

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, September 18, 2023 7:00 PM
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 #: **2551 746 8900** Password: **RGfHMePh684** 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=m978a9591c68c815703e7da0a9f488d38>

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 VillageBoard 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:
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VII. **CONSENT AGENDA:**
 - A. Approval of Minutes 8/21/2023
 - B. Approval of Minutes 9/6/2023
 - C. Well #7 MCC/VFD Change Order
 - D. Resolution to Allow on Street Parking on the South Side of Freistadt Road and to Amend the Official Traffic Map to Reflect the Same
 - E. Department of Transportation Proposed Rehabilitation of Holy Hill Interchange
 - F. State Municipal Funding Agreement for Wisconsin Highway 167 from Interstate 41 to Wisconsin Highway 145
 - G. GFD Portable Radio Purchase
 - H. GFD Purchase of Hydraulic Extrication Tools
 - I. A Resolution Allowing the Claim for Property Tax Refund of AGNL Dairy LLC in the Amount of \$17,131.88

- J. Oktoberfest; Germantown Historical Society Inc.; Dheinsville Historic Park 09/23/23 – 09/24/23; Temporary Class "B" Fermented Malt Beverage & Wine Picnic License; James Dix, President

VIII. UNFINISHED BUSINESS

- A. Public Administration Associates Recommendations for the Recruitment of the Director of Public Works and Village Engineer

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. Presentation on 2022 Audit
- B. Approval of a Renewal Junk Dealer Establishment License Application for Waste Management, W132N10487 Grant Dr.
- C. Public Grant Application by the Germantown VFW Post 9202 (N120W15932 Freistadt Rd) for Temporary Use Permit Fee to Sell Christmas Trees in Latitude Cafe's Parking Lot, Located at W156N9636 Pilgrim Rd, from November 15-December 15, 2023.
- D. Virtus Development LLC, Agent for District One LLC and the Robert & Mary Hacker Trust, Property Owners - W140 N10363 Fond du Lac Avenue and Parcel Tax Key GTNV 351-984 for applications to: (1) Rezone Parcel 1 from the B-1: General Business District and Parcel 2 from the Rs-6: Single-Family Residential District to the "Kuhburg District" (B-3/PDD) Planned Development District; and (2) Amend the General Development Plan for the "Kuhberg District" PDD and Resolution #16-2018 to include expansion of the business parking and a 4-unit townhouse development. (ACTION)
- E. Appointment of Kevin Driscoll to the Position of Village Engineer
- F. Recreation Trail and Design for East Donges Bay Road Reconstruction Project
- G. Pay Adjustments for the Highways, Parks, Buildings & Grounds Superintendent, the Sewer Utility Superintendent and the Water Utility Superintendent.
- H. A Resolution Adopting Updated Bond Schedule for Municipal Court Cases
- I. 2024 Budget and Property Tax Levy
- J. Schedule of Committee of the Whole Meetings on the 2024 Budget
- K. Ehlers TID Presentation - Update by Phil Cossun
- L. Ehlers Water Rate Presentation - Update by John Cameron
- M. Meridian Germantown LLP v. Village of Germantown, Case No. 23-CV-426. The Village Board may go into closed session as per Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then re-enter open session to take such action as it deems appropriate.
- N. Acquisition of N96 W18058 County Line Road. The Village Board may go into closed session as per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or

negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

- O. Agreement with Greywolf Partners for Redevelopment and Property Acquisition Services. The Village Board may go into closed session as per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

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.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, August 21, 2023 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*
President Dean Wolter called the meeting to order at 7:46 p.m.
- II. **ROLL CALL:**
Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Phil Hudson, Trustee Dennis Myers, Trustee Bill Neureuther, Trustee Rick Miller, Trustee Jan Miller, President Dean Wolter, Trustee Jolene Pieper(WebEx)
Absent:
Excused:
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
The president's report was not presented.
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
Trustee Kaminski announced the next Public Works & Highway meeting is on September 6th at 5:30 p.m.
Trustee Rick Miller announced the next General Government and Finance meeting is on September 18th at 5:30 p.m.
Trustee Hudson announced the next Public Safety meeting is on September 6th at 6:30 p.m.
Village Administrator Kreklow announced the next Economic Development Commission meeting is on August 22nd at 5:30 p.m. and a Special Committee meeting on the Village Board Handbook is on August 23rd at 5:00 p.m.
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
Lynne Bednarz of Pawnee Ct, spoke in regards to the nuisance law and beggars in the Village.

Eric and Ashley Evans(Ranch Rd, Menomonee Falls), Rebecca Rasmussen(Cherry Ln), Janet Radtke(Hazel Hts), Melanie Smythe(Cedar Ln), and Scott Hefle(Old Farm Rd) spoke in support of the subdivision plat amendment for Lot 1 in Harvest Hills Subdivision.

Tom Steinbach of Hilltop Dr, spoke about Das Barrel Room, the Village budget, and speeding on Hilltop Dr.

Jason Gifuere of Appleton Ave, spoke about Das Barrel room and the Village Noise Ordinance.

Melanie Smythe of Cedar Ln, also thanked the Village for introducing/reviewing the budget earlier this year, spoke about the Tracy Cross Housing, the IGA tracking of funds, and the CUP application for Unit 5 on Maple Rd.

Scott Hefle of Old Farm Rd, also spoke regarding the CUP application for Unit 5 on Maple Rd, amending the TIDS, the Tracy Cross Inc contract, and the acquisition of Grosenik Property.

President Wolter read an email comment from The Schneider's of Bayberry Cir, regarding the purchase of parcels and Village employee salaries.

VII. PUBLIC HEARINGS:

- A. Joseph & Suzanne Schuster, Applicants and Property Owners of W156 N10081 Pilgrim Road. Application for Historic Designation. (PUBLIC HEARING & ACTION)

Community Development Director Retzlaff requested approval of the Historic Designation Application for Joseph and Suzanne Schuster's Pilgrim Road property. President Wolter opened the public hearing by reading the public hearing notice at 8:21 p.m.

Resident and neighbor of the property, Nadine Sonnemann(surname Schuster), spoke regarding the preservation of the property.

The public hearing closed at 8:24 p.m.

Motion: Approve as presented

Motioned By: David Baum

Seconded By: Bill Neureuther

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

- B. M. Hensley Foster, Applicant and Property Owner of N144 W14315 Pioneer Road. Application for Historic Designation. (PUBLIC HEARING & ACTION)

Community Development Director Retzlaff requested approval of the Historic Designation Application for M. Hensley Foster's Pioneer Road property.

President Wolter opened the public hearing by reading the public hearing notice at 8:28 p.m.

Tom Steinbach, Hilltop Dr, spoke in support of the designation and had Community Development Director Retzlaff clarify the development implications for those properties

having Historic Designations.
The public hearing closed at 8:32 p.m.

Motion: Approve as presented

Motioned By: David Baum

Seconded By: Jan Miller

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

VIII. CONSENT AGENDA:

A motion was made by Trustee Dennis Myers, seconded by Trustee Phil Hudson, to approve Consent Agenda Items A through C. Trustee Jan Miller requested Consent Agenda Item B to be discussed separately. The motion was amended by Trustee Myers.

Motion: Approve Consent Agenda Items A and C.

Motioned By: Dennis Myers

Seconded By: Phil Hudson

By Roll Call Vote

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

A. 8.7.23 Minutes

B. F-Street Development Agreement

Trustee Jan Miller expressed her concerns regarding executing the F-Street Development Agreement prior to receiving all the financial exhibits. Attorney Sadjak advised the Village Interim Public Works Director and the Developer's Civil Engineers are working to account for all items, stating only sitework is being done at this time.

Motion: Table as presented

Motioned By: Jan Miller

Seconded By: None

Motion Failed for Lack of Second

Motion: Approve as presented

Motioned By: David Baum

Seconded By: Dennis Myers

Yes: David Baum, Dean Wolter, Terri Kaminski, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller

No: Jan Miller, Phil Hudson

Abstain: None

Motion Passed (Yes 7, No 2, Abstained 0)

- C. The following has applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for an **ORIGINAL** Second Hand Jewelry Dealer License for the period August 8, 2023 (Board Approval Date) until December 31, 2023. Applicant **National Rarities LLC** (Dennis M McCaffrey); 2190 S Mason Rd Suite 209, St Louis MO.

IX. UNFINISHED BUSINESS

- A. Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane.

Attorney Sadjak advised the Village Board members that the item was brought back as the motion to approve at the June 19, 2023 Village Board Meeting failed due to a tie vote and a motion to reconsider was passed. The outstanding motion to approve is still on the table. Discussion ensued.

Motion: Approve

Motioned By: Dennis Myers

Seconded By: Terri Kaminski

By Roll Call Vote

Yes: Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Rick Miller, Phil Hudson

No: David Baum, Dean Wolter, Bill Neureuther

Abstain: None

Motion Passed (Yes 6, No 3, Abstained 0)

X. NEW BUSINESS:

- A. Carter Schmitz Training Systems, LLC, Agent for Ozaukee Development Corporation, Property Owner - W188 N11770 Maple Road Unit 5. Conditional Use Permit (CUP) application for an "Indoor Health or Recreation Establishment" pursuant to Section 17.33(3)(h) and Section 17.29(1)(kk) of the Village Zoning Code.

Community Development Director Retzlaff was available for questions regarding the conditional use permit for Carter Schmitz Training Systems LLC.

Motion: Approve as presented

Motioned By: Dennis Myers

Seconded By: Rick Miller

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis

Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

B. Appointment of Donna Cox as Germantown Village Clerk

President Wolter read a memo from Richfield's Village Administrator, Jim Healy, supporting the appointment of Donna Cox as Germantown Village Clerk.

Motion: Approve Donna Cox as Germantown Village Clerk

Motioned By: David Baum

Seconded By: Terri Kaminski

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

C. A Resolution to Declare Official Intent re Bond Reimbursement Under Section 1.150-2 of the Internal Revenue Code

Attorney Sadjak requested approval of the resolution as it is a requirement by the IRS to declare intent for bond reimbursement.

Motion: Approve as presented

Motioned By: Dennis Myers

Seconded By: Rick Miller

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion (Yes 9, No 0, Abstained 0)

D. Contract with Tracy Cross, Inc. for a Housing Market Study

Village Administrator Kreklow presented the contract with Tracy Cross Inc for a Housing Market Study and requested approval by the Village Board. Discussion ensued.

Motion: Approve as presented

Motioned By: Dennis Myers

Seconded By: David Baum

Yes: David Baum, Dean Wolter, Terri Kaminski, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller

No: Jan Miller, Phil Hudson

Abstain: None

Motion Passed (Yes 7, No 2, Abstained 0)

E. Cancellation of September 4th Village Board meeting (Labor Day)

Motion: Approve

Motioned By: David Baum

Seconded By: Rick Miller

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller

No: Phil Hudson

Abstain: None

Motion Passed (Yes 8, No 1, Abstained 0)

XI.

CLOSED SESSION:

Motion: Adjourn into Closed Session for Items B, C and D.

Motioned By: Dennis Myers

Seconded By: David Baum

Roll Call Vote

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

A. Agreement with Greystone Partners Inc. for Redevelopment and Property Acquisition Services. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

Attorney Sajdak requested the Village Board take no action on this Closed Session Item due to a typo (Greywolf Partners instead of Greystone Partners).

Motion: Cancel Closed Session Item A

Motioned By: David Baum

Seconded By: Dennis Myers

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Jolene Pieper, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

B. Acquisition of Grosenik Property - N116 W15843 Main Street and W157 N11593 Fon du Lac Avenue. The Village Board May Enter into Closed Session per Wis Statute 19.85(1)(e) The Village Board may go into closed session for the purpose of deliberating or negotiating when competitive or bargaining

reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

President Wolter read Closed Session Items B. Closed Session Item B will be attended by Village Board Members, Community Development Director Retzlaff, Village Attorney Sadjak, and Village Administrator Kreklow.

- C. Project Guardian Proposal. The Village Board may enter into Closed Session per Wis Stat. 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session and then may reconvene into open session to take such action as it deems appropriate.

President Wolter read Closed Session Items C. Closed Session Item C will be attended by Village Board Members, Community Development Director Retzlaff, Village Attorney Sadjak, and Village Administrator Kreklow.

- D. Administrator 2023 Performance Goals Update. The Village Board May Enter into Closed Session per Wis Statute 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.

President Wolter read Closed Session Item D. Closed Session Item D will be attended by Village Board Members and Village Administrator Kreklow.

XII. ADJOURNMENT:

President Wolter adjourned the meeting into Closed Session at 9:19 p.m.

MEETING:	AMENDED SPECIAL MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Wednesday, September 6, 2023 6:15 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*
President Wolter called the meeting to order at 6:46 p.m.
- II. **ROLL CALL:**
Present: Trustee Terri Kaminski, Trustee Phil Hudson, Trustee Rick Miller, Trustee Bill Neureuther, Trustee Dennis Myers, Trustee Jan Miller, Trustee David Baum, President Dean Wolter
Absent:
Excused: Trustee Jolene Pieper
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
 Scott Hefle, Old Farm Road, spoke to the Village Board.
 Melanie Smyth, Cedar Lane, spoke to the Village Board.
- V. **CONSENT AGENDA:**
Motion: Approve as Presented as presented
Motioned By: Dennis Myers
Seconded By: David Baum

Yes: David Baum, Dean Wolter, Terri Kaminski, Jan Miller, Dennis Myers, Bill Neureuther, Rick Miller, Phil Hudson
No: None
Abstain: None

Motion Passed (Yes 8, No 0, Abstained 0)

- A. The following has applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a Class "B" Fermented Malt Beverage License and "Class C" Wine License for the period commencing July 1, 2023 and ending June 30, 2024. **MC Roadhouse ILC**, Matthew Roadhouse, W160N10544 Old Farm Rd, **Swingtime**, W197N10340 Appleton Ave.
- B. The following has applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023 and ending June 30, 2024. **Metro Cigars, LLC** N102W19455 Willow Creek Way; Agent Jennifer Groh; d/b/a Metro Cigars
- C. The following has applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023 and ending June 30, 2024. **JK GAM LLC** W140N10305 Fond Du Lac Avenue; Agent Jon Gamroth; d/b/a Gamroth's Kuhburg Junction
- D. The following have applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023, and ending June 30, 2024: **Veracruz WI LLC**, Charles Hastings, Agent, W112 W16344 Mequon Road, d/b/a Veracruz WI LLC, W112 W16344 Mequon Road
- E. The following has applied to the Village Board of Germantown, Washington County, Wisconsin, for **RENEWAL** of a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023 and ending June 30, 2024. **Marko's Pizza II, INC** W156N9664 Pilgrim Rd; Agent Ken A Ubert; d/b/a Marko's Pizza
- F. The following has applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for an **ORIGINAL** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023 and ending June 30, 2024. **Brama's Pizzeria, LLC**, N112W16700 Mequon Road, Brama's Pizzeria, Agent Carrie Wegner
- G. The following has applied to the Village Board of the Village of Germantown, Washington County, Wisconsin, for an **ORIGINAL** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the period commencing July 1, 2023 and ending June 30, 2024. **The Goose is Loose LLC**, W187N12793 Fond du lac Avenue, d/b/a TBA, Agent Peter Skodras
- H. Acceptance of the CVMIC Dividend of \$1,675

- I. Acceptance of the Liability Insurance Proposal from Cities & Villages Mutual Insurance Company and to Continue Membership in CVMIC for Policy Years 2025 and 2026 Based on the Premium Guarantees Presented
- J. A Resolution Disallowing the Claim of Mark and Jacqueline Formanek for Automobile Damage

VI. ADJOURNMENT:

President Wolter adjourned at 6:57 p.m.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Well #7 MCC/VFD Change Order

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

By direction of the PWC back at the Aug 2nd meeting, it was required that J Miller Electric would pay \$4,000.00 out of the \$11,356.00 needed to purchase a NEMA cabinet to finish the complete installation of the VFD. The attached signed change order attests to that change requirement.

ATTACHMENT:

1. Well #7 Change Order Proposal
2. Signed Change order-NEMA cabinet

RECOMMENDATION:

Staff recommends approval of J Miller Electric covering \$4,000.00 and the Village will cover \$7,356.00. Change order amount covered by the Water Utility will be \$7,356.00 from account #50-180-182-3900

ACTION BY Committee:

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.



J. MILLER ELECTRIC, INC.

ELECTRICAL CONTRACTOR SINCE 1963

512 S. Park Street, PO Box 587 Port Washington, WI 53074

Phone: 262-284-2646 • Fax: 262-284-6282

Change Order Proposal

7/24/2023

ATTN: Eve Schnell

Engineer: Foth Infrastructure & Environment, LLC.

Project: Wellhouse No. 7 Electrical Improvements

I am pleased to offer the following work for your consideration:

- CTW supplied Mitsubishi VFD Cost Increase
 - CTW base bid VFD \$14,023.00 (Quote attached)
 - CTW properly quoted VFD \$25,379.00 (Quote attached)
 - Total CTW price increase included in net price below \$11,356.00
- Labor to disconnect and relocate existing MCC section with VFD
 - Utilize existing MCC end panels on existing VFD section
- Provide and install additional junction box to accommodate new VFD
- Provide and install mechanical lugs in existing MCC section
- Mobilization
- JME labor \$4,500.00
- JME material \$747.00
- Excludes:
 - Existing VFD troubleshooting and programming
 - OT labor
 - Housekeeping pad

The above design and scope of work is confidential and proprietary to J. Miller Electric, Inc.
I will proceed with the above based on a net price of \$16,603.00. (Taxes NOT included in net price)
Prices firm for acceptance within 30 days of quotation. Commodities pricing subject to change.

Justin Miller
Vice President
J. Miller Electric, Inc.

SECTION 00 63 62
CHANGE ORDER

No. 2

Date of Issuance: August 17, 2023	Effective Date: August 17, 2023
Owner: Village of Germantown	Owner's Contract No.:
Contractor: J Miller Electric, Inc.	Contractor's Project No.:
Engineer: Foth Infrastructure & Environment, LLC	Engineer's Project No.: 21G018.01
Project: Well House No. 7 Electrical Improvements	Contract Name: Well 7

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

Description: This change order documents the additional cost for incorporating the required VFD enclosure into the project. Only a portion of the cost presented is being contributed by the Village of Germantown; the remainder will be contributed by J Miller Electric. The Village portion is \$7,356.00 as reflected in this change order. The J Miller portion is \$4,000.00

Attachments: *Change order proposal presented by J Miller Electric, Inc.*

All increases to contract price shall include costs for bonding and insurance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 158,258.00	Original Contract Times: Substantial Completion: <u>April 25, 2024</u> Ready for Final Payment: <u>May 25, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>190 days</u> Ready for Final Payment: <u>188 days</u> days
Contract Price prior to this Change Order: \$ 158,258.00	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2024</u> Ready for Final Payment: <u>November 29, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 7,356.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days or dates
Contract Price incorporating this Change Order: \$ 165,614.00	Contract Times with all approved Change Orders: Substantial Completion: <u>November 1, 2024</u> Ready for Final Payment: <u>November 29, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Eve Schindler</u>	By: <u>Paul Naegele</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>SUPERINTENDENT</u>	Title: <u>Vice President</u>
Date: <u>August 17, 2023</u>	Date: <u>8/24/23</u>	Date: <u>8/23/2023</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Resolution

ITEM TITLE: Resolution to Allow on Street Parking on the South Side of Freistadt Road and to Amend the Official Traffic Map to Reflect the Same

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

The south side of Freistadt Road is currently posted “no parking” from Park Avenue east to Pilgrim Road. A rise in special events taking place within Firemen’s Park has necessitated additional parking in the vicinity during such special events. Event coordinators have made a request to the Police Department to allow for additional parking along the south side of Freistadt Road, which has been approved in most, if not all, cases. Once approved, Public Works crews bag the no parking signage, so that they are not visible. This process has taken place for the entirety of the last several special event seasons. Some of the events needing the extra space include: Concerts in the Park, Music at the Pavilion, July 4th celebration, Taste of Germantown, and National Night Out.

Most of the “no parking” signage and posts in this area are showing their age and are in need of replacement. Prior to replacing these signs, discussion took place between Public Works and the Police Department to determine their necessity. Staff determined that on most days, there is very little need for, or use of parking spaces in this area. If we are “allowing” additional parking during high volume special events, perhaps the no-parking signage itself isn’t needed at all. Public Works staff would prefer to use the signage maintenance budget on projects that bring more value within the community. Removing the signage would also save time for crews to bag and unbag the signage annually. Attached is a map outlining an area in which staff would recommend the removal of the “no parking” signage that is currently in disrepair. Please note that this change would not affect the over-night parking restriction that covers the entire village.

ATTACHMENT:

1. Resolution re Parking Freistadt
2. Freistadt Road Parking Maps

RECOMMENDATION:

Staff recommends the removal of most “no parking” signage along the south side of Freistadt Road as outlined on the attached map. If approved, please note that “no parking” signage would remain in place along the south side of Freistadt Road directly in front of the VFW memorial. All other “no parking” signage shall be removed.

ACTION BY Committee:

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.

RESOLUTION NO. ____-2023

RESOLUTION TO ALLOW ON STREET PARKING ON THE SOUTH SIDE OF
FREISTADT ROAD AND TO
AMEND THE OFFICIAL TRAFFIC MAP TO REFLECT THE SAME

WHEREAS, Wis. Stat. § 349.13 authorizes municipalities to regulate the stopping, standing and parking of vehicles upon streets and highways within their corporate limits; and

WHEREAS, the Village Board, having previously adopted § 7.05 of the Municipal Code of Germantown, regulates the stopping, standing and parking of vehicles upon the streets and highways within the Village; and

WHEREAS, the Village Board previously adopted an Official Traffic Map dated November 1, 1988 which identifies, among other things, locations where stopping, standing and parking are prohibited within the Village; and

WHEREAS, the Village's Public Works and Highways Committee unanimously recommended that stopping, standing and parking be prohibited on certain areas of the South side of Freistadt Road between Park Avenue and Pilgrim Road; and

WHEREAS, the regulation of parking within the Village promotes the health, safety and welfare of the Community;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin, that the stopping, standing or parking of vehicles in the following area is allowed:

The south side of Freistadt Road between Park Avenue and Pilgrim Road
except for the western-most 150 feet in front of the VFW Memorial.

BE IT FURTHER RESOLVED that the Official Traffic Map of the Village of Germantown, as kept by the Chief of Police pursuant to § 7.02 of the Municipal Code of Germantown, is hereby amended to reflect the change noted above.

Introduced by Trustee:

Adopted:

Vote: Ayes: ____

Nays: ____ Absent: ____

RESOLUTION NO. ____-2023
Page 2

Dean M. Wolter, Village President

ATTEST:

Donna S. Cox, Village Clerk

CURRENT PARKING



PROPOSED PARKING



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Department of Transportation Proposed Rehabilitation of Holy Hill Interchange

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. PWHC_Holy Hill Interchange 230906
2. DOT WI167 Holy Hill Road Operations Summary 230822

RECOMMENDATION:

ACTION BY Committee:

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

MEETING DATE: September 6, 2023

AGENDA ITEM: New Business

ITEM TITLE: Department of Transportation Proposal for Holy Hill Road Interchange Rehabilitation

SUBMITTED BY: Steven R. Kreklow- Village Administrator

SUMMARY EXPLANATION:

Village staff have been in discussions with the Department of Transportation (DOT) for several years regarding improvements to the State's Holy Hill Interchange on Interstate 41. Initially the DOT had planned to repave the Holy Hill overpass in its current configuration this summer along with the other I-41 overpasses in Germantown. However due to the amount of development near the Holy Hill overpass, they delayed the repaving to study traffic impact analysis and review alternatives for accommodating additional traffic. As a result of that review and analysis, the DOT has presented the Village of Germantown with two alternatives for improvements to the interchange.

Alternative 1 is a scheduled rehabilitation which would keep the superstructure of the bridge over the interstate but would reconfigure the deck of the bridge to include two lanes in both directions and traffic signals at each end. Lanes would also be added to the exit and entrance ramps in both directions. DOT projects this alternative will provide for adequate traffic flow for the interchange, with minimal wait times even at full development of the surrounding area in both Germantown and Richfield. In addition, this alternative would keep the existing bridge superstructure which has at 20-30 years of additional useful life. This alternative would cost \$6.5 million and the DOT would pay the full project cost.

Alternative 2 is the full reconstruction of the interchange. The existing bridge would be demolished and replaced with a new bridge with two lanes in both directions and traffic signals at each end. Lanes would be added to the exit and entrance ramps in both directions. DOT projects this alternative would offer slight improvements to traffic flow during peak traffic times at full development of the surrounding area in Germantown and Richfield. For example, the wait time for a vehicle traveling north bound on I-41 to go east on Holy Hill Road would have a wait of 38 seconds at the top of the exit ramp compared to a wait of 43 seconds under the rehabilitation alternative. A vehicle traveling west bound on Holy Hill Road to north bound I-41 would have a wait of 27 seconds to get on the northbound ramp compared to a wait of 51 seconds under the rehabilitation alternative. The full reconstruction alternative would cost \$15.3 million. The DOT would pay \$6.5 million, while the Village of Richfield and the Village of Germantown would have to pay a total of \$8.8 million.

DOT staff is recommending Alternative 1 and would like to schedule the project for 2028/29 biennial budget. DOT has requested that the Village Board review the alternatives and take adopt a motion approving one of them. I have reviewed the alternatives with the Interim Public Works Director, the Buildings, Highways, Parks & Grounds Superintendent, and the Community Development Director and staff recommends alternative 1, the rehabilitation of the interchange.

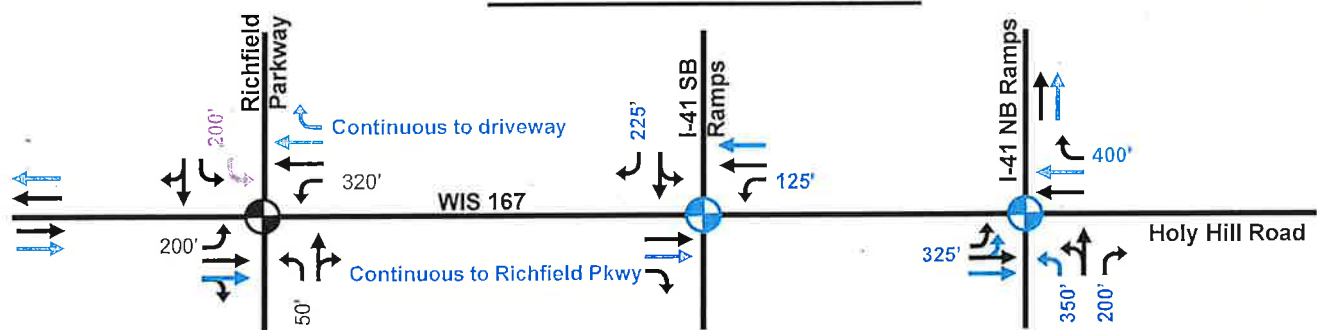
ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X _____

RECOMMENDATION:

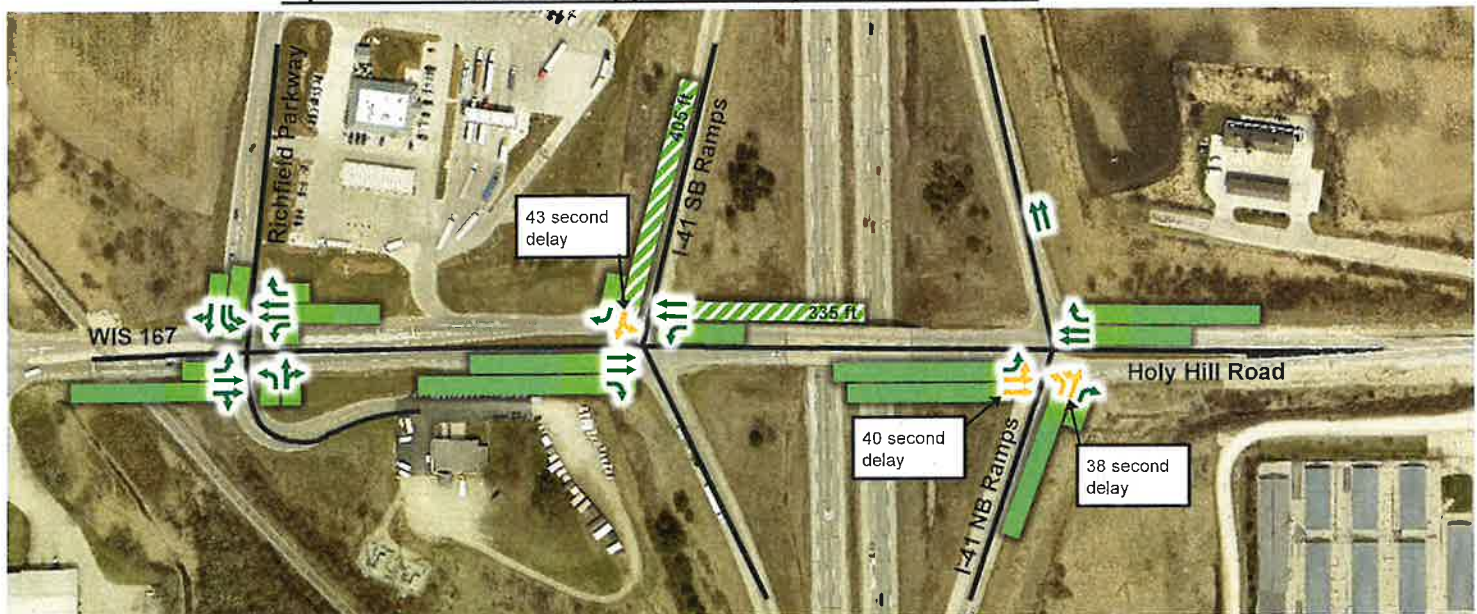
Approve a motion to recommend the Village Board adopt alternative 1 from the Department of Transportation, the rehabilitation of the Holy Hill interchange.

COMMITTEE ACTION:

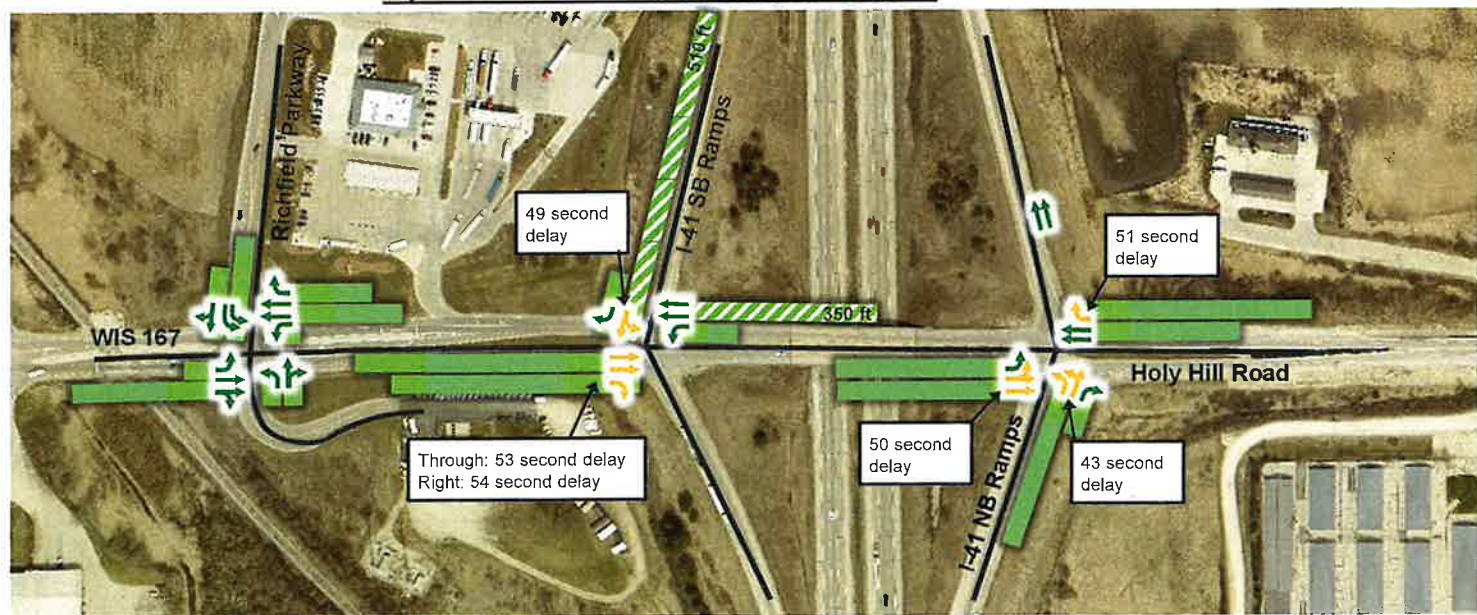
Scheduled Rehabilitation



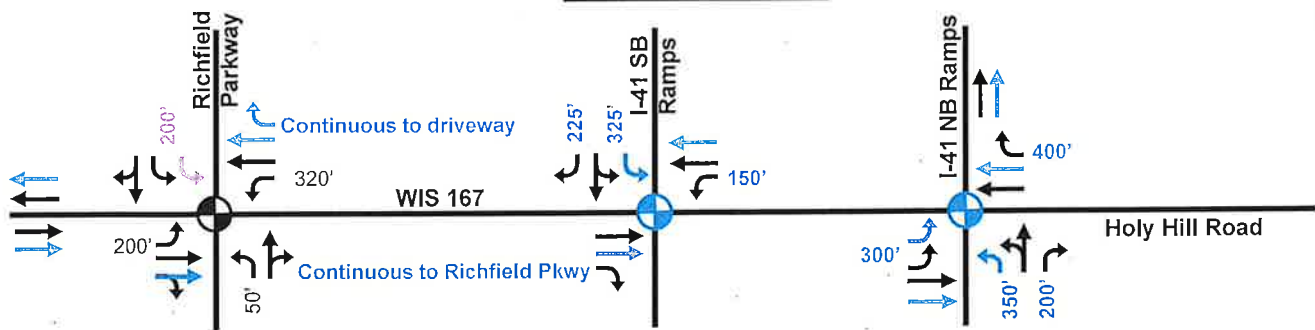
Operational Results: approximately 75% developed



Operational Results: 100% developed



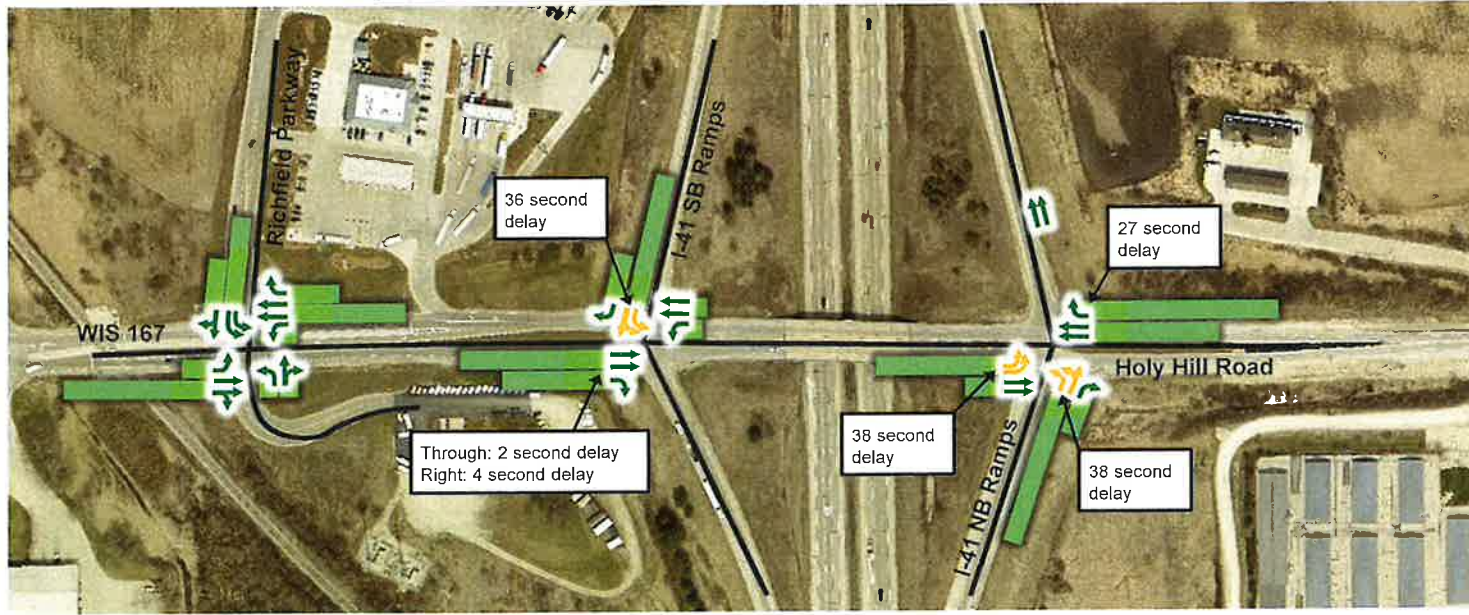
Reconstruction



Operational Results: approximately 75% developed



Operational Results: 100% developed



Legend

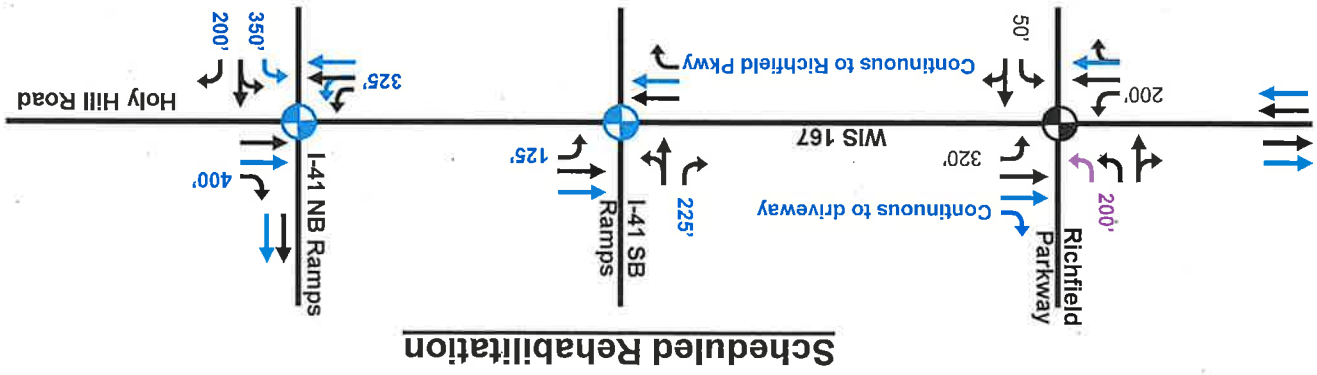
- = LOS C or better (<35 seconds) - acceptable
- = LOS D (35-55 seconds) - acceptable
- = LOS E or F (>55 seconds) - unacceptable

- = 95th percentile backup accommodated
- = 95th percentile backup blocks adjacent turn lane storage
- = 95th percentile backup exceeds available space/storage

- ⦿ = Traffic Signal
- = Proposed improvement
- = Proposed improvement to be installed by Richfield when needed per MOU agreement

**WIS 167 Holy Hill Road
Operations Summary**

Exhibit
1



Scheduled Rehabilitation

Operational Results: approximately 75% developed

Intersection	Traffic Control	Eastbound						Westbound						Southbound					
		Parameter			Parameter			Parameter			Parameter			Parameter			Parameter		
		LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
		LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft
WIS 167 & Richfield Parkway	Traffic Signal	B	12.7	60	B	12.9	245	B	10.3	16.1	B	10.6	32.3	B	12.0	100	C	21.9	100
I-41 SB Ramps & WIS 167	Traffic Signal	—	—	—	B	13.4	350	C	20.3	100	C	33.6	406	D	43.3	90	C	30.6	90
I-41 NB Ramps & WIS 167/ Holy Hill Rd	Traffic Signal	C	32.5	305	D	39.9	270	C	37.5	255	C	37.5	255	C	37.5	255	C	37.5	255
Level of Service (LOS) per Movement by Approach																			

Intersection	Traffic Control	Eastbound						Westbound						Southbound					
		Parameter			Parameter			Parameter			Parameter			Parameter			Parameter		
		LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
		LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft
WIS 167 & Richfield Parkway	Traffic Signal	B	14.8	75	B	15.6	275	B	15.2	23.8	B	14.5	31.9	B	165	115	C	21.3	115
I-41 SB Ramps & WIS 167	Traffic Signal	—	—	—	D	53.6	400	A	19.1	1.6	—	—	—	D	49.4	28	C	34.5	95
I-41 NB Ramps & WIS 167/ Holy Hill Rd	Traffic Signal	C	32.6	305	D	49.5	300	C	30.5	280	C	30.5	285	C	30.5	285	C	30.5	285
Level of Service (LOS) per Movement by Approach																			

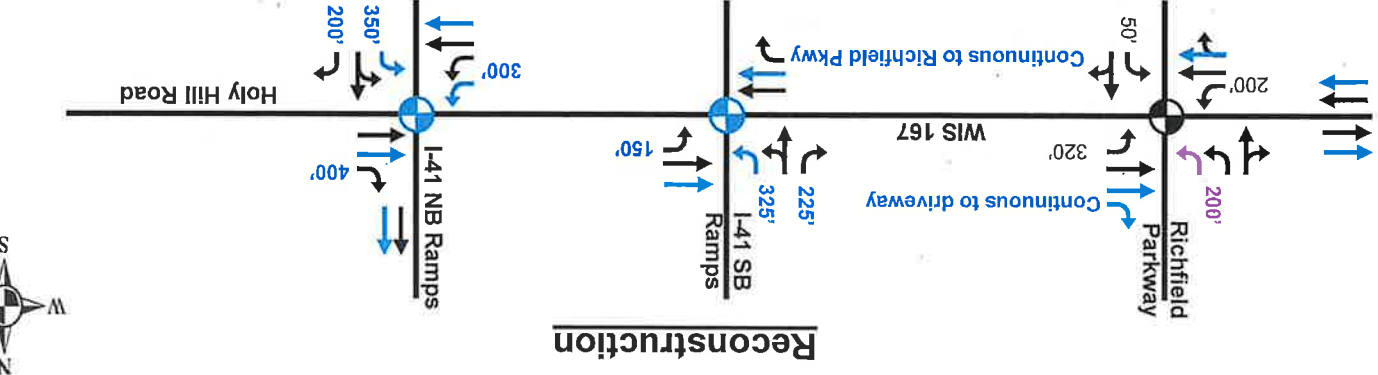
Operational Results: 100% developed

Legend

LOS C or better (<35 seconds) - acceptable
LOS D (35-55 seconds) - acceptable
LOS E or F (>55 seconds) - unacceptable

95th percentile backup accommodated
95th percentile backup blocks adjacent turn lane storage
95th percentile backup exceeds available space/storage

Traffic Signal
Proposed improvement
Proposed improvement to be installed by Richfield when needed per MOU agreement



Reconstruction

Operational Results: approximately 75% developed

Intersection	Traffic Control	Eastbound						Westbound						Southbound					
		Parameter			Parameter			Parameter			Parameter			Parameter			Parameter		
		LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
		LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft	LOS	Delay, sec	Queue, ft
WIS 167 & Richfield Parkway	Traffic Signal	B	11.1	60	B	12.9	245	B	10.3	16.1	B	10.6	32.3	B	12.0	100	C	21.9	100
I-41 SB Ramps & WIS 167	Traffic Signal	—	—	—	A	15.3	195	A	15.3	100	A	15.3	100	C	34.4	200	C	34.2	100
I-41 NB Ramps & WIS 167/ Holy Hill Rd	Traffic Signal	D	35.6	185	A	0.3	80	C	35.1	220	C	35.1	220	C	35.1	220	C	35.1	220
Level of Service (LOS) per Movement by Approach																			

Operational Results: 100% developed

WIS 167 Holy Hill Road
Level of Service Tables

Exhibit 2

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: State Municipal Funding Agreement for Wisconsin Highway 167
from Interstate 41 to Wisconsin Highway 145

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. PWHC_State Funding Agreement Hwy 167 230906

RECOMMENDATION:

ACTION BY Committee:

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

MEETING DATE: September 6, 2023

AGENDA ITEM: New Business

ITEM TITLE: State Municipal Funding Agreement for Wisconsin Highway 167 from Interstate 41 to Wisconsin Highway 145

SUBMITTED BY: Steven R. Kreklow- Village Administrator

SUMMARY EXPLANATION:

The Wisconsin Department of Transportation (DOT) is planning a rehabilitation project for Wisconsin Highway 167 from Interstate 41 to Wisconsin Highway 145 – Fondu Lac Avenue. The project is currently scoped as a preservation resurfacing project. This would involve the removal of and replacement of 3” of asphalt, along with a review of curb ramps for ADA compliance, upgrade of signal equipment if necessary, restriping and signing, and other necessary maintenance items. The project does not include removal of curb and gutter unless condition warrants and does not change the footprint of the highway unless safety data indicates it necessary. The project will review gaps in sidewalk for possible connections on a cost share basis. Design for the project would begin in 2024 and continue until the project is bid in 2028. Construction would be anticipated in 2029-30.

The estimated total project cost is \$9,485,000. Of this amount, Federal and State funds would cover \$9,205,000 while the Village would be responsible for \$280,000, which represents 25% of the design costs. If approved, this funding would have to be included in the Village’s Capital Improvement Budget.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

RECOMMENDATION:

Approve a motion to forward this agreement to the Village Board with a positive recommendation.

COMMITTEE ACTION:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: GFD Portable Radio Purchase

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. GFD XL Harris Radio
2. GFD Portable Radio Summary
3. GFD XL Harris Microphone

RECOMMENDATION:

ACTION BY Committee:



CARRY CONFIDENCE WITH YOU

Ultra-reliable critical communications
designed by and for those on
the front lines.





RADIOS THAT ARE ALL IN ON YOUR MISSION

When your mission is critical, you need a connection you can count on. At L3Harris, we do whatever it takes to deliver on that. From delivering the first converged Land Mobile Radio (LMR) with LTE, to developing the most heat-resistant radio on the market, we're continuously improving our solutions to keep pace with your needs. With roots in national defense, mission critical is in our DNA.

BUILT FOR YOUR MISSION

From police and fire to utilities, transportation and education, every detail is built with your mission in mind.

RELENTLESSLY RELIABLE

We design systems for redundancy and champion open networks so you can connect in ways others can't.

POINT-TO-POINT SECURITY

Our intrinsically secure configurations are ironclad, keeping your systems safe from threats

ALL-IN, 24/7 SUPPORT

Choose from a portfolio of service packages that will keep your radios up and running with preventative maintenance and automatic software upgrades.

Industry-leading options for advanced connectivity through LTE, Bluetooth, Wi-Fi, GPS and phone-app based radios

Reliable P25-compliance for seamless connection to other P25 networks

Loud, clear audio that pierces through noisy environments

Multiple encryption options to keep communications secure

Rugged construction to meet intrinsically safe and multiple MIL-SPEC standards for immersion and flammability

Compact and lightweight with long-life battery

Simple interfaces and ergonomic design for easy operation



THE XL SERIES OF DEVICES

Forged on the battlefield and ready for whatever your work demands, these ultra-reliable radios were designed by and for those on the frontlines.



XL EXTREME™ SERIES

RUGGED AND READY
FOR ANYTHING



XL CONVERGE™ SERIES

COMMUNICATE
WITHOUT LIMITS



XL CONNECT™ SERIES

FLEXIBLE.
AFFORDABLE.
UNSTOPPABLE.



XL ONBOARD™ SERIES

ULTRA-RELIABLE,
ROAD-READY RADIOS



XL VIRTUAL™ SERIES

PUSH-TO-TALK
POWER WITHOUT
THE HARDWARE

XL EXTREME™ SERIES

RUGGED AND READY
FOR ANYTHING

You don't flinch in the
face of danger. Neither
should your radio.



Built for high-heat and potentially
explosive environments

Personal hotspot
for capturing and
communicating
critical data

Certified to comply
with NFPA 1802

Intuitive display
and large,
glove-friendly
keypad

Rugged construction
for extreme wear
and tear

XL CONVERGE™ SERIES

COMMUNICATE
WITHOUT LIMITS

A radio you can rely on, no matter
where the mission may take you.

LTE-capable,
P25 radios

Built to operate in
harsh conditions

Long battery life
and ergonomic,
glove-friendly design

Crystal clear audio,
advanced noise
cancellation, and
advanced data sharing

XL CONNECT™ SERIES

**FLEXIBLE. AFFORDABLE.
UNSTOPPABLE.**

Uncompromising communications, tailored to your needs, and fit for your budget.

GPS, Bluetooth,
and instant recall

Wi-Fi enabled voice and
device management

Encrypted voice
and data for secure
communications

Intuitive, easy-to-use,
and ergonomic design

XL ONBOARD™ SERIES

ULTRA-RELIABLE,
ROAD-READY RADIOS

When your mission requires you to be mobile, you need a flexible, high-powered, radio that can move with you.

Field upgradeable
LTE and broadband
hotspot capabilities

Packs all major
LMR bands into one
compact radio.

Loud and clear audio
and an intuitive display

Modular design offers flexible
mounting configurations for
a variety of vehicles



XL VIRTUAL™ SERIES

PUSH-TO-TALK POWER WITHOUT THE HARDWARE

Experience the reliability, security and simplicity of an LMR network on your smartphone, tablet, and PC.

Locate and track availability of in-field staff

Share up-to-the moment voice and data at the touch of a button

Stay connected anywhere Wi-Fi or cell service is available

Public safety-grade encryption to keep communications secure

ALL IN ON YOUR MISSION

When you need critical comms without compromise, count on us. L3Harris' tailor-made solutions are redefining reliability for hardworking heroes everywhere.



Contact your sales
rep or visit us online
to learn more.

L3HARRIS.COM

FAST. FORWARD.

THE XL SERIES OF DEVICES

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L3HARRIS®

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

MEETING DATE: September 6, 2023

PLACEMENT: Action Item

ITEM TITLE: Portable Radio Purchase

SUBMITTED BY: John Delain, Fire Chief

SUMMARY EXPLANATION:

We are looking to purchase 4 portable radios and 14 microphones.

- As radios age we are having periods without available radios.
- New Radios include a microphone.
- Due to new NFPA requirements Harris has discontinued our current microphones.
- Several broken or out of service microphones have prompted the replacement of 14 microphones.
- The purchase of 14 will keep the microphones consistent. While operating in 0 visibility conditions, having consistency in operation is critical.
- Several additional safety features while members are operating in immediately dangerous to life and health (IDLH) environments.

I have included an invoice estimate from General Communications (GenComm) in the amount of \$35,599.53. GenComm has been utilized for many Fire Department projects and are familiar with our operations and needs.

ATTACHMENT:

1. Invoice estimate from General Communications
2. Harris XL 200 Brochure
3. Harris Extreme Duty Microphone Brochure

RECOMMENDATION:

Approve purchase of the 4 portable radios and 14 additional microphones in the amount of \$35,599.53 from account 40-522-570-8520.

ACTION BY Committee:

XL EXTREME™ SPEAKER MICROPHONE

It knows no boundaries

The NFPA compliant XL Extreme Speaker Microphone meets or exceeds the new national standard for RF devices operating in extreme environments. Tested for safe operation in extreme temperatures, immersion, and impact, the Extreme Speaker Mic includes features requested by emergency first responders to deliver unshakeable performance in the most demanding situations.

GENERAL	
Parameter	Specification
Dimensions (head only)	4.76 x 2.91 x 1.85 in (121 x 74 x 47 mm)
Weight (full kit)	8.5 oz (241 g)
Color	High-visibility Green, Black
Power Source	Radio
Emergency Button	Yes, Illuminated
Hot Microphone	Yes
Noise Cancelling	Supported
Clip	360° rotating, with positive detents every 45°

MICROPHONE	
Parameter	Specification
Type	Micro Electrical Mechanical System (MEMS)
Sensitivity	Fully Lossless Digital Microphone
Distortion (THD)	<5%, Wideband
Noise Cancellation	3 Microphone Adaptive Noise Suppression Algorithm
Frequency Range	300 Hz - 4 kHz

SPEAKER	
Parameter	Specification
Diameter	1.77 in (45 mm) High Temperature
Rated Output Level	4W max (1.5W rated)
Speech Loudness@ 12" (300mm)	105 Phon
Distortion (THD)	<10%
Sound Pressure Level	101 dBspl maximum

CONTROLS	
Parameter	Specification
Top	International Orange, 16 Position Channel
Side	PTT (Programmable), Option (Programmable)
Front	Rectangular Flashlight Switch
Volume	Up/Down Ramp Switch
Strobe	1 Strobe Light Control (Front Facing)
PTT Operations	1 Million nominal



CERTIFIED TO NFPA 1802 STANDARDS

KEY BENEFITS

- > Full functionality at 500°F (260°C) for over 5 minutes
- > Certified for full immersion operation at five meters for two hours
- > UL rated for C1D2 hazardous locations
- > Large top mounted emergency button and channel selector
- > Visual Zone Indication via LEDs
- > Ambient Temperature Sensor
- > Easy access Hi/Lo volume control; defaults to Hi on Power Up
- > Proprietary active noise cancellation for clear, crisp audio
- > Directs audio up toward the user
- > Glove-friendly controls for zero visibility situations



COILED CABLE

Parameter	Specification
Flex Life	60,000 Cycles Minimum (90°)
Pull Strength	40 lbs. (18.14 kg)
Cable Length	35 in (889 mm) extended, shielded
Accessory Connector Case	High Temperature Structured Resin

ENVIRONMENTAL

Parameter	Specification
Operating Temperature	-22°F to 203°F (-30°C to 95°C)
Storage Temperature	-40°F to 257°F (-40°C to +125°C)
Humidity	90%-95% Relative Humidity at 30 C and 60°C for 240 hours
ESD	IEC-61000-4-2 +/-15kV
Dust Resistance	IP6X (5m, 4 hours)
Water Resistance	IPX8 (5m, 4 hours)
Work When Wet	Yes

HAZARD ZONE

Parameter	Method
Audio Speech Quality	Perceptual Objective Listening Quality Analysis performed and pass after all testing listed below
Heat and Immersion Leakage Resistance	350°F (177°C) for 15 minutes, water immersion 4.9ft (1.5m) for 15 minutes. Repeated 6 times
Vibration Resistance	Vibrated for 3 hours, 1" (25mm) orbital path at 250 rpm
Corrosion	48-hour salt spray. 48-hour 50% humidity chamber
High Temperature Functionality	500°F (260°C) for 5 minutes
Heat and Flame	203°F (95°C) for 15 minutes, 10 seconds 950°C (1742°F) direct flame
Product Label Durability	Label examination post heat and immersion test, corrosion test, high temperature test
Cable Pull Out	40 lbf (156 N)
Case Integrity	442 lb. (200 kg) compression load, 1 minute, all 4 faces
Water Drainage	Water is introduced into all openings, indentations, and grills until water overflows, without audio degradation
Tumble	3hrs, 15 RPM, Tumble Test in 46" Metal Drum. (2,700 total rotations)
Electronic Temperature Stress	Devices are operated after temperature exposure of -4°F (-20°C) for 4 hours, and +160°F (+71°C) for 4 hours
HazLoc	Class I, Division 2 - Groups A, B, C, D (Pending)
NFPA Rating	1802

XL Extreme™ Remote Speaker Microphone

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1025 W. NASA Boulevard
Melbourne, FL 32919

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: GFD Purchase of Hydraulic Extrication Tools

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Hurst Ram
2. Hurst Spreader
3. GFD Hyd Tool QUOTE
4. 090623 GFD Hydraulic Tools
5. Hurst Cutter

RECOMMENDATION:

ACTION BY Committee:

R 522 E3 RAM

PART #: 274886000-1 (TOOL ONLY)
274886000-9 (9AH PACKAGE)



THERE'S NO MATCH FOR THIS BOLD RAM.

The new R 522 E3 ram performs brilliantly on land and off. With up to 59.2 inches of extension in length, you'll have plenty of space to perform an efficient rescue in a limited time. This cordless ram is your go-to for all kinds of rescue missions – land or water, salt or fresh.

TECHNICAL SPECIFICATIONS

- Length Retracted: 24.7 in / 627 mm
- Length Extended: 59.2 in / 1,503 mm
- Width: 5.51 in / 140 mm
- Height: 12.9 in / 327 mm
- Weight (w/o battery): 44.8 lbs / 20.3 kg
- Stroke (Piston 1): 17.8 in / 451 mm
- Stroke (Piston 2): 16.7 in / 425 mm
- Stroke Overall: 34.5 in / 876 mm
- HSF Piston 1: 28,600 lbs/127 kN
- HSF Piston 2: 13,500 lbs/60 kN
- NFPA 1936 2020 Compliant: Yes
- IP Rating: IP58

ACCESSORIES

Rescue Batteries:

Part number:
9Ah EWXT/E3 rescue battery – 90-53-15
9Ah E3 Saltwater battery – 90-53-18

Quick Kick Ram Support:

Part number: 247R028

FEATURES AND BENEFITS

- Durable in fresh and salt water with its watertight design
- Smart dashboard displays live visual tool feedback
- Power levels and battery charge status at a glance
- Detects and reveals when a saltwater-capable battery has been installed
- New turbo function allows for a faster rescue
- Brushless DC electrical motor runs efficiently with a high performance for a long battery life
- Quieter
- Two LED lights illuminate the front of the tool
- Large waterproof battery (9Ah) with IP68 protection class
- Sharp claws that rotate 360 degrees

SP 555 E3 SPREADER

PART #: 271855000-1 (TOOL ONLY)
271855000-9 (9AH PACKAGE)

A SPREADER THAT STOPS AT NOTHING.

Our new E3 spreader is more efficient than ever. Its light weight and small size make this tool a great option when you need to act fast. Combine these features with its smart dashboard, and this spreader is unstoppable. When lives are on the line, you need enhanced performance. Rescues can't wait. And neither can you.

TECHNICAL SPECIFICATIONS

- Length: 36.3 in / 923 mm
- Width: 10.4 in / 265 mm
- Height: 9.96 in / 253 mm
- Weight: 43.9 lbs / 19.9 kg
- Spreading Distance: 28.7 in / 730 mm
- Max Spreading Force: 147,924 lbs / 658 kN
- Max Pulling Force: 13,039 lbs / 58 kN
- NFPA HSF: 16,186 lbs / 72 kN
- NFPA LSF: 11,016 lbs / 49 kN
- NFPA HPF: 10,341 lbs / 46 kN
- NFPA LPF: 6,295 lbs / 28 kN
- NFPA 1936 2020 Compliant: Yes
- IP Rating: IP58

ACCESSORIES

[See pg 16 for a full accessory listing]

Rescue Batteries:

Part number:
9Ah EWXT/E3 rescue battery – 90-53-15
9Ah E3 Saltwater battery – 90-53-18

Chain Set:

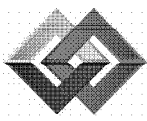
Part number: 81-67-20

Peeling Tips:

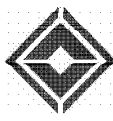
Part number: 81-67-22

FEATURES AND BENEFITS

- Watertight design durable in fresh and salt water
- Smart dashboard displays live visual tool feedback
- Power levels and battery charge status at a glance
- Detects and reveals when a saltwater-capable battery has been installed
- New turbo function allows for a faster rescue
- Single integrated cylinder body design
- Squeezing plates built into the arms
- "Shark Tooth" removable tips offer multifunctional design, with four rows of shark-like teeth for maximum performance and gripping
- Package comes with two li-ion rechargeable batteries and one charger
- If needed, you can plug it in for unstoppable power with a 110V adapter



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

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

Ship To: VILLAGE OF GERMANTOWN FD STATION
N115W18752 EDISON DR
GERMANTOWN, WI 53022

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

Attention: BOB ASMONDY

Branch 16 - DELAFIELD, WI		
Date 07/20/2023	Time 15:18:30 (O)	Page 1
Account No GERMA008	Phone No 2625024701	Est No 01 012267
Ship Via		Purchase Order QUOTE
Tax ID No		
		Salesperson 373 / 349

ESTIMATE EXPIRY DATE: 08/19/2023

QUOTE - ORDER ACKNOWLEDGEMENT

Part#	Description	U	Qty	Price	Amount
272889000-9.PROMO.4-23	HURST S789E3		1	12216.41	12216.41
	HURST EDR S789 E3 CUTTER PKG				
	INCLUDES:CUTTER, CHARGER				
	AND 2-9AH BATTERIES				
271855000-9.PROMO.4-23	HURST SP555E3		1	13213.30	13213.30
	HURST EDR SP555 E3 SPREADER PKG				
	INCLUDES:SPREADER, CHARGER				
	AND 2-9AH BATTERIES				
274886000-9.PROMO.4-23	HURST R522E3		1	9703.00	9703.00
	HURST EDR R522 E3 RAM PKG				
	INCLUDES:RAM, CHARGER				
	AND 2-9AH BATTERIES				
HUR4X4R	MINI BULLDOZER		1	472.93	472.93
	Mini Bulldozer Fire Anodized Red with				
	Powered Coated Blue Stainless Steel				
	Teeth 3/16" Thick Replaceable.				

Subtotal: 35605.64

Tax: .00

TOTAL: 35605.64

Authorization: _____

Return/Exchange Policy

Returns/Exchanges are accepted within 30 days of the purchase date on stock items in original, re-sellable packaging, with tags. No writing is allowed on the packaging. Please contact our Inside Sales Support Team at 800-615-6789 for a Return Authorization Number. A copy of the Return Authorization Form should accompany the return. We will not accept returns without a Return Authorization Number. A credit will be issued after a full product inspection is complete on an eligible return. Returns are subject to a 25% restocking fee, which we may waive for exchanges. Purchaser is responsible for freight. Unfortunately, all special orders, custom items, and SCBA cylinders are non-returnable. Other restrictions may apply. MacQueen Emergency reserves the right to refuse returns not received in the 30-day return period.

Visit Us Online
www.MacQueenGroup.com

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

MEETING DATE: September 6, 2023

PLACEMENT: Action Item

ITEM TITLE: Extrication Tool Purchase

SUBMITTED BY: John Delain, Fire Chief

SUMMARY EXPLANATION:

We are looking to upgrade and purchase battery operated hydraulic extrication tools. These tools are more versatile, stronger, and portable. They will replace a current set that is over 10 years old and has failed on multiple occasions. These tools are critical during vehicle accidents when a patient needs to be extricated. Several brands of tools have been demo tested over the last 2 years and the Hurst brand from Macqueen Equipment was the selected tools.

I have attached the quote estimate from Macqueen Emergency Equipment in the amount of 35,605.64. This is to come from fund 40-522-570-8520.

ATTACHMENT:

1. Estimate from Macqueen Emergency Equipment
2. Hurst Edraulic Tool Brochure

RECOMMENDATION:

Approve purchase of the electric extrication tools in the amount of 35,605.64 from fund 40-522-570-8520

ACTION BY Committee:

S 789 E3 CUTTER

PART #: 272889000-1 (TOOL ONLY)
272889000-9 (9AH PACKAGE)



TAKE A BITE WITH THESE MASSIVE JAWS.

With its monstrous bite, the S 789 E3 cutter can tackle anything in its path. Its new smart dashboard displays live visual tool feedback, providing you with more control over your rescues. And it doesn't stop there. This cutter works harder and smarter ... even under water.

TECHNICAL SPECIFICATIONS

- Length (w/o battery): 35.9 in / 912 mm
- Width: 10.5 in / 266 mm
- Height: 9.96 in / 253 mm
- Weight (w/o battery): 49.4 lbs / 22.4kg
- Cutter Opening: 8.06 in / 205 mm
- NFPA Cutter Rating: A8/B9/C8/D9/E9/F5
- NFPA 1936 2020 Compliant: Yes
- IP Rating: IP58

ACCESSORIES

Rescue Batteries:

Part number:
9Ah EWXT/E3 rescue battery – 90-53-15
9Ah E3 Saltwater battery – 90-53-18

FEATURES AND BENEFITS

- Durable in fresh and salt water with its watertight design
- Smart dashboard displays live visual tool feedback
- Roll warnings, power levels and battery charge status at a glance
- Detects and reveals when a saltwater-capable battery has been installed
- New turbo function allows for a faster rescue
- Large cutter opening at 8.06 inches
- Brushless DC electrical motor runs efficiently with a high performance for a long battery life
- Two LED lights illuminate the front of the tool
- Large waterproof battery (9Ah) with IP68 protection class

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Resolution

ITEM TITLE: A Resolution Allowing the Claim for Property Tax Refund of AGNL Dairy LLC in the Amount of \$17,131.88

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Resolution Allowing AGNL Dairy Assessment Claim
2. Claim for Refund 6.12.23

RECOMMENDATION:

ACTION BY Committee:

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. ____-2023

A RESOLUTION ALLOWING THE CLAIM FOR PROPERTY TAX REFUND
OF AGNL DAIRY LLC IN THE AMOUNT OF \$17,131.88

WHEREAS, AGNL Dairy LLC (the “Claimant”) owns the property located at N120W19000 Freistadt Road (Tax Key No. GTNV 174-989)(the “Property”); and

WHEREAS, the Property is improved with an industrial building which is assessed by the Wisconsin Department of Revenue under Chapter 70 of the Wisconsin Statutes; and

WHEREAS, the Claimant objected to the assessment of the Property with the Department of Revenue for the 2021 assessment year, and the Claimant and the Department resolved the dispute with a reduced assessment on the Property; and

WHEREAS, as a result of this reduced assessment, the Claimant paid excess tax in the amount of \$17,131.88 to the Village for the 2021 assessment year; and

WHEREAS, the terms of the settlement waived any interest on the overpayment; and

WHEREAS, the Claimant filed a claim with the Village seeking refund of the overpayment on the 2021 property assessment; and

WHEREAS, under Wis. Stat. § 70.511(2)(b), the Village is obligated to refund to Claimant the full \$17,131.88 tax overpayment for 2021; and

WHEREAS, the Village may seek to charge back the refund of excessive taxes under Wis. Stat. § 74.41.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the claim of AGNL Dairy LLC described above is hereby allowed as that term is used in Wis. Stat. § 893.80.

BE IT FURTHER RESOLVED that the Village’s Finance Director is authorized and directed to refund the excessive property taxes paid in the amount of \$17,131.88 to the Claimant and charge back the cost of such refund to the other taxation districts under Wis. Stat. 74.41.

Introduced by: _____

Adopted: _____, 2023

Vote: Ayes: _____

Nays: _____

Dean M. Wolter, Village President

ATTEST:

Village Clerk

ROBERT HILL LAW, LTD.
ATTORNEYS AT LAW

1161 WAYZATA BOULEVARD E, #399
WAYZATA, MINNESOTA 55391
E-MAIL: bob@roberthilllaw.com

GENERAL TELEPHONE: 952-426-7373

ROBERT A. HILL*
*Also Admitted in Virginia
Also Admitted in District of Columbia

CLAIM FOR REFUND/ADJUSTMENT OF 2021 PROPERTY TAXES

TO: Deanna Braunschweig, Clerk
Village of Germantown
PO Box 337
Germantown, WI 53022-0337

Re: AGNL Dairy LLC v. Wisconsin Department of Revenue
(22-MR-137)

NOW COMES AGNL DAIRY LLC ("Petitioner"), owner of real estate parcel GTNV-174989 identified as State ID No. 77-66-131-R-000036189 (the "Property") in the Village of Germantown, by its attorney and Agent-In-Fact, Robert A. Hill, 1161 Wayzata Blvd E, #399, Wayzata, MN 55391, and files this Claim with the Village of Germantown (the "City"), as authorized and directed by Wis. Stat. § 70.511(2)(b). As the basis for this Claim, Petitioner states as follows:

1. Petitioner is the owner of the Property in the City.
2. On or about April 4, 2023, Petitioner and the Wisconsin Department of Revenue ("WDOR") agreed to a settlement setting the total estimated market value of the Property for 2021 at \$10,143,000. A copy of the Settlement Agreement as well as the Stipulated Order for Judgment entered by the WDOR are attached.
3. Based on the assessment ratio of 92.2953073% the total assessed value for 2021 is \$9,361,513. Based on the 2021 effective tax rate of 1.647322%, and after the \$68.29 first dollar credit, the correct property tax imposed on the Property for 2021 is \$154,145.97.
4. As a result of the settlement and since Petitioner paid \$171,277.85, Petitioner has overpaid the 2021 property tax on the Property in the amount of \$17,131.88.
5. Under Wis. Stat. § 70.511(2)(b), the City is obligated to refund to Petitioner the full \$17,131.88 tax overpayment for 2021.

WHEREFORE, Petitioner demands payment from the City in the amount of \$17,131.88, which Petitioner is entitled under Wis. Stat. § 70.511(2)(b), **and which refund should be sent to the undersigned agent-in-fact made payable to AGNL Dairy LLC c/o Robert Hill, 1161 Wayzata Blvd E, #399, Wayzata, MN 55391.**

Dated at Wayzata, Minnesota this 12th day of June, 2023.

Very truly yours,

ROBERT HILL LAW, LTD.



Robert A. Hill

RAH/kka

Enclosures



State of Wisconsin • DEPARTMENT OF REVENUE • OFFICE OF GENERAL COUNSEL

2135 Rimrock Road, 6-173 • P.O. BOX 8907 • MADISON, WISCONSIN 53708-8907
PHONE (608) 267-7724 • FAX (608) 261-6222 • Jenine.Graves@wisconsin.gov

April 10, 2023

Via email only: Bob@roberthilllaw.com and Kari@roberthilllaw.com

Attorney Robert A. Hill
Robert Hill Law, Ltd.
1161 Wayzata Blvd. E, #399
Wayzata, MN 55391

RE: *AGNL Dairy LLC v. Wisconsin Department of Revenue*
Docket No. 22-MR-137

Dear Bob:

Enclosed please find a fully signed copy of the Stipulation and Order from the Wisconsin Tax Appeals Commission along with the Settlement Agreement.

We are closing our file at this time.

Thank you for your cooperation in resolving these matters.

Sincerely,

Jenine E. Graves
Attorney
(608) 267-7724

JEG:ajd

Enclosures

STATE OF WISCONSIN
TAX APPEALS COMMISSION

AGREE TO SETTLE:

Respondent:

STIPULATION AND
ORDER FOR DISMISSAL

Docket No. 22-MR-137

WISCONSIN DEPARTMENT OF REVENUE

Respondent:

STIPULATION

Petitioner, Aetna Life Insurance Company and Respondent, Wisconsin Department of Revenue agree and stipulate:

1. The parties have reached a Settlement Agreement and the Settlement Agreement is attached to this stipulation.

2. The Wisconsin Tax Appeals Commission may enter the attached Order for Dismissal, with prejudice, to the petition, dismissing the Petition for Review with prejudice and with costs of the petition to be paid by the respondent.

AGREE TO SETTLE:

WISCONSIN DEPARTMENT OF REVENUE

By: _____

Attorney for Respondent

By: _____

Attorney for Petitioner

Date



ORDER FOR DISMISSAL

Based on the Stipulation between the parties:

IT IS ORDERED that Petitioner's Petition for Review:

AGNL Dairy LLC v. Wisconsin Department of Revenue
Docket No.: 22-MR-137

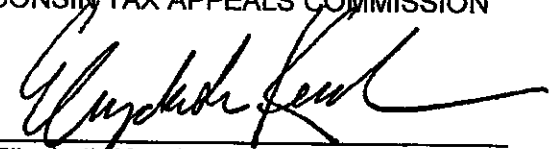
is dismissed with prejudice without costs and attorney fees awarded to any party.

Any scheduled proceedings on the Commission's calendar regarding this docket are hereby cancelled.

Dated at Madison, Wisconsin, this 6TH day of APRIL, 2023.

WISCONSIN TAX APPEALS COMMISSION

By:


Elizabeth Kessler, Chair

**SETTLEMENT AGREEMENT BY AND BETWEEN
AGNL DAIRY LLC AND THE WISCONSIN
DEPARTMENT OF REVENUE**

AGNL Dairy LLC, a domestic limited liability company, (AGNL) and the Wisconsin Department of Revenue (Department) by their undersigned representatives, hereby enter into this Settlement Agreement (Agreement) in full and final settlement of the Wisconsin real property assessment for the year identified herein. This Agreement shall be effective as of the last date executed by all of the parties.

WHEREAS, the Department issued to AGNL a real property assessment of land and improvements for its manufacturing property in the Village of Germantown, Wisconsin: N120 W19000 Freistadt Road, State ID No. 77-66-131-R-000036189 (Freistadt Road Real Property) for the 2021 assessment year.

WHEREAS, the State Board of Assessors sustained the Department's 2021 assessment. AGNL timely appealed the assessment to the Wisconsin Tax Appeals Commission where it is currently pending as Docket No. 22-MR-137 (TAC Appeal).

WHEREAS, AGNL and the Department desire to conclusively and finally resolve the issues being contested in the TAC Appeal regarding the Freistadt Road Real Property for the 2021 assessment year.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AGNL and the Department hereby agree that:

1. All whereas clauses are incorporated herein by reference.
2. The Department's original 2021 full value assessment (land and improvements) of the Freistadt Road Real Property is hereby modified as follows:

N120 W19000 Freistadt Road

State ID No. 77-66-131-R-000036189

<u>Docket No.</u>	<u>Assessment Year</u>	<u>Department's Full Value Assessment</u>	<u>Stipulated Full Value Assessment</u>	<u>Amount of Adjustment</u>
22-MR-137	2021	\$11,269,800	\$10,143,000	\$1,126,800

3. In consideration of this Agreement, AGNL agrees to withdraw the TAC Appeal with prejudice.
4. AGNL waives the right to any interest that may be due under Wis. Stat. §70.511(2)(b).
5. The parties waive any fees, costs, and attorney fees.

6. No later than five (5) days after the date this Agreement is signed by both parties, the following shall occur: (a) the parties shall enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys for the dismissal of Docket No. 22-MR-137 on the merits, with prejudice, and without costs or attorney fees awarded to either party; and (b) file the signed stipulation and proposed Order for Dismissal with the Wisconsin Tax Appeals Commission. The parties further agree that this Agreement will not be filed with the Stipulation or be made part of the official record of the Tax Appeals Commission's case file.

7. AGNL and the Department agree that this Agreement constitutes the entire agreement among them with respect to AGNL's 2021 Wisconsin assessment of the Freistadt Road Real Property, and supersedes any prior understandings, agreements, or representations by or among them, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may not be modified or amended, except by a written agreement signed by all parties hereto. The terms of this Agreement shall have no binding effect on any party for any other year not included herein and may not be used by AGNL as precedent for any other assessments, appeals, or settlements.

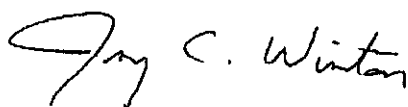
8. The parties acknowledge that the agreed amount set forth in Paragraph 2 constitutes a settlement of disputed issues and that the Department has not adopted AGNL's position on any issue related to the assessment. By entering into this Agreement, none of the parties shall be deemed to accept the merits of another party's legal arguments.

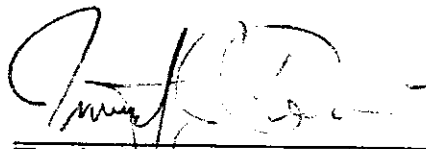
9. AGNL and the Department, by their respective signatures below, affirm that they have read and understand all the provisions of this Agreement and agree to comply with all terms herein. They each represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Agreement.

10. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AGNL DAIRY LLC

WISCONSIN DEPARTMENT OF REVENUE


Name: Jay Winton Date
Title: VP Finance
Date: 3/31/2023

 4/4/2023
Timothy J. Drascic, Director Date
Manufacturing & Utility Bureau
Division of State and Local Finance

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Oktoberfest; Germantown Historical Society Inc.; Dheinsville
Historic Park 09/23/23 – 09/24/23; Temporary Class "B"
Fermented Malt Beverage & Wine Picnic License; James Dix,
President

SUBMITTED BY: Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

ATTACHMENT:

1. 09.23.23 Oktoberfest Germantown Historical Society

RECOMMENDATION:

ACTION BY Committee:

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 08/04/2023

☐ Town ☒ Village ☐ City of GERMANTOWN

County of WASHINGTON

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/23/2023 and ending 09/24/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☒ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name GERMANTOWN HISTORICAL SOCIETY INC.

(b) Address P O BOX 31, GERMANTOWN, WI 53022

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 06/01/1974

(d) If corporation, give date of incorporation 06/01/1974

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President JAMES DIX, 5179 FOX HOLLOW DR., HARTFORD WI 53027

Vice President

Secretary PEGGY BAST, W55 N453 LENOX PL., CEDARBURG, WI

Treasurer SUSAN DIX, 5179 FOX HOLLOW DR., HARTFORD, WI 53027

(g) Name and address of manager or person in charge of affair: JIM DIX, 5179 FOX HOLLOW DR., HARTFORD, WI

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number DHEINSVILLE HISTORIC PARK, VILLAGE OF GERMANTOWN

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? NO

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event GERMANTOWN HISTORICAL SOCIETY ANNUAL OKTOBERFEST

(b) Dates of event 09/23/2023 - 09/24/2023

alcohol onsite Friday - no service
Alcohol Service 12p - 11p
24th 12p - 6p

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer 8/4/2023

James Dix (President)

(Signature / Date)

GERMANTOWN HISTORICAL SOCIETY

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Public Administration Associates Recommendations for the
Recruitment of the Director of Public Works and Village Engineer

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 230918 PAA DPW Salary Recommendations
2. 230821 PAA DPW Salary Recommendations
3. PAA Memo 230807
4. Data from Carlson Dettman Salary Survey 230821

RECOMMENDATION:

ACTION BY Committee:

**BUSINESS OF THE GERMANTOWN GENERAL GOVERNMENT
& FINANCE COMMITTEE**

MEETING DATE: September 18, 2023

PLACEMENT New Business

ITEM TITLE: Public Administration Associates Recommendations for the Recruitment of the Director of Public Works and Village Engineer

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

At their August 7th meeting, the Village Board referred a recommendation from Public Administration Associates (PAA) to adjust the salaries for the Public Work Director and the Village Engineer and to remove the PE requirement for the Public Works Director, to the General Government & Finance Committee for further review. At the August 21st meeting of the General Government & Finance Committee, the Committee deferred action on this item until the September 18th meeting to see the results of the recruitment process.

Both positions were extensively advertised and PAA engaged in active recruitment of potential candidates. We received four applications for the Public Works Director, but none met the minimum qualifications. We only received one application for the Village Engineer position, and fortunately that individual is highly qualified for the position. We have an accepted offer for the Village Engineer position before the Village Board tonight. The salary for that offer is at the very top of the current pay range for the Village Engineer.

In order to attract qualified candidates for the Public Works Director position and in order to accommodate future salary growth for the Village Engineer, I am recommending that the salary range for Public Works Director be increased from 7 to 8 and the salary range for the Village Engineer be increased from 6 to 7. The table below shows the minimum, midpoint, and maximum for each of the salary ranges, along with other positions in those ranges.

S.R.	Positions	Minimum	Midpoint	Maximum
6	Police Lieutenant Director of Parks & Recreation Village Engineer (Current) Finance Director (CPFO, CPA or CGFM)	\$83,777	\$99,626	\$108,366
7	Police Captain Fire Chief Community Development Director Public Works Director (Current) Village Engineer (Proposed)	\$97,392	\$110,147	\$119,810
8	Police Chief Public Works Director (Proposed)	\$107,677	\$121,779	\$136,620

Funding for the recommended pay levels for both positions is included in the 2024 recommended budget being presented to the Village Board tonight. Funding is available in the Engineering Department 2023 salary account to pay the higher salary rates for the remainder of this year.

ATTACHMENT: ORDINANCE____ RESOLUTION ____OTHER _____

RECOMMENDATION:

Approve a motion recommending the Village Board increase the salary range for the Village Engineer from 6 to 7 and the Public Works Director from 7 to 8.

ACTION BY Committee:

**BUSINESS OF THE GERMANTOWN GENERAL GOVERNMENT
& FINANCE COMMITTEE**

MEETING DATE: August 21, 2023

PLACEMENT New Business

ITEM TITLE: Public Administration Associates Recommendations for the Recruitment of the Director of Public Works and Village Engineer

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

At their August 7th meeting, the Village Board referred a recommendation from Public Administration Associates (PAA) to adjust the salaries for the Public Work Director and the Village Engineer and to remove the PE requirement for the Public Works Director, to the General Government & Finance Committee for further review. The table below includes the current pay range data for both positions and the PAA recommendations as well as data we were able to obtain from a recent compensation analysis completed for the City of Mequon. The City of Mequon data was based on information gathered from 19 communities in Southeastern Wisconsin. I have ordered additional data from the annual compensation survey completed by Carlson Dettman. That data was not available at the time agendas were posted but is expected to be available by GGF meeting time.

PAA recommended that the

	Minimum	Midpoint	Maximum
DPW Director Current	\$97,392	\$110,147	\$119,810
DPW Director PAA	\$115,000	\$122,500	\$130,000
DPW Director – Mequon Study 50%	\$95,153	---	\$125,311
DPW Director – Mequon Adopted	\$101,970	\$122,364	\$142,758
Village Engineer - Current	\$83,777	\$99,626	\$108,366
Village Engineer - PAA	\$105,000	\$112,500	\$120,000
Asst. Vill. Eng. – Mequon Study 50%	\$75,863	---	\$97,487
Asst. Vill. Eng. – Mequon Adopted	\$84,975	\$101,970	\$118,965

As directed by the Village Board, both positions were posted the week of August 7th with salary ranges no higher than the current maximums and with the PE requirement for both positions. The closing date for both positions is September 6th.

Since recruitments for both positions are currently open, I am not recommending changes to either position at this time. However, I do recommend that the Committee forward this item back to the Village Board with no recommendation. If we are successful at filling these positions at the current ranges, the Village Board can reject the recommended changes. However, if we are unable to fill the positions at the current ranges, the Village Board could review the rates and make any changes necessary, preventing extended delays in the hiring process.

ATTACHMENT: ORDINANCE____ RESOLUTION ____OTHER _____

RECOMMENDATION:

Approve a motion forwarding the changes to the DPW Director and Village Engineer salaries and eliminating the PE requirement for the DPW Director, to the Village Board without recommendation.

ACTION BY Committee:



Public Administration Associates, LLC

To: Steve Kreklow, Germantown Village Administrator

PAA, LLC was contracted by the Village of Germantown to provide part-time staffing as the Interim Director of Public Works and perform recruitments for both the Public Works Director's position and that of the Village Engineer.

The following observations have been made during the past several of weeks as to the status and condition of the Public Works Department.

- 1) The Village of Germantown has excellent growth in residential, commercial and industrial developments which require significant involvement of Village DPW staff in project management and engineering.
- 2) The Village of Germantown additionally utilizes/purchases significant time of engineering consultants to perform engineering tasks including design, inspection, project management and various other engineering tasks.
- 3) The Village of Germantown maintains significant public infrastructure that services the community. Infrastructure includes roads, streets, water systems, storm water systems, parks and buildings.
- 4) A review of the 2023 Germantown Pay Matrix, specifically for Public Works Department management staff, indicates a below market pay condition for the Director, Village Engineer and Superintendents.

PAA's recent experience with the recruitment processes for these municipal positions is that they are very sensitive to the job market and, as such, municipalities must be willing to increase hiring ranges and even provide additional financial incentives to attract high quality candidates. PAA would like to have the conversation with you and the Village Board to make sure that the Village is prepared to fully compete for the experienced and talented candidates that you would like to have in these critical leadership positions.

PAA's experience in recruitment for the Director's position, the Village Engineer position and others indicates that the posted salary ranges must be adjusted to compete in the marketplace for these experienced and talented new hires. Recent recruitments in comparable municipalities for the Director's position place competitive salary ranges in the near \$120K and above range with the Village Engineer in the near \$110K and above range.

PAA is recommending the following pay ranges for the Director and Village Engineer given the realities of the current municipal job market:

POSITION	HIRE	MIDPOINT	MAX
Director	\$115,000	\$122,500	\$130,000
Village Engineer	\$105,000	\$112,500	\$120,000

The Village should look at the recommended increases in salary ranges as an investment in the long-term sustainability of the community's infrastructure by having skilled and qualified village employees play important roles in those investments and by utilization of their skills and experiences in performing those oversight and engineering tasks. The additional increase in salaries is readily recoverable in the saving generated by reducing some of the dependence on consultant engineering services.

PAA, LLC is looking forward to having a conversation with both you and the Village Board before finalizing the executive search efforts for these important positions.

Additionally, attached to this letter please find a list of current rates for engineering consultant services from a current Village of Germantown contract. These rates should provide you with a good comparison of industry labor rates.

Respectfully,



Bruce Stelzner

PAA, LLC Associate

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

Data from Carlson Dettman Salary Survey

Data sources: City of South Milwaukee, City of Mequon, Village of Caledonia, City of West Bend, City of Muskego, City of Oconomowoc, City of Cudahy, Village of Menomonee Falls, City of Brookfield. Market rates are effective 9/1/2023.

Engineer		
25 th Percentile	50 th Percentile (Median)	75 th Percentile
\$101,200	\$121,100	\$123,700

512

Director of Public Works		
25 th Percentile	50 th Percentile (Median)	75 th Percentile
\$105,500	\$125,200	\$128,900

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Presentation

ITEM TITLE: Presentation on 2022 Audit

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

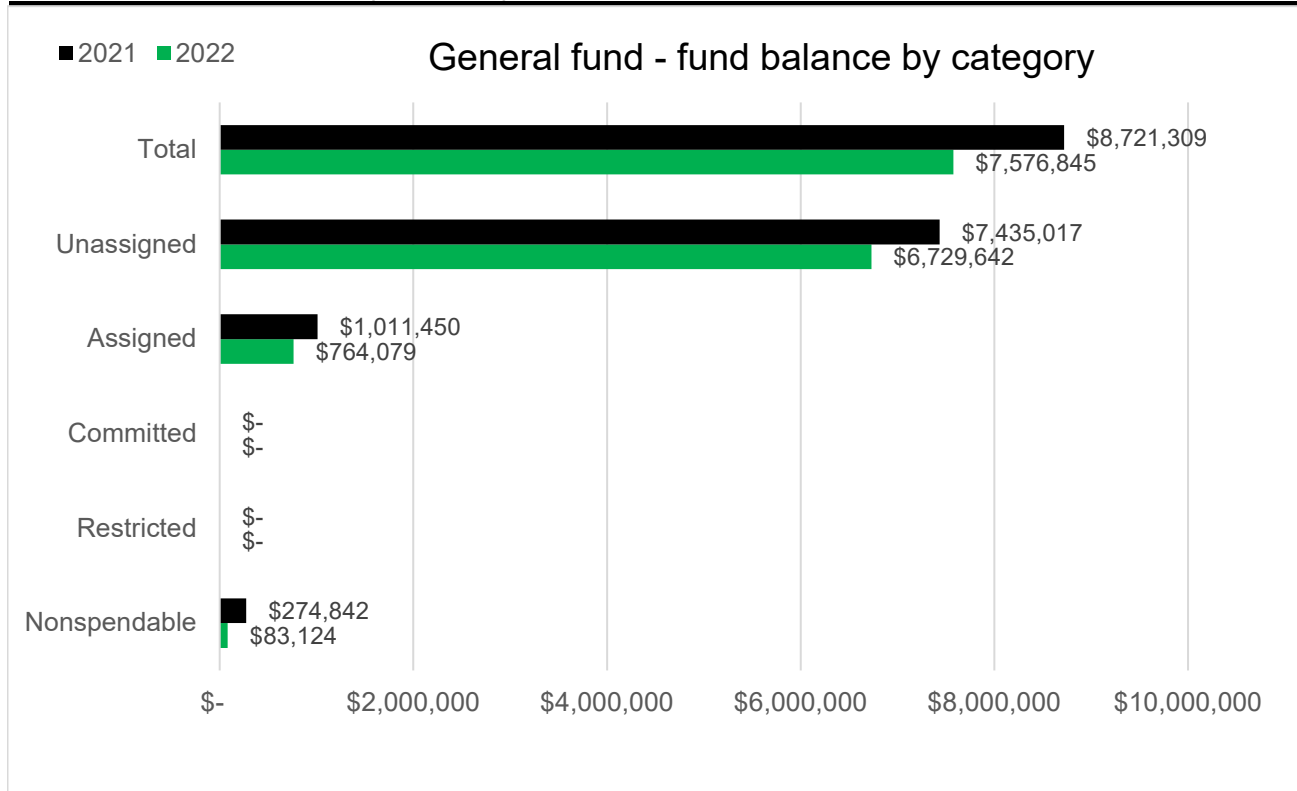
1. FS Highlights - Draft for 2022 - Muni

RECOMMENDATION:

ACTION BY Committee:

Village of Germantown

General fund results (DRAFT)



Summarized income statement

	Actual	Final budget	Variance
Revenues and other financing sources	\$ 18,194,516	\$ 18,117,559	\$ 76,957
Expenditures and other financing uses	19,338,980	18,224,559	(1,114,421)
Net change in fund balance	\$ (1,144,464)	\$ (107,000)	\$ (1,037,464)

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

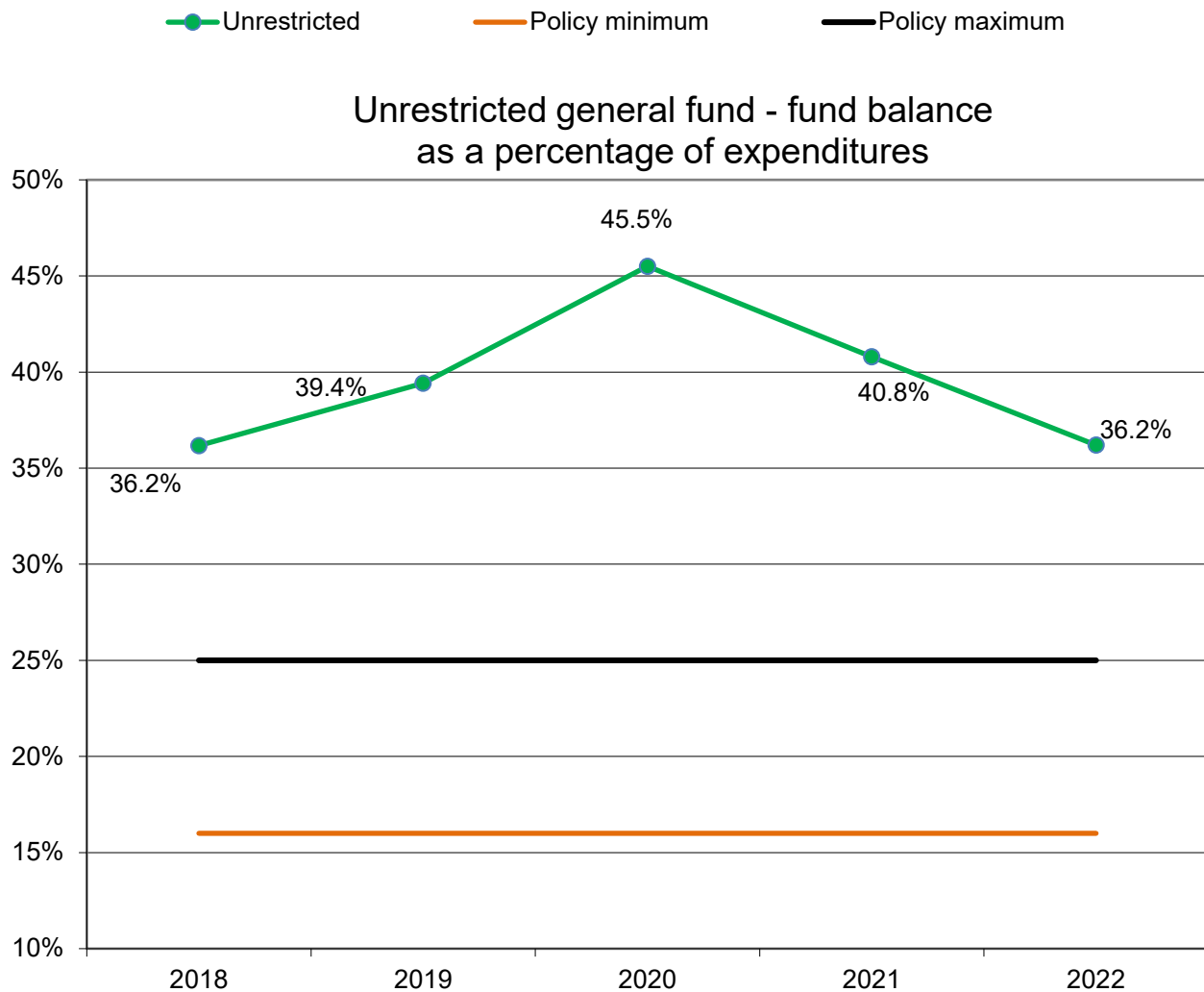
Unassigned - residual amounts that have not been classified within other categories above.

Village of Germantown

General fund - fund balance trends (DRAFT)

Fund balance policy:

Maintain an unassigned general fund balance within Unassigned fund balance of 16-25% of Village's subsequent year general fund expenditure budget.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

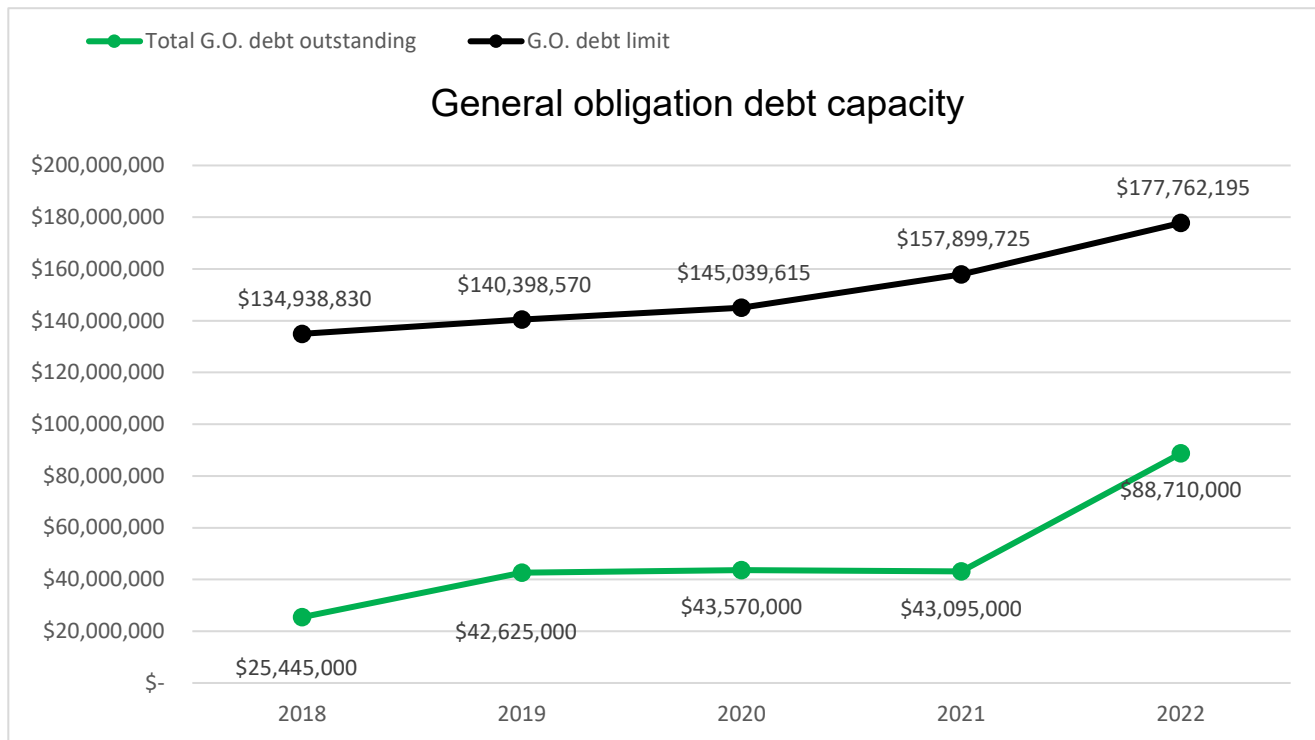
Village of Germantown

General obligation debt (DRAFT)

Debt management policy:

The Village does not currently have a debt management policy outside of the legal debt limitation.

Actual percentage of debt limit at 12/31/22: **50%**



Total debt outstanding by type at 12/31/2022

	General obligation	Revenue debt	Other	Total
Village	\$ 76,795,000	\$ -	\$ -	\$ 76,795,000
Utilities	11,915,000	4,471,809	-	16,386,809
Total	\$ 88,710,000	\$ 4,471,809	\$ -	\$ 93,181,809

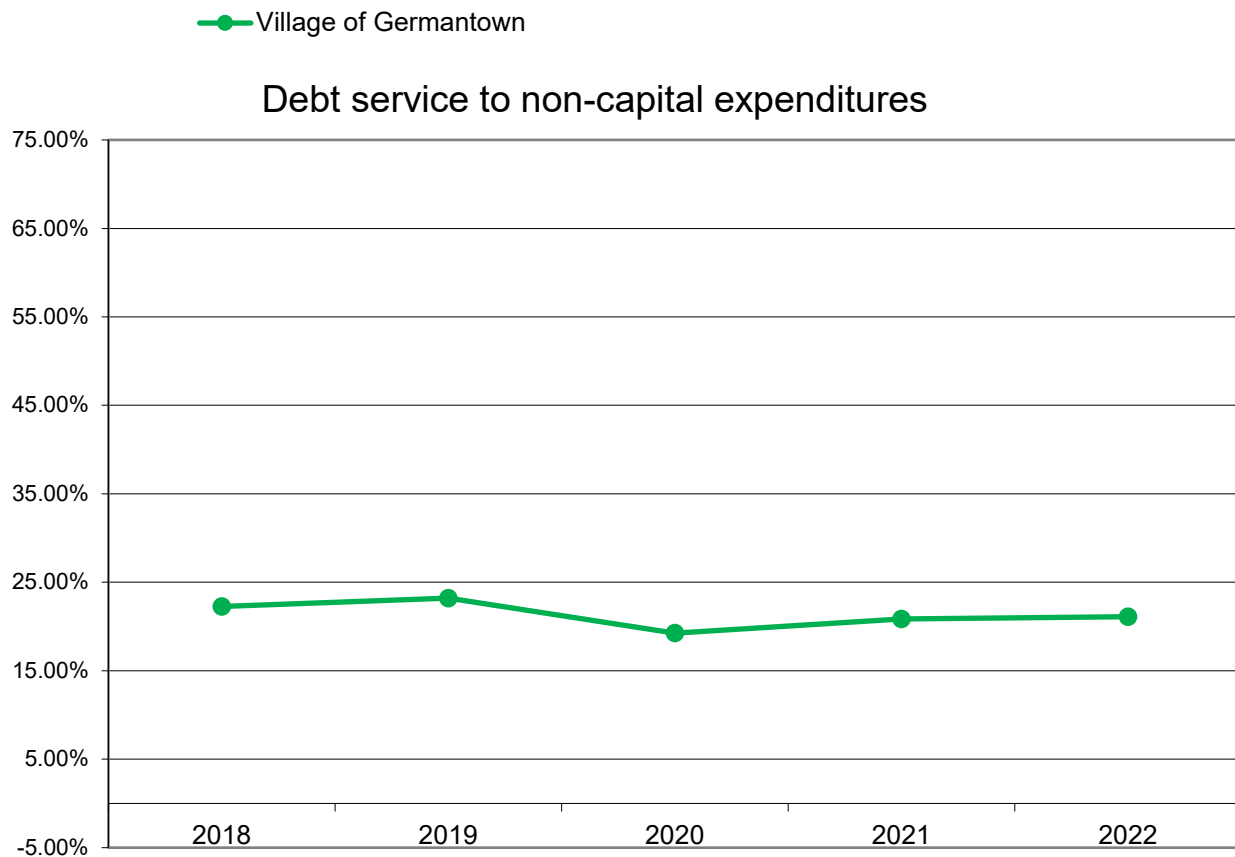
Comparative metrics available online through the Wisconsin Policy Forum.

<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

Select "Debt" -- options for custom comparisons or comparisons by county

Village of Germantown

Governmental funds - debt service (DRAFT)



Current and prior year data

	<u>2022</u>	<u>2021</u>
Principal	\$ 3,520,000	\$ 3,525,000
Interest	1,252,977	1,191,553
Total	<u>\$ 4,772,977</u>	<u>\$ 4,716,553</u>
Non-capital expenditures	<u>\$ 22,613,536</u>	<u>\$ 22,635,858</u>

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Approval of a Renewal Junk Dealer Establishment License
Application for Waste Management, W132N10487 Grant Dr.

SUBMITTED BY: Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

ATTACHMENT:

1. Waste Management Renewal Application for Junk Dealer Establishment 2023

RECOMMENDATION:

ACTION BY Committee:

Renewal

VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road, P.O. Box 337
Germantown, WI 53022-0337
PHONE: (262) 250-4740 FAX: (262) 253-8255

APPLICATION FOR JUNK DEALER ESTABLISHMENT

Fee: \$250.00 / Annually

Chapter 12.17

Initial Investigation and Inspection Fee: \$200.00

License Period: July 1 to June 30

Date: 8-25-23

Business Trade Name: Waste Management - WMPA

Business Address: W132N10487 Grant Dr

City/State/Zip Code: Germantown, WI 53022

Business Phone Number: 262-250-8700

E-Mail Address: jschultz4@wm.com

Federal Tax Id: _____

Owner's Name: John Schultz (Plant Manager) WMPA

E-Mail Address: jschultz4@wm.com

Home Address: W140 N7273 Lily Rd

City/State/Zip Code: Menomonee Falls WI 53051

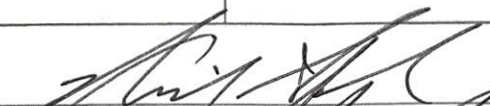
Driver's License Number: S432-4647-0089-09

Description of Operation: Recycling Facility (Single Stream)

State of Wisconsin Seller's Permit Number: _____

Other Required Permits: _____


Signature of Owner

VILLAGE OF GERMANTOWN ADMINISTRATIVE USE ONLY:			
Date Approved by Village Board:	License Number	Date Effective	Clerk / Deputy Clerk
APPROVALS:			
Police Department Signature: 		Date: <u>09-07-2023</u>	
Building Inspection Signature: 		Date: <u>8-30-2023</u>	
Plan Commission Meeting Date: _____			

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Public Grant Application by the Germantown VFW Post 9202 (N120W15932 Freistadt Rd) for Temporary Use Permit Fee to Sell Christmas Trees in Latitude Cafe's Parking Lot, Located at W156N9636 Pilgrim Rd, from November 15-December 15, 2023.

SUBMITTED BY: Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

The VFW Post 9202 has historically sold Christmas Trees in the Latitude Cafe's Parking Lot and donations are generously contributed to the Village's Fire Department, Police and K9 Department, and other organizations throughout Germantown.

ATTACHMENT:

1. Completed 2023 VFW Application Christmas Tree Lot
2. TUP VFW 2023 Christmas Tree Application Approved

RECOMMENDATION:

Community Development Director Retzlaff approved the Temporary Use Permit 09/05/2023 subject to Public Grant Reimbursement.

ACTION BY Committee:

September 14, 23
Germantown Village Board
N112W17001 Mequon Rd. P.O. Box 337
Germantown WI, 53022-0337

Dear Germantown Village Board:

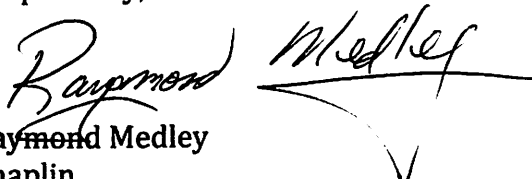
Subject: Germantown VFW Post 9202 request for waiver of temporary use permit fee.

I respectfully request a waiver of \$210.00 for the Temporary use Permit to sell Christmas Trees for the Germantown VFW Post 9202 for the year of 2023.

As you may be aware our post financially contributes to the Village and the VFW is a charitable organization.

Thank in advance.

Respectfully,


Raymond Medley
Chaplin
Germantown VFW Post 9202

(7)

VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM

Application Date: 9/5/2023 **DEADLINE 60 DAYS BEFORE FIRST EVENT

Organization/Group Name: VFW Post 9202 Germantown

Address: N120 W 159.32 Freistadt Rd

Phone: 262-251-5470

Applicant

Name: Raymond Medley

Address: 11116 N. Brighton Pl, Mequon WI

Phone: 414-213-8198

Email: mtjoseph@aol.com

Purpose or Mission Statement: Christmas Tree lot Sales

EVENT #1: _____ Date(s) Of Event: 11-15-23 to 12-15-23

Event Description: Fund Raiser for VFW Post 9202

Estimated Attendance: _____ Times of Event: 8am to 7pm

Location of Event: Lattitude's Parking lot W156N966 Pilgrimage Rd. Hillcrest Center

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

Temporary Use Fee (submitted 9-5-23)

Trees Delivered 11-16-23

EVENT #2: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

EVENT #3: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

EVENT #4: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

EVENT #5: _____ Date(s) Of Event: _____

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

(If more space is needed for additional events, please attach additional pages.)

How will the event(s) benefit the Village of Germantown? _____

VFW uses profits to donate back to the community. Donate to Police K-9 Program and security cameras for Village etc.

VFW Post 9202 Germantown organization or individual shall hold harmless, defend and indemnify the Village of Germantown and its officers, agents, officials, employees and volunteers from and against any and all liability, loss damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the organization's or individual's performance or work related to the event(s) or gathering(s) which are the subject of the grant award or any failure to comply with any obligations or conditions contained in the Public Grant Program, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

Date: 8-30-2023

Raymond C Medley
Signature
Raymond C Medley
Print Name of Signature
1116 W. Brighton Pl.
Street Address
Mequon, WI 53097
City, State & Zip Code

Additional information to be included with submission of application:

- ☐ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance. Must also name the Village of Germantown as additional insured.
- ☐ A budget stating projected expenses, revenues and funding source(s) specific to the event(s) or gathering(s), which projects a break-even or profitable event(s) or gathering(s) when calculated using the Grant request.
- ☐ Proof of non-profit status or like capacity
- ☐ Applications for or issued permits, licenses and use permits required for event.

**PLEASE RETURN TO: VILLAGE OF GERMANTOWN
CLERK'S DEPARTMENT
N112 W17001 MEQUON ROAD, P.O. BOX 337
GERMANTOWN, WI 53022-0337
Phone: 262-250-4740 Fax: 262-253-8255**

(Office use only)

Date received by Village Clerk: 9/14/23

Date to Village Board: 9/18/23

Approval by Village Board: (YES OR NO) _____ Date: _____

Verify which fee(s) listed on application were approved or note those which were not approved: _____

Date and signature of Clerk staff verification

Notification to Departments of fees waived: _____
(List Dept. and Amount, date and initials of Clerk staff notifying them)

Request to Finance Department for reimbursement to Organization/Individual of fees granted: _____

Date submitted, initials of person submitting request & amount requested

TEMPORARY USE PERMIT APPLICATION

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

APPROVED

APPLICANT OR AGENT:

VFW Post 9202
Raymond C Medley (VFW)

Address: 1116 N. Brighton Pl.

Mequon, WI 53097

Phone: 414-213-8198

FAX:

E-Mail: mtjoseph@aol.com

PROPERTY OWNER(S):

Address:

Phone:

FAX:

E-Mail:

DATE: 9-5-23

SUBJECT TO
PUBLIC GRANT
REIMBURSEMENT

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

1156 N 9666 Pilgrim Rd Germantown
Hillcrest Center

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

Temporary Use(s), Buildings, Structures, etc: Camper Trailer, owned by
VFW Post 9202 of Germantown

Proposed Starting and Ending Dates: 11-15-2023 to 12-15-2023

Days and Hours of Activities (if any): Daily (minus Thanksgiving)
9am - 7pm

Type of Activities and/or Products: Christmas Trees + Wreaths

Sanitary Facilities (trash, toilets, etc): Germantown Port-a-John

Security Measures and/or Emergency Services Provided: SELF

Temporary Use Permit Application
Page 2 of 2

Utility or Services (sanitary, water, electrical, etc.): VFW owned electrical pole

Parking and loading: Public Parking lot

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

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

All Amendment Applications:

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

AFFIDAVIT OF UNDERSTANDING & INTENT TO COMPLY

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

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

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

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

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

Raymond C Medley 8/30/2023
Applicant/Agent Date

[Signature]
Property Owner Date

Applicant/Agent Date

Property Owner Date

VILLAGE OF GERMANTOWN

*** CUSTOMER RECEIPT ***

DATE: 09/05/23 TIME: 12:47:51

DESCRIPTION . PAY CD AMOUNT

ZONING FEES 2 210.00

VFW POST 9202 2459

TOTAL AMOUNT DUE 210.00

AMOUNT TENDERED 210.00

CHANGE DUE .00

TRANS #: 1 CASHIER CODE: 006

BATCH #: C230905 REGISTER ID: 004

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Virtus Development LLC, Agent for District One LLC and the Robert & Mary Hacker Trust, Property Owners - W140 N10363 Fond du Lac Avenue and Parcel Tax Key GTNV 351-984 for applications to: (1) Rezone Parcel 1 from the B-1: General Business District and Parcel 2 from the Rs-6: Single-Family Residential District to the "Kuhburg District" (B-3/PDD) Planned Development District; and (2) Amend the General Development Plan for the "Kuhberg District" PDD and Resolution #16-2018 to include expansion of the business parking and a 4-unit townhouse development. (ACTION)

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

The Kuhburg District Planned Development District (PDD) is a commercial zoning district that was created in 2018 to facilitate re-development of a blighted and underperforming retail area located in the southwest corner of the Donges Bay Road @ Fond du Lac Ave/STH145 intersection. Virtus Development, the original developer behind the Kuhburg District PDD project, is working with District One LLC and the Hacker Trust, property owners of two adjacent parcels south of the Kuhburg District PDD, and requesting approval of a rezoning application to expand the Kuhburg District PDD to include the two parcels totaling approximately 1.1 acres. Re-development of these parcels would include:

- a 4-unit multi-family townhouse-style residential building (at a density of 5.4 dwelling units/acre)
- a 33-stall paved parking lot (to serve the two commercial retail buildings proposed in the original Kuhburg PDD)
- a storm water management basin serving both the parking lot and townhouse development

All relevant documents, including the application, rezoning ordinance, PDD conditions & restrictions resolution, staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

ATTACHMENT:

1. Virtus Dev Rezoning PDD 9-18-23

RECOMMENDATION:

PLAN COMMISSION RECOMMENDATIONS:

APPROVE amending and expanding the “Kuhburg Planned Development District” to include two additional parcels totaling approximately 1.1 acres located in the southwest corner of the Donges Bay Road @ Fond du Lac Ave/STH145 intersection subject to (3) conditions.

APPROVE the site development & building plans for the commercial parking lot and 4-unit multi-family townhouse development proposed by District One LLC subject to (10) conditions.

ACTION BY Committee:

ORDINANCE NO. XX-2023

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

District One LLC & Robert J. and Mary Elizabeth Hacker Trust, Property Owners

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning Parcel #1 as described below from the B-3: General Business District and Parcel #2 as described below from the Rs-6: Single-Family District into the Kuhburg Planned Development District:

Parcel #1 (GTNV 351-965)

A part in the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at a point which is 169 feet south of the northeast corner of the Northeast 1/4 of the Northeast 1/4 running from thence south 115 feet, thence west parallel to the north line of the said quarter section 165 feet to a point, thence north and parallel to the east line of said quarter section 115 feet to a point, thence east and parallel to the north line of said quarter section 165 feet to the place of beginning, less and except that part conveyed in trustee's deeds recorded December 10, 2014 as document no. 1372068.

Parcel #2 (GTNV 351-984)

A part in the Northeast 1/4 of the Northeast 1/4 of Section 35, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at a point 284.00 feet South of the Northeast corner of said Northeast 1/4 of the Northeast 1/4; thence West, 338.95 feet; thence South, 94.00 feet; thence East, 338.95 feet; thence North 94.00 feet to the place of beginning.

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: _____, 2023

Vote: _____ Ayes: _____ Nays: _____

Dean Wolter, Village President

ATTEST:

Donna Cox, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

RESOLUTION NO. XX-2023

AMENDING CONDITIONS AND RESTRICTIONS RESOLUTION NO. 16-2018 FOR THE KUHBURG DISTRICT PLANNED DEVELOPMENT DISTRICT ("KUHBURG DISTRICT PDD")

WHEREAS, the Village of Germantown Village Board created the Kuhburg District Planned Development District (hereafter the "Kuhburg District PDD") on March 5, 2018, as a special zoning district under Section 17.27 of the Germantown Municipal Code; and

WHEREAS, Virtus Development, agent for District One LLC, property owner of a .34-acre parcel located at W140 N10363 Fond du Lac Avenue and the Hacker Trust, property owner of a .73 acre parcel located at W140 N10349 Fond du Lac Avenue, is requesting approval amend and expand the "Kuhburg District PDD" to include the parcels and re-develop the land for a 33-stall commercial parking lot and a 4-unit multi-family townhouse as generally described in Exhibit A attached hereto; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for Planned Development Districts (PDD) that modify the basic allowances, limitations, and bulk regulations of the underlying zoning district, as well as, allow for the establishment of specific uses, bulk regulations, density standards, yard setbacks, etc. to ensure proper development, operation and maintenance of the proposed development in the General Development Plan; and

WHEREAS, the Village of Germantown Plan Commission on August 14, 2023, reviewed the Virtus Development amended PDD General Development Plan (GDP) and rezoning application to rezone the .34-acre parcel from the B-3: General business District and the .73-acre parcel from the Rs-6: Single-Family District into the Kuhburg District PDD with the underlying B-3 and Rm-1: Multi-Family Districts and forwarded positive recommendations regarding both the rezoning and General Development Plan to the Village Board subject to a series of conditions and GDP revisions;

NOW, THEREFORE BE IT RESOLVED that the Village Bard of the Village of Germantown hereby adopts the following amendments to the specific conditions and restrictions that shall apply to all development and use of property within the Kuhburg District PDD where words that are ~~underlined~~ are to be added and words that are stricken to de deleted from the original wording contained in Resolution No. 16-2018 (only those sections of Resolution No. 16-2018 that are to be amended are included below; all other sections in Resolution No. 16-2018 remain in effect):

1. **PURPOSE AND INTENT.** The Kuhburg District PDD is intended to provide for the orderly and attractive re-development and operation of commercial retail uses, as well as multi-family dwelling uses, where such activities are conducted within the two existing buildings located at the Donges Bay Road @ Fond du Lac Ave/STH145 intersection, including a vacant schoolhouse and 2-story tavern, and a 4-unit multi-family townhouse. The Kuhburg District PDD will be comprised of a 1-story coffee shop building and a 2-story restaurant building connected by a covered/screened portico providing seasonal seating for patrons of the coffee shop and restaurant operations . and a 4-unit multi-family townhouse.

The re-development is intended to be compatible with adjacent and surrounding residential development and enhance the economic stability and quality of life in the Village of Germantown. These projects are aligned with the vision for the Victory Center Corridor and in particular with regard to the proposed 2050 Comprehensive Plan which allows for multi-family residential development in a traditional design pattern in densities up to 10.0 DU/acre (which is in keeping with what is proposed (4.0 DU on a .74 ac parcel)).

2. **GENERAL DEVELOPMENT PLAN (GDP).** The General Development Plan (Sheet C1.02 dated July 20, 2023) (~~Exhibit B on Sheet GD100 dated February 23, 2018~~) establishes the basic parameters for development within the Kuhburg District PDD and all additional parcels now in the development for including the approximate size and orientation of buildings, density of development, setbacks, location of access roadways and driveways, and the general location and extent of landscaping and buffering. While all re-development within the PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval. Proposed modifications and/or revisions to the GDP shall be reviewed consistent with Section 17.27(9) of the Zoning Code.
3. **PERMITTED LAND USES.** Permitted Principal, Accessory, Conditional and Temporary Uses allowed within the Kuhburg District PDD shall be as set forth in Section 17.22(1)(a) and 17.30 of the Zoning Code.
4. **SITE PLAN APPROVAL REQUIRED.**
 - a. Consistent with the requirements of Section 17.27(5) through (7), all development within the Kuhburg District PDD shall be subject of detailed site development and building plans submitted for review and approval by the Plan Commission in accordance with the requirements and procedures in Section 17.43 prior to issuance of a building permit. Unless otherwise amended by the Plan Commission, development shall be consistent with the site development and building plans approved by the Plan Commission on February 26, 2018, including the plans dated January 8, 2018 (including Sheets GI001, C101, E001, E002, E003, A101, A102, A103, A300 and A700), February 20, 2018 (including Sheets C102, C103, C104, AS100, AS101, A200, A201), and Sheet L100 (Planting Plan) dated February 16, 2018.
 - b. Separate Site Plan review and approval by the Plan Commission is required for any additional or expanded parking lot improvements.
5. **LANDSCAPING & BUFFER PLAN REQUIRED.**

The Developer shall install additional landscaping along the north side of the property. The Developer should work with the Village Public Works Department and/or WisDOT to investigate the possibility of obtaining an easement for landscaping materials to be located in the right-of-way adjacent to the property and submit a revised plan for staff review and approval (if determined to be feasible). As an alternative, if landscaping cannot be installed in the ROW, the Developer should remove the two northernmost

parking stalls on either side of the driveway entrance and replace them with landscaping if/when additional parking is constructed along the south side of the property in the future. A revised or supplemental landscaping plan shall be submitted to the Village Planner for review and approval prior to installation of additional landscaping not already subject of an approved landscape plan.

6. **ACCESS.**

Access to development within the Kuhburg District PDD shall be to/from Donges Bay Road and Fond du Lac Avenue as shown on GDP.

7. **SITE DEVELOPMENT AND BUILDING REQUIREMENTS.**

Unless otherwise set forth below, all site development and building associated with the two commercial buildings shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying B-3: General Business Zoning District and other applicable Zoning Code regulations.

a. **LOT AND BUILDING REQUIREMENTS**

- i. Lot Area (minimum) 0 acres
- ii. Principal Building Setbacks (minimum)
 - 1. Front/Street yard 0 feet
- iii. Parking Setbacks (minimum)
 - 1. Front/Street yard 0 feet
 - 2. Side yard 0 feet
 - 3. Rear yard 0 feet

Unless otherwise set forth below, all site development and building associated with the residential townhouse development shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying Rm-1: Multi-Family Zoning District (Section 17.22) and other applicable Zoning Code regulations

b. **LOT AND BUILDING REQUIREMENTS**

- i. Lot Area (minimum) 0.5 acres
- ii. Principal Building Setbacks (minimum)
 - 1. Front/Street yard 27 feet
 - 2. Side yard (south property line) 30 feet
 - 3. Side yard (north property line) 5 feet
 - 4. Rear yard 35 feet
- iii. Parking Setbacks (minimum)
 - 1. Side yard (south property line) 15 feet

- a. The minimum parking lot/driveway setback from the nearest edge of the driveway curb to the south property line shall be 15 feet if a significant landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area, or, 10 feet if a decorative privacy fence and landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area

8. **PARKING.** (see Section 17.45).
 - a. Setback Buffer (minimum) 0 sqft
 - b. Loading zones to be combined with parking lot aisle area
 - c. Stall Number (minimum) to be determined; discretion of developer based on actual stall count achievable; off-site parking can satisfy on-site parking demand subject to requirements under Section 17.45(5) of the Zoning Code.
9. **BUILDING MATERIALS.**

The development sites and buildings will be designed, located and constructed with a consistent architectural theme, high-quality materials, landscaping, and in a manner that protects and preserves the existing environmental features consistent with current buildings located on the same site.
10. **WASTE AND RECYCLING FACILITIES & ENCLOSURES.**

All waste and recycling dumpsters shall be screened from all residential areas, public rights-of-way or adjacent properties.
11. **EXTERIOR LIGHTING.**

The Developer shall be responsible for making any necessary adjustments, including supplemental shielding or fixture replacement, to the exterior pole-mounted light fixtures after installation to eliminate any glare or view of the light source affecting the residential neighbor to the west. The Developer shall contact and coordinate with said neighbor to resolve any complaints or issues with said lights impacting the residential property.
12. **SIGNAGE.**
 - a. One (1) monument sign shall be permitted to be installed along Donges Bay Road as shown on the GDP. Two (2) monument signs shall be permitted to be installed along Fond du Lac Avenue/STH145. As shown on the GDP. All signs shall comply and be approved in accordance with the Village's sign regulations and reviewed and approved by the Plan Commission.
 - b. The minimum setback for all signs shall be 0 feet from the nearest point of the sign or sign mounting structure; no part of any sign shall extend into or over a public right-of-way or utility easement.
 - c. Other signage, e.g. temporary signs, wall signs, etc. may be approved for each business operation consistent with the Village's sign regulations.
13. **APPLICABILITY OF MUNICIPAL CODE.**

Unless otherwise set forth herein, all other applicable zoning and development regulations contained in the Germantown Municipal Code (e.g. Shoreland-Wetland Zoning, Floodplain Zoning, Subdivision) shall apply to development and land use within the SC-PDD. In the event a requirement, restriction or limitation set forth herein conflicts with a similar requirement, restriction or limitation found in another section of the Municipal Code, the

most stringent requirement, restriction or limitation shall apply.

14. **PARCEL COMBINATION REQUIRED.**

A certified survey map (CSM) land combination shall be completed and approved to combine the two subject parcels and adjust the property line along the west boundary prior to issuance of any building permit(s) for building renovation. The CSM will need to include the parcels affected, including the residential parcel to the west. In the future, a CSM land combination may also be required to add additional land to the Kuhburg District for additional parking.

A separate certified survey map (CSM) shall be completed and approved that combines the parcel with the two retail buildings with the proposed parking lot prior to issuance of any permit(s) required for construction of the parking lot. The CSM shall include the necessary right-of-way dedication for Fond du Lac Avenue.

15. **PARKING LOT/PDD BOUNDARY EXPANSION.**

~~At the time the Kuhburg District was created, the Developer presented two alternatives for providing additional parking to the south; both alternatives requiring the acquisition of additional land not included in the original Kuhburg District. Consequently, the Kuhburg District PDD boundary will need to be expanded in the future if the Developer acquires additional land to accommodate an expanded parking area. If the Kuhburg District PDD is proposed to be expanded,~~ said PDD boundary expansion shall be processed as a separate PDD application in accordance with all requirements and procedures at that time.

Introduced by: _____

Adopted: _____, 2023

Vote: _____ Ayes: ____ Nays: ____

Dean Wolter, Village President

ATTEST:
Donna Cox, Village Clerk

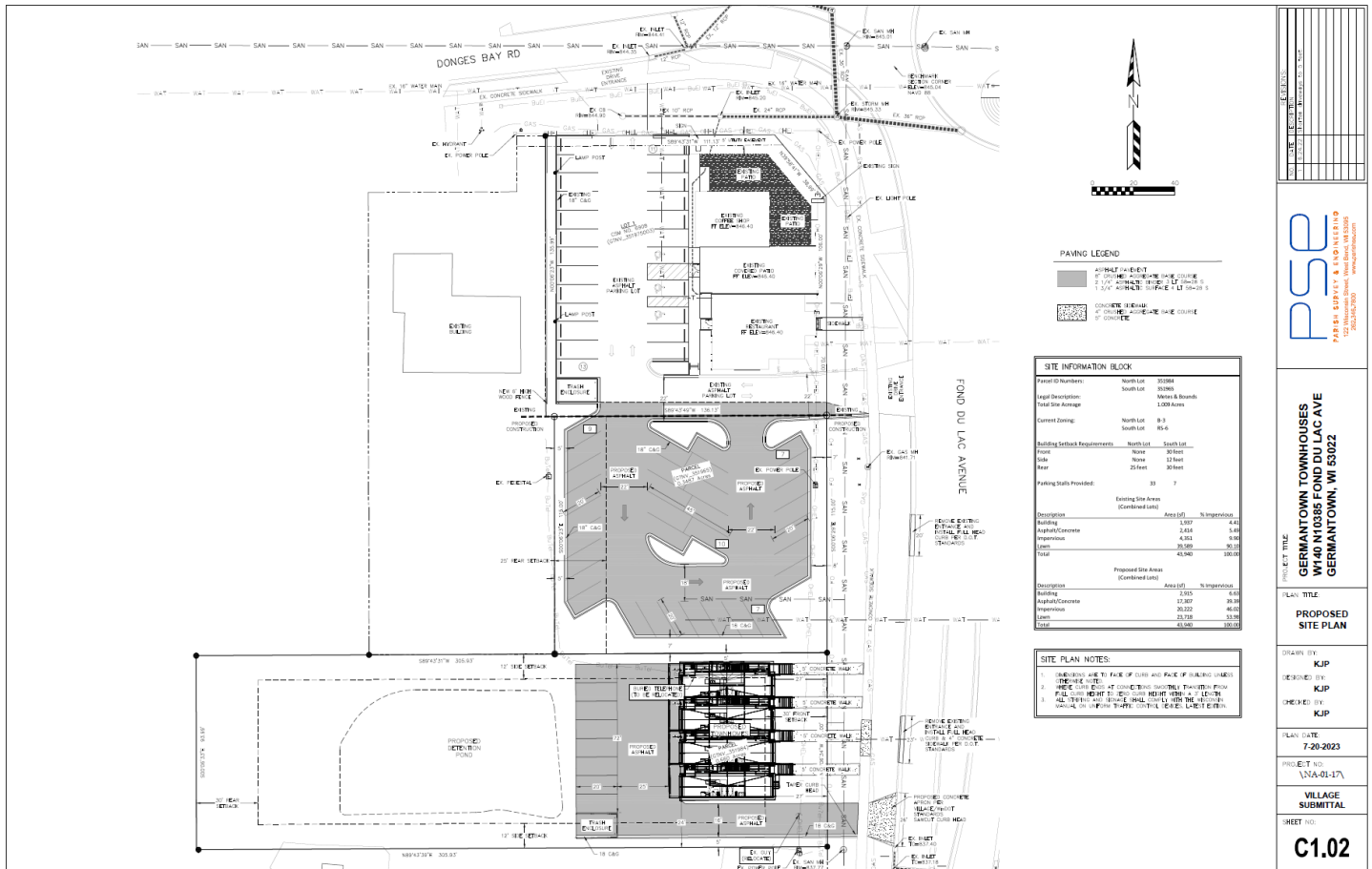
EXHIBIT A

**Planned Development District (PDD)
Boundary Description**

DRAFT

EXHIBIT B

Planned Development District (PDD) General Development Plan



REZONING & PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT & SITE PLAN APPLICATIONS

8/14/23 Plan Commission Meeting

Virtus Development LLC / District One LLC / Hacker Trust

Village Planner Report

Germantown, Wisconsin

Summary

Greg Nagel, President of Virtus Development and agent for District One LLC, property owner, and the Hacker Trust, property owner, is requesting approval of a rezoning application to amend & expand the “Kuhburg Planned Development District” and site development & building plans for a 33-stall commercial parking lot and 4-unit multi-family townhouse located in the southwest corner of the Donges Bay Road @ Fond du Lac Ave/STH145 intersection.

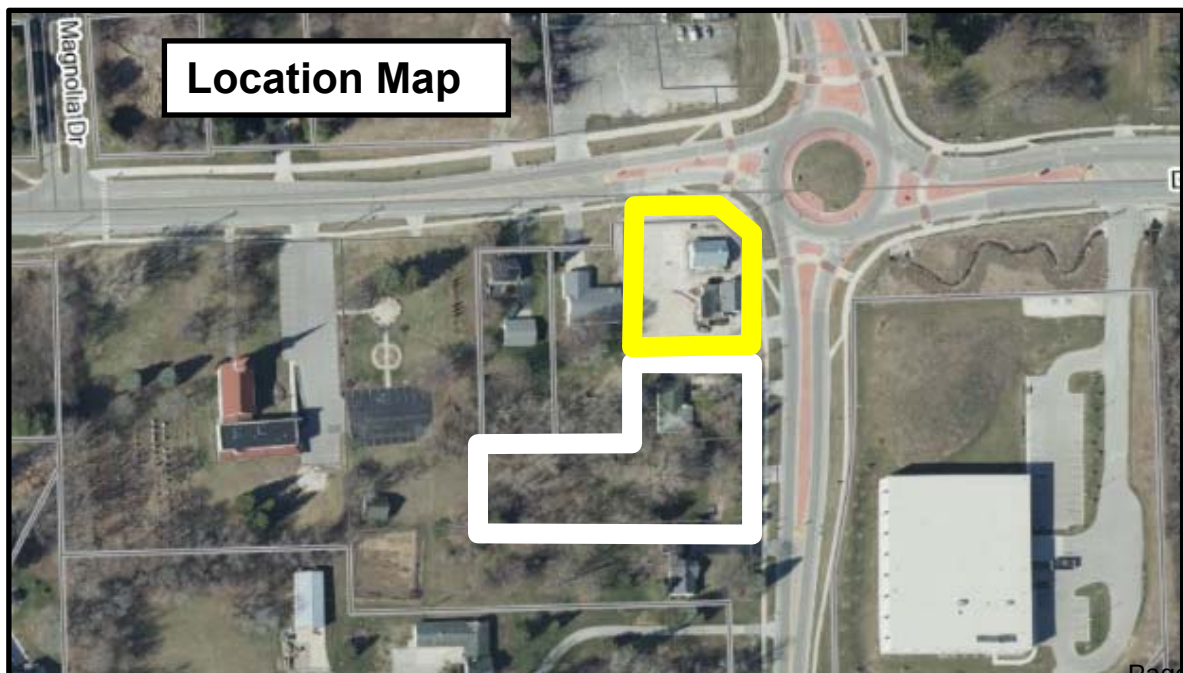
Property Location: W140 N10363 Fond du Lac Ave (.34 ac parcel)
W140 N10349 Fond du Lac Ave (.73 ac parcel)

Applicant/

Property Owner: Greg Nagel District One LLC Hacker Trust
Virtus Development 13100 Watertown W140 N10363 Fond du Lac
13890 Bishops Dr Elm Grove, WI Germantown, WI
Brookfield, WI

Current Zoning: B-3: General Business (.28 ac parcel)
Rs-6: Single-Family Residential (.73 ac parcel)

Adjacent Land Uses		Zoning
North	Business	B-3
South	Residential	Rs-6
East	Industrial	M-1
West	Residential	Rs-6



Background

As discussed in October, 2022, the original Kuhburg Planned Development District (.43-ac) was created in February, 2018 to stimulate the renovation of two parcels and existing buildings located in the southwest corner of the intersection, including a single-story schoolhouse and a 2-story tavern into a coffee shop and restaurant. To date, renovation of the schoolhouse into the Stone Creek Coffee “Kaffeehaus” is complete, along with the reconstruction of the parking lot west of the building. Remaining improvements include construction of a covered portico between providing seasonal, outdoor seating for both the Kaffeehaus and the planned renovation of the existing Gamroth’s Kuhburg Junction tavern.

At that time, a public hearing was held with mixed opinions (see enclosed October 10 PC meeting minutes). The Plan Commission closed the public hearing and tabled action on the proposal with direction to reduce the number of units/density and consider revision to the townhouse site layout.

Proposal

At this time, the Developer is requesting approval of a rezoning application to amend & expand the Kuhburg Planned Development Zoning District to the south by adding and re-developing two abutting parcels to the south totaling approximately 1.1 acres with detailed site development & building plans for the following:

1. 33-stall parking lot (to serve the two commercial retail buildings)
2. 4-unit multi-family residential townhouse-style building (reduced from the original 6-unit proposal)
3. storm water management basin serving the parking lot and townhouse development

Kuhburg PDD Text & General Development Plan Amendment

As detailed in the July 21 statement, the Developer proposes a series of text amendments to the current conditions & restrictions resolution for the Kuhburg PDD, including the following (~~strikeouts~~ to be deleted; underlines to be added):

1. **PURPOSE AND INTENT.** The Kuhburg District PDD is intended to provide for the orderly and attractive re-development and operation of commercial retail uses, as well as multi-family dwelling uses, where such activities are conducted within the two existing buildings located at the Donges Bay Road @ Fond du Lac Ave/STH145 intersection, including a vacant schoolhouse and 2-story tavern, and a 4-unit multi-family townhouse. The Kuhburg District PDD will be comprised of a 1-story coffee shop building and a 2-story restaurant building connected by a covered/screened portico providing seasonal seating for patrons of the coffee shop and restaurant operations. and a 4-unit multi-family townhouse.

The re-development is intended to be compatible with adjacent and surrounding residential development and enhance the economic stability and quality of life in the Village of Germantown. These projects are aligned with the vision for the Victory Center Corridor and in particular with regard to the proposed 2050

Comprehensive Plan which allows for multi-family residential development in a traditional design pattern in densities up to 10.0 DU/acre (which is in keeping with what is proposed (6.0 DU on a .74 ac parcel)).

2. **GENERAL DEVELOPMENT PLAN (GDP).** The General Development Plan (Sheet C1.02 dated July 20, 2023) (Exhibit B on Sheet GD100 dated February 23, 2018) establishes the basic parameters for development within the Kuhburg District PDD and all additional parcels now in the development for including the approximate size and orientation of buildings, density of development, setbacks, location of access roadways and driveways, and the general location and extent of landscaping and buffering. While all re-development within the PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval. Proposed modifications and/or revisions to the GDP shall be reviewed consistent with Section 17.27(9) of the Zoning Code.
3. **PERMITTED LAND USES.** Permitted Principal, Accessory, Conditional and Temporary Uses allowed within the Kuhburg District PDD shall be as set forth in Section 17.22(1)(a) and 17.30 of the Zoning Code.
7. **SITE DEVELOPMENT AND BUILDING REQUIREMENTS.** Unless otherwise set forth below, all site development and building associated with the two commercial buildings shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying B-3: General Business Zoning District and other applicable Zoning Code regulations.
 - a. **LOT AND BUILDING REQUIREMENTS**
 - i. Lot Area (minimum) 0 acres
 - ii. Principal Building Setbacks (minimum)
 1. Front/Street yard 0 feet
 - iii. Parking Setbacks (minimum)
 1. Front/Street yard 0 feet
 2. Side yard 0 feet
 3. Rear yard 0 feet

Unless otherwise set forth below, all site development and building associated with the residential townhouse development shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying Rm-1: Multi-Family Zoning District (Section 17.22) and other applicable Zoning Code regulations

- b. **LOT AND BUILDING REQUIREMENTS**
 - i. Lot Area (minimum) 0.5 acres
 - ii. Principal Building Setbacks (minimum)
 1. Front/Street yard 27 feet
 2. Side yard 5 feet
 3. Rear yard 35 feet

[NOTE: A separate PDD Conditions & Restrictions resolution containing these development-specific allowances, references to the detailed general development plan, and any other conditions of approval deemed appropriate by the Village, will be prepared by Village staff at the time the PDD is considered by the Village Board].

Site Development & Building Plans

The Developer applicant has submitted site development and building plans for redevelopment of the .34-acre site into a 33-stall parking lot. As presented in the plan set, the parking includes the following features:

- Access to/from the commercial property to the north; no direct access to Fond du Lac Avenue;
- Off-site storm water management shared with the townhouse development to the south;
- Landscaping buffer along the west, south and east perimeter of the parking lot

The Developer has also submitted detailed plans for the development of a 4-unit walk-up townhouse-style multi-family building with the following features:

- Four (4) two-story dwelling units with 2-car underneath garage parking (effectively 3 stories with a maximum building height of 35 feet)
- (8) additional open lot parking stalls
- 2-Bed/2-bath dwelling units w/ 1,120 sqft living area (plus 105 sqft porch & 680 sqft garage & garage level storage) w/ partial covered stairway/stoop @ front door and rear deck/porch w/ railing
- Lap siding, standing seam metal gable roof

Parking and Access

Access will be one 16' wide driveway to Fond du Lac Avenue serving an open parking area at the rear of the building and underneath garages.

Utilities

Public water and sanitary sewer lateral lines will be extended to the site from existing laterals mains in Fond du Lac Ave/STH 145 (water & sanitary sewer). All other essential utility services that exist, including gas, electricity will be replaced and installed underground.

Storm Water Management

Impervious area on the 1.1 acre site (combination of the two parcels) will be 20,222 sqft (46%) leaving 54% open space. As shown on the Grading & Erosion Control plan (Sheet C1.04), the parking area will be graded and paved with asphalt, curb, and gutter to re-route storm water run-off from the parking lot to the proposed storm water basin in the rear of the townhouse parcel with connection to the existing storm sewer located within the Fond du Lac Ave/STH145 right-of-way.

Landscaping

A preliminary landscaping plan (Sheet AS102) shows unidentified landscape items comprised of ornamental trees, shrubs, perennials, and grasses installed around the parking lot, west and south perimeter of the townhouse parcel and foundation plantings along the east and south sides of the townhouse building. north and east perimeter of the two buildings. It's also unclear if the existing 6' high wood privacy fence along the west side of the parking lot to the north will be continued along the west side of the proposed parking lot.

Lighting

External lighting is proposed for the commercial parking lot:

- Four (4) 93W LED pole-mounted cut-off fixtures (with back light control & motion-controlled dimmers) mounted at 23' on steel light poles (20' pole height on 3' concrete base) located along the west and east edges of the lot;

External lighting is proposed for the townhouse building:

- Two (2) 93W LED pole-mounted cut-off fixtures (with back light control & motion-controlled dimmers) mounted at 23' on steel light poles (20' pole height on 3' concrete base) located along the west edge of the parking stalls and along the driveway

Trash/Recycling

A single dumpster pad is proposed along the south property line in the open parking stall area. No details are provided for the proposed trash enclosure.

Staff Comments

Planning & Zoning

A certified survey map (CSM) will be required to attach the proposed parking lot to the commercial building property (unless the parking lot is treated as an "off-site" parking lot that requires conditional use permit approval). The proposed storm water basin on the .74-ac parcel is intended to serve both the parking lot and the 4-unit townhouse development, so a storm water management agreement and appropriate easement document will be required.

The proposed 4-unit multi-family residential building and storm water management basin are components not originally discussed or reflected in the original Kuhburg PDD plans in 2018. However, the "Victory Center Corridor" under the 2050 Plan does include multi-family residential as an "allowable" use with a maximum density allowance up to 10 dwelling units/acre. Although the Zoning Code has not yet been reviewed and possibly revised to reflect specific provisions for the Victory Center District, the Rm-1 District regulations are a suitable "underlying" zoning district to use for this proposal. A 4-unit building of this type on .74 acres is the equivalent of 5.4 dwelling units/acre (maximum allowed under Rm-1 District is 6 DUs/acre).

As was the case back in October, Staff remains concerned with the townhouse component of the proposal with respect to the amount of development proposed on a parcel that is longer (338 feet) than it is wider (94 feet), and the transition to the existing single-family uses to the south. Given the size of the shared storm water basin within the boundaries of the .74-acre parcel (which is really .64 acres after discounting for the 33' of right-of-way required for Fond du Lac Avenue), the residential development component is an extremely "tight fit" within the remaining buildable area, particularly along the south property line.

From the south property line (single-family property), the proposed building setback is 24 feet with a 16' wide driveway in between (paved w/ curb & gutter), but the driveway setback is only 5 feet leaving little space available to provide an adequate landscape buffer to the existing single-family property to the south (unless a privacy fence is installed). I believe there was some expectation that, in addition to reducing the total number of dwelling units, the number of buildings and/or orientation on the site would be revised to increase the distance/setback from the single-family property to the south.

As shown on Sheet C1.02, the proposed setback from the townhouse building to the north property line (proposed parking lot property line) is only 5 feet. Again, a building setback of only 5 from the property (an additional 7 feet to the parking lot pavement edge) leaves little space to provide an adequate landscape buffer to the proposed commercial parking lot serving the proposed renovated restaurant (existing bar).

The Developer is strongly encouraged to consider reducing the size of the parking lot by eliminating the (7) stalls along the south side (closest to the townhouse building) and reconfiguring the two parcels by reducing the size of the parking lot parcel and increasing the size of the townhouse parcel. Since a CSM is required anyway to attach the parking to the retail building parcel, more land could be added to the townhouse parcel to allow the building to be shifted 10-15 feet north to allow more building and driveway setback (and more landscaping buffer and/or fencing) between the townhouse and the single-family property to the south. Doing so could also create more separation between the townhouse and the parking stalls to the north.

With that said, Staff recommends increasing the building and driveway setbacks along the south property line as follows:

- The minimum building setback from the nearest point of any townhouse building to the south property line shall be 30 feet
- The minimum parking lot/driveway setback from the nearest edge of the driveway curb to the south property line shall be 15 feet if a significant landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area, or, 10 feet if a decorative privacy fence and landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area

Staff supports the proposed commercial parking lot provided additional setback and/or landscaping is provided along the south property line (particularly if the townhouse component moves forward), additional landscaping along the west property line including possible continuation of the privacy fence from the north, and landscaping along Fond du Lac Avenue. The current proposal shown on the site plan indicates only a 7' setback for the parking lot with much of the landscaping in the road right-of-way.

Village Forester

The landscaping plan is incomplete. The plan lacks a completed tree survey as required under Section 17.43(5) of the Zoning Code. There are no trees surveyed, identified tree removals across the entire development site, nor a complete replanting or landscaping plan that indicates the proposed tree species, quantities, and planting sizes. The plan should also include the Village's street tree requirements for both the commercial parking lot and the townhouse development. This information should be provided for review and approval by staff (or the Plan Commission).

Public Works/ Village Engineer

The Village's engineering consultant and utility department staff have identified several technical issues and plan revisions that need to be resolved or otherwise addressed by the Developer prior to commencing construction activities and issuance of building permits. Nonetheless, Staff is recommending conditional approval of the site development and building plans subject to all the outstanding items and issues identified in the following review memos being resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment, and approval prior to commencing any site construction or issuance of building permits (excluding early start site preparation and footing and foundation installation):

- July 31, 2023, memo from Brad Seubert, Harwood Engineering

Inspection Services

State agency (DSPS) approved plans and a \$20,000 occupancy bond are required by Inspection Services at the time of building permit application for the townhouse building. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.

Fire & Police Departments

No comment. Previous concerns have been incorporated into the latest plans.

VILLAGE STAFF RECOMMENDATIONS

APPROVE amending and expanding the “Kuhburg Planned Development District” to include two additional parcels totaling approximately 1.1 acres located in the southwest corner of the Donges Bay Road @ Fond du Lac Ave/STH145 intersection subject to the following requirements and conditions:

1. The following sections of conditions & restrictions for the Kuhburg PDD as set forth in Resolution No. 16-2018 shall be revised as follows:

SECTION 1. PURPOSE AND INTENT. The Kuhburg District PDD is intended to provide for the orderly and attractive re-development and operation of commercial retail uses, as well as multi-family dwelling uses, where such activities are conducted within the two existing buildings located at the Donges Bay Road @ Fond du Lac Ave/STH145 intersection, including a vacant schoolhouse and 2-story tavern, and a 4-unit multi-family townhouse. The Kuhburg District PDD will be comprised of a 1-story coffee shop building and a 2-story restaurant building connected by a covered/screened portico providing seasonal seating for patrons of the coffee shop and restaurant operations . and a 4-unit multi-family townhouse.

The re-development is intended to be compatible with adjacent and surrounding residential development and enhance the economic stability and quality of life in the Village of Germantown. These projects are aligned with the vision for the Victory Center Corridor and in particular with regard to the proposed 2050 Comprehensive Plan which allows for multi-family residential development in a traditional design pattern in densities up to 10.0 DU/acre (which is in keeping with what is proposed (6.0 DU on a .74 ac parcel).

SECTION 2. GENERAL DEVELOPMENT PLAN (GDP). The General Development Plan (Sheet C1.02 dated July 20, 2023) (Exhibit B on Sheet GD100 dated February 23, 2018) establishes the basic parameters for development within the Kuhburg District PDD and all additional parcels now in the development for including the approximate size and orientation of buildings, density of development, setbacks, location of access roadways and driveways, and the general location and extent of landscaping and buffering. While all re-development within the PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval. Proposed modifications and/or revisions to the GDP shall be reviewed consistent with Section 17.27(9) of the Zoning Code.

SECTION 3. PERMITTED LAND USES. Permitted Principal, Accessory, Conditional and Temporary Uses allowed within the Kuhburg District PDD shall be as set forth in Section 17.22(1)(a) and 17.30 of the Zoning Code.

SECTION 7. SITE DEVELOPMENT AND BUILDING REQUIREMENTS.

Unless otherwise set forth below, all site development and building associated with the two commercial buildings shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying B-3: General Business Zoning District and other applicable Zoning Code regulations.

c. LOT AND BUILDING REQUIREMENTS

- i. Lot Area (minimum) 0 acres
- ii. Principal Building Setbacks (minimum)
 - 1. Front/Street yard 0 feet
- iii. Parking Setbacks (minimum)
 - 1. Front/Street yard 0 feet
 - 2. Side yard 0 feet
 - 3. Rear yard 0 feet

Unless otherwise set forth below, all site development and building associated with the residential townhouse development shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying Rm-1: Multi-Family Zoning District (Section 17.22) and other applicable Zoning Code regulations

d. LOT AND BUILDING REQUIREMENTS

- i. Lot Area (minimum) 0.5 acres
- ii. Principal Building Setbacks (minimum)
 - 1. Front/Street yard 27 feet
 - 2. Side yard 5 feet
 - 3. Rear yard 35 feet

e. Notwithstanding the above, the minimum building setback from the nearest point of any townhouse building to the south property line shall be 30 feet;

f. The minimum parking lot/driveway setback from the nearest edge of the driveway curb to the south property line shall be 15 feet if a significant landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area, or, 10 feet if a decorative privacy fence and landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area

2. The Developer shall provide one complete and accurate legal description for all the land to be included in the PDD boundary prior to review of the PDD application by the Village Board.
3. The PDD conditions & restrictions resolution shall contain a requirement that a certified survey map (CSM) be completed and approved to combine the parcel with the two retail buildings to the parcel with the proposed parking lot prior to issuance of any construction permit(s) required for the parking lot. And right-of-way dedication requirement for Fond du Lac Avenue shall be reflected in the CSM.

APPROVE the site development & building plans for the commercial parking lot and 4-unit multi-family townhouse development proposed by Victory Center LLC subject to the following conditions:

1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following plans unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:
 - a. *Architectural plans dated July 20, 2023;*
 - b. *Civil Engineering plans July 20, 2023;*
 - c. *Lighting plans (photometric plan) dated July 18, 2023;*
 - d. *Storm Water Management Report dated July 21, 2023*

If revised plan sheets are necessary, each revised sheet shall contain the date of said revision clearly stamped in the lower right corner.

2. Site Plan approval is subject to creation of the "Kuhberg District" Planned Development District as proposed by Victory Center LLC.
3. The Developer shall reduce the size of the commercial parking lot by eliminating or reconfiguring stalls along the south side (closest to the townhouse building) in order to reconfigure the size of the two parcels to allow the townhouse building to be shifted up to 15 feet north. The goal is to create more building and driveway setback (and in turn more landscaping buffer and/or fencing) between the townhouse and the single-family property to the south meeting the following minimum requirement:
 - a. The minimum building setback from the nearest point of any townhouse building to the south property line shall be 30 feet;
 - b. The minimum parking lot/driveway setback from the nearest edge of the driveway curb to the south property line shall be 15 feet if a significant landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area, or, 10 feet if a decorative privacy fence and landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area
4. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit for the shell building.

-
5. All outstanding items and issues identified by Village Staff in the following review memos shall be resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment, and approval prior to commencing construction or issuance of building permits (excluding “early start” site clearing and footing/foundation work approved by the Village and/or WI DSPS):
 - a. July 31, 2023, memo from Brad Seubert, Harwood Engineering
 6. State agency (DSPS) approved plans and a \$20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.
 7. Dumpster enclosures shall be designed to meet the Village’s dumpster enclosure guidelines. The Developer shall provide dumpster enclosure plans for review and approval by the Village Planner prior to issuance of an occupancy permit for the townhouse building.
 8. A complete landscape plan for both the commercial parking lot and townhouse development shall be reviewed and approved by the Village Forester and Plan Commission prior to final site grading or issuance of an occupancy permit for the townhouse building. Said plan shall include a tree survey as required under Section 17.43(5) of the Zoning Code and a complete landscaping plan that indicates the proposed species, quantities, and planting sizes. The plan should include the Village’s street tree requirements for both the commercial parking lot and the townhouse development.
 9. Right-of-way permits are required for any/all construction conducted in the Donges Bay, Wasaukee Road and Town 9 Parkway rights-of-way. Contact the Public Works Department/Highway Superintendent for permit submittal requirements.
 10. The Developer shall install a privacy fence along the west property line adjacent to the commercial parking lot and connect to the existing privacy fence to the north.

MEETING:	REGULAR MEETING OF THE PLAN COMMISSION
DATE AND TIME:	Monday, August 14, 2023 6:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*

Planning Assistant Lori Johnson called the meeting to order at 6:30 pm.

II. **ROLL CALL:**

Trustee Representative David Baum, Commissioners Tony Laszewski, Peter Nilles, Bob Williams, Josh Tarantino and Bill Shadid (via WebEx). Chairman Dean Wolter was absent and excused. Also in attendance were Community Development Director Jeff Retzlaff and Planning Assistant Lori Johnson.

MOTION Laszewski second Nilles to appoint Trustee David Baum as Chairman Pro Tem.

MOTION carried unanimously.

III. **APPROVAL OF MINUTES:**

A. July 24, 2023

MOTION Shadid second Tarantino to approve the minutes from July 24, 2023.

MOTION carried unanimously.

- IV. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

The following residents spoke during public comment:

Mary Schulteis, W140 N10337 Fond du Lac Ave.

Melanie Smythe, N140 W17938 Cedar Lane

Trustee Jan Miller, W151 N10297 Windsong Circle West

Katie Figie, W140 N10323 Fond du Lac Ave. (comments read into the record)

Please visit the Village's YouTube website to watch/listen to the recorded meeting for additional details: https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ

MOTION Nilles second Shadid to Approve a conditional use permit to allow circuit board assembly and testing as a component of the BioResearch operation from the existing office building located at W157 N11593 Fond du Lac Avenue subject to the following conditions:

1. This permit authorizes limited uses and activities as set forth in the conditional use permit application dated June 8, 2023 and in the supporting documents made part of the application on file with the Village. All the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
 2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities and/or uses which cause problems or harmful effects not anticipated at the time of approval of this CUP or where conditions imposed were anticipated to ameliorate or eliminate such problems or harmful effects but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
 3. All interior and exterior building modifications (including exterior lighting) and/or site improvements may require permits and/or other approvals from the Village. State-approved plans may be required for any proposed improvements or remodeling. Detailed plans for any interior or exterior improvements shall be submitted to the Village as part of a building permit application.
 4. If the proposed use constitutes the type of change in occupancy that requires interior and/or exterior remodeling or additional fire safety features to comply with current building, fire safety and other applicable codes and regulations, the operator shall coordinate the preparation and submittal of state-approved plans to and approved by the Village Fire Department and Inspection Services prior to occupancy.
 5. The owner/operator shall contact the Fire Department and Inspection Services for a pre-occupancy inspection prior to commencing operations.
 6. All exterior signage, including temporary signs, require a permit from the Village.
- Discussion followed.

MOTION carried unanimously.

- D. **Virtus Development LLC**, Agent for District One LLC and the Robert & Mary Hacker Trust, Property Owners - W140 N10363 Fond du Lac Avenue and Parcel Tax Key GTNV 351-984 for applications to (1) Rezone Parcel 1 from the B-1: General Business District and Parcel 2 from the Rs-6: Single-family Residential Zoning District to the B-3/PDD "Kuhburg District" Planned Development District and (2) Amend the General Development Plan for the "Kuhberg District" PDD, Resolution #16-2018 to include the expansion of the business parking and a multi-family development and (3) Site Plan Review for a 4-unit multi-family townhouse. (ACTION)

Director Retzlaff summarized the revised plan that has a 33 stall parking lot and a 4 unit townhouse style residential development. David Koziol, Virtus Development said the townhomes were not part of the original development but thought it would be a beneficial for the Village to transition from business to residential. He said they originally had 6 units and repositioned the buildings and added more parking. They

wouldn't have come in the plan if they knew it was not going to be approved. Michelle Sopa, Virtus, said they did take the public comments into consideration and reduced the number of units from 6 to 4. They are hearing the neighbors want something more modest and they feel this is a modest 4 family unit that will be a buffer from the residential to the north and block noise and light. They feel like they've met the criteria that has been asked of them and that the parking will be needed for the restaurant. They hope to build the restaurant and 4 family concurrently in spring.

Discussion followed. Trustee Baum questioned Director Retzlaff's suggestion to move the property line on the north side of the townhouses further north 10-15 feet by eliminating the southern 7 parking stalls. But he asked if there would be enough parking. Trustee Baum said the concerns he's heard from the residents is regarding the 3 stories and asked if they can raise the grades up around the front and sides so it's a 2-story building. Mr. Koziol said they could look at that. Trustee Baum asked for clarification on the type of hedges to be planted south of the driveway. He said the little beak above the windows wasn't doing anything for him. Director Retzlaff said the building is still too close to the south property line at 5 feet. Trustee Baum said another concern is the driveway needs to be right in right out. Commissioner Nilles agreed because there is nowhere to turn around. Trustee Baum said he agrees with moving the building further north but is concerned the parking is needed.

MOTION Shadid second Williams to Approve amending and expanding the "Kuhburg Planned Development District" to include two additional parcels totaling approximately 1.1 acres located in the southwest corner of the Donges Bay Road @ Fond du Lac Ave/STH145 intersection subject to the following requirements and conditions:

1. The following sections of conditions & restrictions for the Kuhburg PDD as set forth in Resolution No. 16-2018 shall be revised as follows:

SECTION 1. PURPOSE AND INTENT. The Kuhburg District PDD is intended to provide for the orderly and attractive re-development and operation of commercial retail uses, as well as multi-family dwelling uses, where such activities are conducted within the two existing buildings located at the Donges Bay Road @ Fond du Lac Ave/STH145 intersection, including a vacant schoolhouse and 2-story tavern, and a 4-unit multi-family townhouse. The Kuhburg District PDD will be comprised of a 1-story coffee shop building and a 2-story restaurant building connected by a covered/screened portico providing seasonal seating for patrons of the coffee shop and restaurant operations . and a 4-unit multi-family townhouse.

The re-development is intended to be compatible with adjacent and surrounding residential development and enhance the economic stability and quality of life in the Village of Germantown. These projects are aligned with the vision for the Victory Center Corridor and in particular with regard to the proposed 2050 Comprehensive Plan which allows for multi-family residential development in a traditional design pattern in densities up to 10.0 DU/acre (which is in keeping with what is proposed (6.0 DU on a .74 ac parcel).

SECTION 2. GENERAL DEVELOPMENT PLAN (GDP). The General Development Plan (Sheet C1.02 dated July 20, 2023) (Exhibit B on Sheet GD100 dated February 23, 2018) establishes the basic parameters for development within the Kuhburg District PDD and all additional parcels now in the development for including the

approximate size and orientation of buildings, density of development, setbacks, location of access roadways and driveways, and the general location and extent of landscaping and buffering. While all re-development within the PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval. Proposed modifications and/or revisions to the GDP shall be reviewed consistent with Section 17.27(9) of the Zoning Code.

SECTION 3. PERMITTED LAND USES. Permitted Principal, Accessory, Conditional and Temporary Uses allowed within the Kuhburg District PDD shall be as set forth in Section 17.22(1)(a) and 17.30 of the Zoning Code.

SECTION 7. SITE DEVELOPMENT AND BUILDING REQUIREMENTS.

Unless otherwise set forth below, all site development and building associated with the two commercial buildings shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying B-3: General Business Zoning District and other applicable Zoning Code regulations.

c. LOT AND BUILDING REQUIREMENTS

- i. Lot Area (minimum) 0 acres
- ii. Principal Building Setbacks (minimum)
 - 1. Front/Street yard 0 feet
- iii. Parking Setbacks (minimum)
 - 1. Front/Street yard 0 feet
 - 2. Side yard 0 feet
 - 3. Rear yard 0 feet

Unless otherwise set forth below, all site development and building associated with the residential townhouse development shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying Rm-1: Multi-Family Zoning District (Section 17.22) and other applicable Zoning Code regulations

d. LOT AND BUILDING REQUIREMENTS

- i. Lot Area (minimum) 0.5 acres
- ii. Principal Building Setbacks (minimum)
 - 1. Front/Street yard 27 feet
 - 2. Side yard 5 feet
 - 3. Rear yard 35 feet
- e. Notwithstanding the above, the minimum building setback from the nearest point of any townhouse building to the south property line shall be 30 feet;
- f. The minimum parking lot/driveway setback from the nearest edge of the driveway curb to the south property line shall be 15 feet if a significant landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area, or, 10 feet if a decorative privacy fence and landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area

2. The Developer shall provide one complete and accurate legal description for all the land to be included in the PDD boundary prior to review of the PDD application by the Village Board.

3. The PDD conditions & restrictions resolution shall contain a requirement that a certified survey map (CSM) be completed and approved to combine the parcel with the two retail buildings to the parcel with the proposed parking lot prior to issuance of any

construction permit(s) required for the parking lot. And right-of-way dedication requirement for Fond du Lac Avenue shall be reflected in the CSM.

Discussion followed. Commissioner Nilles asked what additional benefit the Village was gaining from approving the PDD. Director Retzlaff stated the redevelopment of an eyesore and restoration of a historic structure along with additional landscaping and parking. Mr. Koziol said another locally owned restaurant with a connection to the Kaffeehaus adding it will be a great place for residents to hang out. The townhomes will create a buffer between the residential, the restaurant and coffee house. Michelle Sopa said they would also provide housing for young professionals that is in demand. Director Retzlaff asked if there was a thought the development may qualify for the Washington County Next Generation Housing Program that provides for sale housing for young professionals that is affordable. Commissioner Williams asked if the restaurant will still move forward if the townhomes do not get approved. Mr. Koziol said he could not speak for Greg Nagel regarding the restaurant. Director Retzlaff said the townhomes were not part of the original project. He said the original plan had stormwater management and parking stalls as part of the redevelopment of the restaurant and kaffeehaus and was concerned that may not happen. Ms. Sopa, Virtus Dev. said they will need to re-engineer the stormwater management and could not speak to the restaurant being completed.

MOTION carried 5-1 (Baum abstained)

MOTION Laszewski second Shadid to Approve the site development & building plans for the commercial parking lot and 4-unit multi-family townhouse development proposed by Victory Center LLC subject to the following conditions:

1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following plans unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:
 - a. Architectural plans dated July 20, 2023;
 - b. Civil Engineering plans July 20, 2023;
 - c. Lighting plans (photometric plan) dated July 18, 2023;
 - d. Storm Water Management Report dated July 21, 2023

If revised plan sheets are necessary, each revised sheet shall contain the date of said revision clearly stamped in the lower right corner.

2. Site Plan approval is subject to creation of the "Kuhberg District" Planned Development District as proposed by Victory Center LLC.

3. The Developer shall reduce the size of the commercial parking lot by eliminating or reconfiguring stalls along the south side (closest to the townhouse building) in order to reconfigure the size of the two parcels to allow the townhouse building to be shifted up to 15 feet north. The goal is to create more building and driveway setback (and in turn more landscaping buffer and/or fencing) between the townhouse and the single-family property to the south meeting the following minimum requirement:
 - a. The minimum building setback from the nearest point of any townhouse building to the south property line shall be 30 feet;

b. The minimum parking lot/driveway setback from the nearest edge of the driveway curb to the south property line shall be 15 feet if a significant landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area, or, 10 feet if a decorative privacy fence and landscape screen/buffer is installed along the entire length of the paved driveway and parking stall area

4. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit for the shell building.

5. All outstanding items and issues identified by Village Staff in the following review memos shall be resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment, and approval prior to commencing construction or issuance of building permits (excluding “early start” site clearing and footing/foundation work approved by the Village and/or WI DSPS):

a. July 31, 2023, memo from Brad Seubert, Harwood Engineering

6. State agency (DSPS) approved plans and a \$20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.

7. Dumpster enclosures shall be designed to meet the Village’s dumpster enclosure guidelines. The Developer shall provide dumpster enclosure plans for review and approval by the Village Planner prior to issuance of an occupancy permit for the townhouse building.

8. A complete landscape plan for both the commercial parking lot and townhouse development shall be reviewed and approved by the Village Forester and Plan Commission prior to final site grading or issuance of an occupancy permit for the townhouse building. Said plan shall include a tree survey as required under Section 17.43(5) of the Zoning Code and a complete landscaping plan that indicates the proposed species, quantities, and planting sizes. The plan should include the Village’s street tree requirements for both the commercial parking lot and the townhouse development.

9. Right-of-way permits are required for any/all construction conducted in the Donges Bay, Wasaukee Road and Town 9 Parkway rights-of-way. Contact the Public Works Department/Highway Superintendent for permit submittal requirements.

10. The Developer shall install a privacy fence along the west property line adjacent to the commercial parking lot and connect to the existing privacy fence to the north.

MOTION to Amend Shadid to eliminate Condition #3 - MOTION fails no second.

MOTION to Approve carried 5-1 (Baum abstained)

E. The Dickman Company, Agent for RA Steinman Legacy LLC and Holy Hill Self Storage LLC, Property Owners & Truck Country - N128 W21795 Holy Hill Road. Site Plan Review Consultation (CONSULTATION)

Director Retzlaff reviewed the Truck Country proposal seeking feedback on a potential 15.7-acre, 30,000 sqft truck and semi-trailer sales and service facility located in the southeast corner of the Holy Hill Road @ I-41 interchange in the Holy Hill Gateway District. Dan Armstrong, representing Truck Country, presented an overview of the business and said they are looking to grow the business in size and employees and saw an opportunity to be a part of the Village. Director Retzlaff explained that while no formal action is required, the property owner and Staff are looking for feedback on any/all aspects of the proposed development, particularly whether the Plan Commission would prefer to wait until the Holy Hill Gateway master plan has been completed or move forward with this proposal.

Plan Commission members had the following comments and concerns:

- how many trailers or vans would be on site
- will you provide showers or lounge as part of this location
- will this business affect the utility extension
- is this the type of business we want at this location
- this site has been underutilized for years, still want to go through the planning process to see what else surfaces to maintain continuity, this use isn't what he had in mind, site would be attractive to a lot of different uses maybe apartments or retail/service
- this site could have a hotel or small restaurant, use not ruled out but need to go through the master plan process
- who will improve the access driveway, truck turning movements needed on the north side
- where would we put residential in this area, this use makes sense at the interchange.
- i don't see residential in this area, this seems like a good application
- this business seems right for this location, but is it right for what the Village wants or needs
- the railroad crossing is a process to go through and if its not approved will change the dynamic of the land use if it doesn't go through, we need to go forward with the Freistadt District master planning effort and to do that with the knowledge whether we are or are not going to get the railroad crossing approved by the DOT>
- aesthetics not exactly beautiful for the Gateway to the Village having a lot of trucks, will set the tone for that district

Jim Barry, part of the ownership group that owns the property, thinks this is the perfect buyer, and marketing shows there is no market for residential right now and site could sit for a very long time if we lose this opportunity. David Buckley, Barry Company, has been marketing this company, said they have adjusted their marketing to fit the 2050 Plan and go after retail like a Culvers type market but have had no action.

This item was for discussion only. No action was taken.

PLAN COMMISSION MINUTES

October 10, 2022

CALL TO ORDER: Planning Assistant Lori Johnson called the meeting to order at 6:30 pm.

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

MOTION Shadid second Laszewski to Appoint Trustee Baum as Chairman Pro-Tem.

MOTION carried unanimously.

PUBLIC INPUT:

- Trustee Baum read comments into the record from Tammy Schneider, W204 N9699 Lannon Road – She expressed their neighborhoods displeasure with what the Plan Commission wants to do with the corner of Lannon and County Line Road.
- Melanie Smythe, N140 W17938 Cedar Lane – said a fire station should be considered as part of the new DPW site, there should be consideration for land use for parks, and Plan Commission should consider residents concerns.

APPROVAL OF MINUTES:

MOTION Baum second Laszewski to Approve the minutes from August 22, 2022.

MOTION carried. Commissioner Williams and Shadid abstained.

Gehl Food & Beverage – N116 W159970 Main Street. The property owner is requesting approval for a wall sign permit and modification to the previously approved 42' x 33' vinyl wrap for the silo. Associate Planner Zandt summarized the proposal.

MOTION Laszewski second Shadid to Approve the proposed wall sign for Gehl Food and Beverage located at N116 W15970 Main Street as proposed.

MOTION carried unanimously.

Resolution No. 03-2022 to Revise Resolution No. 02-2022 approving the Village of Germantown 2050 Comprehensive Plan. Director Retzlaff summarized the revisions the Village Board made to the 2050 Plan. He explained the County provided their comments on the Comprehensive Plan after the public hearing and the Village Board accepted the revisions. He said the changes are factual and were minor and he adopted them into the language. Discussion continued. Commissioner Nilles pointed out a spelling error.

MOTION Shadid second Williams to Approve Resolution 03-2022 as presented.

MOTION carried unanimously.

Virtus Development, Agent for District One and Robert and Elizabeth Hacker Trust – W140 N10363 Fond du Lac Avenue and Parcel GTNV 351-984.

The request is for approval of a Rezoning application to amend and expand the "Kuhburg Planned Development Zoning District" and a revised General Development Plan to add parking, storm water management and a 6-unit multi-family residential building. Director Retzlaff summarized the proposal and Greg Nagel, Virtus Development, presented the plan.

Public Hearing opened at 7:17 pm.

- John Figie, W140 N10323 Fond du Lac Avenue, was not in favor of the rezoning, the lot is too small for multi-family development, 3-story building is too high, feature needed to block the view, has not problem with parking lot expansion.
- David LaLlave, N140 W10259 Fond du Lac Avenue, had a problem with the 6-family development and height, where would guests park, did not have a problem with the parking lot.
- William Junker, N101 W14230 Sunberry Road, wait to see what else may come in for development, asked where guest would park, against 6-family development.
- Adam Gratz, N104 W14085 Donges Bay Road, Did not want to be around multi-family housing or look at a 3-story building, what will the development do to the property values.
- Brian Depies, W143 N9867 Ridgewood Drive, spoke in favor of the development, he promotes density where it makes sense and there is sewer and water, he knows Greg Nagel who is vested in this corner.
- Greg Nagel, Virtus Development, guest parking would be shared with the parking lot, the turning distance is 22-foot aisle, the detention pond obtains water and will not be permanent wet.
- Jan Miller, W151 N10297 Windsong Circle W, liked the concept of the coffee shop, restaurant and parking lot, spoke in favor of the multi-family development if owner occupied, does not think a single-family dwelling will go there, it's a good concept but would like to see a duplex or 4 units in that space.

Public Hearing closed 7:43 pm.

MOTION Shadid second Williams to Table with some direction.

Discussion ensued. Comments included:

- Likes the idea of the transition, agrees with some of the comments, tight, height seems high, doesn't think this plan works but the overall idea is good,
- Generally in favor of the concept, agrees with some of the other thoughts, is it really a traditional neighborhood design, some adjustments needed, reduce the number of units.
- Don't like what was presented, agrees with Trustee Miller's comment about being owner occupied.
- Works well as a buffer between business and residential, reduce the number of units, take the garage and put next to the units and elongate the building and bring down the height, sees problems with shared parking lot, access to the road a problem right in right out only, have driveway connect to the parking lot, no problem with multi-family but too dense.
- Idea to propose duplex with garages on the outside, facing the pond with outdoor courtyard area and then another 2-unit building, drive width to one lane not against single-family.
- 6-units too many for the lot size but could work and will look at other options.

MOTION carried unanimously.

Elwood & Susan Meissner, N96 W16248 County Line Road and W162 N9632 Mayflower Drive.

The property owners are requesting approval of a rezoning application and 2-lot certified survey map in order to divide an existing .62-acre residential property containing two existing multi-family dwelling units. Associate Planner Zandt summarized the proposal.

**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**

Virtus Development LLC

13890 Bishops Drive

Suite 250

Brookfield, WI 53005

Phone (262) 641-0746

E-Mail greg.nagel@virtusdevelopment.us

PROPERTY OWNER

District One, LLC

13890 Bishops Drive

Suite 250

Brookfield, WI 53005

Phone (262) 641-0746

E-Mail greg.nagel@virtusdevelopment.us

2**PROPERTY ADDRESS OR GENERAL LOCATION****TAX KEY NUMBER**1. Lot 0 Fond Du Lac Ave. and 2.W140 N10363 Fond Du Lac Ave.
Germantown, WI 53022

GTNV 351984

GTNV 351965

3**REZONING REQUEST****FROM**

- 1. Rs-6
- 2. Rm-1

TOBoth added to "Kuhburg
District" PDD**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 rezoning will allow for the development of four townhomes and a parking lot expansion for the adjacent businesses. Both projects will add economically and socially to the village in keeping with the 2050 plan.

The south lot will be developed into townhomes. Each newly constructed home will offer two+ bedrooms and two-and-a-half baths, a two-car garage, and 1,400 square feet of living space. This townhome housing type currently has limited inventory and high demand in the village. These homes will be sought after by young families, professionals, and empty-nesters. Furthermore, the townhomes will provide a natural transition/buffer between the adjacent parking area and restaurant and the existing homes, to allow for the best usage/value of the existing property.

As preliminarily approved, the parcel containing the existing house will be converted to parking in accordance with the preliminary approval for the Kuhburg District PDD, allowing the project to achieve approximately 60 total parking spaces as desired and recommended.

6

SUPPORTING DOCUMENTATION:

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

7

READ AND INITIAL THE FOLLOWING:

GN 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.

GN 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.

GN 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

GN 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!

 6/13/2023
Applicant Date

 6/13/2023
Owner Date

**Fee must accompany application**

- ☐ \$700 Minor Addition
- ☐ \$1,240 Construction <10,000 SF
- ☐ \$2,095 Construction 10,000 SF to 50,000
- ☐ \$3,460 Industrial Construction >50,000 SF
- ☐ \$3,460 Commercial Construction >50,000
- ☐ \$200 Plan Commission Consultation
- ☐ \$125 Fire Department Plan Review

PAID _____ DATE 7/21/23

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1 APPLICANT OR AGENT

Virtus Development LLC
13290 Bishops Drive
Suite 250
Brookfield, WI 53005

Phone (262) 641-0746E-Mail greg.nagel@virtusdevelopment.us**PROPERTY OWNER**

District One, LLC
13290 Bishops Drive
Suite 250
Brookfield, WI 53005

Phone (262) 641-0746E-Mail greg.nagel@virtusdevelopment.us**2 PROPERTY ADDRESS**

1. Lot 0 Fond du Lac Ave, and 2. W140 N10363 Fond du Lac Ave,
Germantown, WI (Tax Keys GTNV351984 and GTNV351965)

3 NEIGHBORING USES - Specify name and type of use, e.g. Enviro Tech - Industrial, Smith - Residential, etc.

North <u>Commercial</u> <u>restaurant & parking</u>	South <u>Residential</u>	East <u>Industrial</u>	West <u>church</u>
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4 READ AND INITIAL THE FOLLOWING:

GNN I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.

GNN I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.

GNN I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5 SIGNATURES - ALL APPLICATION MUST BE SIGNED BY OWNER!

[Signature] 7/21/2023
Applicant Date

[Signature] 7/21/2023
Owner Date

July 21, 2023

Greg Nagel, Owner
Virtus Development LLC
13890 Bishops Drive
Suite 250
Brookfield, WI 53005

Village of Germantown
Attn: Jeff Retzlaff
Planning Department
N112 W17001 Mequon Road
Germantown, WI 53022



Dear Mr. Retzlaff,

Virtus Development is submitting this Statement of Design Intent as it applies to the Site Plan Review application we are submitting for the Germantown Townhouse project.

The Intent of this design is for the Townhouse project to be a small-scale multi-family building that acts as a buffer between the commercial buildings to the north (coffee shop and restaurant), as well as a transition to the residential single-family properties to the south. The design itself is in keeping with the traditional style of homes that currently exist in the area. This parcel, which is zoned R-2 Residential, will also contain a detention pond for stormwater management from the sites, and from the adjacent parcels. We believe the scale and density of this project is aligned with the vision for the Victory Center Corridor, particularly with regard to the proposed 2050 Comprehensive Plan, which allows for multi-family residential development in a traditional design pattern in densities up to 8.0 DU/acre, which is in keeping with what is proposed (4.0 DU on a .74 AC parcel).

We are further proposing the following revisions to Resolution 16-2018 Adopting Conditions and Restrictions for Kuhburg District PDD:

1) Section 1: **PURPOSE AND INTENT**

The Kuhburg District PDD is intended to provide for the orderly and attractive re-development and operation of commercial retail uses, as well as multi-family dwelling use, where such activities are conducted within the two existing buildings located at the Donges Bay Road@ Fond du Lac Ave/STH145 intersection, including a vacant school house and 2-story tavern, and a new 4-unit multi-family townhouse. The Kuhburg District PDD will be comprised of a 1-story coffee shop building, a 2-story restaurant building connected by a covered/screened portico providing seasonal seating for patrons of the coffee shop and restaurant operations, and a new 4-unit multi-family townhouse.

The re-development is intended to be compatible with adjacent and surrounding residential development and enhance the economic stability and quality of life in the Village of Germantown. These projects are aligned with the vision for the Victory Center Corridor, in particular with regard to the proposed 2050 Comprehensive Plan, which allows for multi-family residential development in a traditional design pattern in densities up to 8.0 DU/acre, which is in keeping with what is proposed (6.0 DU on a .74 AC parcel).

2) Section 2: **GENERAL DEVELOPMENT PLAN (GDP)**

The General Development Plan (Exhibit B on Sheet GD100 dated February 23, 2018) establishes the basic parameters for development within the Kuhburg District PDD and all additional parcels now in the development for the approximate size and orientation of buildings, density of development, setbacks, location of access roadways and driveways, and the general location and extent of landscaping and buffering. While all re-development within the PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval. Proposed modifications and/or revisions to the GDP shall be reviewed consistent with Section 17.27(9) of the Zoning Code.

3) Section 3: **PERMITTED LAND USES**

Permitted Principal, Accessory, Conditional and Temporary Uses allowed within the Kuhburg District PDD shall be as set forth in Sections 17.22(1)(a) and 17.30 of the Zoning Code.

4) Section 7: **SITE DEVELOPMENT AND BUILDING REQUIREMENTS**

Unless otherwise set forth below, all site development and building shall be in accordance with the lot, building and other applicable bulk requirements set forth in the underlying B-3: General Business Zoning District regulations:

a. LOT AND BUILDING REQUIREMENTS

- i. Lot Area (minimum) 0 acres
- ii. Principal Building Setbacks (minimum)
 1. Front/Street yard 0 feet
- iii. Parking Setbacks (minimum)
 1. Front/Street yard 4 feet
 2. Side yard 4 feet
 3. Rear yard 4 feet

and 17.22 Rm-1 Zoning Code regulations

a. LOT AND BUILDING REQUIREMENTS

i. Lot Area (minimum) 0.5 acres

ii. Principal Building Setbacks (minimum)

1. Front/Street yard 27 feet

2. Side yard 25 feet

3. Rear yard 35 feet

Thank you for considering our modification request. We are looking forward to working with the Village in the successful completion of this project.

Sincerely,



Gregory V. Nagel

PLAT OF SURVEY

OWNER, PARCEL A:
DISTRICT ONE LLC
13100 WATERTOWN PLANK RD 200
ELM GROVE, WI 53122

OWNER, PARCEL B:
ROBERT J. HACKER TRUST
MARY ELIZABETH HACKER TRUST
W140 N10363 FOND DU LAC
GERMANTOWN, WI 53022

LEGAL DESCRIPTION – PARCEL A

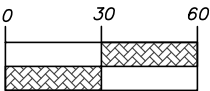
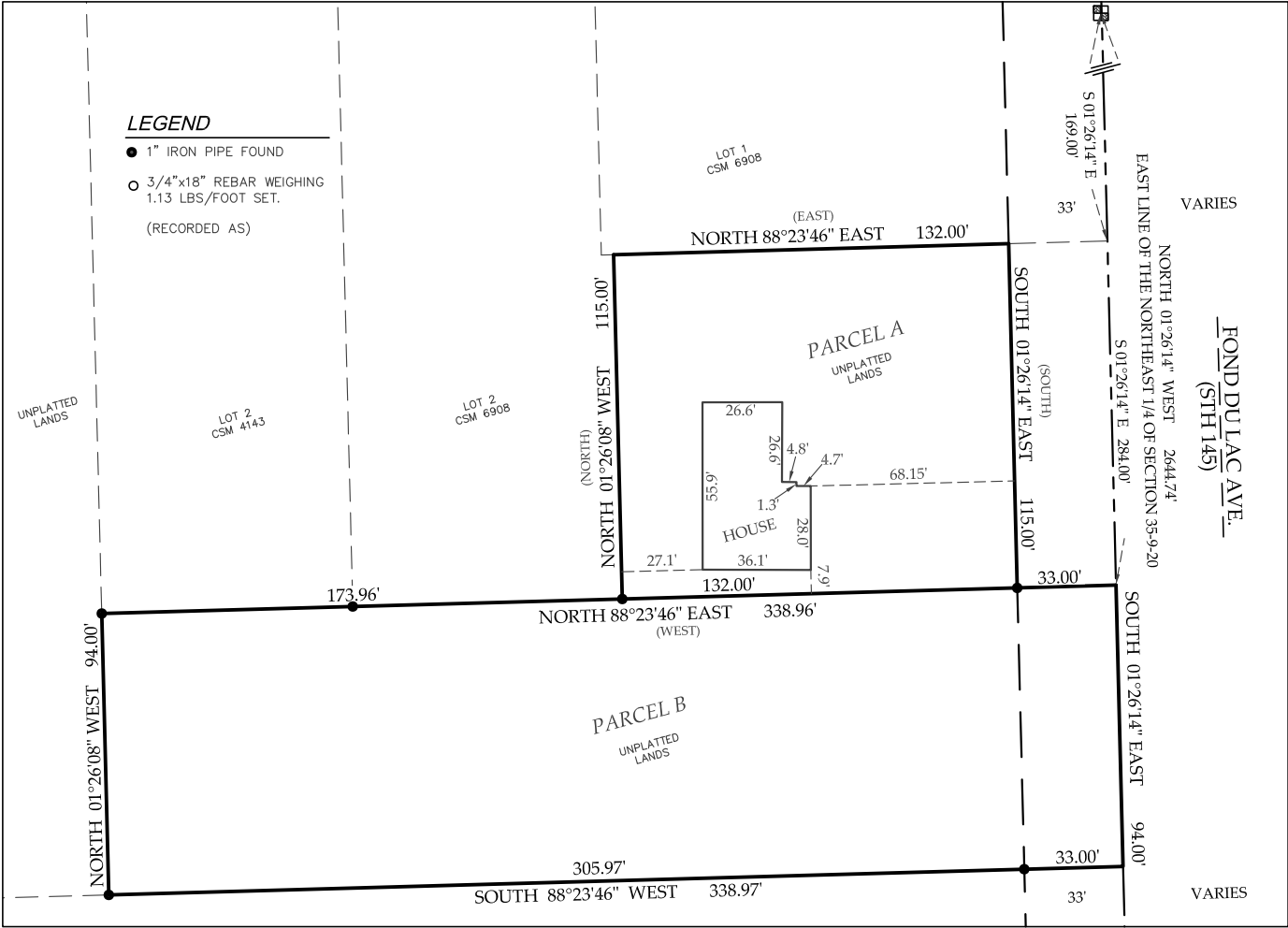
A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 2 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 169 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 RUNNING FROM THENCE SOUTH 115 FEET, THENCE WEST PARALLEL TO THE NORTH LINE OF THE SAID QUARTER SECTION 165 FEET TO A POINT, THENCE NORTH PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION 115 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION 165 FEET TO THE PLACE OF BEGINNING, LESS AND EXCEPT THAT PART CONVEYED IN THE TRUSTEE’S DEED RECORDED DECEMBER 10, 2014 AS DOCUMENT NO. 1372068.

LEGAL DESCRIPTION – PARCEL B

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION THIRTY FIVE (35), TOWNSHIP NINE (9) NORTH OF RANGE TWENTY (20) EAST, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, VIZ: COMMENCING AT A POINT 284.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NE 1/4; THENCE WEST, 495.00 FEET; THENCE SOUTH, 94.00 FEET; THENCE EAST, 495.00 FEET; THENCE NORTH 94.00 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THAT PART AS DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NO. 549640:

ALL THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 OF TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE 1/4 OF SAID SECTION 36; THENCE S 88°23’32” W ALONG THE NORTH LINE OF SAID NE 1/4 , A DISTANCE OF 495.00 FEET; THENCE S 01°26’22” E, PARALLEL WITH THE EAST LINE OF SAID NE 1/4, A DISTANCE OF 284.00 FEET TO A SET 1 INCH BY 24 INCH IRON PIPE (SET IRON PIPE) AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUE S 01°26’22” E, PARALLEL WITH SAID EAST LINE A DISTANCE OF 94.00 FEET TO A SET IRON PIPE; THENCE N 88°23’32” E PARALLEL WITH SAID NORTH LINE A DISTANCE OF 156.05 FEET TO A SET IRON PIPE; THENCE N 01°26’22” W PARALLEL WITH SAID EAST LINE A DISTANCE OF 94.00 FEET TO A FOUND 1 INCH BY 24 INCH IRON PIPE; THENCE S 88°23’32” W PARALLEL WITH SAID NORTH LINE A DISTANCE OF 156.05 FEET TO THE POINT OF BEGINNING.



THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNER OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO WITHIN 1 YEAR FROM THE DATE HEREON.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSION OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY, AND THAT I HAVE COMPLIED WITH WISCONSIN CHAPTER A-E 7.



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD83). THE EAST LINE OF NE 1/4 OF SECTION 35-9-20 BEARS NORTH 01°26'14" WEST.

PSE

122 Wisconsin Street, West Bend, WI 53095
262.346.7800 kparish@parishse.com

FN: NA-01B-17 Date: 7/21/23

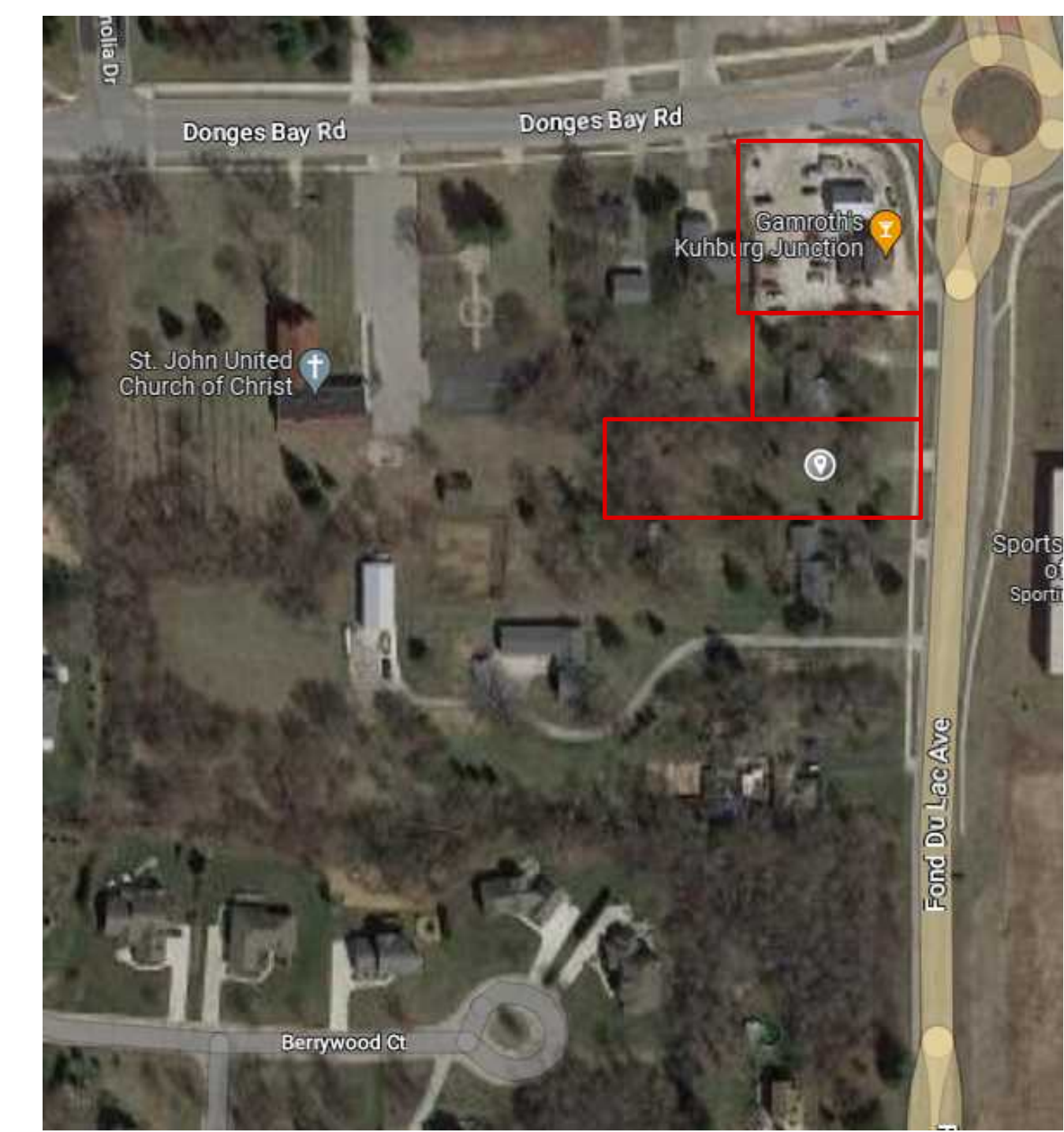
SURVEYED BY JOSEPH W. DAVID
MAPPED BY J. SCOTT HENKEL, PLS

JULY 21, 2023

GERMANTOWN TOWNHOUSES

W140 N10385 FOND DU LAC AVE GERMANTOWN, WI 53022

PROJECT LOCATION MAP



SHEET LIST

G001:	COVER SHEET
G002:	PERSPECTIVES
C1.01:	EXISTING CONDITIONS SURVEY
C1.02:	PURPOSED SITE PLAN
C1.03:	EROSION CONTROL PLAN
C1.04:	GRADING PLAN
C1.05:	UTILITY PLAN
C1.06:	STORMWATER MANAGEMENT DETAILS
C1.07:	STORMWATER MANAGEMENT DETAILS
C1.08:	EROSION CONTROL DETAILS
C1.09:	UTILITY DETAILS
AS101:	SITE PLAN
AS102:	LANDSCAPE PLAN
A101:	PLANS
A102:	UNIT PLANS
A201:	SECTIONS
A202:	SECTIONS
A203:	SECTIONS
A301:	ELEVATIONS
A302:	ELEVATIONS
A303:	ELEVATIONS
A304:	ELEVATIONS
A401:	WALL SECTIONS
A402:	WALL SECTIONS
E1.0:	ELECTRICAL SITE PLAN
E1.1:	PHOTOMETRIC SITE PLAN
E2.0:	SCHEDULES & DETAILS



1 PERSPECTIVE 1
Scale: 1/4" = 1'-0"



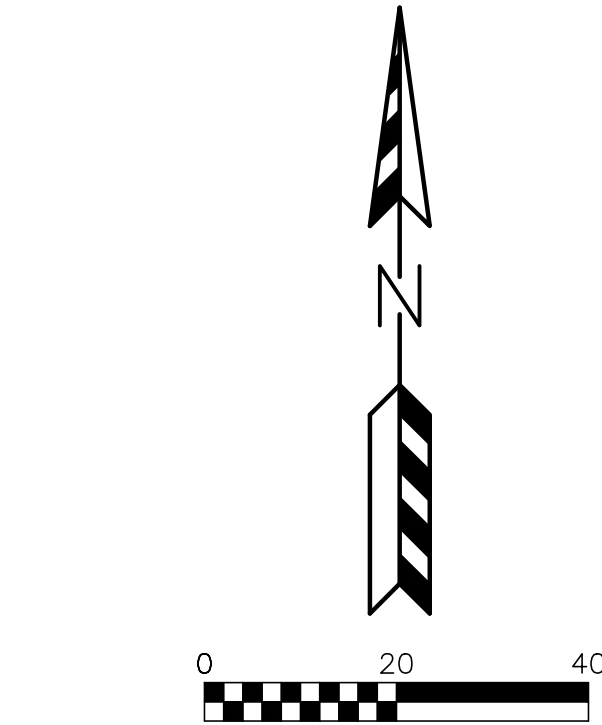
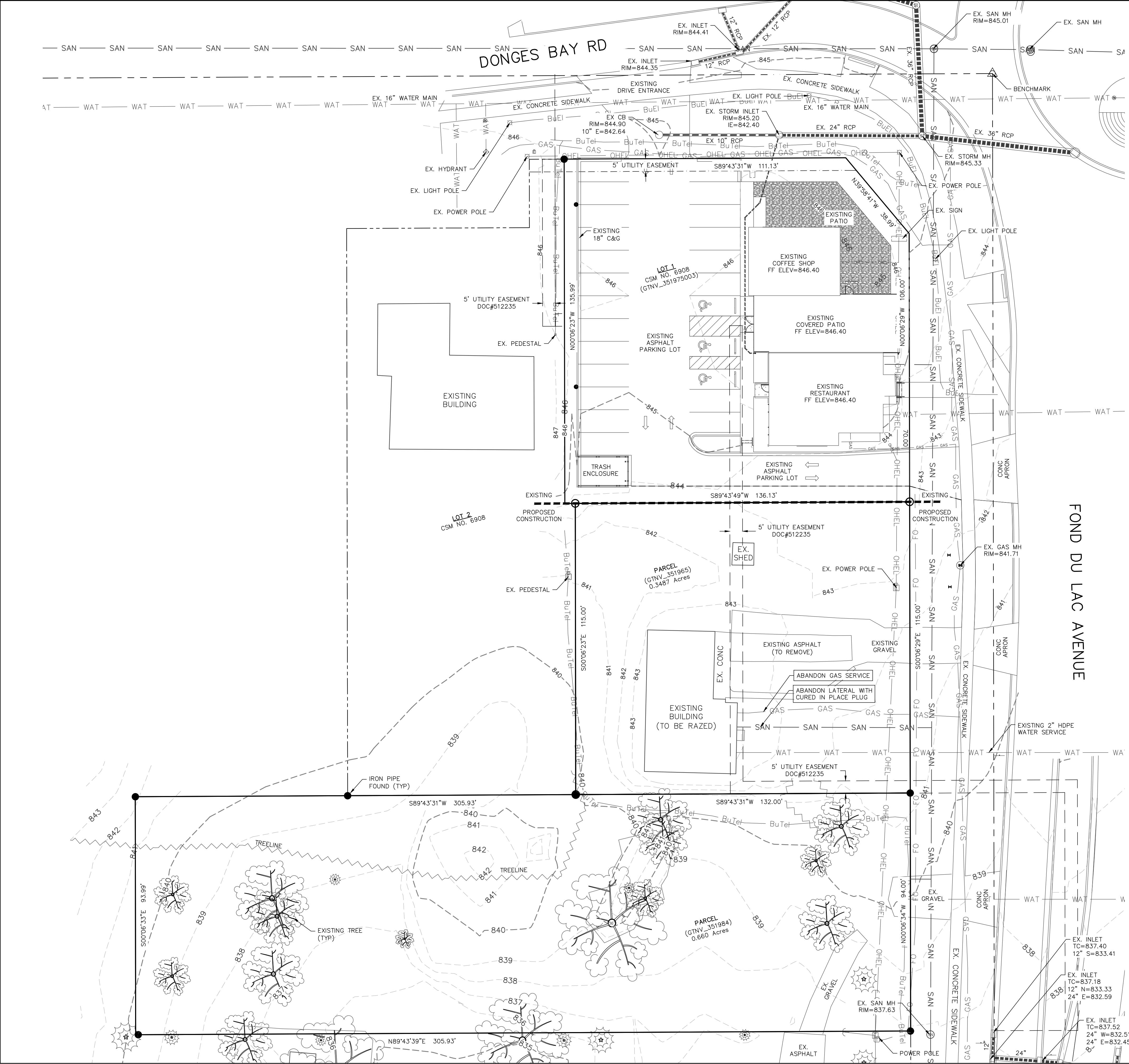
2 PERSPECTIVE 2
Scale: 1/4" = 1'-0"



3 PERSPECTIVE 3
Scale: 1/4" = 1'-0"



4 PERSPECTIVE 4
Scale: 1/4" = 1'-0"



△ BENCHMARK: SECTION CORNER, ELEV=845.04, NAVD88

- LEGEND:**
- 896 --- EXISTING MINOR CONTOUR.
 - 895 --- EXISTING MAJOR CONTOUR.
 - OHEL — OVERHEAD ELECTRIC LINE.
 - BuEl — BURIED ELECTRIC LINE.
 - BuTel — BURIED TELEPHONE LINE.
 - FO — FIBER OPTIC LINE.
 - GAS — GAS LINE.
 - SAN — SANITARY SEWER MAIN OR LATERAL.
 - WAT — WATER MAIN OR SERVICE.
 - ===== STORM SEWER LINE.
 - ELECTRIC METER.
 - GAS METER.
 - GAS VALVE.
 - FIRE HYDRANT.
 - POWER POLE.
 - SANITARY SEWER MANHOLE.
 - STORM SEWER MANHOLE.
 - STORM SEWER INLET.
 - TELEPHONE PEDESTAL.
 - TRANSFORMER.
 - WATER VALVE.

REVISIONS:		
NO.	DATE	DESCRIPTION
1	6.24.22	Shorten driveways to 5 feet.

PSE
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7800 www.parishse.com

PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**EXISTING
CONDITIONS
SURVEY**

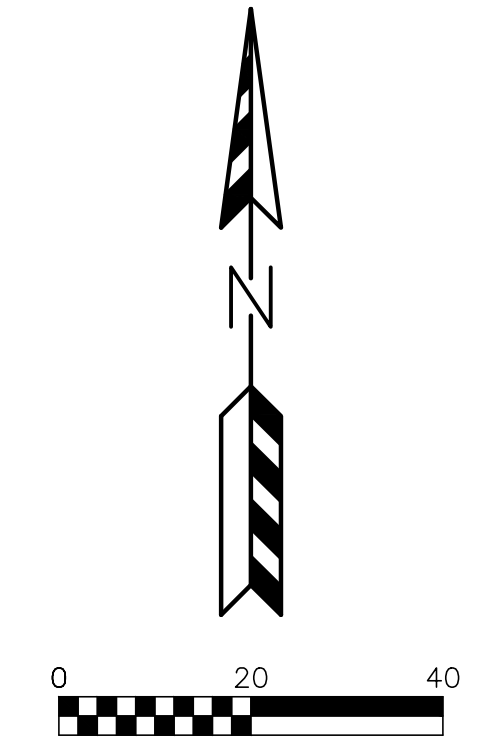
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-21-2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:
C1.01



 ASPHALT PAVEMENT
8" CRUSHED AGGREGATE BASE COURSE
2 1/4" ASPHALTIC BINDER 3 LT 58-28 S
1 3/4" ASPHALTIC SURFACE 4 LT 58-28 S

 CONCRETE SIDEWALK
4" CRUSHED AGGREGATE BASE COURSE
5" CONCRETE

SITE PLAN NOTES:	
1.	DIMENSIONS ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
2.	WHERE CURB ENDS AT CONNECTIONS SMOOTHLY TRANSITION FROM FULL CURB HEIGHT TO ZERO CURB HEIGHT WITHIN A 3' LENGTH.
3.	ALL STRIPING AND SIGNAGE SHALL COMPLY WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

[illegible]

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PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

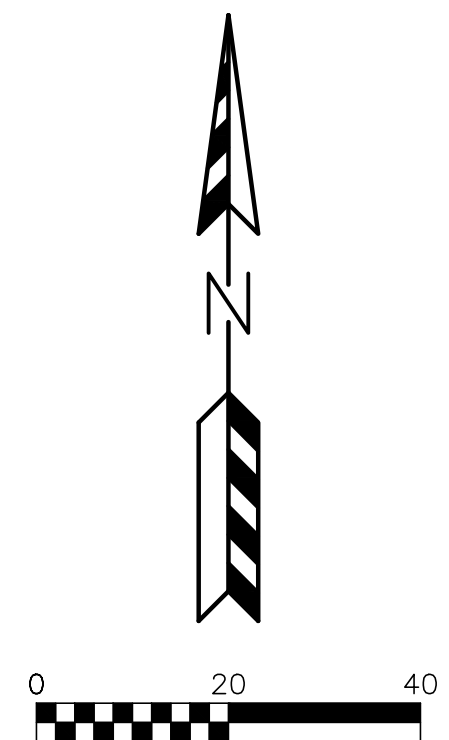
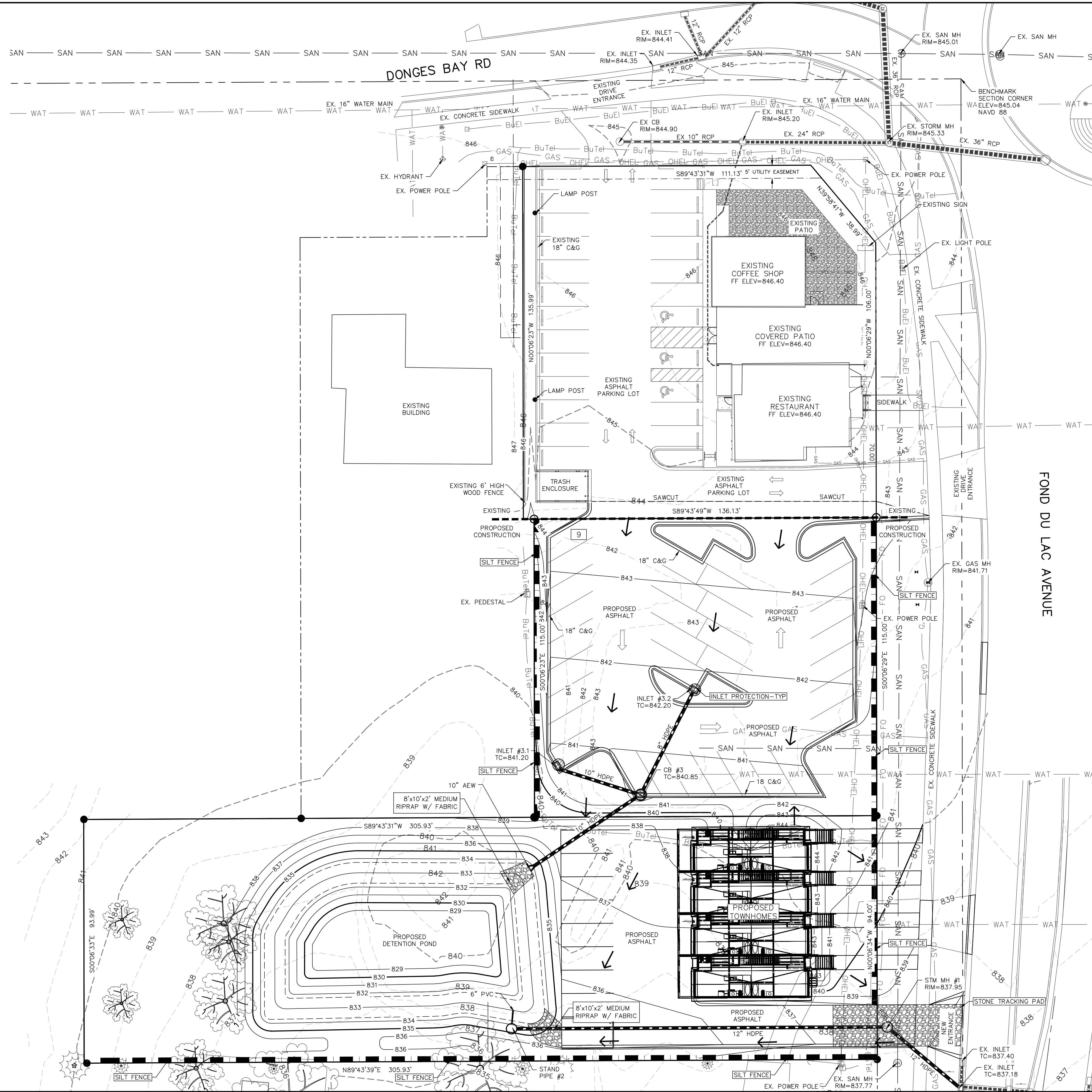
PLAN TITLE:	
PROPOSED SITE PLAN	
DRAWN BY:	
KJP	
DESIGNED BY:	
KJP	
CHECKED BY:	
KJP	

PLAN DATE:	7-20-2023
PROJECT NO:	\NA-01-17\

**VILLAGE
SUBMITTAL**

SHEET NO:

C1.02



- LEGEND:**
- - - 936 - - - EXISTING MINOR CONTOUR.
 - - - 935 - - - EXISTING MAJOR CONTOUR.
 - - - 936 - - - PROPOSED MINOR CONTOUR.
 - - - 935 - - - PROPOSED MAJOR CONTOUR.
 - - - - - PROPOSED STORM SEWER.
 - - - - - EXISTING STORM SEWER.
 - ⊙ - - - INSTALL WISDOT TYPE D INLET PROTECTION.
 - - - - - INSTALL SILT FENCE.
 - - - - - INSTALL DITCH CHECK.
 - - - - DRAINAGE ARROW.

REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

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www.parishse.com

PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**EROSION
CONTROL
PLAN**

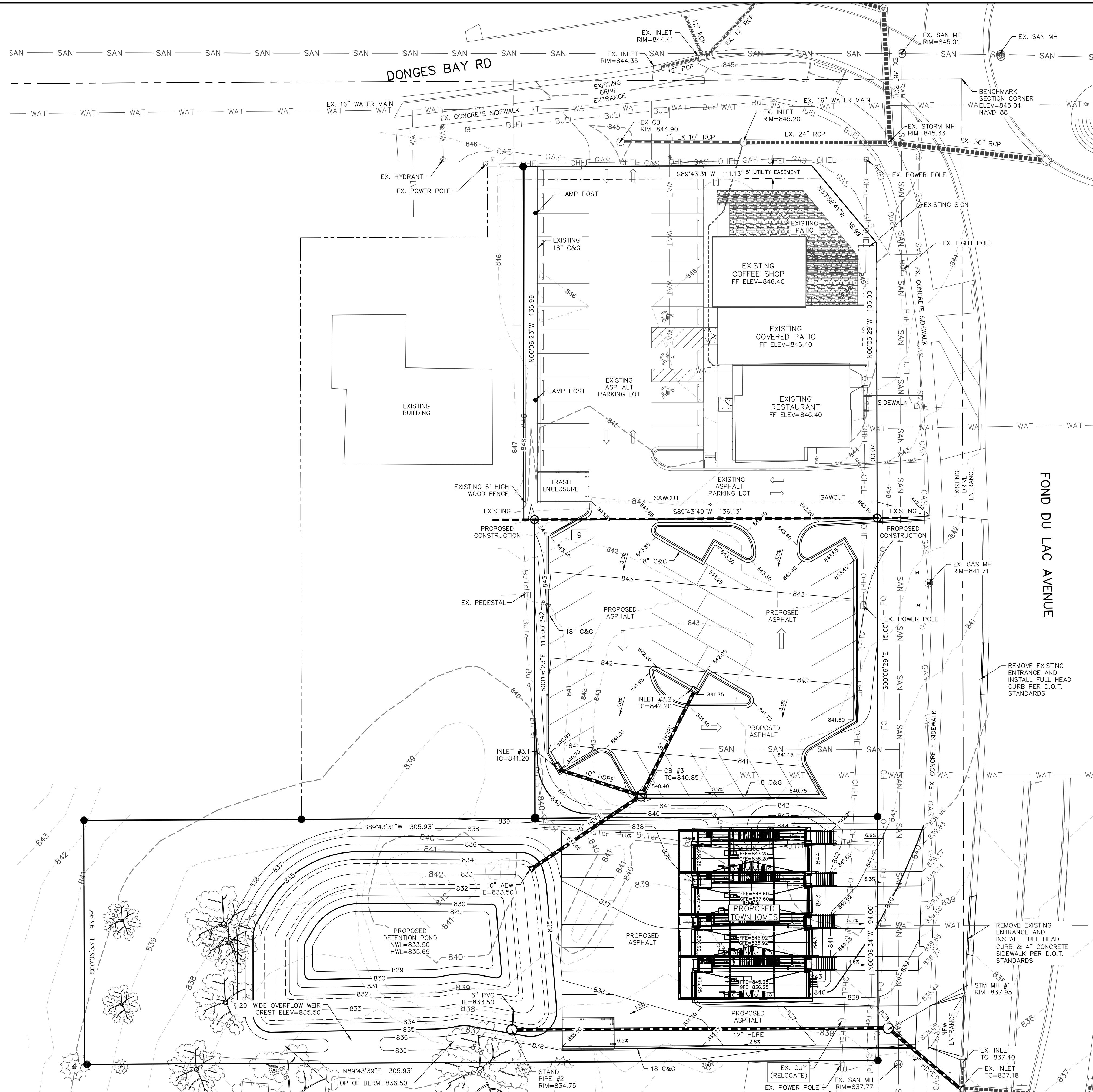
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-20-2023

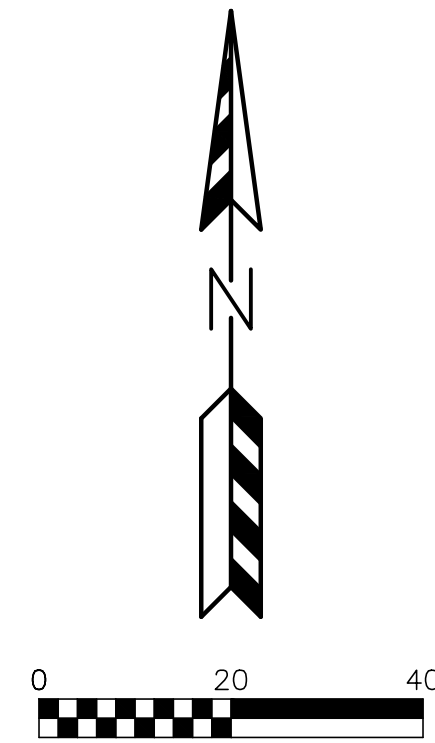
PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:
C1.03



- LEGEND:**
- 936 --- EXISTING MINOR CONTOUR.
 - 935 --- EXISTING MAJOR CONTOUR.
 - - - 936 - - - PROPOSED MINOR CONTOUR.
 - - - 935 - - - PROPOSED MAJOR CONTOUR.
 - EX 934.23 - EXISTING SPOT ELEVATION.
 - 934.23 - PROPOSED CURB FLANGE ELEVATION.
 - TC 934.23 - PROPOSED TOP OF CURB ELEVATION.
 - SW 934.23 - PROPOSED SIDEWALK ELEVATION.
 - EP 934.23 - PROPOSED EDGE OF PAVEMENT ELEVATION.
 - EXP 934.23 - PROPOSED BUILDING EXPOSURE ELEVATION.
 - FFE 934.23 - PROPOSED BUILDING FIRST FLOOR ELEVATION.
 - PROPOSED STORM SEWER.
 - EXISTING STORM SEWER.



REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

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PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**GRADING
PLAN**

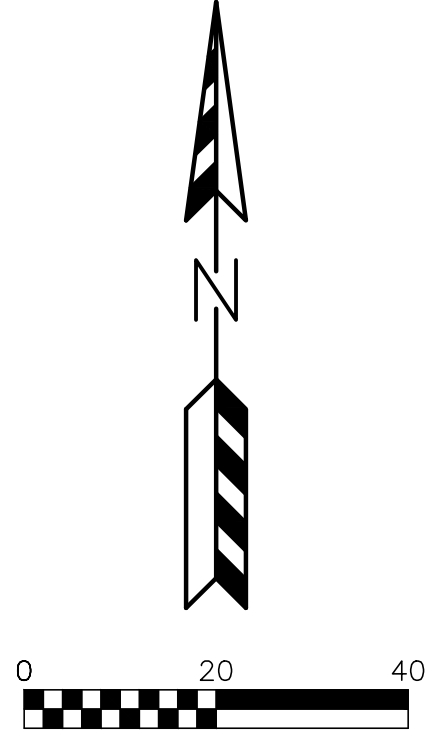
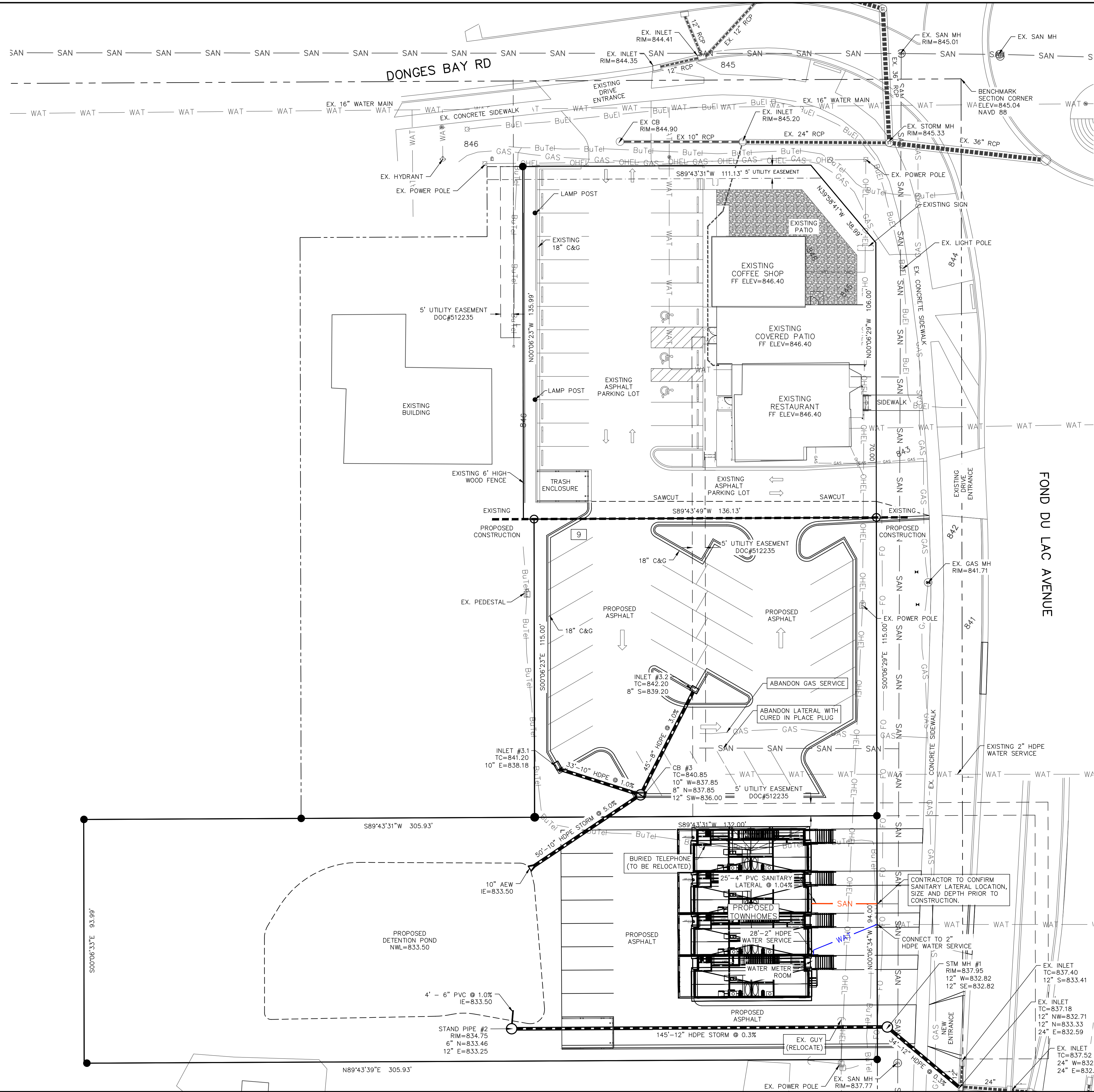
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:
C1.04



STORM SEWER CASTINGS:		
STRUCTURE	STRUCTURE DIAMETER	NEENAH CASTING OR EQUIVALENT
INLET #3.2	2' x 3'	R-3067
INLET #3.1	2' x 3'	R-3067
CB #3	4' DIA.	R-3067
STAND PIPE #2	3' DIA.	R-2561
STM MH #1	4' DIA.	R-1661

- LEGEND:**
- OHEL — OVERHEAD ELECTRIC LINE.
 - BuEl — BURIED ELECTRIC LINE.
 - BuTel — BURIED TELEPHONE LINE.
 - FO — FIBER OPTIC LINE.
 - GAS — GAS LINE.
 - SAN — SANITARY SEWER MAIN OR LATERAL.
 - WAT — WATER MAIN OR SERVICE.
 - STORM SEWER LINE.
 - ⊗ — GAS VALVE.
 - ⊙ — FIRE HYDRANT.
 - ⊞ — POWER POLE.
 - ⊞ — SANITARY SEWER MANHOLE.
 - ⊞ — STORM SEWER MANHOLE.
 - — STORM SEWER INLET.
 - ⊞ — TELEPHONE PEDESTAL.
 - ⊞ — TRANSFORMER.
 - ⊞ — WATER VALVE.
 - SAN — PROPOSED SANITARY SEWER
 - WAT — PROPOSED WATER MAIN
 - PROPOSED STORM SEWER.

UTILITY NOTE:
ABANDON EXISTING WATER SERVICE FROM RESTAURANT TO THE EXISTING RESIDENTIAL HOME TO THE SOUTH.

REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

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GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

UTILITY PLAN

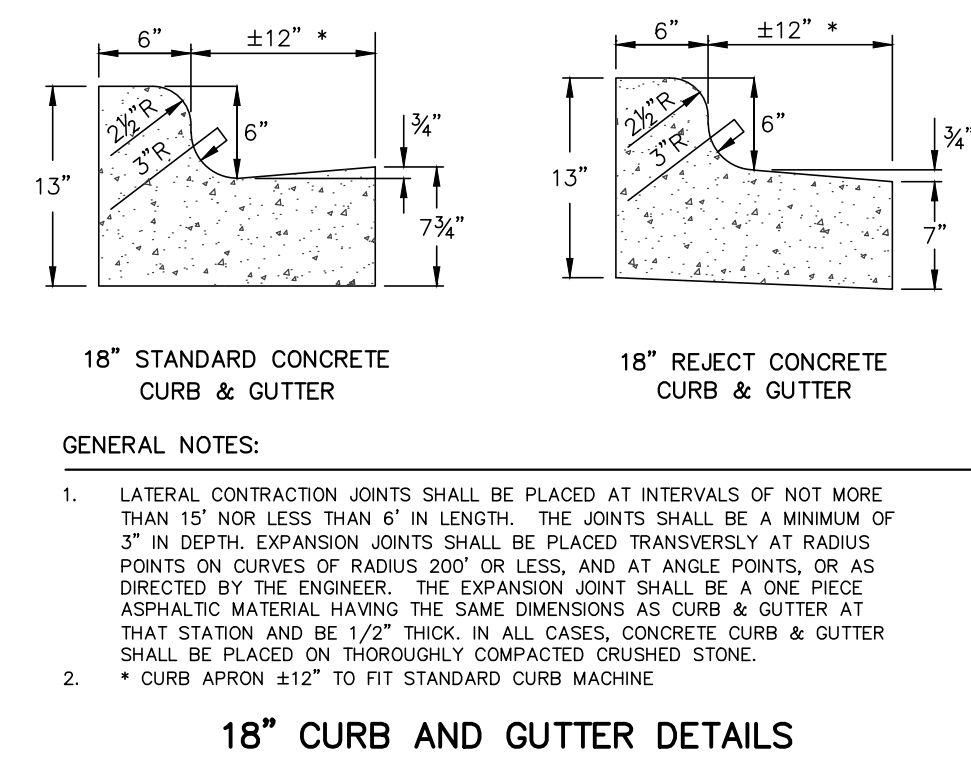
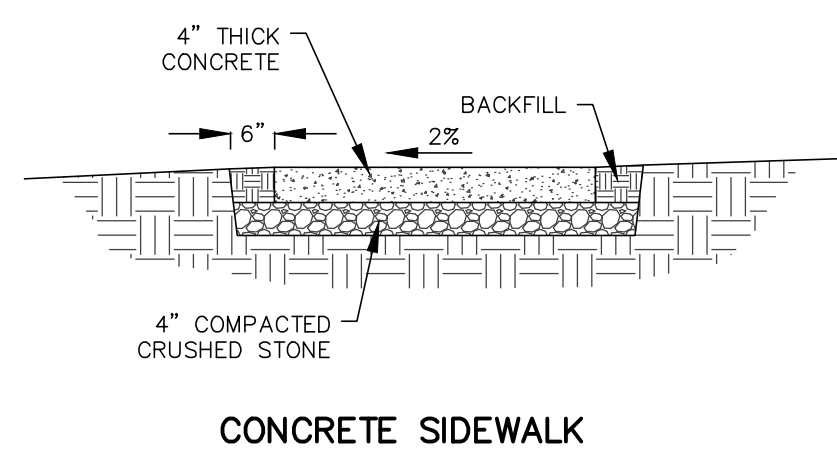
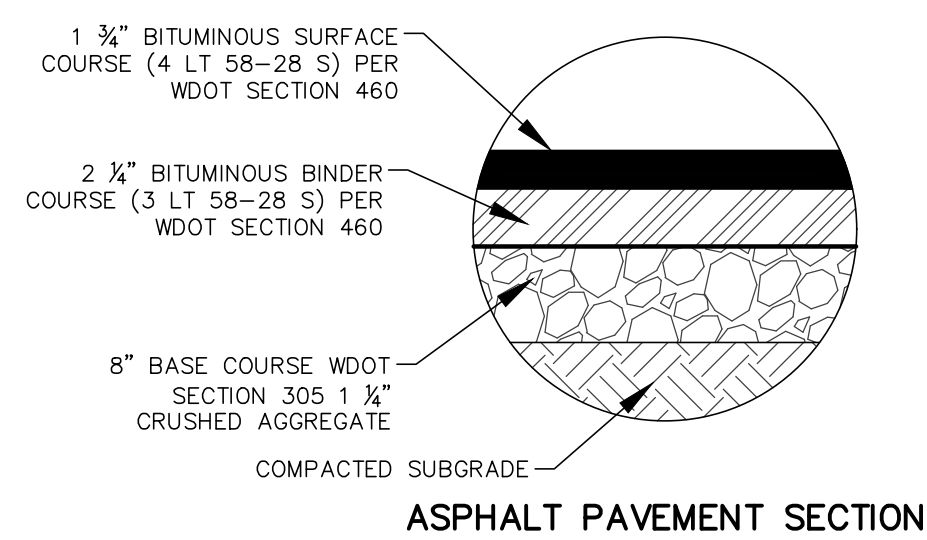
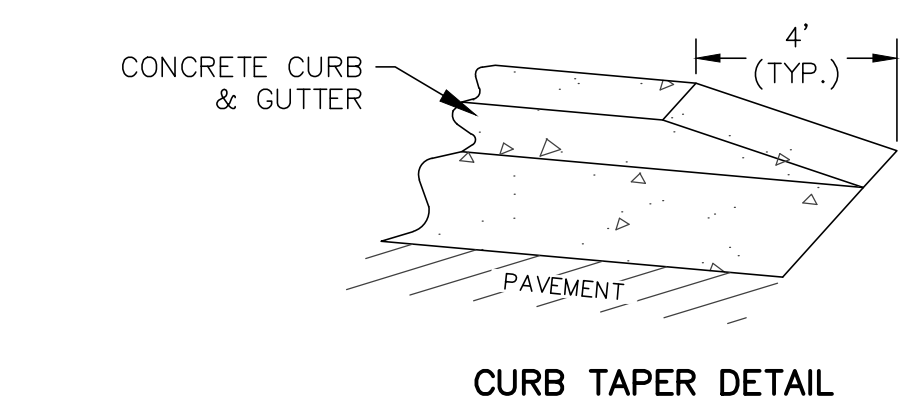
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17

VILLAGE SUBMITTAL

SHEET NO:
C1.05

[illegible]

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www.parishse.com

PROJECT TITLE:
GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

PLAN TITLE:

**STORMWATER
MANAGEMENT
DETAILS**

DRAWN BY: **KJP**
DESIGNED BY: **KJP**
CHECKED BY: **KJP**

PLAN DATE:
7-20-2023

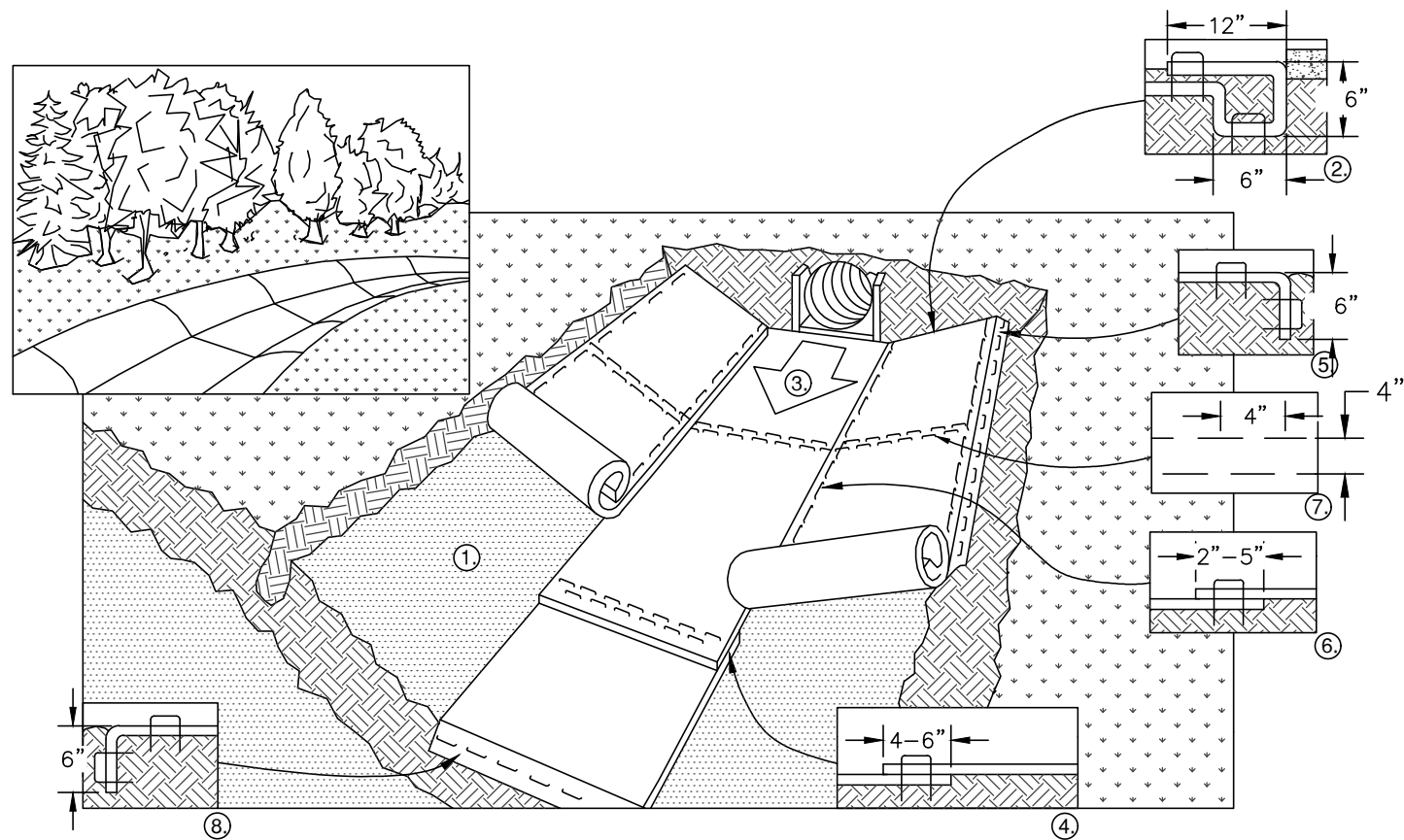
PROJECT NO:
\\NA-01-17\\

VILLAGE
SUBMITTAL

SHEET NO:

C1.07

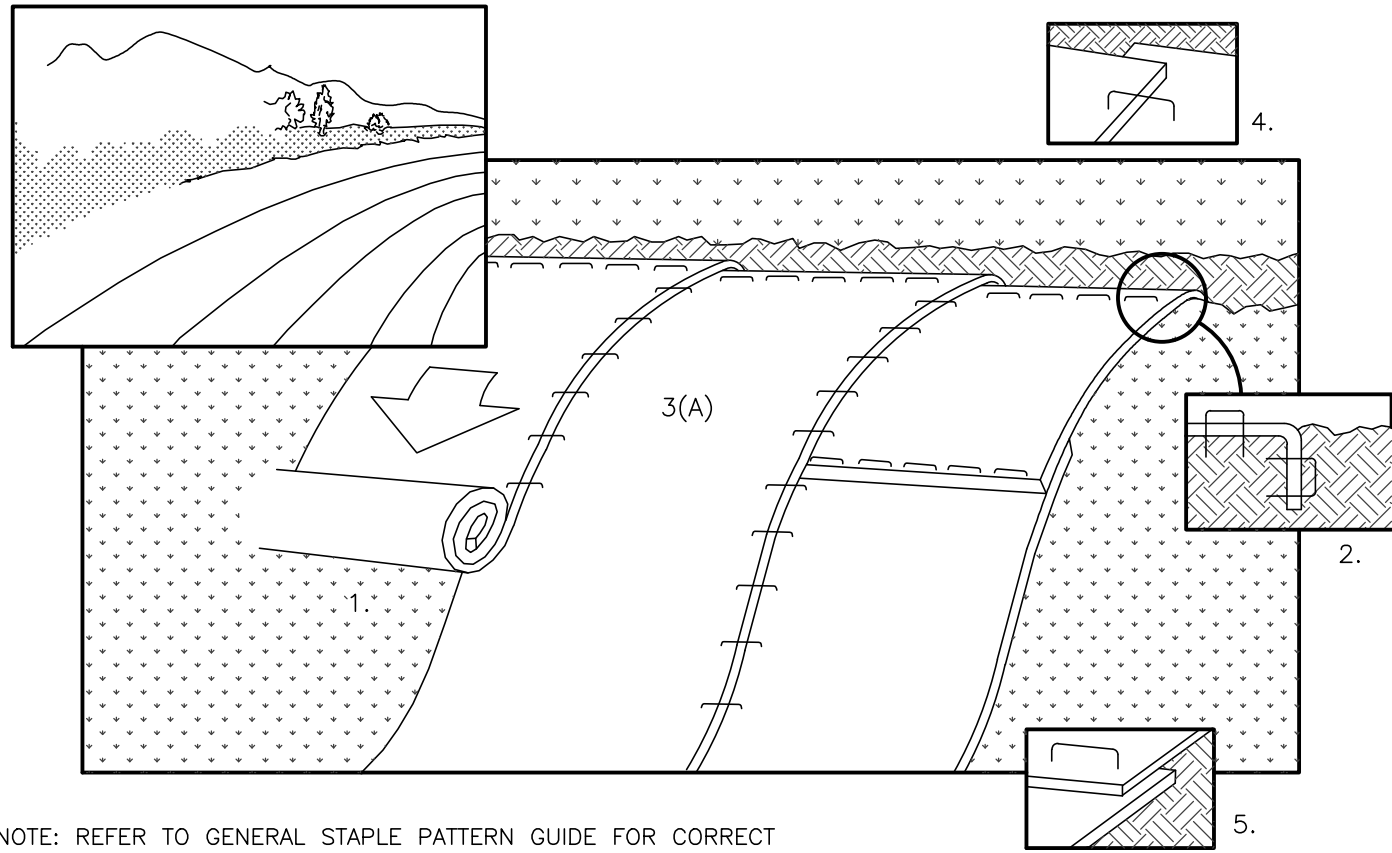
MAXIMUM PERIOD OF BARE SOIL FOR SLOPES > 20%		
SLOPE AREA DRAINS TO SEDIMENT BASIN OR SEDIMENT TRAP?	MAXIMUM PERIOD OF BARE SOIL EXPOSURE (CALENDAR DAYS)	
	LAND DISTURBANCE BETWEEN SEPTEMBER 16TH AND MAY 1ST	LAND DISTURBANCE BETWEEN MAY 2ND AND SEPTEMBER 15TH
YES	90	90
NO	60	30



- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED.
- BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET
- ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.
- PLACE CONSECUTIVE BLANKETS END OVER END (SHINGLE STYLE) WITH A 4-6" OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER TO SECURE BLANKETS.
- FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPE MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ADJACENT BLANKETS MUST BE OVERLAPPED APPROXIMATELY 4" AND STAPLED.
- A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
- THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.

NOTE: ALL STAPLES MUST BE 6" OR GREATER IN LENGTH

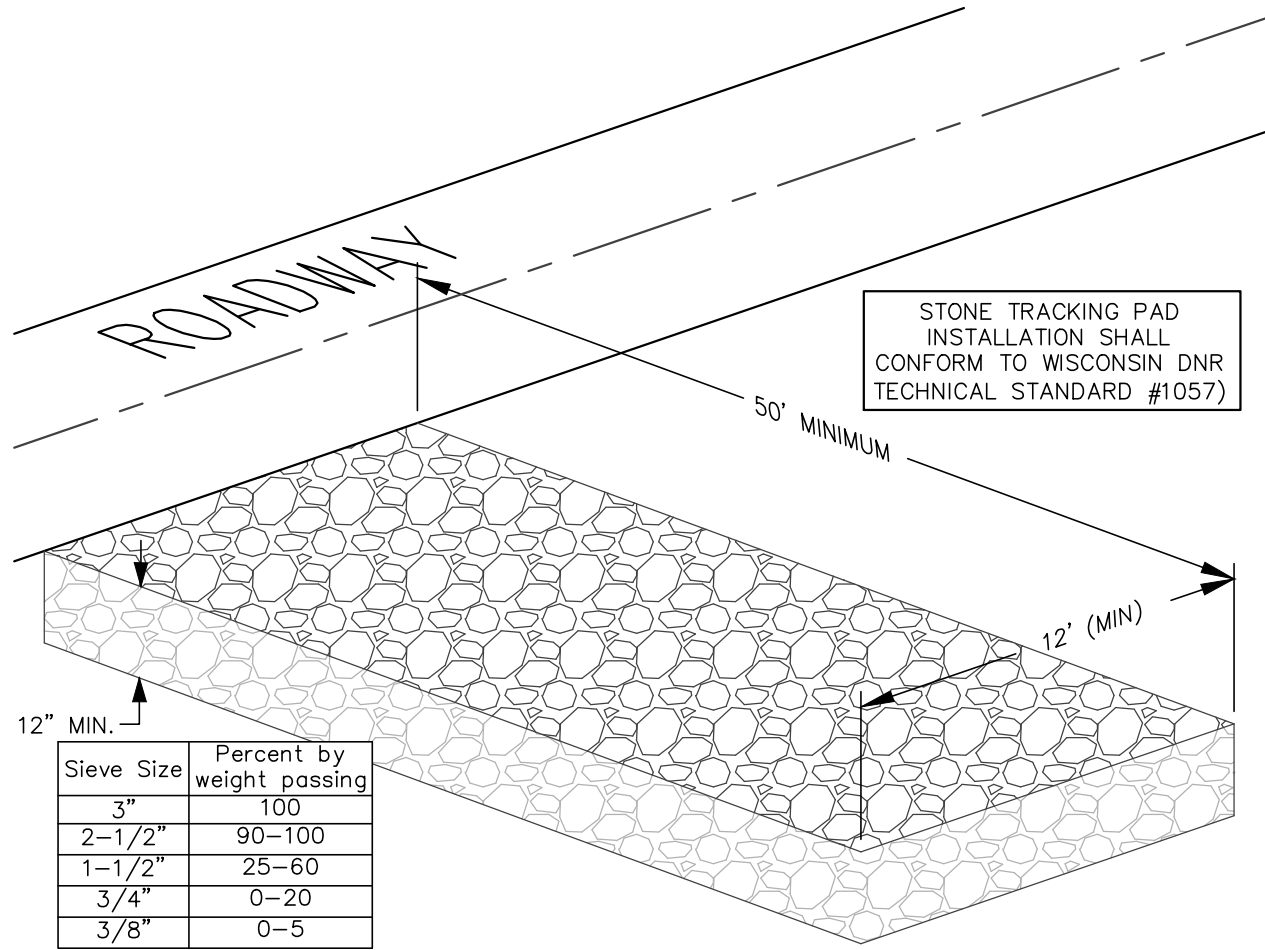
EROSION CONTROL MAT – CHANNEL INSTALLATION



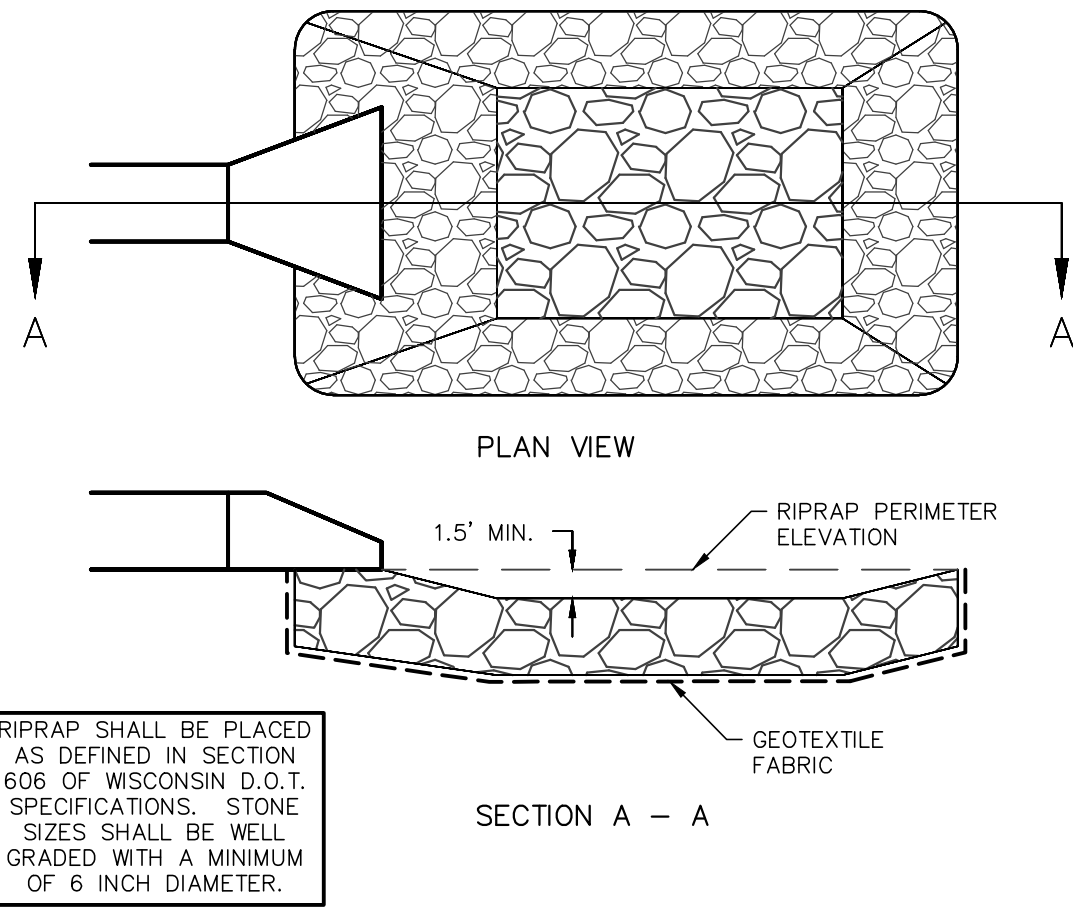
NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED.
NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
- WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY
- ALL BLANKETS MUST BE SECURELY FASTENED TO THE SLOPE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.

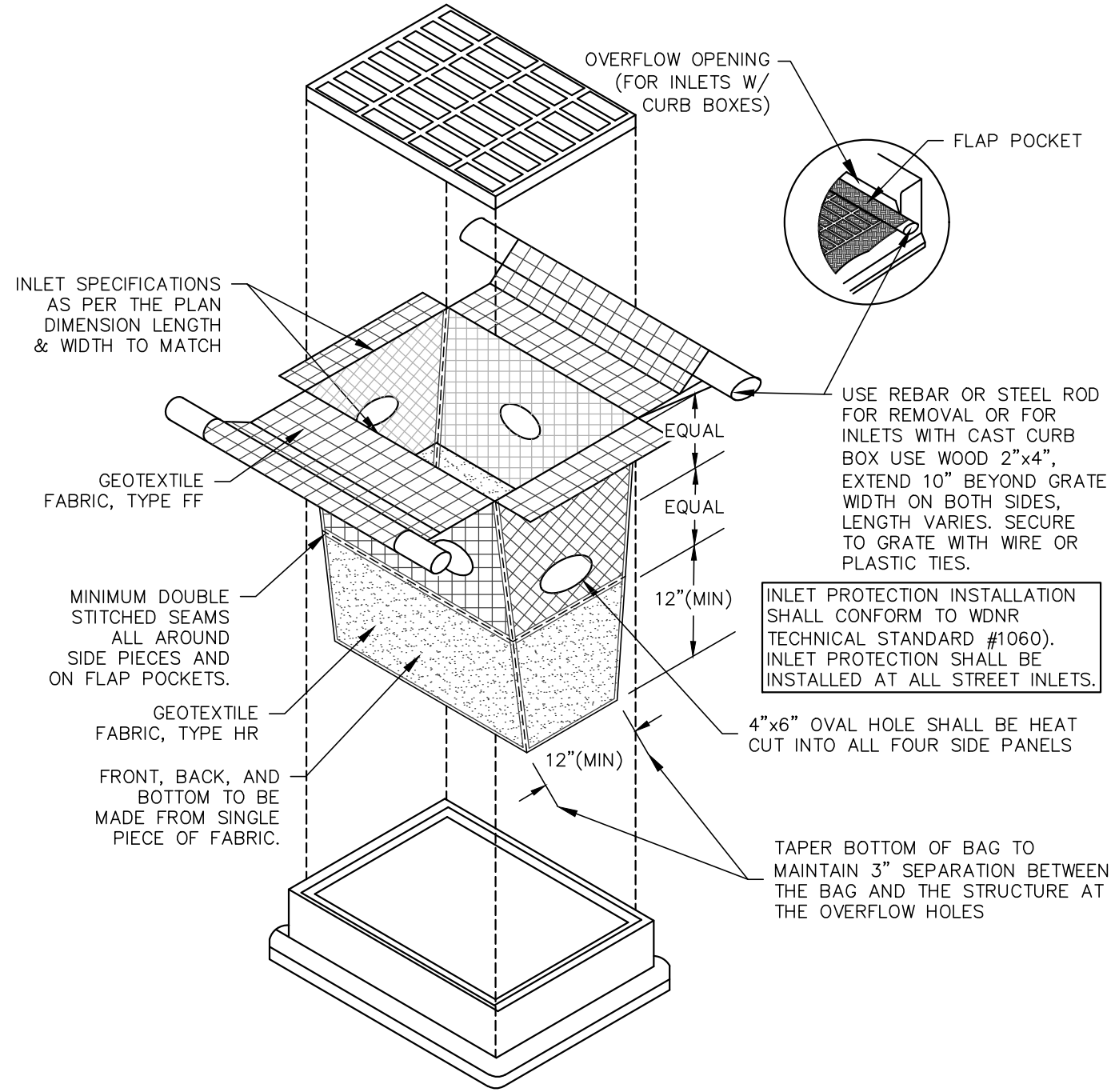
EROSION CONTROL MAT – SLOPE INSTALLATION



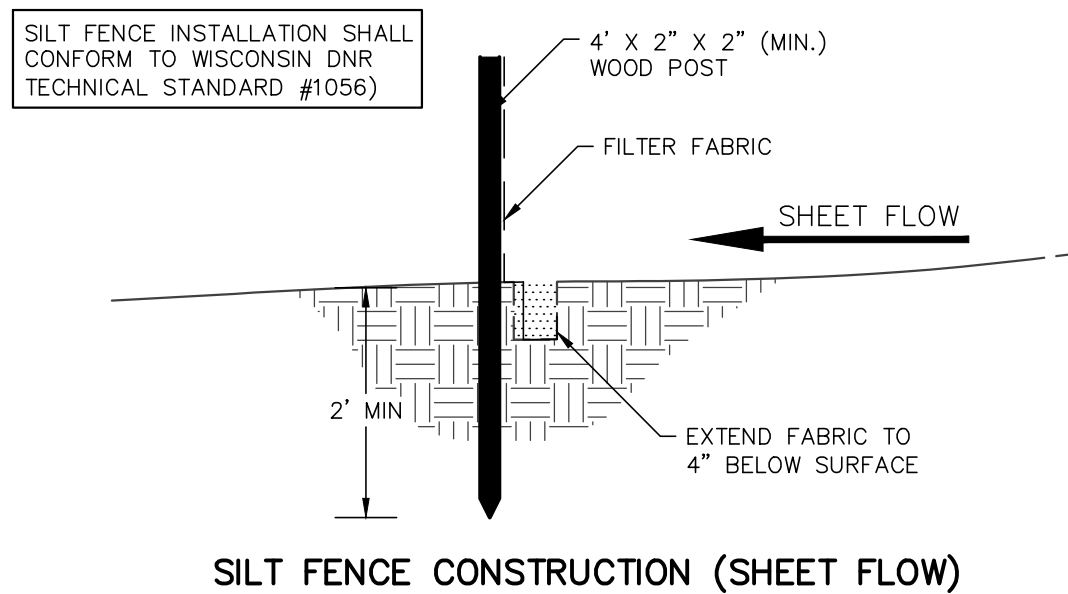
STONE TRACKING PAD DETAIL



RIPRAP/STILLING BASIN DETAIL



TYPE D-HR INLET PROTECTION DETAIL



SILT FENCE CONSTRUCTION (SHEET FLOW)

REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

PSE
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7800 www.parishse.com

PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**EROSION
CONTROL
DETAILS**

DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

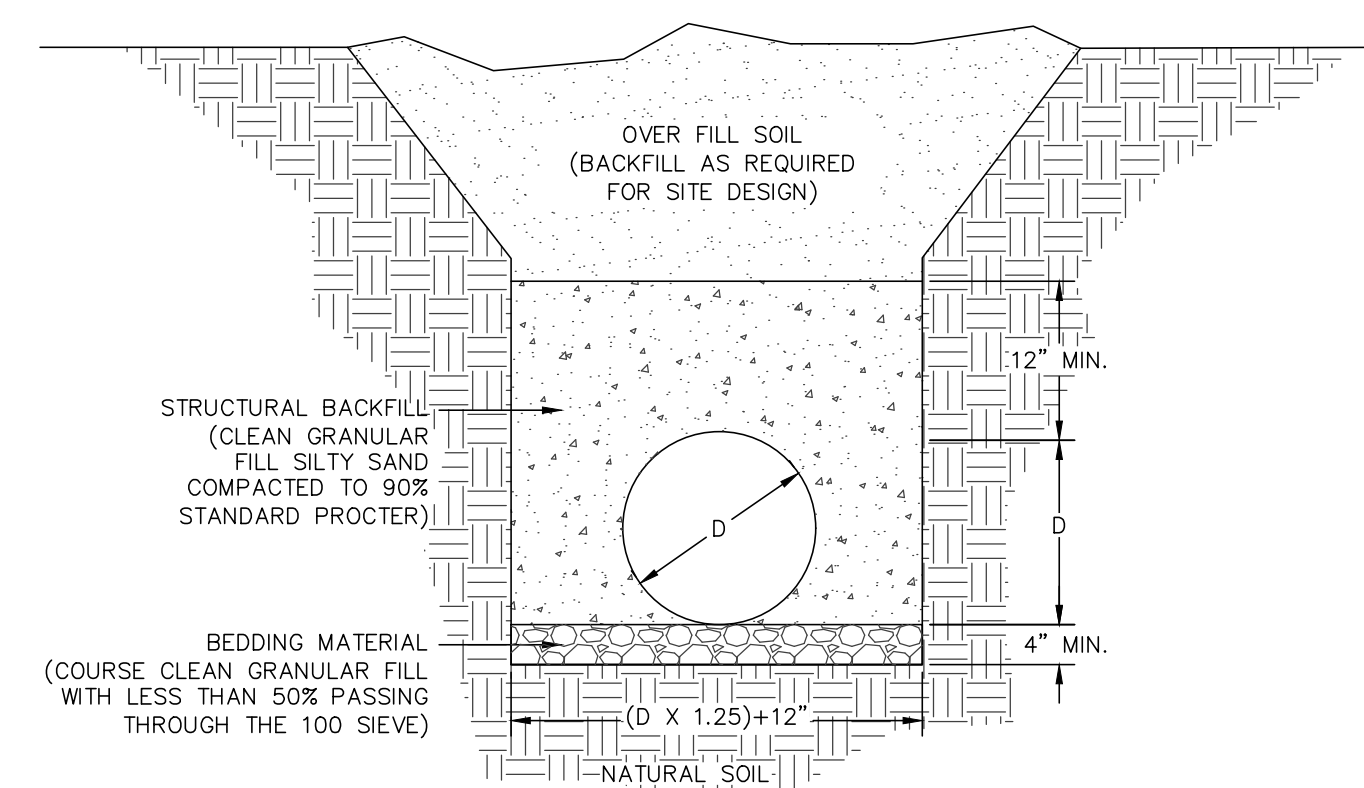
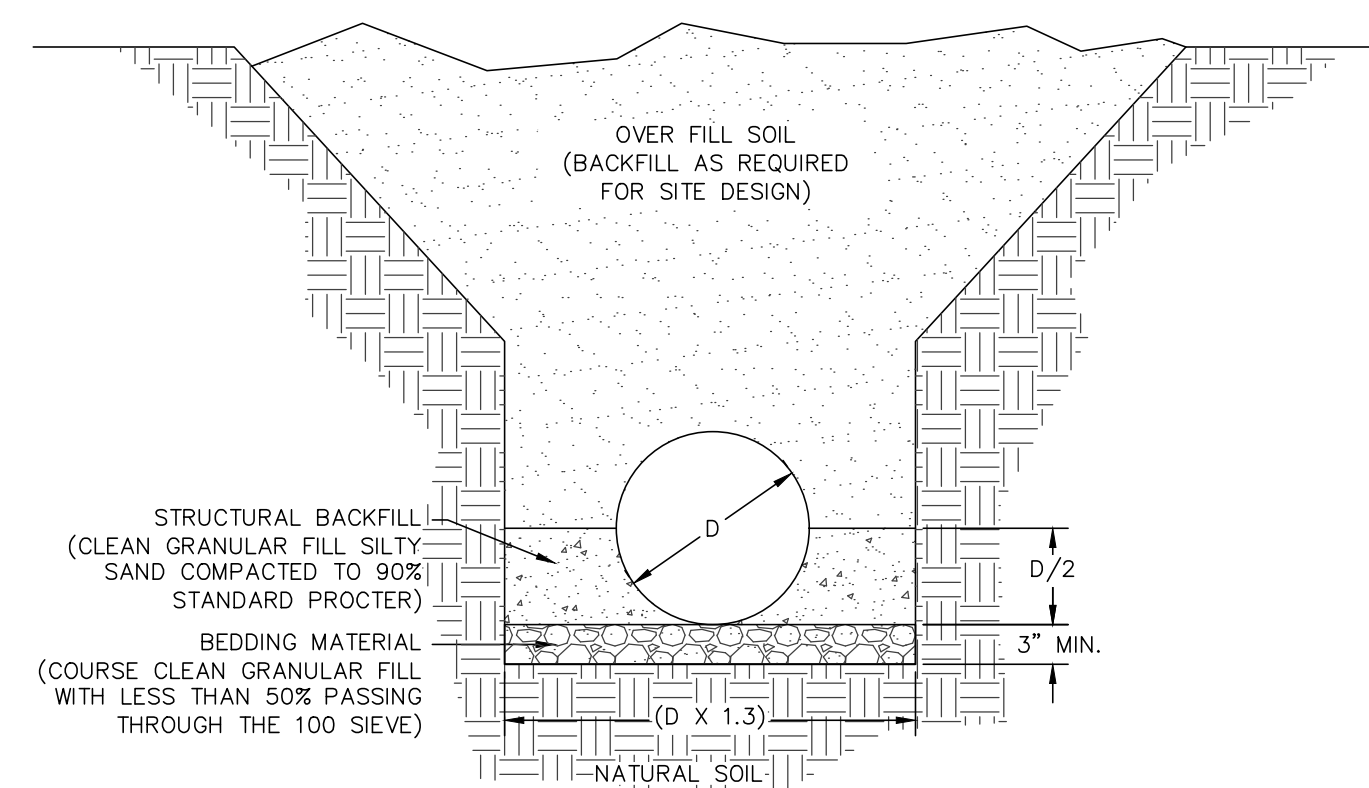
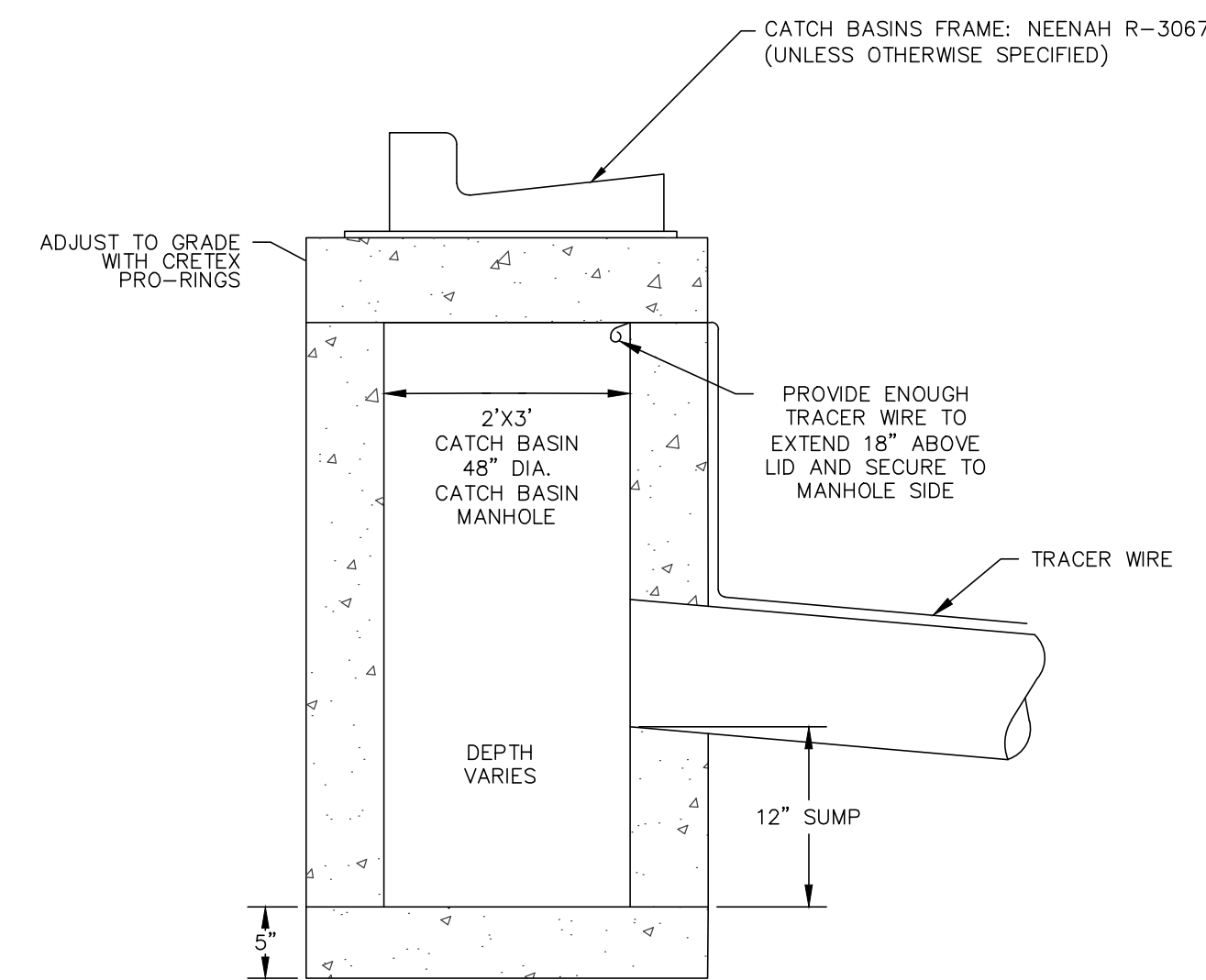
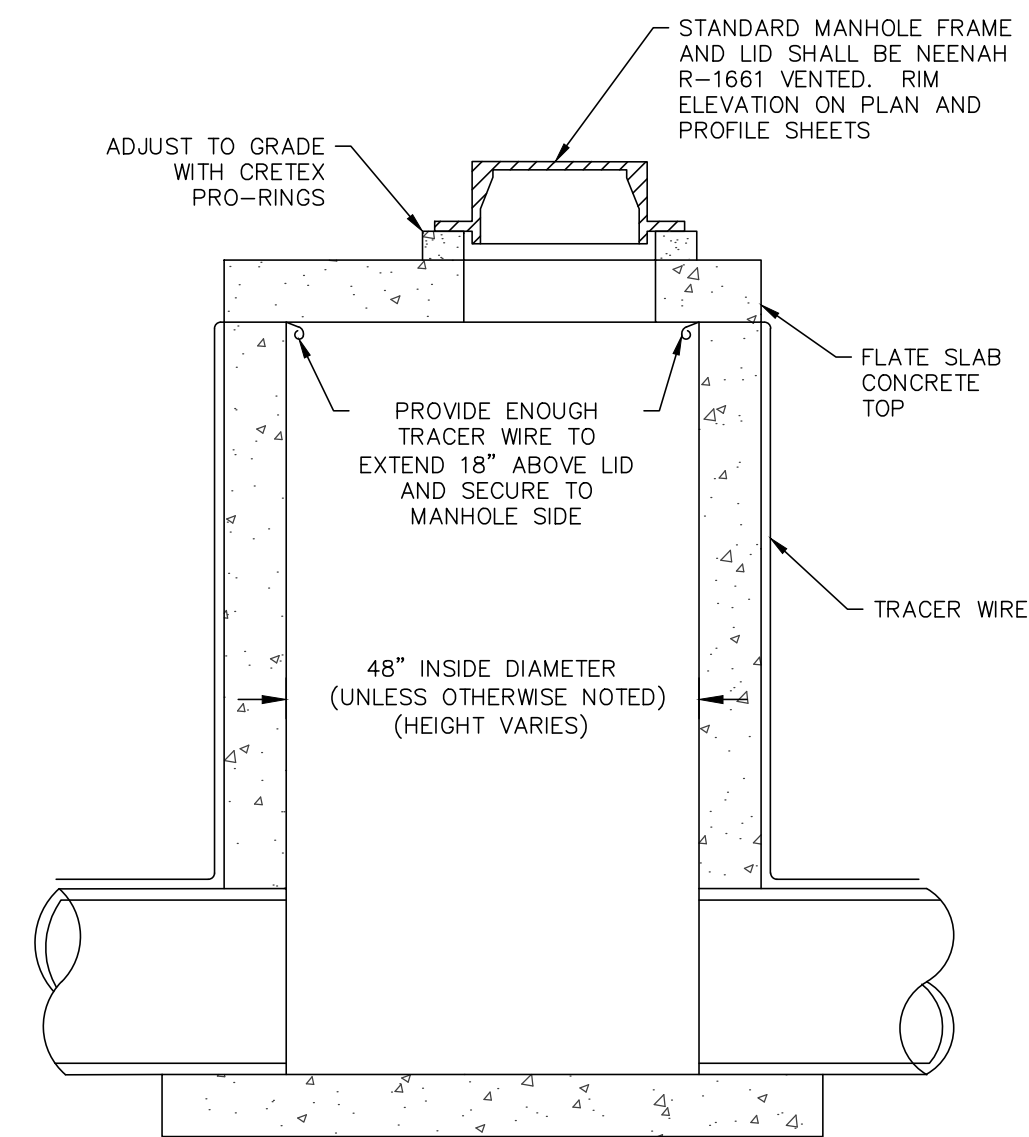
PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:

C1.08

[illegible]

PS&E
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7800 www.parishse.com

PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

UTILITY DETAILS

DRAWN BY:
KJP

DESIGNED BY:
KJP

CHECKED BY:
KJP

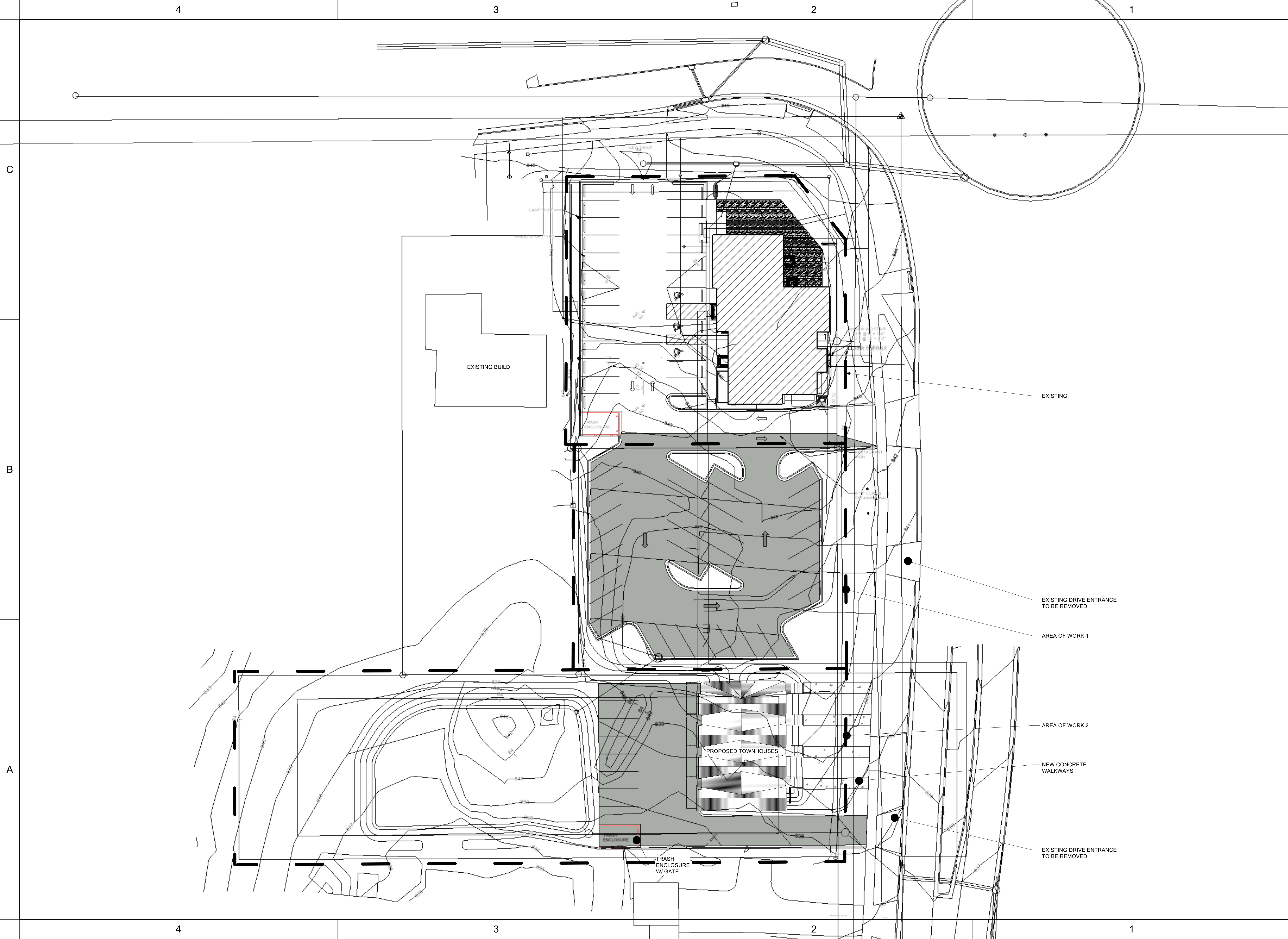
PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17\

VILLAGE SUBMITTAL

SHEET NO:

C1.09



GERMANTOWN TOWNHOUSES

W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

Project Title



Architect

NAGEL ARCHITECTS
+ ENGINEERS

Consultant

REV.	DATE	DESCRIPTION

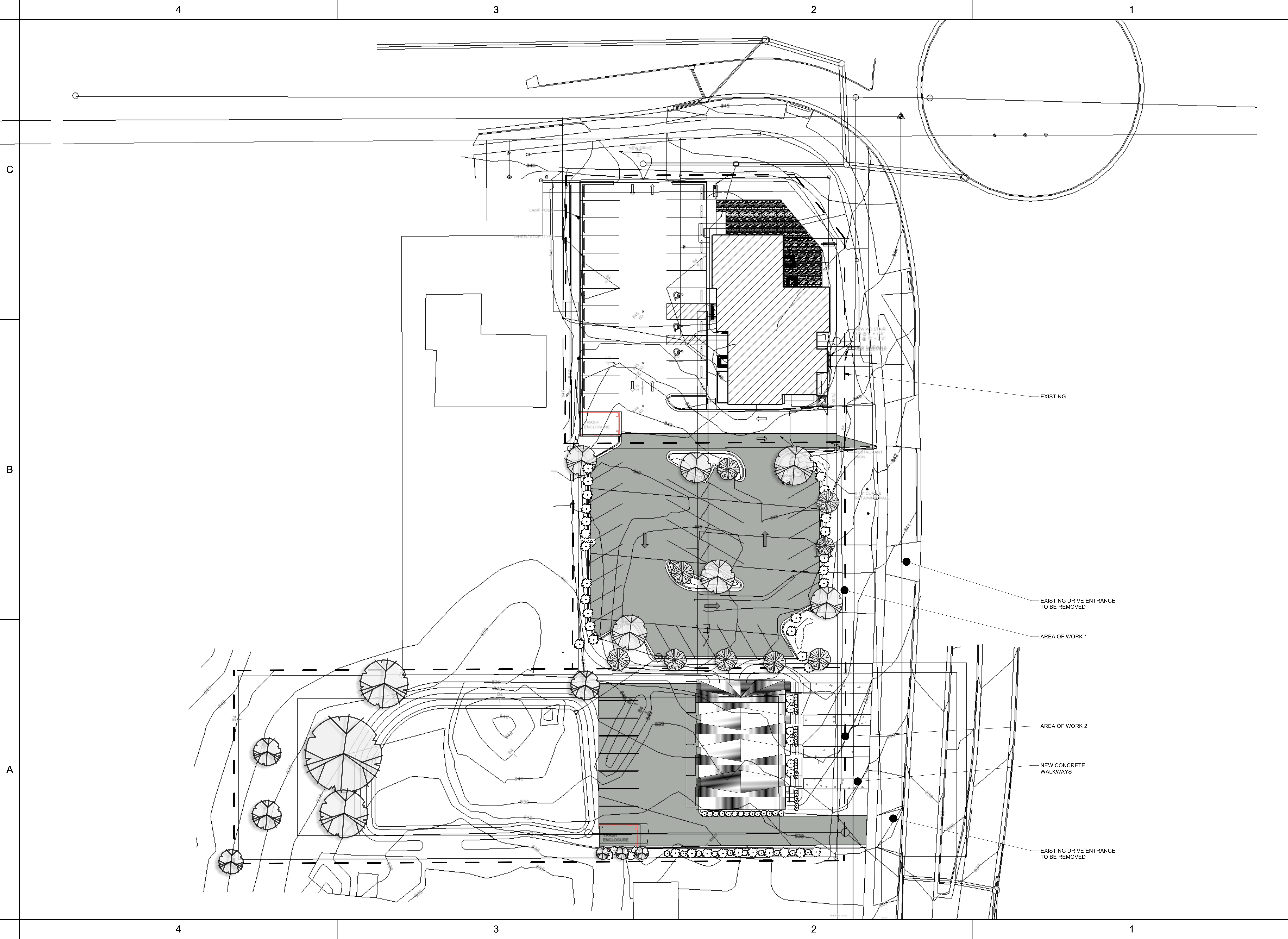
NO.	DATE	ISSUE NOTE
Project Manager		
Date		Drawn By
JULY 2023		JP
Project ID		Reviewed By
22006		GN

Sheet Title

PROPOSED SITE
PLAN

Sheet No.

AS101



GERMANTOWN TOWNHOUSES

W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

Project Title



Architect

NAGEL ARCHITECTS
+ ENGINEERS

Consultant

REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager	Drawn By JP
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Date JULY 2023	Reviewed By GN
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Project ID 22006

Sheet Title

PROPOSED
PRELIMINARY
LANDSCAPE PLAN

Sheet No.

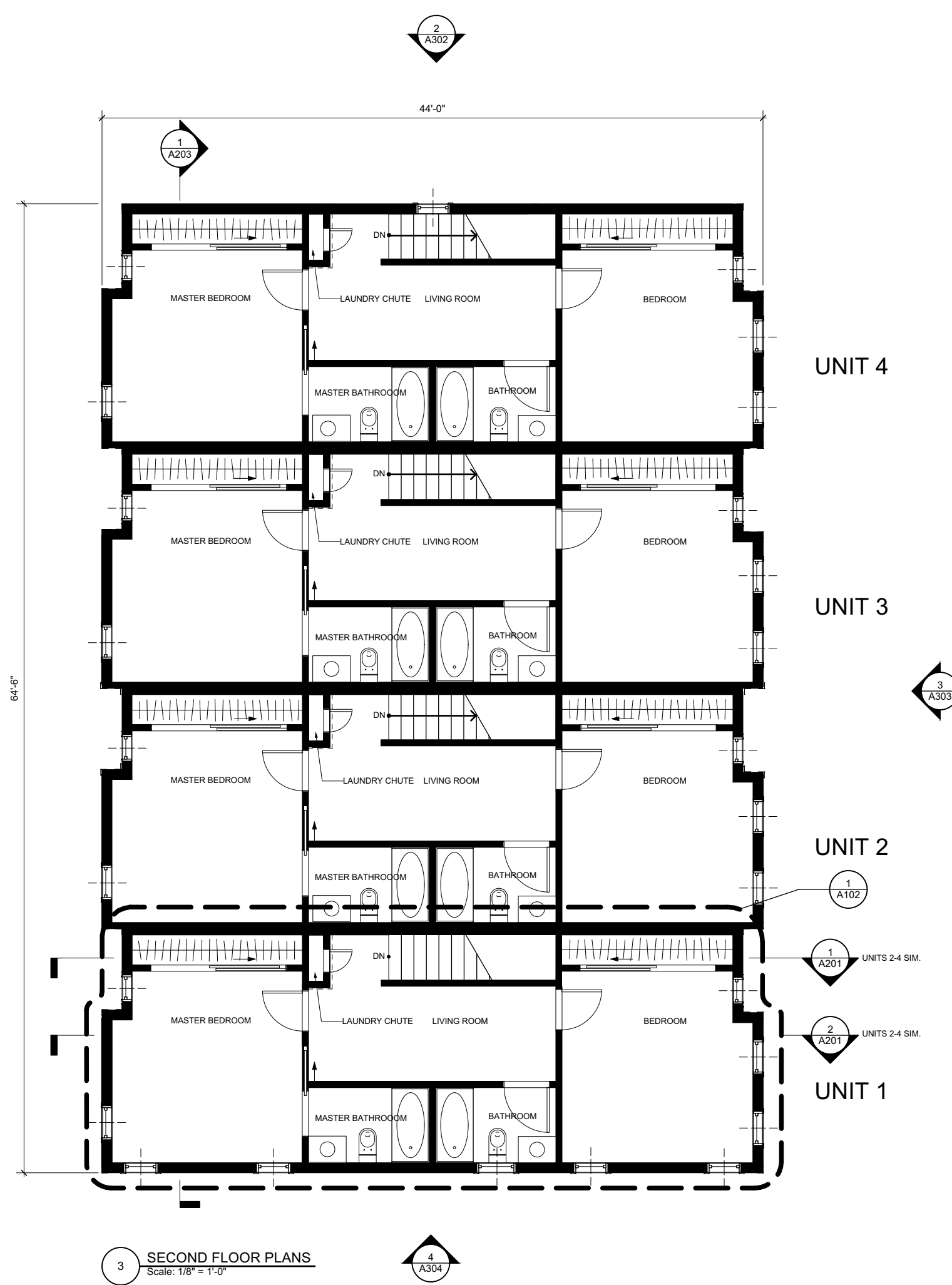
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GERMANTOWN TOWNHOUSES

Project Title



Consultar

A101



[NAGEL]
architects + engineers

W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022



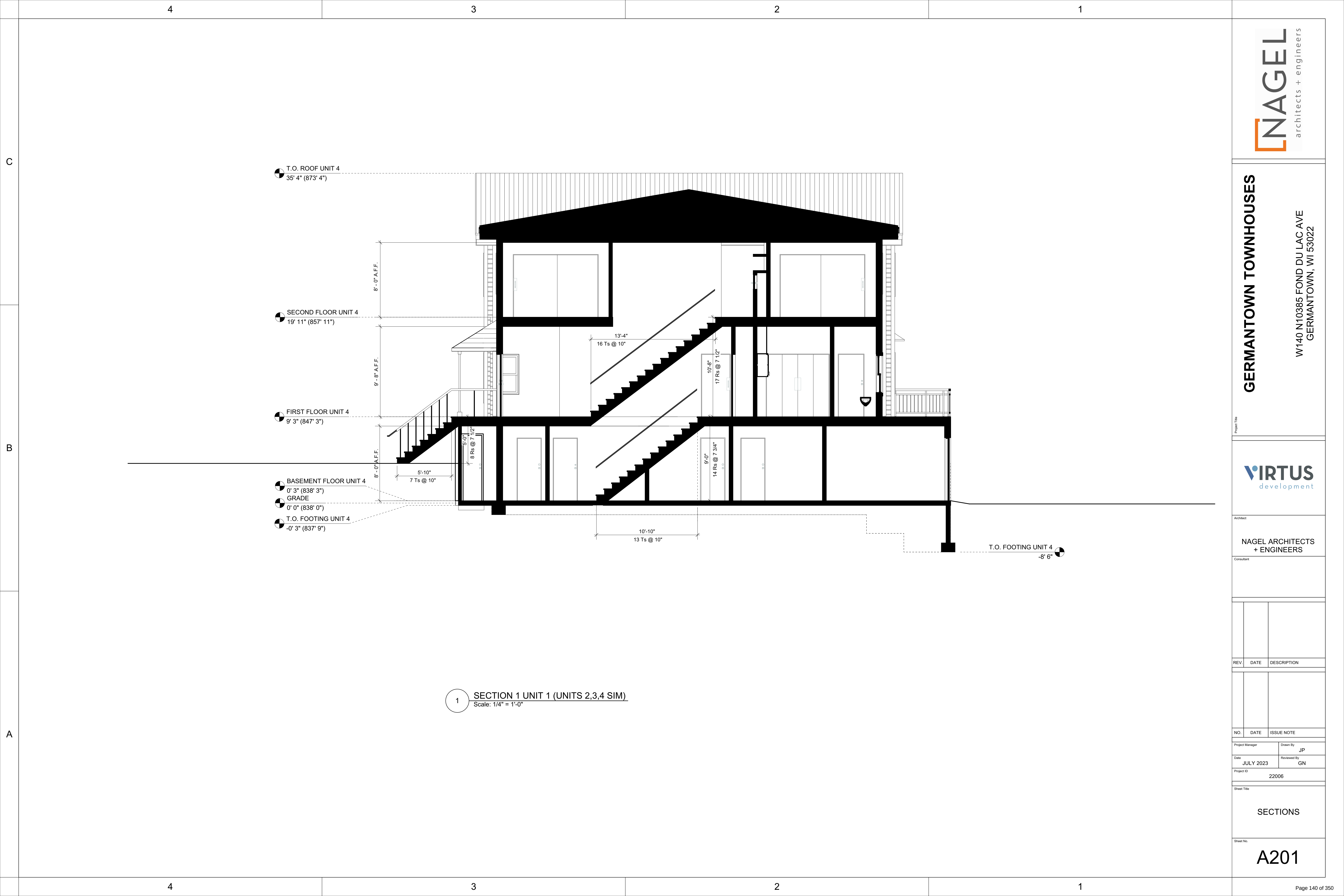
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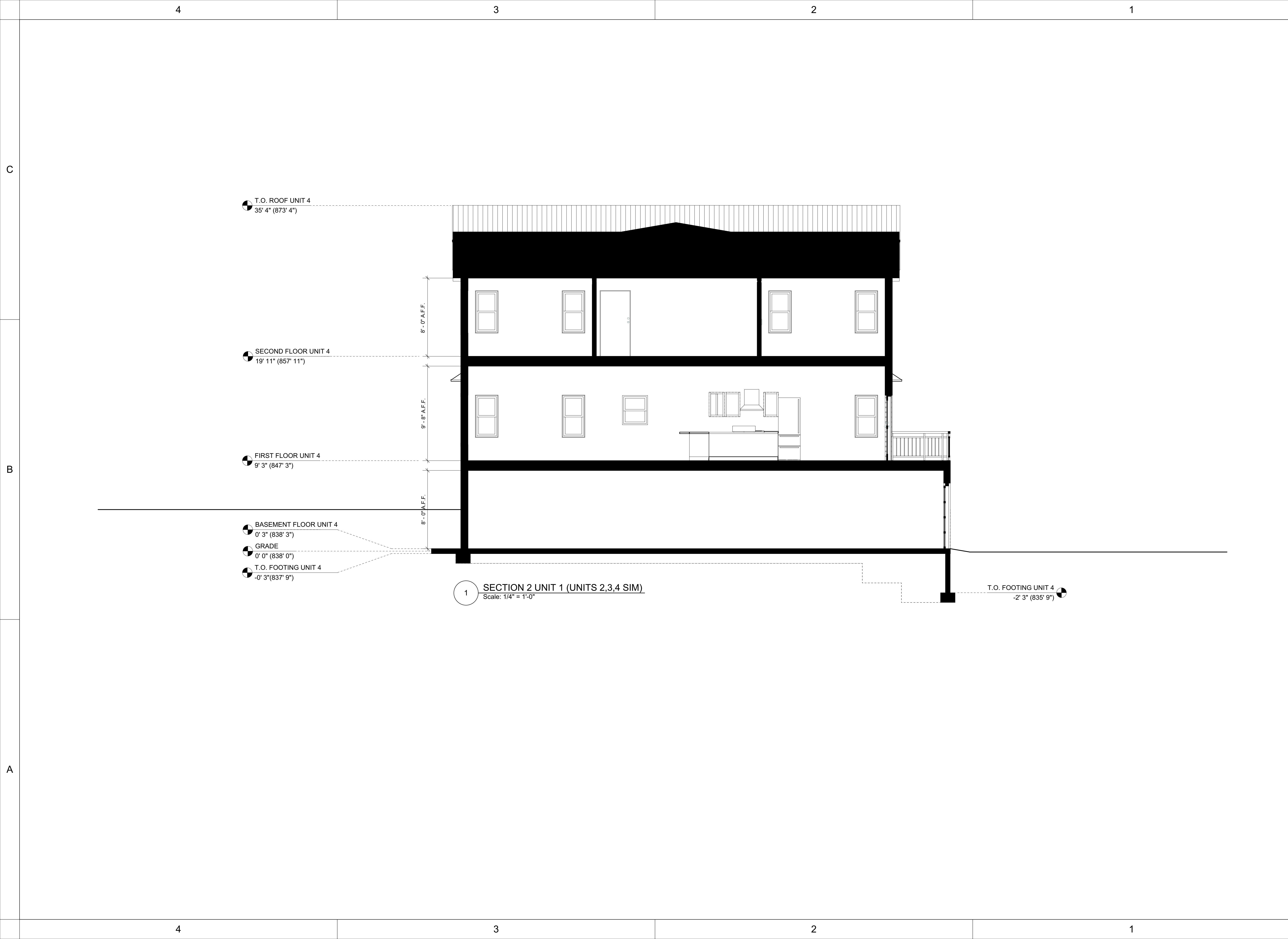
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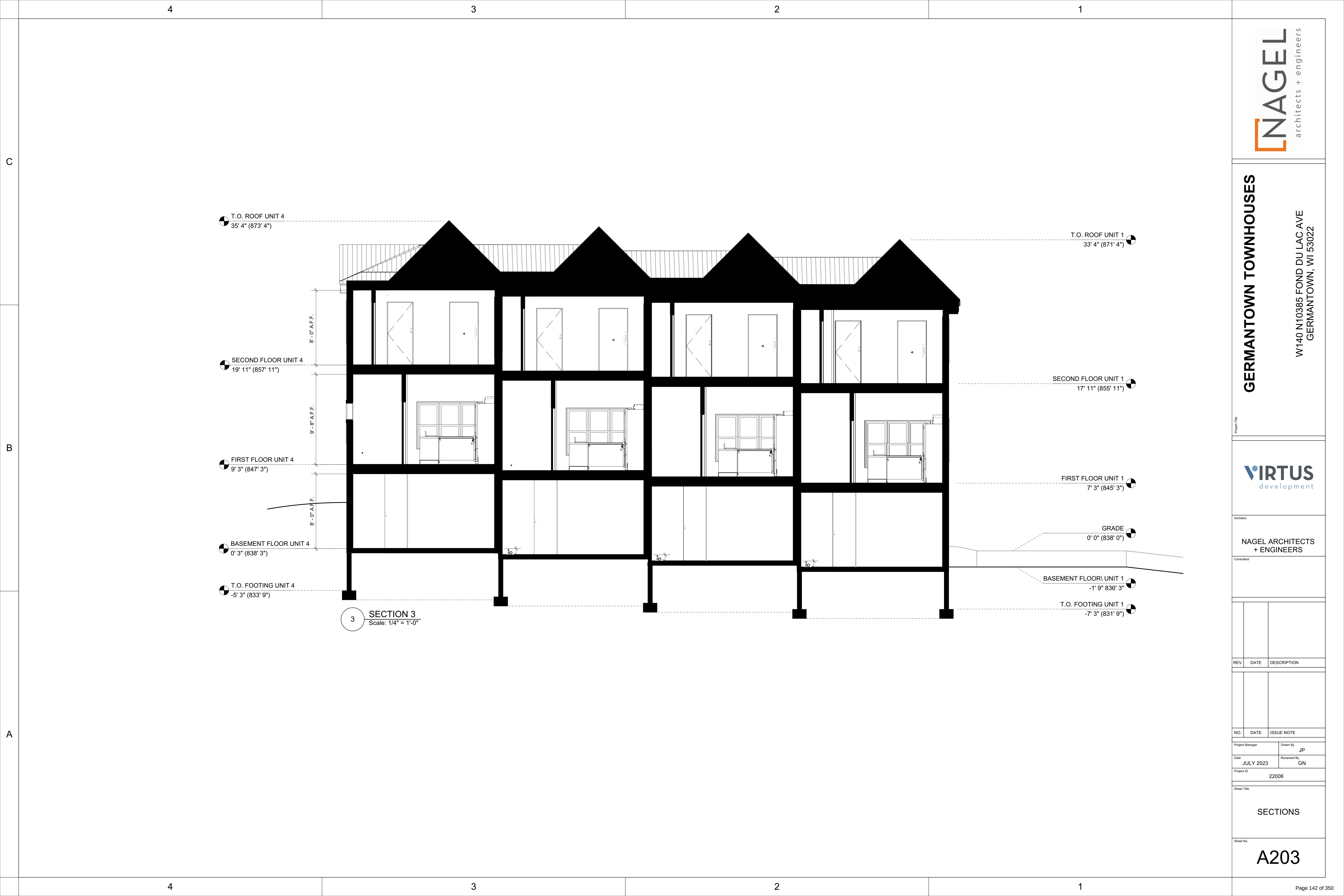
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Page 139 of 350







GERMANTOWN TOWNHOUSES

W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

not taken



architect

NAGEL ARCHITECTS
+ ENGINEERS

consultant

REV.	DATE	DESCRIPTION
NO.	DATE	ISSUE NOTE
Project Manager		Drawn By JP
Date	JULY 2023	Reviewed By GN
Project ID		22006

Sheet Title

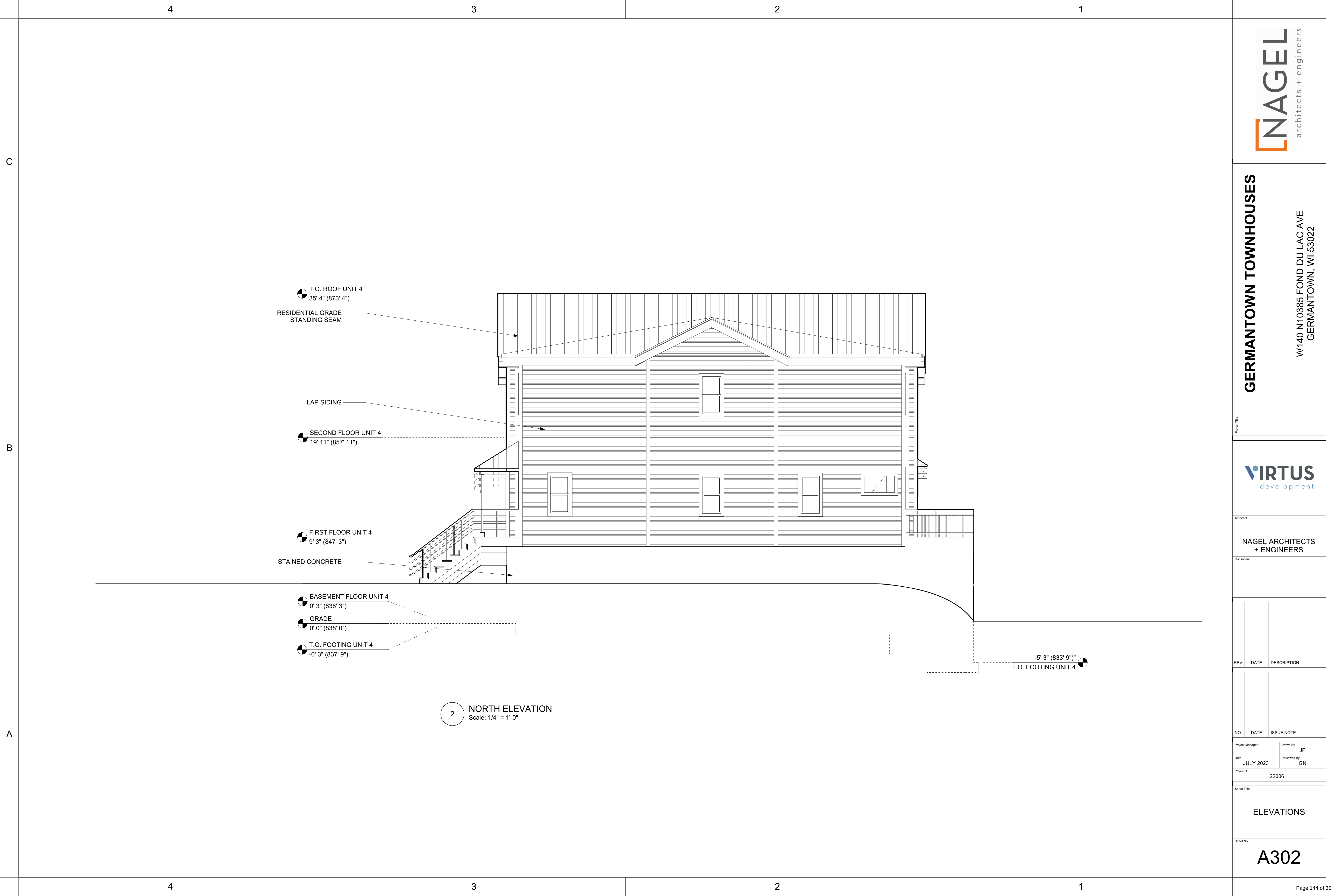
ELEVATIONS

Sheet No. _____

A301



1 WEST ELEVATION
Scale: 1/4" = 1'-0"





GERMANTOWN TOWNHOUSES

W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

Project Title



Architect

NAGEL ARCHITECTS
+ ENGINEERS

Consultant

REV.	DATE	DESCRIPTION
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NO.	DATE	ISSUE NOTE
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Project Manager	Drawn By JP
Date JULY 2023	Reviewed By GN

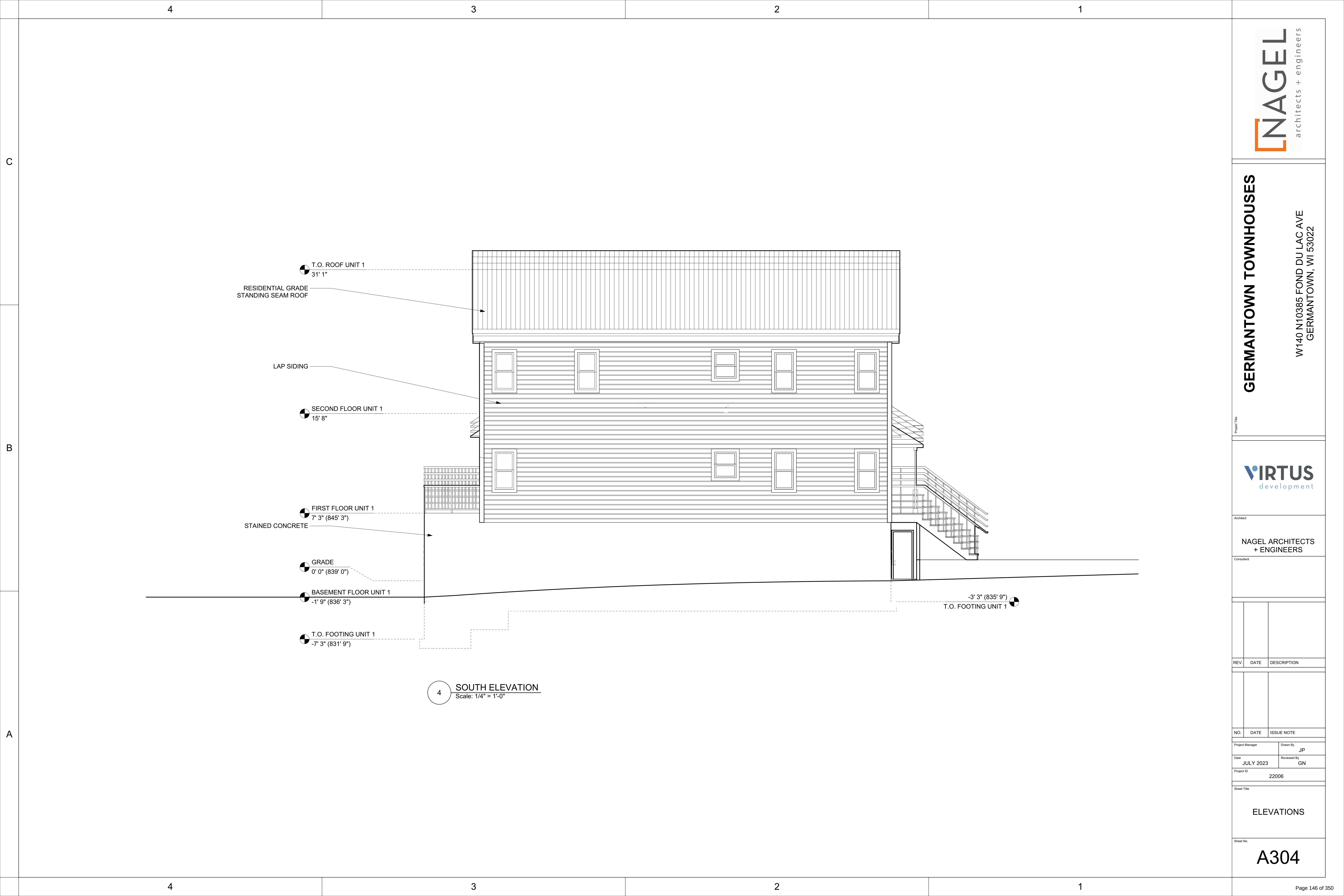
Project ID	22006
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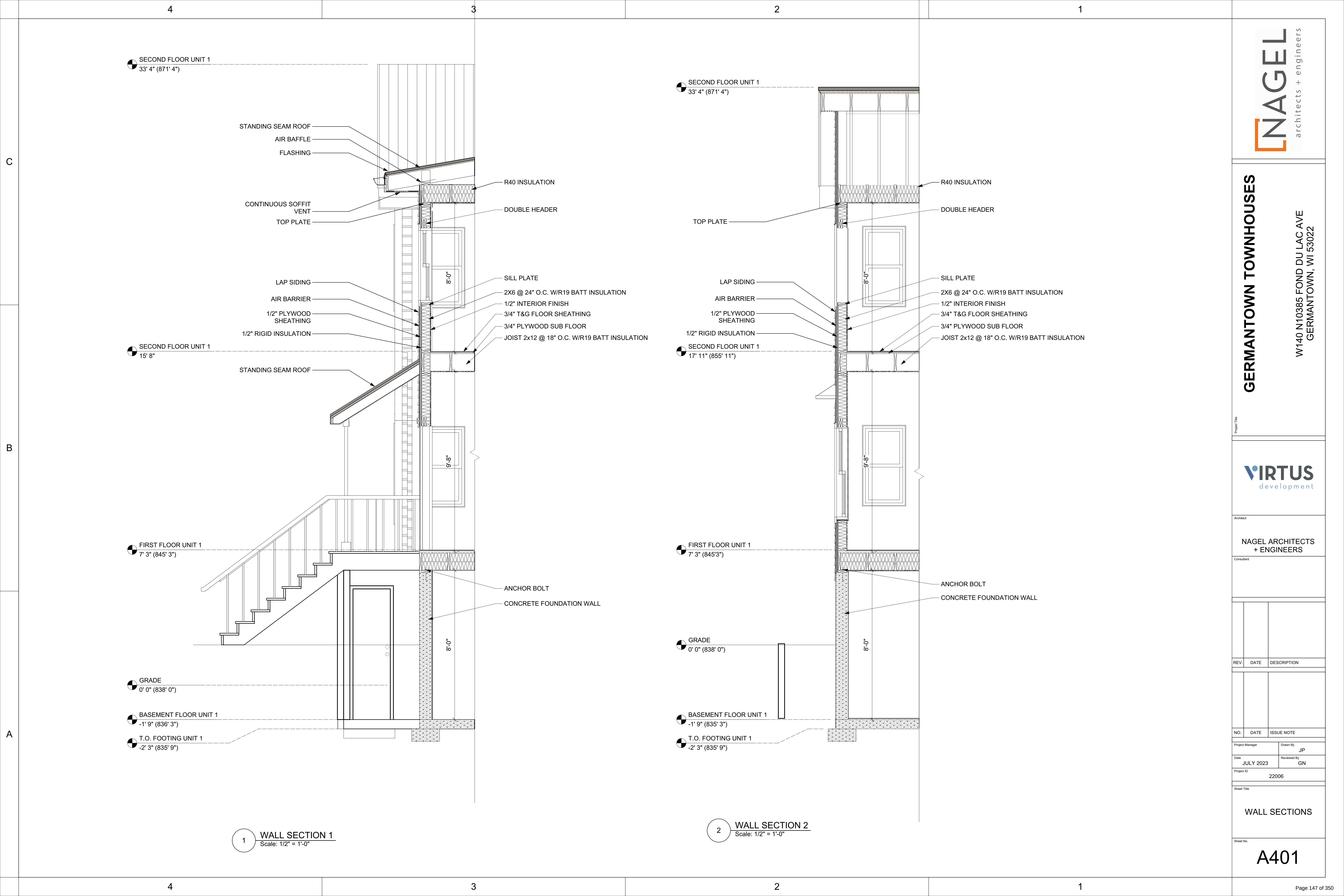
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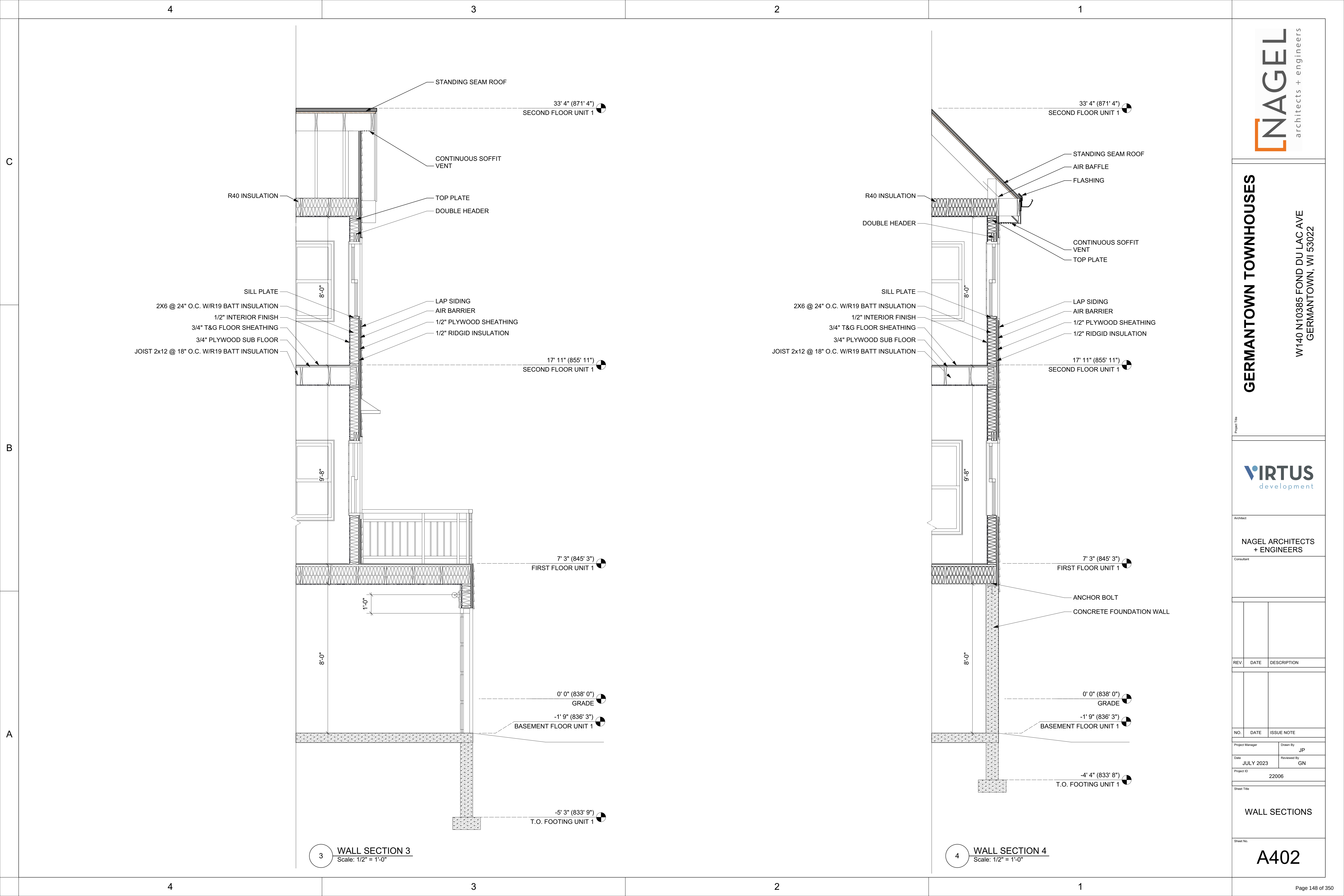
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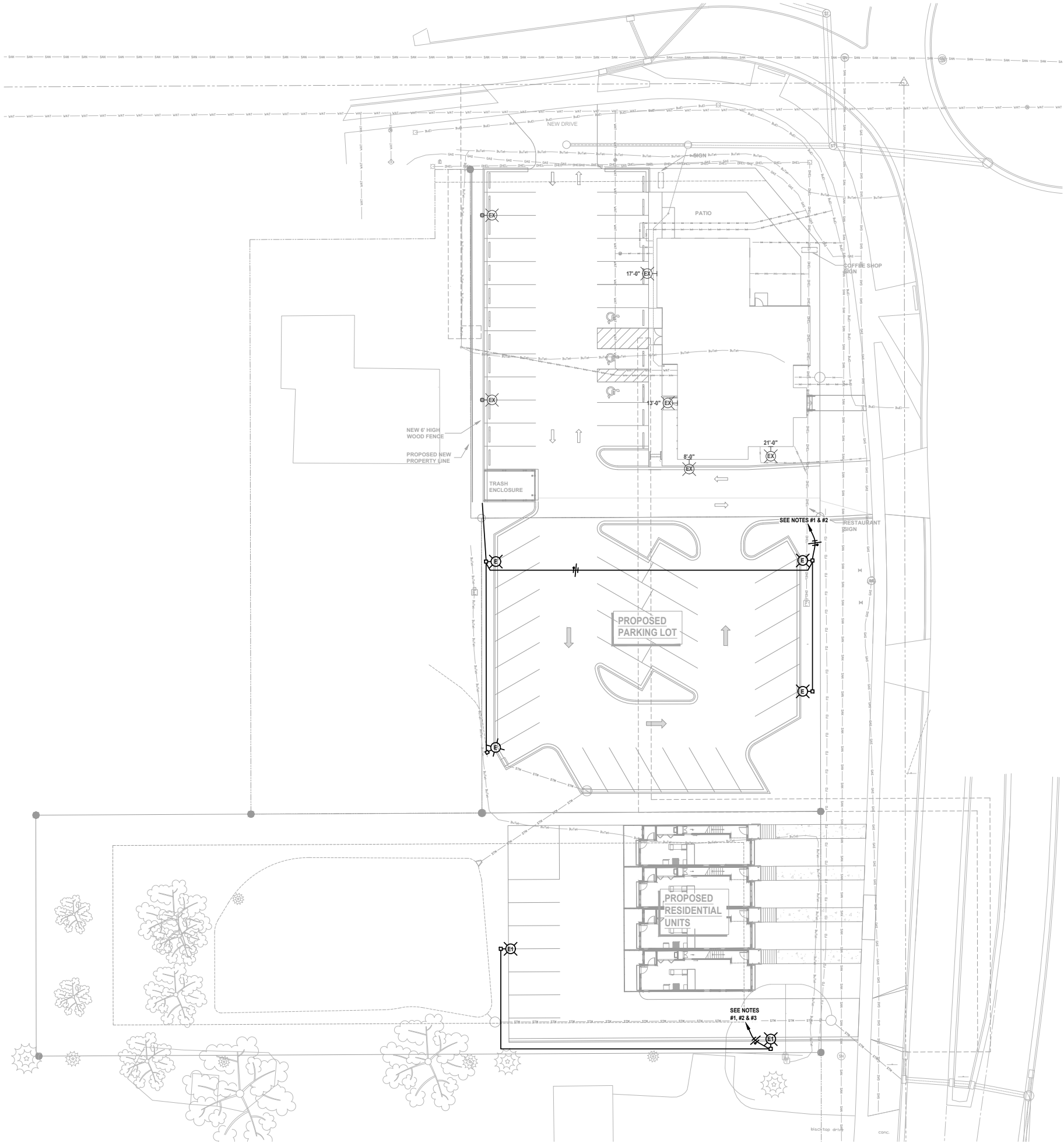
Sheet No.

A303









ELECTRICAL SITE PLAN
SCALE: 1"=20'-0"

- NOTES:**
1. EACH LIGHT FIXTURE TO HAVE MOTION SENSOR CONTROL. LIGHT FIXTURES TO DIM TO 33% AFTER 15 MINUTES OF NO MOTION DETECTED. ALL LIGHTS TO COME TO FULL BRIGHTNESS WHEN ONE MOTION SENSOR IS ACTIVATED.
 2. 2 #8 THWN & 1 #8 GND. IN 3/4" C. TO LIGHTING PANEL VIA PHOTOCELL-ON, TIMECLOCK-OFF.
 3. TO ELECTRICAL PANEL IN RESIDENTIAL BUILDING IN UTILITY ROOM UNDER STAIRS.

SYMBOLS / ABBREVIATIONS	
	WALL BRACKET/WALL SCONCE FIXTURE - SEE FIXTURE SCHEDULE
	SURFACE/PENDANT FIXTURE - SEE FIXTURE SCHEDULE
	RECESSED DOWNLIGHT FIXTURE - SEE FIXTURE SCHEDULE
	POLE & LUMINAIRE(S) FIXTURE - SEE FIXTURE SCHEDULE
	SWITCHED CIRCUIT
	BRANCH CIRCUIT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AFI	ARC FAULT INTERRUPTER
AMP	AMPERES/AMPERAGE
AV	AUDIO VISUAL
BB	BATTERY BACKUP
BFC	BELOW FINISHED CEILING
BOL	BUILT-IN OVERLOAD
BRKR	BREAKER
BWE	BAKED WHITE ENAMEL
CBA	COLOR BY ARCHITECT
CP	CONTROL PANEL
CRCT	CIRCUIT
CTL	CONTROL
DCP	DOCK EQUIPMENT CONTROL PANEL
DISC	DISCONNECT
EC	ELECTRICAL CONTRACTOR
EM	EMERGENCY
ER	EXISTING RELOCATED
ETC	ELECTRONIC TIME CLOCK CONTROL
EX	EXISTING TO REMAIN
EXD	EXISTING TO BE DEMO'D
EXR	EXISTING TO BE RELOCATED
EWC	ELECTRIC WATER COOLER
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
FLA	FULL LOAD AMPS
FLSW	FLOAT SWITCH
FPC	FIRE PROTECTION CONTRACTOR
FURN	FURNISHED
GC	GENERAL CONTRACTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
HOA	HAND-OFF-AUTOMATIC SWITCH
HP	HORSEPOWER
HVAC	HEATING AND VENTILATING CONTRACTOR
IG	ISOLATED GROUND
INT	INTEGRAL
IR	IN ROOM
IU	IN UNIT
JB	JUNCTION BOX
KW	KILOWATTS
LCP	LIGHTING CONTROL PANEL
LOC	LOCATION
LT	LOW TEMPERATURE
LTSW	LIGHT SWITCH
LVT	LOW VOLTAGE THERMOSTAT
MAG	MAGNETIC STARTER
MAN	MANUAL STARTER
MCA	MINIMUM CIRCUIT AMPS
MSPL	MANUAL STARTER WITH PILOT LIGHT
NL	NIGHT LIGHT
NU	NEAR UNIT
OHP	OVERHEAT PROTECTION
OS	OCCUPANCY SENSOR
OU	ON UNIT
PB	PUSH BUTTON
PC	PLUMBING CONTRACTOR
PESW	PNEUMATIC ELECTRIC SWITCH
PHOTO	PHOTOCELL
PW	PREWIRED
RC	REFRIGERATION CONTRACTOR
RCC	REFRIGERATION CONTROL CONTRACTOR
RECEPT	RECEPTACLE
SEA	SELECTED BY ARCHITECT
SC	SEPARATE CIRCUIT
SPSW	SPEED SWITCH
SS	SOFT START
ST	SHUNT TRIP
SW	SWITCH
T	LINE VOLTAGE THERMOSTAT
TBD	TO BE DETERMINED
TC	TIME CLOCK
TCC	TEMPERATURE CONTROL CONTRACTOR
TCP	TEMPERATURE CONTROL PANEL
UM	UNIT MANUFACTURER
UNO	UNLESS NOTED OTHERWISE
VFD	VARIABLE FREQUENCY DRIVE
W	WATTS
WP	WEATHER PROOF ("WHILE-IN-USE")
XFMR	TRANSFORMER

REVISIONS	
DATE	DESCRIPTION

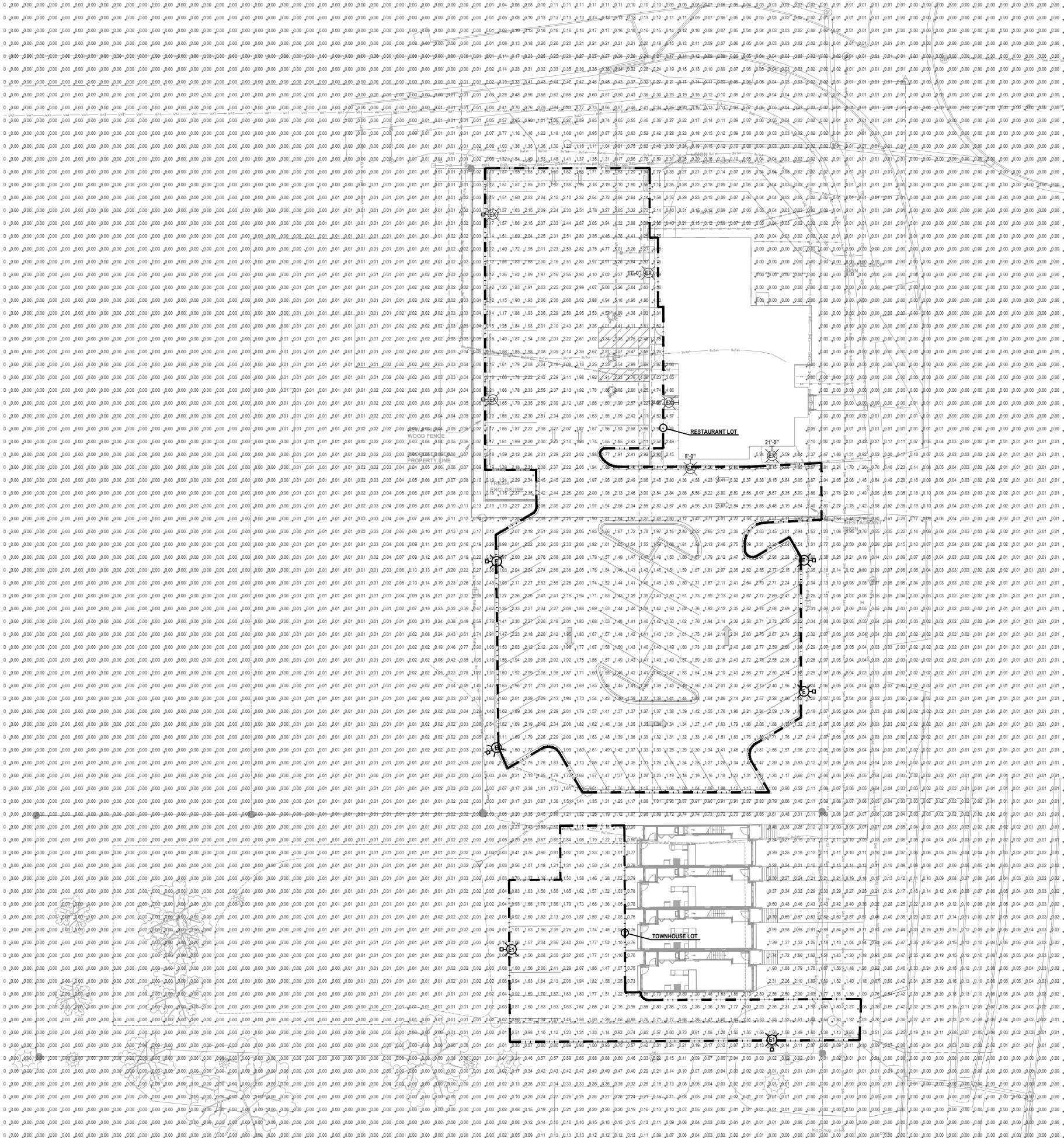
PROJECT: **Germantown Townhouses**
W140 N10385 Fond du Lac Avenue
Germantown, WI 53022

KORNACKI & ASSOCIATES, INC.
Electrical Design Consultants
262-784-3323
2845 S. Mooland Rd., New Berlin, WI 53151

PROFESSIONAL ENGINEER
DAVID B. KORNACKI
E-33120-6
NEW BERLIN, WI
Date: 07/18/23

DATE ISSUED
07/18/23
PROJECT NO.
23124
PROJECT MANAGER
D.B.K.
DRAWN BY
S.M.B.
CHECKED BY
D.B.K.
APPROVED BY
D.B.K.

SHEET NO.
E1.0



PHOTOMETRIC SITE PLAN
SCALE: 1"=20'-0"

LIGHTING ANALYSIS NOTES:
(RESTAURANT LOT)

1. AVERAGE FOOTCANDELS: 2.37
2. MAXIMUM FOOTCANDELS: 6.89
3. MINIMUM FOOTCANDELS: 0.97
4. MAXIMUM/MINIMUM RATIO: 7.1:1
5. AVERAGE/MINIMUM RATIO: 2.4:1

LIGHTING ANALYSIS NOTES:
(TOWNHOUSE LOT)

1. AVERAGE FOOTCANDELS: 1.43
2. MAXIMUM FOOTCANDELS: 2.60
3. MINIMUM FOOTCANDELS: 0.51
4. MAXIMUM/MINIMUM RATIO: 5.1:1
5. AVERAGE/MINIMUM RATIO: 2.8:1

REVISIONS	
DATE	DESCRIPTION

PROJECT: **Germantown Townhouses**

W140 N10385 Fond du Lac Avenue
Germantown, WI 53022

Corporation Regional Regis 48-14006572

KORNACKI & ASSOCIATES, INC.
Electrical Design Consultants
262-784-3323
2845 S. Mooland Rd., New Berlin, WI 53151

PROFESSIONAL ENGINEER
DAVID B. KORNACKI
E-33120-6
NEW BERLIN, WI
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DRAWN BY
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CHECKED BY
D.B.K.
APPROVED BY
D.B.K.

SHEET NO.

E1.1

FIXTURE SCHEDULE																23124
TYPE	INPUT WATTS	VOLTS	LUMENS	COLOR TEMP	CRI		DESCRIPTION	MANUFACTURER	CATALOG NUMBER	BUG RATING	SHIELDING	FINISH	MOUNTING	CONTROLS		SEE NOTES
					70+	80+ 90+								INTEGRAL	REMOTE	
E	93	120	8362	4000K		●	POLE & LUMINAIRE	LITHONIA	DSX0 LED-P4-40K-80CRI-BLC4-MVOLT-SPA-NLTAIR2 PIRHN	003	ACRYLIC	SBA	SEE DETAIL 1/E2.0	OS	PHOTO ON TC OFF	#1
E1	93	120	8096	4000K		●	POLE & LUMINAIRE	LITHONIA	DSX0 LED-P4-40K-80CRI-BLC3-MVOLT-SPA-NLTAIR2 PIRHN	002	ACRYLIC	SBA	SEE DETAIL 1/E2.0	OS	PHOTO ON TC OFF	#1

FIXTURE SCHEDULE NOTES:

1. EACH LIGHT FIXTURE TO HAVE MOTION SENSOR CONTROL. LIGHT FIXTURES TO DIM TO 33% AFTER 15 MINUTES OF NO MOTION DETECTED. ALL LIGHTS TO COME TO FULL BRIGHTNESS WHEN ONE MOTION SENSOR IS ACTIVATED.



D-Series Size 0
LED Area Luminaire

d-series

Specifications

EPA: 0.44 ft² (0.04 m²)

Length: 26.18" (66.5 cm)

Width: 14.06" (35.7 cm)

Height H1: 2.26" (5.7 cm)

Height H2: 7.46" (18.9 cm)

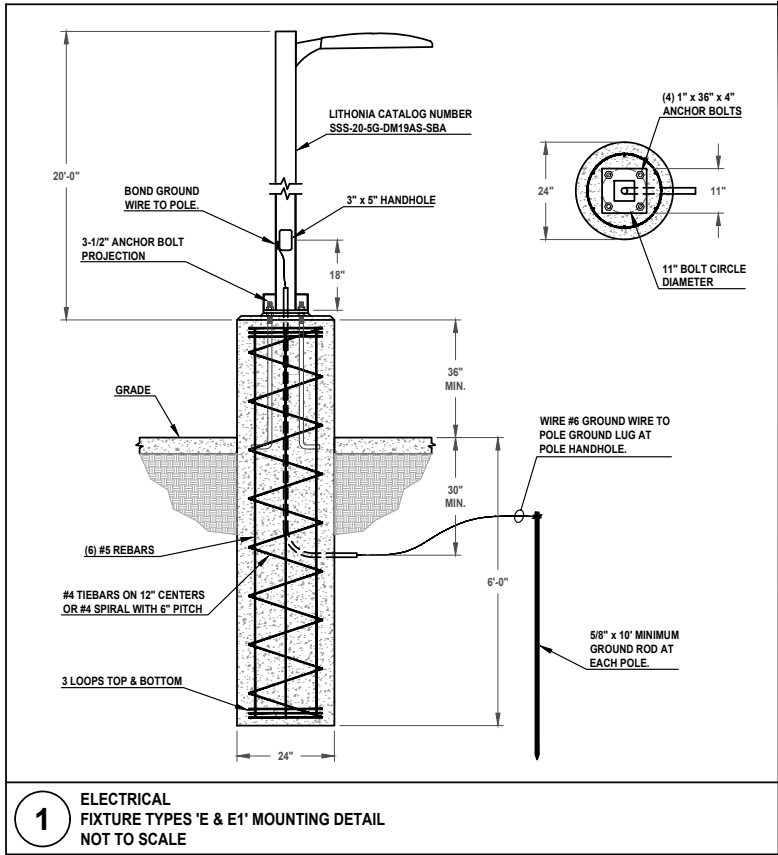
Weight: 23 lbs (10.4 kg)

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information				EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD			
DSX0 LED							
Series	LEDs	Color Temperature	Color Rendering Index	Beam/Surface	Voltage	Mounting	
DSX0 LED	Forward optics		(this section 70CRI only)	AFR Automotive front row	T5M Type V medium	AMVLT (120V-277V) 1	Shipped included
	P1 P5	30K 3000K	70CRI	T1S Type I short	HSVLT (147V-480V) 1A	SPA Square pole mounting (48" drilling, 3.5" min. S2 pole)	
	P2 P6	40K 4000K	70CRI	T2M Type II medium	TSW Type V wide	XVOLT (277V-480V) 1A	RPA Round pole mounting (48" drilling, 3" min. R60 pole)
	P3 P7	50K 5000K	70CRI	T3M Type III medium	BC1C Type II backlight corner		SPAS Square pole mounting (45" drilling, 3" min. S2 pole)
	Rotated optics		(this section 80CRI only, extended lead times apply)	T4LG Type IV low glare	BC4C Type II backlight corner		RPA5 Round pole mounting (45" drilling, 3" min. R60 pole)
	P10 P12	27K 2700K	80CRI	T4LG Type IV low glare	LCCO Left corner cutoff		SPAS5 Square pole mounting (45" drilling, 3" min. S2 pole)
	P11 P13	30K 3000K	80CRI	T4M Type IV medium	RCCO Right corner cutoff		RPA55 Round pole mounting (45" drilling, 3" min. R60 pole)
		35K 3500K	80CRI				SPAS5N Square narrow pole mounting (48" drilling, 3" min. S2 pole)
		40K 4000K	80CRI	TF1M Forward throw medium			WBA Wall bracket
			50K 5000K	80CRI			
Control options				Other options		Finish options	
Shipped installed				Shipped installed			
NLTAIR2 PIRHN All light AIR gsm 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 20' ± 1.5'				HS Holesize shield (black finish standard) 10		DDBXD Dark bronze	
PIR High-flow, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 20' ± 1.5'				LSE Low level sensor		DBLXD Black	
PER NEMA 3P-wire-lock replaceable only (controls ordered separately)				RCE Right angled sensor		DNALD Natural Aluminum	
PERS Fine-pin receptacle only (controls ordered separately) 10				CCE Cast aluminum		DNWHD White	
				HSA 50° ambient operation 10		DNBTD Textured dark bronze	
				Shipped separately		DMA Textured black	
				EGCR External Gage Shield (permissible, field install required, machined housing finish)		DNATD Textured natural aluminum	
				BSDB Bird Spikes (field install required)		DNWGD Textured white	



1 ELECTRICAL
FIXTURE TYPES 'E' & 'E1' MOUNTING DETAIL
NOT TO SCALE

REVISIONS		DESCRIPTION	DATE				

PROJECT: **Germantown Townhouses**
W140 N10385 Fond du Lac Avenue
Germantown, WI 53022

Corporate Registration #501248-48-41006573

KORNACKI & ASSOCIATES, INC.
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DAVID B. KORNACKI
E-33120-6
NEW BERLIN, WI
PROFESSIONAL ENGINEER
Date: 07/18/23

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S.M.B.
CHECKED BY
D.B.K.
APPROVED BY
D.B.K.

SHEET NO.
E2.0

STORMWATER
MANAGEMENT REPORT

**Germantown Townhouses
W140 N10385 Fond du Lac Avenue
Germantown, Wisconsin**

July 21, 2023

PREPARED FOR:

District One, LLC
13100 Watertown Plank Rd., Suite 200
Elm Grove, WI 53122

PREPARED BY:

Parish Survey & Engineering, LLC
122 Wisconsin Street,
West Bend, WI 53095

NA-01-17



PARISH SURVEY & ENGINEERING

122 Wisconsin Street | West Bend, WI 53095
www.parishse.com

Contents

Introduction	1
Design Standards	1
Existing Site Conditions	2
Subsurface Soil Conditions.....	2
Proposed Site Conditions	3
Storm water mangment design	3
Conclusion.....	4

APPENDICES

- A. Location Map
- B. Soils Information
- C. Existing Site Conditions
 - 1) Drainage Map
 - 2) HydroCAD Reports
- D. Proposed Site Conditions
 - 1) Drainage Map
 - 2) HydroCAD Reports
- E. TSS Reduction Calculations
- F. Storm Sewer Calculations
- G. Design Plans
- H. Stormwater Management Maintenance Agreement

INTRODUCTION

This project is located at W140 N10363 Fond du Lac Ave in the Village of Germantown, WI (Village). The primary property is 0.66 acres fronting on Fond du Lac Ave however the project also includes two properties to the north on the southwest quadrant of the intersection of Fond du Lac Ave. with Donges Bay Rd. The other two properties, having 0.28 acres and 0.416 acres, for a total area of 1.356 acres. The redevelopment area will occur primarily on the southern two parcels and will cover less than the total 0.94 acres for the two properties.

The proposed project is to construct four townhouses on the south parcel fronting along Fond du Lac Ave. with parking in the rear and a single driveway connection to Fond du Lac Ave. on the south side of the development. There will be a stormwater management basin located west of the townhouses development. North of the townhouses, there will be a parking facility constructed to provide additional parking for the two commercial buildings (coffee shop and bar/restaurant) on the corner of the intersection.

The existing grading for these parcels drains roughly north to south therefore the stormwater basin will be located on the south side, west of the townhouses. The primary stormwater discharge will be directed through a storm sewer to the Fond du Lac Ave. right of way connecting to a storm sewer in the roadway. The proposed basin will be designed to meet the Village of Germantown and MMSD requirements for the volume of discharge along with water quantity requirements.

DESIGN STANDARDS

The stormwater management system for the proposed site will meet the post-construction stormwater requirements for the Village of Germantown (Village), Milwaukee Metropolitan Sewerage District (MMSD), and the Wisconsin Department of Natural Resources (WDNR).

Peak Discharge

The target design criteria for the stormwater management facilities proposed in this report follow the Village, MMSD Chapter 13 Surface Water and Stormwater Rule, and NR 151 of the WI Administrative Code. MMSD allows for two methods for calculating storm water discharge for a developed site. The volumetric design procedure will be used to demonstrate compliance with the water quantity requirements for both MMSD and the Village. The volumetric procedure requires that existing runoff volume not be exceeded during the critical time period for a given basin. This site is located in the Menomonee River basin and has a length of critical period of 9.5 hours. The critical time period for this project starts at 11:45 and ends at 21:15. The modeling is required to occur for a 24-hour period with the calculations based on the required reporting period.

Stormwater Quality

At a minimum, a best management practice that relies on ponding runoff and settling of suspended solids shall be designed for a reduction, on an average annual basis, of 80 percent of the total estimated suspended solids load from a developed site.

Infiltration

For development over 40% connected imperviousness and under 80%, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60% of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2% of the project site is required as an effective infiltration area. Or infiltrate 10% of the post-development runoff from the 2-year, 24-hour design storm. If there are clay or silt soils, as defined by the WDNR.

Method of Analysis

The storm water runoff rates and quantities have been analyzed using HydroCAD® software, using the United States Department of Agriculture Soil Conservation Service Technical Release 55 (TR-55) methodology. The MSE 3, 24-hour rainfall distribution curve was used for the calculations.

The selected design storms were based on NOAA Atlas 14.

Rainfall	
Recurrence Interval (Year)	Rainfall Depth (in)
1	2.35
2	2.66
100	6.31

TSS reduction results for the areas disturbed, as well as the areas draining to the ponds were analyzed with WinSLAMM Source Loading and Management Model. The “Milwaukee 1969” rainfall file was used with the winter season between December 6th to March 28th.

EXISTING SITE CONDITIONS

As mentioned above, there are three properties comprising an overall area of 1.365 acres. The north property is mostly developed with two existing buildings and a parking lot on the west side of the buildings. The center property had an existing house that will be razed and the existing pavement removed. The south property is vacant.

There are no know wetlands, waterways, or ponds on any of the existing properties.

Offsite

West of the site there is one watershed that has been delineated which drains easterly to our site. The west off-site area (1S) is comprised of 1.697 acres of developed land including buildings (St. Johns Church), parking lot, lawn, and some wooded areas. This area flows east to our site and will ultimately contribute to the proposed stormwater basin.

SUBSURFACE SOIL CONDITIONS

Soils in the area were researched by desktop through the USDA Websoil Survey and in the field with test pits. The Table 1 below shows the soil types found on the site based on the USDA websoil survey. The area is also susceptible to instances of high bedrock or bedrock outcroppings. In this case, there are no outcroppings but the likelihood of high bedrock in the area is good.

Table 1 – South Pond Soils Information

Symbol	Soil	Hydrologic Group
MtA	Mequon silt loam	C/D
OuB2	Ozaukee silt loam	C

PROPOSED SITE CONDITIONS

Proposed Grading

The proposed grading plan along with the proposed storm sewer are designed to direct runoff from the townhouses, west parking lot, and the north parking lot to stormwater basin on the southwest side of the site. The stormwater basin will also collect the run-on to the site from areas west of the site.

STORM WATER MANGMENT DESIGN

As mentioned above, the post construction stormwater quantity requirement for this project was met using the volumetric design procedure. Below is a summary of the existing and proposed condition discharge for the development areas.

Stormwater Discharge

The post-construction stormwater quantity requirement for the Germantown Townhouses project will be met using the volumetric flow design procedure. The following information outlines the requirements for discharge from this site. The table below provides the maximum release rates from the site. The stormwater modeling is conducted over a 24-hour period while the reporting for the discharge is between the hours of 11:45 and 21:15 as required by MMSD.

The allowable volumetric release rate for the development site between 11:45 and 21:15:

Table 2 – Allowable Release Volume

Rainfall Event	Ex. Site - 2S (ac-ft)	Off-Site Runon - 1S (ac-ft)	Total Allowable Release Volume (ac-ft)
2-year	0.093	0.135	0.228
100-year	0.350	0.509	0.860

The results of the design and modeling are presented in the table below for both the 2-year and 100-year events.

Table 3 - Post-Development Design Release Volume

Rainfall Event	Total Design Release Volume (ac-ft)
2-year	0.220
100-year	0.858

Detailed watershed information can also be found in the HydroCAD computer analysis printouts found in the Appendices. As required by the Village, the total site meets the volumetric discharge requirements for the proposed development.

Stormwater Quality

The post construction stormwater quality requirement for this project is met using the standard design procedure. The proposed pond will provide greater than 80% TSS reduction for the proposed development areas draining through the south pond. Appendix E contains the details of the calculations.

Table 4 - Water Quality Results

Area	Total Influent Load (lbs)	Total Effluent Load (lbs)	TSS Reduction
South	458.3	68.18	85.12%

CONCLUSION

The stormwater management system for the proposed development will meet the post-construction stormwater requirements for the Village of Germantown and the Wisconsin DNR. The proposed stormwater management system improves the discharge points of the site. Additionally, both the storm water quantity and quality are controlled at a greater rate than required per the local ordinance, and State Statute.

Appendix A

Location Map



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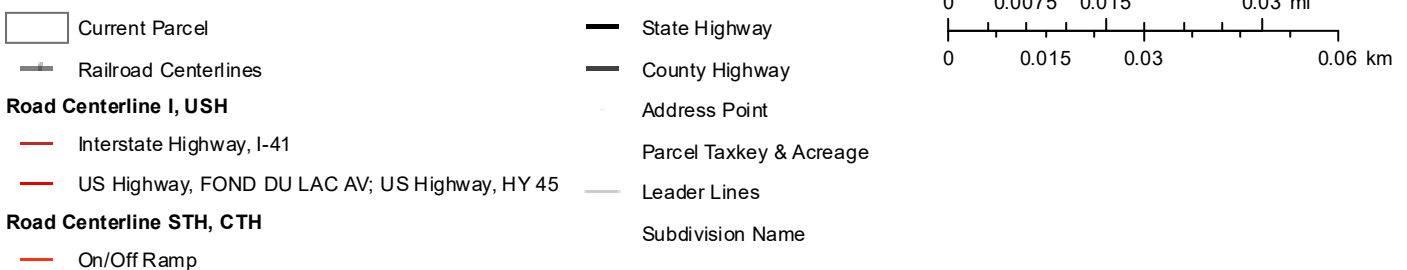
122 Wisconsin Street | West Bend, WI 53095
www.parishse.com

Washington County, Wisconsin



3/25/2022, 11:12:48 AM

1:1,162



Appendix B

Soils Information



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Hydrologic Soil Group—Washington County, Wisconsin



Map Scale: 1:612 if printed on A portrait (8.5" x 11") sheet.

0 5 10 20 30 Meters

0 25 50 100 150 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

6/13/2023
Page 1 of 4
Page 161 of 350

MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Lines

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Points

-  A
-  A/D
-  B
-  B/D

-  C
-  C/D
-  D
-  Not rated or not available

Water Features
 Streams and Canals
Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County, Wisconsin
Survey Area Data: Version 22, Sep 6, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 20, 2020—Jul 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
MtA	Mequon silt loam, 1 to 3 percent slopes	C/D	0.0	1.5%
OuB2	Ozaukee silt loam, high carbonate substratum, 2 to 6 percent slopes, eroded	C	1.2	98.5%
Totals for Area of Interest			1.2	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

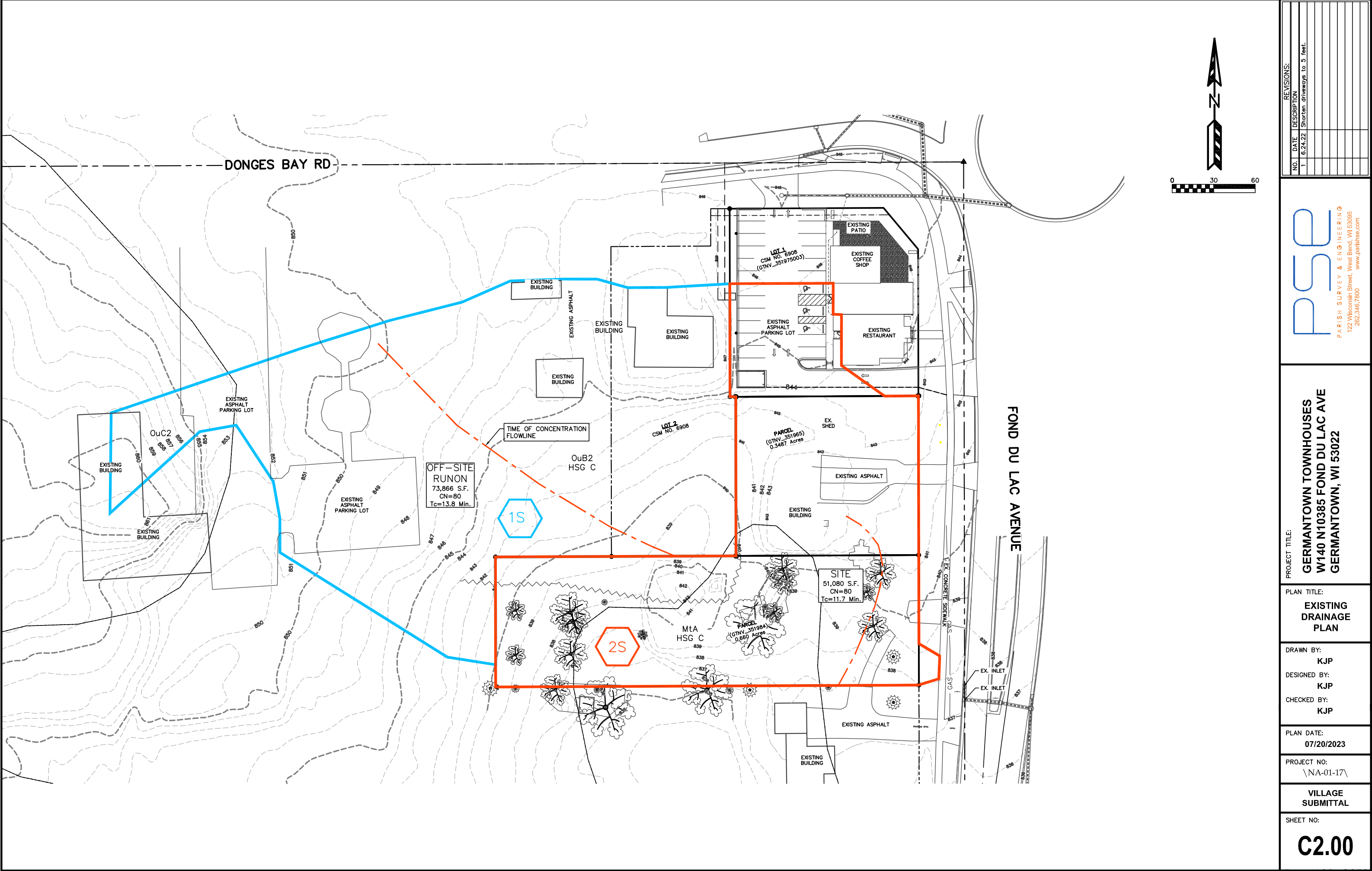
Appendix C

Existing Site Conditions



PARISH SURVEY & ENGINEERING

122 Wisconsin Street | West Bend, WI 53095
www.parishse.com



REVISIONS:		
NO.	DATE	DESCRIPTION
1	6.24.22	Shorten driveways to 5 feet.

PSE
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7800
www.parishse.com

PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**EXISTING
DRAINAGE
PLAN**

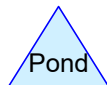
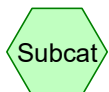
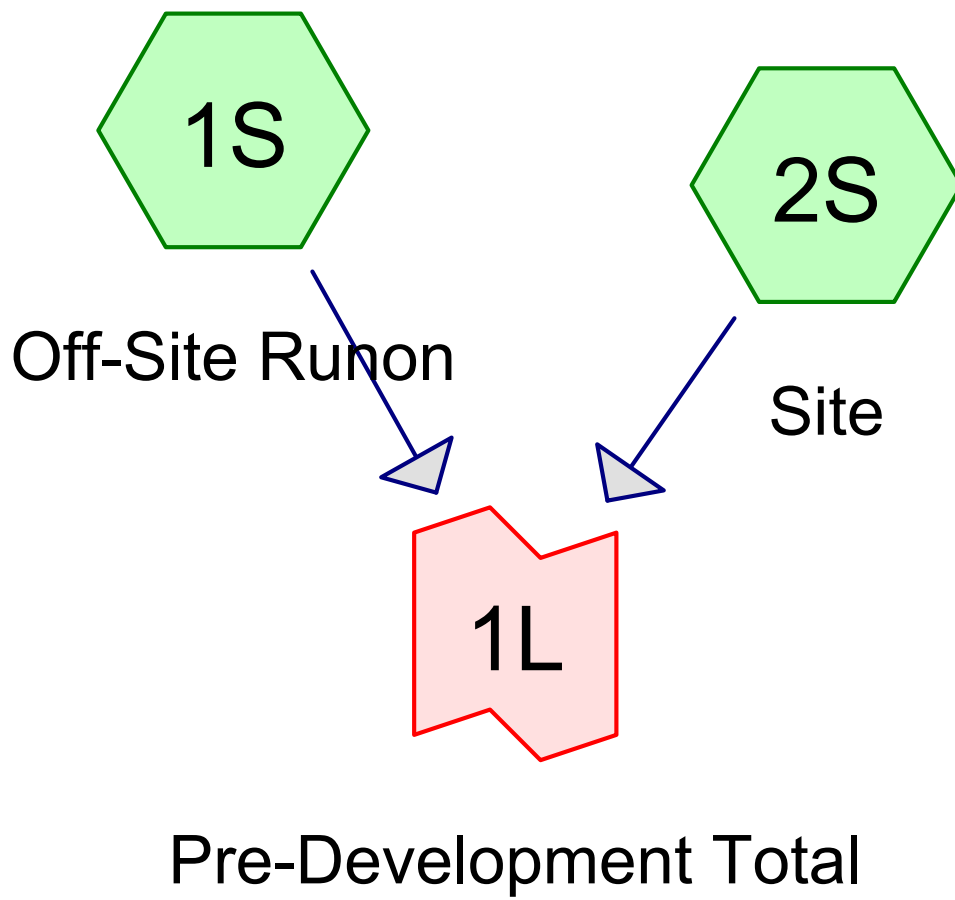
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
07/20/2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:
C2.00



Routing Diagram for Pre-Develop Townhomes
Prepared by Quam Engineering LLC, Printed 7/20/2023
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Pre-Develop Townhomes

Prepared by Quam Engineering LLC

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NA-01-17 Stormwater
MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 2

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points x 3
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1S: Off-Site Runon

Runoff Area=73,866 sf 23.73% Impervious Runoff Depth>1.00"
Flow Length=265' Tc=13.8 min CN=80 Runoff=2.22 cfs 0.141 af

Subcatchment2S: Site

Runoff Area=51,080 sf 19.00% Impervious Runoff Depth>1.00"
Flow Length=140' Tc=11.7 min CN=80 Runoff=1.66 cfs 0.098 af

Link 1L: Pre-DevelopmentTotal

Inflow=3.86 cfs 0.239 af
Primary=3.86 cfs 0.239 af

Total Runoff Area = 2.868 ac Runoff Volume = 0.239 af Average Runoff Depth = 1.00"
78.20% Pervious = 2.243 ac 21.80% Impervious = 0.625 ac

Pre-Develop Townhomes

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NA-01-17 Stormwater
MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 3

Summary for Subcatchment 1S: Off-Site Runon

Runoff = 2.22 cfs @ 12.23 hrs, Volume= 0.141 af, Depth> 1.00"

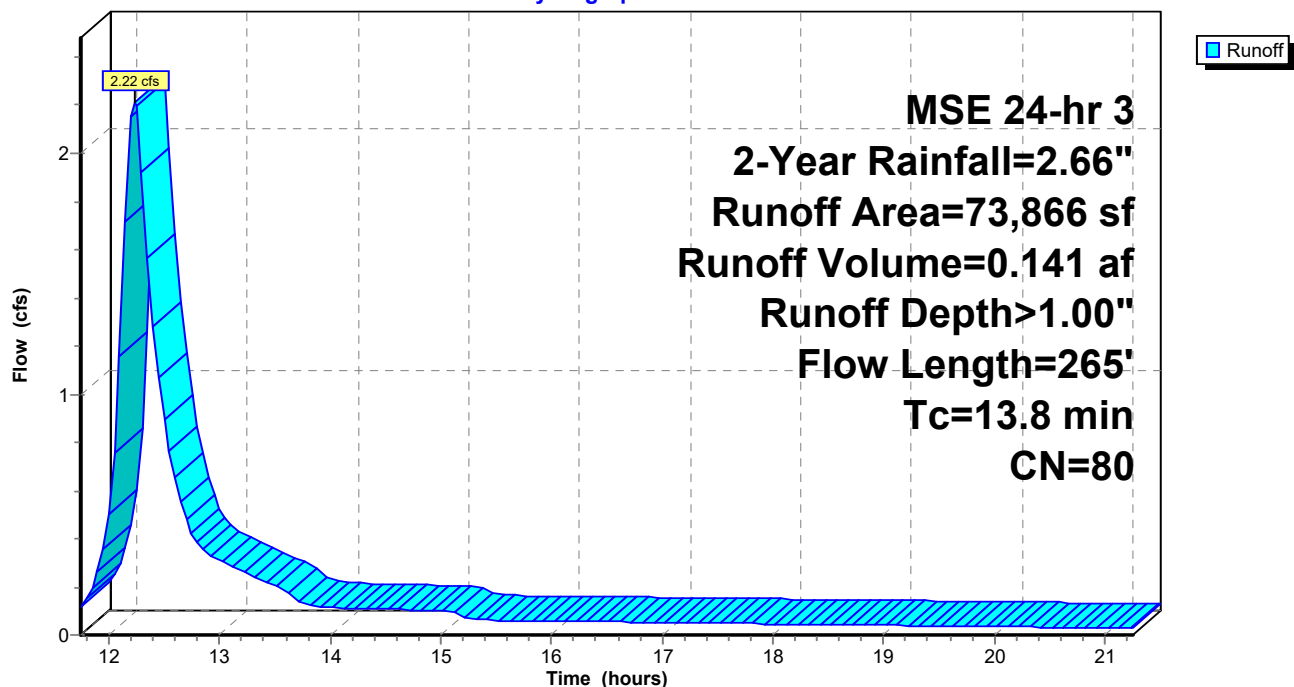
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.66"

	Area (sf)	CN	Description
*	5,175	98	Existing Roofs
*	12,350	98	Exisitng Asphalt/Concrete
*	12,533	77	Woods - Poor Cover, HSG C
*	43,808	74	Lawn, HSG C
	73,866	80	Weighted Average
	56,341		76.27% Pervious Area
	17,525		23.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.9	100	0.0400	0.14		Sheet Flow, Grass: Dense n= 0.240 P2= 2.65"
1.9	165	0.0420	1.43		Shallow Concentrated Flow, Shallow Short Grass Pasture Kv= 7.0 fps
13.8	265	Total			

Subcatchment 1S: Off-Site Runon

Hydrograph



Pre-Develop Townhomes

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MSE 24-hr 3 2-Year Rainfall=2.66"

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Hydrograph for Subcatchment 1S: Off-Site Runon

Time (hours)	Precip. (inches)	Runoff (cfs)	Runoff-Volume (acre-feet)
11.75	0.82	0.12	0.002
12.00	1.23	0.50	0.008
12.25	1.84	2.19	0.041
12.50	2.00	0.90	0.069
12.75	2.08	0.42	0.081
13.00	2.15	0.31	0.088
13.25	2.20	0.26	0.094
13.50	2.24	0.21	0.098
13.75	2.27	0.13	0.102
14.00	2.29	0.11	0.104
14.25	2.32	0.11	0.107
14.50	2.34	0.11	0.109
14.75	2.36	0.10	0.111
15.00	2.39	0.10	0.113
15.25	2.40	0.07	0.115
15.50	2.41	0.06	0.116
15.75	2.42	0.06	0.117
16.00	2.44	0.06	0.119
16.25	2.45	0.06	0.120
16.50	2.46	0.06	0.121
16.75	2.47	0.05	0.122
17.00	2.48	0.05	0.123
17.25	2.49	0.05	0.124
17.50	2.50	0.05	0.125
17.75	2.51	0.05	0.126
18.00	2.52	0.05	0.127
18.25	2.53	0.05	0.128
18.50	2.54	0.04	0.129
18.75	2.55	0.04	0.130
19.00	2.56	0.04	0.131
19.25	2.57	0.04	0.132
19.50	2.58	0.04	0.133
19.75	2.58	0.04	0.133
20.00	2.59	0.03	0.134
20.25	2.60	0.03	0.135
20.50	2.60	0.03	0.135
20.75	2.61	0.03	0.136
21.00	2.62	0.03	0.137
21.25	2.62	0.03	0.137

Pre-Develop Townhomes

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NA-01-17 Stormwater
MSE 24-hr 3 2-Year Rainfall=2.66"

Printed 7/20/2023

Page 4

Summary for Subcatchment 2S: Site

Runoff = 1.66 cfs @ 12.21 hrs, Volume= 0.098 af, Depth> 1.00"

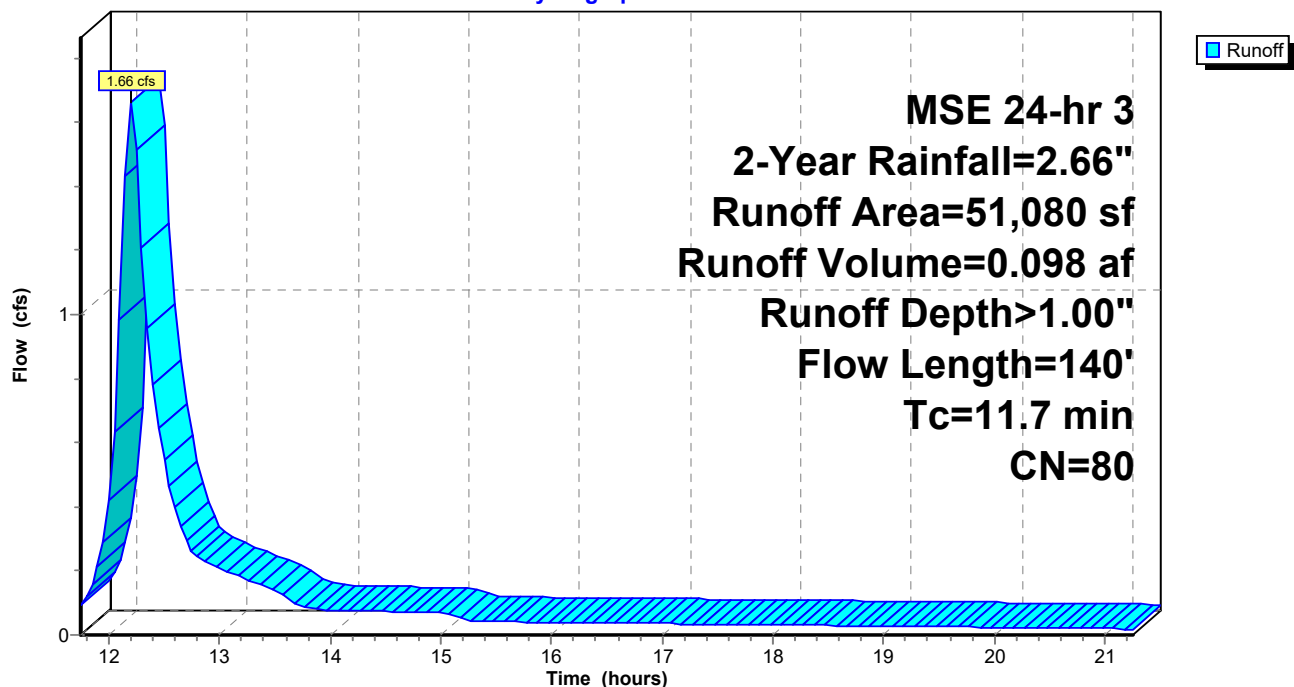
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.66"

	Area (sf)	CN	Description
*	1,762	98	Existing Roofs
*	7,945	98	Exisitng Asphalt/Concrete
*	22,700	77	Woods - Poor Cover, HSG C
*	18,673	74	Lawn, HSG C
	51,080	80	Weighted Average
	41,373		81.00% Pervious Area
	9,707		19.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.3	100	0.0450	0.15		Sheet Flow, Grass: Dense n= 0.240 P2= 2.65"
0.4	40	0.0500	1.57		Shallow Concentrated Flow, Shallow Short Grass Pasture Kv= 7.0 fps
11.7	140	Total			

Subcatchment 2S: Site

Hydrograph



Pre-Develop Townhomes

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MSE 24-hr 3 2-Year Rainfall=2.66"

Printed 7/20/2023

Hydrograph for Subcatchment 2S: Site

Time (hours)	Precip. (inches)	Runoff (cfs)	Runoff-Volume (acre-feet)
11.75	0.82	0.09	0.002
12.00	1.23	0.42	0.007
12.25	1.84	1.51	0.032
12.50	2.00	0.55	0.049
12.75	2.08	0.26	0.057
13.00	2.15	0.21	0.061
13.25	2.20	0.17	0.065
13.50	2.24	0.14	0.068
13.75	2.27	0.09	0.071
14.00	2.29	0.08	0.072
14.25	2.32	0.08	0.074
14.50	2.34	0.07	0.075
14.75	2.36	0.07	0.077
15.00	2.39	0.07	0.078
15.25	2.40	0.05	0.080
15.50	2.41	0.04	0.080
15.75	2.42	0.04	0.081
16.00	2.44	0.04	0.082
16.25	2.45	0.04	0.083
16.50	2.46	0.04	0.084
16.75	2.47	0.04	0.085
17.00	2.48	0.04	0.085
17.25	2.49	0.04	0.086
17.50	2.50	0.03	0.087
17.75	2.51	0.03	0.087
18.00	2.52	0.03	0.088
18.25	2.53	0.03	0.089
18.50	2.54	0.03	0.089
18.75	2.55	0.03	0.090
19.00	2.56	0.03	0.091
19.25	2.57	0.03	0.091
19.50	2.58	0.03	0.092
19.75	2.58	0.02	0.092
20.00	2.59	0.02	0.093
20.25	2.60	0.02	0.093
20.50	2.60	0.02	0.094
20.75	2.61	0.02	0.094
21.00	2.62	0.02	0.095
21.25	2.62	0.02	0.095

Pre-Develop Townhomes

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NA-01-17 Stormwater
MSE 24-hr 3 2-Year Rainfall=2.66"

Printed 7/20/2023

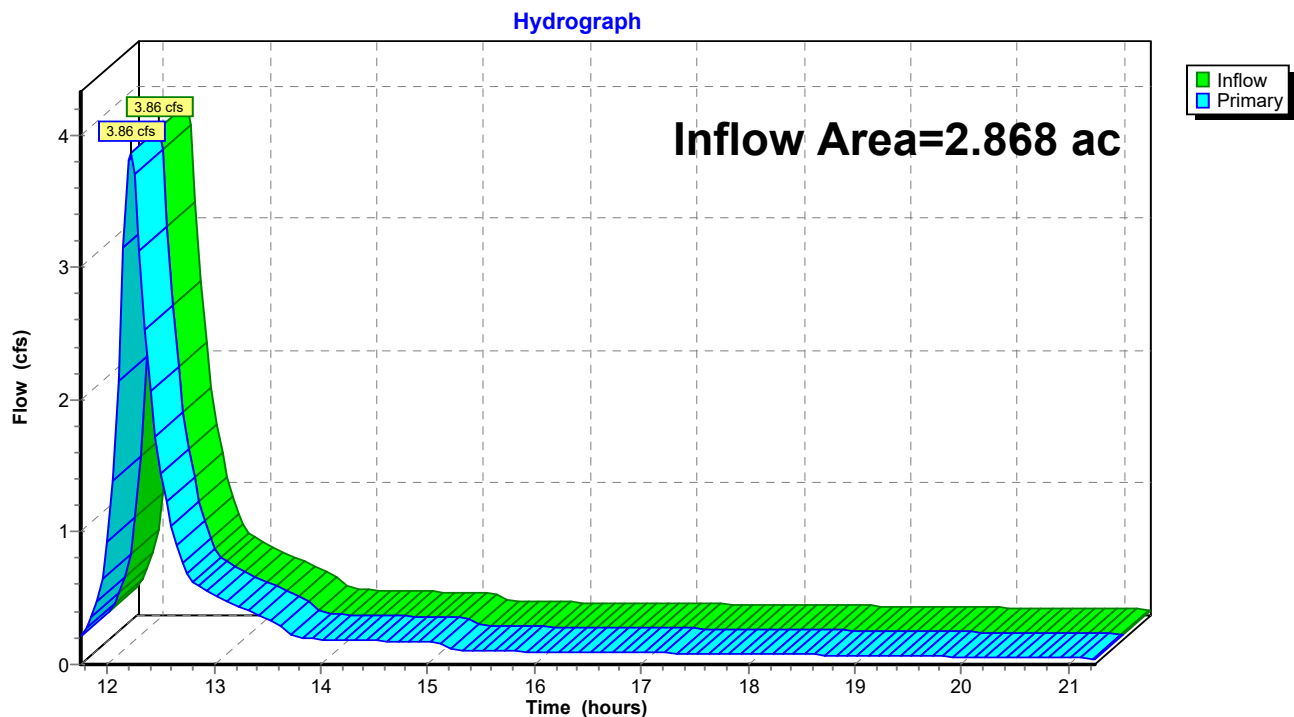
Page 5

Summary for Link 1L: Pre-Development Total

Inflow Area = 2.868 ac, 21.80% Impervious, Inflow Depth > 1.00" for 2-Year event
Inflow = 3.86 cfs @ 12.22 hrs, Volume= 0.239 af
Primary = 3.86 cfs @ 12.22 hrs, Volume= 0.239 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Link 1L: Pre-Development Total



Pre-Develop Townhomes*MSE 24-hr 3 2-Year Rainfall=2.66"*

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Hydrograph for Link 1L: Pre-Development Total

Time (hours)	Inflow (cfs)	Primary (cfs)	Primary-Volume (acre-feet)
11.75	0.21	0.21	0.004
12.00	0.92	0.92	0.015
12.25	3.71	3.71	0.074
12.50	1.44	1.44	0.118
12.75	0.69	0.69	0.138
13.00	0.52	0.52	0.149
13.25	0.43	0.43	0.159
13.50	0.34	0.34	0.167
13.75	0.22	0.22	0.172
14.00	0.19	0.19	0.176
14.25	0.19	0.19	0.180
14.50	0.18	0.18	0.184
14.75	0.18	0.18	0.188
15.00	0.17	0.17	0.191
15.25	0.12	0.12	0.194
15.50	0.10	0.10	0.197
15.75	0.10	0.10	0.199
16.00	0.10	0.10	0.201
16.25	0.10	0.10	0.203
16.50	0.09	0.09	0.205
16.75	0.09	0.09	0.207
17.00	0.09	0.09	0.208
17.25	0.09	0.09	0.210
17.50	0.08	0.08	0.212
17.75	0.08	0.08	0.214
18.00	0.08	0.08	0.215
18.25	0.08	0.08	0.217
18.50	0.07	0.07	0.219
18.75	0.07	0.07	0.220
19.00	0.07	0.07	0.221
19.25	0.07	0.07	0.223
19.50	0.06	0.06	0.224
19.75	0.06	0.06	0.226
20.00	0.06	0.06	0.227
20.25	0.06	0.06	0.228
20.50	0.05	0.05	0.229
20.75	0.05	0.05	0.230
21.00	0.05	0.05	0.231
21.25	0.05	0.05	0.232

Pre-Develop Townhomes

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NA-01-17 Stormwater

MSE 24-hr 3 100-Year Rainfall=6.31"

Printed 7/20/2023

Page 6

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points x 3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1S: Off-Site Runon

Runoff Area=73,866 sf 23.73% Impervious Runoff Depth>4.06"
Flow Length=265' Tc=13.8 min CN=80 Runoff=9.11 cfs 0.574 af

Subcatchment2S: Site

Runoff Area=51,080 sf 19.00% Impervious Runoff Depth>4.06"
Flow Length=140' Tc=11.7 min CN=80 Runoff=6.76 cfs 0.397 af

Link 1L: Pre-DevelopmentTotal

Inflow=15.79 cfs 0.970 af
Primary=15.79 cfs 0.970 af

Total Runoff Area = 2.868 ac Runoff Volume = 0.970 af Average Runoff Depth = 4.06"
78.20% Pervious = 2.243 ac 21.80% Impervious = 0.625 ac

Pre-Develop Townhomes

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NA-01-17 Stormwater

MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 7

Summary for Subcatchment 1S: Off-Site Runon

Runoff = 9.11 cfs @ 12.22 hrs, Volume= 0.574 af, Depth> 4.06"

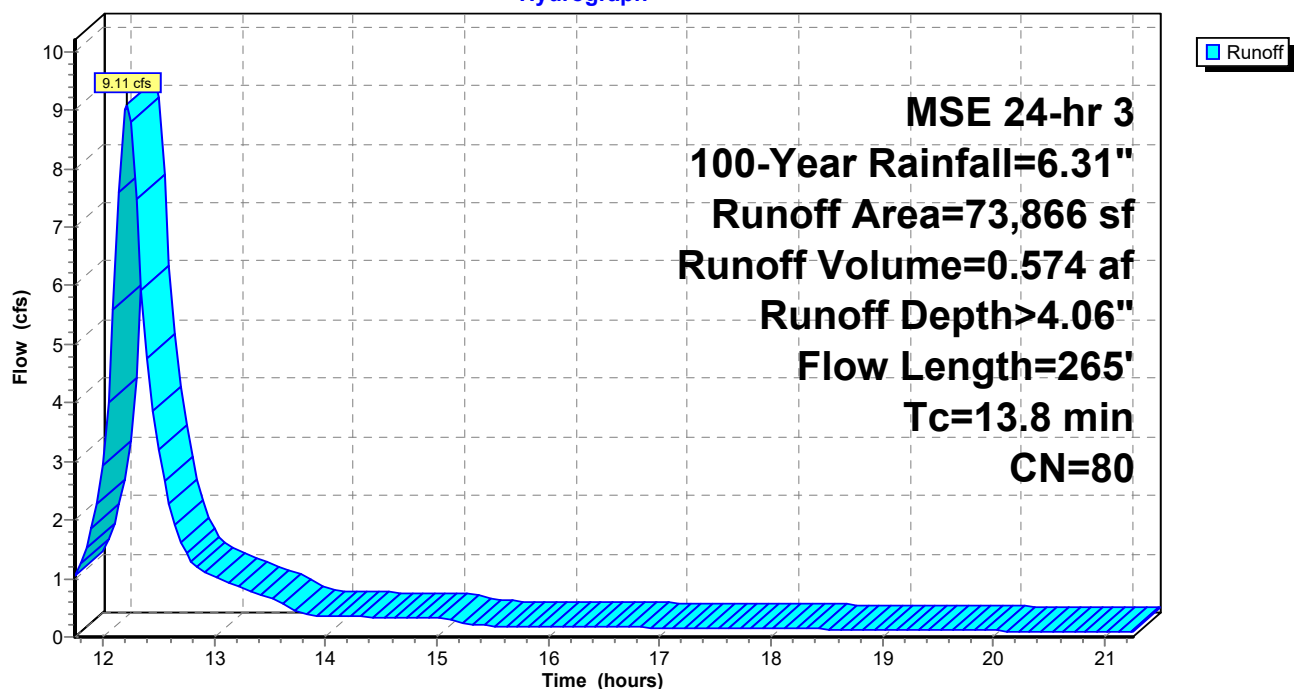
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=6.31"

	Area (sf)	CN	Description
*	5,175	98	Existing Roofs
*	12,350	98	Exisitng Asphalt/Concrete
*	12,533	77	Woods - Poor Cover, HSG C
*	43,808	74	Lawn, HSG C
	73,866	80	Weighted Average
	56,341		76.27% Pervious Area
	17,525		23.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.9	100	0.0400	0.14		Sheet Flow, Grass: Dense n= 0.240 P2= 2.65"
1.9	165	0.0420	1.43		Shallow Concentrated Flow, Shallow Short Grass Pasture Kv= 7.0 fps
13.8	265	Total			

Subcatchment 1S: Off-Site Runon

Hydrograph



Pre-Develop Townhomes*MSE 24-hr 3 100-Year Rainfall=6.31"*

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Hydrograph for Subcatchment 1S: Off-Site Runon

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)	Runoff-Volume (acre-feet)
11.75	1.94	0.53	1.05	0.052
12.00	2.92	1.19	2.94	0.092
12.25	4.37	2.35	8.80	0.237
12.50	4.75	2.67	3.20	0.341
12.75	4.93	2.84	1.42	0.382
13.00	5.09	2.97	1.02	0.406
13.25	5.22	3.09	0.84	0.424
13.50	5.32	3.18	0.66	0.440
13.75	5.38	3.23	0.43	0.450
14.00	5.44	3.28	0.36	0.458
14.25	5.50	3.33	0.35	0.466
14.50	5.55	3.38	0.34	0.473
14.75	5.61	3.43	0.33	0.480
15.00	5.66	3.48	0.32	0.486
15.25	5.69	3.50	0.23	0.492
15.50	5.72	3.53	0.19	0.496
15.75	5.75	3.56	0.19	0.500
16.00	5.78	3.58	0.18	0.504
16.25	5.81	3.61	0.18	0.507
16.50	5.84	3.64	0.17	0.511
16.75	5.87	3.66	0.17	0.515
17.00	5.89	3.68	0.16	0.518
17.25	5.92	3.71	0.16	0.521
17.50	5.94	3.73	0.15	0.525
17.75	5.97	3.75	0.15	0.528
18.00	5.99	3.77	0.14	0.531
18.25	6.01	3.79	0.14	0.534
18.50	6.03	3.81	0.13	0.536
18.75	6.05	3.83	0.13	0.539
19.00	6.07	3.85	0.13	0.542
19.25	6.09	3.86	0.12	0.544
19.50	6.11	3.88	0.12	0.547
19.75	6.13	3.90	0.11	0.549
20.00	6.15	3.91	0.11	0.551
20.25	6.16	3.93	0.10	0.553
20.50	6.18	3.94	0.10	0.555
20.75	6.19	3.95	0.09	0.557
21.00	6.21	3.97	0.09	0.559
21.25	6.22	3.98	0.08	0.561

Pre-Develop Townhomes

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NA-01-17 Stormwater

MSE 24-hr 3 100-Year Rainfall=6.31"

Printed 7/20/2023

Page 8

Summary for Subcatchment 2S: Site

Runoff = 6.76 cfs @ 12.20 hrs, Volume= 0.397 af, Depth> 4.06"

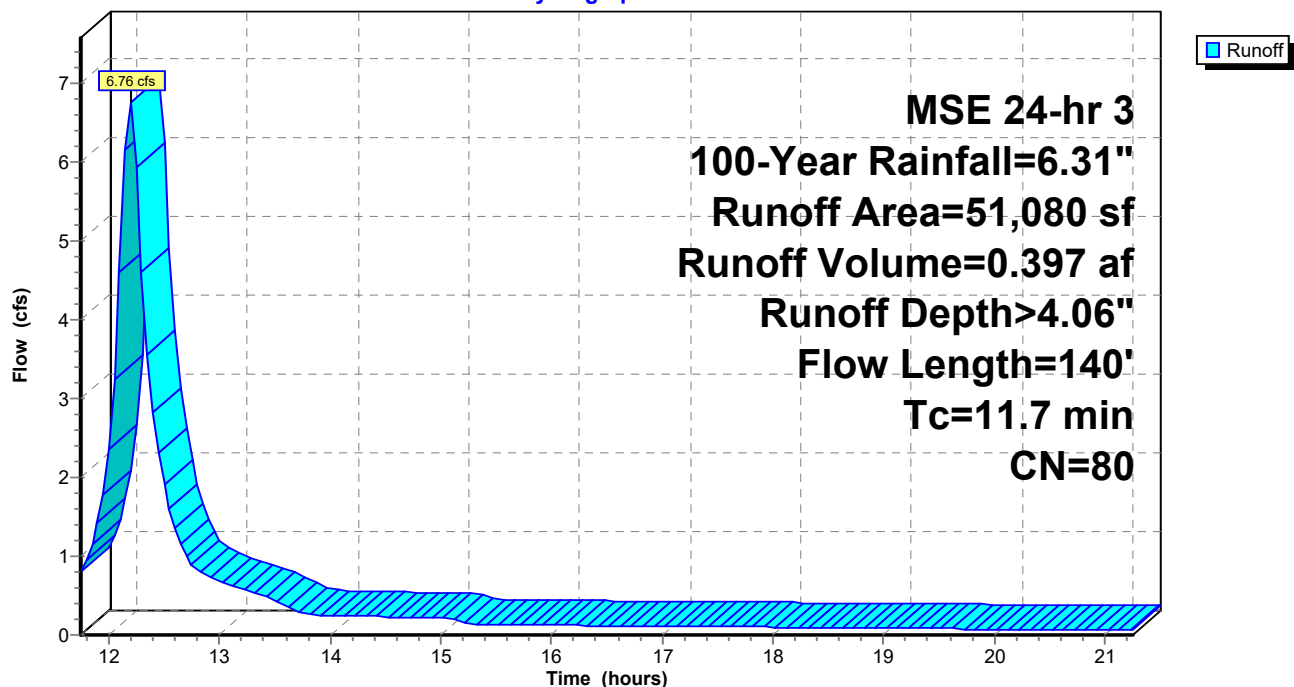
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=6.31"

	Area (sf)	CN	Description
*	1,762	98	Existing Roofs
*	7,945	98	Exisitng Asphalt/Concrete
*	22,700	77	Woods - Poor Cover, HSG C
*	18,673	74	Lawn, HSG C
	51,080	80	Weighted Average
	41,373		81.00% Pervious Area
	9,707		19.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.3	100	0.0450	0.15		Sheet Flow, Grass: Dense n= 0.240 P2= 2.65"
0.4	40	0.0500	1.57		Shallow Concentrated Flow, Shallow Short Grass Pasture Kv= 7.0 fps
11.7	140	Total			

Subcatchment 2S: Site

Hydrograph



Pre-Develop Townhomes

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MSE 24-hr 3 100-Year Rainfall=6.31"

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Hydrograph for Subcatchment 2S: Site

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)	Runoff-Volume (acre-feet)
11.75	1.94	0.53	0.80	0.038
12.00	2.92	1.19	2.35	0.069
12.25	4.37	2.35	5.92	0.179
12.50	4.75	2.67	1.91	0.242
12.75	4.93	2.84	0.88	0.267
13.00	5.09	2.97	0.69	0.282
13.25	5.22	3.09	0.57	0.295
13.50	5.32	3.18	0.44	0.305
13.75	5.38	3.23	0.28	0.312
14.00	5.44	3.28	0.25	0.318
14.25	5.50	3.33	0.24	0.323
14.50	5.55	3.38	0.23	0.328
14.75	5.61	3.43	0.23	0.332
15.00	5.66	3.48	0.22	0.337
15.25	5.69	3.50	0.15	0.341
15.50	5.72	3.53	0.13	0.343
15.75	5.75	3.56	0.13	0.346
16.00	5.78	3.58	0.13	0.349
16.25	5.81	3.61	0.12	0.351
16.50	5.84	3.64	0.12	0.354
16.75	5.87	3.66	0.12	0.356
17.00	5.89	3.68	0.11	0.359
17.25	5.92	3.71	0.11	0.361
17.50	5.94	3.73	0.11	0.363
17.75	5.97	3.75	0.10	0.365
18.00	5.99	3.77	0.10	0.367
18.25	6.01	3.79	0.10	0.369
18.50	6.03	3.81	0.09	0.371
18.75	6.05	3.83	0.09	0.373
19.00	6.07	3.85	0.09	0.375
19.25	6.09	3.86	0.08	0.377
19.50	6.11	3.88	0.08	0.378
19.75	6.13	3.90	0.08	0.380
20.00	6.15	3.91	0.07	0.381
20.25	6.16	3.93	0.07	0.383
20.50	6.18	3.94	0.07	0.384
20.75	6.19	3.95	0.06	0.386
21.00	6.21	3.97	0.06	0.387
21.25	6.22	3.98	0.06	0.388

Pre-Develop Townhomes

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NA-01-17 Stormwater

MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 9

Summary for Link 1L: Pre-Development Total

Inflow Area = 2.868 ac, 21.80% Impervious, Inflow Depth > 4.06" for 100-Year event

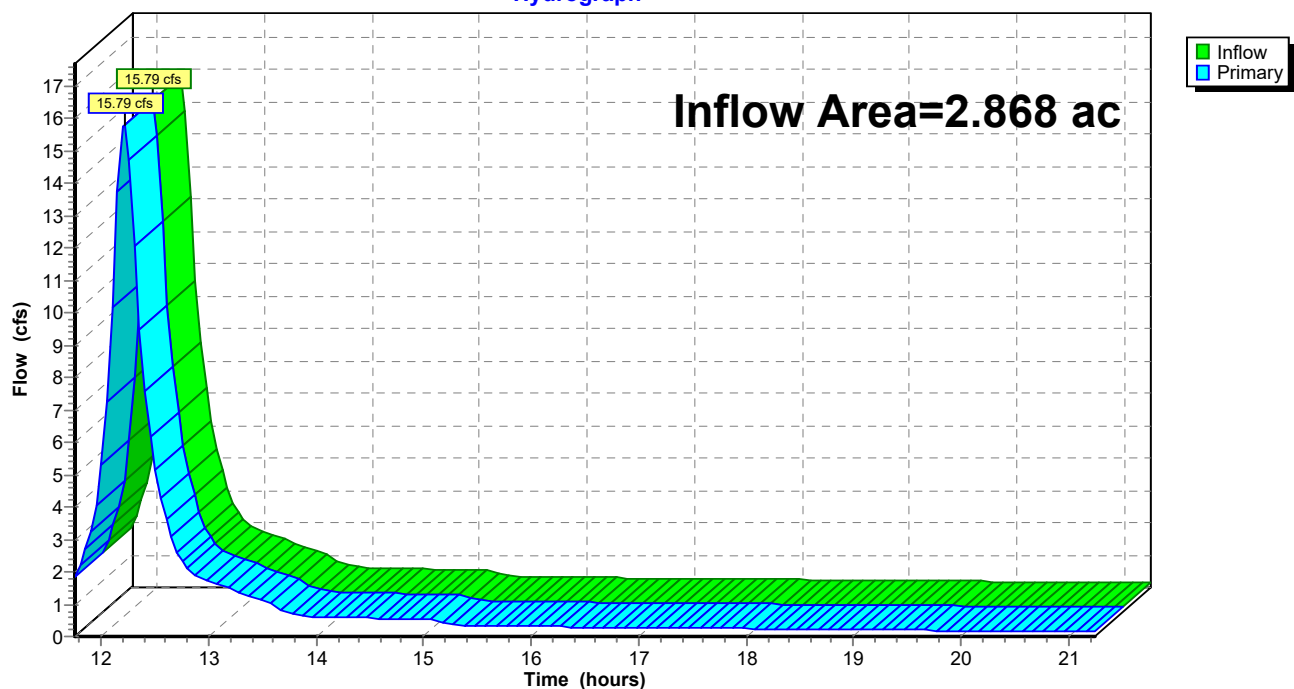
Inflow = 15.79 cfs @ 12.21 hrs, Volume= 0.970 af

Primary = 15.79 cfs @ 12.21 hrs, Volume= 0.970 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Link 1L: Pre-Development Total

Hydrograph



Pre-Develop Townhomes*MSE 24-hr 3 100-Year Rainfall=6.31"*

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Hydrograph for Link 1L: Pre-Development Total

Time (hours)	Inflow (cfs)	Primary (cfs)	Primary-Volume (acre-feet)
11.75	1.85	1.85	0.089
12.00	5.29	5.29	0.162
12.25	14.72	14.72	0.416
12.50	5.11	5.11	0.583
12.75	2.31	2.31	0.649
13.00	1.71	1.71	0.688
13.25	1.40	1.40	0.719
13.50	1.11	1.11	0.745
13.75	0.71	0.71	0.763
14.00	0.61	0.61	0.776
14.25	0.59	0.59	0.788
14.50	0.57	0.57	0.800
14.75	0.56	0.56	0.812
15.00	0.54	0.54	0.823
15.25	0.38	0.38	0.833
15.50	0.32	0.32	0.840
15.75	0.31	0.31	0.846
16.00	0.31	0.31	0.853
16.25	0.30	0.30	0.859
16.50	0.29	0.29	0.865
16.75	0.28	0.28	0.871
17.00	0.28	0.28	0.876
17.25	0.27	0.27	0.882
17.50	0.26	0.26	0.888
17.75	0.25	0.25	0.893
18.00	0.24	0.24	0.898
18.25	0.24	0.24	0.903
18.50	0.23	0.23	0.908
18.75	0.22	0.22	0.912
19.00	0.21	0.21	0.917
19.25	0.20	0.20	0.921
19.50	0.20	0.20	0.925
19.75	0.19	0.19	0.929
20.00	0.18	0.18	0.933
20.25	0.17	0.17	0.936
20.50	0.16	0.16	0.940
20.75	0.15	0.15	0.943
21.00	0.15	0.15	0.946
21.25	0.14	0.14	0.949

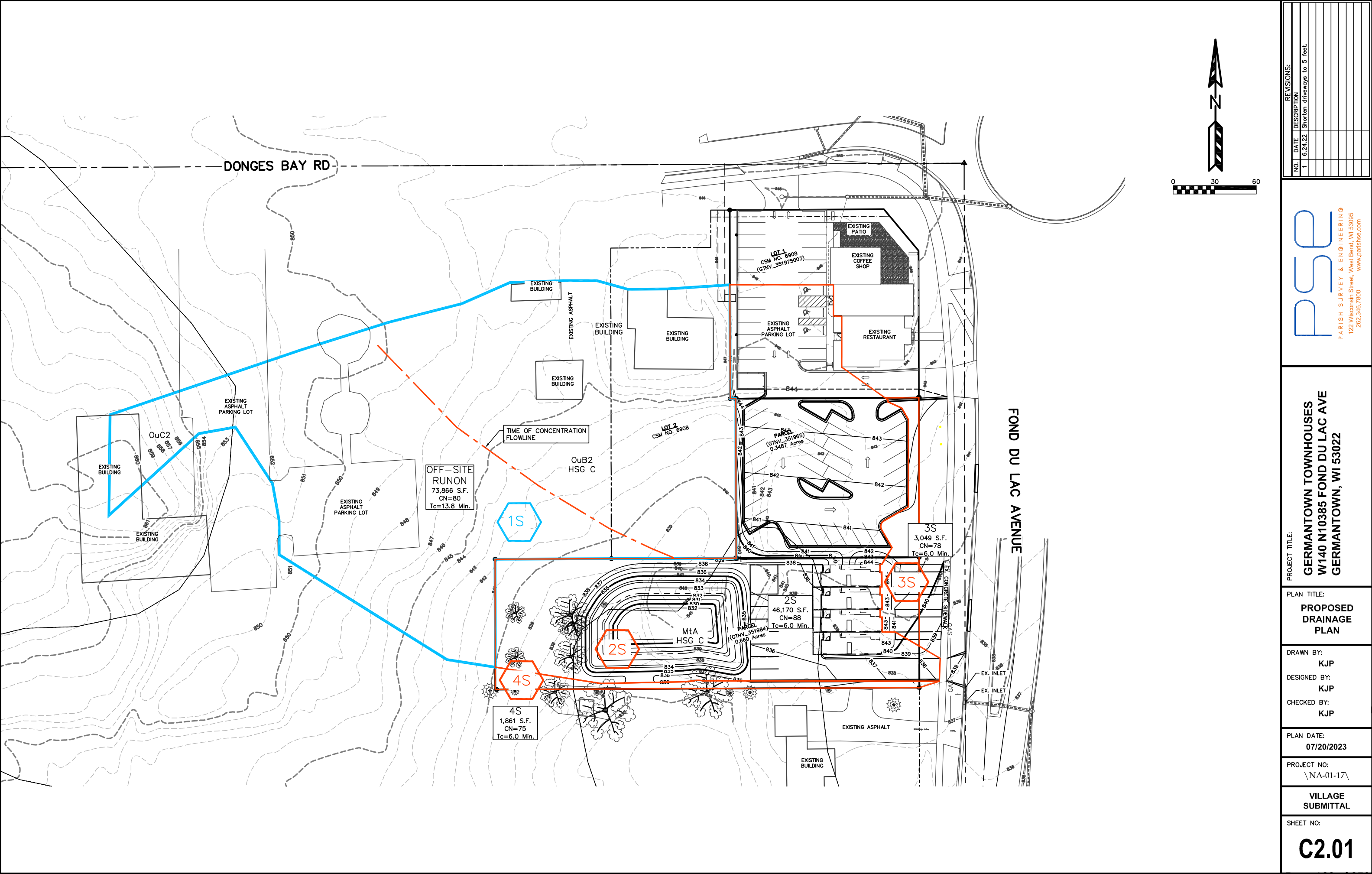
Appendix D

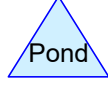
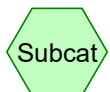
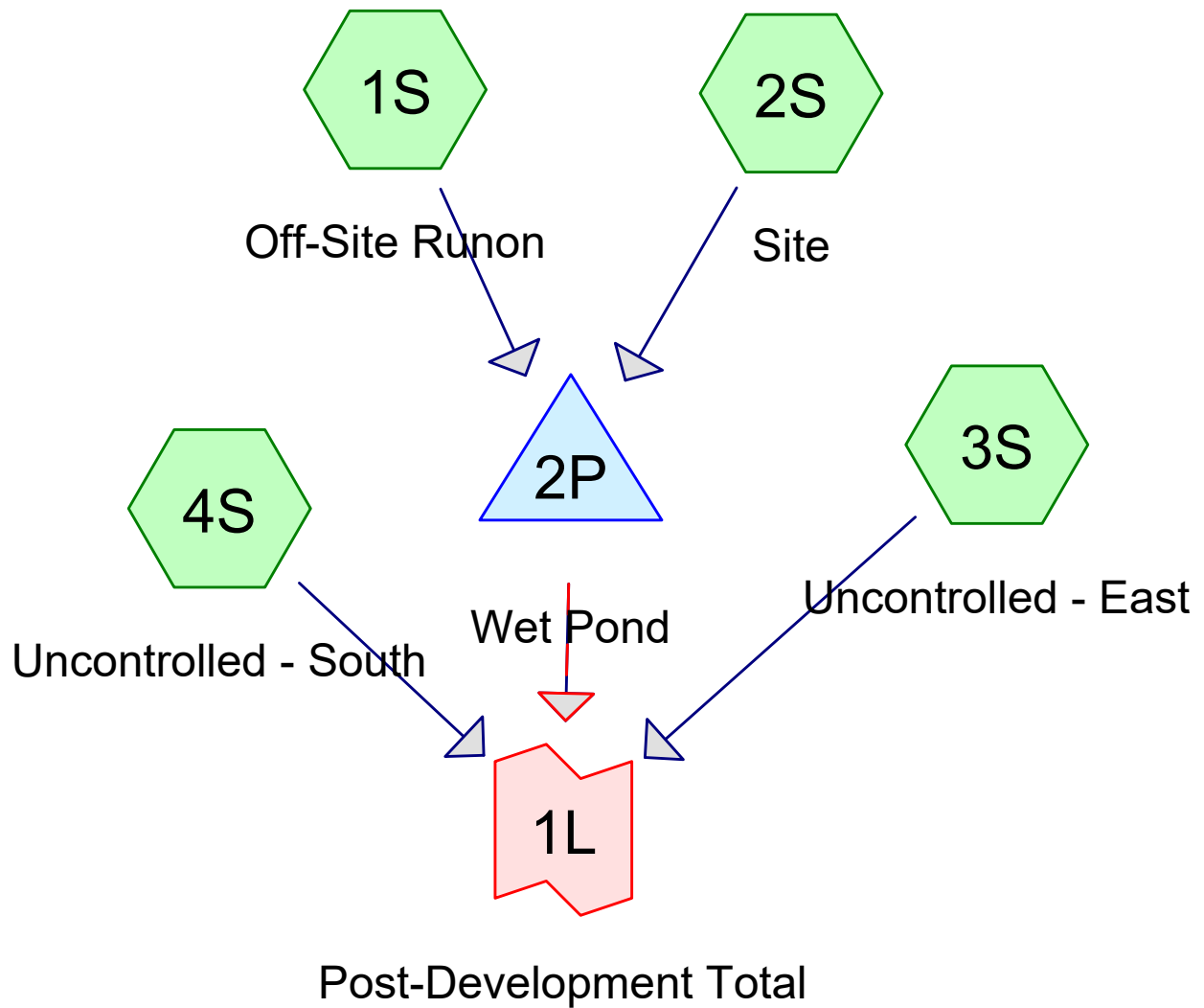
Proposed Site Conditions



PARISH SURVEY & ENGINEERING

122 Wisconsin Street | West Bend, WI 53095
www.parishse.com





Routing Diagram for Post-Develop Townhomes
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Post-Develop Townhomes

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NA-01-17 Stormwater
MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 2

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points x 3
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1S: Off-Site Runon

Runoff Area=73,866 sf 23.73% Impervious Runoff Depth>1.00"
Flow Length=265' Tc=13.8 min CN=80 Runoff=2.22 cfs 0.141 af

Subcatchment2S: Site

Runoff Area=46,170 sf 56.25% Impervious Runoff Depth>1.52"
Tc=6.0 min CN=88 Runoff=2.86 cfs 0.134 af

Subcatchment3S: Uncontrolled - East

Runoff Area=3,049 sf 14.92% Impervious Runoff Depth>0.89"
Tc=6.0 min CN=78 Runoff=0.11 cfs 0.005 af

Subcatchment4S: Uncontrolled - South

Runoff Area=1,861 sf 0.00% Impervious Runoff Depth>0.75"
Tc=6.0 min CN=75 Runoff=0.06 cfs 0.003 af

Pond 2P: Wet Pond

Peak Elev=834.57' Storage=7,014 cf Inflow=4.52 cfs 0.276 af
Primary=0.34 cfs 0.243 af Secondary=0.00 cfs 0.000 af Outflow=0.34 cfs 0.243 af

Link 1L: Post-DevelopmentTotal

Inflow=0.37 cfs 0.251 af
Primary=0.37 cfs 0.251 af

Total Runoff Area = 2.868 ac Runoff Volume = 0.283 af Average Runoff Depth = 1.19"
64.82% Pervious = 1.859 ac 35.18% Impervious = 1.009 ac

Post-Develop Townhomes

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MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 3

Summary for Subcatchment 1S: Off-Site Runon

Runoff = 2.22 cfs @ 12.23 hrs, Volume= 0.141 af, Depth> 1.00"

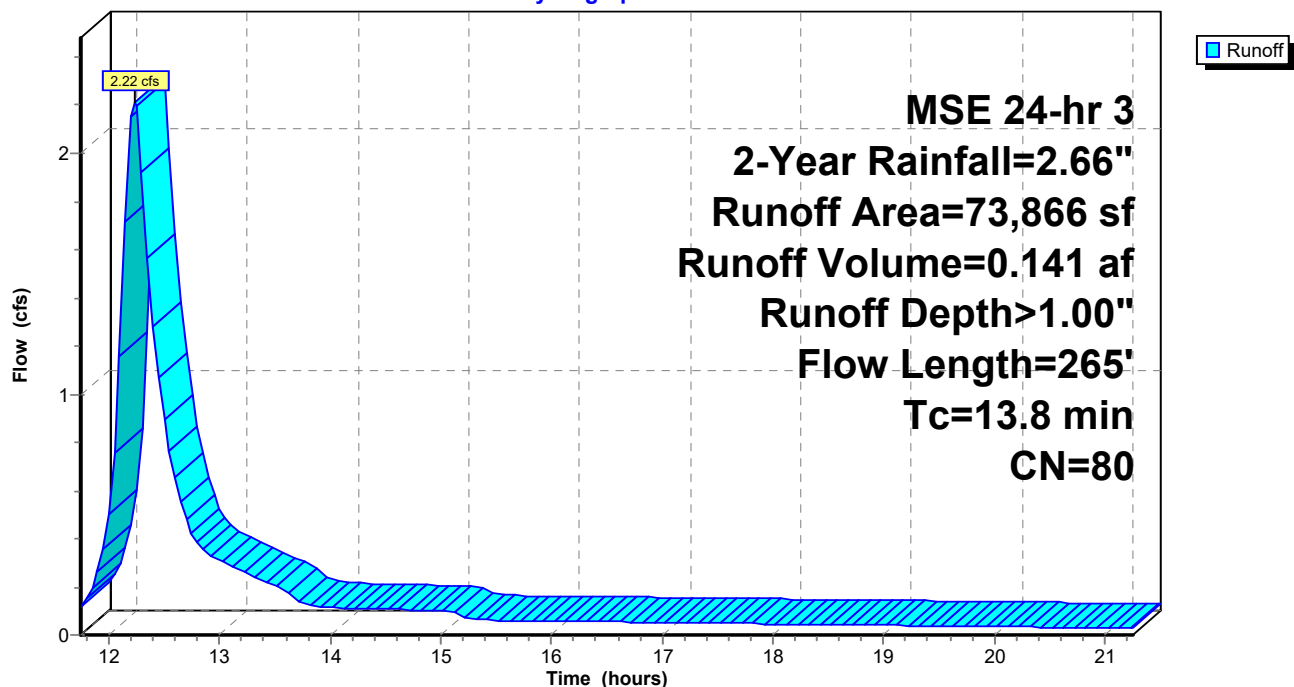
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.66"

	Area (sf)	CN	Description
*	5,175	98	Existing Roofs
*	12,350	98	Exisitng Asphalt/Concrete
*	12,533	77	Woods - Poor Cover, HSG C
*	43,808	74	Lawn, HSG C
	73,866	80	Weighted Average
	56,341		76.27% Pervious Area
	17,525		23.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.9	100	0.0400	0.14		Sheet Flow, Grass: Dense n= 0.240 P2= 2.65"
1.9	165	0.0420	1.43		Shallow Concentrated Flow, Shallow Short Grass Pasture Kv= 7.0 fps
13.8	265	Total			

Subcatchment 1S: Off-Site Runon

Hydrograph



Post-Develop Townhomes

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MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 4

Summary for Subcatchment 2S: Site

Runoff = 2.86 cfs @ 12.13 hrs, Volume= 0.134 af, Depth> 1.52"

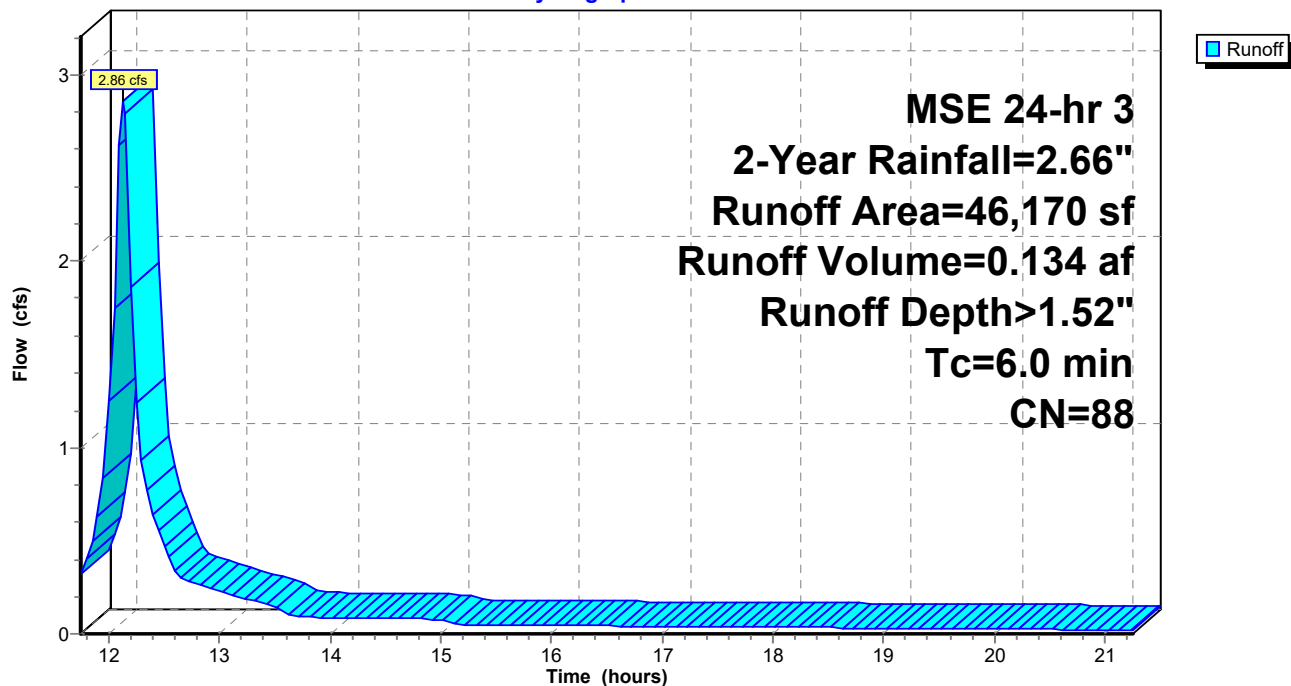
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.66"

	Area (sf)	CN	Description
*	2,915	98	Roofs
*	23,057	98	Asphalt/Concrete
*	5,500	77	Woods - Poor Cover, HSG C
*	14,698	74	Lawn, HSG C
	46,170	88	Weighted Average
	20,198		43.75% Pervious Area
	25,972		56.25% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 2S: Site

Hydrograph



Post-Develop Townhomes

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MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 5

Summary for Subcatchment 3S: Uncontrolled - East

Runoff = 0.11 cfs @ 12.14 hrs, Volume= 0.005 af, Depth> 0.89"

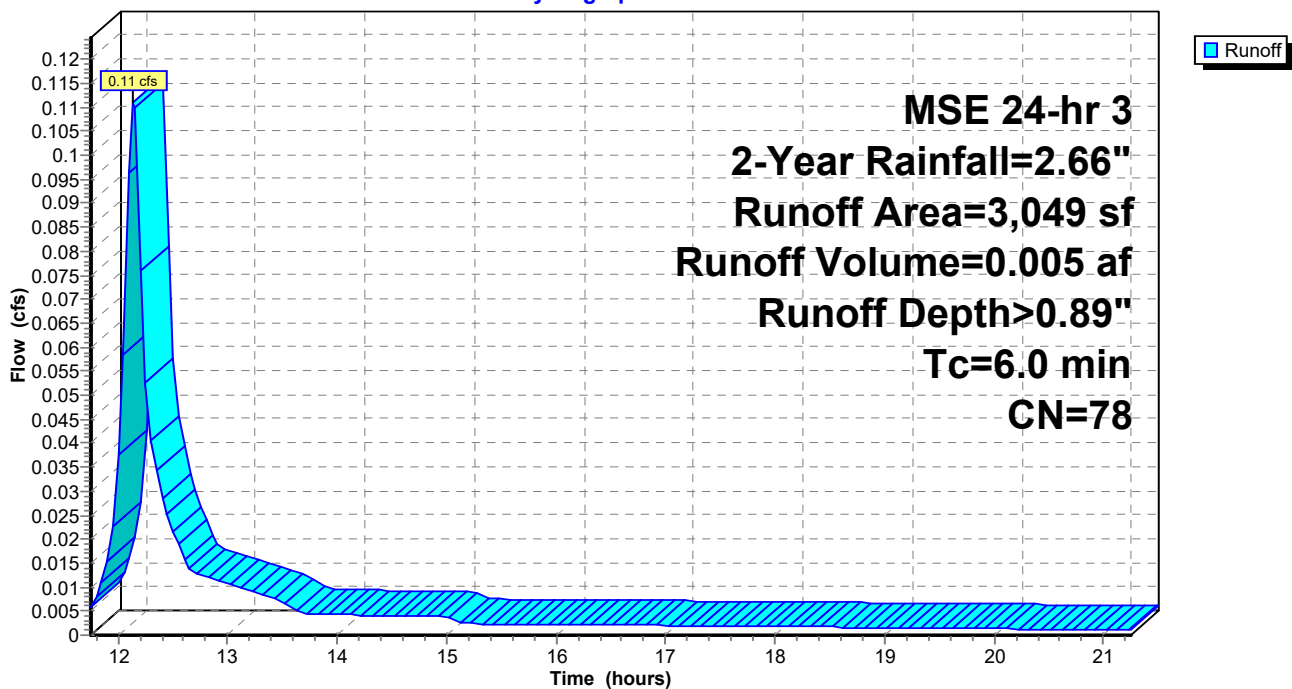
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.66"

	Area (sf)	CN	Description
*	455	98	Concrete
*	2,594	74	Lawn, HSG C
	3,049	78	Weighted Average
	2,594		85.08% Pervious Area
	455		14.92% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 3S: Uncontrolled - East

Hydrograph



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MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 6

Summary for Subcatchment 4S: Uncontrolled - South

Runoff = 0.06 cfs @ 12.14 hrs, Volume= 0.003 af, Depth> 0.75"

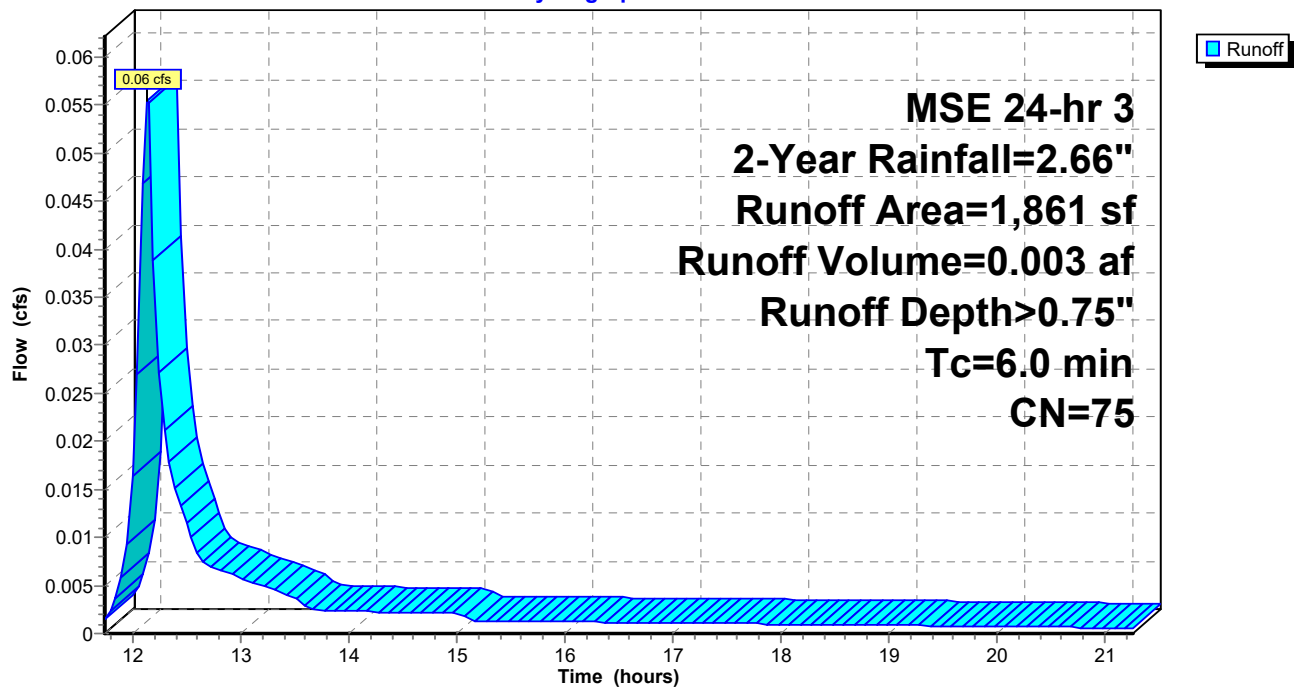
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.66"

	Area (sf)	CN	Description
*	760	77	Woods - Poor Cover, HSG C
*	1,101	74	Lawn, HSG C
	1,861	75	Weighted Average
	1,861		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 4S: Uncontrolled - South

Hydrograph



Post-Develop Townhomes

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NA-01-17 Stormwater
MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 7

Summary for Pond 2P: Wet Pond

Inflow Area = 2.756 ac, 36.24% Impervious, Inflow Depth > 1.20" for 2-Year event
Inflow = 4.52 cfs @ 12.15 hrs, Volume= 0.276 af
Outflow = 0.34 cfs @ 13.51 hrs, Volume= 0.243 af, Atten= 92%, Lag= 81.3 min
Primary = 0.34 cfs @ 13.51 hrs, Volume= 0.243 af
Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs / 3
Peak Elev= 834.57' @ 13.51 hrs Surf.Area= 7,089 sf Storage= 7,014 cf

Plug-Flow detention time= 254.5 min calculated for 0.243 af (88% of inflow)
Center-of-Mass det. time= 206.5 min (1,021.0 - 814.5)

Volume	Invert	Avail.Storage	Storage Description
#1	833.50'	18,206 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
833.50	6,042	0	0
834.00	6,520	3,141	3,141
835.00	7,520	7,020	10,161
836.00	8,570	8,045	18,206

Device	Routing	Invert	Outlet Devices
#1	Primary	833.25'	12.0" Round Culvert L= 165.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 833.25' / 832.75' S= 0.0030 ' / Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 0.79 sf
#2	Device 1	833.50'	3.7" Vert. Orifice/Grate C= 0.600
#3	Device 1	834.75'	36.0" Vert. Stand Pipe C= 0.600
#4	Secondary	835.50'	50.0' long x 5.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Primary OutFlow Max=0.34 cfs @ 13.51 hrs HW=834.57' TW=0.00' (Dynamic Tailwater)

↑ **1=Culvert** (Passes 0.34 cfs of 2.35 cfs potential flow)
↑ **2=Orifice/Grate** (Orifice Controls 0.34 cfs @ 4.61 fps)
↑ **3=Stand Pipe** (Controls 0.00 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=833.50' TW=0.00' (Dynamic Tailwater)

↑ **4=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Post-Develop Townhomes

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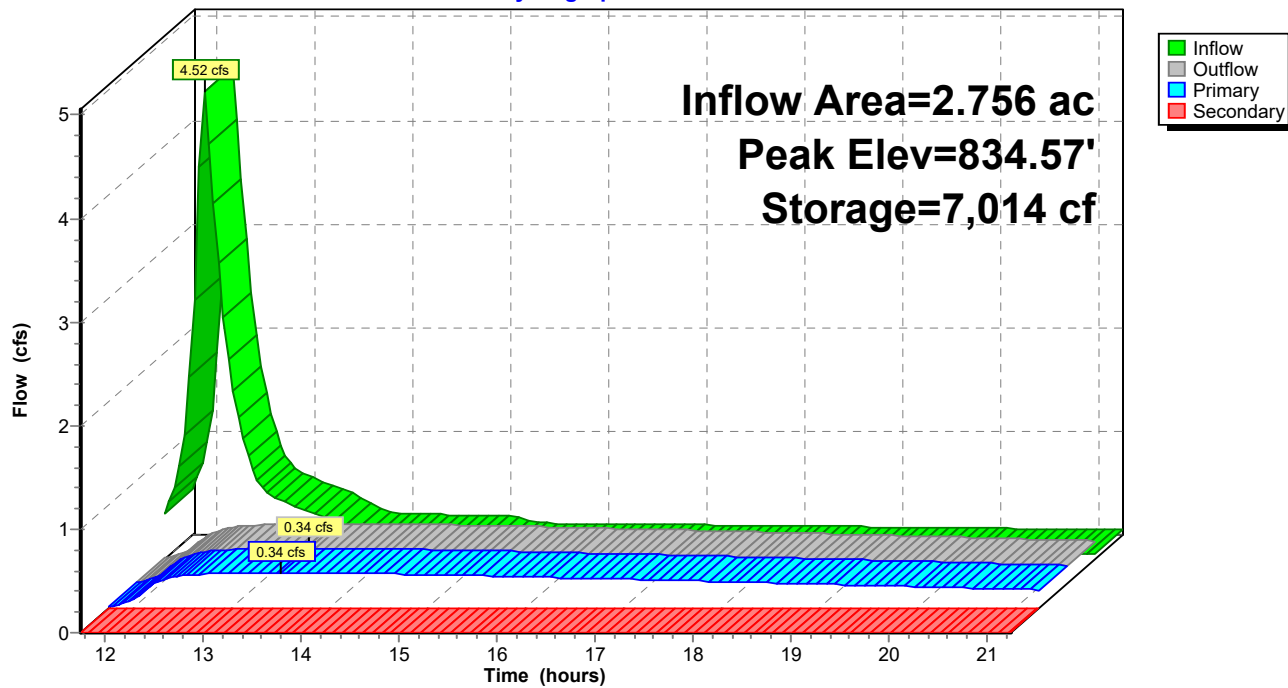
NA-01-17 Stormwater
MSE 24-hr 3 2-Year Rainfall=2.66"

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Page 8

Pond 2P: Wet Pond

Hydrograph



Post-Develop Townhomes

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MSE 24-hr 3 2-Year Rainfall=2.66"

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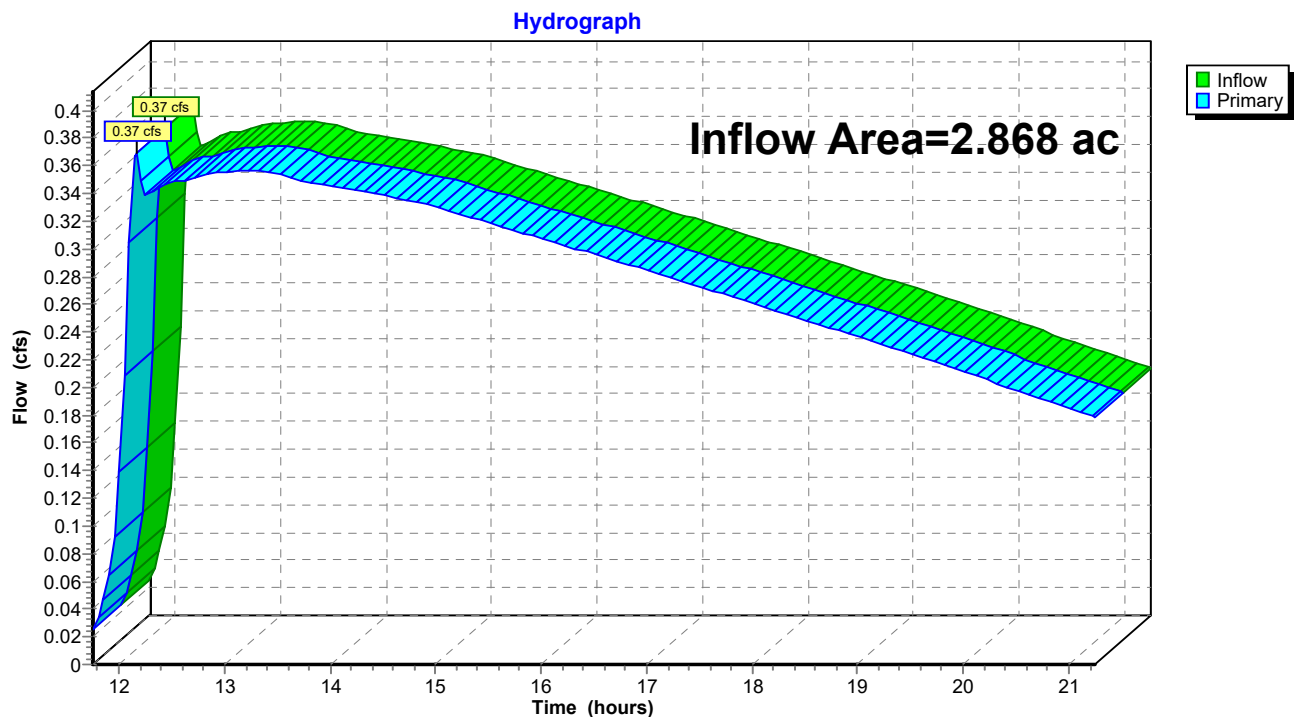
Page 9

Summary for Link 1L: Post-Development Total

Inflow Area = 2.868 ac, 35.18% Impervious, Inflow Depth > 1.05" for 2-Year event
Inflow = 0.37 cfs @ 12.16 hrs, Volume= 0.251 af
Primary = 0.37 cfs @ 12.16 hrs, Volume= 0.251 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Link 1L: Post-Development Total



Post-Develop Townhomes*MSE 24-hr 3 2-Year Rainfall=2.66"*

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Hydrograph for Link 1L: Post-Development Total

Time (hours)	Inflow (cfs)	Primary (cfs)	Primary-Volume (acre-feet)
11.75	0.03	0.03	0.000
12.00	0.14	0.14	0.002
12.25	0.34	0.34	0.009
12.50	0.35	0.35	0.016
12.75	0.35	0.35	0.023
13.00	0.36	0.36	0.030
13.25	0.36	0.36	0.038
13.50	0.35	0.35	0.045
13.75	0.35	0.35	0.052
14.00	0.35	0.35	0.059
14.25	0.34	0.34	0.066
14.50	0.34	0.34	0.073
14.75	0.33	0.33	0.080
15.00	0.33	0.33	0.087
15.25	0.32	0.32	0.094
15.50	0.32	0.32	0.101
15.75	0.31	0.31	0.107
16.00	0.31	0.31	0.114
16.25	0.30	0.30	0.120
16.50	0.30	0.30	0.126
16.75	0.29	0.29	0.132
17.00	0.28	0.28	0.138
17.25	0.28	0.28	0.144
17.50	0.27	0.27	0.150
17.75	0.27	0.27	0.155
18.00	0.26	0.26	0.161
18.25	0.25	0.25	0.166
18.50	0.25	0.25	0.171
18.75	0.24	0.24	0.176
19.00	0.24	0.24	0.181
19.25	0.23	0.23	0.186
19.50	0.22	0.22	0.191
19.75	0.22	0.22	0.195
20.00	0.21	0.21	0.199
20.25	0.20	0.20	0.204
20.50	0.20	0.20	0.208
20.75	0.19	0.19	0.212
21.00	0.19	0.19	0.216
21.25	0.18	0.18	0.220

Post-Develop Townhomes

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MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 10

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points x 3
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1S: Off-Site Runon

Runoff Area=73,866 sf 23.73% Impervious Runoff Depth>4.06"
Flow Length=265' Tc=13.8 min CN=80 Runoff=9.11 cfs 0.574 af

Subcatchment2S: Site

Runoff Area=46,170 sf 56.25% Impervious Runoff Depth>4.92"
Tc=6.0 min CN=88 Runoff=8.73 cfs 0.435 af

Subcatchment3S: Uncontrolled - East

Runoff Area=3,049 sf 14.92% Impervious Runoff Depth>3.85"
Tc=6.0 min CN=78 Runoff=0.48 cfs 0.022 af

Subcatchment4S: Uncontrolled - South

Runoff Area=1,861 sf 0.00% Impervious Runoff Depth>3.55"
Tc=6.0 min CN=75 Runoff=0.27 cfs 0.013 af

Pond 2P: Wet Pond

Peak Elev=835.69' Storage=15,583 cf Inflow=16.07 cfs 1.008 af
Primary=3.49 cfs 0.748 af Secondary=9.50 cfs 0.165 af Outflow=13.00 cfs 0.912 af

Link 1L: Post-DevelopmentTotal

Inflow=13.29 cfs 0.947 af
Primary=13.29 cfs 0.947 af

Total Runoff Area = 2.868 ac Runoff Volume = 1.044 af Average Runoff Depth = 4.37"
64.82% Pervious = 1.859 ac 35.18% Impervious = 1.009 ac

Post-Develop Townhomes

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NA-01-17 Stormwater

MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 11

Summary for Subcatchment 1S: Off-Site Runon

Runoff = 9.11 cfs @ 12.22 hrs, Volume= 0.574 af, Depth> 4.06"

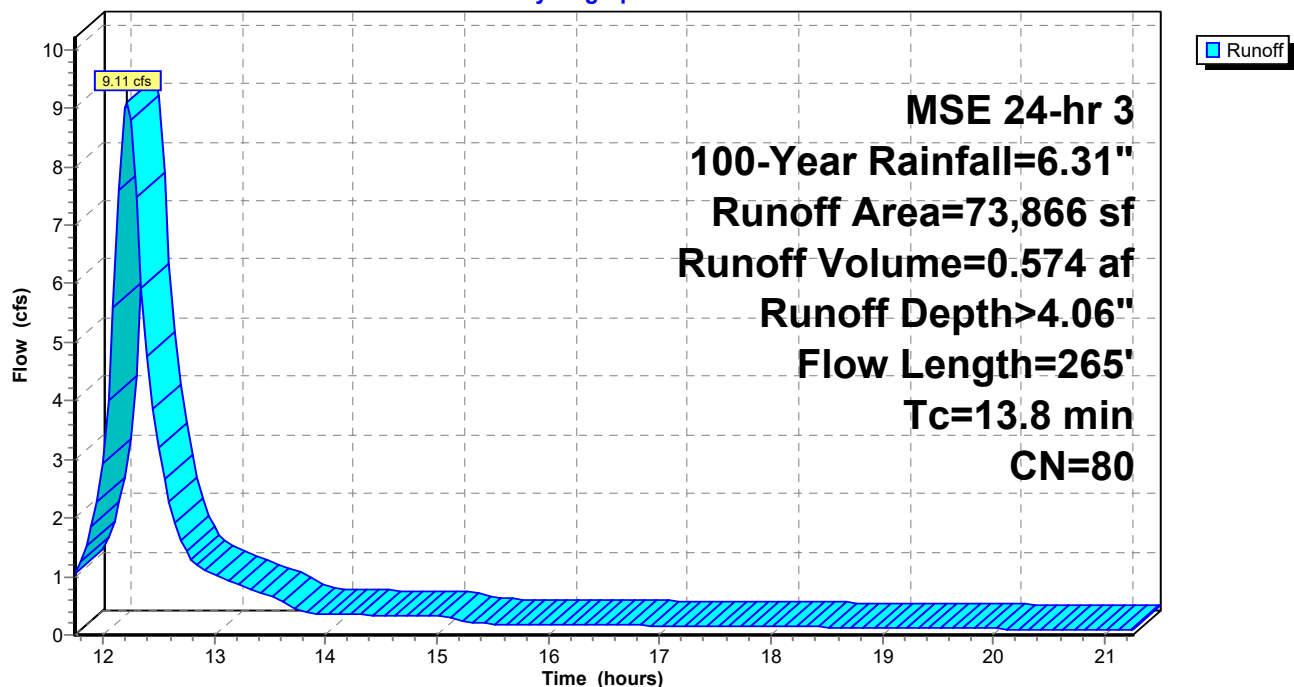
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=6.31"

	Area (sf)	CN	Description
*	5,175	98	Existing Roofs
*	12,350	98	Exisitng Asphalt/Concrete
*	12,533	77	Woods - Poor Cover, HSG C
*	43,808	74	Lawn, HSG C
	73,866	80	Weighted Average
	56,341		76.27% Pervious Area
	17,525		23.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.9	100	0.0400	0.14		Sheet Flow, Grass: Dense n= 0.240 P2= 2.65"
1.9	165	0.0420	1.43		Shallow Concentrated Flow, Shallow Short Grass Pasture Kv= 7.0 fps
13.8	265	Total			

Subcatchment 1S: Off-Site Runon

Hydrograph



Post-Develop Townhomes

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MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 12

Summary for Subcatchment 2S: Site

Runoff = 8.73 cfs @ 12.13 hrs, Volume= 0.435 af, Depth> 4.92"

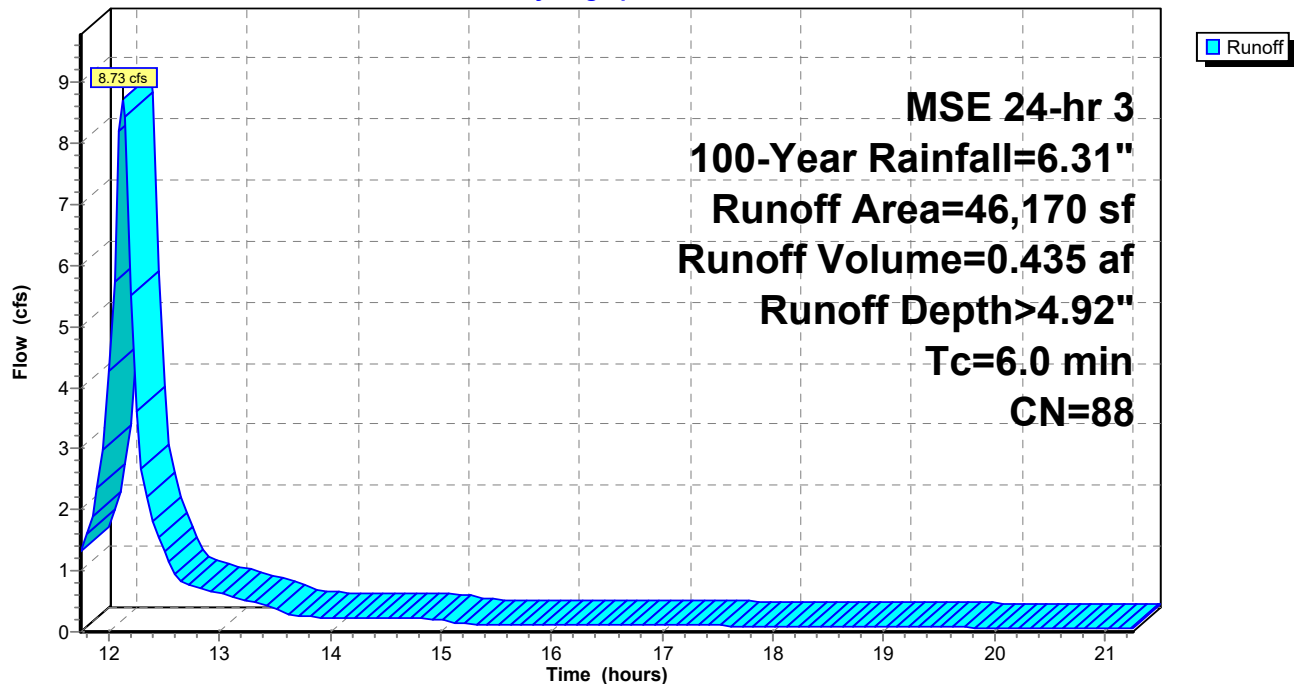
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=6.31"

	Area (sf)	CN	Description
*	2,915	98	Roofs
*	23,057	98	Asphalt/Concrete
*	5,500	77	Woods - Poor Cover, HSG C
*	14,698	74	Lawn, HSG C
	46,170	88	Weighted Average
	20,198		43.75% Pervious Area
	25,972		56.25% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 2S: Site

Hydrograph



Post-Develop Townhomes

Prepared by Quam Engineering LLC

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NA-01-17 Stormwater

MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 13

Summary for Subcatchment 3S: Uncontrolled - East

Runoff = 0.48 cfs @ 12.13 hrs, Volume= 0.022 af, Depth> 3.85"

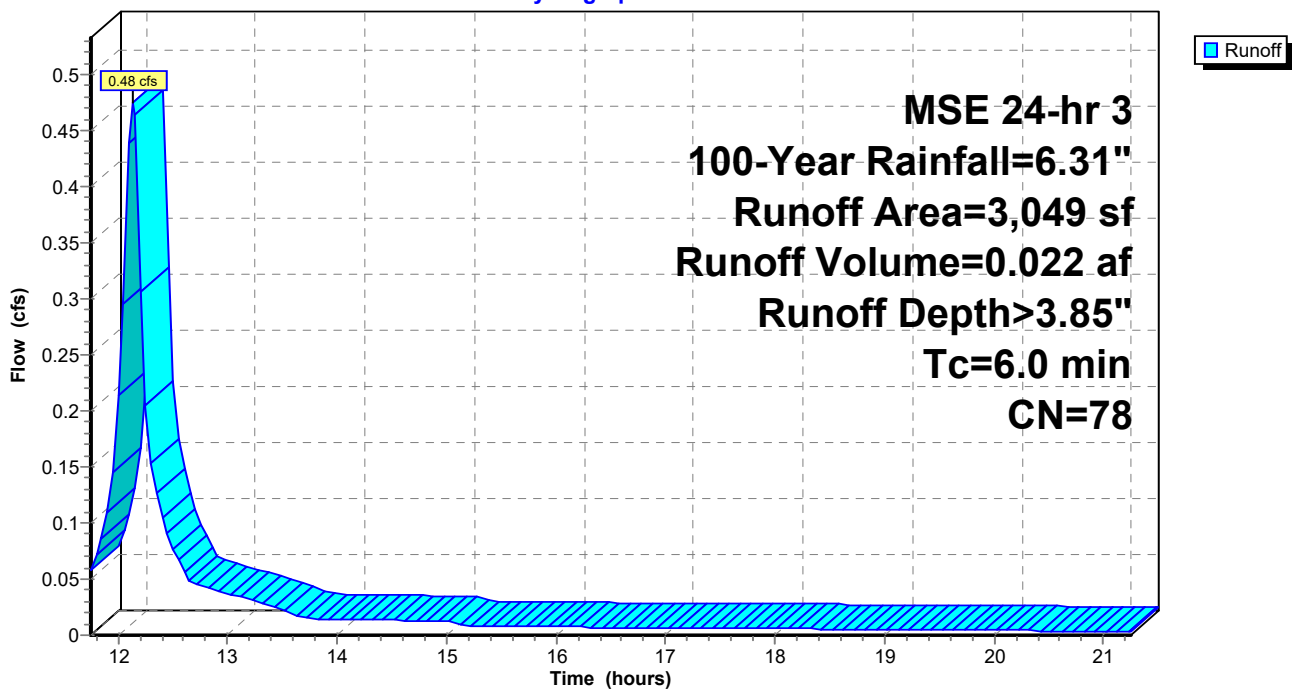
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=6.31"

	Area (sf)	CN	Description
*	455	98	Concrete
*	2,594	74	Lawn, HSG C
	3,049	78	Weighted Average
	2,594		85.08% Pervious Area
	455		14.92% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 3S: Uncontrolled - East

Hydrograph



Post-Develop Townhomes

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MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 14

Summary for Subcatchment 4S: Uncontrolled - South

Runoff = 0.27 cfs @ 12.13 hrs, Volume= 0.013 af, Depth> 3.55"

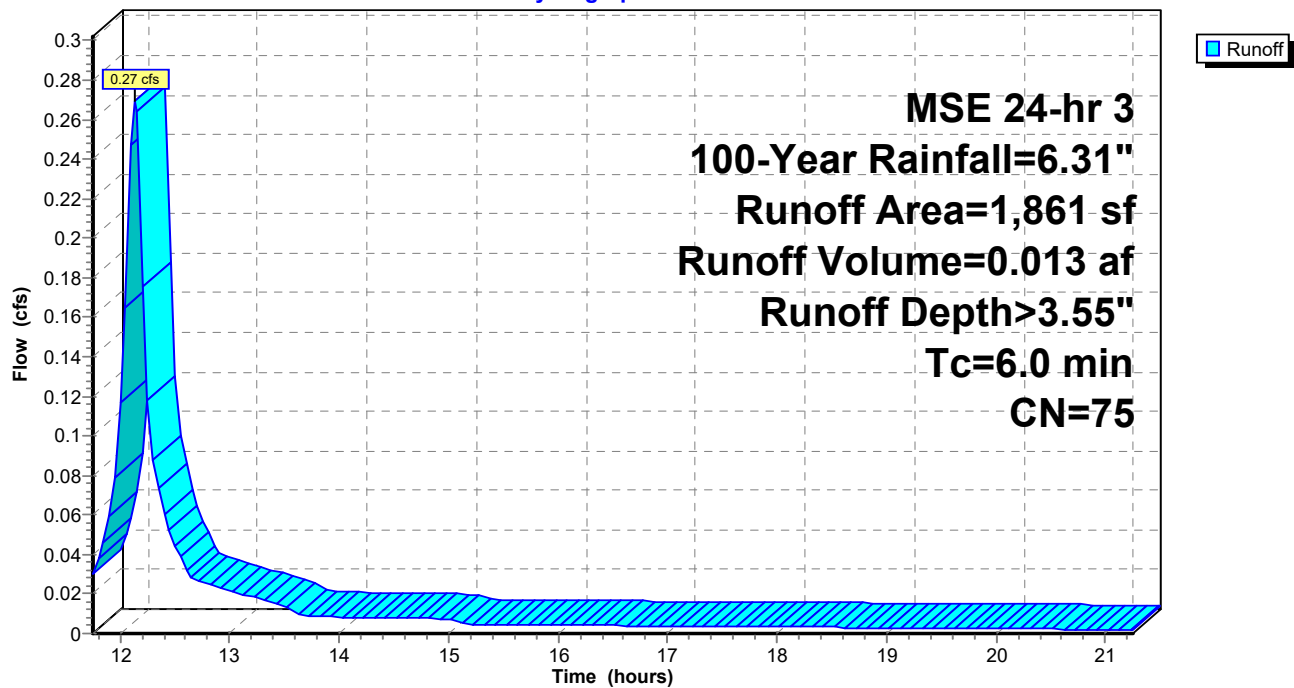
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=6.31"

	Area (sf)	CN	Description
*	760	77	Woods - Poor Cover, HSG C
*	1,101	74	Lawn, HSG C
	1,861	75	Weighted Average
	1,861		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 4S: Uncontrolled - South

Hydrograph



Post-Develop Townhomes

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MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 15

Summary for Pond 2P: Wet Pond

Inflow Area = 2.756 ac, 36.24% Impervious, Inflow Depth > 4.39" for 100-Year event
Inflow = 16.07 cfs @ 12.15 hrs, Volume= 1.008 af
Outflow = 13.00 cfs @ 12.26 hrs, Volume= 0.912 af, Atten= 19%, Lag= 6.5 min
Primary = 3.49 cfs @ 12.26 hrs, Volume= 0.748 af
Secondary = 9.50 cfs @ 12.26 hrs, Volume= 0.165 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs / 3
Peak Elev= 835.69' @ 12.26 hrs Surf.Area= 8,242 sf Storage= 15,583 cf

Plug-Flow detention time= 129.2 min calculated for 0.912 af (90% of inflow)
Center-of-Mass det. time= 88.8 min (878.5 - 789.7)

Volume	Invert	Avail.Storage	Storage Description
#1	833.50'	18,206 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
833.50	6,042	0	0
834.00	6,520	3,141	3,141
835.00	7,520	7,020	10,161
836.00	8,570	8,045	18,206

Device	Routing	Invert	Outlet Devices
#1	Primary	833.25'	12.0" Round Culvert L= 165.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 833.25' / 832.75' S= 0.0030 ' / Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 0.79 sf
#2	Device 1	833.50'	3.7" Vert. Orifice/Grate C= 0.600
#3	Device 1	834.75'	36.0" Vert. Stand Pipe C= 0.600
#4	Secondary	835.50'	50.0' long x 5.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Primary OutFlow Max=3.48 cfs @ 12.26 hrs HW=835.68' TW=0.00' (Dynamic Tailwater)

↑ **1=Culvert** (Barrel Controls 3.48 cfs @ 4.44 fps)
↑ **2=Orifice/Grate** (Passes < 0.51 cfs potential flow)
↑ **3=Stand Pipe** (Passes < 6.13 cfs potential flow)

Secondary OutFlow Max=8.98 cfs @ 12.26 hrs HW=835.68' TW=0.00' (Dynamic Tailwater)

↑ **4=Broad-Crested Rectangular Weir** (Weir Controls 8.98 cfs @ 0.99 fps)

Post-Develop Townhomes

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NA-01-17 Stormwater

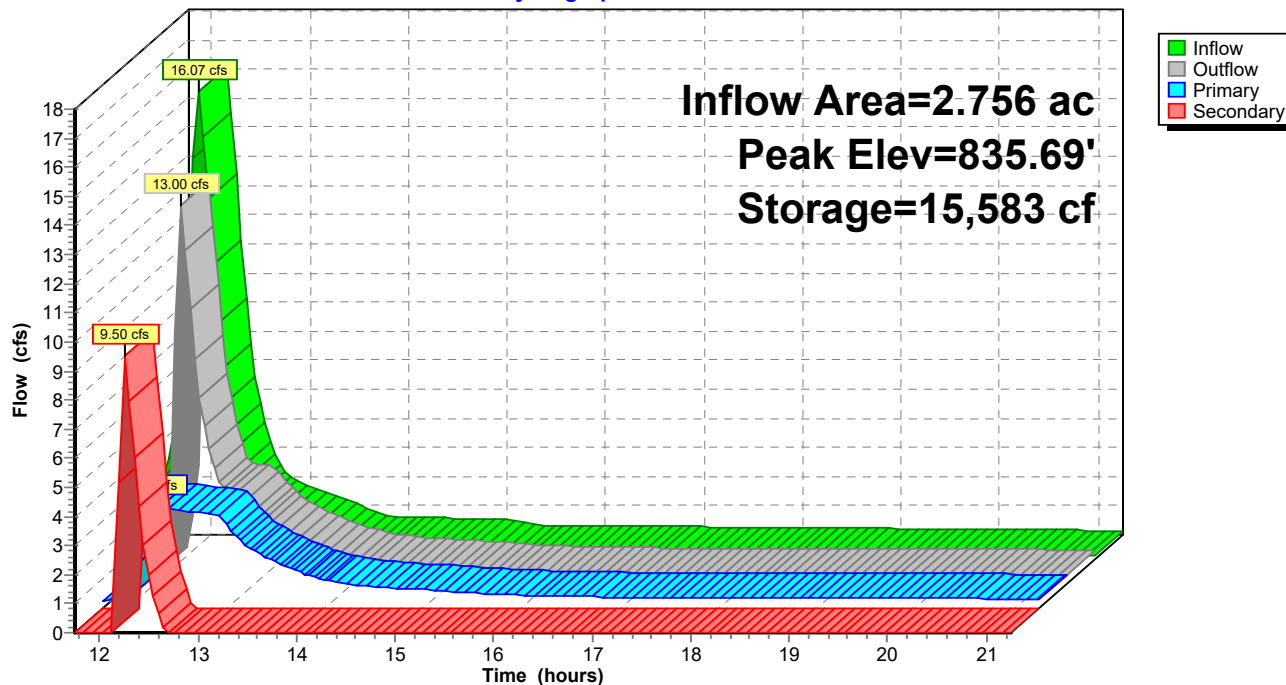
MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 16

Pond 2P: Wet Pond

Hydrograph



Post-Develop Townhomes

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NA-01-17 Stormwater

MSE 24-hr 3 100-Year Rainfall=6.31"

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Page 17

Summary for Link 1L: Post-Development Total

Inflow Area = 2.868 ac, 35.18% Impervious, Inflow Depth > 3.96" for 100-Year event

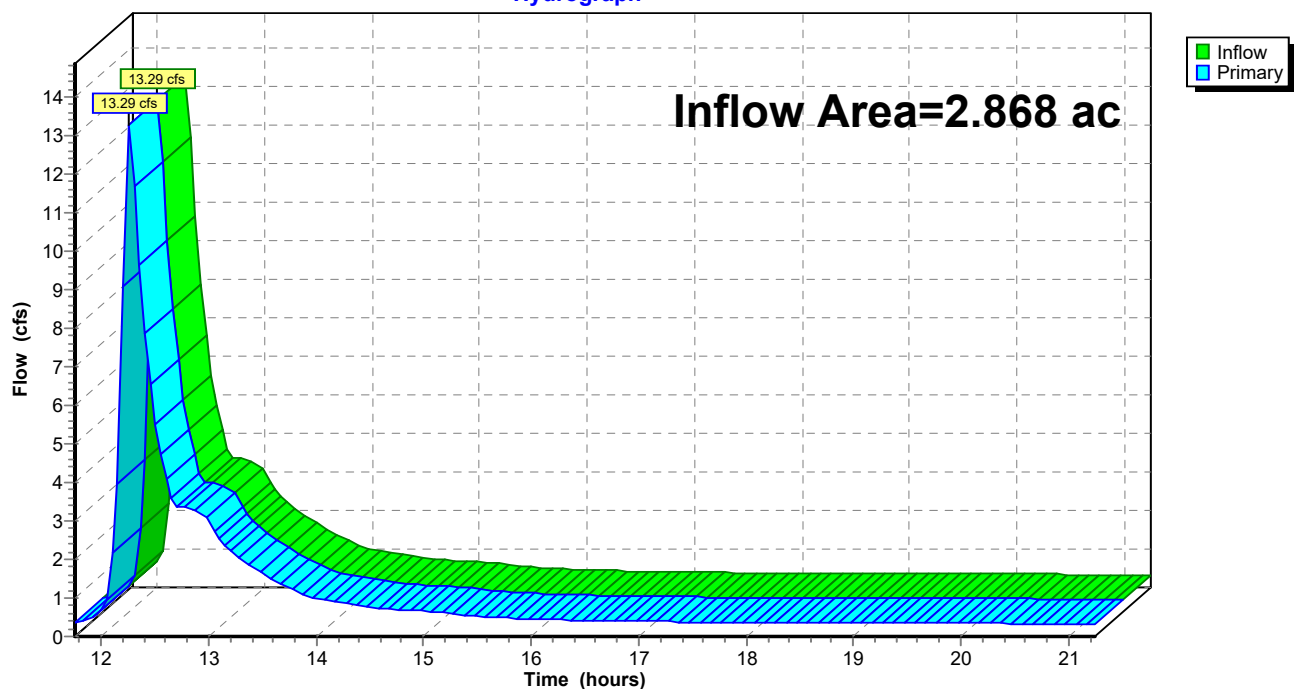
Inflow = 13.29 cfs @ 12.26 hrs, Volume= 0.947 af

Primary = 13.29 cfs @ 12.26 hrs, Volume= 0.947 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Link 1L: Post-Development Total

Hydrograph



Post-Develop Townhomes*MSE 24-hr 3 100-Year Rainfall=6.31"*

Prepared by Quam Engineering LLC

Printed 7/20/2023

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Hydrograph for Link 1L: Post-Development Total

Time (hours)	Inflow (cfs)	Primary (cfs)	Primary-Volume (acre-feet)
11.75	0.35	0.35	0.023
12.00	0.69	0.69	0.034
12.25	13.14	13.14	0.155
12.50	5.51	5.51	0.326
12.75	3.36	3.36	0.405
13.00	2.95	2.95	0.471
13.25	2.12	2.12	0.521
13.50	1.64	1.64	0.559
13.75	1.26	1.26	0.588
14.00	1.00	1.00	0.610
14.25	0.86	0.86	0.629
14.50	0.77	0.77	0.645
14.75	0.70	0.70	0.660
15.00	0.66	0.66	0.674
15.25	0.60	0.60	0.687
15.50	0.53	0.53	0.699
15.75	0.49	0.49	0.709
16.00	0.46	0.46	0.719
16.25	0.44	0.44	0.728
16.50	0.42	0.42	0.737
16.75	0.41	0.41	0.745
17.00	0.40	0.40	0.754
17.25	0.39	0.39	0.762
17.50	0.39	0.39	0.770
17.75	0.38	0.38	0.778
18.00	0.38	0.38	0.786
18.25	0.38	0.38	0.793
18.50	0.37	0.37	0.801
18.75	0.37	0.37	0.809
19.00	0.37	0.37	0.816
19.25	0.36	0.36	0.824
19.50	0.36	0.36	0.831
19.75	0.35	0.35	0.839
20.00	0.35	0.35	0.846
20.25	0.35	0.35	0.853
20.50	0.34	0.34	0.860
20.75	0.34	0.34	0.867
21.00	0.33	0.33	0.874
21.25	0.33	0.33	0.881

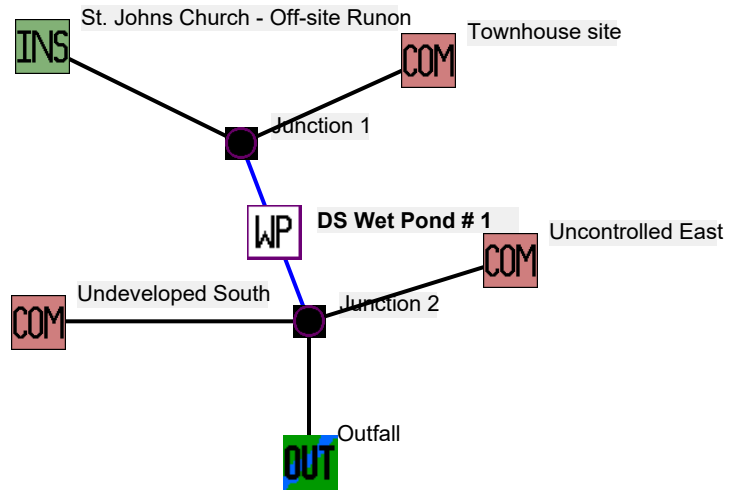
Appendix E

TSS Reduction Calculations



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Data file name: W:\Projects\NA-01-17\SWMP\NA-01 WinSLAMM.mdb
WinSLAMM Version 10.4.1
Rain file name: C:\WinSLAMM Files\Rain Files\WI Milwaukee 69.RAN
Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance: False
Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppdx
Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv
Cost Data file name:
Seed for random number generator: -42
Study period starting date: 01/05/69 Study period ending date: 12/31/69
Start of Winter Season: 12/06 End of Winter Season: 03/28
Date: 07-20-2023 Time: 15:41:34
Site information:

LU# 1 - Institutional: St. Johns Church - Off-site Runon Total area (ac): 1.697
1 - Roofs 1: 0.119 ac. Pitched Disconnected Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz
13 - Paved Parking 1: 0.284 ac. Disconnected Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz
45 - Large Landscaped Areas 1: 1.006 ac. Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz
57 - Undeveloped Areas 1: 0.288 ac. Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz

LU# 2 - Commercial: Townhouse site Total area (ac): 1.060
1 - Roofs 1: 0.067 ac. Pitched Connected PSD File: C:\WinSLAMM Files\NURP.cpz
13 - Paved Parking 1: 0.529 ac. Connected PSD File: C:\WinSLAMM Files\NURP.cpz
51 - Small Landscaped Areas 1: 0.199 ac. Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz
57 - Undeveloped Areas 1: 0.126 ac. Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz
70 - Water Body Areas: 0.139 ac. PSD File:

LU# 3 - Commercial: Undeveloped South Total area (ac): 0.042
51 - Small Landscaped Areas 1: 0.025 ac. Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz
57 - Undeveloped Areas 1: 0.017 ac. Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz

LU# 4 - Commercial: Uncontrolled East Total area (ac): 0.070
31 - Sidewalks 1: 0.010 ac. Connected PSD File: C:\WinSLAMM Files\NURP.cpz
51 - Small Landscaped Areas 1: 0.060 ac. Normal Silty PSD File: C:\WinSLAMM Files\NURP.cpz

Control Practice 1: Wet Detention Pond CP# 1 (DS) - DS Wet Pond # 1

Particle Size Distribution file name: Not needed - calculated by program

Initial stage elevation (ft): 0

Peak to Average Flow Ratio: 3.8

Maximum flow allowed into pond (cfs): No maximum value entered

Outlet Characteristics:

Outlet type: Orifice 1

1. Orifice diameter (ft): 0.31

2. Number of orifices: 1

3. Invert elevation above datum (ft): 4.5

Outlet type: Broad Crested Weir

1. Weir crest length (ft): 50

2. Weir crest width (ft): 5

3. Height from datum to bottom of weir opening: 6.5

Outlet type: Vertical Stand Pipe

1. Stand pipe diameter (ft): 3

2. Stand pipe height above datum (ft): 5.75

Pond stage and surface area

Entry Number	Stage (ft)	Pond Area (acres)	Natural Seepage (in/hr)	Other Outflow (cfs)
0	0.00	0.0000	0.00	0.00
1	0.01	0.0335	0.00	0.00
2	1.00	0.0464	0.00	0.00
3	2.00	0.0609	0.00	0.00
4	3.00	0.0771	0.00	0.00
5	3.50	0.0859	0.00	0.00
6	4.00	0.1108	0.00	0.00
7	4.50	0.1387	0.00	0.00
8	5.00	0.1497	0.00	0.00
9	6.00	0.1726	0.00	0.00
10	7.00	0.1967	0.00	0.00

Data file name: W:\Projects\NA-01-17\SWMP\NA-01 WinSLAMM.mdb
WinSLAMM Version 10.4.1
Rain file name: C:\WinSLAMM Files\Rain Files\WI Milwaukee 69.RAN
Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppd
Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance: False
Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv
Cost Data file name:
Seed for random number generator: -42
Study period starting date: 01/05/69 Study period ending date: 12/31/69
Start of Winter Season: 12/06 End of Winter Season: 03/28
Model Run Start Date: 01/05/69 Model Run End Date: 12/31/69
Date of run: 07-20-2023 Time of run: 15:40:56
Total Area Modeled (acres): 2.869
Years in Model Run: 0.99

	Runoff Volume (cu ft)	Percent Runoff Volume Reduction	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of all Land Uses without Controls:	73682	-	99.63	458.3	-
Outfall Total with Controls:	60039	18.52%	18.19	68.18	85.12%
Annualized Total After Outfall Controls:	60873			69.12	

Appendix F

Storm Sewer Calculations



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WORK SHEET FOR STORM SEWER DESIGN

PROJECT: Germantown Townhomes
DATE: 7/20/2023

Computed by: Kevin Parish
 Checked by: Kevin Parish

LOCATION		BASIN		RAINFALL - RUNOFF						SEWER			
Upstream Structure	Downstream Structure	Runoff Coeff.	Area	Design Storm	Rain Intensity	Direct Runoff	Other Runoff	Design Runoff		Sewer Size	Slope of Sewer	Capacity Flowing Full	
		(C)	(A) Acres	Yr.	(I) In./Hr.	Q=C*I*A CFS	CFS	CFS	GPM	In.	Ft./Ft.	CFS	GPM
Inlet #3.2	CB #3	0.72	0.05	10	7.27	0.26	0.00	0.26	119	8	0.0300	2.3	1020
Inlet #3.1	CB #3	0.72	0.20	10	7.27	1.04	0.00	1.04	469	10	0.0100	2.4	1068
CB #3	Outfall	0.72	0.13	10	7.27	0.70	1.31	2.01	900	10	0.0500	5.3	2388
* C ₁₀ = 0.72 = Commercial Soil C, Slope 2-6% from the FDM Procedure 13-10-5 Figure 2.									Manning's Roughness Coefficient				
* C ₁₀₀ = 0.89 = Commercial Soil C, Slope 2-6% from the FDM Procedure 13-10-5 Figure 2.									n= 0.012				
A = Drainage area to structure.									10 Year Storm		100 Year Storm		
I = rainfall intensity for West Bend, Wisconsin from NOAA Atlas 14, Vol. 8, Ver. 2									7.27		10.8		

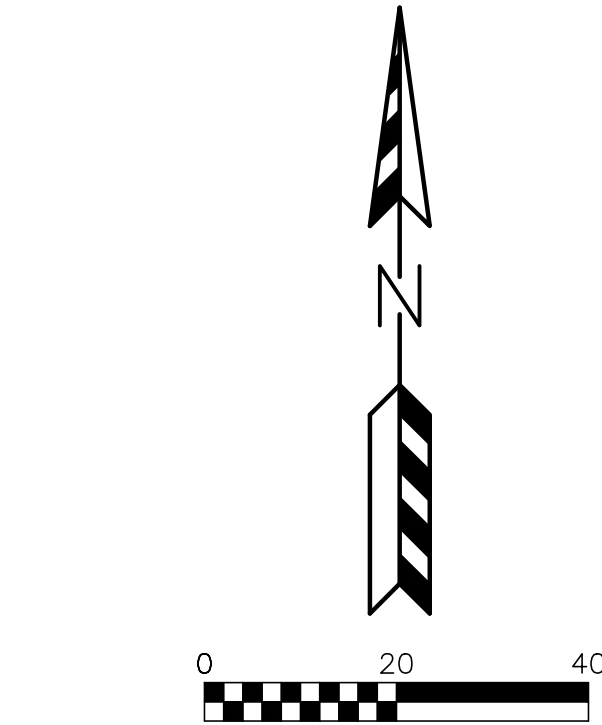
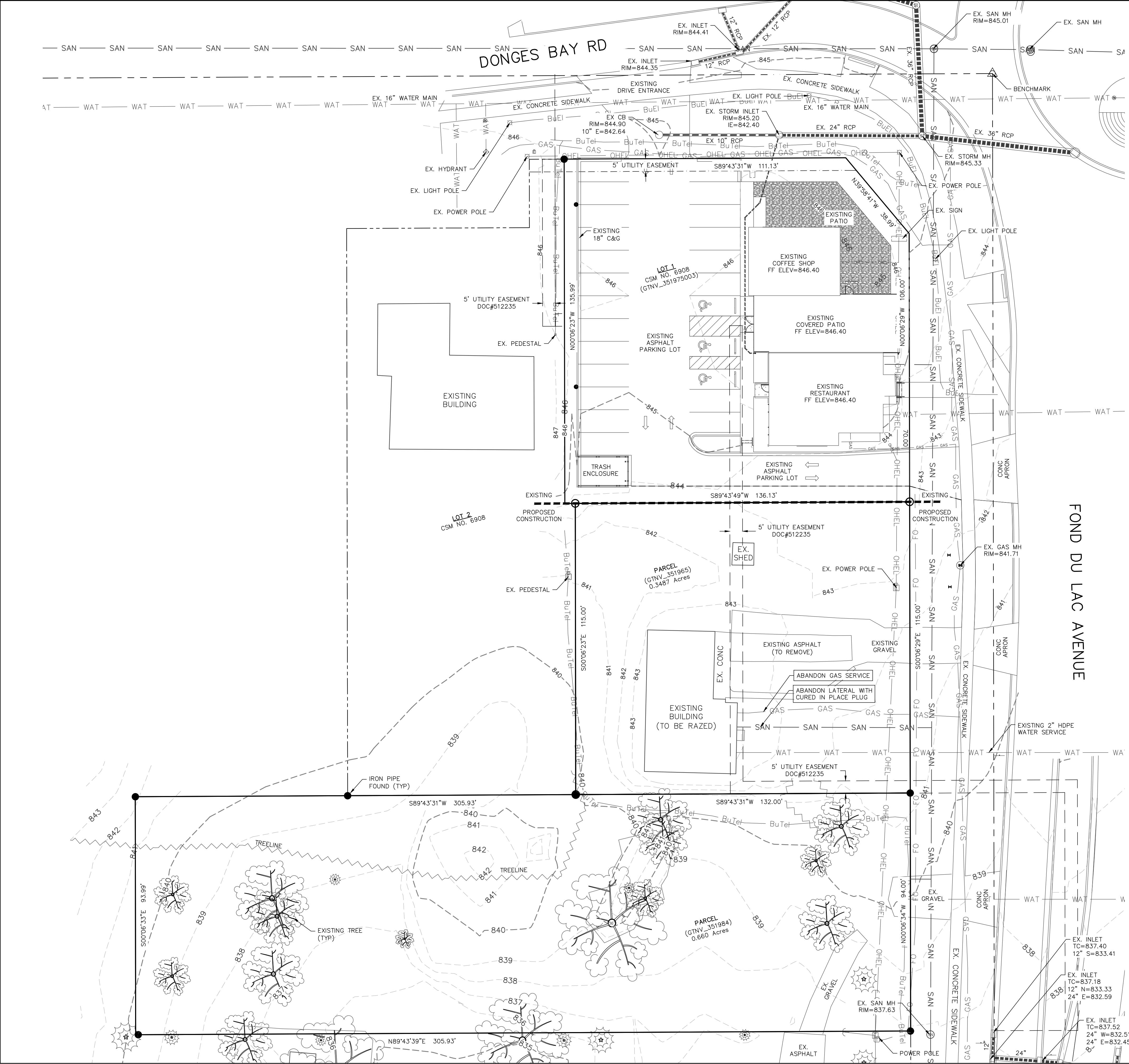
Appendix G

Design Plans



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△ BENCHMARK: SECTION CORNER, ELEV=845.04, NAVD88

- LEGEND:**
- 896 --- EXISTING MINOR CONTOUR.
 - 895 --- EXISTING MAJOR CONTOUR.
 - OHEL — OVERHEAD ELECTRIC LINE.
 - BuEl — BURIED ELECTRIC LINE.
 - BuTel — BURIED TELEPHONE LINE.
 - FO — FIBER OPTIC LINE.
 - GAS — GAS LINE.
 - SAN — SANITARY SEWER MAIN OR LATERAL.
 - WAT — WATER MAIN OR SERVICE.
 - ===== STORM SEWER LINE.
 - ELECTRIC METER.
 - GAS METER.
 - GAS VALVE.
 - FIRE HYDRANT.
 - POWER POLE.
 - SANITARY SEWER MANHOLE.
 - STORM SEWER MANHOLE.
 - STORM SEWER INLET.
 - TELEPHONE PEDESTAL.
 - TRANSFORMER.
 - WATER VALVE.

REVISIONS:		
NO.	DATE	DESCRIPTION
1	6.24.22	Shorten driveways to 5 feet.

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262.346.7800 www.parishse.com

PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**EXISTING
CONDITIONS
SURVEY**

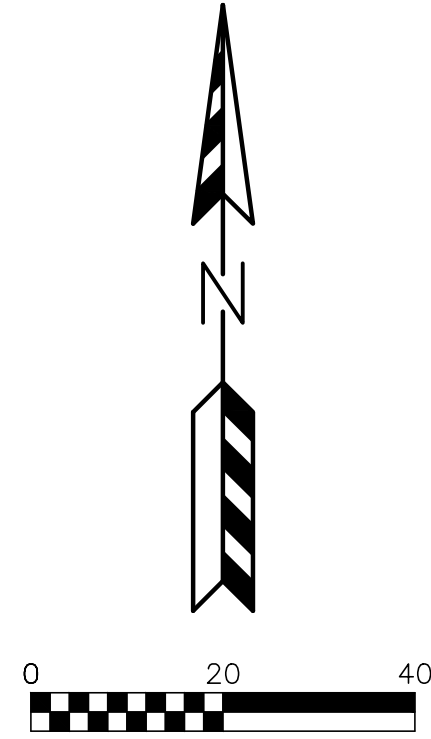
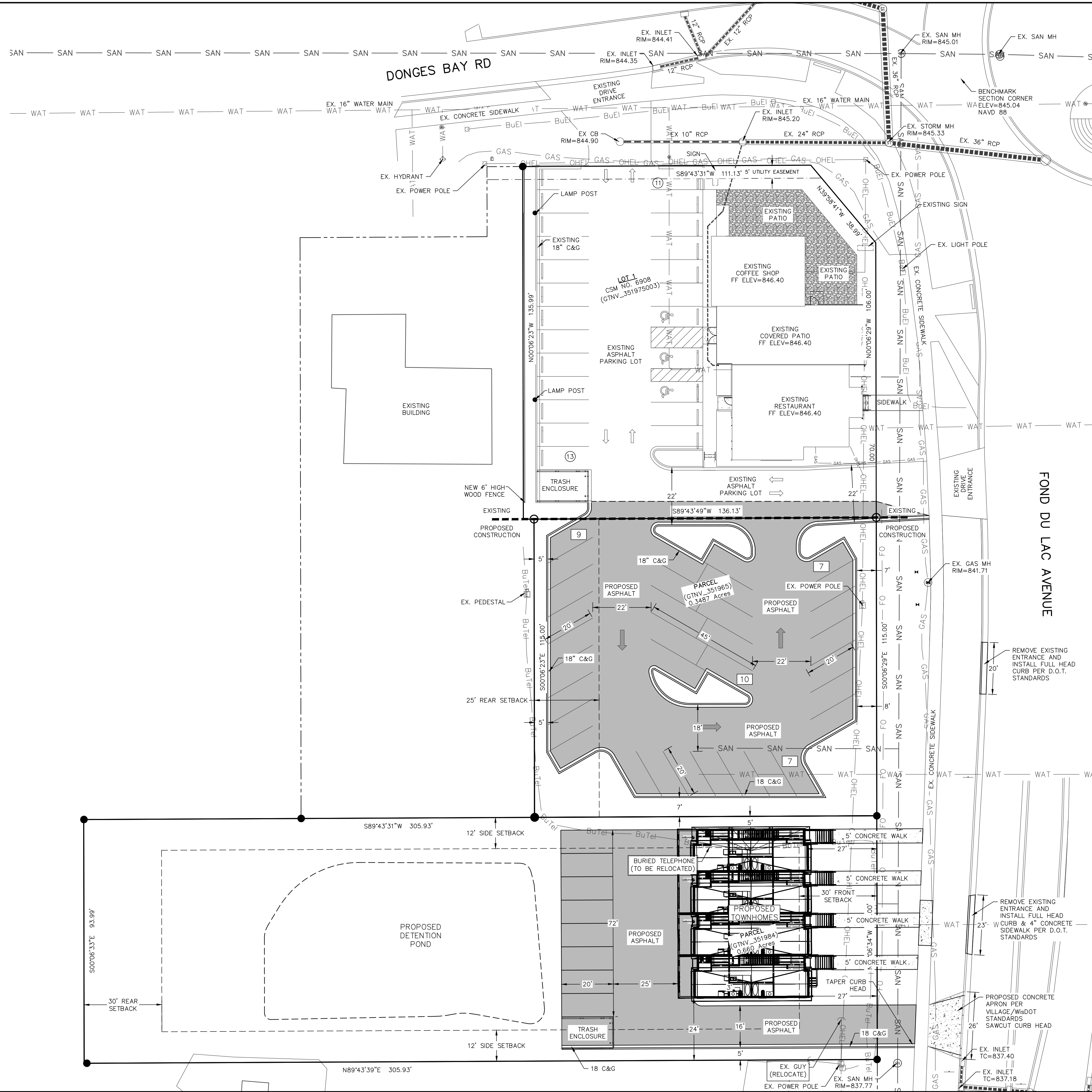
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-21-2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:
C1.01



PAVING LEGEND

- ASPHALT PAVEMENT
 - 8" CRUSHED AGGREGATE BASE COURSE
 - 2 1/4" ASPHALTIC BINDER 3 LT 58-28 S
 - 1 3/4" ASPHALTIC SURFACE 4 LT 58-28 S
- CONCRETE SIDEWALK
 - 4" CRUSHED AGGREGATE BASE COURSE
 - 5" CONCRETE

SITE INFORMATION BLOCK

Parcel ID Numbers:	North Lot	351984
	South Lot	351965
Legal Description:	Metes & Bounds	
Total Site Acreage	1.009 Acres	
Current Zoning:	North Lot	B-3
	South Lot	RS-6
Building Setback Requirements	North Lot	South Lot
Front	None	30 feet
Side	None	12 feet
Rear	25 feet	30 feet
Parking Stalls Provided:	33	7
Existing Site Areas (Combined Lots)		
Description	Area (sf)	% Impervious
Building	1,937	4.41
Asphalt/Concrete	2,414	5.49
Impervious	4,351	9.90
Lawn	39,589	90.10
Total	43,940	100.00
Proposed Site Areas (Combined Lots)		
Description	Area (sf)	% Impervious
Building	2,915	6.63
Asphalt/Concrete	17,307	39.39
Impervious	20,222	46.02
Lawn	23,718	53.98
Total	43,940	100.00

SITE PLAN NOTES:

- DIMENSIONS ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
- WHERE CURB ENDS AT CONNECTIONS SMOOTHLY TRANSITION FROM FULL CURB HEIGHT TO ZERO CURB HEIGHT WITHIN A 3' LENGTH.
- ALL STRIPING AND SIGNAGE SHALL COMPLY WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

REVISIONS:	
NO.	DESCRIPTION
1	6.24.22 Shorten driveways to 5 feet.

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PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**PROPOSED
SITE PLAN**

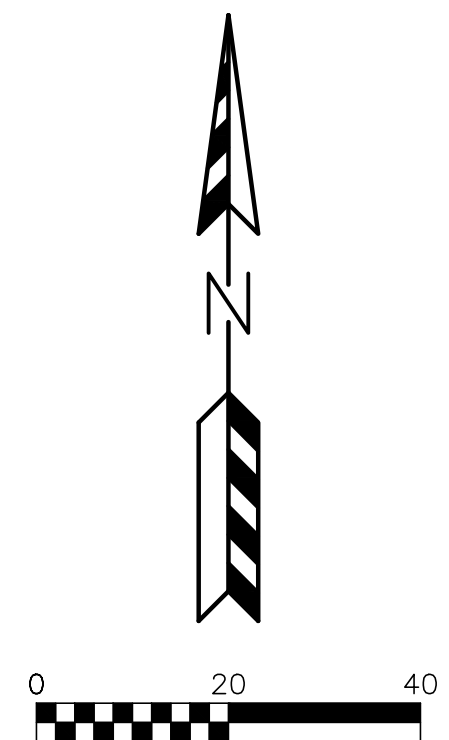
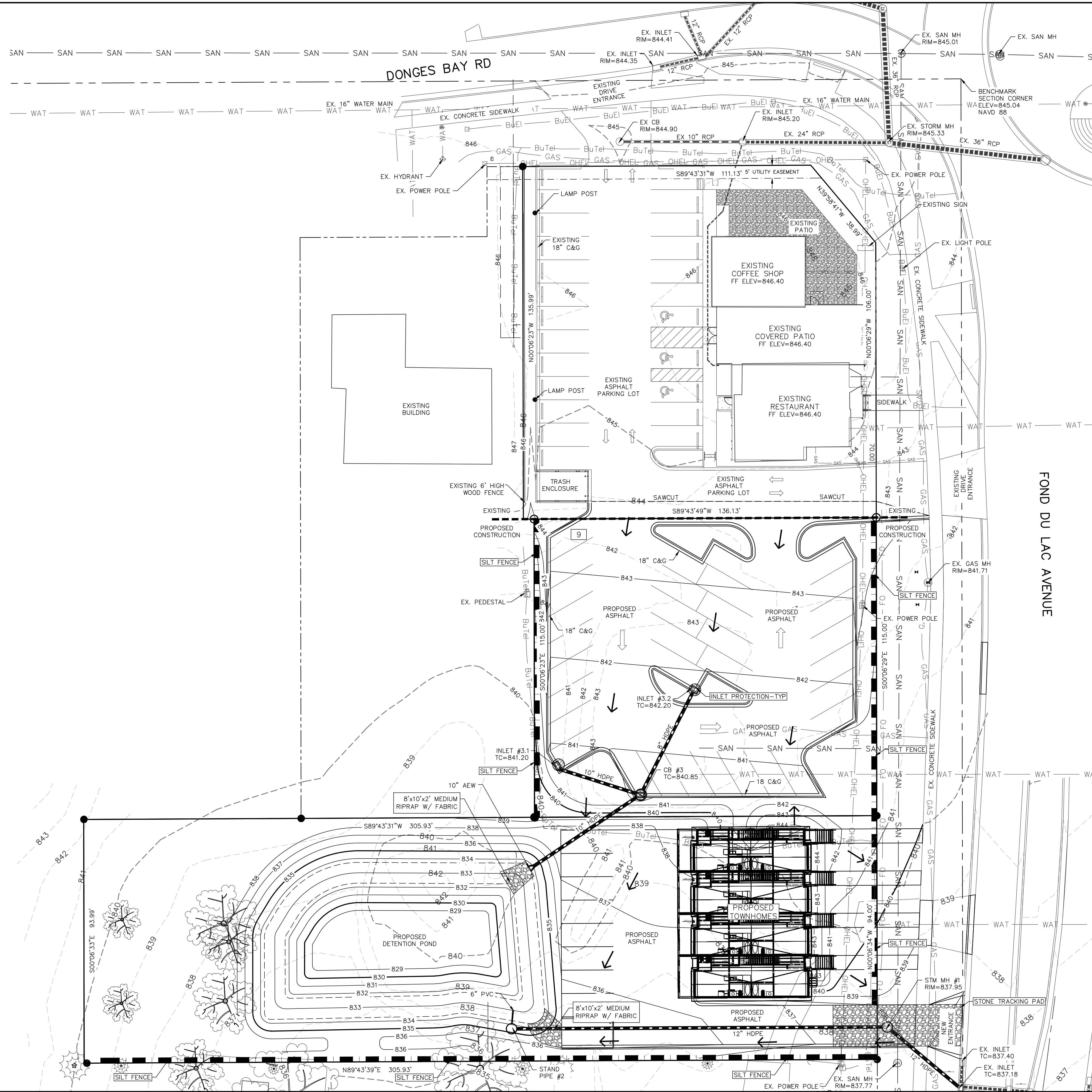
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:
C1.02



- LEGEND:**
- - - 936 - - - EXISTING MINOR CONTOUR.
 - - - 935 - - - EXISTING MAJOR CONTOUR.
 - - - 936 - - - PROPOSED MINOR CONTOUR.
 - - - 935 - - - PROPOSED MAJOR CONTOUR.
 - - - - - PROPOSED STORM SEWER.
 - - - - - EXISTING STORM SEWER.
 - ⊙ - - - INSTALL WISDOT TYPE D INLET PROTECTION.
 - - - - - INSTALL SILT FENCE.
 - - - - - INSTALL DITCH CHECK.
 - - - - DRAINAGE ARROW.

REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

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PROJECT TITLE:
GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

PLAN TITLE:
EROSION
CONTROL
PLAN

DRAWN BY:
KJP

DESIGNED BY:
KJP

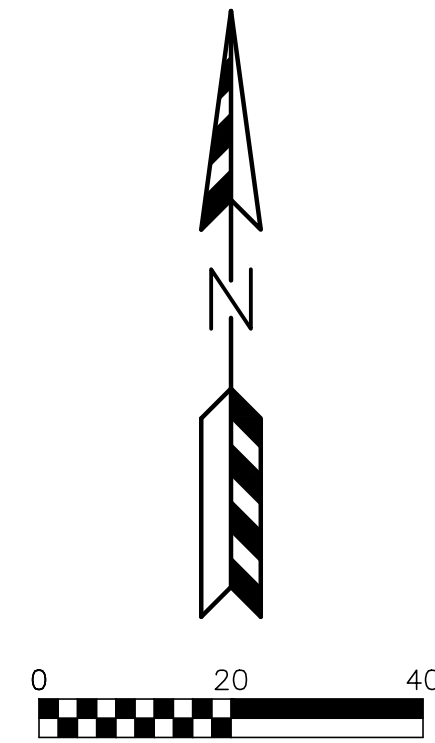
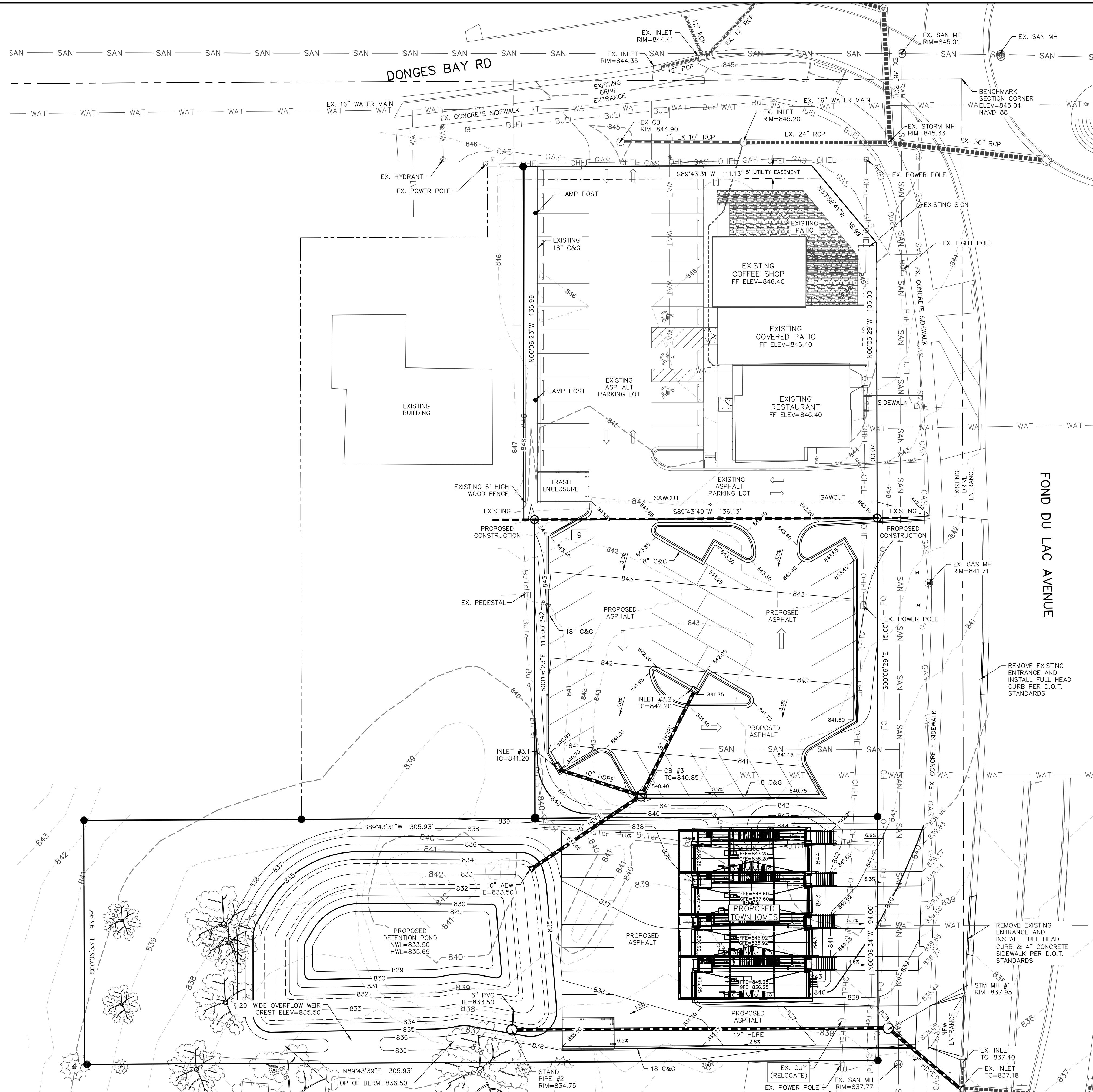
CHECKED BY:
KJP

PLAN DATE:
7-20-2023

PROJECT NO:
\\NA-01-17\\

**VILLAGE
SUBMITTAL**

SHEET NO:
C1.03



- LEGEND:**
- 936 --- EXISTING MINOR CONTOUR.
 - 935 --- EXISTING MAJOR CONTOUR.
 - - - 936 - - - PROPOSED MINOR CONTOUR.
 - - - 935 - - - PROPOSED MAJOR CONTOUR.
 - EX 934.23 - EXISTING SPOT ELEVATION.
 - 934.23 - PROPOSED CURB FLANGE ELEVATION.
 - TC 934.23 - PROPOSED TOP OF CURB ELEVATION.
 - SW 934.23 - PROPOSED SIDEWALK ELEVATION.
 - EP 934.23 - PROPOSED EDGE OF PAVEMENT ELEVATION.
 - EXP 934.23 - PROPOSED BUILDING EXPOSURE ELEVATION.
 - FFE 934.23 - PROPOSED BUILDING FIRST FLOOR ELEVATION.
 - PROPOSED STORM SEWER.
 - EXISTING STORM SEWER.

REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

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PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**GRADING
PLAN**

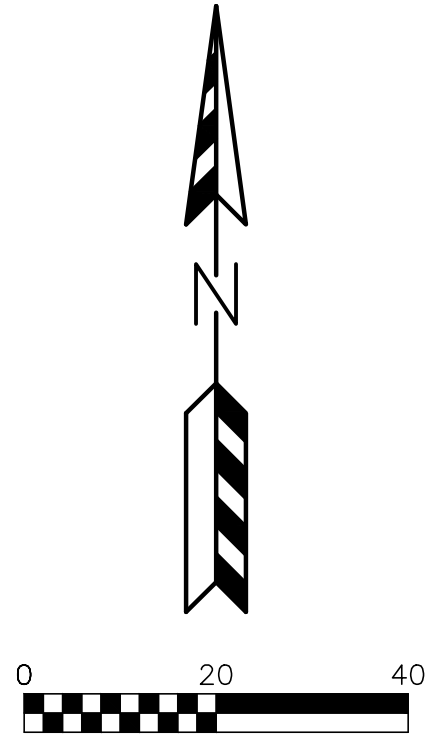
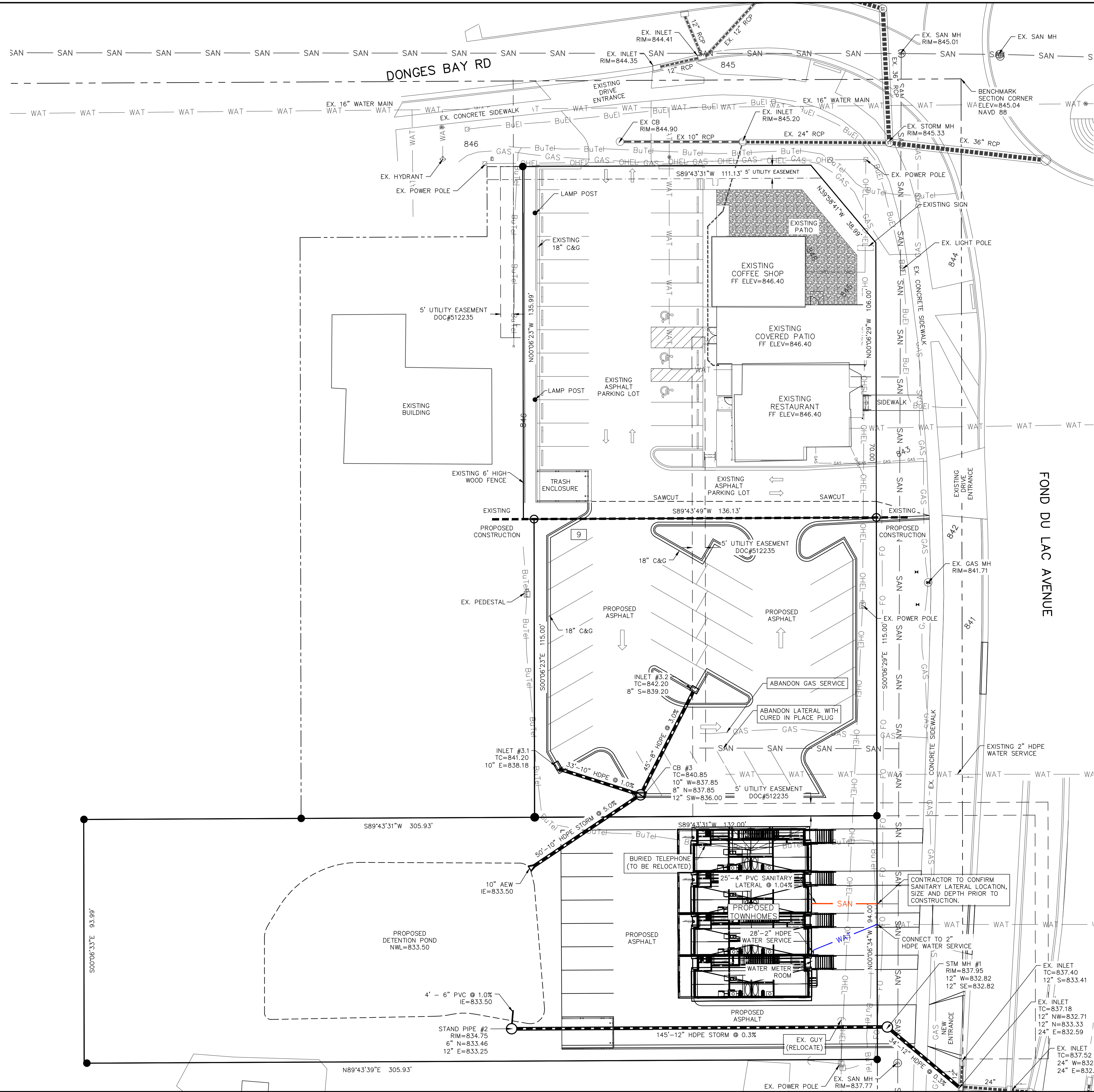
DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:
C1.04



STORM SEWER CASTINGS:		
STRUCTURE	STRUCTURE DIAMETER	NEENAH CASTING OR EQUIVALENT
INLET #3.2	2' x 3'	R-3067
INLET #3.1	2' x 3'	R-3067
CB #3	4' DIA.	R-3067
STAND PIPE #2	3' DIA.	R-2561
STM MH #1	4' DIA.	R-1661

- LEGEND:**
- OHEL — OVERHEAD ELECTRIC LINE.
 - BuEl — BURIED ELECTRIC LINE.
 - BuTel — BURIED TELEPHONE LINE.
 - FO — FIBER OPTIC LINE.
 - GAS — GAS LINE.
 - SAN — SANITARY SEWER MAIN OR LATERAL.
 - WAT — WATER MAIN OR SERVICE.
 - STORM SEWER LINE.
 - ⊗ — GAS VALVE.
 - ⊙ — FIRE HYDRANT.
 - ⊞ — POWER POLE.
 - ⊞ — SANITARY SEWER MANHOLE.
 - ⊞ — STORM SEWER MANHOLE.
 - — STORM SEWER INLET.
 - ⊞ — TELEPHONE PEDESTAL.
 - ⊞ — TRANSFORMER.
 - ⊞ — WATER VALVE.
 - SAN — PROPOSED SANITARY SEWER
 - WAT — PROPOSED WATER MAIN
 - PROPOSED STORM SEWER.

UTILITY NOTE:
ABANDON EXISTING WATER SERVICE FROM RESTAURANT TO THE EXISTING RESIDENTIAL HOME TO THE SOUTH.

REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

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GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022

UTILITY PLAN

DRAWN BY:
KJP
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17

VILLAGE SUBMITTAL

SHEET NO:
C1.05



NOTE:
ANTI-SEEP COLLARS SHALL HAVE A MINIMUM OF 12" PROJECTION FROM THE PIPE OUTSIDE DIAMETER AND SHALL BE SPACED AT AN INTERVAL NOT TO EXCEED 12 TIMES THE PROJECTION. COLLARS SHALL NOT BE PLACED CLOSER THAN WITHIN 2" OF A PIPE JOINT.

[illegible]

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PROJECT TITLE:

**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:

STORMWATER MANAGEMENT DETAILS

DRAWN BY:

KJP

DESIGNED BY:

KJP

CHECKED BY:

KJP

PLAN DATE:

7-20-2023

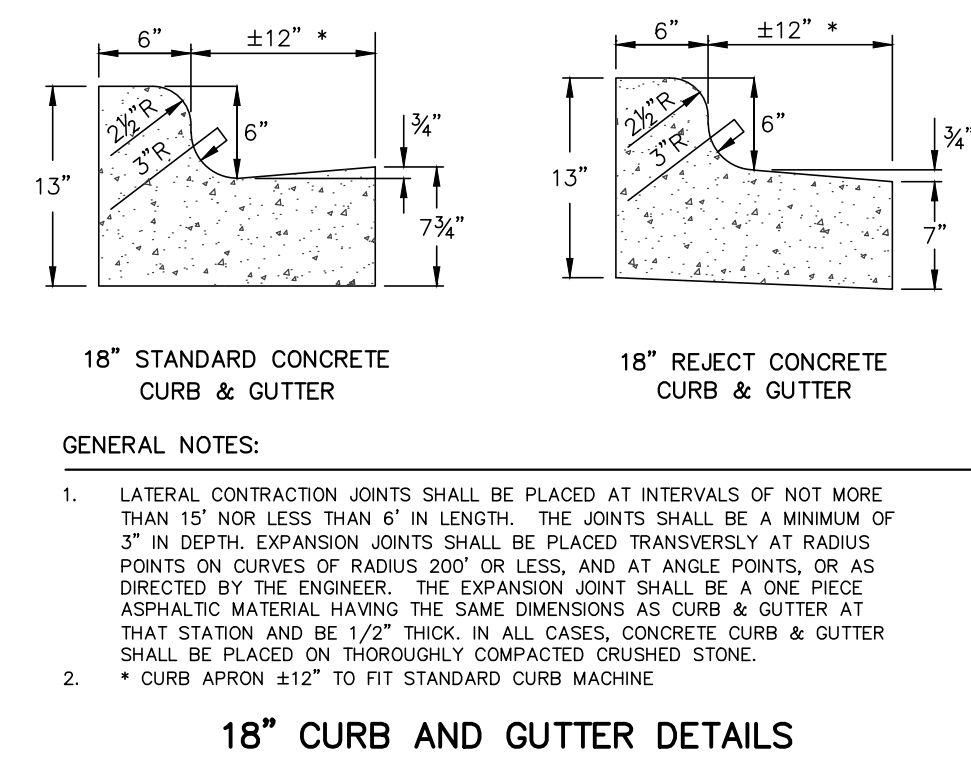
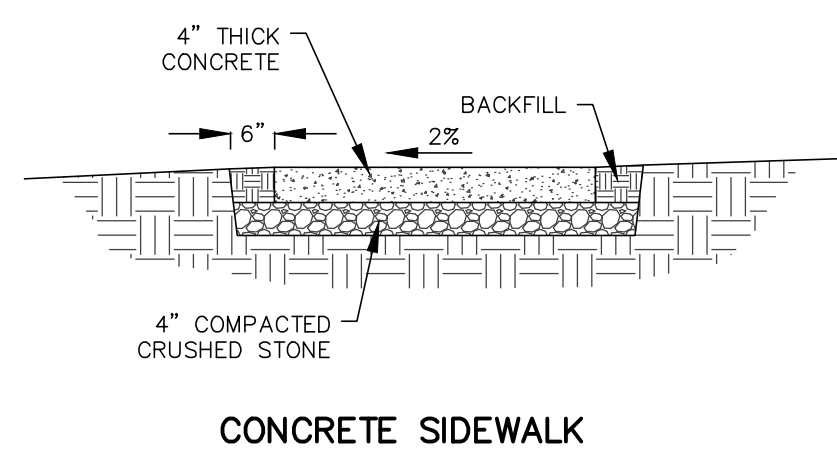
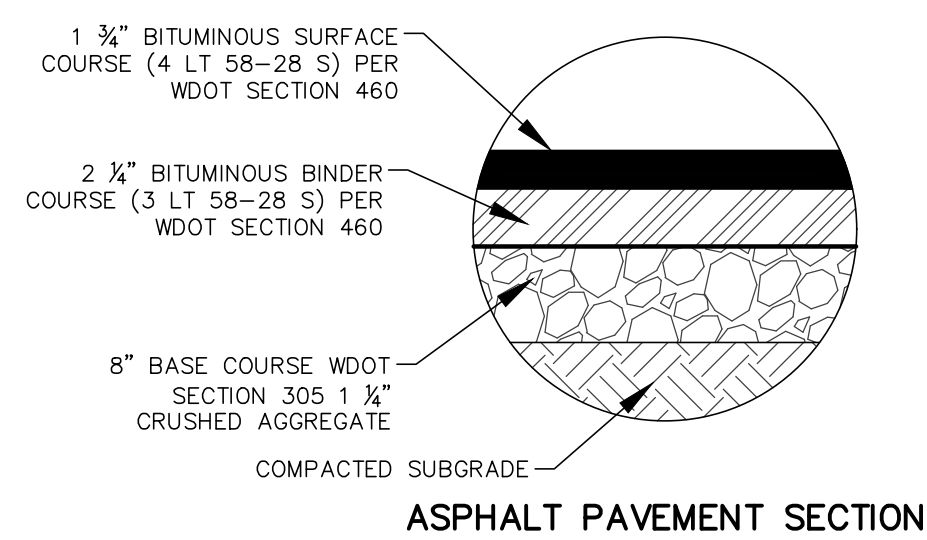
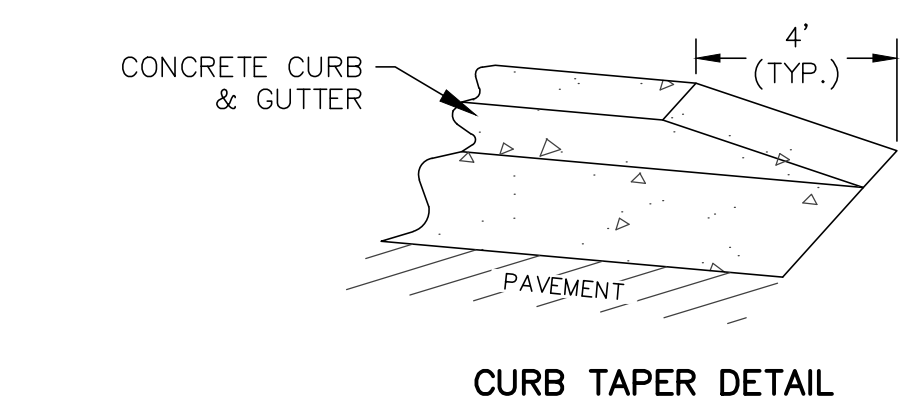
PROJECT NO:

\NA-01-17\

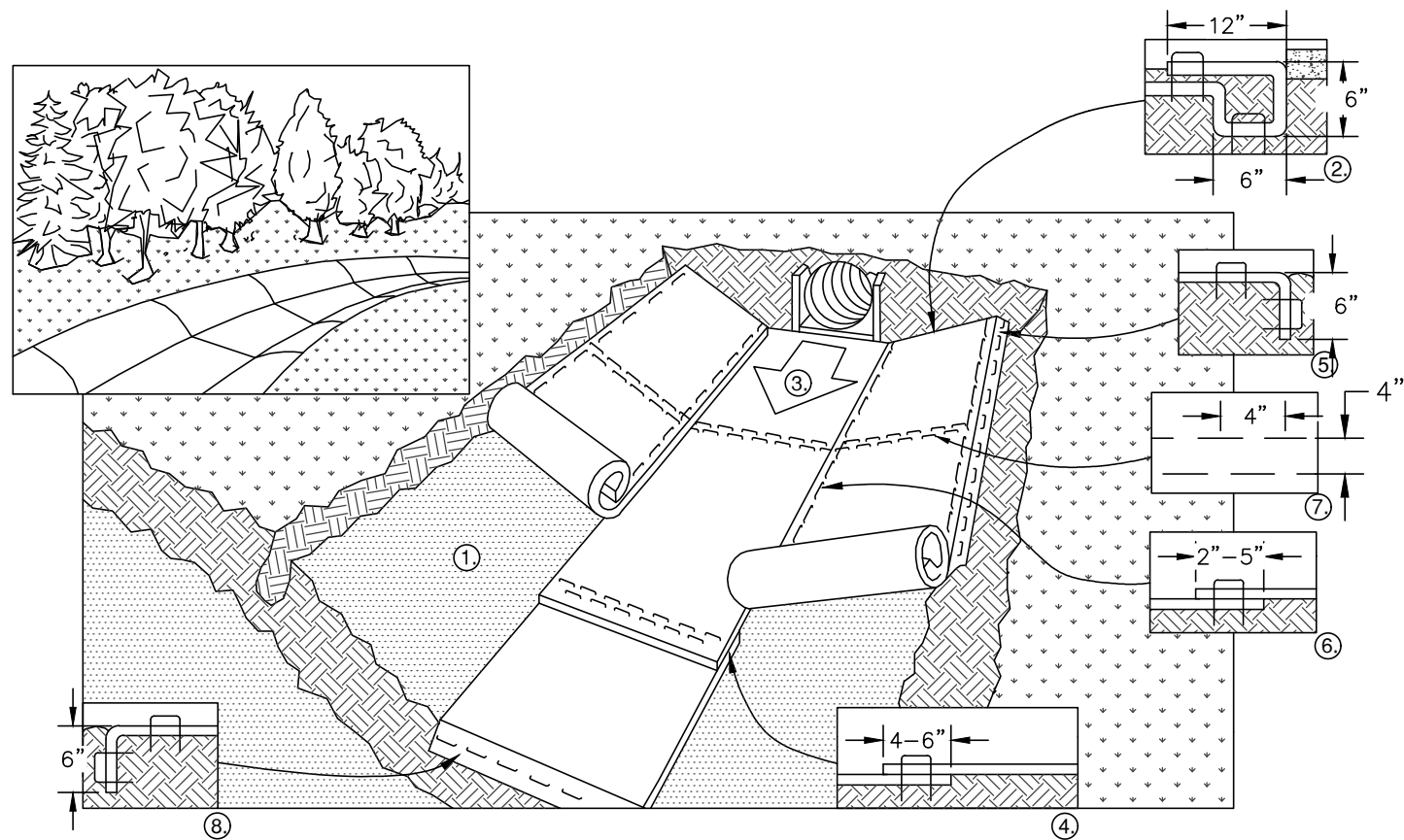
VILLAGE SUBMITTAL

SHEET NO:

C1.06

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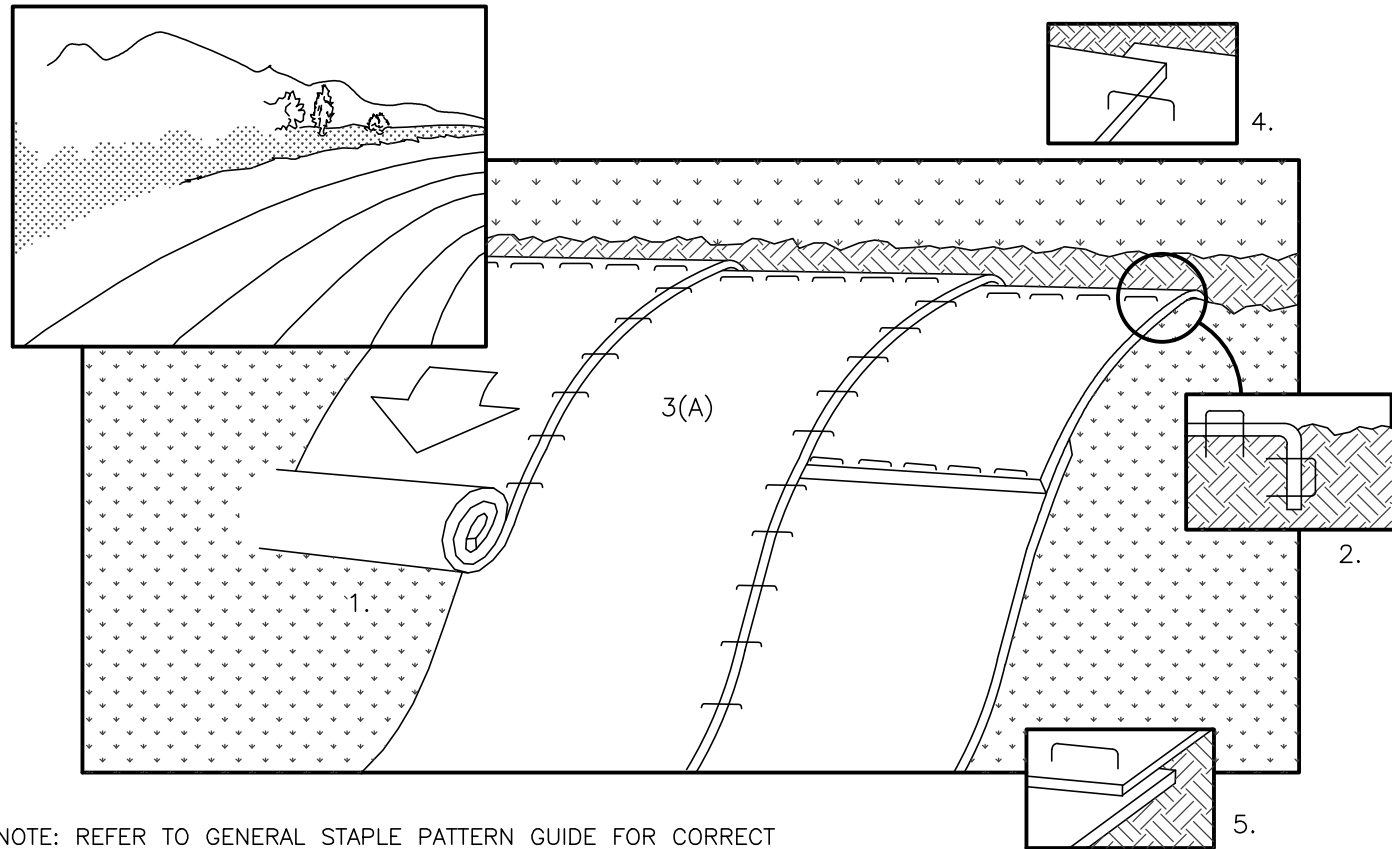
MAXIMUM PERIOD OF BARE SOIL FOR SLOPES > 20%		
SLOPE AREA DRAINS TO SEDIMENT BASIN OR SEDIMENT TRAP?	MAXIMUM PERIOD OF BARE SOIL EXPOSURE (CALENDAR DAYS)	
	LAND DISTURBANCE BETWEEN SEPTEMBER 16TH AND MAY 1ST	LAND DISTURBANCE BETWEEN MAY 2ND AND SEPTEMBER 15TH
YES	90	90
NO	60	30



1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED.
2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET
3. ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.
4. PLACE CONSECUTIVE BLANKETS END OVER END (SHINGLE STYLE) WITH A 4-6" OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER TO SECURE BLANKETS.
5. FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPE MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
6. ADJACENT BLANKETS MUST BE OVERLAPPED APPROXIMATELY 4" AND STAPLED.
7. A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
8. THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.

NOTE: ALL STAPLES MUST BE 6" OR GREATER IN LENGTH

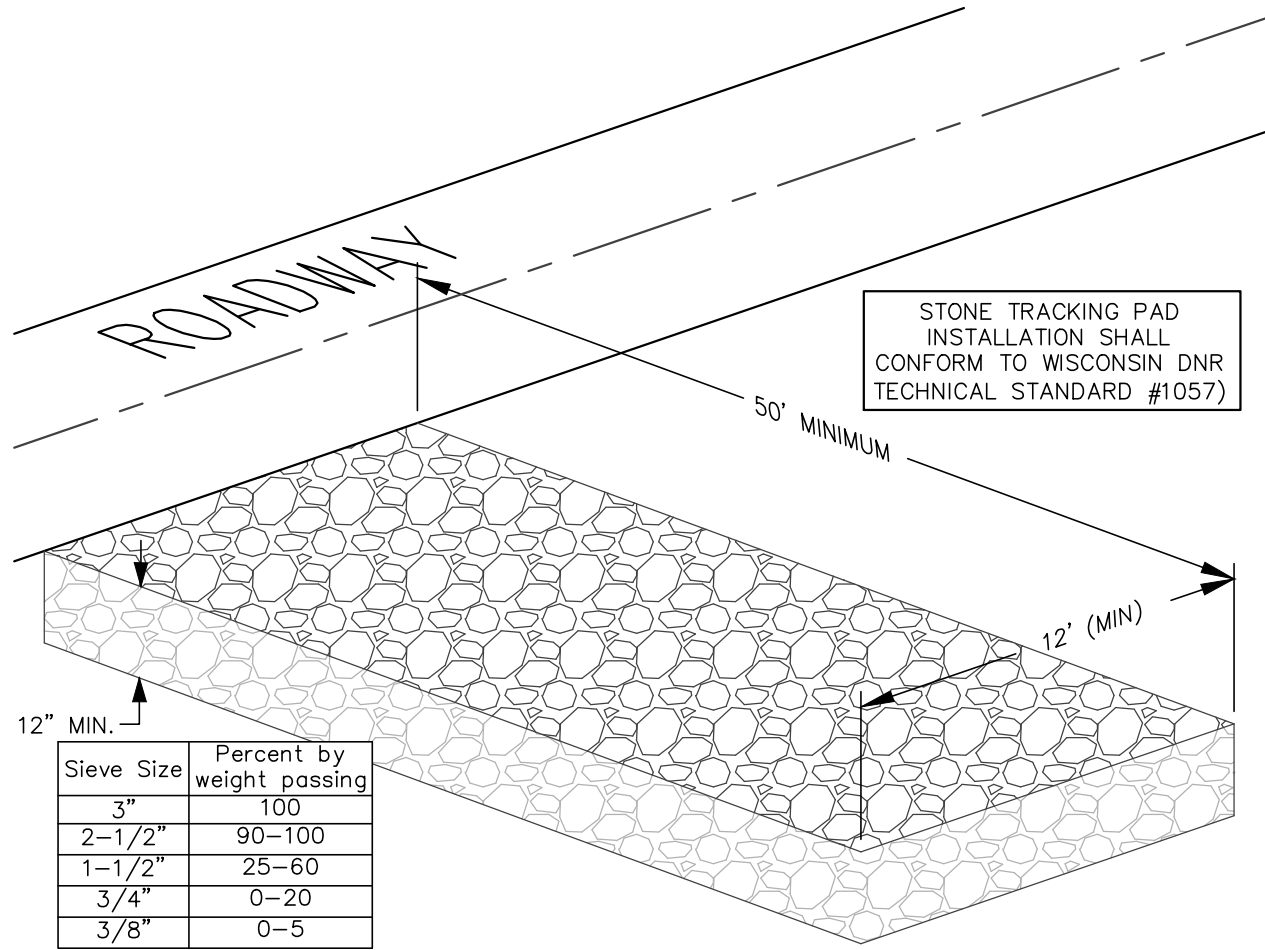
EROSION CONTROL MAT – CHANNEL INSTALLATION



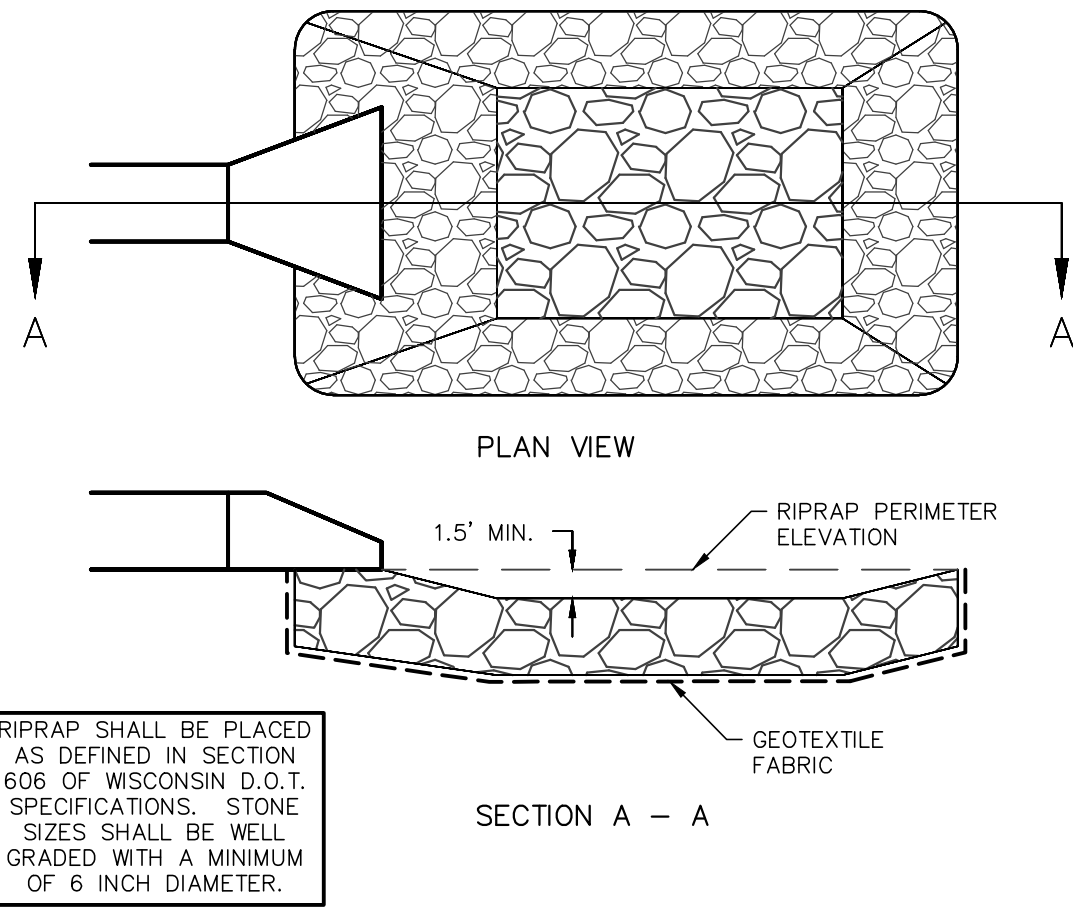
NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED.
NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
5. WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY
6. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SLOPE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.

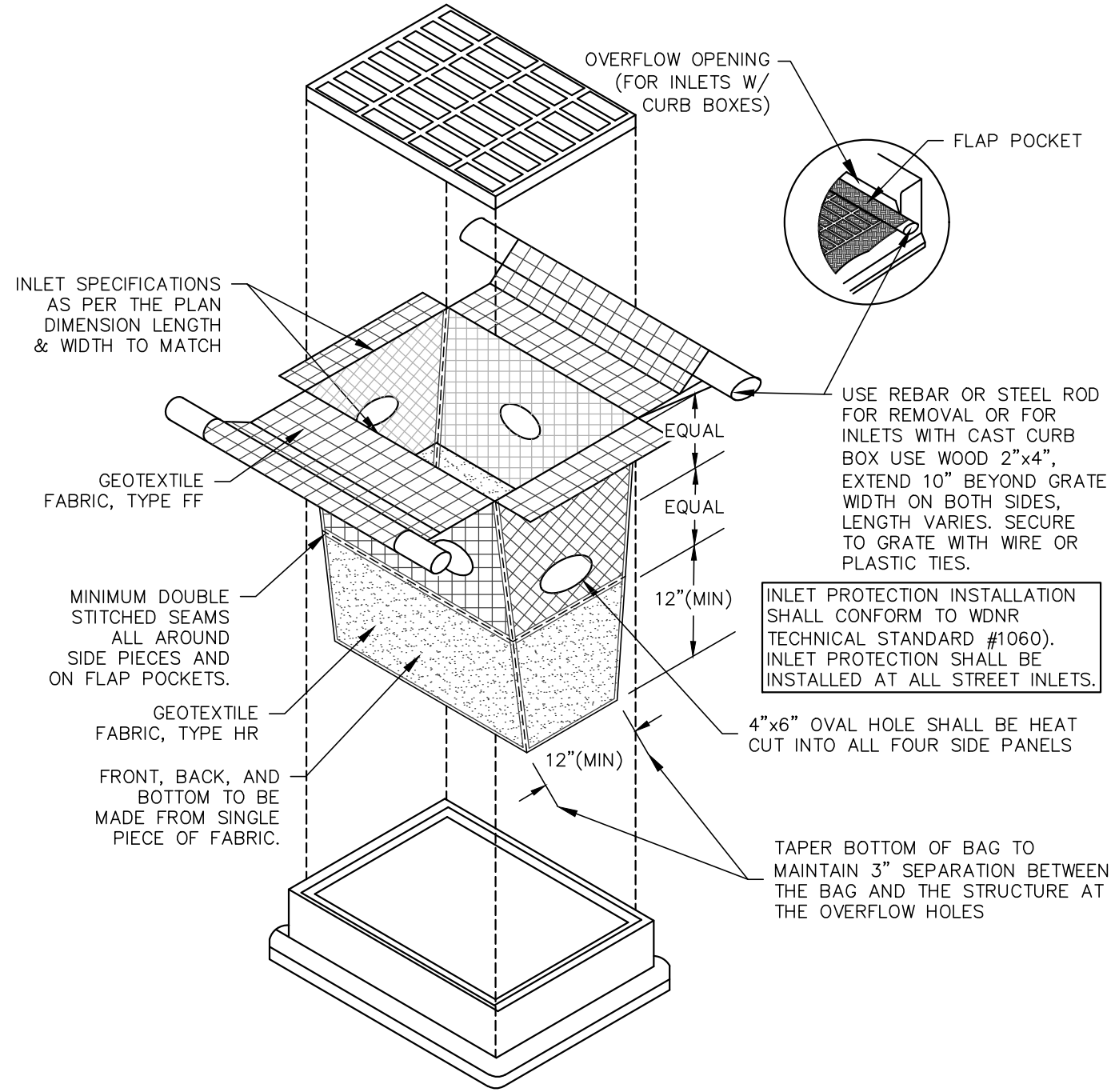
EROSION CONTROL MAT – SLOPE INSTALLATION



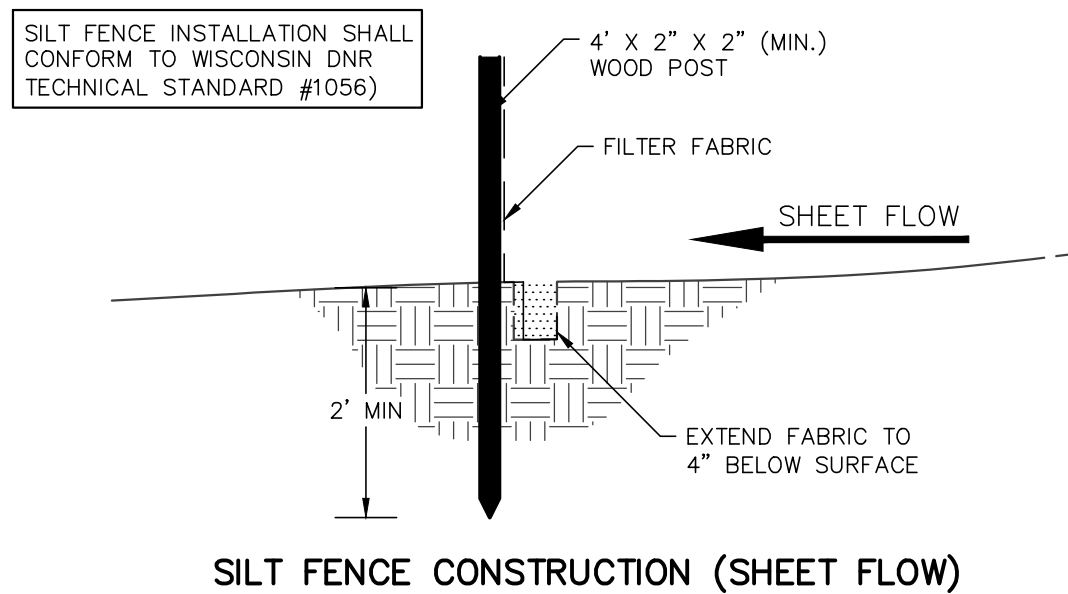
STONE TRACKING PAD DETAIL



RIPRAP/STILLING BASIN DETAIL



TYPE D-HR INLET PROTECTION DETAIL



SILT FENCE CONSTRUCTION (SHEET FLOW)

REVISIONS:	
NO.	DATE DESCRIPTION
1	XX-XX-XX XXXXXXXXXXXXXXXXXXXX

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PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

PLAN TITLE:
**EROSION
CONTROL
DETAILS**

DRAWN BY:
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KJP
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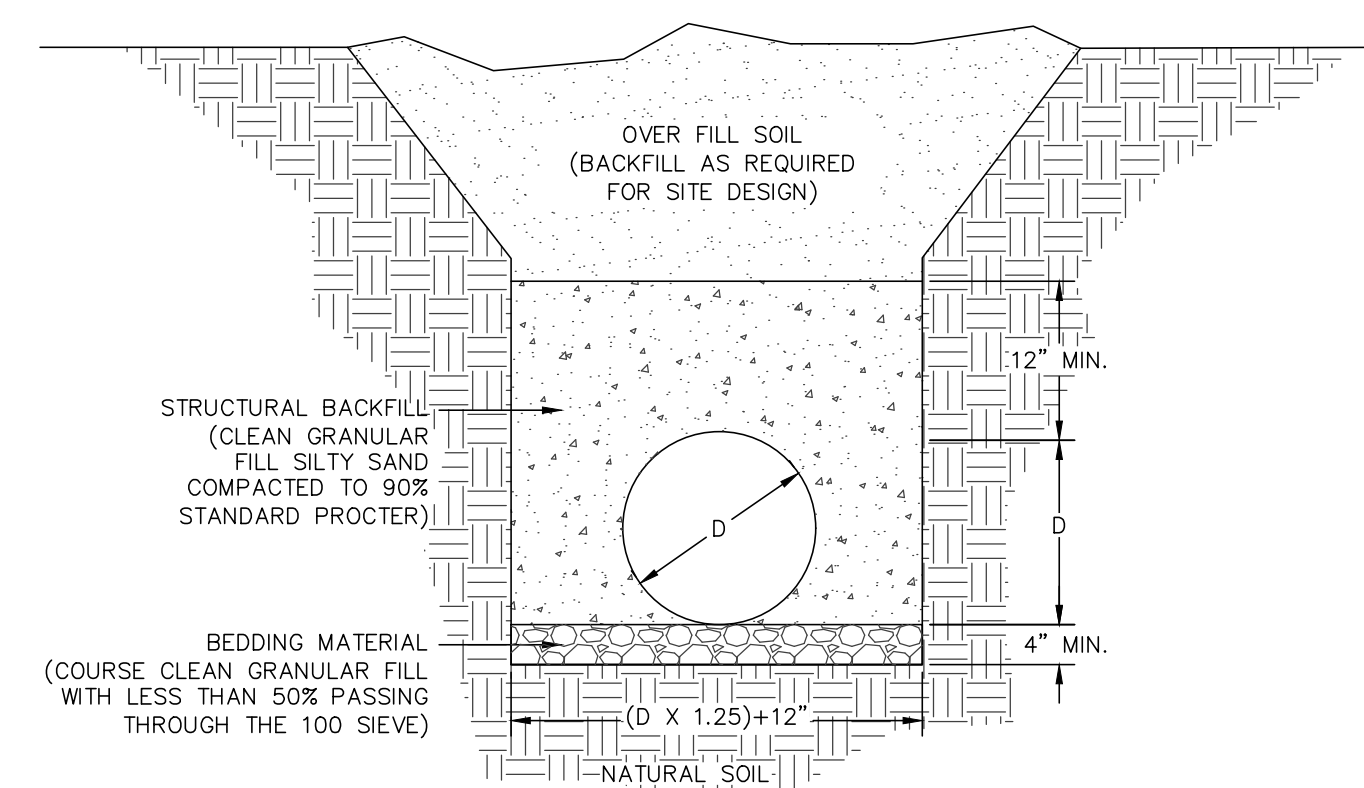
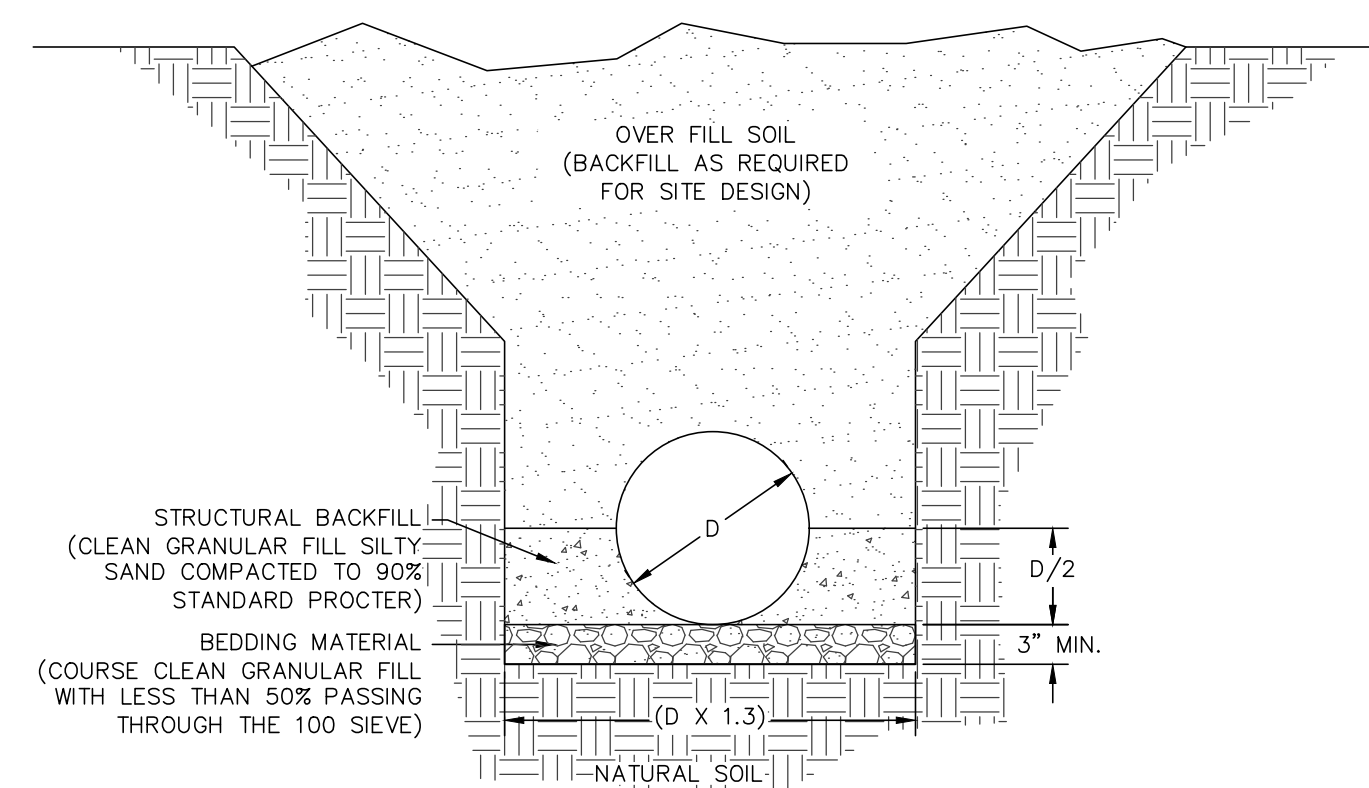
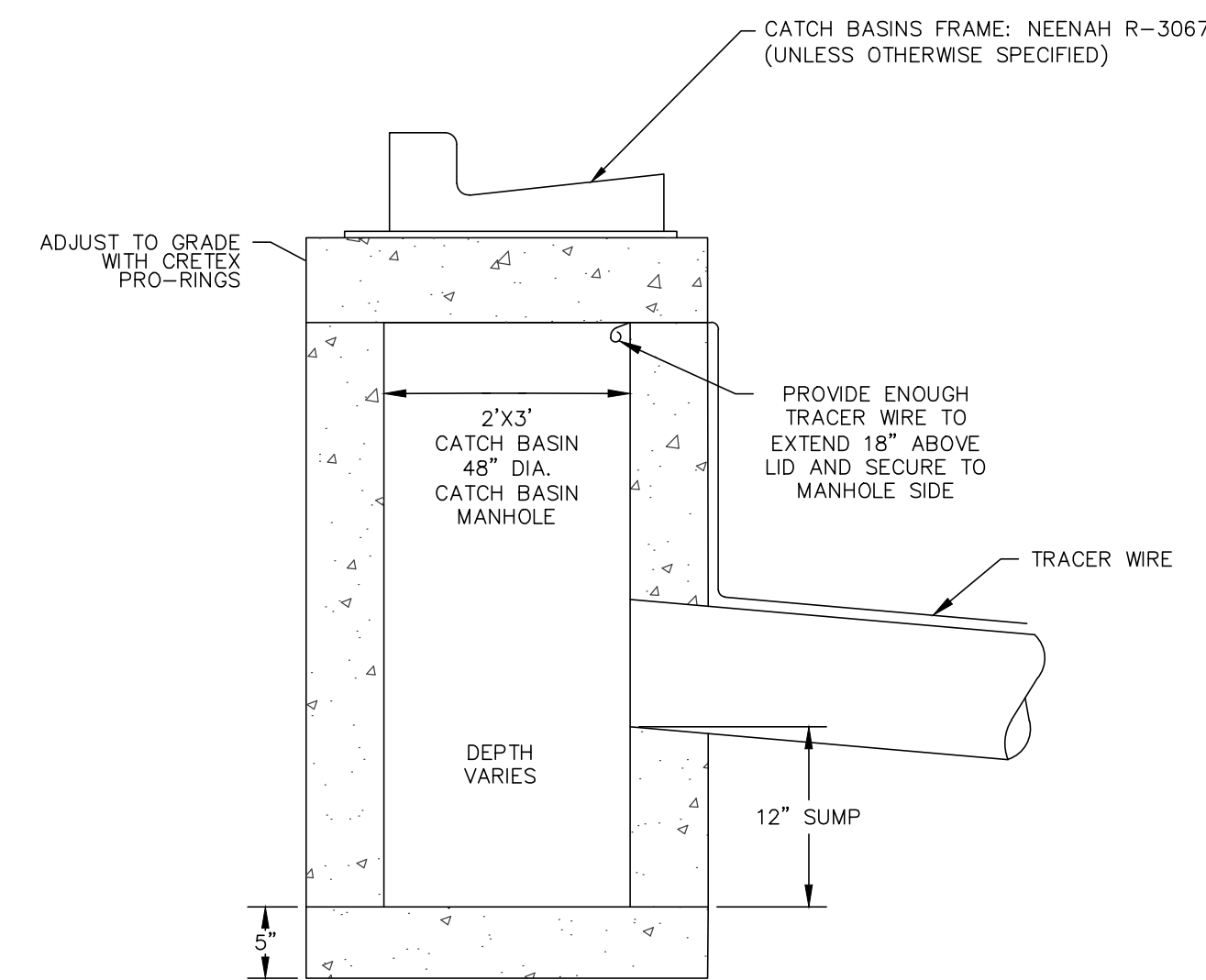
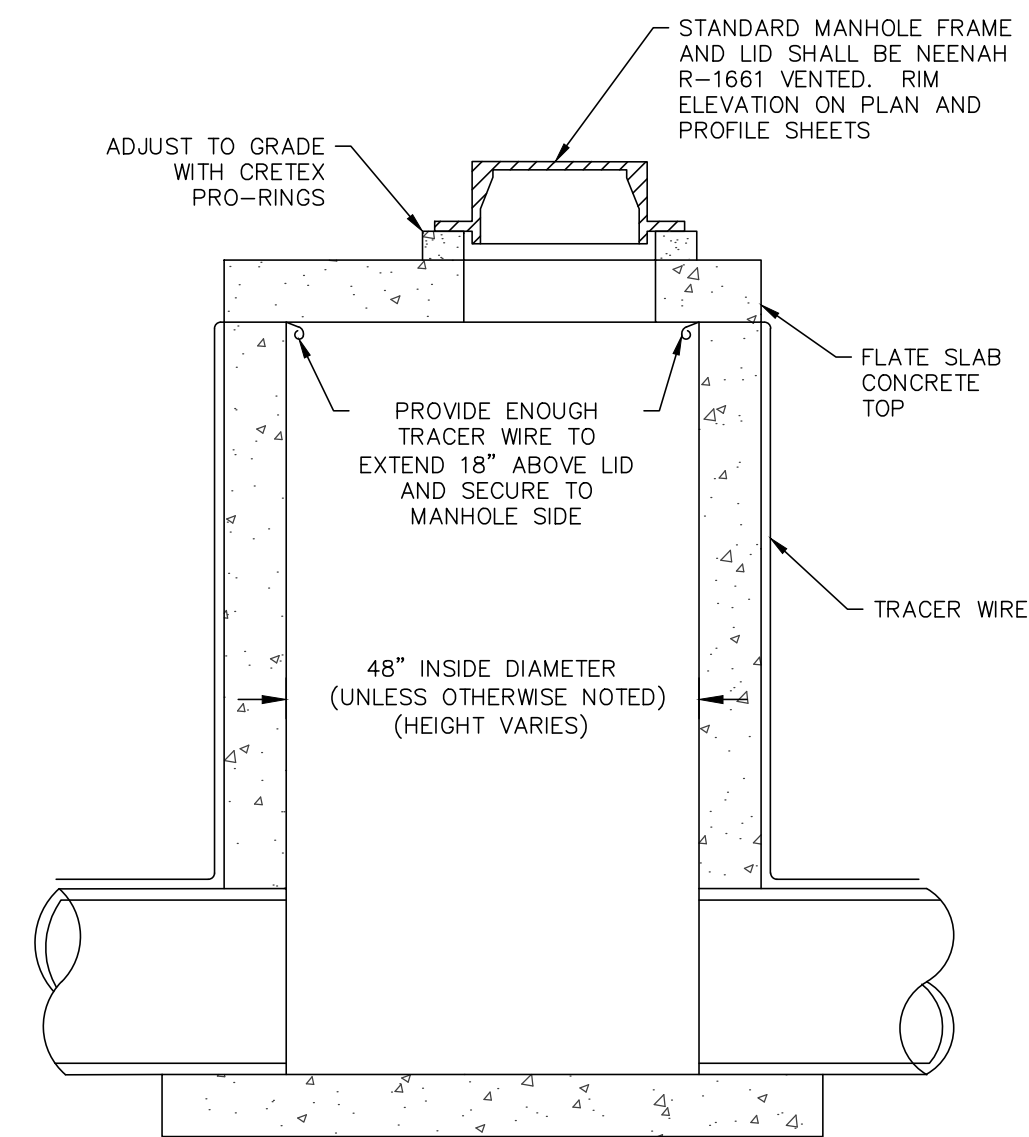
PLAN DATE:
7-20-2023

PROJECT NO:
\NA-01-17

**VILLAGE
SUBMITTAL**

SHEET NO:

C1.08

[illegible]

PS&E
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122 Wisconsin Street, West Bend, WI 53095
262.346.7800 www.parishse.com

PROJECT TITLE:
**GERMANTOWN TOWNHOUSES
W140 N10385 FOND DU LAC AVE
GERMANTOWN, WI 53022**

UTILITY DETAILS

DRAWN BY:
KJP

DESIGNED BY:
KJP

CHECKED BY:
KJP

PLAN DATE:
7-20-2023

PROJECT NO:
\\NA-01-17\\

SHEET NO:

C1.09

Appendix H

Stormwater Maintenance Agreement



PARISH SURVEY & ENGINEERING

122 Wisconsin Street | West Bend, WI 53095
www.parishse.com

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between District One, LLC, hereinafter called the “Owner,” and the Village of Germantown, a municipal corporation located in Washington County, Wisconsin, hereinafter called the “Village.”

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the Village of Germantown, Washington County, State of Wisconsin:

Being a part of the Northeast ¼ of the Northeast ¼ of Section 35, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

hereinafter called the “Property.”

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as Germantown Townhouses, hereinafter called the “Plan,” which is expressly made a part hereof, as approved or to be approved by the Village, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the Village and the Owner agree that the health, safety and welfare of the residents of the Village of Germantown, require that on-site storm water management practices be constructed and maintained on the Property; and

WHEREAS, the Village requires that on-site storm water management facilities as shown on the Plan be constructed and adequately maintained by the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management facilities shall be constructed by the Owner in accordance with the plans and specifications indicated in the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner shall regularly inspect the storm water management facilities and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year. The Operations and Maintenance Manual attached to this agreement as Exhibit A and each by this reference made a part hereof, shall be followed for the regular inspections of the storm water management facilities. The Owner shall keep the operation and maintenance reports from past inspections as well as a log of maintenance activities indicating the date and type of maintenance completed. The reports and maintenance log shall be submitted to the Department of Public Works Director and retained by the Village

Return to:
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Parcel No.: GTNV_193.975

for a period of 10 years. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including, but not limited to, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the operation and maintenance reports.

3. The Owner shall adequately maintain the storm water management facilities including, but not limited to, all pipes and channels built to convey storm water to the facility, as well as all structures, improvements and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, in accordance with Exhibit A, is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are maintained in accordance with the Plan.
4. The Owner hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facilities whenever the Village deems necessary. The purpose of the Village's inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The Village shall provide the Owner with copies of the inspection findings and a directive to commence with repairs if necessary. Corrective actions shall be taken within a reasonable timeframe as established by the Department of Public Works Director.
5. If the Owner fails to maintain the storm water management facilities in good working condition, consistent with the terms of the Plan and does not perform the required corrective actions and inspections in the specified time, the Village may perform the corrective actions identified in the inspection report and charge the Owner for the cost of such work. If the Owner fails pay to such costs to the Village within 30 days as required by Section 7, below, the cost of such work may be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. The Owner hereby acknowledges that the Property benefits from the corrective actions taken by the Village and hereby waives any right to notice or hearing of said special assessment pursuant to Section 66.0703(7)(b), Stats.
6. The Owner shall perform the work necessary to keep the storm water management facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management facilities (including sediment removal) is outlined on the approved plans, the schedule shall be followed. The minimal amount of maintenance on the storm water management facilities shall be in accordance with Exhibit A.
7. In the event the Village, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the Village within 30 days of receipt of an invoice for all actual costs incurred by the Village hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents and employees, and the Owner agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, demands, including attorney fees and court costs which the Village may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the Village to enforce the terms of this Agreement including, but not limited to, the performance of maintenance activities.
9. This Agreement shall be recorded at the Washington County Register of Deeds Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests or future owners of the Property, including any homeowners or condominium association.

10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, the Owner or the successor or assigns making said transfer, is hereby released from any and all liabilities and obligations under the terms of this Agreement. The liabilities and obligations under this Agreement shall transfer with the ownership of the Property to the new owner of the Property.

VILLAGE OF GERMANTOWN

By: _____ Dated: _____
Steven Kreklow, Village Administrator

By: _____ Dated: _____
Erin Hirn, Village Clerk

A C K N O W L E D G M E N T

STATE OF WISCONSIN)
)ss.
WASHINGTON COUNTY)

Personally came before me the ____ day of _____, 20____ the above named Steven Kreklow, to me known to be the Administrator of the Village of Germantown and to me known to be the person who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin
Washington County.
My Commission is permanent. (If NOT, expiration date is: _____)

A C K N O W L E D G M E N T

STATE OF WISCONSIN)
)ss.
WASHINGTON COUNTY)

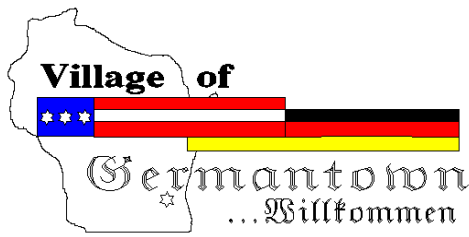
Personally came before me the ____ day of _____, 20____ the above named Erin Hirn, to me known to be the Clerk of the Village of Germantown and to me known to be the person who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin
Washington County.
My Commission is permanent. (If NOT, expiration date is: _____)

BUZDUM TRUST

By: _____ Dated: _____
Name, Title

This Document Drafted By Evan P. Nickodem July 20, 2023
Parish Survey & Engineering, LLC



Engineering Department Memorandum

To : Jeffrey W. Retzlaff, AICP, Planning Director/Zoning Administrator
From : Brad M. Seubert, Harwood Engineering Consultants
Date : July 31, 2023
Re : Virtus Development PDD

Items Reviewed:

1. Civil Plan Set Dated: 07-21-23
2. Stormwater Management Plan Dated: 07-21-23

General Comments:

1. Please respond to each item below. **A written response addressing each item shall be included in your submittal.**
2. The submitted plans have been reviewed for general conformance with State and Village design guidelines. Additional comments could arise as a result of the plan completion and modifications. The items listed below will need to be fully resolved before the Engineering Dept. can recommend a formal approval of the plans and permit for construction.
3. If project will disturb more than one acre an NOI from the DNR will be required. Please submit a copy of the approved permit prior to final approval.
4. As-builts prepared to Village standards shall be prepared and provided to the Village post-construction (for all applicable items).
5. A professional engineer's original seal is to be affixed, signed and dated on the final set of construction plans.
6. Utility permits and permits for work within the ROW are required. Contact the Village engineering department to obtain permits.
7. WISDOT permits are required for all work within the ROW.
8. *Clarify what is being proposed. Is work on the north parcel proposed? Plans are not clear.*
9. *Sheet AS101 does not match the site layout shown on the other plans.*
10. *Provide a site data table showing disturbed area, existing impervious area, proposed impervious area, and additional impervious added.*
11. **Provide an existing site survey stamped by a registered surveyor.**
12. *Provide detailed grading plan with spot elevations*
13. *Provide details on sewer and water laterals for proposed buildings.*
14. *Provide details on proposed storm sewer*
15. *Provide an erosion control plan.*
16. *Provide a stormwater management plan and storm sewer calculations.*
17. *Provide construction details*

Water Utility Comments

1. #4-sheet Virtus Development No. C1.05 "Utility plan" there is no 2" lateral to the Ranch house to be Razed, south of the Bar. The feed for this Ranch house is from the next north property which service comes from the center of the three buildings in a row. This lateral will be properly capped and abandoned inside the basement of the Bar. Abandonment inspection by Safe Bulit.
2. The new lot, the site of the 4 family calls out an existing 2 in HDPE water lateral to connect to. This does not exist, There is no water lateral to this site. A new water lateral will be required tapped from the main located on the east side of 145.
3. If there is to be a sprinkler meter installed it is required to be connected prior to all the meters for each livable unit.

Wastewater Utility Comments

1. Sheet C1.05 – Lateral to be abandoned at the main with a cured in place plug. Owner to verify integrity of existing lateral at vacant lot and provide village with documentation of condition before reuse.

Sheet C1.02

1. Dimension the angle of the angled parking spaces.
2. Does the site data table apply to all three lots or just the south two? Please clarify.
3. Provide documentation that WisDOT is approving of the work within the ROW.
4. The pavement hatching and curb appears to encroach on the proposed townhomes. Does the second floor overhang the driveway? Please clarify.

Sheet C1.03

1. Provide construction sequence.
2. Revise silt fence to contain all flow off the site.
3. Provide erosion control matting on all slopes 4:1 and greater.
4. Provide erosion control notes that specify the late season stabilization requirements and amount of time between areas of no activity and stabilization.
5. Provide permanent erosion control for the basin overflow weir.

Sheet C1.04

1. Provide elevations for the top and bottom of the proposed steps.
2. Recommend adding addition steps to get the slope of the sidewalks under 5%

Sheet C1.06

1. 2 year and 100 year elevations on the basin detail are incorrect.
2. Is the cap on the 6" PVC pipe on the pond size or structure side. How will it be protected from clogging?

Stormwater Management Plan

1. Revise the start and end times to 11.75 hours and 21.25 hours.
2. The soils section of the report references test pit. Provide information on the results of the test pits.
3. WinSLAMM Comments
 - a. Revise soils to clayey for type C and D soils per WDNR guidance.
 - b. Initial stage elevation of basin should be 5 ft.
 - c. Adjust calcs to account for water volume from offsite flow but not treatment credit per WN

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Appointment of Kevin Driscoll to the Position of Village Engineer

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Driscoll K Offer of Employment Letter 2023
2. DriscollReport_PAA
3. Driscoll Resume_Redacted

RECOMMENDATION:

ACTION BY Committee:



September 7, 2023

Kevin R. Driscoll
1745 North 49th Street
Milwaukee, WI 53208
Kevin.driscoll@uwalumni.com

Dear Mr. Driscoll,

We are pleased to conditionally offer you the position of Village Engineer for the Village of Germantown. If you accept this offer, your appointment will go before the board on September 18, 2023 at 7:00 pm. Your start date will be Monday October 9, 2023, pending the results of a pre- employment physical and a routine background check.

Your starting salary will be \$108,347.20 annually, you will receive three (3) weeks of vacation annually which will be given starting your second paycheck at a rate of 4.615 per pay period over 26 paychecks. On January 1, 2024, your salary shall be increased to \$111,612.80. Thereafter, you will be eligible for annual adjustments as set by the Village Board in the Village's compensation plan. After successfully completing one year of service with the Village, your vacation accrual rate will increase to 6.154 hours per pay period, or four (4) weeks per year.

You will be eligible for fringe benefits as outlined in the Employee Policy & Procedure Manual, a summary of which is attached to this letter. The manual generally illustrates the major benefits you would be eligible for, but our Support Services Manager would be happy to go over the benefits in greater detail as you desire.

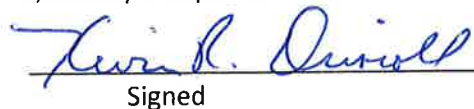
You will be required to take an employee health screening physical. The physical will include a hearing test (audio), vision test and drug screening. You should go to Workforce Health in Menomonee Falls for this physical, a map is attached. Their phone number is 262-253-5150. You should call ahead for an appointment.

I trust that you will find Germantown a pleasant and enjoyable place to work. I look forward to working with you as a key part of our staff and that the association will be a long and successful experience for all.

Sincerely,


Steven R. Kreklow
Village Administrator

I, hereby accept the above offer of employment.

 9/11/2023
Signed Date

Attachments: Summary of Benefits

Map showing location of Workforce Health in Menomonee Falls

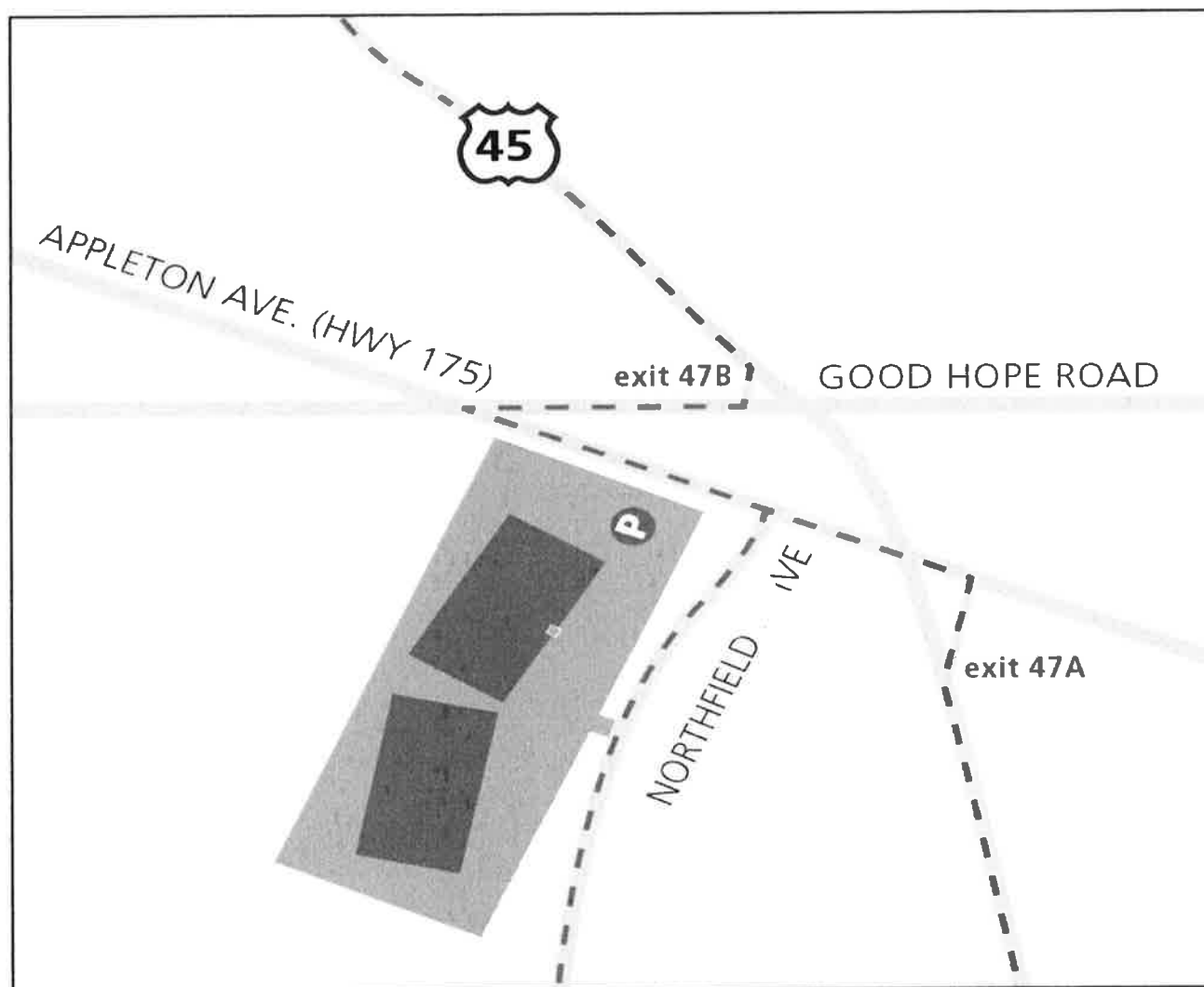
cc: Erin M. Hirn, Support Services Manager (this copy to Personnel File)
Paula Winter, Senior Deputy Treasurer

Map to:

Workforce Health North Hills Health Center
Froedtert and the Medical College of WI

Ph: 262-253-5150 - Call to make an appointment

W129 N7055 Northfield Dr. – 3rd Floor – Building B
Menomonee Falls, WI 53051





REFERENCE SUMMARY-CONFIDENTIAL

VILLAGE OF GERMANTOWN VILLAGE ENGINEER

CANDIDATE: KEVIN DRISCOLL

SUMMARY: DRISCOLL is currently employed as the Deputy Director of Utilities with the City of Mequon, WI from June 2016 – Current. In this position Driscoll is responsible for managing sewer and water operations with a combined budget of approximately \$16.0M. He coordinates and manages two superintendents, 9 utility maintenance crew, and various other engineering technicians. He prepares resolutions and packets for staff presentations to elected officials and others. He prepares RFP's and bid documents and oversees contractors and consultants' contracts for design, construction and inspection of sewer and water projects. Driscoll performs project management from proposal through construction close-out. This includes writing proposals, scoping level of effort for projects, managing the project schedule and budget, attaining permits, bidding projects, and managing construction. Driscoll regularly reviews site development plans, subdivision plans, works on Developer Agreements with focus on adherence to municipal standard specifications on sewer and water mains in addition to grading, drainage, pavement, traffic control and pedestrian access. He prepares and makes submittals to regulatory agencies including SEWRPC, MMSD, WDNR and others.

From August 2010 to May 2016, Driscoll was a Civil Engineer in the Environmental Engineering Section for the City of Milwaukee, WI. In this position Driscoll prepared designs, plans and specifications for storm, sanitary and combined sewers in coordination with utility and transportation projects. He performed condition assessments of sewer infrastructure and assisted in budget preparation. He reviewed site plans for development and worked with building permits. He coordinated activities with construction managers, construction supervisors, utility managers, surveyors, roadway designers and construction inspectors on projects. He coordinated pre-construction meetings and construction meetings during project construction.

PUBLIC ADMINISTRATION ASSOCIATES, LLC

Bruce G. Stelzner, Associate

From April 2005 to March 2010 Driscoll worked as a Civil Engineer in the Infrastructure and Environment Division of the URS Corporation located in Milwaukee, WI. His duties included preparing design reports, project plans, specifications and special provisions, schedules of quantities for industrial, federal, and public works projects. He prepared budget estimates, performed life cycle costing and analysis and recommended solutions for implementation at wastewater treatment facilities.

From December 2001 to March 2005 Driscoll was a Civil Engineer in the Bureau of Structures for the Wisconsin Department of Transportation. In this capacity he was responsible for preparing designs for bridges and culverts at water crossings. He performed hydrologic analysis and modeling to avoid backwater increase including scour analysis. He provided quality control and reviews on consultant plans and designs, performed site visits, and completed bridge inspections.

UW (ABET Accredited); B.S. in Civil & Environmental Engineering, May 2001

Wisconsin Professional Engineer Registration

Unanimously, his references were confident that Driscoll's skills, personality, and expertise would be a good fit for the Village of Germantown.

Tony Kotecki, Construction Manager with the City of Milwaukee stated that Kevin takes ownership of his projects, works well with all types of people and communicates very well.

Andy LaFond, Director of Community Service and Public Works for the Village of Thiensville stated that Kevin is an excellent professional engineer, very detailed and thorough in his work.

Bob Beilfuss, Engineering Field Coordinator for the City of Mequon, and co-worker with Kevin stated that Kevin is a detailed engineer, follows up with work by others on his projects and would do a good job in Germantown.

From reference conversations, Kevin is looking to advance his career and take the next logical step to move from the role as the Deputy Director of Utilities to Village Engineer.

Driscoll appears to possess the appropriate skills in engineering, road and bridge management, construction and maintenance, facility maintenance, public infrastructure design and maintenance, human resources, overall budget development and management, and financial oversight. He meets the requirements needed to assume this position and is expected that he will be successful in meeting the needs of the position and the community.

PUBLIC ADMINISTRATION ASSOCIATES, LLC

Bruce G. Stelzner, Associate

REFERENCES USED: Bob Beilfuss, City of Mequon, Engineering Field Coordinator; Tony Kotecki, City of Milwaukee, Construction Manager; Matthew Maederer, Brown Deer Village Engineer; Andy LaFond, Thiensville Village Director of Community Service/Public Works; Jerome Flogel, MMSD, Private Property Inflow and Infiltration reduction Program Manager

POSITIVE SKILLS: • Attention to details • analytical • communicates effectively in both orally and in written form with citizens and board • very thorough • very smart • personable • not easily intimidated • very good at his job • very capable • very good in upper management • excellent and sound professional engineer • self-motivated •

FIRST IMPRESSIONS: quiet and reserved • professional • confident • very personable • easy to talk to • engaging • very smart • passionate • serious •

SKILLS TO WORK ON: Sometimes struggles to say no • strong engineering opinions •

RELATIONSHIPS WITH:

ELECTED OFFICIALS- Gets along with anyone including elected officials • very professional • always prepared going into meetings • very well trusted and respected • works very well with elected officials • provides excellent responses on technical questions to non-technical individuals • knowledgeable and responsive.

DEPARTMENT HEADS AND STAFF- • he is well respected by co-workers • direct reports had no problems with his management style • interacted well with department heads • works well with all groups • very good relationship with staff • works very well with the public •

PUBLIC AND MEDIA - Very professional with the public • attends, coordinates, and presents at public information meetings • presents periodically at Council meetings • excellent communication skills •

COMMUNITY INVOLVEMENT: • Chairs and participates as a volunteer with various non-for-profit organizations • works with professional organizations •

REASON FOR SEEKING A NEW POSITION: career advancement.

PERSONAL CONCERNS: No concerns

OTHER COMMENTS: Driscoll would be a good choice for the Village Engineer position • he will do what it takes to do a good job •

KEVIN R. DRISCOLL, P.E.

PROFESSIONAL EXPERIENCE

2007 / P.E. / WI / 38786

CITY OF MEQUON, DEPARTMENT OF PUBLIC WORKS

Mequon, WI

Engineering Section

June 2016-Current

Deputy Director of Utilities

- Reports to and collaborates with City Engineer / Director of Public Works.
- Responsible for preparing resolutions and packets for staff presentations to elected Commissioners/Alders for \$11M annual Sewer operations and capital budget, and \$5M Water Utility operations and capital improvements budget.
- Coordinates and manages 2 utility superintendents, 9 utility maintenance crew laborers, an Engineering Field Coordinator, and Engineering Technicians to review and issue permits, maintain communication on website, and update GIS records with as-built information.
- Prepares RFPs and bid documents, and oversees contractors and consultant contracts for design, construction and inspect construction of sewer and water projects.
- Engineer-In-Charge for 2 mile tunnel project completed ahead of schedule and under \$19.4M budget. Collaborated City Engineer/Director of Public Works, Finance Department and DPW staff to secure funding and with legal counsel to establish sewer easement acquisitions and agreements. Project began in 2018, completed in 2019 ahead of schedule, restored in 2020.
- Engineer-In-Charge for \$2M rehabilitation of 4 mile rehabilitation with cured-in-place lining of the 36-inch dia. Sanitary Inceptor in advance of the WisDOT work in STH 57.
- Engineer-In-Charge for \$1M water main relocation work for the WisDOT I-43 expansion at two interchanges in 2021, included securing state municipal funding agreements.
- Implemented condition assessment program for utilities for 180 miles of sanitary sewers and 23 lift stations based on critical nature, age, size and functionality.
- Worked building sewer lateral projects on private property and in the public right-of-way to address municipal requirements, state code and Standard Specifications for Sewer and Water Construction in Wisconsin.
- Reviewed numerous site development and subdivision plans since 2016, worked on preparation of Development Agreements, and focused on adherence to municipal Standard Specifications on sewer and water mains, in addition to grading, drainage, pavement, traffic control and pedestrian access.

CITY OF MILWAUKEE, DEPARTMENT OF PUBLIC WORKS

Milwaukee, WI

Environmental Engineering Section

August 2010-May 2016

Civil Engineer

- Prepared designs, plans and specifications for storm, sanitary and combined sewers in coordination with utility and transportation projects.
- Performed condition assessments of sewer infrastructure for annual budget programming of local and state funded major projects.
- Completed Clean Water Fund Program applications and submitted documents in coordination with the Contracts office to the Wisconsin Department of Natural Resources.

- Reviewed site development plans for building permits.
- Coordinated with construction managers, construction supervisors, utility managers, surveyors, roadway designers and construction inspectors on projects at pre-construction meetings and during construction for projects including:
 - ☐ East Greenfield Avenue near the UWM School of Freshwater Sciences
 - ☐ West Lawn at North 60th Street and West Silver Spring Drive
 - ☐ Milwaukee Streetcar
 - ☐ IH 794 Lakefront Gateway project
 - ☐ Century City
 - ☐ Freshwater Way
- Tracked and updated bid and contract information into databases using Microsoft access and Microstation connected to Oracle and ArcIMS.

HIMALAYAN CONSULTING

Design Practice Group

Civil Engineer

Waukesha, WI

April 2010-July 2010

- Project Engineer for Milwaukee Transportation Partners IH 94 North South project.
- Prepared construction staging, drainage and utility coordination, plans, specifications and estimates from Mitchell Interchange to Kenosha.

URS CORPORATION

Infrastructure and Environment Division

Civil Engineer

Milwaukee, WI

April 2005-March 2010

- Prepared design reports, project plans, specifications and special provisions, schedules of quantities for industrial, federal and public works contracts.
- Prepared budget estimates for design alternatives, and used life cycle cost analysis to recommend solutions for implementation at wastewater treatment facilities.
- Provided engineering services during construction that included site inspections, quality assurance review, and product submittal/document reviews including RCRA and hazardous materials permitting.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Bureau of Structures

Civil Engineer

Madison, WI

December 2001-March 2005

- Prepared designs for bridges and culverts at water crossings.
- Performed hydrologic analysis and hydraulic modeling to avoid backwater increase, including scour analysis and economic analysis for cost effective selection.
- Provided quality control reviews of consultant plans.
- Performed site visits and completed bridge inspections.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Bureau of Watershed Management

Engineer In Training

Madison, WI

April 1999-December 2001

- Prepared input data for Wisconsin Pollution Discharge Elimination System for industrial and municipal facilities.
- Performed dam inspections and floodplain mapping updates with GPS field survey.
- Drafted environmental assessments for dam removals with associated stream restoration.
- Coordinated Engineering Studies and floodplain maps into a statewide Geographic Information System database.

EDUCATION

UNIVERSITY OF WISCONSIN, CIVIL AND ENVIRONMENTAL ENGINEERING

B.S. May 2001

OTHER EXPERIENCES

VOLUNTEER

- Washington Park Friends – Chair
- Highland Community School – Outdoor Grounds and Fundraising Committee Member
- Washington Heights Neighborhood Association – Board Member
- STEM – Future Cities Volunteer at MSOE (Former Mentor and Judge)
- REFLO Sustainable Water Solutions – At Large (Former Advisory Board Member)
- Milwaukee Riverkeeper – At Large (Former Water Quality Stream Monitor)

COMPUTER EXPERIENCE

- Microsoft Suite; Excel, Word, Power Point, MS Schedule, TEAMS
- MicroStation and AutoCAD
- ESRI GIS Applications for Internet Mapping Systems
- Budget and Resolution Software including Accela and MMSD E-Builder Software

SURVEY EXPERIENCE

- Total Station
- GPS Trimble units

ASSOCIATIONS

- Milwaukee Metropolitan Sewerage District Technical Advisory Team
- American Public Works Association – Diversity and Inclusion Committee
- National Association of Sewer Service Companies, PACP & ITCP Certification
- University of Wisconsin Initiative on Climate Change Impacts – Working Group Member

PRESENTATIONS

- Lift Station Replacement Public Information Meetings, Winter 2022-2023, Mequon
- Hydraulic Modeling for Sanitary Sewer Budget Programming, Fall 2021, Mequon
- Private Property Inflow and Infiltration Reduction Program, August 2021, Mequon
- Private Property Inflow and Infiltration Reduction Program, March 2020, Mequon
- Sanitary Sewer Service Area Amendment Public Information Meeting, 2019, Mequon
- East Trunk Relief Sewer Public Information Meetings, Winter 2017-2018, Mequon
- Private Property Inflow and Infiltration Reduction Project, Summer 2017, Mequon
- Earth Partnership of UW Arboretum, Water Stewardship Institute, Urban Ecology Center, Washington Park, June 2013, Milwaukee
- Fox Wolf Watershed Alliance, April 2010, Appleton
- State of Lake Michigan: Great Lakes Association, October 2009, Milwaukee
- URS Infrastructure and Environment Workshop, February 2007, Denver
- URS Infrastructure and Environment Workshop, October 2007, Phoenix
- WisDOT Structure Survey Report Workshop, Winter 2004, Wausau
- ESRI Conference, WDNR Hydrology Tool, Summer 2002, San Diego

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Recreation Trail and Design for East Donges Bay Road
Reconstruction Project

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

ATTACHMENT:

1. Donges Bay Road_Rec Trail_Graef Presentation
2. PWHC_Rec Trail and Donges Bay Road Design 230802

RECOMMENDATION:

ACTION BY Committee:

Questions Regarding Rec Trail/Sidewalk on Donges Bay Road

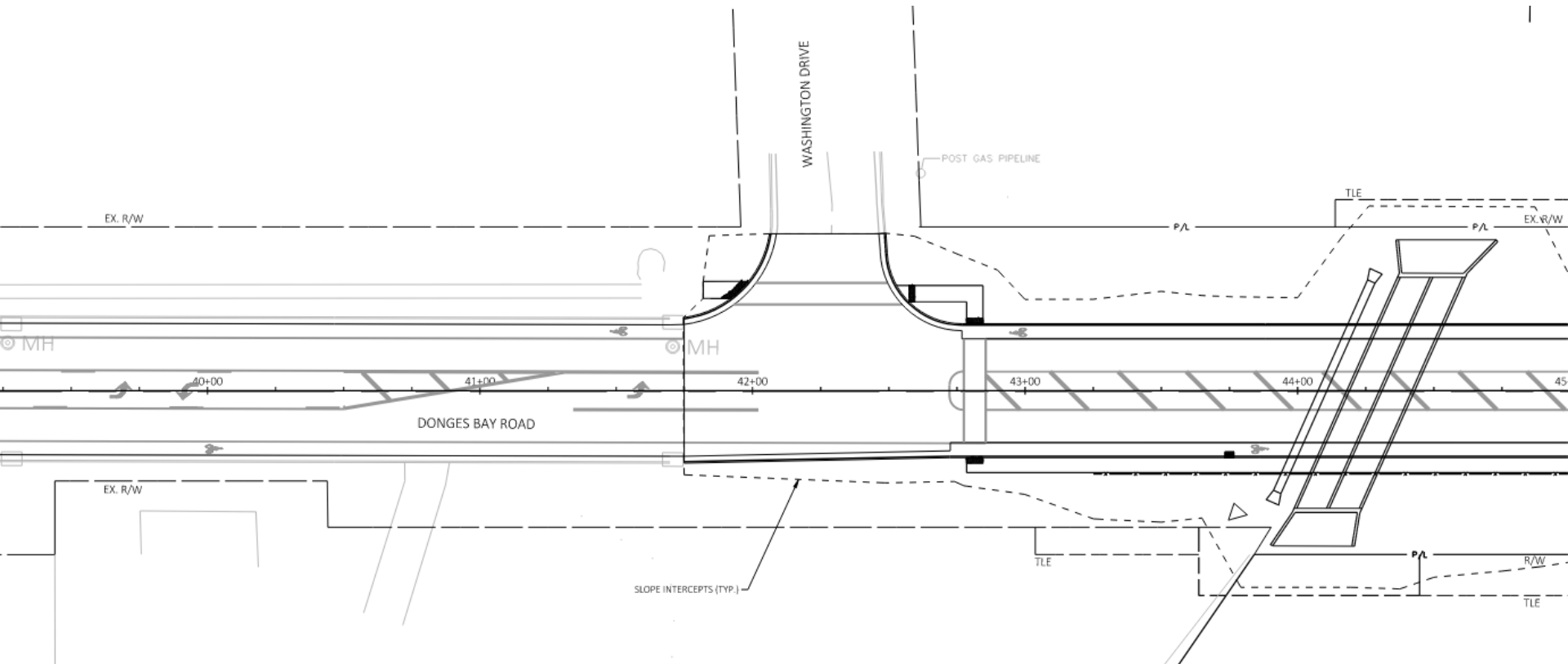
Graef Presentation

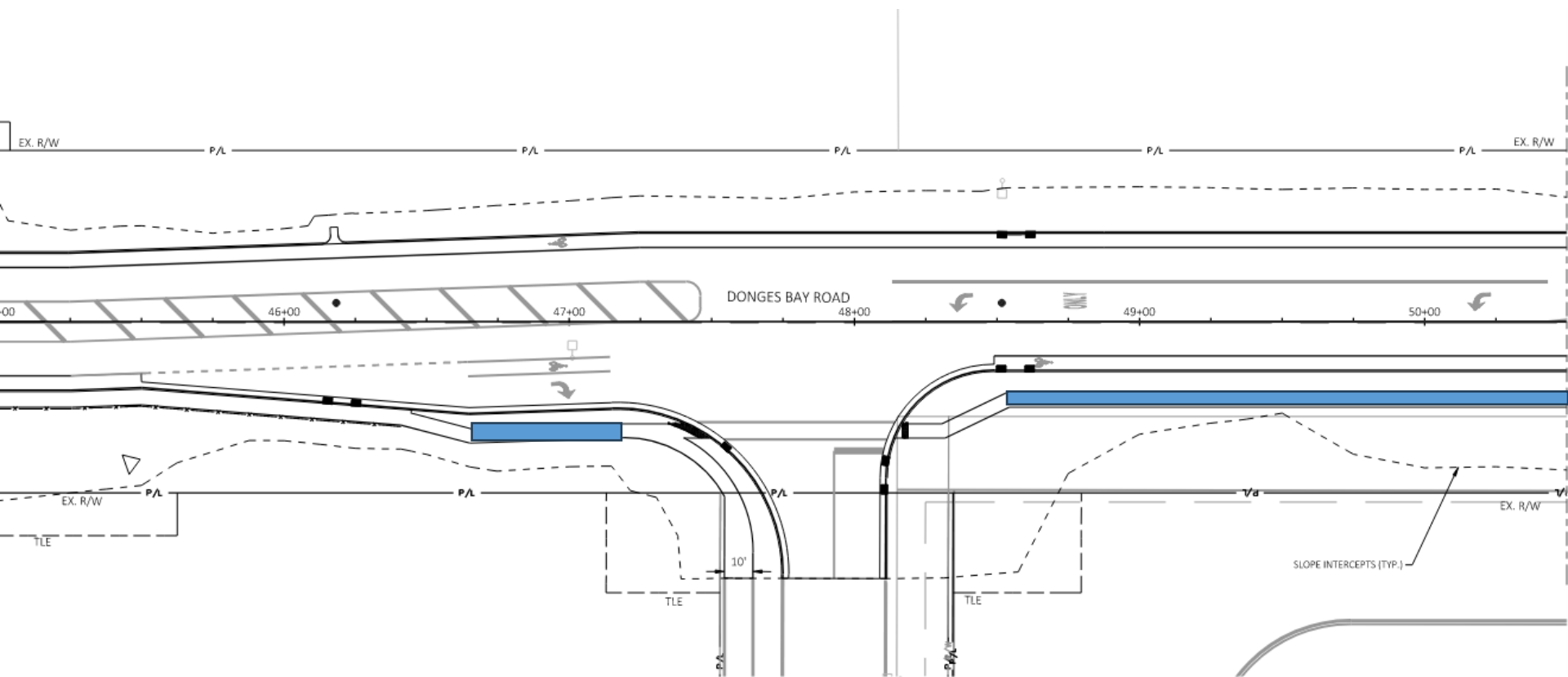
September 6, 2023

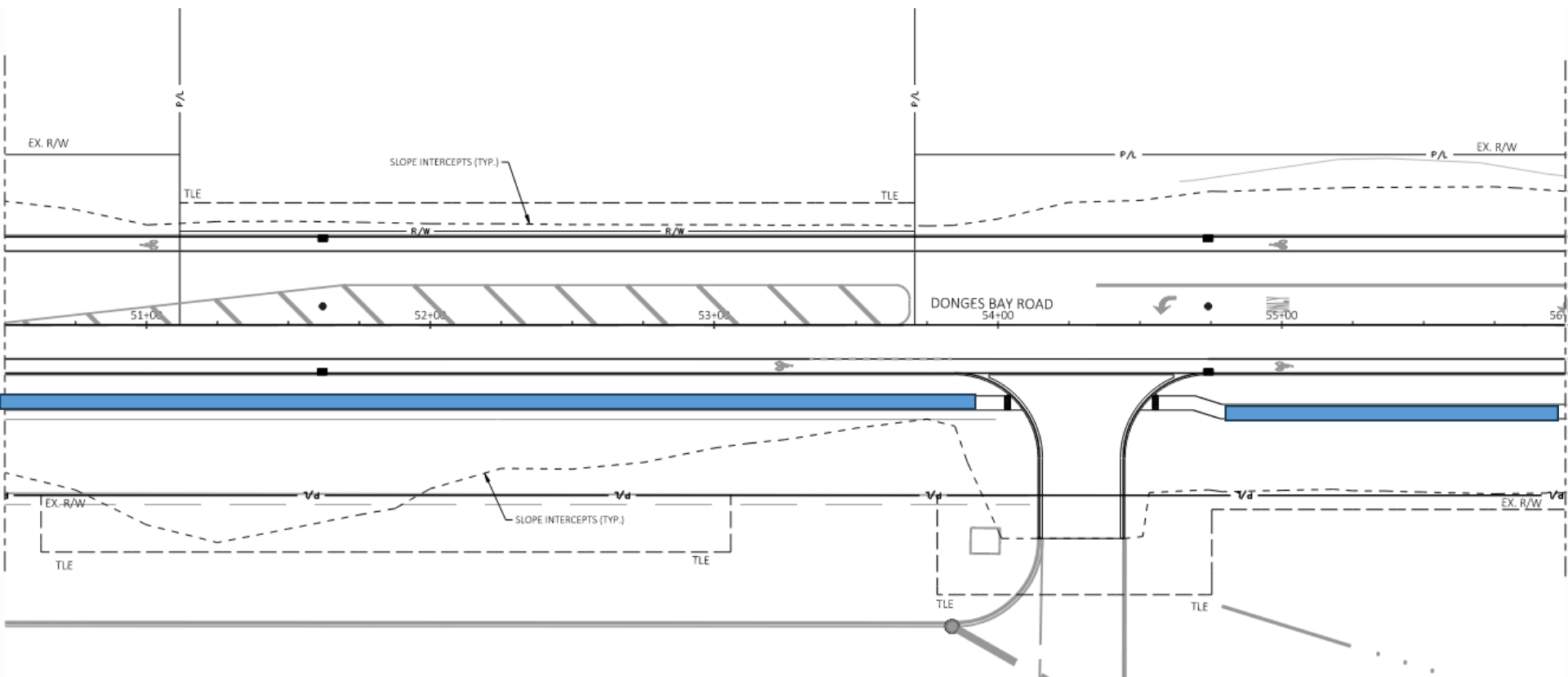
Question 1: Can we make the sidewalk asphalt instead of concrete?

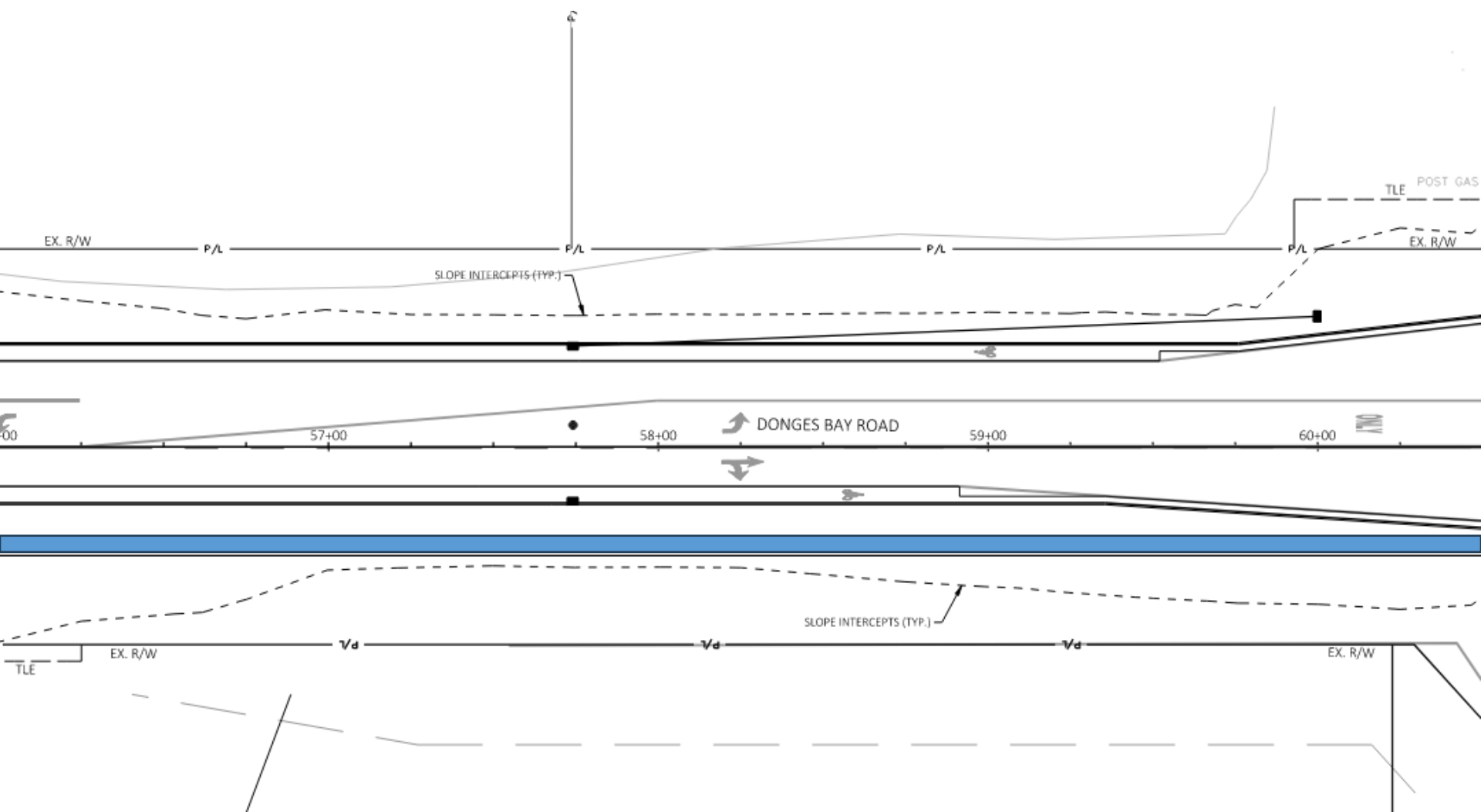
Question 2: Can the sidewalk be widened to 8ft?

Blue hatching shows locations where the path can be asphalt and/or widened.



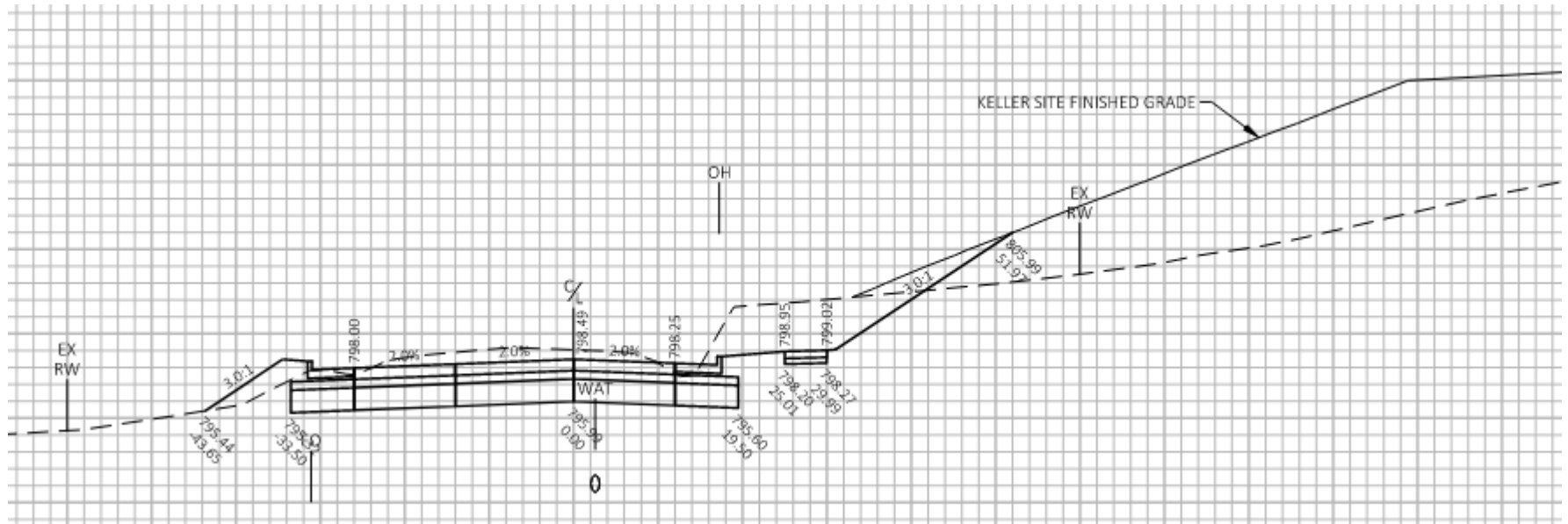


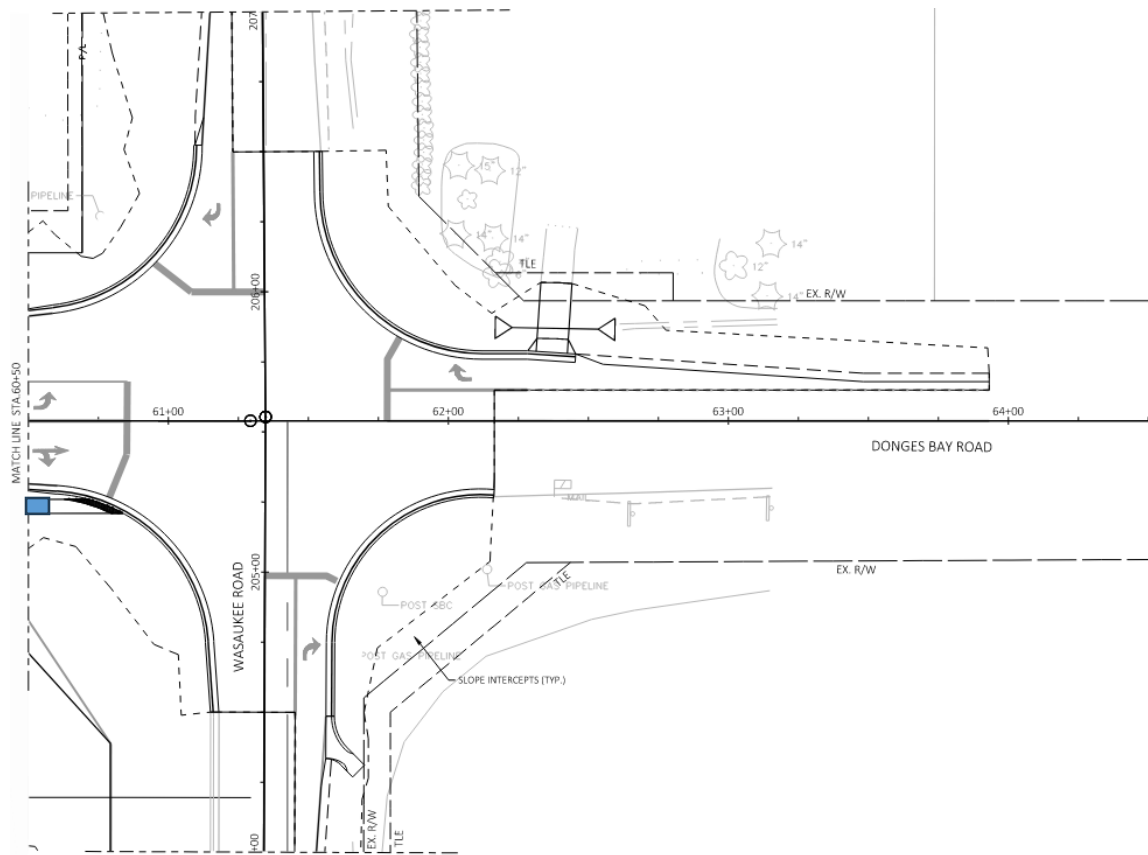




Question 3: Can the Sidewalk/path be moved onto the Keller Site?

- Liability of a public path on a private property
- Agreement between Village and Keller
- Feasibility of designing an ADA compliant sidewalk/path with the grade differentials.





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

MEETING DATE: August 2, 2023

AGENDA ITEM: New Business

ITEM TITLE: Recreation Trail and Design for East Donges Bay Road
Reconstruction Project

SUBMITTED BY: Steven R. Kreklow- Village Administrator

SUMMARY EXPLANATION:

Village staff are currently working with engineering consultants from Graef on the design for the reconstruction of Donges Bay Road from Fondu Lac Avenue to Wausaukee Road. The current design includes bike lanes 5' wide to the flange/7' wide to the face of the curb on both sides of the roadway, and a 5' wide sidewalk on the south side of the roadway. Staff did look at other potential configurations that included a wider recreational trail separated from the roadway. However, those options were not pursued due to the presence of wetlands in the right-of-way, flood plains, and significant changes in elevation.

The Parks & Recreation Commission has learned that the City of Mequon is planning a two-way off-road path on the south side of Donges Bay Road from Lemke Park to Wausaukee Road. The Parks & Recreation Commission is recommending that the Village re-visit the Donges Bay Road design to incorporate an 8' wide of road recreational trail in order to match up with the Mequon trail. An off-road trail of this width would not be possible for this entire stretch of Donges Bay Road but could be incorporated for portions of the road. However, there would be an additional cost to the Village, and since permit work has begun and utility relocations have been requested, the construction schedule would be affected.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Direct staff to continue work on Donges Bay Road with a 5' bike path on both sides of the road and a 5' sidewalk off road.

COMMITTEE ACTION:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Pay Adjustments for the Highways, Parks, Buildings & Grounds Superintendent, the Sewer Utility Superintendent and the Water Utility Superintendent.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 230918 DPW Superintendent Salary Adjustment

RECOMMENDATION:

ACTION BY Committee:

**BUSINESS OF THE GERMANTOWN GENERAL GOVERNMENT
& FINANCE COMMITTEE**

MEETING DATE: September 18, 2023

PLACEMENT New Business

ITEM TITLE: Pay Adjustments for the Highways, Parks, Buildings & Grounds Superintendent, the Sewer Utility Superintendent, and the Water Utility Superintendent

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

During the current process of recruiting for vacant Public Works Director and Village Engineer, it has become increasingly clear that a pay adjustment is needed for the three DPW superintendents. All three superintendents have lengthy tenures with the Village of Germantown and are highly skilled in their areas of expertise. However, all three are paid well below the mid-point of the salary range for their positions. As a result, I am recommending pay increases of \$9,000 annually for each of the three superintendents. This would place all three at approximately the mid-point of their salary range. The table below lists the minimum, midpoint, and maximum for their current salary range as well as the current and proposed salary for each of the three superintendents. The 2024 recommended budget includes funding for the proposed salaries and the increased salaries can be absorbed within the 2023 budget for the remainder of the year.

<i>Salary Range Minimum</i>	<i>\$75,774</i>
Water Utility Superintendent – Current	\$80,020
Sewer Utility Superintendent - Current	\$81,702
Highways, Parks, Buildings & Grounds Supt. - Current	\$83,054
Water Utility Superintendent - Proposed	\$89,020
<i>Salary Range Midpoint</i>	<i>\$90,110</i>
Sewer Utility Superintendent - Proposed	\$90,702
Highways, Parks, Buildings & Grounds Supt. - Current	\$92,054
<i>Salary Range Maximum</i>	<i>\$103,061</i>

ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER ____

RECOMMENDATION:

Approve a motion recommending the Village Board increase the salaries for the Highways, Parks, Buildings & Grounds Superintendent, the Sewer Utility Superintendent, and the Water Utility Superintendent by \$9,000 each.

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Resolution

ITEM TITLE: A Resolution Adopting Updated Bond Schedule for Municipal Court Cases

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

2023 Act 19 (the 2023-2025 Biennial Budget) was signed into law by the Governor on July 5, 2023, and became effective on July 7, 2023. This Act increased the Driver Improvement Surcharge for OWI's and reckless driving convictions from \$435 to \$535 under Wis. Stat. § 346.655. Attached is the revised Mid-Moraine Bond schedule which reflects the new forfeiture ranges for OWI's, with and without the IID surcharge. The new bond amount for OWI's is \$961 (\$1,011 with the IID surcharge where applicable). The Reckless Driving violation is now at \$898. The proposed resolution adopts this recommended bond schedule.

ATTACHMENT:

1. Resolution Adopting Revised Municipal Court Bond Schedule 2023
2. Bond Schedule Eff July 7, 2023

RECOMMENDATION:

A motion to approve the resolution as presented.

ACTION BY Committee:

RESOLUTION NO. ____-23

A RESOLUTION ADOPTING UPDATED BOND SCHEDULE
FOR MUNICIPAL COURT CASES

WHEREAS, the Village of Germantown is a participating member of the Mid Moraine Municipal Court; and

WHEREAS, pursuant to Wis. Stat. § 800.037, the municipal court judge, with the approval of the Village Board, shall establish a deposit schedule (a/k/a bond schedule) for municipal citations.; and

WHEREAS, the Wisconsin Legislature enacted 2023 WI Act 19, which became effective July 7, 2023, increases the amount of various surcharges which are required to be paid by certain violators upon conviction including operating under the influence and reckless driving violations; and

WHEREAS, the Mid Moraine Municipal Court judge, has recommended that all of the member jurisdictions adopt the attached revised bond schedule, which incorporates these changes;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, hereby adopts the revised bond schedule as attached effective upon adoption.

Introduced by Trustee:

Adopted: Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Donna Cox, Village Clerk

MID-MORaine MUNICIPAL COURT**BOND SCHEDULE****Effective: July 7, 2023**

FINE	Crt Costs	State CC	PA (26%)	Drug Fee	Jail Asmnt
\$ 5.00	\$ 33.00	\$ 5.00	\$ 1.30	\$ 13.00	\$ 10.00
\$ 10.00	\$ 33.00	\$ 5.00	\$ 2.60	\$ 13.00	\$ 10.00
\$ 15.00	\$ 33.00	\$ 5.00	\$ 3.90	\$ 13.00	\$ 10.00
\$ 20.00	\$ 33.00	\$ 5.00	\$ 5.20	\$ 13.00	\$ 10.00
\$ 25.00	\$ 33.00	\$ 5.00	\$ 6.50	\$ 13.00	\$ 10.00
\$ 30.00	\$ 33.00	\$ 5.00	\$ 7.80	\$ 13.00	\$ 10.00
\$ 35.00	\$ 33.00	\$ 5.00	\$ 9.10	\$ 13.00	\$ 10.00
\$ 40.00	\$ 33.00	\$ 5.00	\$ 10.40	\$ 13.00	\$ 10.00
\$ 45.00	\$ 33.00	\$ 5.00	\$ 11.70	\$ 13.00	\$ 10.00
\$ 50.00	\$ 33.00	\$ 5.00	\$ 13.00	\$ 13.00	\$ 10.00
\$ 55.00	\$ 33.00	\$ 5.00	\$ 14.30	\$ 13.00	\$ 10.00
\$ 60.00	\$ 33.00	\$ 5.00	\$ 15.60	\$ 13.00	\$ 10.00
\$ 65.00	\$ 33.00	\$ 5.00	\$ 16.90	\$ 13.00	\$ 10.00
\$ 70.00	\$ 33.00	\$ 5.00	\$ 18.20	\$ 13.00	\$ 10.00
\$ 75.00	\$ 33.00	\$ 5.00	\$ 19.50	\$ 13.00	\$ 10.00
\$ 80.00	\$ 33.00	\$ 5.00	\$ 20.80	\$ 13.00	\$ 10.00
\$ 85.00	\$ 33.00	\$ 5.00	\$ 22.10	\$ 13.00	\$ 10.00
\$ 90.00	\$ 33.00	\$ 5.00	\$ 23.40	\$ 13.00	\$ 10.00
\$ 95.00	\$ 33.00	\$ 5.00	\$ 24.70	\$ 13.00	\$ 10.00
\$ 100.00	\$ 33.00	\$ 5.00	\$ 26.00	\$ 13.00	\$ 10.00
\$ 105.00	\$ 33.00	\$ 5.00	\$ 27.30	\$ 13.00	\$ 10.00
\$ 110.00	\$ 33.00	\$ 5.00	\$ 28.60	\$ 13.00	\$ 10.00
\$ 115.00	\$ 33.00	\$ 5.00	\$ 29.90	\$ 13.00	\$ 10.00
\$ 120.00	\$ 33.00	\$ 5.00	\$ 31.20	\$ 13.00	\$ 10.00
\$ 125.00	\$ 33.00	\$ 5.00	\$ 32.50	\$ 13.00	\$ 10.00
\$ 130.00	\$ 33.00	\$ 5.00	\$ 33.80	\$ 13.00	\$ 10.00
\$ 135.00	\$ 33.00	\$ 5.00	\$ 35.10	\$ 13.00	\$ 10.00
\$ 140.00	\$ 33.00	\$ 5.00	\$ 36.40	\$ 13.00	\$ 10.00
\$ 145.00	\$ 33.00	\$ 5.00	\$ 37.70	\$ 13.00	\$ 10.00
\$ 150.00	\$ 33.00	\$ 5.00	\$ 39.00	\$ 13.00	\$ 10.00
\$ 155.00	\$ 33.00	\$ 5.00	\$ 40.30	\$ 13.00	\$ 10.00
\$ 160.00	\$ 33.00	\$ 5.00	\$ 41.60	\$ 13.00	\$ 10.00
\$ 165.00	\$ 33.00	\$ 5.00	\$ 42.90	\$ 13.00	\$ 10.00
\$ 170.00	\$ 33.00	\$ 5.00	\$ 44.20	\$ 13.00	\$ 10.00
\$ 175.00	\$ 33.00	\$ 5.00	\$ 45.50	\$ 13.00	\$ 10.00
\$ 180.00	\$ 33.00	\$ 5.00	\$ 46.80	\$ 13.00	\$ 10.00
\$ 185.00	\$ 33.00	\$ 5.00	\$ 48.10	\$ 13.00	\$ 10.00
\$ 190.00	\$ 33.00	\$ 5.00	\$ 49.40	\$ 13.00	\$ 10.00
\$ 195.00	\$ 33.00	\$ 5.00	\$ 50.70	\$ 13.00	\$ 10.00
\$ 200.00	\$ 33.00	\$ 5.00	\$ 52.00	\$ 13.00	\$ 10.00
\$ 210.00	\$ 33.00	\$ 5.00	\$ 54.60	\$ 13.00	\$ 10.00
\$ 220.00	\$ 33.00	\$ 5.00	\$ 57.20	\$ 13.00	\$ 10.00
\$ 225.00	\$ 33.00	\$ 5.00	\$ 58.50	\$ 13.00	\$ 10.00
\$ 235.00	\$ 33.00	\$ 5.00	\$ 61.10	\$ 13.00	\$ 10.00
\$ 250.00	\$ 33.00	\$ 5.00	\$ 65.00	\$ 13.00	\$ 10.00
\$ 275.00	\$ 33.00	\$ 5.00	\$ 71.50	\$ 13.00	\$ 10.00

MID-MORAINES MUNICIPAL COURT

BOND SCHEDULE

Effective: July 7, 2023

FINE	Crt Costs	State CC	PA (26%)	Drug Fee	Jail Asmnt
\$ 300.00	\$ 33.00	\$ 5.00	\$ 78.00	\$ 13.00	\$ 10.00
\$ 325.00	\$ 33.00	\$ 5.00	\$ 84.50	\$ 13.00	\$ 10.00
\$ 345.00	\$ 33.00	\$ 5.00	\$ 89.70	\$ 13.00	\$ 10.00
\$ 350.00	\$ 33.00	\$ 5.00	\$ 91.00	\$ 13.00	\$ 10.00
\$ 375.00	\$ 33.00	\$ 5.00	\$ 97.50	\$ 13.00	\$ 10.00
\$ 400.00	\$ 33.00	\$ 5.00	\$ 104.00	\$ 13.00	\$ 10.00
\$ 425.00	\$ 33.00	\$ 5.00	\$ 110.50	\$ 13.00	\$ 10.00
\$ 435.00	\$ 33.00	\$ 5.00	\$ 113.10	\$ 13.00	\$ 10.00
\$ 450.00	\$ 33.00	\$ 5.00	\$ 117.00	\$ 13.00	\$ 10.00
\$ 475.00	\$ 33.00	\$ 5.00	\$ 123.50	\$ 13.00	\$ 10.00
\$ 500.00	\$ 33.00	\$ 5.00	\$ 130.00	\$ 13.00	\$ 10.00
\$ 525.00	\$ 33.00	\$ 5.00	\$ 136.50	\$ 13.00	\$ 10.00
\$ 545.00	\$ 33.00	\$ 5.00	\$ 141.70	\$ 13.00	\$ 10.00
\$ 550.00	\$ 33.00	\$ 5.00	\$ 143.00	\$ 13.00	\$ 10.00
\$ 575.00	\$ 33.00	\$ 5.00	\$ 149.50	\$ 13.00	\$ 10.00
\$ 600.00	\$ 33.00	\$ 5.00	\$ 156.00	\$ 13.00	\$ 10.00
\$ 750.00	\$ 33.00	\$ 5.00	\$ 195.00	\$ 13.00	\$ 10.00
\$ 1,000.00	\$ 33.00	\$ 5.00	\$ 260.00	\$ 13.00	\$ 10.00
\$ 5,000.00	\$ 33.00	\$ 5.00	\$ 1,300.00	\$ 13.00	\$ 50.00

OWI Forfeitures	Bond Amt				
Fine	\$ 150.00	\$ 200.00	\$ 225.00	\$ 250.00	\$ 275.00
Court Costs	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00
CC State	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Penalty Asmt	\$ 39.00	\$ 52.00	\$ 58.50	\$ 65.00	\$ 71.50
Drug Fee	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
Jail Assmnt	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Safe Surchrg	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
OWI Surchrg	\$ 535.00	\$ 535.00	\$ 535.00	\$ 535.00	\$ 535.00
Total	\$ 835.00	\$ 898.00	\$ 929.50	\$ 961.00	\$ 992.50
IID (over .15)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Total	\$ 885.00	\$ 948.00	\$ 979.50	\$ 1,011.00	\$ 1,042.50

Reckless Drvg Forfeiture	
Fine	\$ 200.00
Court Costs	\$ 33.00
CC State	\$ 5.00
Penalty Asmt	\$ 52.00
Drug Fee	\$ 13.00
Jail Assmnt	\$ 10.00
Safe Surchrg	\$ 50.00
OWI Surchrg	\$ 535.00
Total	\$ 898.00

s:\Forms\Bond Schedule eff 07/07/23.xls

TOTAL	
\$	67.30
\$	73.60
\$	79.90
\$	86.20
\$	92.50
\$	98.80
\$	105.10
\$	111.40
\$	117.70
\$	124.00
\$	130.30
\$	136.60
\$	142.90
\$	149.20
\$	155.50
\$	161.80
\$	168.10
\$	174.40
\$	180.70
\$	187.00
\$	193.30
\$	199.60
\$	205.90
\$	212.20
\$	218.50
\$	224.80
\$	231.10
\$	237.40
\$	243.70
\$	250.00
\$	256.30
\$	262.60
\$	268.90
\$	275.20
\$	281.50
\$	287.80
\$	294.10
\$	300.40
\$	306.70
\$	313.00
\$	325.60
\$	338.20
\$	344.50
\$	357.10
\$	376.00
\$	407.50

TOTAL	
\$	439.00
\$	470.50
\$	495.70
\$	502.00
\$	533.50
\$	565.00
\$	596.50
\$	609.10
\$	628.00
\$	659.50
\$	691.00
\$	722.50
\$	747.70
\$	754.00
\$	785.50
\$	817.00
\$	1,006.00
\$	1,321.00
\$	6,401.00

\$	300.00
\$	33.00
\$	5.00
\$	78.00
\$	13.00
\$	10.00
\$	50.00
\$	535.00
\$	1,024.00
\$	50.00
\$	1,074.00

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: 2024 Budget and Property Tax Levy

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 2024 Recommended Budget

RECOMMENDATION:

ACTION BY Committee:

2024 Recommended Budget

GERMANTOWN, WI



June

Budget Preview

- 2024 Budget Challenges
- Village Board Direction



September

Recommended Budget Presentation

- Estimated Levy
- Budget Themes
- General Fund Highlights
- Impact on average resident



November

Budget Adoption

Budget Development

- Departments' Budgets created
- Reviewed with DH and Admin
- Budgets' cut to balance



July - September



October

Committee of the Whole meetings

- Board review of Departmental Budgets
- Board changes to Recommended Budget
- Move 2024 Recommended Budget to publication

Budget Timeline

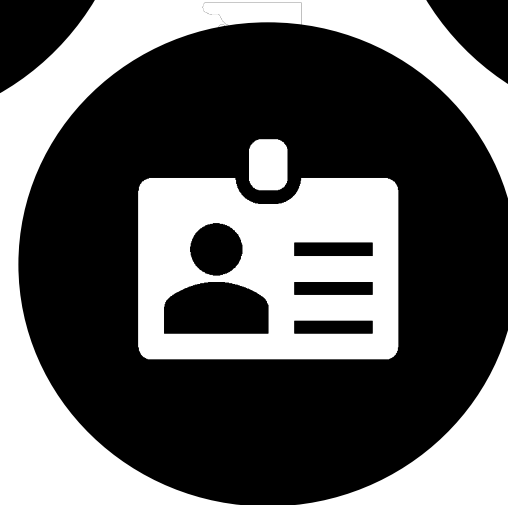
Budget Challenges

Increased demand for public safety services

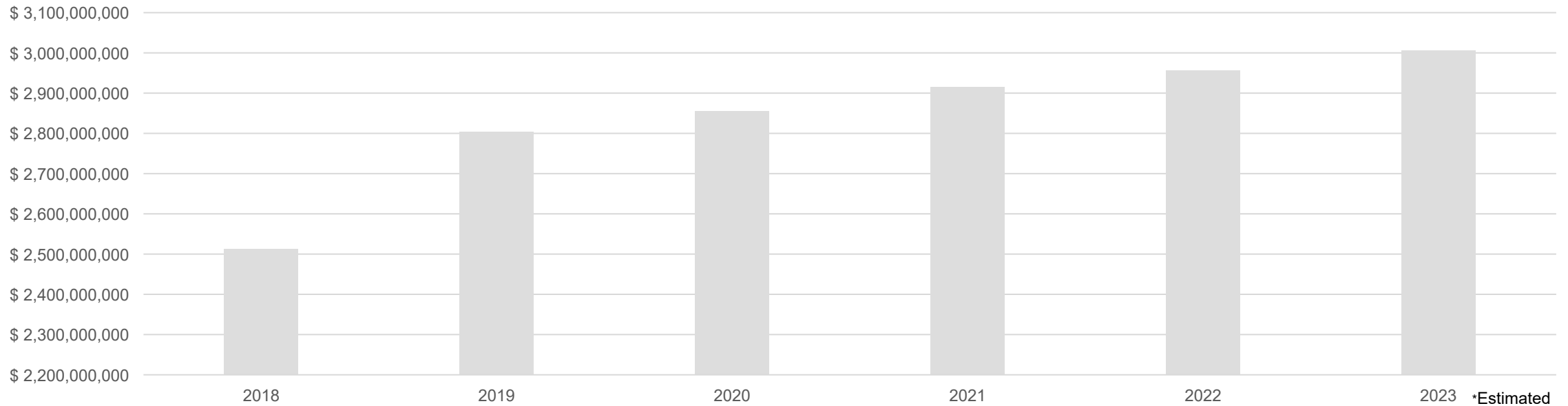
Inflationary and Market factors

- State Salt Contract
- Solid Waste and Recycling
- Gas/Oil

Salary and Benefits



Assessed Value



Village Fiscal Opportunities

Continued Village Growth

- Assessed Value
- New Construction

Strong Financial Position

- General Fund Reserves

Budget Themes



Controlling the Tax Burden



Funding Critical Infrastructure



Employee Compensation

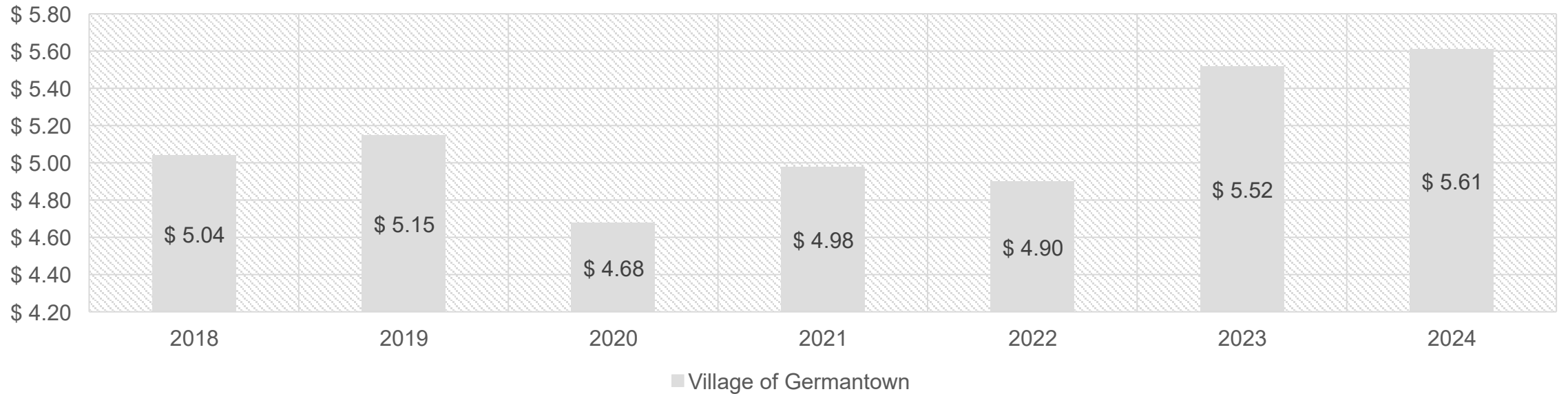
Controlling the Tax Burden

General Fund Levy

- New Construction of 2.97%
- TID OUT: \$167,370 (1.56%)
- An additional levy of \$151,216 available (TID IN)
- Operational Levy: \$10,894,500
- Debt Service Levy
 - Decrease of \$22,450
 - Debt Service Levy: \$4,823,265

Proposed Tax Levy By Fund	2023	2024	% Levy Change	\$ Levy Change
General Fund	\$ 10,727,130	\$10,894,500	1.56%	\$167,370
Debt Service	\$ 4,845,716	\$4,823,265	-0.46%	\$(22,451)
TOTAL	\$15,572,846	\$15,717,765	1.10%	\$144,919

Tax Rate 2018-2024



Controlling the Tax Burden

Budget Themes



Controlling the Tax Burden



Funding Critical Infrastructure



Employee Compensation

A construction site at sunset. A large crane is on the left, and a building under construction is on the right. The sky is orange and yellow from the setting sun. Silhouettes of workers are visible on the scaffolding.

Funding Critical Infrastructure

\$1.5 million allocated for road paving

\$250,000 seal coating & crack filling

\$700,000 ARPA – Road Work

\$3 Million allocated for Water and Sewer projects

Budget Themes



Controlling the Tax Burden



Funding Critical Infrastructure



Employee Compensation

Employee Compensation

3% Performance Adjustment

Funded 2023 increased to
Public Safety Staff

Proposed adjustments to
Public Works Management

3% increase to Health
Insurance Premiums



Budget Drivers



AD-Automatic Deposit AP-Automatic Payment ATM-Teller Machine DC-Debit Card T-Tax Deductible				
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT AMOUNT	FEE
001	5/1	Mortgage	123612	
002	5/8	Supermarket (food)	8751	
003	5/11	Electricity	12785	
004	5/16	Real Estate Tax	35917	

Budget Drivers – Revenue

Fire Department Revenues

- Ambulance Fees
 - Increased Calls
 - Better rates from vendor
- State payments for I41 responses

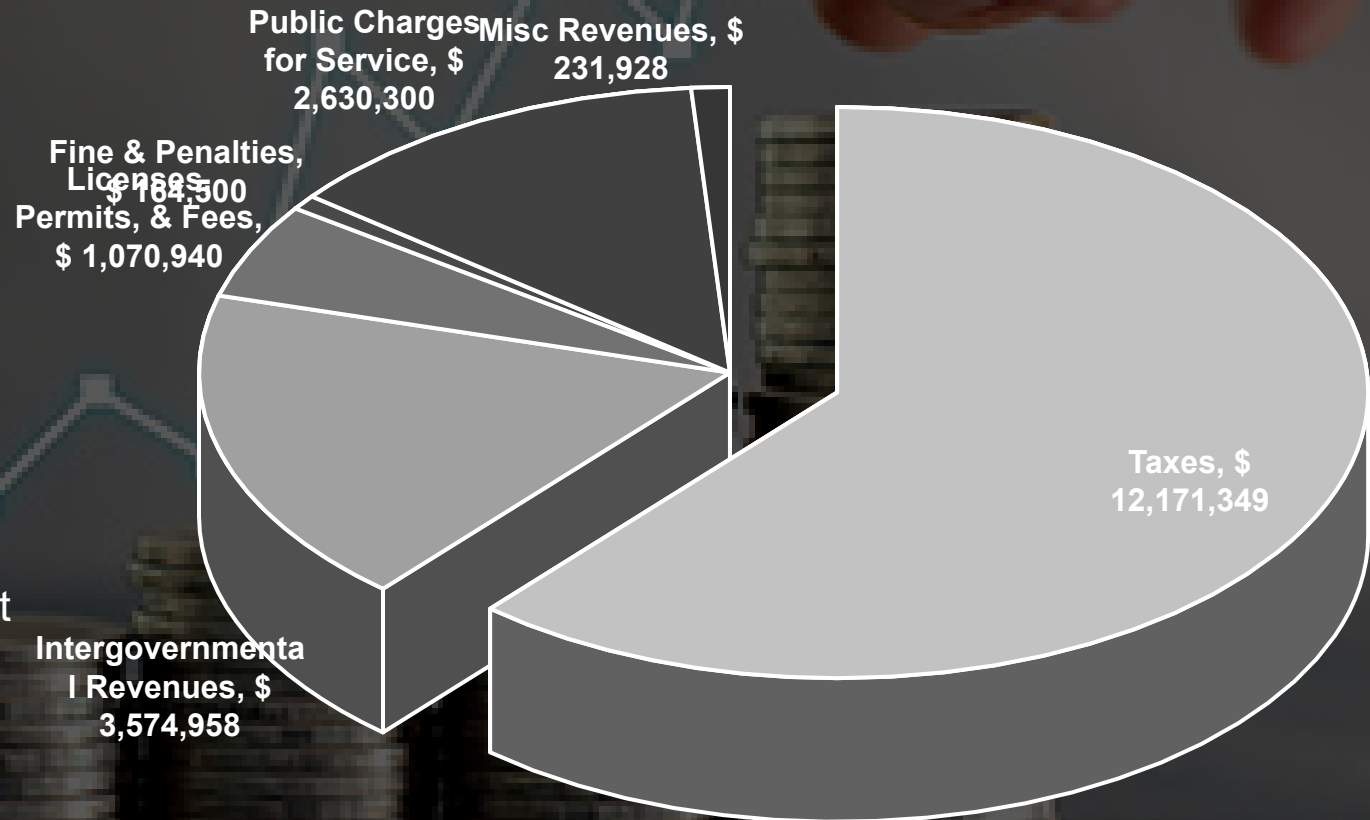
Intergovernmental Revenues

- State Shared Revenue
- State Transportation Aid

Community Development

- Projected decrease in development activity

Property Taxes



Budget Drivers



Budget Drivers - Expenses

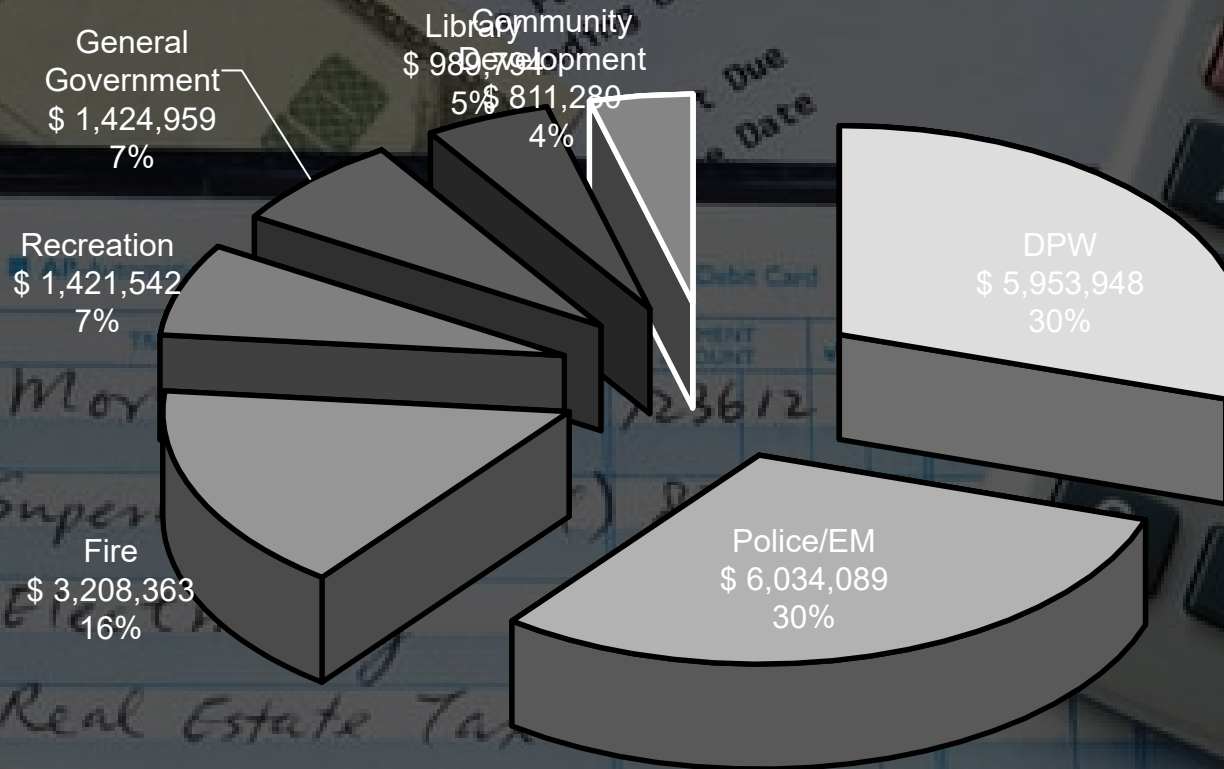
Inflation and Market Factors

- Gas & Oil
- State Salt Contract
- WM Contract

Compensation Adjustments

- 3% Pay Adjustment
- 3% Health Premium
- Public Works proposed compensation changes

Public Safety Calls for Service



Budget Drivers - Expenses

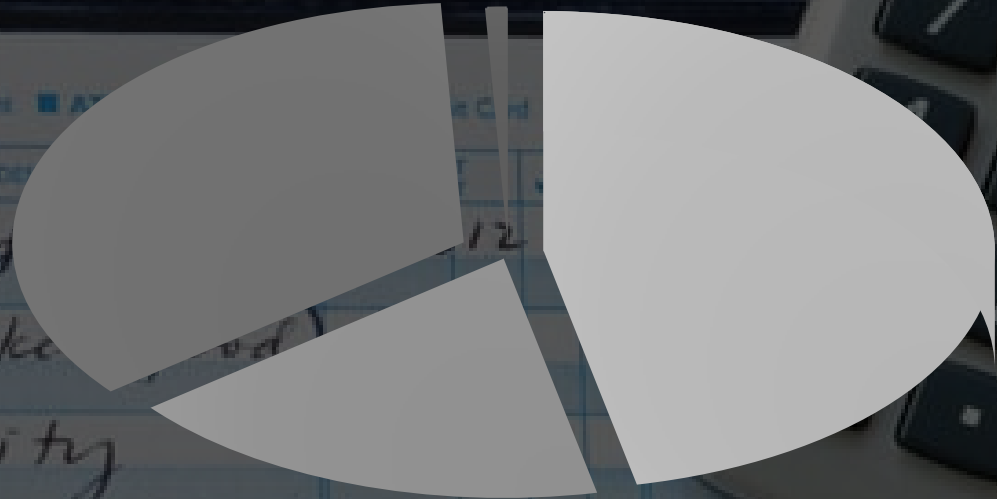
Inflation and Market Factors

- Gas & Oil
- State Salt Contract
- WM Contract

Compensation Adjustments

- 3% Pay Adjustment
- 3% Health Premium
- Public Works proposed compensation changes

Public Safety Calls for Service



Tax Levy

PROPOSED TAX LEVY	2023	2024	% LEVY CHANGE	\$ AMOUNT
By Fund	Budget	Budget		Difference
GENERAL FUND	10,727,130	10,894,500	1.56%	167,370
DEBT SERVICE	4,845,716	4,823,265	-0.46%	(22,451)
TOTAL LEVY	15,572,846	15,717,765	1.10%	144,919

2023 Budget Mill Rate



\$300,000

\$5.52

\$1,656

Tax Rate

Taxes Paid

2024 Budget Mill Rate



\$300,000

\$5.61

\$1,683

Impact on a Home

Impact on a Home

The average taxpayer will pay an additional \$27 in Village property taxes under the 2024 Recommended Budget



Thank you

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Schedule of Committee of the Whole Meetings on the 2024 Budget

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 230918 COW Meetings for 2024 Budget

RECOMMENDATION:

ACTION BY Committee:

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: September 18, 2023

AGENDA ITEM: New Business

ITEM TITLES: Schedule of Committee of the Whole Meetings on the 2024 Budget

SUBMITTED BY: Steven Kreklow, Village Administrator

SUMMARY EXPLANATION:

Based on the schedule of other Village meetings during September and October, statutory publication requirements for the public hearing on the 2024 budget and availability of Trustees who responded to a poll I sent out, I am recommending the following schedule for Committee of the Whole meetings on the 2024 budget:

6:30 on Tuesday September 26 – Public Safety Budgets

6:30 on Tuesday October 17 – Public Works Budgets

6:30 on Tuesday October 24 – All Other Budgets

6:30 on Wednesday October 25 – Wrap Up

Attached: Ordinance_____ Resolution_____ Other____

Recommendation:

Schedule Committee of the Whole Meetings on the 2024 Budget as recommended.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Presentation

ITEM TITLE: Ehlers TID Presentation - Update by Phil Cossun

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. TID 6 2022 Annual Report
2. TID 7 2022 Annual Report
3. TID 8 2022 Annual Report
4. TID #9 Amendment Project Plan Summary for JRB 221114

RECOMMENDATION:

ACTION BY Committee:

December 12, 2022

ANNUAL TAX INCREMENT DISTRICT REPORT FOR:

Village of Germantown, WI

Tax Increment District No. 6



Prepared by:

Ehlers
N21W23350 Ridgeview
Parkway West, Suite 100
Waukesha, WI 53188

Philip L. Cosson,
Senior Municipal Advisor

Jonathan Schatz
Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Annual Tax Increment District Report

Village of Germantown, Wisconsin Tax Increment District No. 6

Purpose: State law requires municipalities with an active Tax Incremental District (TID) to electronically file an Annual Report for each TID by July 1 of each calendar year. This is a summary of that filing to be used at the annually required meeting of the standing Joint Review Board.

District Summary: Tax Increment District No. 6 ("District") was created on May 19, 2014 as a Mixed-Use District. The purpose of the District is to promote the development of commercial and industrial properties within the Village.

The TID has an expenditure period that ends on May 19, 2029 and has a mandatory termination date of May 19, 2034.

Background Data:	Base Value	\$2,796,400
	Incremental Value (as of January 1, 2022)	\$35,190,300
	Year End Fund Balance (2021)	\$260,967
	Projected Closure (based on current cash flow*)	2033
	Original Projected Closure**	2034

* The Village expects to make additional projects costs through the end of the District's expenditure period. The projected closure year identified is based on current cash flow projections only.

**Reflects the projected closure date at the time of TID creation, or most recent Project Plan amendment.

Notes: Current increment development will support the repayment of current obligations through the projected District closure.

**Joint Review Board
Action:**

Resolution acknowledging filing of Annual TID Report and compliance with annual meeting requirements.

Attachments:

- TID Boundary Map
- TID Increment Projection
- TID Cash Flow Projection (Detail)
- State Submittal (DOR Form PE-300)

Willow Creek

business park
of Germantown



Village of Germantown, Wisconsin

Tax Increment District #6

Anticipated Buildout

Type of District	Mixed Use	Base Value	2,796,400
Creation Date	May 19, 2014	Appreciation Factor	0.50%
Valuation Date	Jan 1, 2014	Base Tax Rate	\$18.07
Max Life (Years)	20	Rate Adjustment Factor	
Expenditure Periods/Termination	15 5/19/2029		
Revenue Periods/Final Year	20 2035		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	N/A
Recipient District	No	Taxable Discount Rate	N/A

Construction Year	Value Added*	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
2 2015	(15,700)	2016	0	48,900	2017	\$17.53	857
3 2016	150,300	2017	0	199,200	2018	\$17.58	3,502
4 2017	4,094,000	2018	0	4,293,200	2019	\$17.72	76,076
5 2018	15,600,900	2019	0	19,894,100	2020	\$17.76	353,257
6 2019	12,055,100	2020	0	31,949,200	2021	\$18.17	580,659
7 2020	(1,285,100)	2021	0	30,664,100	2022	\$16.70	512,090
8 2021	4,590,800	2022	0	35,254,900	2023	\$16.70	588,757
9 2022		2023	176,275	35,431,175	2024	\$16.70	591,701
10 2023		2024	177,156	35,608,330	2025	\$16.70	594,659
11 2024		2025	178,042	35,786,372	2026	\$16.70	597,632
12 2025		2026	178,932	35,965,304	2027	\$16.70	600,621
13 2026		2027	179,827	36,145,130	2028	\$16.70	603,624
14 2027		2028	180,726	36,325,856	2029	\$16.70	606,642
15 2028		2029	181,629	36,507,485	2030	\$16.70	609,675
16 2029		2030	182,537	36,690,023	2031	\$16.70	612,723
17 2030		2031	183,450	36,873,473	2032	\$16.70	615,787
18 2031		2032	184,367	37,057,840	2033	\$16.70	618,866
19 2032		2033	185,289	37,243,129	2034	\$16.70	621,960
20 2033		2034	186,216	37,429,345	2035	\$16.70	625,070
Totals	35,254,900		2,738,697		Future Value of Increment		11,309,350

Notes:

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

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

* Development Assumptions:

	Construction Year		
	2017	2018	2021
Discount Ramp	4,094,000		
Metro Cigars		\$750,000	
Ryan Companies		\$9,000,000	
Similar Bldg to Ryan Companies			\$ 9,000,000
	\$ 4,094,000	\$9,750,000	\$ 9,000,000

Village of Germantown, Wisconsin

Tax Increment District #6

Cash Flow Projection

Year	Projected Cash Inflows				Projected Cash Outflows									Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Misc. Revenues	Total Revenues	G.O. Bond 5,405,000 Dated: 10/01/14		Water Rev. Bond 555,000 Dated: 05/25/22						Total Expenditures				
					Principal	Interest	Principal	Interest	Professional Svcs	Project Expenditures	DOR Fees	Admin.		Annual	Cumulative	Principal Outstanding	
2019	76,076	474	176,504	253,054		184,713			7,727	50,000	150	7,932	250,522	2,532	3,945	5,405,000	2019
2020	353,257	377	360	353,994	150,000	182,463			3,743		150	6,521	342,877	11,118	15,063	5,255,000	2020
2021	580,659	12	599	581,270	150,000	177,963			1,893		150	5,360	335,366	245,904	260,967	5,105,000	2021
2022	512,090	1,305		513,395	280,000	171,513			8,000		150	10,000	469,663	43,733	304,700	5,380,000	2022
2023	588,757	1,523		590,280	280,000	161,713	25,000	29,100	8,000		150	10,000	513,963	76,317	381,017	5,075,000	2023
2024	591,701	1,905		593,606	330,000	149,513	30,000	18,775	8,000		150	10,000	546,438	47,168	428,185	4,715,000	2024
2025	594,659	2,141		596,800	380,000	135,313	40,000	17,375	8,000		150	10,000	590,838	5,962	434,148	4,295,000	2025
2026	597,632	2,171		599,803	380,000	120,113	40,000	15,775	8,000		150	10,000	574,038	25,766	459,913	3,875,000	2026
2027	600,621	2,300		602,920	405,000	106,438	40,000	14,175	8,000		150	10,000	583,763	19,158	479,071	3,430,000	2027
2028	603,624	2,395		606,019	415,000	94,138	45,000	12,475	8,000		150	10,000	584,763	21,256	500,327	2,970,000	2028
2029	606,642	2,502		609,143	425,000	81,538	45,000	10,675	8,000		150	10,000	580,363	28,781	529,108	2,500,000	2029
2030	609,675	2,646		612,321	435,000	68,094	45,000	8,875	8,000		150	10,000	575,119	37,202	566,310	2,020,000	2030
2031	612,723	2,832		615,555	440,000	53,875	45,000	7,300	8,000		150	10,000	564,325	51,230	617,540	1,535,000	2031
2032	615,787	3,088		618,875	440,000	39,025	50,000	5,844	8,000		150	10,000	553,019	65,856	683,396	1,045,000	2032
2033	618,866	3,417		622,283	440,000	23,625	50,000	4,250	8,000		150	10,000	536,025	86,258	769,653	555,000	2033
2034	621,960	3,848		625,809	455,000	7,963	50,000	2,594	8,000		150	10,000	533,706	92,102	861,756	50,000	2034
2035	625,070	4,309		629,379			50,000	875	8,000		150	10,000	69,025	560,354	1,422,109	0	2035
Total	11,303,824	67,866	177,463	11,549,152	5,405,000	1,757,994	555,000	148,088		50,000		199,813	8,267,809				Total

Notes:

¹ Miscellaneous Revenue Sources include use of MLG Escrow Balance and Village Advance

TID Closure when Cum Bal exceeds Principal

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 1 - Municipality and TID					
Co-muni code 66131	Municipality GERMANTOWN		County WASHINGTON	Due date 07/01/2022	Report type ORIGINAL
TID number 006	TID type 6	TID name TID No 6	Creation date 05/19/2014	Mandatory termination date 05/19/2034	Expected termination date N/A

Section 2 - Beginning Balance	Amount
TID fund balance at beginning of year	\$15,062

Section 3 - Revenue	Amount
Tax increment	\$580,659
Investment income	\$12
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$599
Sale of property	\$0
Allocation from another TID	
TID number	
Developer guarantees	
Developer name	
Transfer from other funds	
Source	
Grants	
Source	
Other revenue	
Source	
Total Revenue (deposits)	\$581,270

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
------------------------	--------------------------	-----------------------------------

Section 4 - Expenditures	Amount
Capital expenditures	
Administration	\$5,360
Professional services	\$1,893
Interest and fiscal charges	\$177,963
DOR fees	\$150
Discount on long-term debt	
Debt issuance costs	
Principal on long-term debt	\$150,000
Environmental costs	
Real property assembly costs	
Allocation to another TID	
TID number	
Developer grants	
Developer name n/a	\$0
Transfer to other funds	
Fund	
Other expenditures	
Name	
Total Expenditures	\$335,366

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$260,966
Future costs	\$6,500,000
Future revenue	\$7,500,000
Surplus or deficit	\$1,260,966

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 6 - Contact Information

Contact name Deanna Braunschweig	Contact title Village Clerk / Treasurer
Contact email dbraunschweig@village.germantown.wi.us	Contact phone (252) 250-4745

December 9, 2022

ANNUAL TAX INCREMENT DISTRICT REPORT FOR:

Village of Germantown, WI

Tax Increment District No. 7



Prepared by:

Ehlers
N21W23350 Ridgeview
Parkway West, Suite 100
Waukesha, WI 53188

Philip L. Cosson,
Senior Municipal Advisor

Jonathan Schatz,
Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Annual Tax Increment District Report

Germantown, Wisconsin Tax Increment District No. 7

Purpose: State law requires municipalities with an active Tax Incremental District (TID) to electronically file an Annual Report for each TID by July 1 of each calendar year. This is a summary of that filing to be used at the annually required meeting of the standing Joint Review Board.

District Summary: Tax Increment District No. 7 ("District") was created on December 18, 2017 as an Industrial District. TID #7 was amended in 2021 in order to add territory and amend the project plan.

The TID has an expenditure period that ends on December 18, 2032 and has a mandatory termination date of December 18, 2039.

Background Data:	Base Value	\$9,642,400
	Incremental Value (as of January 1, 2022)	\$6,833,800
	Year End Fund Balance (2020)	\$(90,789)
	Projected Closure (based on current cash flow*)	2031
	Original Projected Closure**	2039

* The Village expects to make additional projects costs through the end of the District's expenditure period. The projected closure year identified is based on current cash flow projections only.

**Reflects the projected closure date at the time of TID creation, or most recent Project Plan amendment.

Notes: This District was created to capture economic growth related to the JW Speaker development. So far development has not created sufficient increment to cover the District's expenses, however the Company is required to make shortfall payments related to the 2018 borrowing.

In 2021, the TID was amended in order to add territory and amend the project plan to account for the planned Capstone Quadrangle industrial park development.

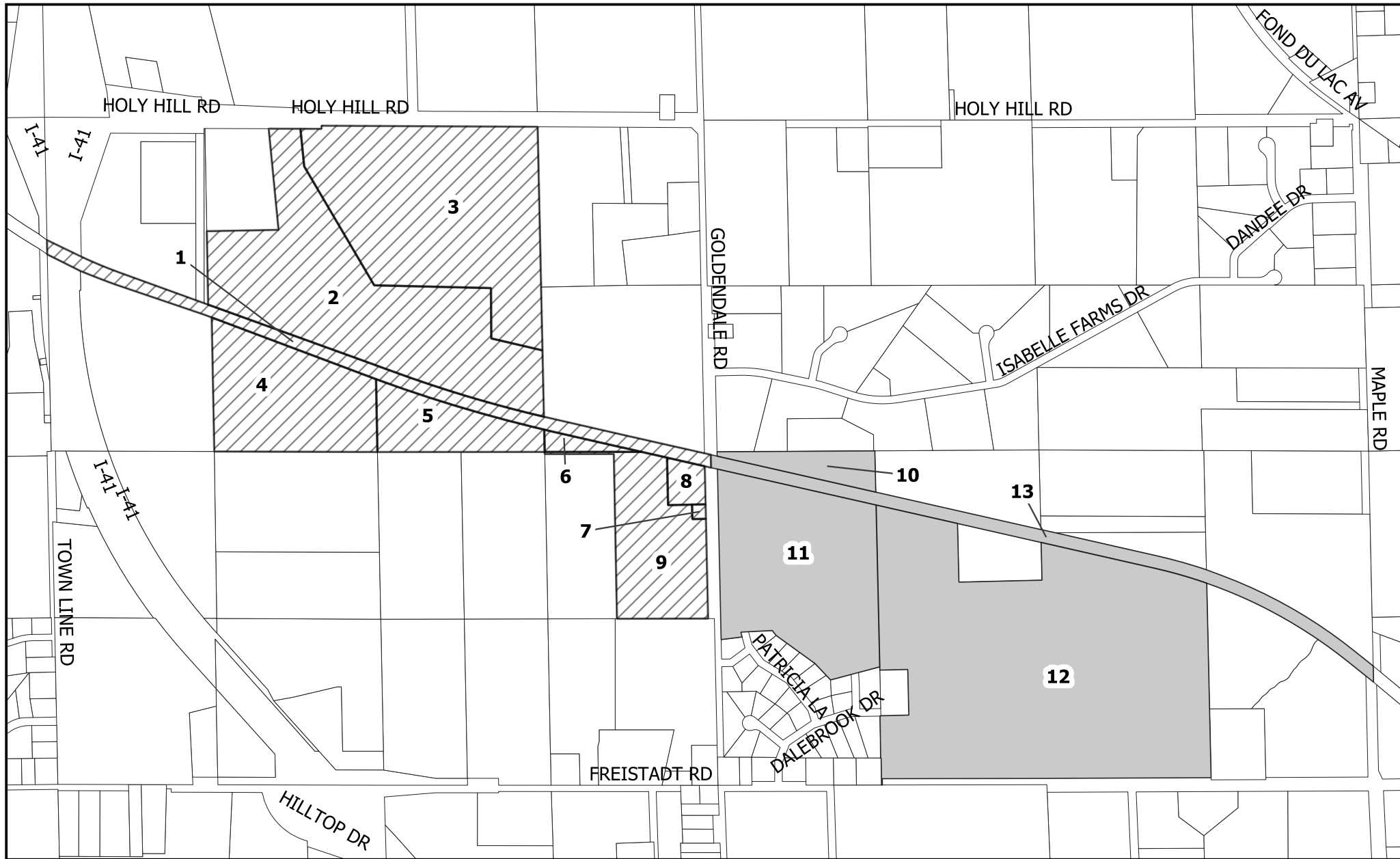
**Joint Review Board
Action:**

Resolution acknowledging filing of Annual TID Report and compliance with annual meeting requirements.

Attachments:

- TID Boundary Map
- TID Cash Flow Projection (Detail)
- State Submittal (DOR Form PE-300)

Amendment to TID 7



0 1,000 2,000 ft



■ TID 7 Existing
▨ TID 7 Amendment

Village of Germantown

Tax Increment District #7

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	9,642,400
Creation Date	December 18, 2017	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2018	Base Tax Rate	\$17.68
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Periods/Termination	15 12/18/2032		
Revenue Periods/Final Year	20 2039		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	2.50%
Adverse Impact Eligibility		Taxable Discount Rate	3.00%
Recipient District	No		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1 2018	2,366,700	2019	0	2,366,700	2020	\$17.76	42,025
2 2019	2,424,100	2020	0	4,790,800	2021	\$18.17	87,070
3 2020	(464,600)	2021	0	4,326,200	2022	\$16.70	72,248
4 2021	2,507,600	2022	0	6,833,800	2023	\$16.70	114,124
5 2022	14,463,750	2023	0	21,297,550	2024	\$16.70	355,669
6 2023	0	2024	0	21,297,550	2025	\$16.70	355,669
7 2024	27,788,992	2025	0	49,086,542	2026	\$16.70	819,745
8 2025	0	2026	0	49,086,542	2027	\$16.70	819,745
9 2026	0	2027	0	49,086,542	2028	\$16.70	819,745
10 2027	24,072,372	2028	0	73,158,914	2029	\$16.70	1,221,754
11 2028	0	2029	0	73,158,914	2030	\$16.70	1,221,754
12 2029	0	2030	0	73,158,914	2031	\$16.70	1,221,754
13 2030	0	2031	0	73,158,914	2032	\$16.70	1,221,754
14 2031	0	2032	0	73,158,914	2033	\$16.70	1,221,754
15 2032	0	2033	0	73,158,914	2034	\$16.70	1,221,754
16 2033	0	2034	0	73,158,914	2035	\$16.70	1,221,754
17 2034	0	2035	0	73,158,914	2036	\$16.70	1,221,754
18 2035	0	2036	0	73,158,914	2037	\$16.70	1,221,754
19 2036	0	2037	0	73,158,914	2038	\$16.70	1,221,754
20 2037	0	2038	0	73,158,914	2039	\$16.70	1,221,754
Totals	73,158,914		0		Future Value of Increment		16,925,334

Notes:

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

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

Village of Germantown																						
Tax Increment District #7																						
Financing Plan																						
Year	Projected Revenues						Expenditures										Balances			Year		
	Tax Increments	Interest on Fund Balance	JW Speaker Shortfall Pmt	Bid Premium	Other Revenue	Total Revenues	GO Bonds, Series 2018A		GO Notes, Series 2022A		Taxable GO Notes, Series 2022B		Water Revenue Bonds, 2022C		DOR Fees	Professional Services	Admin.	Total Expenditures	Annual		Cumulative	Principal Outstanding
							Dated Date:	06/06/18	Dated Date:	05/25/22	Dated Date:	05/25/22	Dated Date:	05/25/22								
							2,480,000		710,000		2,550,000		685,000									
2019		0.75%																				
2020	42,025	10,383	0			10,383									162		37,060	1,519,356	88,519	From Audit	2019	
		519	0		13,231	55,775									150	9,192	7,452	92,544	51,750	2,480,000	2020	
2021	87,070	31	0	0		87,101	120,000	3.00%	75,750						150	13,556	20,184	229,640	(142,539)	(90,789)	3,070,000	2021
2022	72,248	0	118,102	0		190,350	120,000	3.00%	70,350								5,000	195,350	(5,000)	(95,789)	2,950,000	2022
2023	114,124	0	72,626	18,488		205,238	120,000	3.00%	66,750	32,860	107,400		34,967				5,000	401,943	(196,705)	(292,494)	2,830,000	2023
2024	355,669	0	104,524			460,193	120,000	3.00%	63,150	25,550		83,508	24,069				5,000	345,345	114,848	(177,646)	2,710,000	2024
2025	355,669	0	110,774			466,443	130,000	3.00%	59,400	75,000	24,050	83,508	23,469				5,000	483,895	(17,452)	(195,098)	2,505,000	2025
2026	819,745	0	121,649			941,394	145,000	3.00%	55,275	85,000	20,850	300,000	78,633	55,000		21,769	5,000	843,295	98,099	(96,998)	2,275,000	2026
2027	819,745	0	122,224			941,969	150,000	3.00%	50,850	85,000	17,450	310,000	68,720	60,000		19,469	5,000	845,958	96,012	(987)	2,040,000	2027
2028	819,745	0	117,724			937,469	150,000	3.00%	46,350	90,000	13,950	325,000	58,401	60,000		17,069	5,000	842,839	94,631	93,644	1,800,000	2028
2029	1,221,754	702				1,222,456	225,000	3.00%	40,725	90,000	10,350	375,000	47,026	60,000		14,669	5,000	942,439	280,017	373,661	1,485,000	2029
2030	1,221,754	2,802				1,224,556	300,000	3.00%	32,850	95,000	7,125	400,000	34,433	60,000		12,269	5,000	1,018,945	205,611	579,273	1,090,000	2030
2031	1,221,754	4,345				1,226,098	300,000	3.10%	23,700	95,000	4,275	415,000	21,085	65,000		10,094	5,000	1,014,248	211,851	791,124	695,000	2031
2032	1,221,754	5,933				1,227,687	300,000	3.15%	14,325	95,000	1,425	425,000	7,119	65,000		8,103	15,000	1,004,075	223,612	1,014,736	300,000	2032
2033	1,221,754	7,611				1,229,364	300,000	3.20%	4,800					70,000		5,950		456,700	772,664	1,787,400	0	2033
2034	1,221,754	13,406				1,235,159								70,000		3,631		147,263	1,087,897	2,875,297	0	2034
2035	1,221,754	21,565				1,243,319								70,000		1,225		142,450	1,100,869	3,976,166	0	2035
2036	1,221,754	29,821				1,251,575												0	1,251,575	5,227,741	0	2036
2037	1,221,754	39,208				1,260,962												0	1,260,962	6,488,703	0	2037
2038	1,221,754	48,665				1,270,419												0	1,270,419	7,759,122	0	2038
2039	1,221,754	58,193				1,279,947												0	1,279,947	9,039,069	0	2039
Total	16,925,334	243,184	767,623	18,488	13,231	17,967,860	2,480,000	755,775	710,000	157,885	2,550,000	589,831	665,000	196,751	462	129,696	10,526,283				Total	
Notes:																						

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 1 - Municipality and TID					
Co-muni code 66131	Municipality GERMANTOWN		County WASHINGTON	Due date 07/01/2022	Report type ORIGINAL
TID number 007	TID type 5	TID name TID No 7	Creation date 12/18/2017	Mandatory termination date 12/18/2038	Expected termination date N/A

Section 2 - Beginning Balance	Amount
TID fund balance at beginning of year	\$51,750

Section 3 - Revenue	Amount
Tax increment	\$87,070
Investment income	\$31
Debt proceeds	
Special assessments	
Shared revenue	
Sale of property	
Allocation from another TID	
TID number	
Developer guarantees	
Developer name	
Transfer from other funds	
Source	
Grants	
Source	
Other revenue	
Source	
Total Revenue (deposits)	\$87,101

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 4 - Expenditures	Amount
Capital expenditures	
Administration	\$20,184
Professional services	\$13,556
Interest and fiscal charges	\$75,750
DOR fees	\$150
Discount on long-term debt	
Debt issuance costs	
Principal on long-term debt	\$120,000
Environmental costs	
Real property assembly costs	
Allocation to another TID	
TID number	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Fund	
Other expenditures	
Name	
Total Expenditures	\$229,640

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$-90,789
Future costs	\$7,600,000
Future revenue	\$17,838,930
Surplus or deficit	\$10,148,141

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 6 - Contact Information

Contact name Deanna Braunschweig	Contact title Village Clerk / Treasurer
Contact email dbraunschweig@village.germantown.wi.us	Contact phone (252) 250-4745

December 7, 2020

ANNUAL TAX INCREMENT DISTRICT REPORT FOR:

Village of Germantown, WI

Tax Increment District No. 8



Prepared by:

Ehlers
N21W23350 Ridgeview
Parkway West, Suite 100
Waukesha, WI 53188

Philip L. Cosson,
Senior Municipal Advisor

Jonathan Schatz
Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Annual Tax Increment District Report

Germantown, Wisconsin

Tax Increment District No. 8

Purpose:

State law requires municipalities with an active Tax Incremental District (TID) to electronically file an Annual Report for each TID by July 1 of each calendar year. This is a summary of that filing to be used at the annually required meeting of the standing Joint Review Board.

District Summary:

Tax Increment District No. 8 ("District") was created on July 2, 2018 as Mixed-Use District. This District was created to spur development around the Briggs & Stratton project.

The TID has an expenditure period that ends on July 2, 2033 and has a mandatory termination date of July 2, 2038.

Background Data:

Base Value	\$640,700
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Incremental Value (as of January 1, 2021)	\$123,979,600
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Year End Fund Balance (2020)	\$1,894,870
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Projected Closure (based on current cash flow*)	2031
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Original Projected Closure**	2038
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* The Village expects to make additional projects costs through the end of the District's expenditure period. The projected closure year identified is based on current cash flow projections only.

**Reflects the projected closure date at the time of TID creation, or most recent Project Plan amendment.

Notes:

The model projects additional development in 2022

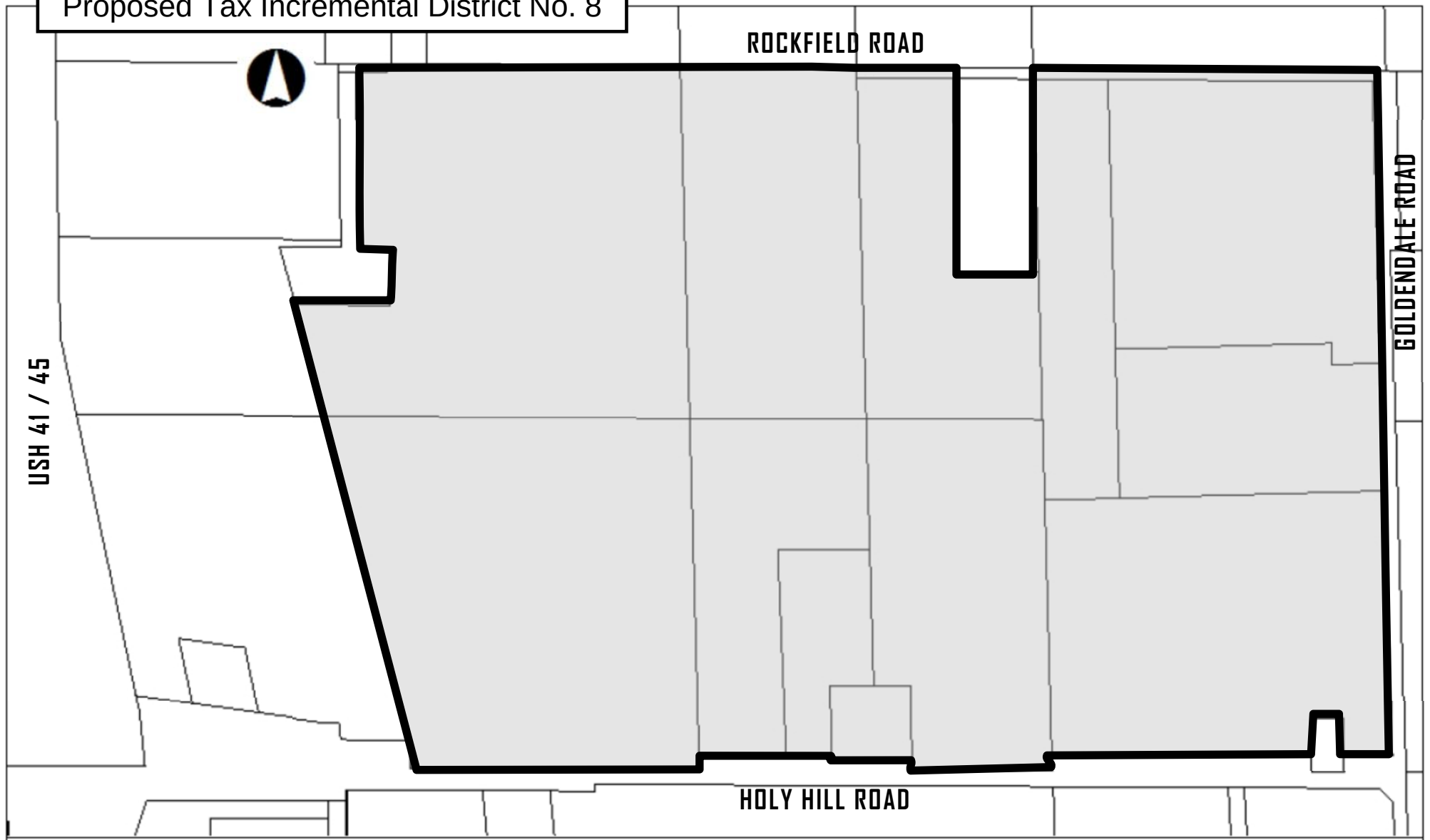
Joint Review Board Action:

Resolution acknowledging filing of Annual TID Report and compliance with annual meeting requirements.

Attachments:

- TID Boundary Map
- TID Cash Flow Projection (Detail)
- State Submittal (DOR Form PE-300)

Village of Germantown
Proposed Tax Incremental District No. 8



Village of Germantown

Tax Increment District #8

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	640,700
District Creation Date	July 2, 2018	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2018	Base Tax Rate	\$17.72
Max Life (Years)	20	Rate Adjustment Factor	
Expenditure Period/Termination	15 7/2/2033		
Revenue Periods/Final Year	20 2038		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	No		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1 2018	13,359,300	2019	0	13,359,300	2020	\$17.76	237,261
2 2019	61,107,600	2020	0	74,466,900	2021	\$18.17	1,353,064
3 2020	28,092,100	2021	0	102,559,000	2022	\$16.70	1,712,735
4 2021	21,420,600	2022	0	123,979,600	2023	\$16.70	2,070,459
5 2022	0	2023	0	123,979,600	2024	\$16.70	2,070,459
6 2023	0	2024	0	123,979,600	2025	\$16.70	2,070,459
7 2024	0	2025	0	123,979,600	2026	\$16.70	2,070,459
8 2025	0	2026	0	123,979,600	2027	\$16.70	2,070,459
9 2026	0	2027	0	123,979,600	2028	\$16.70	2,070,459
10 2027	0	2028	0	123,979,600	2029	\$16.70	2,070,459
11 2028	0	2029	0	123,979,600	2030	\$16.70	2,070,459
12 2029	0	2030	0	123,979,600	2031	\$16.70	2,070,459
13 2030	0	2031	0	123,979,600	2032	\$16.70	2,070,459
14 2031	0	2032	0	123,979,600	2033	\$16.70	2,070,459
15 2032	0	2033	0	123,979,600	2034	\$16.70	2,070,459
16 2033	0	2034	0	123,979,600	2035	\$16.70	2,070,459
17 2034	0	2035	0	123,979,600	2036	\$16.70	2,070,459
18 2035	0	2036	0	123,979,600	2037	\$16.70	2,070,459
19 2036	0	2037	0	123,979,600	2038	\$16.70	2,070,459
20 2037	0	2038	0	123,979,600	2039	\$16.70	2,070,459
Totals	123,979,600		0		Future Value of Increment		38,500,868

Notes:

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

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

Village of Germantown																										
Tax Increment District #8																										
Cash Flow Projection																										
Year	Projected Revenues					Expenditures															Balances			Year		
	Tax Increments	Interest Earnings/ (Cost)	Misc. Revenue	Bond Proceeds	Total Revenues	Tax Exempt Bonds, Series 2019A 6,725,000			Taxable Bonds, Series 2019B 1,755,000			GO Corp Purpose Bonds, Series 2019D 7,850,000			Municipal Rev. Obligation (MRO) 1,000,000		Professional Services/Debt Land Misc Expenditures/ Admin.					Total Expenditures	Cumulative (less bond proceeds) Principal			
						Dated Date: 02/05/19		Interest	Dated Date: 02/05/19		Interest	Dated Date: 12/11/19		Interest	Dated Date: 11/01/18		Project Costs	Issuance Costs	Purchase	DOR Fees	Admin.		Annual		Outstanding	
						Prin (3/1)	Rate		Prin (3/1)	Rate		Prin (3/1)	Rate		Principal	Interest										
2019		1.50%				0		116,356	0		26,406						8,241,367	333,982	502,120	1,339	99,792	9,321,362	7,599,069	7,599,069	17,330,000	2019
2020	237,220	78,092	64,853	16,777,486	16,920,431	0		238,000	0		54,013		4.00%	163,204			1,763,425	5,852		150	21,533	2,246,177	(1,956,674)	5,642,395	17,330,000	2020
2021	1,353,394	38,477	13,806		289,503	100,000	5.00%	235,500	65,000	3.00%	53,038	35,000	4.00%	225,275	105,277		4,162,841	72,911		150	49,135	5,104,127	(3,747,525)	1,894,870	17,130,000	2021
2022	1,863,952	3,207			1,356,601	100,000	5.00%	230,500	80,000	3.00%	50,863	185,000	4.00%	298,356	42,849	36,697					7,500	1,031,764	860,611	2,755,481	16,722,151	2022
2023	1,954,824	28,423			1,892,375	100,000	5.00%	225,500	165,000	3.00%	47,188	205,000	4.00%	285,956	44,487	35,059					7,500	1,115,689	880,467	3,635,948	16,207,664	2023
2024	1,954,824	41,332			1,996,157	100,000	5.00%	220,500	180,000	3.00%	42,013	235,000	4.00%	272,456	46,187	33,359					7,500	1,137,014	872,349	4,508,297	15,646,477	2024
2025	1,954,824	54,539			2,009,364	125,000	5.00%	214,875	200,000	3.05%	36,263	265,000	4.00%	257,556	47,952	31,594					7,500	1,185,739	836,710	5,345,007	15,008,526	2025
2026	1,954,824	67,624			2,022,449	125,000	5.00%	208,625	225,000	3.15%	29,669	395,000	4.00%	239,256	49,784	29,761					7,500	1,309,596	725,404	6,070,411	14,213,741	2026
2027	1,954,824	80,175			2,035,000	150,000	5.00%	201,750	250,000	3.20%	22,125	425,000	4.00%	217,556	51,687	27,859					7,500	1,353,477	692,404	6,762,814	13,337,054	2027
2028	1,954,824	91,056			2,045,881	175,000	5.00%	193,625	265,000	3.30%	13,753	455,000	3.00%	197,431	53,662	25,883					7,500	1,386,854	669,412	7,432,227	12,388,392	2028
2029	1,954,824	101,442			2,056,267	250,000	4.00%	184,250	280,000	3.35%	4,690	510,000	3.00%	178,681	55,713	23,833					7,500	1,494,667	571,641	8,003,868	11,292,679	2029
2030	1,954,824	111,483			2,066,308	550,000	4.00%	168,250				515,000	2.25%	161,375	57,842	21,703					7,500	1,481,671	593,212	8,597,079	10,169,836	2030
2031	1,954,824	120,058			2,074,882	600,000	3.00%	148,250				515,000	2.25%	146,356	60,053	19,493					7,500	1,496,652	587,129	9,184,208	8,994,784	2031
2032	1,954,824	128,956			2,083,781	600,000	3.00%	130,250				515,000	2.38%	130,863	62,348	17,198					7,500	1,463,158	629,429	9,813,638	7,817,436	2032
2033	1,954,824	137,763			2,092,588	600,000	3.00%	112,250				515,000	2.38%	114,891	64,731	14,815					7,500	1,429,186	672,843	10,486,480	6,637,705	2033
2034	1,954,824	147,205			2,102,029	600,000	3.00%	93,875				515,000	2.50%	98,375	67,204	12,341					7,500	1,394,296	717,826	11,204,306	5,455,501	2034
2035	1,954,824	157,297			2,112,122	625,000	3.13%	74,344				510,000	2.50%	81,375	69,773	9,773					7,500	1,377,764	745,125	11,949,431	4,250,728	2035
2036	1,954,824	168,065			2,122,889	625,000	3.25%	54,031				510,000	2.50%	64,313	72,439	7,107					7,500	1,340,389	793,677	12,743,108	3,043,289	2036
2037	1,954,824	179,241			2,134,066	650,000	3.25%	32,906				510,000	2.63%	46,694	75,207	4,338					7,500	1,326,646	819,325	13,562,433	1,808,082	2037
2038	1,954,824	191,147			2,145,971	650,000	3.38%	10,969				510,000	2.63%	28,581	78,082	1,464					7,500	1,286,596	871,665	14,434,098	570,000	2038
2039	1,954,824	203,436			2,158,261							525,000	2.75%	9,763							7,500	542,263	1,629,073	16,063,172	45,000	2039
2040		216,511			2,171,336																7,500	7,500	233,448	16,296,619	45,000	2040
Total	36,686,582	2,586,479		16,777,486	56,129,206	6,725,000		3,094,606	1,710,000		380,017	7,850,000		3,218,313	1,000,000	457,554	14,167,633	412,745		312,960	39,832,587					Total
Notes:																					Projected TID Closure					

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 1 - Municipality and TID					
Co-muni code 66131	Municipality GERMANTOWN		County WASHINGTON	Due date 07/01/2022	Report type ORIGINAL
TID number 008	TID type 5	TID name TID No 8	Creation date 07/02/2018	Mandatory termination date 07/02/2038	Expected termination date N/A

Section 2 - Beginning Balance	Amount
TID fund balance at beginning of year	\$5,642,394

Section 3 - Revenue	Amount
Tax increment	\$1,353,395
Investment income	\$3,207
Debt proceeds	
Special assessments	
Shared revenue	
Sale of property	
Allocation from another TID	
TID number	
Developer guarantees	
Developer name	
Transfer from other funds	
Source	
Grants	
Source	
Other revenue	
Source	
Total Revenue (deposits)	\$1,356,602

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 4 - Expenditures	Amount
Capital expenditures	\$4,162,841
Administration	\$49,135
Professional services	\$72,911
Interest and fiscal charges	\$513,813
DOR fees	\$150
Discount on long-term debt	
Debt issuance costs	
Principal on long-term debt	\$200,000
Environmental costs	
Real property assembly costs	
Allocation to another TID	
TID number	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Fund	
Other expenditures	
Name INCENTIVE REBATE	\$105,277
Total Expenditures	\$5,104,127

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$1,894,869
Future costs	\$35,671,236
Future revenue	\$57,609,353
Surplus or deficit	\$23,832,986

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 6 - Contact Information

Contact name Deanna Braunschweig	Contact title Village Clerk / Treasurer
Contact email dbraunschweig@village.germantown.wi.us	Contact phone (252) 250-4745



TID #9 Amendment Summary

Phil Cosson, Senior Municipal Advisor

Jonathan Schatz, Municipal Advisor

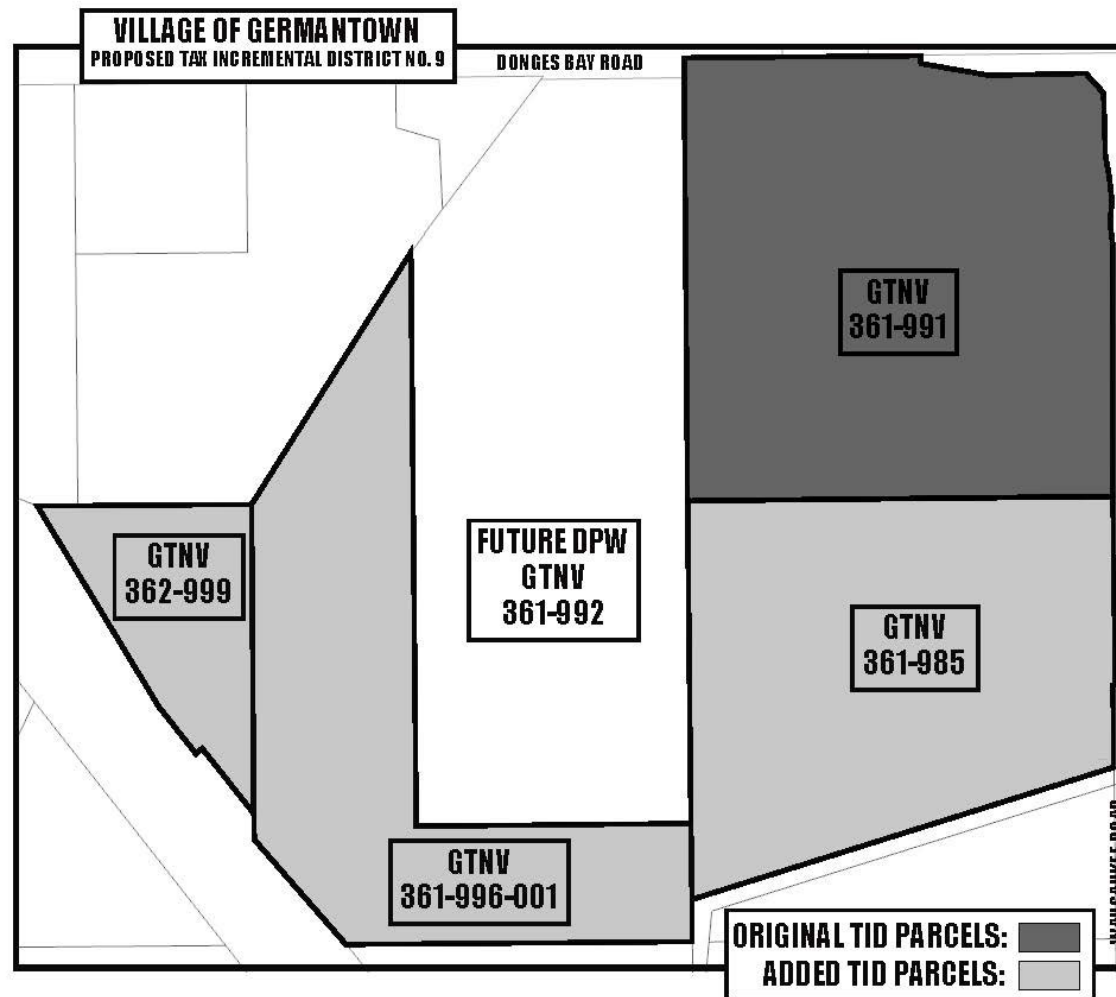


TID 9 Boundary and Project Plan Amendment

- Amendment of recently created Industrial Tax Incremental District (TID #9) on the east side of the Village.
- Adds 61.92 acres to TID in order to add parcels that may add new incremental value in the near future (does not include the DPW parcel).
- Additional \$2.5 million new value added to development assumptions due to Stonecast project, and revised estimates from new industrial project.
- Project list remains the same.
- Cash flow updated with financing plan for upcoming borrowing.
- **New value allows the TID to close 3 years earlier.**



TID #9 Amended Boundary Map





TID #9 Amendment Overview

- The analysis presented here includes the TID-only portion of expected costs. Village-financed costs related to the DPW Garage will be financed outside of the TID and their impacts are not included in this analysis.
- Development incentive included for planned industrial development (\$1.6 million) will be structured as PAYGO, incentive is not paid unless specified value is created. This will be formalized in a development agreement.
- Amended boundary is 100.07 acres, base value is \$388,752, expected value after improvements is \$28.1 million.



Village of Germantown

Tax Increment District #9

Estimated Project List

		2022-2024
Project ID	Project Name/Type ¹	
1	Public Improvements - Onsite	2,175,348
2	Public Improvements - Offsite	399,200
3	Dry Utilities	750,000
4	Contingency/A&E	1,163,592
5	Land Acquisition	3,000,000
6	Development Incentive (PAYGO)	1,631,692
7	Professional Services	50,000
Total Projects		<u>9,119,832</u>

Notes:

Note 1 Project costs are estimates per Village staff.

Note 2 Costs for non-TID portion are **not** included in this model.

Only the PAYGO estimate (#6) is changed from the creation list to reflect ongoing discussions with the developer.



Village of Germantown

Tax Increment District #9

Development Assumptions

Construction Year		Building 1 ¹	Building 2 ²	Demolition of Existing Buildings	Stonecast Expansion	Annual Total	Construction Year	
1	2022	0		(77,100)		(77,100)	2022	1
2	2023	3,000,000			750,000	3,750,000	2023	2
3	2024	17,000,000				17,000,000	2024	3
4	2025		7,500,000			7,500,000	2025	4
5	2026					0	2026	5
6	2027					0	2027	6
7	2028					0	2028	7
8	2029					0	2029	8
9	2030					0	2030	9
10	2031					0	2031	10
Totals		<u>20,000,000</u>	<u>7,500,000</u>	<u>(77,100)</u>	<u>750,000</u>	<u>28,172,900</u>		

Notes:

¹ Building 1 - Assumes a 375K SF building with a construction value of \$53 per SF completed in 2024. Minimum value of \$20M.

² Buildings 2 - Assumes a 100K SF constructed at a value of \$75 per SF completed in 2025. Minimum value of \$7.5M.

Updated to include Stonecast project, increases in projected industrial development due to discussions with developer.



Village of Germantown

Tax Increment District #9

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	0
Creation Date	April 1, 2022	Appreciation Factor	0.50%
Valuation Date	Jan 1, 2022	Base Tax Rate	\$16.70
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Periods/Termination	15 4/1/2037		
Revenue Periods/Final Year	20 2043		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.00%
Adverse Impact Eligibility		Taxable Discount Rate	4.00%
Recipient District	No		

Construction			Valuation	Inflation	Total	Revenue		Tax
Year	Value Added		Year	Increment	Increment	Year	Tax Rate	Increment
1	2022	(77,100)	2023	0	(77,100)	2024	\$16.70	(1,287)
2	2023	3,750,000	2024	0	3,672,900	2025	\$16.70	61,332
3	2024	17,000,000	2025	18,365	20,691,265	2026	\$16.70	345,515
4	2025	7,500,000	2026	103,456	28,294,721	2027	\$16.70	472,481
5	2026	0	2027	141,474	28,436,194	2028	\$16.70	474,844
6	2027	0	2028	142,181	28,578,375	2029	\$16.70	477,218
7	2028	0	2029	142,892	28,721,267	2030	\$16.70	479,604
8	2029	0	2030	143,606	28,864,874	2031	\$16.70	482,002
9	2030	0	2031	144,324	29,009,198	2032	\$16.70	484,412
10	2031	0	2032	145,046	29,154,244	2033	\$16.70	486,834
11	2032	0	2033	145,771	29,300,015	2034	\$16.70	489,268
12	2033	0	2034	146,500	29,446,515	2035	\$16.70	491,715
13	2034	0	2035	147,233	29,593,748	2036	\$16.70	494,173
14	2035	0	2036	147,969	29,741,717	2037	\$16.70	496,644
15	2036	0	2037	148,709	29,890,425	2038	\$16.70	499,127
16	2037	0	2038	149,452	30,039,877	2039	\$16.70	501,623
17	2038	0	2039	150,199	30,190,077	2040	\$16.70	504,131
18	2039	0	2040	150,950	30,341,027	2041	\$16.70	506,652
19	2040	0	2041	151,705	30,492,732	2042	\$16.70	509,185
20	2041	0	2042	152,464	30,645,196	2043	\$16.70	511,731
Totals		28,172,900	2,472,296		Future Value of Increment			8,767,207

Notes:

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

Total increment (orange column) increased by roughly \$524k to reflect new value estimates.



Village of Germantown

Tax Increment District #9

Estimated Financing Plan

	G.O. Bond 2022	Note Anticipation Note 2022	Totals
Projects			
Public Improvements - Onsite	2,175,348		2,175,348
Public Improvements - Offsite	399,200		399,200
Dry Utilities	750,000		750,000
Contingency/A&E	1,163,592		1,163,592
Land Acquisition		3,032,440	3,032,440
Total Project Funds	4,488,140	3,032,440	7,520,580
Estimated Finance Related Expenses	120,230	68,875	189,105
Financial Advisor	25,000	25,000	50,000
Bond Counsel	16,000	15,000	31,000
Rating Agency Fee	18,500	12,500	31,000
Paying Agent	850	850	1,700
Underwriter Discount	12.00 59,880	5.00 15,525	75,405
Capitalized Interest	399,200	0	399,200
Total Financing Required	5,007,570	3,101,315	8,108,885
Estimated Interest	0.25% (4,675)	0.25% (1,264)	(5,939)
Assumed spend down (months)	5	2	0
Rounding	(12,895)	4,949	(7,946)
Net Issue Size	4,990,000	3,105,000	10,095,000
Notes:			



Village of Germantown

Tax Increment District #9

Cash Flow Projection - Amendment

Year	Projected Revenues					Expenditures										Balances			Year		
	Tax Increments	Interest Earnings/ (Cost)	Debt Proceeds	Land Sale Revenue TID Portion	Total Revenues	G.O. Bond 1,755,000			Note Anticipation Note 2,095,000						Total						
						Dated Date: 12/01/22			Dated Date: 12/01/22												
						Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	MRO Payment	MRO Balance - \$1.5M @ 5%	Land Purchase	TID Infrastructure	Admin.	Expenditures	Annual		Cumulative	Principal Outstanding
2022		1.00%				Note 1															
2023		15,853	3,850,000	2,075,000	5,925,000	0	3.85%	62,948		3.85%	75,139			2,575,000	1,729,749	35,000	4,339,749	1,585,251	1,585,251	3,850,000	2022
2024	(1,287)	14,580			13,293	0	3.90%	83,930		3.90%	100,185					5,000	143,086	(127,234)	1,458,017	3,850,000	2023
2025	61,332	12,822			74,154	0	3.90%	83,930		3.90%	100,185		1,500,000			5,000	189,115	(175,822)	1,282,195	3,850,000	2024
2026	345,515	11,672			357,187	70,000	4.05%	82,513	85,000	4.05%	98,464	274,674	1,286,592			5,000	189,115	(114,961)	1,167,234	5,481,692	2025
2027	472,481	9,088			481,569	75,000	4.10%	79,558	85,000	4.10%	95,000	402,012	928,809			5,000	615,651	(258,464)	908,770	5,052,018	2026
2028	474,844	6,488			481,332	75,000	4.15%	76,464	90,000	4.15%	91,390	404,868	550,138			5,000	741,569	(260,000)	648,770	4,490,006	2027
2029	477,218	3,874			481,092	80,000	4.20%	73,228	95,000	4.20%	87,528	550,138				5,000	742,722	(261,390)	387,380	3,920,138	2028
2030	479,604	0			479,604	85,000	4.30%	69,720	100,000	4.30%	83,383					5,000	890,893	(409,801)	(22,421)	3,195,000	2029
2031	482,002	1,141			483,143	85,000	4.45%	66,001	105,000	4.45%	78,896					5,000	343,103	136,502	114,081	3,010,000	2030
2032	484,412	2,573			486,986	90,000	4.55%	62,063	110,000	4.55%	74,058					5,000	339,898	143,246	257,326	2,820,000	2031
2033	486,834	4,032			490,866	95,000	4.60%	57,830	115,000	4.60%	68,910					5,000	341,120	145,866	403,192	2,620,000	2032
2034	489,268	5,523			494,792	100,000	4.70%	53,295	120,000	4.70%	63,445					5,000	341,740	149,126	552,318	2,410,000	2033
2035	491,715	7,054			498,769	105,000	4.75%	48,451	125,000	4.75%	57,656					5,000	341,740	153,052	705,370	2,190,000	2034
2036	494,173	8,630			502,804	105,000	4.75%	48,451	125,000	4.75%	57,656					5,000	341,740	153,052	705,370	2,190,000	2035
2037	496,644	10,261			506,905	110,000	4.90%	43,263	130,000	4.90%	51,503					5,000	341,108	157,661	863,031	1,960,000	2036
2038	499,127	11,953			511,081	115,000	5.00%	37,693	135,000	5.00%	44,943					5,000	339,765	163,039	1,026,069	1,720,000	2037
2039	501,623	13,667			515,290	120,000	5.05%	31,788	145,000	5.05%	37,906					5,000	337,635	169,270	1,195,339	1,470,000	2038
2040	504,131	15,461			519,592	125,000	5.15%	25,539	150,000	5.15%	30,383					5,000	339,694	171,387	1,366,726	1,205,000	2039
2041	506,652	17,245			523,897	135,000	5.20%	18,810	160,000	5.20%	22,360					5,000	335,921	179,369	1,546,095	930,000	2040
2042	509,185	19,081			528,266	140,000	5.25%	11,625	170,000	5.25%	13,738					5,000	341,170	178,422	1,724,518	635,000	2041
2043	511,731	20,877			532,608	150,000	5.30%	3,975	175,000	5.30%	4,638					15,000	340,363	183,535	1,908,052	325,000	2042
																	348,613	179,653	2,087,705	0	2043
																	0	532,608	2,620,313	0	2043
Total	8,767,207	211,874	3,850,000	2,075,000	14,904,081	1,755,000		1,072,620	2,095,000		1,279,706	1,631,692		1,729,749	145,000	12,283,768					Total

Notes:

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



TID #9 Amendment Timeline

- **Feasibility Phase** – Sept-Oct 2022
- **Initial Joint Review Board (JRB) and Plan Commission Public Hearing** – November 14th
- **Village Board Action** – November 21st
- **Final JRB** – TBD (between Dec. 12th and Jan. 4th)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Presentation

ITEM TITLE: Ehlers Water Rate Presentation - Update by John Cameron

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Ehlers Water LRCFA Presentation 8-11-23

RECOMMENDATION:

ACTION BY Committee:



Village of Germantown, WI

2023 Water Long-Range Cash Flow Analysis

August 16, 2023 Utility Advisory Committee

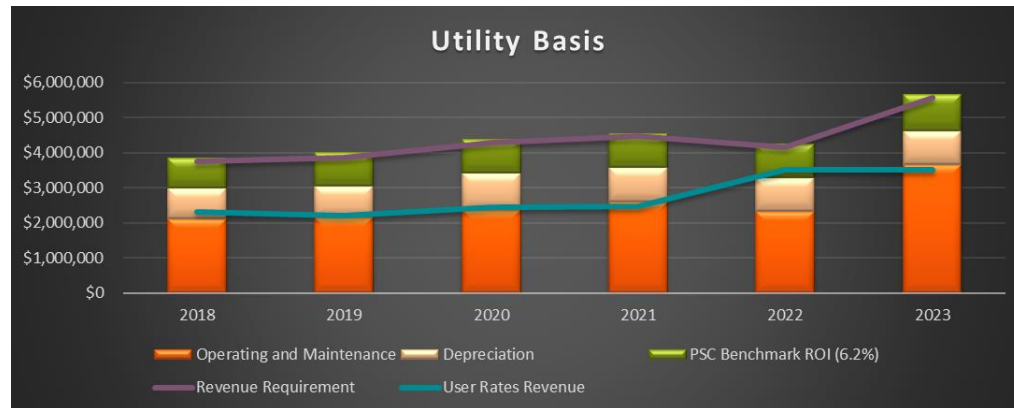
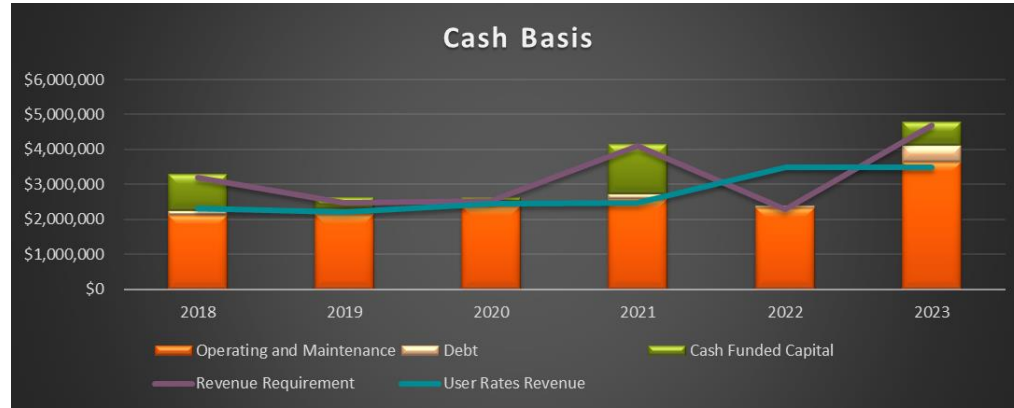
Why are we here?

- Develop a long-range plan to document past performance, and prepare future cash flows to account for capital projects funded by the water utility and tax increment districts
- Our Process
 - ✓ Historical Rate Performance
 - ✓ Future Projections
 - O&M, Depreciation, and PILOT
 - Funding Project(s): Debt vs. Cash
 - ✓ Rate Impact

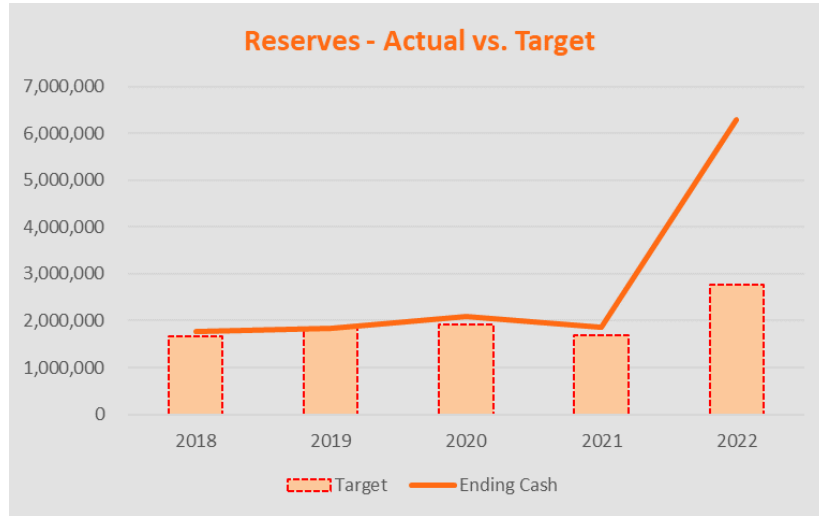
Water Rates Historical Implementation

- Last Conventional Rate Case (CRC) completed: October, 2021
 - ✓ 66.8% increase in step 1
 - ✓ 9.8% increase in step 2 (yet to be completed)
 - Tied to completion of booster station and elevated tower projects
- Since then:
 - ✓ Well No. 12 and Well No. 12 Well Facility

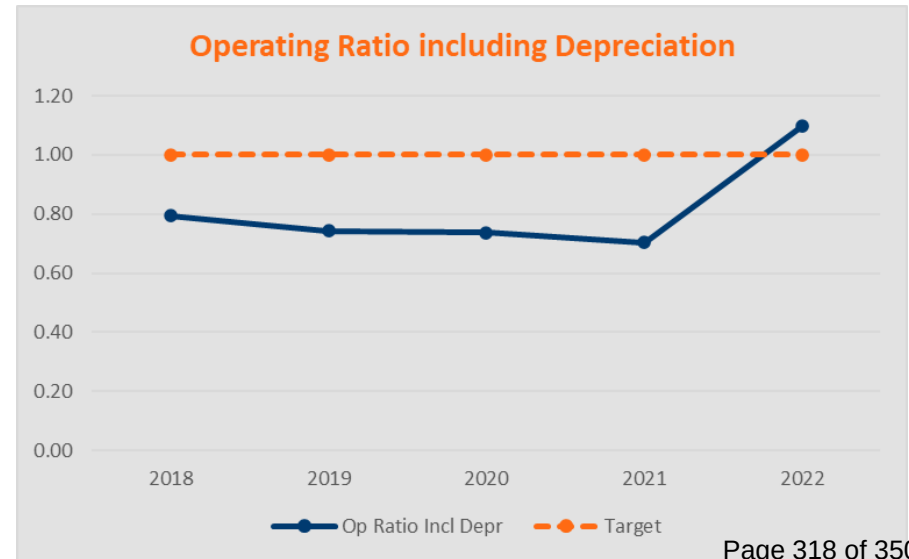
Water: Historical Rate Performance



Water: Historical Financial Indicators



- Reserves to fund deficits and capital
- Concerns of aging system



Future Capital

- Well No. 12 = \$481,000
- Well No. 12 Well Facility = \$4,615,000
- Elevated Tower = \$2,200,000
- Booster Station = \$1,100,000
- Glenwood Park Mains = \$1,156,000
- Routine capital = \$425,000 (Average annual)
- Borrowed \$3,600,000 in 2022
- TIDs 6 & 7 repay a portion of 2022 issue
- TIDS 6,7,8 repay 65% of Well No. 12 project
- Richfield Water Revenues

Water: Future Projection

	Budget	Projected								
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues										
Total Revenues from User Rates ¹	\$3,503,241	\$3,726,238	\$4,324,174	\$4,324,174	\$4,363,174	\$4,363,174	\$4,744,988	\$4,744,988	\$4,783,988	\$4,783,988
Percent Increase to User Rates	0.00%	6.37%	15.00%	0.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	6.37%	22.32%	22.32%	22.32%	22.32%	32.11%	32.11%	32.11%	32.11%
Dollar Amount Increase to Revenues		\$222,997	\$597,936	\$0	\$39,000	\$0	\$381,814	\$0	\$39,000	\$0
Other Revenues										
Interest Income	\$47,000	\$47,118	\$10,951	\$12,577	\$13,585	\$14,108	\$15,499	\$18,354	\$42,092	\$47,153
TIDs 6 & 7 Revenues - 2022 Issue	\$89,067	\$72,844	\$110,844	\$132,544	\$133,644	\$134,544	\$130,344	\$126,144	\$127,394	\$128,947
TIDs 6,7,8 Revenues - 2023 Issue			\$274,059	\$274,059	\$274,059	\$274,059	\$274,059	\$274,059	\$274,059	\$274,059
Other Income	\$80,300	\$80,765	\$81,235	\$81,709	\$82,188	\$82,672	\$83,161	\$83,654	\$84,651	\$85,668
Total Other Revenues	\$216,367	\$200,726	\$477,088	\$500,888	\$503,476	\$505,383	\$503,062	\$502,211	\$528,196	\$535,827
Total Revenues	\$3,719,608	\$3,926,964	\$4,801,262	\$4,825,062	\$4,866,649	\$4,868,556	\$5,248,049	\$5,247,198	\$5,312,184	\$5,319,815
Less: Expenses										
Operating and Maintenance ²	\$2,278,401	\$3,014,353	\$2,332,284	\$2,402,252	\$2,474,320	\$2,548,549	\$2,625,006	\$2,703,756	\$2,784,869	\$2,868,415
PILOT Payment	\$620,000	\$632,400	\$645,048	\$657,949	\$671,108	\$684,530	\$698,221	\$712,185	\$726,429	\$740,957
Net Before Debt Service and Capital Expenditures	\$821,207	\$280,211	\$1,823,930	\$1,764,861	\$1,721,222	\$1,635,477	\$1,924,823	\$1,831,257	\$1,800,886	\$1,710,442
Debt Service										
Existing Debt P&I	\$468,923	\$426,357	\$480,641	\$468,624	\$466,407	\$463,790	\$455,872	\$395,863	\$399,088	\$398,366
New (2023-2032) Debt Service P&I	\$0	\$0	\$548,117	\$549,562	\$549,165	\$548,638	\$547,893	\$546,919	\$545,740	\$549,201
Total Debt Service	\$468,923	\$426,357	\$1,028,758	\$1,018,186	\$1,015,572	\$1,012,428	\$1,003,765	\$942,781	\$944,828	\$947,567
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$1,999,549	\$8,565,000	\$470,000	\$545,000	\$601,000	\$345,000	\$350,000	\$350,000	\$350,000	\$350,000
Debt Proceeds	\$1,336,549	\$4,915,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$310,716)	(\$3,796,145)	\$325,172	\$201,674	\$104,649	\$278,049	\$571,058	\$538,476	\$506,059	\$412,876
<u>Restricted and Unrestricted Cash Balance:</u>										
Balance at first of year	\$6,297,025	\$5,986,309	\$2,190,164	\$2,515,336	\$2,717,010	\$2,821,659	\$3,099,709	\$3,670,766	\$4,209,243	\$4,715,301
Net Annual Cash Flow Addition/(subtraction)	-\$310,716	-\$3,796,145	\$325,172	\$201,674	\$104,649	\$278,049	\$571,058	\$538,476	\$506,059	\$412,876
Balance at end of year	\$5,986,309	\$2,190,164	\$2,515,336	\$2,717,010	\$2,821,659	\$3,099,709	\$3,670,766	\$4,209,243	\$4,715,301	\$5,128,177

Water: Future Cash & Rate of Return

	Budget 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Target minimum cash balance										
Target minimum working capital - Ehlers ¹	2,812,911	3,189,502	3,229,554	3,280,016	3,330,269	3,373,115	3,364,985	3,421,207	3,479,480	3,532,965
Actual Days Cash Available - PSC ²	738	83	130	161	171	203	269	329	383	423
Actual Days Cash Available - Moody's ³	811	87	163	189	199	233	306	369	425	465
Actual Days Cash Available - S&P ⁴	811	87	163	189	199	233	306	369	425	465
Actual working capital-cash balance										
Over (Under) Ehlers target	3,173,397	(999,338)	(714,218)	(563,006)	(508,610)	(273,406)	305,781	788,035	1,235,821	1,595,212
Over (Under) PSC target (90 days)	648	(7)	40	71	81	113	179	239	293	333
Over (Under) Moody's target (150 days)	661	(63)	13	39	49	83	156	219	275	315
Over (Under) S&P target (150 days)	661	(63)	13	39	49	83	156	219	275	315

Notes:

- 1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of following year's debt.
- 2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
- 3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
- 4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

Rate of Return

Average Utility Plant in Service	26,028,338	31,310,613	35,828,113	36,335,613	36,908,613	37,381,613	37,729,113	38,079,113	38,429,113	38,779,113
Plus: Materials and Supplies	0	0	0	0	0	0	0	0	0	0
Less: Utility Plant Accumulated Depreciation	9,317,593	10,103,074	11,106,354	12,128,012	13,170,596	14,232,324	15,306,921	16,394,513	17,495,098	18,608,677
Less: Regulatory Liability	45,645	0	0	0	0	0	0	0	0	0
Average Net Investment Rate Base (NIRB)	16,665,100	21,207,539	24,721,758	24,207,601	23,738,017	23,149,289	22,422,191	21,684,600	20,934,014	20,170,435
Net Operating Income	21,340	(659,031)	390,996	290,224	223,550	117,238	396,524	291,309	222,956	112,905
ROR	0.13%	-3.11%	1.58%	1.20%	0.94%	0.51%	1.77%	1.34%	1.07%	0.56%

Water: Impact on Avg. Res. Bill

Year	Water					Utility Bill (Annual)	Change Over Prior Year	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year			
		<u>Tiered</u>	<u>Serv. + PFP</u>					
2022		4.15	21.47	\$ 71.27		\$ 285.08		2022
2023	0.00%	4.15	21.47	\$ 71.27	\$ -	\$ 285.08	\$ -	2023
2024	9.18%	4.53	23.44	\$ 77.81	\$ 6.54	\$ 311.25	\$ 26.17	2024
2025	15.00%	5.21	26.96	\$ 89.48	\$ 11.67	\$ 357.94	\$ 46.69	2025
2026	0.00%	5.21	26.96	\$ 89.48	\$ -	\$ 357.94	\$ -	2026
2027	0.00%	5.21	26.96	\$ 89.48	\$ -	\$ 357.94	\$ -	2027
2028	0.00%	5.21	26.96	\$ 89.48	\$ -	\$ 357.94	\$ -	2028
2029	8.00%	5.63	29.11	\$ 96.64	\$ 7.16	\$ 386.57	\$ 28.64	2029
2030	0.00%	5.63	29.11	\$ 96.64	\$ -	\$ 386.57	\$ -	2030
2031	0.00%	5.63	29.11	\$ 96.64	\$ -	\$ 386.57	\$ -	2031
2032	0.00%	5.63	29.11	\$ 96.64	\$ -	\$ 386.57	\$ -	2032
Total Change over planning period					\$ 25.37	\$ 101.49		

Notes:

1. Current water volumetric rate is 4.15 per 1,000 gallons.
2. The water user charges include a quarterly service charge of \$19.35 plus a public fire protection charge of \$2.13 for a 5/8 inch meter.
3. The usage is assumed to be 12,000 Gallons per quarter.

Recommendations

- Consider Water Revenue Bond Issue in 2024 for 2023 and 2024 CIP Projects
- Step 2 Rate increase in 2024
- Consider conventional rate case for 2025 test year
- Meet with PSC staff at outset of next conventional rate case for approval on lower rate of return due to TID revenues
- Next conventional rate case in 2029, BUT cash flow will need to be monitored

Questions?

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: September 18, 2023

PLACEMENT: Action Item

ITEM TITLE: Meridian Germantown LLP v. Village of Germantown, Case No. 23-CV-426. The Village Board may go into closed session as per Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then re-enter open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

Meridian Germantown (Wal-Mart) has filed its annual property tax assessment challenge. The purpose of the closed session will be to discuss the strategy the Board wishes to pursue with respect to the litigation.

ATTACHMENT:

RECOMMENDATION:

A motion to go into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

ACTION BY Committee:

WB-15 COMMERCIAL OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** September 13, 2023 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**
3 The Buyer, Village of Germantown, a Wisconsin municipal corporation, or its assigns,
4 offers to purchase the Property known as
5 N96 W18058 County Line Road, Germantown, WI 53022 (Tax Key No. GTNV 333-999)
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the Village of Germantown, County
8 of Washington Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is See attached Addendum A
10 Dollars (\$).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None
13
14
15
16 All personal property included in purchase price will be transferred by bill of sale or
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**
19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: None
21
22
23
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**
26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**
36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before September 29, 2023. Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.
39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.
42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
44 **CLOSING** This transaction is to be closed on See attached Addendum A
45 at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.
48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**
52 **EARNEST MONEY**
53 ■ EARNEST MONEY of \$ None accompanies this Offer.
54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
55 ■ EARNEST MONEY of \$ 10,000.00 will be mailed, or commercially, electronically
56 or personally delivered within 5 days ("5" if left blank) after acceptance.

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within 120 days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: a new sanitary sewer lift station

182 _____
183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☒ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ☒ **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a ☒ **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit;
200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) ☒ **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a _____ **ALTA/NSPS Land Title Survey** _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within 120 days ("30" if left blank) after acceptance, at (Buyer's)
207 (~~Seller's~~) ☒ **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of 4.5 acres,
208 maximum of 5.0 acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: those items necessary to cause the
210 removal by the Title Company of standard exceptions 6, 7 and 8 on Schedule B, Part II of the Title Commitment.

211 ☒ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within 30 days ("30" if left blank) after acceptance: ☒ **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 ☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

228 ☒ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 ☒ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☒ Rent roll.

233 ☒ Other See attached Addendum A

234 _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) ~~(Seller's)~~ expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 120 days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller ~~(shall)~~ (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within ____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
271 (2) Seller has a right to cure but:
272 (a) Seller delivers written notice that Seller will not cure; or
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within 120 days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ RIGHT TO CURE: Seller (~~shall~~)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☒ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~

~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or~~

~~(2) _____~~

~~_____
[Specify documentation Buyer agrees to deliver to Seller].~~

~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.~~

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller ~~(shall)~~ (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

- 418 (1) Seller does not have the right to cure; or
419 (2) Seller has the right to cure but:
420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 N/A **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and None

433
434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
436 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
437 ☒ **XX** The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).
441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
443 ☐

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 None

461
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____

_____. Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

XX ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than 15 days ("7" if left blank) before closing, estoppel letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

DISTRIBUTION OF INFORMATION

Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE

Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING

If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH

Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY

Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT

Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- ~~(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or~~
- ~~(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.~~

If Seller defaults, Buyer may:

- ~~(1) sue for specific performance; or~~
- ~~(2) terminate the Offer and request the return of the earnest money; sue for actual damages; or both.~~

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT

This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 658-673.

(1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 660 or 661.

Name of Seller's recipient for delivery, if any: Marshall Peebles

Name of Buyer's recipient for delivery, if any: Steve Kreklow

(N/A) (2) **Fax**: fax transmission of the document or written notice to the following number:

Seller: (_____) Buyer: (_____) _____

(XX) (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 669 or 670.

(XX) (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: PO Box 565, Butler, WI 53007

Address for Buyer: N112 W17001 Mequon. Road, Germantown, WI 53022

(XX) (5) **Email**: electronically transmitting the document or written notice to the email address.

Email Address for Seller: peeblescarwash@aol.com

Email Address for Buyer: skreklow@germantownwi.gov

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

(XX) **ADDENDA**: The attached Addendum A is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Brian C. Sajdak, Village Attorney (SBN 1027287)

Buyer Entity Name (if any): Village of Germantown

(x) _____
Buyer's/Authorized Signature ▲ Print Name/Title Here ► Dean M. Wolter, Village President Date ▲

(x) _____
Buyer's/Authorized Signature ▲ Print Name/Title Here ► Donna S. Cox, Village Clerk Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

Seller Entity Name (if any): _____

(x) _____
Seller's/Authorized Signature ▲ Print Name/Title Here ► Marshall A. Peebles Date ▲

(x) _____
Seller's/Authorized Signature ▲ Print Name/Title Here ► Diane M. Peebles Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A
TO COMMERCIAL OFFER TO PURCHASE BETWEEN
VILLAGE OF GERMANTOWN AND MARSHALL A. AND DIANE M. PEEBLES

This Addendum is made part of the WB-15 Commercial Offer to Purchase dated September 13, 2023 (the “Offer”), attached hereto, between the Village of Germantown, a Wisconsin municipal corporation, or its assigns (“Buyer”) and Marshall A. and Dianne M. Peebles (“Seller”) for the property located at N96 W18058 County Line Road, Germantown, WI 53022 (Tax Key No. GTNV 333-999)(the “Property”). If any term or provision of this Addendum A conflicts or is inconsistent with any term or provision of the Offer, this Addendum A shall control.

ARTICLE I
GENERAL PROVISIONS

1.1 **Binding Acceptance; Effective Date.** This Agreement is only binding upon the parties following execution by the Buyer as authorized by action of the Germantown Village Board. The Effective Date shall be the day that the Offer is accepted and signed by the Seller following said Village Board authorization.

1.2 **Financing Contingency.** This Offer is contingent upon Buyer obtaining sufficient bonding in Buyer’s 2024 bond issuance to finance the Purchase Price and all other planned capital improvement projects for which bonding is sought. Buyer shall take all necessary steps to ensure that the Purchase Price is included in Buyer’s 2024 bond issuance. In the event that Buyer is unable to secure financing for the purchase, Seller’s sole remedy shall be to retain the full earnest money as liquidated damages.

1.3 **Earnest Money; Amount and Payment.** Not later than five (5) business days from the Effective Date, Buyer shall deliver, in cash or immediately available funds, the amount of Ten Thousand and No/100 Dollars (\$10,000) (the “Earnest Money”) to Knight Barry Title, Inc., 201 E. Pittsburgh Ave, Suite 200, Milwaukee, WI 53204 (the “Title Company”). The Title Company shall deposit the Earnest Money in an interest-bearing account acceptable to Buyer, with interest to accrue to the benefit of Buyer, and such interest does not become part of the Earnest Money but shall be distributed to Buyer from time to time upon Buyer’s requests to the Title Company. The Earnest Money, unless earlier returned to Buyer or delivered to Seller as herein provided, at Buyer’s option either shall be applied to the Purchase Price or returned to Buyer at the Closing.

1.4 **Purchase Price.** The purchase price to be paid for the Property (the “Purchase Price”) shall be an amount equal to appraised value of the Property obtained through the process described in this paragraph. The Buyer and Seller shall mutually select an appraiser who shall appraise the Property, and whose determination of value shall become the Purchase Price. The cost of such appraisal shall be split equally by the parties. In the event that the parties are unable to agree on an appraiser, each party may select their own appraiser to appraise the Property, and the Purchase Price shall be the average of the two appraised values. Each party shall be responsible for the costs of their own appraisal. Any appraiser selected to appraise the property under this Section 1.4 shall

be qualified by experience to appraise the property and shall hold a MAI designation from the Appraisal Institute. The Purchase Price shall be payable in cash or other good funds at the Closing subject to such offsets and credits as described herein.

ARTICLE II

PRE-CLOSING OBLIGATIONS AND CONDITIONS

2.1 **Items to be Delivered by Seller.** Within fifteen (15) days after the date of execution of this Agreement, Seller shall provide Buyer with each of the following at Seller's sole cost and expense (the "Due Diligence Materials"):

- (a) Seller's current title policy for the Property;
- (b) A copy of the most recent survey (the "Survey") of the Property in Seller's possession, if any;
- (c) All applicable licenses, permits, zoning, development and governmental approvals received by the Seller (or, if requested but not yet received by Seller, copies of all applicable requests/applications and related documents), if any;
- (d) Environmental, soils, traffic and other pre-development reports in Seller's possession or control, if any;
- (e) Any other relevant documentation, such as tax abatement agreements, easement agreements, leases and the like, if applicable;
- (f) A written Disclosure Report that shall disclose any known Conditions Affecting the Property or Transaction; and
- (g) Any and all written correspondence in Seller's possession relating to the Property.

ARTICLE III

TITLE REVIEW AND SURVEY

3.1 **Title Review Period.** Upon execution of this Agreement, Buyer shall order a current commitment for the issuance of an owner policy of title insurance to Buyer from the Title Company, including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land, including items listed in Schedule C of the commitment (the "Title Commitment"). Buyer shall have until fifteen (15) days following the date of receipt of the Title Commitment (the "Title Review Period") in which to review the state of Seller's title to the Property. If the Title Commitment reflects or discloses any defect, exception or other matter affecting the Property that is unacceptable to Buyer for any reason whatsoever, then, prior to the expiration of the Title Review Period, Buyer may provide Seller with written notice of its objections (the "Title Defect Notice"). Seller shall use its reasonable efforts to remove or cure such objections to Buyer's satisfaction; provided, however, Seller shall in all events cause to be released at its sole expense all mortgages, deeds of trust and other liens affecting the Property. Seller shall notify Buyer in writing (the "Title Cure Notice"), within fifteen (15) days after Seller's receipt of the Title Defect Notice, of those matters that Seller will or will not cure pursuant to its obligations in the immediately preceding sentence. If this Agreement is not terminated or is not deemed terminated by Buyer prior to the expiration of the Inspection Period (hereinafter defined), then any title exceptions which are shown on Schedule B of the Title Commitment, as finally amended or

endorsed prior to the expiration of the Inspection Period (other than matters that Seller has agreed to cure or has indicated in the Title Cure Notice will be cured) shall be “Permitted Exceptions.”

3.2 **New Survey.** Within ninety (90) days after the Effective Date, Buyer shall, at Buyer’s sole cost and expense, obtain a new survey (“New Survey”) of the Land made on the ground by a registered professional land surveyor. The New Survey shall contain the surveyor’s certification of the Land Area together with those items necessary to cause the removal by the Title Company of standard exceptions 6, 7, and 8 on Schedule B, Part II of the Title Commitment.

ARTICLE IV **INSPECTION**

4.1 **Inspection Period.** Commencing on the Effective Date and expiring on the date that is 120 days after the Effective Date (the “Inspection Period”), Buyer and its agents, contractors and designees shall have the right to physically inspect and review the Property in any manner deemed relevant by the Buyer to determine whether the Property is suitable for Buyer’s needs, which may include, but is not limited to, inspections, testing and review of soil conditions, engineering characteristics, utilities, access, title, zoning, leasing or sale prospects, creation of a tax increment district that includes the property and Buyer’s determination whether or not re-development of the Property is feasible (collectively the “Due Diligence Activities”). Notwithstanding the foregoing, Buyer shall not as part of the Due Diligence Activities conduct any Phase II environmental assessment on the Property without the prior written consent of Seller. It is acknowledged and agreed by Seller that no examination by Buyer, its representatives, agents or contractors shall be deemed to constitute a waiver or relinquishment on the part of Buyer of its right to rely on the covenants, representations, warranties or agreements made by Seller in this Agreement. In the event that Buyer, in its sole and absolute discretion and for any reason whatsoever, including for no reason, determines that the Property is not suitable for its needs, then Buyer may terminate this Agreement at any time prior to expiration of the Inspection Period by giving a written termination notice to Seller. Notwithstanding the above notice of termination provision, it shall be conclusively deemed that Buyer has determined that the Property is not suitable for its needs and that Buyer has terminated this Agreement pursuant to this Section 4.1 unless, on or prior to the expiration of the Inspection Period, Buyer delivers to Seller written notice that Buyer has elected to waive its right to terminate this Agreement under this Section 4.1. If Buyer delivers the termination notice referenced above or if Buyer is deemed to have terminated this Agreement as provided above, the Title Company shall immediately deliver the Earnest Money and any undistributed accrued interest to Buyer free of any claims by Seller, and neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement. In the event of any termination of this Agreement, other than a termination by reason of Seller’s default, Buyer shall provide to Seller copies of the New Survey and any third-party inspection reports which Buyer has obtained regarding the Property as consideration for the entering into of this Agreement. Such copies shall be provided without warranty or representation on the part of Buyer.

4.2 **No Damage; Indemnification.** Buyer expressly agrees as follows: (i) any activities

by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyers's designees onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property; (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Buyer shall immediately return the Property to the condition existing prior to the Due Diligence Activities; and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Buyer or Buyer's designees onto the Property.

4.3 Lien Waivers. Upon receipt of a written request from Seller, Buyer will provide Seller with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Seller. Buyer shall be bound by the same indemnification, defense, and hold harmless obligation as specified above in Section 4.2 with respect to any claims or demands for payment, or any liens or lien claims made against Seller or the Property, arising out of the Due Diligence Activities.

4.4 Insurance. Buyer shall, and shall cause all of Buyer's designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000, and deliver to Seller, upon Seller's request, a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Agreement.

ARTICLE V

REPRESENTATIONS, WARRANTIES,

COVENANTS AND AGREEMENTS OF SELLER

5.1 Representations and Warranties. In order to induce Buyer to enter into this Agreement, Seller makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

- (a) Authority. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.
- (b) Title. Seller is the owner in fee simple of all of the Property.
- (c) Litigation. There is no litigation or proceeding pending or, to the best of Seller's knowledge, threatened against Seller or the Property.
- (d) Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.
- (e) Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any

comparable state statutes that are applicable to this transaction. Seller is not a “disregarded entity” and is considered the “transferor” for purposes of Section 1445 of the Internal Revenue Code. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amount as Buyer may be required to withhold to satisfy any of Buyer’s tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

- (f) Consents and Approvals: No Violation. Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby will (i) require Seller to file or register with, notify or obtain any permit, authorization, consent or approval of any governmental, quasi-governmental or regulatory authority (except to the extent required by Seller to comply with the terms of this Section 5.1); (ii) conflict with or breach any provisions of the organizational documents of Seller; (iii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which Seller is a party, or by which Seller, the Property or any of Seller’s material assets may be bound; or (iv) violate any order, writ, injunction, decree, judgment, statute, law or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller’s material assets.
- (g) Compliance with Laws. There are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property. The Property has direct access to a public right-of-way.
- (h) Contracts. Leases. There are no contracts, leases, or other agreements affecting the Property other than (i) those recorded in the office of the Register of Deeds of the County in which the Property is located, and (ii) those which Seller delivers to Buyer pursuant to Section 2.1. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or will be by Closing) paid in full, other than ad valorem real property taxes contemplated in Section 7.4.
- (i) No Outstanding Obligations. There will be no debts, liabilities or obligations of Seller with respect to the Property or for services, labor or material furnished to the Property (whether known, unknown, absolute, accrued, contingent, or of any other character) outstanding as of the Closing Date.
- (j) Bankruptcy. There are no attachments, executions, or assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending or threatened action or suit against Seller or the Property.
- (k) No Parties in Possession: Leases. As of the Closing there will be no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise except for those tenants identified in the lease(s) provided pursuant to Section 2.1.
- (l) No Options. No person, firm or corporation or other entity has or at the Closing Date

- shall have any right or option to acquire all or any portion of the Property.
- (m) Disclosure Report. Except for any condition disclosed on the Disclosure Report provided by Seller pursuant to Section 2.1(f), Seller has no notice of knowledge of any condition on the Property that would have a significant adverse effect on the value of the Property, would significantly impair the health or safety of future occupants of the Property, or would, if not repaired, removed, or replaced, significantly shorten or adversely affect the normal life of the premises.
- (n) Environmental Matters. To the best of Seller's knowledge: (i) the Property is in full compliance with all applicable Environmental Laws (as defined below); (ii) the Property does not now contain and has not contained any underground storage tanks, landfills, or hazardous waste management facilities or any hazardous or toxic substance or material which is regulated or controlled by any Environmental Law (collectively, "Hazardous Materials"); (iii) the Property is not listed on any state or federal environmental remediation priority list; and (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party arising, either directly or indirectly, out of the presence or discharge (whether intentional or unintentional) of any Hazardous Materials in, on, under, at, or about the Property, the violation of any Environmental Law, or the presence of any tank, underground or otherwise. Seller has used no Hazardous Material in, on, under, at, or about the Property nor has Seller permitted any other person or entity to use any Hazardous Materials in, on, under, at, or about the Property. For the purposes of this Agreement, "Environmental Law" means any law, statute, ordinance, rule, regulation or legal requirement in effect at the Effective Date and/or the Closing Date pertaining to (a) the protection of health, safety, or the environment; (b) the conservation, management, protection, or use of natural resources and wildlife; (c) the protection or use of source water and groundwater; (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Material; or (e) pollution (including any release to air, land, surface water and groundwater), and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 *et seq.*, Clean Air Act of 1966, as amended, 42 USC 7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC 2601 *et seq.*, Hazardous Materials Transportation Act, 49 USC App. 1801, Occupational Safety and Health Act of 1970, as amended, 29 USC 651 *et seq.*, Oil Pollution Act of 1990, 33 USC 2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. 11001 *et seq.*, National Environmental Policy Act of 1969, 42 USC 4321 *et seq.*, Safe Drinking Water Act of 1974, as amended by 42 USC 300(f) *et seq.*, and any similar, implementing or successor law, and any amendment, rule, regulation, order or directive, issued thereunder. Seller shall indemnify, defend, and hold

harmless Buyer, its successors and assigns, from and against any and all claims, losses, damages, penalties, and costs, including reasonable attorney, engineering, expert, or other professional fees, arising out of or resulting from a breach of the representations and warranties set forth in this Section 5.1(n). The foregoing indemnity survives Closing or termination of this Agreement.

- (o) No Untrue Statement. Neither this Agreement nor any exhibit nor any written statement furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Seller shall furnish to Buyer copies of any notice, claim, or demand received by Seller during the pendency of this Agreement that would materially change any representation given by Seller herein.

5.2 Covenants and Agreements. Seller and Buyer covenant and agree as follows:

- (a) From and after the Effective Date, Seller shall (i) maintain and operate the Property in its current state and condition; (ii) continue all insurance policies relative to the Property in full force and effect to the extent such insurance policies continue to be commercially available at commercially reasonable rates; (iii) perform, when due, all material obligations under any and all agreements relating to the Property and otherwise in accordance with applicable laws, ordinances, rules and regulations; (iv) not permit the introduction or storage of any Hazardous Materials on the Property; (v) not perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property; (vi) not create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing; (vii) not commit any waste or nuisance upon the Property; (viii) not impose any easements, covenants, conditions or restrictions on the Property or institute or participate in any annexation, zoning, platting, dedication or other governmental action regarding the Property; (ix) not take any action or omit to take any action that would result in the violation of any of Seller's representations and warranties contained in this Agreement.
- (b) At the Closing, Seller shall deliver to Buyer an affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in Section 1445.
- (c) Notwithstanding any other provisions contained herein, Seller, from the Purchase Price proceeds or otherwise, shall pay and discharge all liens against the Property other than the lien for current taxes which are not yet due and payable such that title to the Property will be conveyed to Buyer free and clear of all liens other than the lien for current taxes which are not yet due and payable.
- (d) Seller shall not, without the prior written consent of Buyer, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or

agreement which affects the Property (provided, however, Seller shall terminate all leases, if any, on or before Closing).

- (e) Provided this Agreement has not been terminated, Seller shall promptly furnish Buyer with any and all notices concerning the Property that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities or of any litigation, arbitration or administrative hearing concerning the Property and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction. This covenant shall survive the Closing.
- (f) From and after the Effective Date, Buyer shall seek to obtain all governmental approvals necessary to develop the Property as Buyer desires, including, without limitation, rezoning the Property for Buyer's intended use (the "Entitlements"). Seller agrees that Buyer may act on its behalf in all matters related to the negotiation and procurement of such Entitlements and that it shall do all things reasonably requested by Buyer in order to obtain approval of the Entitlements.

ARTICLE VI

CONDITIONS PRECEDENT TO CLOSING

6.1 Conditions Precedent to Buyer's Performance. The obligation of Buyer to close the transaction described in this Agreement, unless waived in writing by Buyer, shall be subject to the following conditions precedent:

- (a) All the representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date hereof and on the Closing Date.
- (b) Seller shall not have, on or prior to the Closing Date, failed to meet, comply with or perform any covenants or agreements of Seller required by the terms of this Agreement.
- (c) There shall be no change in the matters reflected on the Title Commitment from those matters appearing therein on the date of the expiration of the Inspection Period (except those changes requested by Buyer in its Title Defect Notice).
- (d) There shall be no judicial or administrative suit, action, investigation, inquiry or other proceeding by any person may have been instituted against the Property.
- (e) The environmental condition of the Property on the Closing Date shall not be materially different from the environmental condition existing as of the date of the expiration of the Inspection Period.
- (f) The Title Company must be committed to issue the Title Policy substantially in the form required by Section 7.2(c) with respect to the Property.

In the event that any of the above conditions, with the exception of conditions (g) through (f), are not satisfied or waived in writing by Buyer prior to the Closing, Buyer may terminate this Agreement by delivery of a written termination notice to Seller on or before the Closing Date, in which event of termination, the Earnest Money and any undistributed accrued interest shall be distributed to Buyer free of any claim by Seller, and neither party thereafter shall have any further

rights or obligations to each other under this Agreement (except for any liability that Seller may have to Buyer for Seller's breach of its representations, warranties and covenants contained in this Agreement, and except as otherwise expressly provided in this Agreement). Conditions (g) though (h) shall be satisfied or waived in writing by Buyer prior to the expiration of the Inspection Period, and such failure to satisfy or waive these conditions shall be deemed Buyer's election to terminate this offer under Section 4.1. If Buyer proceeds with the Closing, then Buyer shall be deemed to have waived its objections; provided, however, if Seller intentionally breaches a representation or warranty contained in Section 5.1. then in such event Buyer shall be entitled to pursue against Seller a suit for actual, direct damages caused by such breach.

ARTICLE VII

CLOSING

7.1 **Time and Place.** The sale and purchase of the Property shall be completed at a closing (the "Closing") to be held at the offices of the Title Company. The Closing shall occur on the date (the "Closing Date") that is fifteen (15) days after the expiration of the Inspection Period or on an earlier date designated by Buyer (provided that Buyer gives Seller at least five (5) days' advance written notice of such earlier designated date). Time is of the essence as to the closing date unless waived in writing by Seller.

7.2 **Items to be Delivered by Seller at the Closing.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following items:

- (a) A warranty deed (the "Deed") duly executed and acknowledged by Seller granting, conveying and warranting unto Buyer good and indefeasible fee simple title to the Land, free and clear of any liens, encumbrances, easements or other matters affecting title to the Property except the Permitted Exceptions.
- (b) An owner's policy of title insurance (the "Title Policy") issued by the Title Company on the standard form in use in the state where the Property is located, naming the Buyer as the insured, in the amount of the Purchase Price, effective as of the date of recording Deed, subject only to the Permitted Exceptions, taxes not yet due and payable (as applicable) and those matters set forth in the "Exclusions from Coverage" and "Conditions and Stipulations" sections of the Title Policy (or the equivalent thereof in the particular state), with such endorsements and modifications to the promulgated policy form as may have been requested by Buyer and agreed to by the Title Company.
- (c) An owner's affidavit in form acceptable to the Title Company and any other affidavit required by the Title Company to close this Agreement and issue the Title Policy.
- (d) Such evidence or other documents that may be reasonably required by Buyer or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property.
- (e) Seller's affidavit as required by 5.2(b).
- (f) A closing statement in form and content satisfactory to Seller and Buyer (the "Closing Statement") signed by Seller.

- (g) Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the transaction contemplated hereby and to carry out the intent and purposes of this Agreement provided the same are commercially reasonable and do not require disclosure of proprietary information.

7.3 Items to be Delivered by Buyer at the Closing. At the Closing, Buyer shall deliver, or cause to be delivered, to Seller:

- (a) the Purchase Price.
- (b) The Closing Statement, signed by Buyer.
- (c) Such additional assignments, instruments and documents appropriate to be executed and delivered by Buyer as may be reasonably necessary to complete the transaction contemplated hereby and to carry out the intent and purposes of this Agreement provided the same are commercially reasonable and do not require disclosure of proprietary information.

7.4 Closing Costs. Seller shall pay any expenses Seller might incur in connection with its election to remove objections to title, expenses Seller might incur in connection with its obligation to terminate any service agreements or leases, any title examination costs, title premiums or fees, the commission to Brokers, the cost of the issuance of the Title Policy, one hundred percent (100%) of any transfer and recordation taxes in connection with the sale, one-half (1/2) of any escrow charges, the cost of recording any instruments required to discharge any liens or encumbrances against the Property required to be discharged at Closing, and any apportionment to be made pursuant to Section 7.5. Buyer shall pay all Buyer's legal fees, the costs of any endorsements requested by Buyer to the Title Policy, the cost of the New Survey and one-half (1/2) of any escrow charges. Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or buyer, respectively, in a transaction of this character in the county where the Property is located.

7.5 Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

- (a) Ad valorem taxes for the Property for the year in which the Closing occurs shall be prorated as of the Closing Date, and Seller shall pay to Buyer in cash at the Closing Seller's pro rata portion of such taxes. Seller's pro rata portion of such taxes shall be based upon taxes actually assessed for the current calendar year or, if for any reason such taxes for the Property have not been actually assessed, such proration shall be based upon the amount of such taxes for the immediately preceding calendar year. All special taxes or assessments approved or assessed prior to the Closing Date shall be paid by Seller. Seller shall pay when due, and indemnify and hold Buyer harmless from, any subsequent tax assessment of the Property for periods prior to the Closing Date due to changes in land usage or ownership.

7.6 Right to Possession. At the Closing, Buyer shall have full and unrestricted right to possession of the Property and Seller will do such acts, execute such instruments and take such

action as may be appropriate or required to assure to Buyer uninterrupted and full possession of the Property immediately following the Closing.

7.7 **Indemnification.** Seller shall indemnify and hold Buyer and its partners, agents and employees harmless from and against any and all liabilities, claims, demands and expenses, of any kind or nature (including reasonable attorneys' fees) related to, resulting from or in any way arising out of (i) a breach of any representation, warranty, covenant or agreement of Seller hereunder, or (ii) the condition, ownership or operation of the Property on or prior to the Closing Date, but excluding any claims arising from actions taken by or on behalf of Buyer. This indemnity shall survive the termination or Closing of this Agreement for a period of three (3) years after the Closing Date.

ARTICLE VIII

REMEDIES UPON DEFAULT

8.1 **Default by Seller.** In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, and such default continues for a period of five (5) business days after written notice to Buyer, Buyer shall have the right to terminate this Agreement by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Agreement unless expressly provided otherwise in this Agreement and the Title Company immediately shall deliver the Earnest Money and any undistributed accrued interest to Buyer, free of any claims by Seller. This provision shall survive the Closing or any termination of this Agreement.

8.2 **Default by Buyer.** In the event all conditions of this Agreement are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Agreement is fully tendered by Seller and the sale is not consummated through default by Buyer, and such default continues for a period of five (5) business days after written notice to Buyer, then Seller's sole and exclusive remedy shall be to terminate this Agreement by giving written notice thereof to Buyer, whereupon neither party hereto shall have any further rights or obligations under this Agreement, and the Title Company shall deliver the Earnest Money plus any undistributed accrued interest to Seller, free of any claims by Buyer, as liquidated damages. The Earnest Money is a good faith estimate of actual damages that Seller would suffer and shall be liquidated damages for default of Buyer in failing to consummate this Agreement because of the difficulty, inconvenience and uncertainty of ascertaining Seller's actual damages for Buyer's default.

ARTICLE IX

MISCELLANEOUS

9.1 **Notices.** All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 9.1 shall be void and of no effect. Notices, demands or other communications may be given by (a) overnight

delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) electronic mail, in which case notice shall be deemed delivered upon transmission of such notice provided that an original of such facsimile is also sent to the addressee by U.S. Mail or by the means described in clauses (a) or (c), or (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

TO SELLER:

Marshall A. and Diane M. Pebles
P.O. Box 565
Butler, WI 53007
peeblescarwash@aol.com

TO BUYER:

Village Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
skreklow@germantownwi.gov

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices written notice of such change of address.

9.2 Agreement to Survive. Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing.

9.3 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be assigned by the Buyer to any person, firm, corporation, or other entity which the Buyer, at its sole discretion, may choose. If Buyer so assigns its rights to this Agreement, such assignment shall release Buyer from all liability hereunder accruing after the date of such assignment without the necessity of further documentation.

9.4 Applicable Law; Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The descriptive headings contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

9.5 Amendment. This Agreement may not be modified or amended, except by an agreement in writing signed by the Seller and the Buyer. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or

obligations.

9.6 **Attorneys’ Fees.** In the event either party files a lawsuit in connection with this Agreement or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the nonprevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys’ fees and costs of court incurred in such lawsuit. This provision shall survive the termination or Closing of this Agreement.

9.7 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Agreement, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

9.8 **Brokers.** Each party represents and warrants to the other that no brokers or finders have been engaged by it, respectively, in connection with the transaction contemplated by this Agreement or, to its knowledge, is in any way connected with this transaction. In the event of any claim for broker’s or finder’s fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then each party shall indemnify, save and hold harmless and defend the other party from and against such claim if it shall be based upon any statement or representation or agreement made by or allegedly made by the indemnifying party. This indemnity shall survive the Closing or termination of this Agreement.

9.9 **Miscellaneous.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted by electronically shall be deemed effective for all purposes. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SELLER

Marshall A. Peebles Date

BUYER

Dean M. Wolter Date
Village President

Diane M. Peebles Date

ATTEST:

Donna S. Cox
Village Clerk