ROW has gone unused for years and is overgrown with dense trees and brush. Since the street layout for Wrenwood North was designed to provide public street access to the 20-acre Bernhard parcel once Phase 2 is completed, one can argue that access via the 16.5' ROW is no longer necessary. At this time, Neumann has proposed two alternative solutions:

"Our [Neumann's] plan is to either: 1) dedicate this 16.5' to the Village at the time of plat recording for Phase 2 or 2) the Village can work thru a Discontinuance process to release the ROW from the public domain. In the case 1); the area would be Village ROW and could be used for any purpose. In the case 2); Neumann would make this a landscape easement area and we would construct a small berm and plant some trees and vegetation."

Because access to the Bernhards' 20-acre parcel will be provided by another public street, the 2nd alternative, i.e. Village vacates the 16.5' ROW and Neumann installs berms and landscaping, appears the most desirable alternative given that it releases the Village from maintenance responsibility, results in a more substantial buffer between the subdivision and the Bernhards' farm, and avoids creation of a 16.5' wide "no man's land" between the subdivision lots and the Bernhards' property. This issue does not need to be resolved to approve this Phase 1 final plat but should be resolved soon before the Phase 2 area (outlot 4) is proposed for development.

Finally, there remains an issue with a storm water basin over-flowing onto an abutting property as a result of a recent and unprecedented rain event. Neumann is working with the owner, Rick Miller, to resolve the issue.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the Wrenwood North final subdivision plat for Phase 1 as proposed subject to nine (9) conditions:

1. The Development Agreement for Wrenwood North shall be approved by the Village prior to review and approval of the final plat by the Village Board.
2. The Developer shall ensure the following items are addressed/completed to the satisfaction of the Public Works Department prior to the acceptance of all public improvements:
 - a. Complete and submit "as-built" data for the stormwater pond recertification
 - b. Complete clean-up/restoration of all road ditches and drainage easements
 - c. Complete final asphalt lift and road shouldering (as provided in the Developer's Agreement)
 - d. Complete all public water & sanitary sewer station improvements
 - e. Complete all common area street tree and landscaping improvements

3. All technical issues and corrections identified by the Village Surveyor (see July 22, 2022 memo) shall be addressed and reflected in the revised plat submitted and approved by Village Staff prior to the recording of the final plat.
4. The Developer shall submit the proposed subdivision deed restrictions and covenants to the Village Attorney for review and approval prior to Village Board approval of the final plat.
5. The issue raised by the WI Department of Administration (DOA) shall be corrected on a revised plat prior to recording.
6. The following corrections shall be made and included in a revised plat prior to recording:
 - a. Lot 18 extends approximately 10' over/into a 50' wide pipeline easement located adjacent to the 100' railroad right-of-way. No reason is given for why it is proposed to plat a portion of this lot into the pipeline easement (shown on the preliminary plat as being part of Outlot 1). In staff's opinion, a portion of Lot 18 in the pipeline easement only creates an unnecessary complication for the lot owner who would need to obtain permission for any development or other activity in that area. Since removing this 10' wide area from the pipeline easement would not reduce the lot size below the minimum 15,000 sqft requirement, staff recommends reducing the size/shape of Lot 18, so it does not encroach into the 50' pipeline easement.
 - b. The preliminary plat requires a 25' wide landscape easement along Freistadt Road across Lot Nos. 1 & 37. The final plat indicates an easement of only 20 feet. The easement area is intended for the planting of landscaping as part of the overall common area landscape plan.
7. The common area and street tree landscaping plan shall be submitted for review and approval by the Village Forester and prior to the acceptance of the improvements recording the final plat.
8. Electrical permits shall be required from Inspection Services prior to the installation of any new electrical components for the monument signs.
9. The monument sign lighting needs to be shielded with landscaping, side shields or other measures to ensure no glare is visible from Freistadt Road.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

FINAL SUBDIVISION PLAT & SIGN PERMIT REVIEW

8/8/22 Plan Commission Meeting

Neumann Developments Inc. / Wrenwood North LLC

Village Staff Report

Germantown, Wisconsin

Summary

Neumann Developments, agent for Wrenwood North LLC, property owner, is requesting approval of a Final Subdivision Plat and monument signage for Phase 1 (46 out of 95 total single-family lots) in the Wrenwood North Subdivision located south of Freistadt Road and west of Pleasant View Drive.

Location: South of Freistadt Road west of Pleasant View Drive

Applicant/

Property Owner: Neumann Developments Wrenwood North LLC
N27W24025 Paul Ct, Ste 100 N27W24025 Paul Ct, Ste100
Pewaukee, WI 53072 Pewaukee, WI 53072

Current Zoning: Wrenwood Planned Development District (Rs-5 PDD)

Adjacent Land Uses		Zoning
North	Agricultural/Residential	A-2 / Rs-1
South	Residential	Rs-5/PDD
East	Agricultural	A-1
West	Agricultural/Residential	A-2/Rs-5



Background/Proposal

Neumann Developments, agent for Wrenwood North LLC, property owner, is requesting approval of a Final Subdivision Plat for Phase 1 (46 out of 95 total single-family lots) in the Wrenwood North Subdivision located south of Freistadt Road and west of Pleasant View Drive.

The overall preliminary subdivision plat for both the Wrenwood South and Wrenwood North residential development was approved by the Village Board on August 6, 2018.

As summarized in Table 1, both Wrenwood North and South has the following overall characteristics:

TABLE 1.
Wrenwood Preliminary Plat Summary

Gross Area (Ac)	145.36
Wetland Area (Ac)	20.69
Right-of-Way (Ac)	18.04
Net Density Area (Total Ac)	106.63
Net Density Area (SF Ac)	92.77
Net Density Area (MF Ac)	13.86
# Single-Family Lots/DU's	142
# Multi-Family Lots/DU's	60
SF Net Density (SF DU/Acre)	1.53
MF Net Density (MF DU/Acre)	4.33
Open Space (Outlot Total Ac)	59.88
SF Avg Lot Size (ac)	17,779 sqft
SF Lot Size Range (Ac)	15,005 to 26,507 sqft

This development has been completed in phases. Wrenwood South is nearly complete and includes 47 single-family lots and 44 condominium-style duplex and 4-plex units located in the southern half of the overall development with access to Country Aire Drive. The developer is now requesting final plat approval for the first phase of the Wrenwood North, comprised of a total of 95 single-family lots located in the northern area of the development with access to Freistadt Road.

Two (2) permanent monument signs are proposed along Freistadt Road and will be in the southeast corner of the Freistadt Road @ Mistletoe Road intersection, and, in the southwest corner of the Freistadt Road @ east access road (street name yet to be determined).

Ground Signs (both proposed signs are the same)

- 8' x 3' (approximately 24 square feet) single-sided engraved with stainless center insert on a masonry base with Fond du Lac Rustic Veneer and limestone caps. The signs will be externally illuminated with ground-mounted flood lighting.

Staff Comments**Planning & Zoning**

To be eligible for approval by the Village, Wis. Stats. 236.11(1)(b) requires a final plat to “substantially conform” to the approved preliminary plat. Village Staff believes that the submitted final subdivision plat substantially conforms to the approved preliminary plat except for the following items:

1. Lot 18 extends approximately 10’ over/into a 50’ wide pipeline easement located adjacent to the 100’ railroad right-of-way. No reason is given for why it is proposed to plat a portion of this lot into the pipeline easement (shown on the preliminary plat as being part of Outlot 1). In staff’s opinion, a portion of Lot 18 in the pipeline easement only creates an unnecessary complication for the lot owner who would need to obtain permission for any development or other activity in that area. Since removing this 10’ wide area from the pipeline easement would not reduce the lot size below the minimum 15,000 sqft requirement, staff recommends reducing the size/shape of Lot 18, so it does not encroach into the 50’ pipeline easement.
2. The preliminary plat requires a 25’ wide landscape easement along Freistadt Road across Lot Nos. 1 & 37. The final plat indicates an easement of only 20 feet. The easement area is intended for the planting of landscaping as part of the overall common area landscape plan.

At the time of this report, the Village and Developer have not yet entered into a Development Agreement for Wrenwood North. The Development agreement for Wrenwood South that was recorded in August 2020 has been used to date to guide construction. A new agreement specific to Wrenwood North is expected to be approved at the August 15 Village Board meeting. One development agreement requirement that has not yet been completed is approval of the overall landscape plan for the common areas and required street trees. The landscape plan included in the final plat and monument sign applications (copy attached) is pending review by the Village Forester.

In accordance with the Village's Subdivision Code, the Plan Commission is responsible for reviewing the final plat and forwarding a recommendation to the Village Board along with comments received from the official "objecting agencies". A letter of “no objection” has been received from Washington County (copy attached).

A letter dated May 17, 2022 was received from the plat Review Division of the WI Department of Administration (copy attached). DOA is requiring that the length of the 16.5’ wide right-of-way along the east property line of Outlot 4 be clarified on the plat. While a minor technical requirement, it does bring attention to an issue that was raised way back when the development was first proposed. There is a 16.5’ wide dedicated right-of-way along the east property line in Wrenwood North that the adjacent property owner, Susan Bernhard, has maintained is for their benefit (although as dedicated it would be owned by the Village). While discussed with the developer, no resolution to how this 16.5’ right-of-way will be dealt with has been reached between the developer, Village, and adjacent property owner. This matter will need to be resolved prior to approval of the final plat or any further land division of Outlot 4.

The Declaration of Covenants, Conditions and Restrictions of Wrenwood North Subdivision has been submitted and is attached for review. Terms for the maintenance of common areas are included in this document. Final approval by the Village Attorney

is required.

Public improvements, including roads, water & sanitary sewer, storm water facilities, etc., for Phase 1 have been or are nearly complete. One issue with the storm basin in Outlot 1 that resulted in minor flooding of an adjacent property has been identified and a plan for making the necessary corrective action(s) is being prepared by the developer.

The proposed monument signs meet the Village's sign requirements for a permanent real estate sign. The signs are proposed to be setback 5' from the right-of-way line. Responsibility of sign maintenance by the Homeowner's Association is specified in the Declaration of Covenants, Conditions and Restrictions of the Wrenwood North Subdivision.

Electrical permits will be required from Inspection Services prior to the installation of new electrical components.

Public Works/Engineering

The developer is preparing "as-built" record drawings of the storm water management facilities and other public improvements for the Public Works Department. These are required by the Development Agreement to be approved prior to recording of the final plat.

Village Surveyor

The Village's consulting Surveyor reviewed the proposed Final Plat and provided comments in a memorandum dated 7/22/2022. These items have been added as a condition of approval for the final plat.

Village Staff Recommendation

APPROVE the Wrenwood North Final Subdivision Plat (Phase 1) as proposed subject to the following conditions:

1. The Development Agreement for Wrenwood North shall be approved by the Village prior to review And approval of the final plat by the Village Board.
2. The Developer shall ensure the following items are addressed/completed to the satisfaction of the Public Works Department prior to the acceptance of all public improvements:
 - a. Complete and submit "as-built" data for the stormwater pond recertification
 - b. Complete clean-up/restoration of all road ditches and drainage easements
 - c. Complete final asphalt lift and road shouldering (as provided in the Developer's Agreement)
 - d. Complete all public water & sanitary sewer station improvements
 - e. Complete all common area street tree and landscaping improvements
3. All technical issues and corrections identified by the Village Surveyor (see July 22, 2022 memo) shall be addressed and reflected in the revised plat submitted and approved by Village Staff prior to the recording of the final plat.
4. The Developer shall submit the proposed subdivision deed restrictions and covenants to the Village Attorney for review and approval prior to Village Board

approval of the final plat.

5. The issue raised by the WI Department of Administration (DOA) shall be corrected on a revised plat prior to recording.
6. The following corrections shall be made and included in a revised plat prior to recording:
 - a. Lot 18 extends approximately 10' over/into a 50' wide pipeline easement located adjacent to the 100' railroad right-of-way. No reason is given for why it is proposed to plat a portion of this lot into the pipeline easement (shown on the preliminary plat as being part of Outlot 1). In staff's opinion, a portion of Lot 18 in the pipeline easement only creates an unnecessary complication for the lot owner who would need to obtain permission for any development or other activity in that area. Since removing this 10' wide area from the pipeline easement would not reduce the lot size below the minimum 15,000 sqft requirement, staff recommends reducing the size/shape of Lot 18, so it does not encroach into the 50' pipeline easement.
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7. The common area and street tree landscaping plan shall be submitted for review and approval by the Village Forester and prior to recording the final plat.
8. Electrical permits shall be required from Inspection Services prior to the installation of any new electrical components for the monument signs.
9. The monument sign lighting needs to be shielded with landscaping, side shields or other measures to ensure no glare is visible from Freistadt Road.



Village of

Germantown
Willkommen

**Fee must accompany application
Preliminary & Final Plat Fees Combined**

Under 10 lots \$4,575

11-25 lots \$5,600

26-50 lots \$6,625

Over 51 lots \$7,650

PAID June 2, 2022

☐
☒
☐

SUBDIVISION PLAT APPLICATION

Pursuant to Section 18.04 and 18.05 of the Municipal Code

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

1

APPLICANT OR AGENT

Neumann Developments

N27 W24025 Paul Court, #100

Pewaukee, WI 53072

Phone (262) 542-9200

Fax ()

E-Mail kevin@neumanncompanies.com

PROPERTY OWNER

Wrenwood North, LLC

N27 W24025 Paul Court, #100

Pewaukee, WI 53072

Phone (262) 542-9200

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER(S)

South of Freistadt Road, west of Pleasant View Drive

GTNV 234-987 & 232-987

3

READ AND INITIAL THE FOLLOWING:

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

KA If technical corrections to the Plat are required, I understand that the document will not be recorded until all corrections are made and approved by the Village.

KA I understand that all applicable impact fees must be paid prior to recording. Failure to pay fees will delay recording and may ultimately result in the revocation of Village approval. I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

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

KA I understand that a Developer's Agreement will be required prior to recording of the plat.

4

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!


Applicant Date


Owner Date



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

collaborāte / formulāte / innovāte

July 22, 2022

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

SUBJECT: Wrenwood North

Final Subdivision Plat

Applicant or Owner: Wrenwood North, LLC

Land Surveyor/Firm: Grady L. Gosser / Trio

1. All sheets of the plat must be signed, dated, and sealed by a Professional Land Surveyor who prepared or directed the preparation of the plat.
2. Label the radius of the cul-de-sac on the sheet 3 of 6.
3. Confirm that all wetland mapping was located by a Professional Land Surveyor.
4. The Owner's Certificate should include the following statement.

"As Owners, we hereby dedicate that part of (street names) to the Village of Germantown for public road purposes as represented on Sheet _of_ of this Plat."

5. Label Outlot 1 below cul-de-sac on sheet 3 of 6.
6. Define PEC in general notes.

No further review comments.

Document Approval and Recording

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

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

Document Submittals and Data Conversion

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

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

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

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

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

Sincerely,



Burt J. Naumann, PLS
Senior Vice President



Natural Resources Department

Jamie Ludovic, Chief Community

Development Officer

Paul Sebo, Conservation & Zoning Manager

Public Agency Center
333 E. Washington Street, Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003
(262) 335-4445
Fax: (262) 335-6868
landres@washcowisconsin.gov
www.washcowisconsin.gov

NOTIFICATION OF ACTION ON PROPOSED SUBDIVISION PLAT WASHINGTON COUNTY LAND USE & PLANNING COMMITTEE MEETING

Date: 05/20/22

Interested Parties:

This letter is to inform you that the Washington County Land Use & Planning Committee have considered the following subdivision plat pursuant to Wisconsin Statutes and applicable local Ordinances:

Date of Meeting: **05/19/22**

Subdivision Name: **WRENWOOD NORTH**

// Pre-Preliminary Plat // Preliminary Plat /X / Final Plat

Location: Part of the NE ¼ and SE ¼ of the NW ¼ and the SW ¼ of the NE ¼ OF SECTION, 23
Municipality: VILLAGE OF GERMANTOWN
Subdivider: WRENWOOD NORTH LLC
Surveyor: GRADY GOSSER, TRIO ENGINEERING

Action taken: Land Use & Planning Committee indicated no objection to the **Wrenwood North Subdivision Final Plat** dated **04/13/22** as presented.

If you have any questions regarding this subdivision plat, please do not hesitate to contact me.

Sincerely,

Jamie Ludovic,
Chief Community Development Officer

CC: Wisconsin Department of Administration
Municipal Clerk
Subdivider
Surveyor

Plat Review Comments

Department of Administration

Plat Review – DOA

PO Box 1645, Madison WI 53701

plat.review@wi.gov

<https://doa.wi.gov/platreview>

608-266-3200

Date: May 17, 2022

From: Sime, Don R - DOA

To: Grady Gosser, TRIO ENGINEERING, LLC

4100 N CALHOUN RD STE 300, BROOKFIELD WI 53005-2000, 262/790-1480, ggosser@trioeng.com

Subject: WRENWOOD NORTH, File No **121349**

We have reviewed your plat and the changes listed below must be made. If you have questions, please contact us at the number listed above. Please refer to file number **121349**. Thank you!

Please confirm that you have received our review comments and let us know how you'd like to proceed:

___ I will email a revised PDF drawing (not scanned) and request a review time extension of ___ days upon receipt by DOA. *(Please include review form and a check made out to Department of Administration for the \$120 Revised Plat review fee plus \$30 for each parcel you reconfigure by adding/removing lots/outlots or moving streets.)*

Form: <https://doa.wi.gov/DIR/WIPlatReviewForm.docx>

___ I am withdrawing the plat from the review process and may resubmit the plat after state and local review comments are resolved. *(When resubmitting plat include review form, \$120 Resubmitted Plat review fee and \$40/sheet for postage & reprographics plus \$30 for each parcel you reconfigure by adding/removing lots/outlots or moving streets.)*

Form: <https://doa.wi.gov/DIR/WIPlatReviewForm.docx>

*** Email plat PDF (not scanned), minimum paper size 22"x30" (1 inch margins, 20"x28" drawing area).

Make sure each sheet has a space for the 2"x4" Department of Administration certification stamp.

COMMENTS:

s. 236.20 (2) (c) The length of the 16.5' right of way easement along the east line of Outlot 4 must be shown.

NOTES TO SURVEYOR:

-If there are no other changes to make to the plat we may be able to add the above that you provide prior to producing the recordable plat.

-To help us, and other review authorities, track revised drawings, **please include a revision date on each Sheet of your revised drawing.**

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
N7725 Hwy 28
Horicon, WI, 53032

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 1, 2022

Ryan Fritsch
N27 W24025 Paul Ct., Suite 100
Pewaukee, WI 53072

EXE-SE-2022-67-02533

RE: Nonfederal Wetland Exemption Determination for an area described as Wetland W-3 located in the Village of Germantown, Washington County

Dear Mr. or Ms. Fritsch:

This letter is in response to your request for a nonfederal wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Stat., a nonfederal wetland is a wetland that is not federally jurisdictional. Projects impacting nonfederal wetlands in rural areas must be less than 3 acres of total impact, and the project must be related to a structure such as a building, driveway, or road with an agricultural purpose (s. 281.36(4n)(c)3, Wis. Stat.). In addition, DNR must also consider whether the nonfederal wetland is a rare and high quality wetland as defined in s 281.36(4n)(a)3, Wis. Stat.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative including project scope and purpose
- Site location map and photographs that show different angles and views of the wetland
- Botanical survey results
- Wetland delineation information

Below is a summary of our findings:

Request Narrative

According to the request narrative the total wetland impacts will be 432 square feet. The purpose of this project is a residential development.

Site Location and Photographs

The site location confirms that the wetland is located in a urban area. Wetland photographs also show Wetland W-3 to be a small area of bare soil within a soybean field.

Botanical Survey

The botanical survey demonstrates that the wetland is not a rare and high quality wetland.

Wetland Delineation Information

The wetland delineation shows the wetland is largely bare soil, with a small amount of soybean present.

Stormwater Compliance Information

The documentation demonstrated that the project will be completed in compliance with applicable WPDES stormwater permits and stormwater ordinances adopted under s. 59.693, 60.627, 61.354, or 62.234, Wis. Stats.

Conclusion:

ELIGIBLE

Based upon the documentation provided above, the project meets the eligibility criteria pursuant to s. 281.36 (4n), State Stat.
You are able to proceed with this project. If you have any questions or would like to schedule a meeting to discuss this approval, please call me at (920) 296-6507 or email marty.dillenburg@wisconsin.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read "Marty Dillenburg", with a stylized, cursive script.

Marty Dillenburg
Water Management Specialist

Copy to: Joey Shoemaker, Chief, Wisconsin Branch-East, US Army Corps of Engineers
Chris Jors, Sr. Specialist-Biologist, SEWRPC
Jeff Retzlaff, Director of Community Development, Village of Germantown

Wetland W-3 was found to not be subject to state of Wisconsin wetland regulations



Notes
1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
2. Data Sources Include: State of Wisconsin, WisDOT, WNDP

- Legend**
- Approximate Project Boundary
 - 2ft Elevation Contour
 - Sample Point
 - Missed Flag
 - Tile Inlet Drain
 - Tile Outlet PVC
 - Possible Tile Outlet
 - Culvert
 - Field Delineated Waterway
 - Field Delineated Waterbody
 - Field Delineated Wetland

Figure No.
5

Title
Field Collected Data

Client/Project
Carly Land Corporation
Wrenwood Site
Wetland Delineation

Project Location
TWN, R20E, S23,
V. of Germantown,
Washington Co., WI

Prepared by JM on 2017-09-19
Technical Review by DG on 2017-09-19
Independent Review by EP on 2017-10-04

193705634

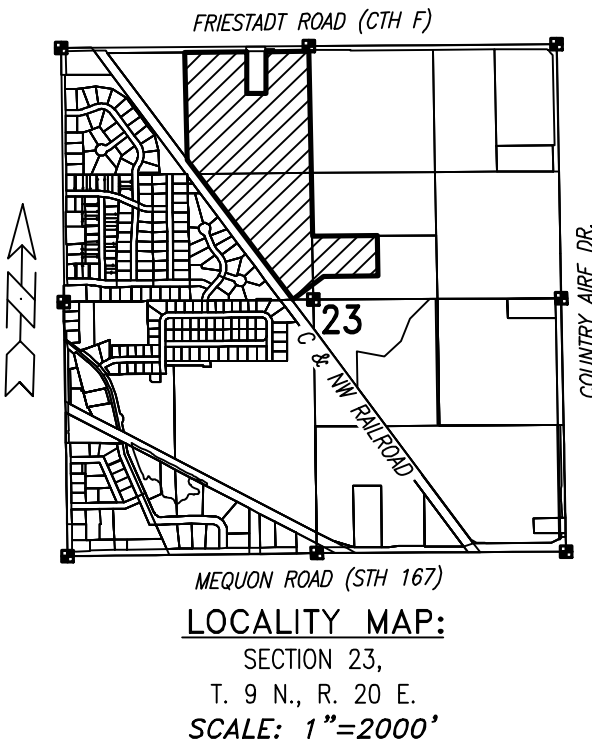
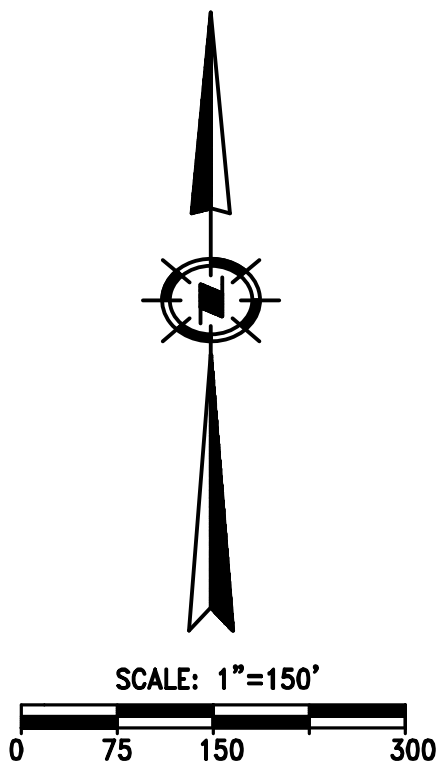
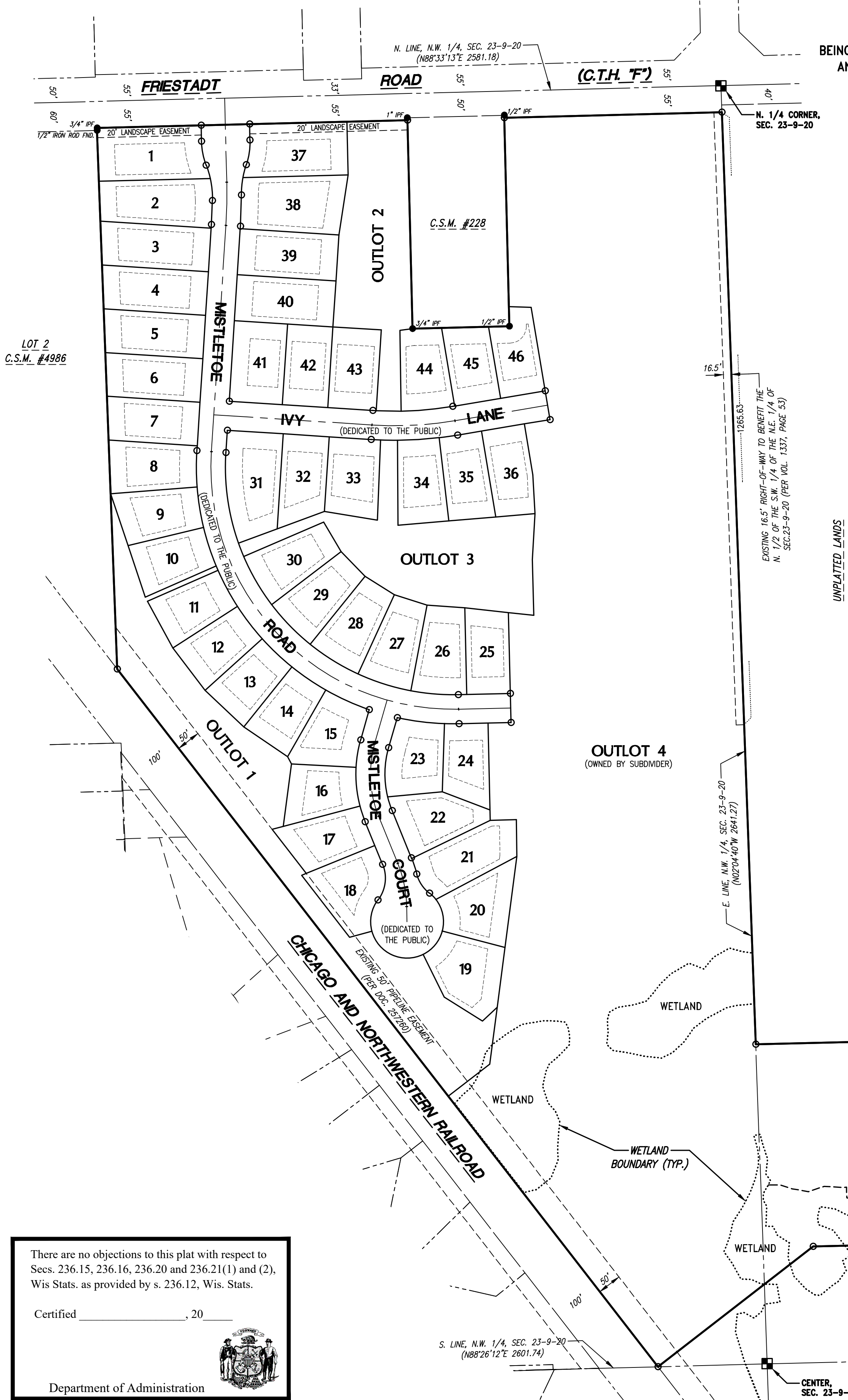
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N

WRENWOOD NORTH

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 6890, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

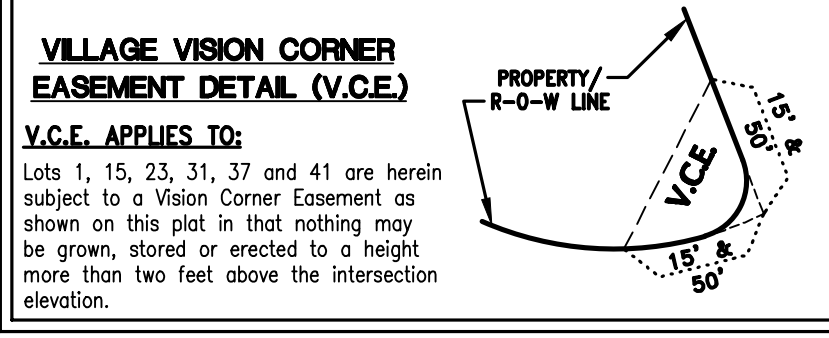
OVERALL DETAIL SHEET



OWNER:
WRENWOOD NORTH, LLC
N27W24025 PAUL COURT, STE. 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

BUILDING SETBACK SUMMARY	
DEVELOPMENT: RS-5 SINGLE FAMILY RESIDENTIAL DISTRICT w/PDD OVERLAY (LOTS 1-46)	
MIN. FRONT SETBACK:	35 FT.
MIN. REAR SETBACK:	35 FT.
MIN. SIDE SETBACK:	12 FT.

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



GENERAL NOTES:

- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- Indicates Found Monumentation (See Plat).
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the East line of the N.W. 1/4 of Section 23, Town 9 North, Range 20 East, bears North 02°04'40" West.
- The Easements for Sanitary Sewer, Watermain, Storm Sewer and Drainage are herein granted to the Village of Germantown.
- The Owners of the residential Lots 1 through 46 within the "Wrenwood North" Subdivision and any future additions to this subdivision, shall each own an equal undivided fractional interest in Outlots 1, 2 and 3 of this Subdivision. Washington County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Outlot 4 to be retained by the Owner for future development.
- All Wetland was delineated by STANTEC in 2017 and field located.
- Stormwater Management Facilities are located on Outlots 1, 2 and 3 of this Subdivision. The Owners of the residential Lots within this Subdivision and any future additions to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision and any future additions to this Subdivision.

REVISED THIS 23TH DAY OF MAY, 2022
DATED THIS 13TH DAY OF APRIL, 2022

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

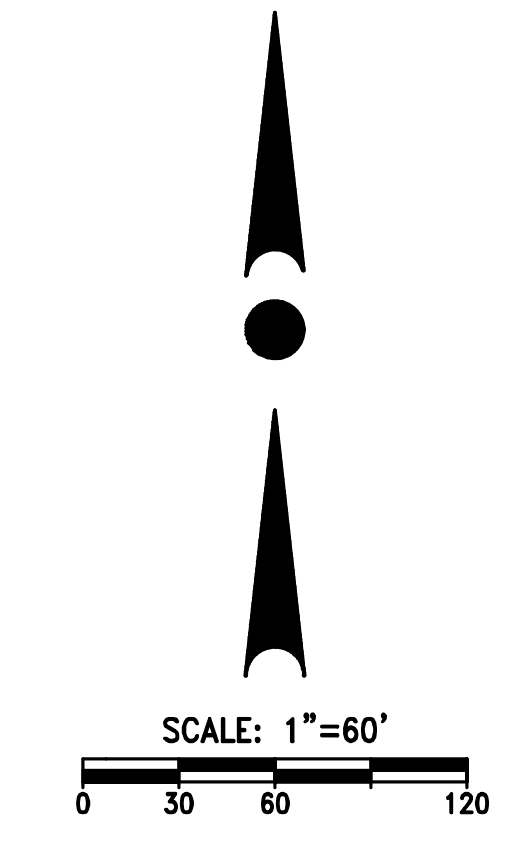
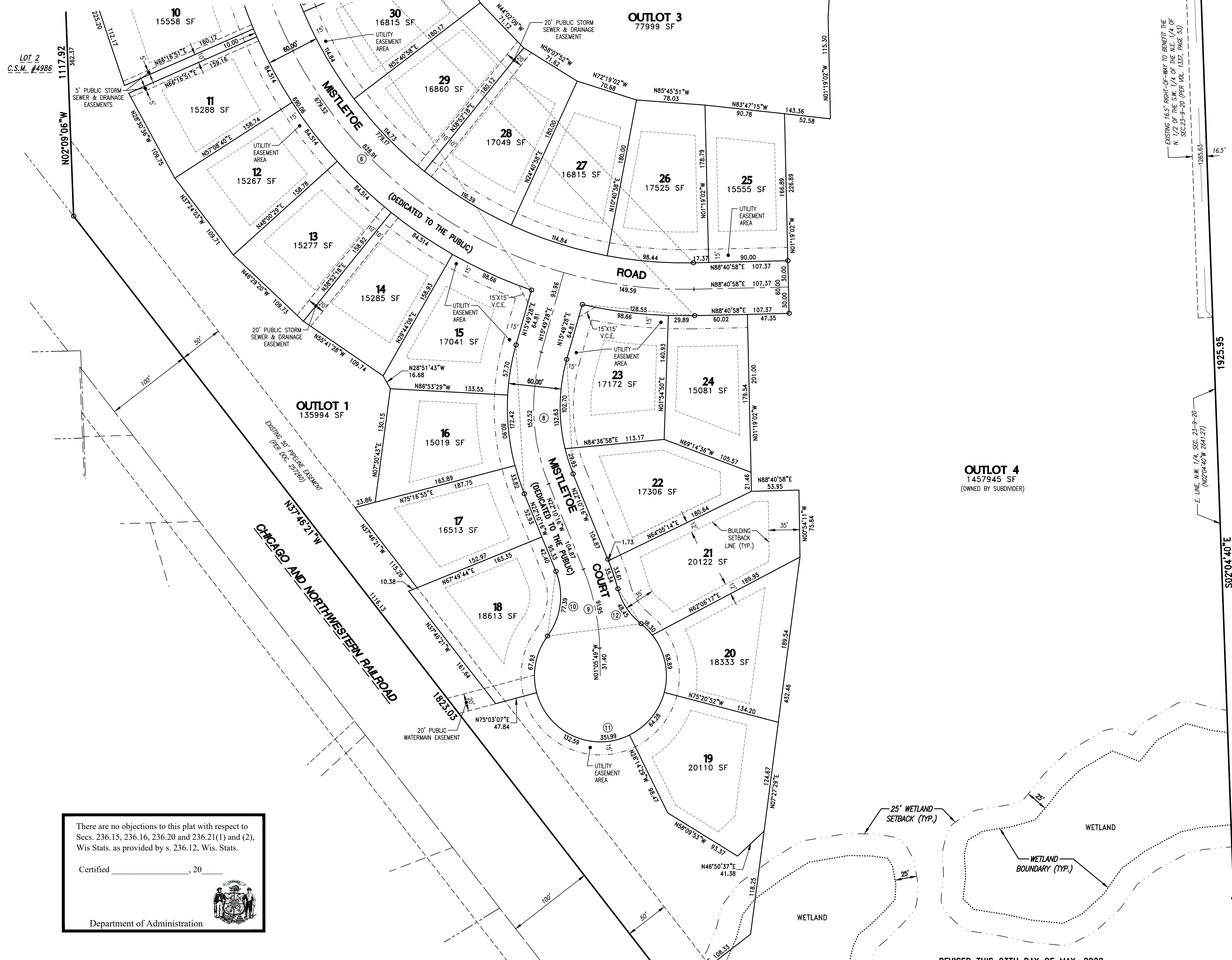
WRENWOOD NORTH

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 6890, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



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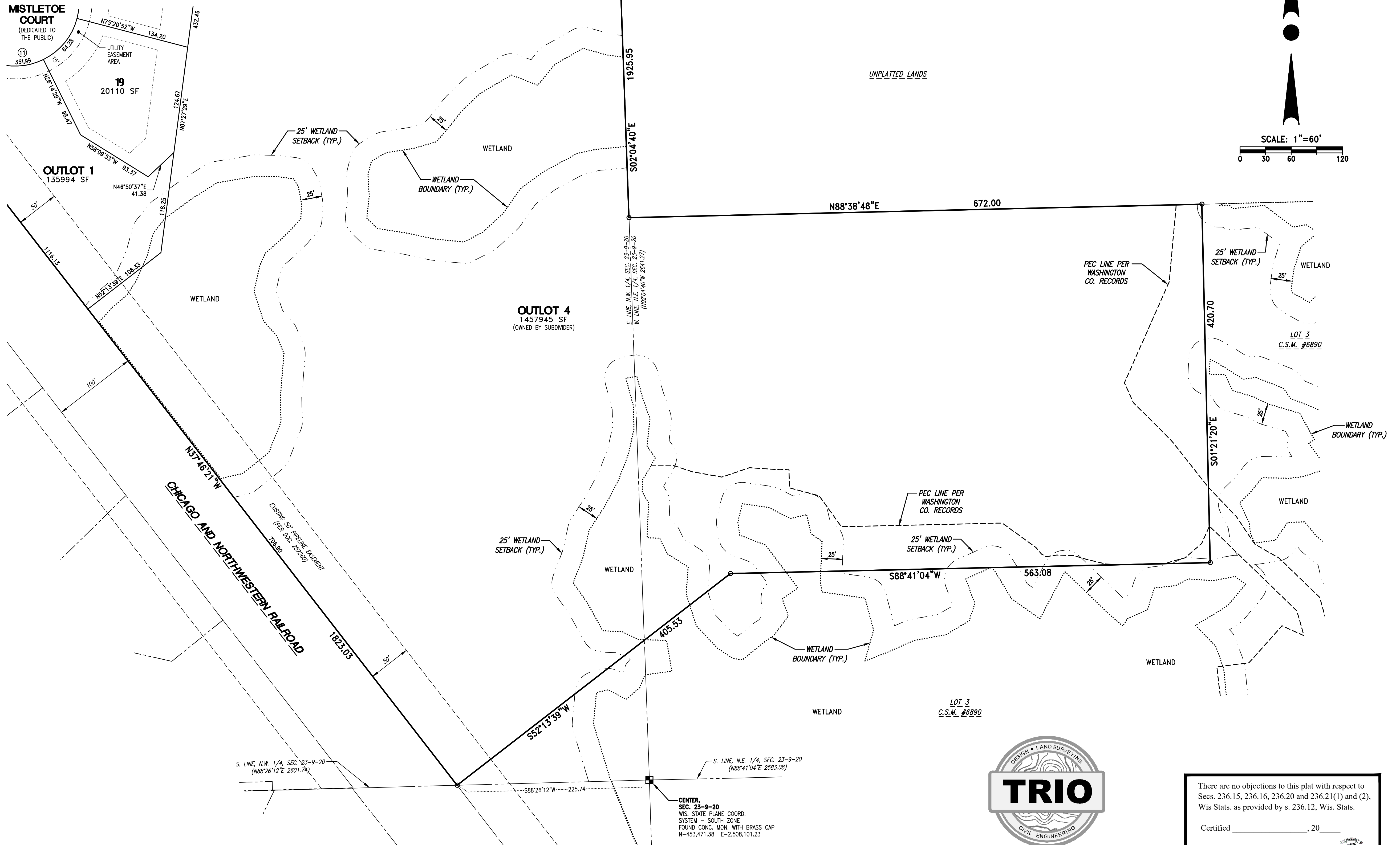
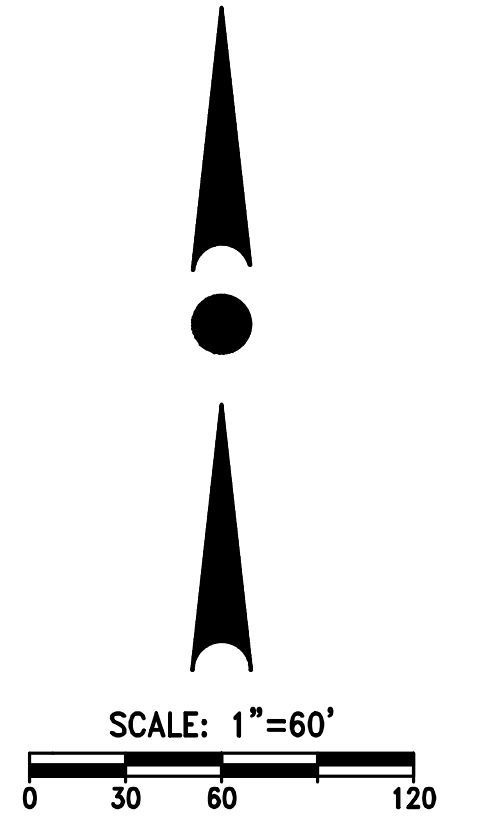
Department of Administration

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

REVISED THIS 23TH DAY OF MAY, 2022
DATED THIS 13TH DAY OF APRIL, 2022

WRENWOOD NORTH

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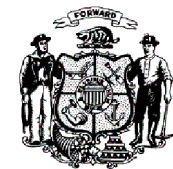


4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

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Certified _____, 20__

Department of Administration



WRENWOOD NORTH

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CURVE TABLE:

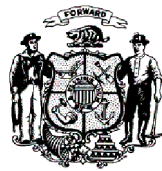
NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	1	150.00	19°11'07"	50.23	49.99	S11°02'20.5"E	S01°26'47"E	S20°37'54"E
2	37	150.00	19°40'08"	51.49	51.24	S08°23'17"W	S01°26'47"E	S18°13'21"W
3	TOTAL	200.00	21°22'26"	74.61	74.18	S09°56'41"E	S20°37'54"E	S00°44'32"W
	1	200.00	8°13'39"	28.72	28.69	S16°31'04.5"E	S20°37'54"E	S12°24'15"E
	2	200.00	13°08'47"	45.89	45.79	S05°49'51.5"E	S12°24'15"E	S00°44'32"W
4	TOTAL	200.00	18°10'09"	63.42	63.16	S09°08'16.5"W	S18°13'21"W	S00°03'12"W
	37	200.00	7°53'48"	27.56	27.54	S14°16'27"W	S18°13'21"W	S10°19'33"W
	38	200.00	10°16'21"	35.86	35.81	S05°11'22.5"W	S10°19'33"W	S00°03'12"W
5	C/L	1000.00	5°06'54"	89.28	89.25	S01°06'40"W	S01°26'47"E	S03°40'07"W
	EAST	1030.00	3°36'55"	64.99	64.98	S01°51'39.5"W	S00°03'12"W	S03°40'07"W
	WEST	970.00	2°55'35"	49.54	49.54	S02°12'19.5"W	S00°44'32"W	S03°40'07"W
6	C/L TOTAL	500.00	94°59'09"	828.91	737.19	S43°49'27.5"E	S03°40'07"W	N88°40'58"E
	C/L N.W.	500.00	77°50'39"	679.32	628.26	S35°15'12.5"E	S03°40'07"W	S74°10'32"E
	C/L S.E.	500.00	17°08'30"	149.59	149.03	S82°44'47"E	S74°10'32"E	N88°40'58"E
	NORTHEAST	470.00	94°59'09"	779.17	692.96	S43°49'27.5"E	S03°40'07"W	N88°40'58"E
	31	470.00	23°09'29"	189.97	188.68	S07°54'37.5"E	S03°40'07"W	S19°29'22"E
	OUTLOT 3	470.00	3°39'11"	29.96	29.96	S21°18'57.5"E	S19°29'22"E	S23°08'33"E
	30	470.00	14°00'00"	114.84	114.56	S30°08'33"E	S23°08'33"E	S37°08'33"E
	29	470.00	13°59'09"	114.73	114.44	S44°08'07.5"E	S37°08'33"E	S51°07'42"E
	28	470.00	14°11'20"	116.39	116.09	S58°13'22"E	S51°07'42"E	S65°19'02"E
	27	470.00	14°00'00"	114.84	114.56	S72°19'02"E	S65°19'02"E	S79°19'02"E
	26	470.00	12°00'00"	98.44	98.26	S85°19'02"E	S79°19'02"E	N88°40'58"E
	SOUTHWEST	530.00	74°35'57"	690.06	642.34	S33°37'51.5"E	S03°40'07"W	S70°55'50"E
	8	530.00	8°06'03"	74.93	74.87	S00°22'54.5"E	S03°40'07"W	S04°25'56"E
	9	530.00	9°08'11"	84.514	84.42	S09°00'01.5"E	S04°25'56"E	S13°34'07"E
	10	530.00	9°04'10"	83.90	83.81	S18°06'12"E	S13°34'07"E	S22°38'17"E
	OUTLOT 1	530.00	1°04'52"	10.00	10.00	S23°10'43"E	S22°38'17"E	S23°43'09"E
	11	530.00	9°08'11"	84.514	84.42	S28°17'14.5"E	S23°43'09"E	S32°51'20"E
	12	530.00	9°08'11"	84.514	84.42	S37°25'25.5"E	S32°51'20"E	S41°59'31"E
	13	530.00	9°08'11"	84.514	84.42	S46°33'36.5"E	S41°59'31"E	S51°07'42"E
	14	530.00	9°08'12"	84.514	84.42	S55°41'48"E	S51°07'42"E	S60°15'54"E
	15	530.00	10°39'56"	98.66	98.52	S65°35'52"E	S60°15'54"E	S70°55'50"E
	23 + 24	530.00	13°53'48"	128.55	128.23	S84°22'08"E	S77°25'14"E	N88°40'58"E
	23	530.00	10°39'56"	98.66	98.52	S82°45'12"E	S77°25'14"E	S88°05'10"E
	24	530.00	3°13'52"	29.89	29.88	S89°42'06"E	S88°05'10"E	N88°40'58"E

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
7	C/L	750.00	13°09'23"	172.22	171.84	N87°05'25.5"E	S86°19'53"E	N80°30'44"E
	NORTH	720.00	13°09'23"	165.33	164.97	N87°05'25.5"E	S86°19'53"E	N80°30'44"E
	43	720.00	0°32'00"	6.70	6.70	S86°35'53"E	S86°19'53"E	S86°51'53"E
	OUTLOT 2	720.00	4°07'33"	51.85	51.83	S88°55'39.5"E	S86°51'53"E	N89°00'34"E
	44	720.00	8°29'50"	106.78	106.68	N84°45'39"E	N89°00'34"E	N80°30'44"E
	SOUTH	780.00	13°09'23"	179.11	178.71	N87°05'25.5"E	S86°19'53"E	N80°30'44"E
	33	780.00	1°27'10"	19.78	19.78	S87°03'28"E	S86°19'53"E	S87°47'03"E
	OUTLOT 3	780.00	2°34'16"	35.00	35.00	S89°04'11"E	S87°47'03"E	N89°38'41"E
	34	780.00	6°19'50"	86.18	86.13	N86°28'46"E	N89°38'41"E	N83°18'51"E
	35	780.00	2°48'07"	38.15	38.14	N81°54'47.5"E	N83°18'51"E	N80°30'44"E
8	C/L	230.00	37°59'44"	152.52	149.74	S03°10'24"E	S15°49'28"W	S22°10'16"E
	EAST	200.00	37°59'44"	132.63	130.21	S03°10'24"E	S15°49'28"W	S22°10'16"E
	23	200.00	29°25'11"	102.70	101.57	S01°06'52.5"W	S15°49'28"W	S13°35'43"E
	22	200.00	8°34'33"	29.93	29.91	S17°52'59.5"E	S13°35'43"E	S22°10'16"E
	WEST	260.00	37°59'44"	172.42	169.28	S03°10'24"E	S15°49'28"W	S22°10'16"E
	15	260.00	12°42'57"	57.70	57.58	S09°27'59.5"W	S15°49'28"W	S03°06'31"W
	16	260.00	17°49'36"	80.90	80.57	S05°48'17"E	S03°06'31"W	S14°43'05"E
	17	260.00	7°27'11"	33.82	33.80	S18°26'40.5"E	S14°43'05"E	S22°10'16"E
9	C/L	250.00	21°04'27"	91.95	91.44	S11°38'02.5"E	S22°10'16"E	S01°05'49"E
	EAST	280.00	7°13'53"	35.34	35.32	S18°33'19.5"E	S22°10'16"E	S14°56'23"E
	22	280.00	0°21'17"	1.73	1.73	S21°59'37.5"E	S22°10'16"E	S21°48'59"E
	21	280.00	6°52'36"	33.61	33.59	S18°22'41"E	S21°48'59"E	S14°56'23"E
10	18	75.00	59°07'08"	77.39	74.00	S07°23'18"W	S22°10'16"E	S36°56'52"W
11	TOTAL	75.00	268°54'05"	351.99	107.08	N82°29'49.5"E	S36°56'52"W	N51°57'13"W
	18	75.00	51°53'45"	67.93	65.63	S10°59'59.5"W	S36°56'52"W	S14°56'53"E
	OUTLOT 1	75.00	101°17'36"	132.59	115.99	S65°35'41"E	S14°56'53"E	N63°45'31"E
	19	75.00	49°06'23"	64.28	62.33	N39°12'19.5"E	N63°45'31"E	N14°39'08"E
	20	75.00	52°37'41"	68.89	66.49	N11°39'42.5"W	N14°39'08"E	N37°58'33"W
	21	75.00	13°58'40"	18.30	18.25	N44°57'53"W	N37°58'33"W	N51°57'13"W
12	21	75.00	37°00'50"	48.45	47.61	N33°26'48"W	N51°57'13"W	N14°56'23"W

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

REVISED THIS 23TH DAY OF MAY, 2022
DATED THIS 13TH DAY OF APRIL, 2022

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

SHEET 5 OF 6

WRENWOOD NORTH

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 6890, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Lot 4 of Certified Survey Map No. 6890, recorded in the Office of the Register of Deeds for Washington County on May 14, 2019, in Volume 53 of Certified Survey Maps, at Pages 193 through 202 inclusive, as Document No. 1471674, being located in a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Said Parcel contains 2,735,668 Square Feet (or 62.8023 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of WRENWOOD NORTH, LLC, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Germantown, Washington County, Wisconsin in surveying, dividing and mapping the same.

Dated this ____ Day of _____, 20 ____.

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

WRENWOOD NORTH, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Germantown

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Washington County, Planning and Parks Department

Witness the hand and seal of said Owner this ____ day of _____, 20 ____.

WRENWOOD NORTH, LLC

Steve DeCleene, President of
Neumann Developments, its Sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 20____, the above named Steve DeCleene, President of Neumann Developments, its Sole Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Plat, and does hereby consent to the above certificate of WRENWOOD NORTH, LLC, owner, this ____ day of _____, 20 ____.

MIDLAND STATES BANK

Mandy Henning, Commercial Lender

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above named Mandy Henning, Commercial Lender of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Commercial Lender of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____, IL
My Commission Expires: _____

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Scott M. Henke, being the duly elected, qualified and acting Treasurer of the County of Washington, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "WRENWOOD NORTH".

Dated this ____ Day of _____, 20 ____.

Scott M. Henke, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Deanna Braunschweig, being the duly elected, qualified and acting Treasurer of the Village of Germantown, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "WRENWOOD NORTH".

Dated this ____ Day of _____, 20 ____.

Deanna Braunschweig, Village Treasurer

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

WRENWOOD NORTH, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantee, AND

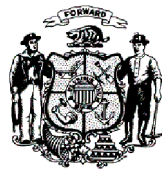
their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as 'Utility Easement Areas' and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked 'Utility Easement Areas' without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 ____

Department of Administration



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL:

This Plat, known as "WRENWOOD NORTH", is hereby approved by the Village of Germantown Plan Commission as being in conformance with the Village's Subdivision Ordinance. The Village of Germantown Plan Commission also hereby approves and accepts all dedications shown thereon, this ____ day of _____, 20 ____.

APPROVED AND SIGNED:

Dean Wolter, Chairman

Dated this ____ Day of _____, 20 ____.

Lori Johnson, Secretary

VILLAGE BOARD APPROVAL:

Resolved, that the plat of "WRENWOOD NORTH", in the Village of Germantown having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Germantown, on this ____ Day of _____, 20 ____.

Dean Wolter, Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of Trustees of the Village of Germantown.

Deanna Braunschweig, Village Clerk

**DECLARATION OF
PROTECTIVE COVENANTS
FOR
WRENWOOD NORTH**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR WRENWOOD NORTH (the “**Declaration**”) is made this ____ day of _____, 2022, by Wrenwood North, LLC, a Wisconsin limited liability company (“**Declarant**”).

RECITALS

WHEREAS, Declarant owns the real estate located in the Village of Germantown, Washington County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

WHEREAS, as shown on the plat for the Subdivision (as hereinafter defined), the Subdivision consisting of forty-six (46) single-family lots and four (4) outlots (“**Phase I**”), as more particularly described on Exhibit A and as depicted on Exhibit B, the Final Plat, recorded in the Register of Deeds office of Washington County on _____, 2022 as document # _____; as attached hereto and incorporated herein.

WHEREAS, at the time of this Declaration, the Declarant desires to subject Phase I of the Subdivision to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that Phase 1 of the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best

Name and Return Address:

Wrenwood North, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s):

residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 “**Association**” shall mean Wrenwood North Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 “**ACC**” shall mean the Architectural Control Board as established by the Declarant.

1.3 “**Amenity Area**”, if any, shall mean that area as more particularly described in Article 7.5. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4

1.5 “**Association Insurance**” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.6 “**Board**” or “**Board of Directors**” shall mean the governing body of the Association, elected according to the Bylaws.

1.7 “**Building**” shall mean any freestanding structure located in the Subdivision. A “**dwelling**” or a “**home**” is a Building intended for occupancy in accordance with Article 6.

1.8 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

1.9 “**Common Areas**” shall mean the easements, Outlot(s) [other than the Expansion Area], and those areas identified on that certain Plat of Subdivision as recorded in the Register’s Office. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.10 “**Common Improvements**” shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.11 “**County**” shall mean the County of Washington, Wisconsin.

1.12 “**Declarant**” shall mean Wrenwood North, LLC and its successors and assigns pursuant to Section 15 of this Declaration.

1.13 “**Declaration**” shall mean this Declaration as the same may be amended from time to time.

1.14 “**Developer**” shall mean Neumann Developments, LLC.

1.15 “**Director**” shall mean a member of the Board.

1.16 “**Documents**” shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.17 “**Easement**” or “**Landscape Easement**” shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement or Landscape Easement, except as consistent with the express, written grant of said Easement rights and approval by the HOA and/or ACC.

1.18 “**Expansion Area**” shall mean Outlot #4 as depicted and described on Exhibit A and any land in general physical proximity to the Subdivision as described in Section 11.2.5.

1.19 “**Lot**” shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term “Lot” will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Article 11.

1.20 “**Mortgage**” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.21 “**Mortgagee**” shall mean the holder of a Mortgage.

1.22 “**Municipality**” or “**Municipal**” shall mean the Village of Germantown, Washington County, Wisconsin.

1.23 “**Natural Materials**” shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to wood, masonry, stone, cement board, or LP SmartSide Siding or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.24 “**Occupant**” shall mean the Owner and any other person residing in a Building.

1.25 “**Owner**” shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.26 “**Outlot**” or “**Outlots**” shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.27 “**Pet**” shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.28 “**Plat**”, “**Plat of Subdivision**”, or “**Final Plat**” shall mean the Plat of Wrenwood North Subdivision, as recorded with the Register’s Office on _____, 2022 as Document No. _____ and attached hereto as Exhibit B.

1.29 “**Register’s Office**” shall mean the office of the Register of Deeds for County in which the project is located.

1.30 “**Rules**”, if any, shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.31 “**Storm Water Facilities**” shall mean the private storm water basins, including but not limited to storm water ponds and structures, installed in the Outlot(s) together with the easements as shown on the Final Plat.

1.32 “**Storm Water Management Agreement**” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office.

1.33 “**Storm Water Permit**” shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.34 “**Subdivision**” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from the final Lot Owner being granted an occupancy permit and Declarant’s conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration; (b) ten (10) years from the date of this Declaration; or (c) Declarant’s election to waive its rights to control the ACC. Upon Declarant’s surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings

for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

- (a) commencement of construction of any Building or other improvements or alteration on any Lot; or
- (b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or
- (c) the demolition of any Building or other improvements on any portion or portions of such property; or
- (d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or
- (e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, ("**Drawings**") showing:

- (1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- (2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,
- (3) the proposed landscaping, including any fences or walls, and
- (4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date

on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	MINIMUM SIZE:
One story	1,900 square feet
More than one story	2,200 square feet

For purposes hereof, “more than one story” includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway / Curbing & Roadways.

2.4.1 Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors (raised panels alone shall not be considered decorative); doors shall have glass inserts or other architectural design such as carriage style or similar.

2.4.2 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.4.3 Curbing & Roadways. Lot Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that it may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarant is notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged curbing.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Siding. Exterior siding of the Buildings may consist of cement board, natural stone, cultured stone, brick, Dryvit, stucco and/or stucco panels; provided, however, that fascia and soffit may be aluminum. A minimum of one hundred (100) square feet of the front of the residences must have a stone/masonry architectural feature. Stone or brick must terminate at an inside corner or have an acceptable termination point, as determined by the ACC. Window and door wraps shall be at least four inch (4”) nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6”) trim boards. Side elevations must have at a minimum two (2) architectural elements for a ranch elevation and three

(3) architectural elements for each two-story elevation. Architectural elements may include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation. The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC. .

2.5.2 Roof. A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. “3-tab” shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48”) in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) which is black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Subject to ACC approval, fencing may be permitted in the front yard in limited quantities subject to the other provisions of this Declaration. Fences shall be installed no closer than twenty-four inches (24”) from any property line. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a “finish grade” or “master grade”) of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.5 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies’ requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4’) elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4’) clearance between the fence and the pool. Owner is responsible to insure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.6 Cluster Box Units & Lamppost:

(a) Cluster Box Units (“CBU”). The United States Postal Service requires the use of Cluster Box Units (“CBUs”) within the subdivision. At each lot closing, Buyer will pay a \$450.00 fee to cover the costs of installation of the CBUs for the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs

along with initial distribution of the mailbox keys to the initial lot owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(b) Lamppost. The term “*lamppost*” shall mean the post and lantern combination including lamps and other devices. The ACC-selected standard lamppost for the Subdivision is the following (available through BBC Lighting): Hinkley Edgewater Light Four Light Post Item ID# 938761 (MFG # 1677BK) Black finish with Lamp Post #1046-1-PR with photocell (<http://www.snocinc.com/eclairage-exterieur/1045-1046.html>). The lamppost shall be purchased and installed by Owner, or Owner’s contractor, and shall be operational before occupancy. The lamppost must be located in the front yard, generally ten feet (10’) from the edge of the driveway and no more than fifteen feet (15’) from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls. The ACC shall re-select the lamppost if the selected item is determined to no longer be available.

(c) Installation by Declarant. If Declarant, in its discretion, installs, any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

2.5.7 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.8 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.9 Dog Kennels. Dog kennels shall not be allowed on any Lot even one would otherwise be permitted by Municipal ordinance or code.

2.5.10 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10’) away from any property lines.

2.5.11 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan.

(a) Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the “**Master Grading Plan**”) designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner’s Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant’s efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarant unless and until the Owner shall first obtain the written approval of the Municipal Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner’s expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Municipal Engineer’s approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Municipality and its agents, employees and independent contractors regarding the same. The Declarant and/or the Municipality and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for the cost of the same.

2.6.2 Landscaping.

(a) Plantings. In addition to Street Tree Plantings performed by the Association per below, each Lot with a home in the Subdivision must plant and maintain a minimum of one (1) – 2” caliper ornamental tree located in the front yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(b) Street Tree Plantings. A Street Tree Planting Plan has been required by the Village of Germantown and attached to these Restrictions as Exhibit C. The Homeowners Association will plant the required street trees as identified on the Street Tree Plan. A fee of \$600 will be collected by the Association at each Lot closing for installation of the required trees for each lot.

(c) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within one hundred twenty (120) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that are water conservation models. Controllers shall be equipped with a soil moisture sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer’s recommendations.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, for all platted lots in the subdivision as of January 1st of that year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7.5, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof

and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

4.6 No Fees or Assessments in Event of Tax Forfeiture. Neither the County nor the Municipality shall be liable for any fees or special assessments in the event that the County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas, Landscape Easements or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including but not limited to snow removal, replace and operate all of the Common Areas, Landscape Easements and Common Improvements, including but not limited to the landscaping and plantings on the Landscape Easement on Lots 1 & 37 along Freistadt Road, landscaping, trees and plantings in the Common Areas and trimming, removal and replacement of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. If the Association fails to maintain the Common Area as set forth herein, the Municipality, after proper notice to the Association, may cause such

maintenance to be accomplished and may invoice the Association for the cost thereof. If such invoice is not paid in accordance with the period of time customary for the Municipality, the costs may be apportioned among the Owners of all Lots in the subdivision and placed on the next tax bill of each Lot.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements, or other improvements in the Amenity Area, Landscape Easements or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas, Landscape Easements or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term “*residential purposes*” includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Municipality and must be in compliance with all Municipal ordinances and regulations or receive a temporary use permit as authorized by the Municipality. Approval of a use by the ACC does not constitute approval by the Municipality or certification that the use complies with Municipal ordinances and regulations.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable

municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) no reptiles or un-caged birds shall be permitted; and
- (d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and
- (e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and
- (f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. “**Signs**” as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”); Toxic Substances Control Act (“**TOCSA**”); Resource Conservation and Recovery Act (“**RCRA**”); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality and the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the “**MBA**”) Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and may continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant’s individual needs, if any. While the Parade of Homes is open and during the one-hour period before the Parade opens and the one-hour period after the Parade closes, for the entire duration of the Parade of Homes, purchaser/owner and/or Non-Parade Builders agree that:

- 1) No construction work or sales activities of any kind (including work of subcontractors, trades, deliveries, inspections, showings, realtor activity, open houses, signage, advertising, sales activity or tours of any kind) shall be performed on, in or adjacent to any home built on any lot;
- 2) No advertising, marketing, signage, sales activities or tours (including virtual tours) of any kind shall be permitted or take place, directly or indirectly, on or adjacent to the lot;
- 3) The lot or any home constructed thereon may not be opened as a model home;
- 4) That no contractor, subcontractor, supplier or realtor signs, advertising materials, or placards shall be placed on the lot, on the home, or in the windows of any home on the lot, or adjacent to the lot, or in the road abutting the lot and shall not use or permit any rolling or mobile advertising, vehicles, or trailers.

7.4 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, a playground, sport court, fire pit, and paved pathways) in certain Common Areas determined by Declarant or paved pathways) on those improvements on the Association, as applicable. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In addition to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.4.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.4.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.4.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverages, in amounts and with insurers that the Association reasonably requires from time to time.

7.4.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

7.4.5 Reserves. The Association, by its Board, shall establish, fund, and maintain a reasonable reserve for contingencies and replacements for the Amenity Area. The Association shall first charge against such reserve all extraordinary expenditures for the Amenity Area not originally included in the annual estimate which may become necessary during the year. If the annual budget proves inadequate for any reason (other than as a result of the failure by one or more unit owners in the Association to pay their assessments), the Board may, at any time, levy a further assessment, which shall be assessed in the same proportion as other general assessments.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply

with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 10, without the express written consent of Declarant or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Lot Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association, provided however, that any amendments to the restrictions where the Municipality is involved or has an interest may require the approval by the Municipality.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant. Additionally, the right to grant easements upon, over, through and across the Common Areas as may be required in Declarant's sole opinion for furnishing any kind of utility services, maintenance and replacement thereof, drainage, grading, communications or public purposes including, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings or for ingress and egress and maintenance and replacement thereof, to, from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a “sale” for purposes of this Section.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an “*Expansion*”.

11.2.1 Expansion. Declarant reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time). The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Subdivision.

11.2.2 Procedure for Expansion. Declarant shall add to the Subdivision by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the area so affected. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.3 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.4 Procedure for Subtraction of Land. For so long as the Declarant is in control of the Association, the Declarant may also, in its sole discretion, by recorded document, remove the Expansion Land or any Lots not yet sold, from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the Lot Owners within the Subdivision, subject to the amendment procedures of Section 9.1.

11.2.5 Other Lands. Declarant also reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time), subject to the amendment procedures of Section 9

11.2.6 Modification of Budget and Assessments. Upon each such Expansion, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the

Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.7 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.8 Effect of Expansion or Reduction on Outlots. To the extent that Owners have a tenancy in common interest in Outlots prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion or reduction amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Outlots by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Outlots appurtenant to the Lot on which it has its lien. Tenancy in common ownership rights in Outlots are extinguished for Lots removed from the Declaration pursuant to Section 11.2.3.

11.2.9 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion Areas; marshaling of construction materials and personnel for improvements made to the Expansion Area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action

with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, may need to be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, common area maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant’s Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register’s Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

Wrenwood North, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By: _____
Steve DeCleene, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2022, the above named Steve DeCleene, President of Neumann Developments, Inc. sole member of Wrenwood North, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

Name: _____
Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:
Kevin Anderson
Neumann Developments
N27 W24025 Paul Court, #Suite 100
Pewaukee, WI 53072

EXHIBIT A

Legal Description of the Subdivision

1. The Subdivision, being a redivision of Lot 4 of CSM No. 6890, being located in a part of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

2. Consisting of the following portions of the Subdivision:

Lots 1 thru 4 and Outlots 1, 2 & 3

Specifically excluding: Outlot #4 which shall be retained by Developer as an Expansion Area.

EXHIBIT B

Final Plat attached for reference

**BUSINESS OF THE GENERAL GOVERNMENT AND FINANCE COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Monday August 15, 2022

AGENDA ITEM: New Business.

ITEM TITLE: Accountant 1 Position Creation

SUBMITTED BY: Deanna Braunschweig, Clerk-Treasurer
Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

Staff is seeking approval to create an Accountant 1 position. After two of the three Deputy Clerk-Treasurers resigned, there was a further look at department functions and needs. There is a greater need of a staffer who has more of an accounting background and therefore we are looking to reduce the number of Deputy Clerk-Treasurers to 2 and replace one of those Deputy Clerk-Treasurers with an Accountant 1. This would not consist of a monetary increase, but a duties reassignment.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff recommends the approval the creation of the Accountant 1 position for the Clerk-Treasurer Department.

COMMITTEE ACTION:

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

Village of Germantown
Accountant I
Job Description

Position Title: Accountant 1
Reports To: Senior Deputy Treasurer
Employment Category: Full-Time
Department: Clerk/Administration
Pay Grade: 2

Job Summary:

Under the direction of the Senior Deputy Treasurer, the Accountant I reconciles and balances general ledger activity as assigned, assists in the preparation of the annual audit as assigned, review and update financial policies and help analyze financial data for needed reporting. Other projects may be assigned as needed.

Essential Duties and Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as management deems necessary.

- As directed acts as a payroll back up to the Senior Deputy Treasurer; includes payroll duties and entry as assigned.
- Assists with year-end reporting such as W-2s and 1099s.
- Assists with bank deposits.
- Assists with the process of property tax collection.
- Prepares accounts receivable invoices, maintains details and pursues collection of outstanding balances, and responds to inquiries from billed parties.
- Includes the review of general ledger accounts to determine the availability of funds; accounts payable duties as assigned. Enters accounts payable invoices and processes accounts payable as assigned.
- As assigned performs research and analysis for budget variances and provides information to management.
- Assists with annual audit through preparation of audit schedules and other analytical projects.
- As directed performs various transactions, statements, schedules, charts and reports.
- Conducts monthly review of funds and department balances including General Fund, Water, and Wastewater, etc.
- As directed prepares the Village's financial reports.
- Assists with annual audit in accordance with general accepted accounting principles and consistent with the Village's internal auditor. Performs various audits for departments and processes to recommend areas for innovation.

- As directed reconciles and balances general ledger activity, investigates discrepancies and prepares for approval standard and adjusting journal entries.
- Assists with the review and update of financial policies and procedures.
- Performs all other related duties as assigned.

Required Qualifications, Knowledge, Skills & Abilities:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

- An associate degree from an accredited school and / or equivalent training/ experience in Accounting, Finance, or Business Administration. A bachelor's degree is preferred
- Notary public certification or ability to obtain within 3 months of hire.
- Two or more years of experience in a municipal setting preferred.

Language Skills

- Ability to communicate with a variety of people with differing interests.
- Ability to effectively communicate and promote both verbally and in writing.
- Ability to compare, count, differentiate, measure, copy, record and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.
- Ability to communicate in a manner to persuade, convince, and/or train others and to advise, interpret and apply policies, procedures and standards to specific situations.
- Ability to utilize and apply a variety of advisory data and information such as code manuals, Village ordinances, directories, policies, State statutes, procedures, guidelines and non-routine correspondence.
- Ability to prepare a variety of documents for the public.
- Ability to establish good working relationships with all levels of staff and citizenry, and provide facilitation skills in sensitive, emotional, or hostile situations.

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.

- Ability to interpret basic descriptive statistical reports.

Reasoning Ability

- Ability to exercise the judgment required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines and changing demands within the entire operation of administrative services, perform duties with a minimum of supervision.

Other Qualifications

- Ability to effectively meet and communicate with the public.
- Ability to work independently and in a team environment.
- Ability to organize and prioritize a large number of projects at one time.
- Exhibits initiative in completing assigned projects and tasks.
- Thorough working knowledge of Microsoft Office software, especially Excel and their applications.
- Ability to show attention to detail, including during busy or high stress situations.
- Familiarity with Tyler Technologies or other similar accounting system a plus.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and/or provide simple but continuous adjustment on equipment, machinery and tools such as computer and other office machines, and or materials used in performing essential functions.

- Ability to coordinate eyes, hands, feet and limbs in performing slightly skilled movements such as typing and to operate various pieces of office equipment.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- In general, this position is sedentary, with a normal workday including 6-7 hours of sitting at a desk; however, during election season or the annual licensing renewal period, this job requires standing/walking, lifting up to 25 lbs., ability to push up to 50 lbs; during these periods, 6-8 hours may be spent in these activities including standing at a counter.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderate. Work is typically performed in an office setting.
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals and intimidation may cause discomfort and poses limited risk of injury.
- Hours of this position are normally 8am-4:30pm Monday-Friday

Selection Guidelines, Reasonable Accommodations, and Receipt:

The selection process may include formal application, rating of qualifications and experience, oral interviews, reference checks, background examination, physicals and drug tests, and/or job-related tests.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and applicant and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Germantown is an Equal Opportunity Employer. In compliance with state and federal law, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicant Signature

Date

RESOLUTION NO. 26-2022

A RESOLUTION AUTHORIZING A REFERENDUM FOR THE VILLAGE OF
GERMANTOWN TO ASCERTAIN WHETHER TO PROVIDE WATER AND
SANITARY SEWER SERVICE TO A PORTION OF THE VILLAGE OF RICHFIELD

WHEREAS, the Village of Richfield approached the Village of Germantown about the possibility of Germantown providing water and sanitary sewer utility service to Richfield; and

WHEREAS, that request resulted in an Memorandum of Understanding between the parties under which they agreed to further explore the feasibility and potential terms under which such service could be provided; and

WHEREAS, Richfield and Germantown negotiated an Intergovernmental Agreement for the provision of such service to Richfield; and

WHEREAS, on May 16, 2022, the Village Board passed a motion to approve the Intergovernmental Agreement with Richfield subject to the addition of \$100,000 from Germantown reserve funds to be added to the residential well protection fund and also that the question of providing service under the IGA be submitted to a referendum vote on November 8, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Village Board directs that the question of providing water and sewer service to a portion of the Village of Richfield pursuant to the terms of the IGA negotiated between the parties shall be submitted to the electors in a referendum election to be held on November 8, 2022, in the following form:

Referendum Question

Shall the Village of Germantown sell water and sanitary sewer service to customers in a portion of the Village of Richfield pursuant to the terms of an Intergovernmental Agreement between the Village of Richfield and the Village of Germantown?

Explanatory Statement and Effect of Vote

The terms of the Intergovernmental Agreement negotiated between the Villages provides that property owners within the approved service area of approximately 443 acres in the Village of Richfield would become customers of the Germantown Water and Sanitary Sewer Utilities who would be served

by water and sanitary sewer infrastructure that is paid for by the Village of Richfield. The approved service area is described as the “Northeast Corridor” and is generally bounded by Interstate 41, Holy Hill Road, Highway 175 and Pleasant Hill Road. A copy of the Intergovernmental Agreement is available for inspection at the Village Clerk’s office.

A “yes” vote would result in the execution of the negotiated Intergovernmental Agreement so that the Germantown would sell water and sanitary sewer service to customers in the “Northeast Corridor” of the Village of Richfield.

A “no” vote does not allow Germantown to execute the negotiated Intergovernmental Agreement.

BE IT FURTHER RESOLVED that the Village Clerk shall provide the County Clerk with a certified copy of this Resolution so as to ensure that the referendum question can be placed on the November 8, 2022 general election ballot for all wards within the Village of Germantown.

Introduced by Trustee:

Adopted: August 15, 2022

Vote: Ayes:

Nays:

Absent:

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk



DRAFT

Village of Germantown / Washington County

Scope of Services

Village Center Zoning District & NGH Site Assessment

This scope of services includes development of a Village Center Zoning District for the Village of Germantown by Vandewalle & Associates (V&A) in support of Washington County's Next Generation Housing Initiative. Work would begin immediately upon approval by the Village of Germantown and Washington County and performed on a time and materials basis not to exceed \$16,700.

Task 1: Develop Draft Village Center Zoning District

Vandewalle & Associates will prepare text for a new Village Center zoning district that will enable 1) development of Next Generation Housing and 2) development consistent with recommendations of the forthcoming Germantown 2050 Plan. The definition of "Next Generation Housing" will be determined by Washington County with input by V&A, Inventory Work Group, and other stakeholders. V&A will work with Village staff to determine how to best incorporate the new zoning language into the Village's existing zoning ordinance.

This task includes:

1. Participate in 1 virtual kickoff meeting with Village staff to confirm objectives and provide preliminary direction.
2. Develop Draft #1 of the Village Center Zoning District oriented to infill/redevelopment, based on the NGH Model Zoning Ordinance, that includes:
 - a. Definitions for the housing unit types that meet NGH objectives
 - b. Site and building design standards aligned with NGH objectives
 - c. Village Center Zoning District Purpose Statement
 - d. List of Permitted Principal Uses, Permitted Accessory Uses, and Conditional Uses per the recommendations of the Germantown 2050 Plan
 - e. Lot, Yard, and Building Requirements aligned with NGH objectives
 - f. Minimum/maximum parking requirements

Additional components above and beyond the NGH Model Ordinance are listed under Optional Tasks on page 3.

Task 2: Village Staff Review of Draft

V&A will work closely with Village staff to review and revise the Draft. This task includes:

1. Participate in 1 virtual meeting with Village staff to discuss Draft #1.
2. Develop Draft #2 of the Village Center Zoning District based on Village staff input.
3. Participate in 1 virtual meeting with Village staff to discuss Draft #2.
4. Develop Draft #3 of the Village Center Zoning District based on Village staff input.
5. Attend 1 meeting of the Plan Commission to review Draft #3 and discuss the Community Engagement Meeting

Task 3: Community Engagement Meeting

V&A will coordinate one public meeting to gather public input on the new zoning district and to inform the public on the goals of the NGH initiative. This task includes:

1. Participate in 1 virtual meeting with Village staff to confirm meeting format, meeting location, room setup, and other logistics
2. Prepare press release and flyer
3. Prepare presentation, exhibits, meeting materials
4. Design comment forms and/or online input tool
5. Attend meeting, give presentation, and answer questions from the public
6. Summarize public input and share with Village and County

The Village is responsible for reserving the meeting location, meeting logistics, coordinating room setup, and advertising the meeting.

Task 4: Plan Commission & Village Board Review and Adoption

V&A will lead the process of review and adoption by the Village. This task includes:

1. Participate in 1 virtual meeting with Village staff to discuss comments received at the Community Engagement Meeting and any changes needed to the Draft
2. Develop Draft #4 of the Village Center Zoning District based on Village staff input (if needed)
3. Provide language for public hearing notice based on Village's model
4. Attend 1 Plan Commission Public Hearing (in-person) to review Draft #4 and provide a summary of the Community Engagement Meeting. At this meeting, the Plan Commission will consider recommendation of the Village Center Zoning District to the Village Board.
5. Attend 1 meeting of the Village Board to review the Village Center Zoning District, as recommended by the Plan Commission. At this meeting, the Village Board will consider adopting the Zoning District. If the ordinance requires two readings, the Village will advise V&A as to which meeting to attend.
6. Provide final, adopted version of Village Center Zoning District in PDF and Microsoft Word formats

The Village is responsible for meeting coordination, notice publication, and providing a sample public hearing notice for a zoning ordinance amendment/update in the Village's preferred format.

Task 5: NGH Site Suitability Review

V&A will analyze two sites identified by the Village and determine their suitability for NGH development. V&A will look at:

- Site access
- Environmental constraints
- Topography
- Estimate of developable acreage
- Estimate of housing yield (i.e., number of dwelling units)

Findings will be summarized in a brief memorandum.

Optional Tasks:

- A. Additional Components not included in the NGH Model Ordinance:** If the Village desires additional components in the Village Center Zoning District that are not part of the NGH Model Ordinance, the estimated cost will vary, depending on the level of edits needed. V&A can provide cost estimates for these components if desired. Examples include:
- a. Parking and Loading Requirements for non-residential land uses
 - b. Screening Requirements for non-residential land uses
 - c. Landscaping Requirements for non-residential land uses
 - d. Signage Regulations
 - e. Commercial or Industrial Building Site and Design Standards
 - f. Additional Performance Standards
 - g. Create new definitions or regulations pertaining only to non-residential land uses
 - h. Definitions or regulations pertaining only to non-residential land uses
- B. Additional Drafts of Model Zoning Ordinance:** The above scope includes four drafts and a final, adopted version of the ordinance. If the Village or County requests another round of substantive edits (beyond corrections/wordsmithing) resulting in another draft, the estimated cost will be \$500-1,000, depending on the level of edits needed.
- C. Additional Meetings**
- One additional in-person meeting: \$665 to \$1,600 (depending on V&A staff in attendance)
 - One additional virtual meeting: \$250 to \$640 (depending on V&A staff in attendance)