

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, April 7, 2025 at 7:00 PM
LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #:2551 455 8667 Password: ywM4qU5krp2 which can be accessed by phone at 408-418-9388 or by clicking the link below: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m49bcd70fc98c6f1696315d2744b3586a>

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. **SWEARING IN OF CAPTAIN DANIEL MIKULEC AND LIEUTENANT MATTHEW JONES OF THE GERMANTOWN POLICE DEPT**
- V. **PRESIDENT'S REPORT:**
- VI. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
- VII. **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.)*
- VIII. **CONSENT AGENDA:**
 - A. Minutes: March 17, 2025
 - B. Contract for Turf Management Plan with Total Lawn Care for 2025-2026
 - C. A Resolution Approving the Germantown Professional Firefighters International Association of Firefighters Local 4854, AFL-CIO, CLC Union Collective Bargaining Agreement
 - D. Application for Appointment of Successor Agent: Aldi #67, N96W18838 County Line Rd; Agent for Consideration: Sarah R Backhaus
 - E. Award of a professional service agreement to Foth Infrastructure to prepare bid documents for Well 7 rehabilitation for an amount not to exceed \$37,200.00.
 - F. Award of annual tree planting contract to Dan Larsen Landscaping for an amount not to exceed \$29,250.00.
- IX. **UNFINISHED BUSINESS:**
 - A. Windows 11 Upgrade Project

X. PUBLIC HEARINGS:

XI. NEW BUSINESS:

- A. New Dispatcher Appointment
- B. Report on the 2025-2026 WISDOT-Municipal Salt Agreement.
- C. Application for the Wisconsin DOT Signals and ITS Standalone Program (SISP) grant for signal traffic control improvements to County Line Road and Appleton Ave.
- D. Update on Planning for 4th of July Activities
- E. Discussion concerning Membership of the Joint Review Board
- F. Purchase of Right of Way Land for Sewer and Water Lines as Part of the Intergovernmental Agreement with Richfield
- G. Meridian Germantown LLP v. Village of Germantown, Case Nos. 23-CV-426 and 24-CV-781. The Village Board may convene 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 involved and then reconvene in open session to take such action as it deems appropriate.

XII. 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)250-4745 at least 2 days prior to the meeting.

Notice is given that a majority of the Economic Development Committee, Utility Advisory Committee, Tourism Commission, and/or Senior Advisory Committee may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

MEETING:	AMENDED: REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, March 17, 2025 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.*

Village President Dean Wolter called the Village Board meeting to order at 7:00 PM.

II. **ROLL CALL:**

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jolene Pieper (Arrived at 7:03 PM), Trustee Jan Miller, President Dean Wolter, Trustee Meg Cutts

Also Present: Village Administrator Steve Kreklow, Village Attorney Brian Sajdak, Village Clerk Donna Ott, Community Development Director Jeff Retzlaff, Public Works Director Matthew Mortwedt, Fire Chief John Delain, Police Chief Pat Merten

III. **PLEDGE OF ALLEGIANCE:**

- IV. **SWEARING IN OF NEW FIRE DEPARTMENT LIEUTENANTS:** *John Wolf, Derek Beeler, and Alexander Diamantopoulos*

Village Clerk Ott swore in the following Germantown Fire Department Personnel, who were promoted to Lieutenant:

1. Derek Beeler
2. Alexander Diamantopoulos
3. John Wolf

V. **PRESIDENT'S REPORT:**

Village President Wolter provided dates and details of the upcoming Easter Egg Hunt and K-9 Fundraiser. Village Clerk Ott provided dates and times of in-person absentee voting for the Spring Election.

VI. **APPOINTMENTS OF BOARD, COMMITTEE, OR COMMISSION MEMBERS:**

A. *Ethics Board: Aaron J. Foley*

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, President Wolter, Trustee Cutts

No: Trustee Jan Miller

Abstain: None

Motion Carried by Voice Vote (Yes 7, No 1, Abstained 0)

**VII. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**

Trustees provided dates and times of upcoming meetings.

VIII. 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 Schauer Bednarz (W156N10121 Pawnee Ct) spoke regarding the budget.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding the proposed TID and School Board resolution.

Heidi Hampton-Davis (W159N9732 Butternut Rd) spoke regarding New Business Item H (A Resolution Ratifying an Amendment to the Scope of Services with Ehlers and Associates, Inc. For Work Related to the Creation of a Tax Increment District in the Village Center District).

Sarah Larson (W159N9737 Butternut Rd) spoke regarding New Business Item H (A Resolution Ratifying an Amendment to the Scope of Services with Ehlers and Associates, Inc. For Work Related to the Creation of a Tax Increment District in the Village Center District).

Tammy Schneider (W204N9699 Lannon Rd) spoke regarding New Business Item D (Proposed Text Amendments to Section 17 (Zoning) of the Village of Germantown Municipal Code).

Scott Schroeder (N96W19602 County Line Rd) spoke regarding New Business Item E (A Resolution Opposing the Erosion of Local Home Rule Authority and Requesting the Return of Local Control Over Protests of Zoning Changes).

Gidget Stroik (W204N9713 Lannon Rd) spoke regarding New Business Item D (Proposed Text Amendments to Section 17 (Zoning) of the Village of Germantown Municipal Code) and New Business Item E (A Resolution Opposing the Erosion of Local Home Rule Authority and Requesting the Return of Local Control Over Protests of Zoning Changes).

Scott Meissner (W204N9713 Lannon Rd) spoke regarding New Business Item D (Proposed Text Amendments to Section 17 (Zoning) of the Village of Germantown Municipal Code) and New Business Item E (A Resolution Opposing the Erosion of Local Home Rule Authority and Requesting the Return of Local Control Over Protests of Zoning Changes).

IX. CONSENT AGENDA:

Motion 1: Approve Consent Agenda Items A-G as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Request: Pull Consent Agenda Items A and D for discussion

Requested By: Trustee Jan Miller

Motion 2: Approve Consent Agenda Items B-F as presented

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion 2 Carried By Roll Call Vote (Yes 8, No 0, Abstained 0)

Motion 3: Approve Consent Agenda Item A as presented

Motioned By: Trustee Baum

Seconded By: Trustee Pieper

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion 3 Carried by Voice Vote (Yes 8, No 0, Abstained 0)

Motion 4: Approve Consent Agenda Item G as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion 4 Carried by Voice Vote (Yes 8, No 0, Abstained 0)

- A. Minutes: March 3, 2025
- B. Award of a contract for High Point Pass construction to Vinton Construction in the amount of \$2,396,440.
- C. Award of a professional services agreement to raSmith for construction inspection services on High Point Pass for an amount not to exceed \$173,970.
- D. Award of a professional services agreement for storm water modeling to Graef in the amount of \$26,600.
- E. Award of the Kinderberg Park Splash Pad painting and restoration contract to MACORP LLC for an amount not to exceed \$31,692.00.
- F. Resolution No. 02-2025, A Resolution Accepting Funds From the Washington County Emergency Medical Service (EMS) & Fire Grant Program
- G. An Ordinance Amending Section 12.03 of the Germantown Municipal Code Related to Suspension or Revocation of Outdoor Entertainment Permits

X. UNFINISHED BUSINESS:

XI. PUBLIC HEARINGS:

XII. NEW BUSINESS:

- A. Award of a contract for the 2025 Road Program construction to Wolf Paving in the amount of \$1,176,115.

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Kaminski

Motion to Amend: Include a 10% Contingency, for a total of \$1,293,726.50

Motioned By: Trustee Rick Miller

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion to Amend Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Amended Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- B. Award of a contract to reconstruct Rockfield Road to Payne and Dolan in the amount of \$931,369.

Motion: Approve the Contract with a 10% Contingency, for a total of \$1,024,505.90

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- C. Memorandum of Understanding between the Village of Germantown and the Local 4854 of the International Association of Fire Firefighters regarding Lateral Transfer Pay Placement & Promotional Pay Adjustments

Motion: Approve the Memorandum of Understanding as presented

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- D. Village of Germantown Community Development Department & Village Attorney- Proposed Text Amendments to Section 17 (Zoning) of the Village of Germantown Municipal Code.

Motion: Table this item until after the Spring Election when District 4 will be fully represented

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

Yes: Trustee Warren, Trustee Jan Miller, Trustee Cutts

No: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Pieper, President Wolter

Abstain: None

Motion Failed by Voice Vote (Yes 3, No 5, Abstained 0)

Motion: Approve as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, President Wolter

No: Trustee Pieper, Trustee Jan Miller, Trustee Cutts

Abstain: None

Motion Carried by Roll Call Vote (Yes 5, No 3, Abstained 0)

E. A Resolution Opposing the Erosion of Local Home Rule Authority and Requesting the Return of Local Control Over Protests of Zoning Changes

Motion: Approve as presented

Motioned By: Trustee Kaminski

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

F. Presentation on Tax Increment Districts in Germantown

Administrator Kreklow provided a presentation on Tax Increment Districts and answered questions from the Village Board.

Motion: Discuss Item H before Item G

Motioned By: Trustee Pieper

Seconded By: Trustee Kaminski

Yes: Trustee Kaminski, Trustee Pieper

No: Trustee Baum, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, President Wolter, Trustee Cutts

Abstain: None

Motion Failed by Voice Vote (Yes 2, No 6, Abstained 0)

G. Germantown School District Resolution Concerning the Village Center Project

Trustee Baum recused himself from this item and stepped away from the dais.

Administrator Kreklow provided a presentation on the Germantown School District resolution concerning the Village Center District and answered questions from the Village Board.

Motion 1: Accept and implement the Germantown School District's resolution

Motioned By: Trustee Pieper

Seconded By: Trustee Jan Miller

After discussion, Trustee Pieper withdrew the motion.

Motion 2: Take the school district resolution seriously and pause the TID and development schedule so that the reports can be discussed at a joint meeting of the School Board and the Village Board

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

Motion to Amend: Take into consideration the results of the facility use study and the Roffers enrollment projection study from the Germantown School District, and incorporate them into the RFPs for the Village Center District

Motioned by: Trustee Cutts

Seconded by: Trustee Pieper

Trustee Cutts withdrew the motion to amend.

Motion 3: Call the question

Motioned By: Trustee Pieper

Yes: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: Trustee Baum

Motion 3 to Call the Question Carried by Voice Vote (Yes 7, No 0, Abstained 1)

Yes: Trustee Jan Miller, Trustee Cutts

No: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, President Wolter

Abstain: Trustee Baum

Motion 2 Failed by Roll Call Vote (Yes 2, No 5, Abstained 1)

Motion 4: Accept the School District resolution and direct staff to delay the zoning district standards for the Village Center District project until such time as we receive the facility use and Roffers studies to consider incorporation of the same into those design standards and the RFPs for development

Motioned By: Trustee Cutts

Seconded By: Trustee Pieper

Yes: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: Trustee Baum

Motion 4 Carried by Voice Vote (Yes 7, No 0, Abstained 1)

H. A Resolution Ratifying an Amendment to the Scope of Services with Ehlers And Associates, Inc. For Work Related to the Creation of a Tax Increment District in the Village Center District

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Warren

Yes: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, President Wolter

No: Trustee Jan Miller, Trustee Cutts

Abstain: Trustee Baum, Trustee Pieper

Motion Carried by Roll Call Vote (Yes 4, No 2, Abstained 2)

I. Claim for Damages of Angie Berndt. The Village Board may convene 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 and then may reconvene into open session to take such action as it deems appropriate.

Motion: Delay Item J until the next Village Board meeting

Motioned By: Trustee Kaminski

Seconded By: Trustee Pieper

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

Motion: Enter into Closed Session for Item I with Police Chief Merten, Village Attorney Sajdak, and Village Administrator Kreklow in attendance

Motioned By: Trustee Kaminski

Seconded By: Trustee Pieper

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- J. Administrator Setting 2025 Performance Goals. The Village Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of 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.

The Village Board did not return to open session and did not take any action.

XIII. ADJOURNMENT:

Village President Wolter adjourned the Village Board meeting at 10:45 PM.



Germantown Park and Recreation Department

N112W17001 Mequon Rd

P.O. Box 337

Germantown, Wisconsin 53022-0337

(262)250-4710 Fax (262)255-2920

Information Line (262)250-4711

Meeting Date: April 7, 2025
To: Village Board
From: Gil Standridge, Park and Recreation Director
RE: Approval of T.L.C. to do Turf Management Plan

I am requesting the Village Board approve the awarding of the contract to Total Lawn Care to implement the Parks Turf Management program for 2025-2026 for \$33,635 each year. This amount was approved by the Village Board for the 2025 Budget. This will come out of account 10591000-532060. The Village Board in 2023 approved to allow me to set these contracts up on a two-year cycle. On Monday March 10th the General Government and Finance Committee unanimously approve awarding the Parks Turf Management Program to Total Lawn Care.

Requests for proposal were sent out to three companies, Total Lawn Care, David-Frank Landscape, and Corbin Lawn Care. Only Total Lawn Care submitted a quote (see enclosed) by the deadline. The other two companies did not submit a quote.

Total Lawn Care has implemented the Parks Turf Management program for several years. The Turf Management program is implemented in all the Village owned parks. The turf management program consists of Broadleaf Herbicide (killing weeds), Fertilization application, and Aerivation on all turf.

Thanks in advance for your consideration on this matter.

Regards,

Gil Standridge
Parks and Recreation Director
Village of Germantown



**Turf Management Plan
Germantown Parks Department
2025-2026**

Friedenfeld Park

Total Cost For The Complete Turf Management Program \$11,240

Friedenfeld Main Football Field

Total Cost For The Complete Turf Management Program \$7,425

Haupt Strasse Park

Total Cost For The Complete Turf Management Program \$2,640

Firemans Park

Total Cost For The Complete Turf Management Program \$2,445

Kinderburg Park

Total Cost For The Complete Turf Management Program \$4,520

Alt Bauer Park*

Total Cost For The Complete Turf Management Program \$1,850

Spassland Park*

Total Cost For The Complete Turf Management Program \$1,850

Schoen Laufen Park*

Total Cost For The Complete Turf Management Program \$130

Wiedenbach Park*

Total Cost For The Complete Turf Management Program \$540

Dheinsville Park*

Total Cost For The Complete Turf Management Program \$995

*These 5 parks are scheduled for 1 application of weed control -w- no fertilizer.

Total Cost For The Complete Turf Management Program \$33,635

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Action Item

ITEM TITLE: A Resolution Approving the Germantown Professional Firefighters International Association of Firefighters Local 4854, AFL-CIO, CLC Union Collective Bargaining Agreement

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

Village staff engaged in multiple discussions with the Fire Union and successfully reached an agreement. The attached documents include the Resolution, the updated contract, and a summary of the amendments along with the rationale behind each change.

ATTACHMENT:

1. RES 05-2025 Firefighter Collective Bargaining Agreement
2. Final 2025-2028 CBA
3. High Level Summary of Changes

STAFF RECOMMENDATION:

Recommendation Resolution to the Village Board

ACTION BY Committee:

RESOLUTION NO. 05-2025

A RESOLUTION APPROVING THE GERMANTOWN PROFESSIONAL FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4854, AFL-CIO, CLC
UNION COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Village of Germantown Support Services Manager and Fire Chief have been in negotiation with the Germantown Professional Firefighters International Association of Firefighters Local 4854, AFL-CIO, CLC Union and have come an agreement as attached for the terms of January 1, 2025 – December 31, 2028; and,

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, that the Village Board of the Village of Germantown does hereby approve the attached Germantown Professional Firefighters International Association of Firefighters Local 4854, AFL-CIO, CLC Union Collective Bargaining Agreement as attached for the terms of January 1, 2025 – December 31, 2028.

Adopted: April 7, 2025

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GERMANTOWN PROFESSIONAL FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 4854, AFL-CIO, CLC**

AND

VILLAGE OF GERMANTOWN

JANUARY 29th, 2025



TERM: JANUARY 1st, 2025 - DECEMBER 31st, 2028

The International Association of Fire Fighters reserves its right to modify, amend, delete or add to its proposals at any time and for any reason. All tentative agreements are subject to acceptance of the collective bargaining agreement as a whole by the Members of Local 4854.

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Intention

This AGREEMENT is made and entered into between the Village of Germantown, Wisconsin, hereinafter referred to as the "Employer" and the Local 4854, International Association of Fire Fighters, hereinafter referred to as the "Association" on behalf of and covering only the regular full-time and paid on premise employees of the Employer's Fire Department, in the classification of Firefighter and Emergency Medical Technician, hereinafter referred to as the "Employees."

Section 1 - Purpose

It is the purpose of the Agreement and the desire of both parties hereto to protect and promote the interests of the general public to whom the parties provide services, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work, and conditions of employment to provide for the well-being of the employees and to allow the Employer to operate and manage its affairs as efficiently and flexibly as possible. All references to employees in the male or female gender shall be interchangeable where applicable.

Section 2 - Recognition

The Employer hereby recognizes the Association as the exclusive bargaining agent for the regular full-time and paid on premise employees of the Employer's Fire Department, excluding professional, supervisory, managerial, volunteer, temporary, clerical, and confidential employees.

Section 3 - Management Rights

The Employer possesses the sole right to operate the Fire Department and all management rights and functions repose in it. These rights include, but are not limited to, the following:

- To direct all operations of the Fire Department;
- To establish reasonable work rules, to establish, modify or change work schedules, manning of apparatus, or the amount of apparatus in the fleet, and to assign working hours including overtime;
- To hire, promote, transfer, schedule and assign employees in positions within the Fire Department, and to hire, promote, transfer, schedule and assign to supervisory or other technical or managerial positions, or to positions outside the classification of the Fire Department;
- To suspend, demote, discharge employees for cause;
- To take whatever action is necessary to comply with State or Federal law;
- To allocate and assign work to employees within the Department;
- To relieve employees from their duties because of lack of work, lack of apparatus, or any other legitimate reason;
- To maintain the efficiency of Fire Department operations and facilities, and to introduce new, improved, or different methods and techniques of operation of the Fire Department or of changes in existing methods or techniques;
- To determine and change the scheduling of operations and determination of the number and duration of hours of assigned duty per week;
- To determine the amount of supervision necessary;
- To contract out for goods and services for ancillary services as long as no current bargaining unit personnel are displaced by such contracting out;
- To determine the methods, means and personnel by which Fire Department operations are to be conducted and to determine the number of ranks and the number of firefighters within each rank;
- To take whatever action is necessary to carry out the functions of the Fire Department in situations of emergency;

- To determine the kinds and amounts of services to be performed as pertains to Fire Department operation; and the number and kind of classifications to perform such services;
- To assign other duties to members of the Fire Department as these duties relate to the administration and operation of the Fire Department;
- To organize, reorganize or change the size of the Department, and the determination of job classifications and ranks based on duties assigned, including the size of the Fire Department and determination of job classifications and ranks based on duties assigned;
- To determine health-, safety-, and property-protection measures for the Fire Department; and
- To determine policy affecting selection and training of firefighters.

Section 3.1 Chapter 111: These rights shall be exercised consistently with Chapter 111 of the Wisconsin Statutes and the express terms of this Agreement. Nothing herein contained shall divest the Association of any of its rights under Wisconsin Statutes.

Section 4 - Salaries

Salaries shall be paid as listed on Appendix A, as attached hereto, and made a part hereof. The pay scale listed on Appendix A shall apply to both paid on premise and full-time employees.

Section 5 - Workday and Workweek

Section 5.1 - Workday: A normal workday for all regular full-time employees working the fifty hour workweek schedule shall consist of working ten (10) hour consecutive hour shifts commencing at 07:00 the start of the employee's normally assigned shift, until 17:00.

A normal work-day for all regular full-time employees working the twenty-four (24) hour schedule shall consist of working twenty-four (24) consecutive-hour shifts at 07:00, the start of the employee's normally assigned shift, until 07:00 the following day.

A normal workday for all regular full-time employees working the forty (40) hour workweek schedule shall consist of working eight (8) consecutive-hour shifts commencing at 07:00. This workday can be amended on an as-needed basis with authorization from the Fire Chief or their designee.

A normal workday for all regular part-time employees shall consist of working twelve (12) consecutive hour shifts commencing at 07:00, the start of the employee's normally assigned shift until 19:00.

Section 5.2 Workweek: The normal work week for regular full-time employees working the fifty-hour (50) workweek schedule shall be Monday through Friday at ten (10) consecutive hours per workday.

The normal work week for regular full-time employees working the twenty-four (24) hour shifts shall be fifty-six (56) hours per week by working a cycle of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty.

The normal work week for regular full-time employees working the forty-hour workweek schedule shall be Monday Through Friday at eight (8) consecutive hours per day. This workweek can be amended on an as needed basis with authorization from the Fire Chief or their designee.

The normal work week for regular part-time employees shall consist of working twenty-four (24) hours one week and thirty-six (36) hours the next week at twelve (12) consecutive hours per workday.

The Village's utilization of the 24-hour shifts is based on such employees assigned two-hundred sixteen (216) hours in a twenty-seven (27) day work cycle. Except when designated by the Fire Chief or the Chief's designee, no employee shall be permitted to work in excess of seventy-two (72) hours straight without a twelve (12) hour break in between shifts.

Section 5.3: Bargaining unit members shall have a one (1) hour paid lunch. If the lunch

period is interrupted by a call to duty, the employee may finish the remaining lunch period at another period during the day.

Section 5.4: All overtime hours must be approved by the Chief or the Chiefs representative.

Section 5.5: The duty of a Paid-on-Premise employee is to cover shifts on the department schedule. These shifts will be worked as a varying shift with the assigned pay rate. Paid on Premise employees may also respond to the fire station to backfill during times of high call volume, as part of a fire company, or as requested by the officer in charge. The POP employee is certified as, minimally, a FF or EMT-basic, preferably both. This employee is expected to uphold all department policies and procedures and work alongside the full-time employees. All POP are able to fill a shift as deemed necessary by the fire chief or the battalion chief on duty. These POP employees are the first preference to fill a vacation or compensatory time spot vacated by a full-time employee with the minimum requirements of a FF/EMT-B. Management rights will be applied to the vacated spot as necessary to support staffing of Germantown Fire Dept. Paid on Premise, Paid on Call, and part-time employees are used interchangeably within this contract.

Section 6 - Overtime

For regular full-time employees working the twenty-four (24) hours shifts, overtime is any time worked by an employee outside of his/her regularly assigned shift.

For regular full-time employees working the regular fifty (50) hour shift, overtime is any time worked by an employee outside of his/her regularly assigned shift.

For regular full-time employees working the forty (40) hour shift, overtime is any time worked by an employee at the direction of the Employer in excess of fifty-three (53) hours per week.

Employees working overtime shall be compensated for such time at a pay rate of time and one-half (1-1/2) based on his or her normal hourly rate of pay. Overtime will be computed at the nearest quarter hour.

Employees who are called in prior to their regularly scheduled shift shall be allowed to complete his or her full regular shift unless otherwise mutually agreed. Time paid for those employees earning compensations for a recognized holiday occurring during that workweek will be counted as hours worked for overtime calculation purposes. Additionally, any prescheduled leave including planned vacation, sick time or compensatory time will count toward time worked for overtime calculation. To be considered "prescheduled" the time must have been approved by the supervisor. Time taken that is not approved is not considered as time worked.

Section 6.1 - Compensatory Time Off: Employees may accumulate overtime earned as compensatory time off in lieu of cash payment subject to the provisions of this paragraph. Compensatory time off will accumulate at the rate of one and one-half (1-1/2) hours for each hour of compensatory overtime hours worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time.

At the end of the year, employees may carry over accumulated compensatory time to the next year or accept a payout of accumulated compensatory time.

Compensatory time may be taken at the employee's discretion with prior approval of the Chief or his designated representative. Compensatory time may be granted in blocks of one (1) or more hours with the approval of the Chief or his designated representative. Compensatory time off requests must be turned in at least seven (7) days prior to the date of the requested time off. Any requests received within the seven days to the date of the requested time off will only be approved if the scheduling needs of the department are met and the Chief or their designee

approve the requested time off. In the event an employee incurs overtime by working for another employee who is off on compensatory time, said employee working the overtime must take the overtime payment in cash rather than compensatory time off.

Should an employee resign or be terminated, compensatory time shall be paid to the employee at the rate in existence at the time of resignation or termination, or the rate prescribed by the Fair Labor Standards Act, whichever rate is higher.

Section 6.2 - Call-In Overtime: Regular full-time and part-time employees called in to work by the Chief or the Chiefs designees on other than a regularly scheduled time shall be entitled to at least two (2) hours' work, or pay therefore, at time and one-half (1-1/2) regardless of the length of time less than two (2) hours which they may work. An employee shall not be entitled to the two (2) hour minimum when he or she is instructed to report early for a particular shift, is required to remain after the close of this shift or is called in for an entire shift or split shift pursuant to this Article. In the event that an emergency incident requires a call in and the employee reports less than two hours prior to the employee's normal workday and that incident lasts until the start of the workday, then the employee will be paid at time and one-half (1-1/2) from the initiation of time worked at the incident until the employee's normal workday starts.

Regular full-time and part-time employees called in to work through the paging system for company duty assignment shall be entitled to at least two (2) hours' work, or pay therefore, at straight time for the first call-in during a calendar day 24-hour period, and then at the rate of one and one-half hours work, or pay therefore, at straight time for each subsequent call-in through the paging system that calendar day, regardless of the length of time less than the paid time which they may work. If an employee has already worked overtime based on meeting the number of hours in the work period or work week when the paging system call in occurs, then the minimum paid time above shall also be at the overtime rate regardless of the length of time less than the paid time which they may work

Section 6.3 - Training Overtime: All training overtime must be authorized by the Fire Chief or their designee. The employer has the authority to change the employee's shift so as to accommodate training and thereby avoid the payment of overtime by mutual agreement.

Section 6.4 - Trade Days: Full-time employees shall be allowed to trade days or shifts under mutual agreement subject to minimum staffing requirements and the approval of the Chief or their designee. All requests for exchange of time or shift swap (trades) shall be requested at

least 48 hours in advance and must be filled within three months. The employees must submit the request to the Fire Chief's Office for approval. The employee working the trade shall not be paid for those hours. Hours worked during the trade shall be excluded by the employer in the calculation of the hours for which the employee working may otherwise be entitled to overtime compensation under the Fair Labor Standards Act. If the employee scheduled to fill the trade calls in sick or is unavailable, then that employee's leave bank shall be charged, as applicable, and that employee shall be held accountable for said vacancy. Employees requesting a trade must have at least twelve hours' paid leave time in order to be eligible to trade. The Village assumes no liability or responsibility for repayment of trade time that is unfulfilled. The employee must maintain record regarding trade times exclusive of the written request. Permanent shift changes only may occur if a minimum of two (2) weeks' notice is given and only with the approval of the Chief or the Chiefs representative. It shall be the normal procedure to assign the employee to his or her next regular shift under such circumstances, subject to changes by the Chief or the Chiefs representative.

Section 7 - Education

For approved courses, employees may be reimbursed for one-half (1/2) of the per credit or tuition amount per semester for courses successfully completed and enrolled in accordance with the terms of this policy. Courses eligible for inclusion in this policy:

- The course shall be attended in residence at a college, university, or technical college;
- The course shall be listed in the current school catalog and class schedule of the respective school;
- The course shall be related to the employee's current work duties for the Village of Germantown; and
- The course shall be contained within a program of study for which credit is given toward a degree or associate degree from the college, university, or technical college.

Approval for inclusion of course work under this section shall be sought in the following manner:

- The submission of a request on an Approved Educational Incentive Program form to the Fire Chief for review relative to course value to the Fire Department and relationship of the course to the employee's current position with the Germantown Fire Department.
- The request shall be submitted to the Fire Chief for consideration and approval or disapproval. Any approval must be obtained prior to the employee enrolling in any course for which the benefits of this program are applied.

Section 7.1 - Training: All Germantown Fire Department employees who attend association meetings, conferences, training sessions, institutions, workshops, seminars, or special classes during regular working hours and who receive prior approval, as specified below, will be considered for purposes of time reporting and payroll to be at work during the period of meetings; training and seminars. The hours of work are only for work related topics and time. Activities that are social in nature and not related to the job are not accountable hours.

Prior approval of the Fire Chief must be obtained in writing before any employee attends association meetings, conferences, training sessions, institutions, workshops, seminars, or special classes during regular working hours. The attendee must submit a written request indicating all pertinent details including any request for crediting of time or reimbursement of fees to the Fire

Chief. A signed voucher would mean approval.

Upon successful certification or completion, some classes attended which are State Certified, are reimbursed by the State of Wisconsin, including tuition, mileage, food, and lodging. The Fire Chief will be responsible for submitting the appropriate form to the state for reimbursement.

Training Request Procedure: Requests must be made on a Germantown Fire Department form. The forms may be obtained from the Chief or the Chiefs designee.

Costs Covered: When a request for training is approved, the employee's registration, tuition, related publications, reasonable transportation, and lodging costs will be covered by the Village. Receipt retention and submission is required for such cost coverage. Employees will receive \$25.00 per day for meal allowance for each full day they are engaged in training or conferences, this allowance does not cover alcoholic beverages. There are some restrictions as it relates to breakfast and dinner. If you are going to be returning home the night of a conference, then the dinner allowance will not be allowed. The same goes for breakfast the morning that you leave; this will not be allowed. A breakfast is only covered if you will be staying overnight the day before the conference or seminar and dinner will only be allowed if you are staying overnight the night of a conference.

Out-of-State Training for the Germantown Fire Department shall be approved during the budget process.

The Germantown Fire Department will attempt to provide a vehicle for transportation for all training. All requests for mileage reimbursement require prior department approval by the Fire Chief. Requests will be submitted in writing to the Fire Chief one week prior to requested training. Approved reimbursement will be submitted on the Village of Germantown itemized Expense Statement. Reimbursement will be the current rate of the Village of Germantown.

Section 7.1(a) - Paramedic Training: All Full-Time Germantown Fire Department Employees that attend EMT-Paramedic Training during their regular working hours and who receive prior approval from the Fire Chief for that designated program will be considered for purposes of time reporting and payroll to be at work during the period of meetings, training and clinicals, each subject to approval by the Chief, during that program. Meetings, training, and clinicals during non-shift hours or not approved by the Chief will not be considered for purposes of time reporting and payroll to be at work during the period of meetings, training and clinicals.

The Village shall only reimburse employees for the approved costs of the first test and the first course after successful completion and licensure as a paramedic.

The employee approved for the program will be subject to modification of his or her schedule to permit attendance without incurring overtime and employees filling in for the employee will be paid at straight time.

If the employee leaves employment with the Village for any reason within five years of incurring costs for a Department-approved EMT-Paramedic course for certification or licensure, then the employee shall reimburse the Village for costs incurred according to the schedule below. If the employee fails to pass a Paramedic exam or fails to complete a course for an approved Paramedic course for certification, recertification or licensure, then the employee shall reimburse the Village the full expense. The cost is reduced or excluded if the Department receives reimbursement from another source for the course.

Reimbursement Schedule based on separation from employment prior to the following dates:

- Within one year - 100% costs
- Within two years - 80% costs
- Within three years - 60% costs
- Within four years- 40% costs
- Within five years - 20% costs
- After five years - 0% costs

If a full-time firefighter resigns employment for the purpose of new full-time employment with a fire department within three years of the completion of the course, the employee will reimburse the Village 100% of the costs. The Employee must reimburse the employer within 60 days of invoice by the Village.

Intent of Schedule is that it begins on day one of the completion of the course or receipt of results of the passing exam.

Section 7.2 - Recertification: All employees are responsible for maintaining applicable certification status and seeking appropriate recertification when necessary. The Department will reimburse full-time employees and part-time employees for the cost of certification and

recertification when necessary. All requests for reimbursement for certification and recertification must be presented to the Chief for approval prior to signing up for the certification or recertification program. All costs of certification and recertification paid for by the Department must be repaid by a part-time employee if the part-time employee leaves the Department for any reason within six months after receiving the certification or recertification.

Section 7.3 - Employee Reimbursement to Department: If the employee leaves employment with the Village for any reason within two years of incurring costs for a Department-approved course for certification, recertification or licensure (costs are identified as tuition, materials, exams, physical exams, and shots), then the employee shall reimburse the Village according to the schedule below. If the employee fails to pass an exam or fails to complete a course for a Department-approved course for certification, recertification or licensure (costs are identified as tuition, materials, exams, physical exams, and shots), then the employee shall reimburse the Village. The courses FFI, MPO and EMT-B are excluded if the Department receives reimbursement from another source for the course.

Reimbursement Schedule based on failure of course, drop out of course, failure to certify or resignation from employment prior to the following dates:

- 365 days - 100% costs
- 366-730 days - 50% costs
- More than 730 days - 0% costs

If a full-time firefighter resigns employment within 730 days for the purpose of new full-time employment with a fire department within 730 days of the beginning of the course, the employee will reimburse the Village 100% of the costs. The Employee must reimburse the employer within 60 days of invoice by the Village. *Intent of Schedule is that it begins on day one of the course.*

Section 8 - Leaves of Absence

Section 8.1 - FMLA Leave: Provisions of the Family Medical Leave Act and applicable Wisconsin laws govern all employee requests for leaves without pay.

Section 8.2 - Military Leave: Employees shall be granted a leave of absence for tour of military duty, reserve training, National Guard duty or other qualifying military-related activity according to the rights and limitations of Wisconsin Statute section 45.50 and other applicable state and federal law. If you receive notice that you will be taking military leave, please notify the Fire Chief as soon as possible to discuss that leave. Any employee who is a member of the United States Military Reserve and who is called upon for Reserve Training shall be paid the difference between his or her military base pay and his or her regular weekly earnings, not to exceed two weeks for anyone calling.

Section 8.3 -Jury Duty: Any employee subpoenaed for jury duty shall be paid his or her regular wages and shall turn over to the Village Clerk any monies excluding mileage allowances he or she shall receive from the parties as a result of jury or witness service. Employees are required to return to work when they are released from jury duty at least two hours prior to the end of their regular work shift.

Section 8.4 - Subpoenaed Witness: Any employee subpoenaed as a witness in an action as a result of his or her employment with the Village shall be paid his or her regular wages and shall turn over to the Village Clerk any monies excluding mileage allowances he or she shall receive from the parties as a result of witness service. Employees are required to return to work when they are released from serving as a witness at least two hours prior to the end of their regular work shift.

Section 9 - Holidays

Section 9.1: Regular full-time employees shall receive the following as paid holidays:

- New Year's Day
- Friday before Easter
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve
- Floating Holiday

For employees working a 40 or 50-hour workweek schedule, if a holiday falls on a Saturday, the preceding workday will be observed as a holiday. If a holiday falls on a Sunday, the following workday will be observed as the holiday. Normal holiday pay is for a standard workday for regular full-time employees at the employee's regular pay rate. These employees also receive one floating holiday.

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

The employee will be given 134 hours of paid time off marked as holiday. This shall be added to the employees holiday bank during the first full pay period of the year. If the employee does not utilize the time off by the end of the calendar year the remainder shall be paid as follows. The employee shall be paid at their regular rate of pay for any remaining holiday paid time off at the end of the calendar year, up to one hundred and thirty-four hours.

If an employee separates with the department for any reason during the year the Employer may prorate how many hours the employee should receive. If an employee's schedule is changed and the employee is now regularly off during the holiday the employer may prorate the hours an employee should receive. These may result in a payback to the Village. For the purpose of calculating the prorated hours, each holiday is equal to 12.18 hours.

Paid on Premise staff working on a holiday will be paid at the rate of time and one half.

Section 10 - Vacations

Section 10.1 - Vacation Schedule: Employees who are regularly scheduled on a full-time, twelve (12) month basis as forty (40) hour per week scheduled employees shall be eligible to accrue the following vacation leave with pay throughout each anniversary year on the following basis and as otherwise set forth in this Section 10:

Years of Service	Vacation Days (up to a maximum earned per year)	Vacation hours (up to a maximum earned per year)	Accrual Rate (Hours per Pay period)
0-4 years	10 days	80 hours	3.076
5-9 years	12 days	96 hours	3.692
10-14 years	20 days	160 hours	6.153
15-19 years	25 days	200 hours	7.692
20+ years	30 days	240 hours	9.230

Employees who are regularly scheduled on a full-time, twelve month basis as fifty (50) hour per week scheduled employees shall be eligible to accrue the following vacation leave with pay throughout each anniversary year on the following basis and as set forth in Section 10:

Years of Service	Vacation Days (up to a maximum earned per year)	Vacation hours (up to a maximum earned per year)	Accrual Rate (Hours per Pay period)
0-4 years	10 days	100 hours	3.846
5-9 years	12 days	120 hours	4.615
10-14 years	20 days	200 hours	7.692
15-19 years	25 days	250 hours	9.615
20+ years	30 days	300 hours	11.538

Employees who are regularly scheduled on a full-time, twelve-month basis as twenty (24) four hour per shift scheduled employees shall be eligible to accrue the following vacation leave with pay throughout each anniversary year on the following basis and as set forth in Section 10:

Years of Service	Vacation Days (up to a maximum earned per year)	Vacation hours (up to a maximum earned per year)	Accrual Rate (Hours per Pay period)
0-4 years	5 days	120 hours	4.615
5-9 years	7 days	168 hours	6.461
10-14 years	10 days	240 hours	9.231
15-19 years	12 days	288 hours	11.076
20+ years	15 days	360 hours	13.846

Section 10.2 - Accrual: In all cases the employee is entitled to use earned regular vacation only after he or she has passed his or her first anniversary date. Thereafter, vacation is earned by anniversary and will start accruing the day of hire and be calculated according to the charts above, prorating the first accrual based on years of service and full time start date and on a per pay period basis thereafter. No vacation time is accrued during pay periods where the employee uses unpaid leave or is not on payroll for the full pay period. In accordance with Section 10.5, employees may request to use unaccrued vacation during the course of the anniversary year it was accrued. It is possible that an approved vacation request could create a “negative” balance – where an employee requests more hours than they have accrued at the current time. In those situations, that employee is responsible for repayment of any paid vacation hours, should they subsequently leave employment or fail to accrue vacation before those used hours are accrued. At retirement or separation employment with the Village, the eligible employee will be paid out any additional documented vacation they have accrued as well as the annual vacation accrued, using the following formula: **Annual Hour Allotment/26 pay periods x # of pay periods from anniversary to retirement/termination date.**

Example: 24/48 Shift Employee Abbie was hired on January 10th and her first paycheck is February 1st. On that paycheck, she will see that she accrued 4.615 hours. After 1 year of service, this will come out to 120 hours. This will increase in accordance with the chart in Section 10.1 and continue until the day she either resigns or retires at which point the hours documented on her time sheet will accurately state the hours she will be paid out on her last paycheck.

Employees may hold a bank of vacation hours that is equal to their yearly accrual plus the number of hours worked per week. For a 24/48 shift employee this would be an additional 56 hours. For a 50-hour weekly employee this would be an additional 50 hours. For a 40-hour weekly employee this would be an additional 40 hours.

Section 10.3 - Termination of Benefits: In case of termination, an employee shall be paid his or her accrued and unused vacation, calculated from his or her anniversary date to his or her termination date, provided a minimum of two (2) weeks’ notice is given to his or her supervisor.

Section 10.4 - Scheduling: Between November 1 and November 31, employees may request in writing up to two (2) weeks of their vacation and it shall be granted based on the

employee's first full-time shift date. The employer shall utilize the Department scheduling software to approve or deny requested vacation days in Section 10.4 by December 7th.

Between December 1 and December 31, employees may request in writing any remaining vacation and it will be granted based on the employee's first full-time shift date. The employer shall utilize the Department scheduling software to approve or deny requested vacation days in Section 10.4 by January 7th. After December 31, vacation requests shall be granted on a "first-come, first-serve basis," subject to Department staffing needs and must be submitted at least 7 days ahead of the requested time off. The employer shall use the department scheduling software to approve or deny all vacation requests for that calendar year within 3 working days of the employee's written request.

No more than one (1) bargaining unit employee may preschedule (before December 31) vacation at any one time. This limit may be exceeded if approved by the Fire Chief or the Chiefs representative.

Employees who need to cancel vacations shall give at least five (5) business days written notice of such to the Fire Chief or the Chiefs representative. The Fire Chief or the Chiefs representative shall give a response within 48 hours of the request, and denials shall not be arbitrary, capricious or discriminatory.

Section 10.5 – Negative PTO Balance: Employees may use PTO prior to its accrual, resulting in a negative balance subject to section 10.5. Employees may not use advanced PTO beyond what the employee would accrue within the calendar year, at their current step. In extenuating circumstances, the Fire Chief or their designee can allow the negative balance to exceed the employees maximum annual accrual.

Employees with a negative PTO balance at the time of separation from employment shall repay the negative balance through a deduction of their final paycheck. If the balance exceeds the final paycheck the employee must repay any additional negative balance at time of separation. Further action from the Village may be warranted subject to Wisconsin State Statutes.

Employees may hold a bank of vacation hours never exceeding their yearly accrual plus the number of hours worked per week. For a 24/48 shift employee this would be an additional 56 hours. For a 50-hour weekly employee this would be an additional 50 hours. For a 40-hour weekly employee this would be an additional 40 hours. The bank is continuous and does not reset annually. This section will not be in effect until 7/1/2025

The PTO accrual and usage section, including negative balance caps, shall be reviewed annually by Department Leadership and the Union to address operational concerns and ensure clarity.

Section 10.6 - Extended Time-Off: All employees must forward a written "Leave of Absence" request to their supervisor if they apply for more time off than is allowed by the vacation policy.

Section 11 - Sick and Emergency Leave

All regular full-time Employees working a fifty-hour schedule shall be credited for one (1) regular workday often of hours of sick leave per month, up to an accumulated total of twelve (12) days of sick leave per year. All regular full-time Employees working a twenty-four-hour shift schedule shall be credited for 12 hours of sick leave per month, up to an accumulated total of 144 hours of sick leave per year. Employees are eligible to collect sick leave on the first day of the month after the employee has worked for the Employer for one full month. Sick leave may be applied only to days that the employee is regularly scheduled to work and may not be used until ninety (90) days after the employee begins accumulating sick leave. The employees shall not be allowed to accumulate sick leave in excess of fifteen hundred (1500) hours.

Section 11.1: After an employee has attained the maximum accumulation of 1500 hours of sick leave, the employee will become eligible to accumulate sick leave, and if a required sick day was taken, the employee would be able to draw from this additional annual accumulation, however, for any remaining sick leave accumulated during that year, the Employer would grant vacation in accordance with the following schedule to be taken during the subsequent year depending on whether the employee is scheduled on the 50 hour weekly schedule or the 24 hour per shift schedule. Each year is treated separately, and each year is an accumulation by itself. Further, the vacation calculations start over each year.

24 hour schedule		50 hour work week	
Accumulated Sick Time (hrs.)	Additional Vacation (hrs)	Accumulated Sick Time (hrs.)	Additional Vacation (hrs)
0-36	0	0-30	0
37-60	12	31-49	12
61-84	24	50-69	24
85-108	36	70-89	36
109-132	48	90-119	48
133+	60	120+	60

Section 11.2: A regular full-time employee working a forty or fifty-hour schedule shall be granted three days leave with pay for the death of an immediate family member of the employee. A regular full-time employee working a twenty-four-hour schedule shall be granted one shift leave with pay for the death of an immediate family member of the employee. Immediate family being defined as follows: Spouse, mother, father, child, grandchild, grandparent, brother, sister, mother-in-law or father-in-law, step brother or step sister, step-mother or step-father, provided that such step-brother, step-sister, step-mother or step-father was a member of the household during the employee's childhood and when the employee was within the household

Section 11.3: An employee absent because of sickness or injury shall notify the Chief or the Chiefs representative of that fact prior to the employee's normal starting time. Failure to notify the supervisor may result in the loss of sick leave payments subject to the discretion of the Chief.

Section 11.4: Any employee absent due to illness for more than three (3) days may be required to obtain a certificate from the attending physician describing the reason and disposition. The Employer further reserves the right to have an employee claiming sick leave examined by a physician of its own choosing at no cost to the employee.

Section 11.5: All sick leave shall be subject to administration by the Chief and abuse of sick leave may subject the employee to discipline.

Section 11.6: Regular full-time employees may use any of their accumulated sick leave per year in the event that their presence is required due to an illness or injury of a member of their immediate family. Immediate family is defined in section 11.2.

Section 11.8: In order to be eligible for holiday pay, the employee must work the workday immediately preceding and the workday immediately following the holiday, unless the employee is absent on a paid leave of absence specified in this Agreement, or unless otherwise excused by the Chief or the Chiefs representative. If an Employee is absent, comes in late or leaves early on the workday immediately preceding or the workday immediately following the holiday because of illness, then the employee must present a valid medical excuse to receive payment for the holiday.

Section 11.9: Employees who retire and are eligible to draw a WRS annuity may convert fifty-five percent (55%) of their unused accumulated sick leave into dollars at the time of

retirement which must be applied to the continuation of health insurance coverage and will not be paid in cash to an employee. Employees may continue in the Village Health Insurance Plan at their own expense until comparable coverage is available from another employer or until the retiree attains the age where the retiree may convert to Medicare supplemental insurance at the retiree's own expense. Provided, however, if there is a balance in the retiree's sick leave conversion plan, the balance in the retiree's sick leave conversion plan shall be used to offset Medicare supplemental insurance until the sick leave account has been exhausted. The Village will provide assistance to retirees with respect to said conversion. If a retiree dies before using up all of the accumulated sick leave, the balance of the sick leave shall be used by the spouse/beneficiary provided they are covered under the same health insurance plan as the deceased retiree.

Section 12 - Insurance

Section 12.1 - Health Insurance: The Employer shall provide an Employer Sponsored health insurance plan. Employees shall pay twelve percent (12%) of the monthly premium of the plan he/she chooses so long as Silver Status has been achieved in the Village's Wellness program by October 15th. If Silver Status has not been reached, the premium will increase to 25%. Should the Village no longer offer a Wellness program, or should the wellness program no longer have an obtainable status to reach, the employees monthly premium share shall return to and remain at twelve percent (12%) of the plan he/she chooses.

The employer may, from time to time, after due notice in writing to the Association, change the insurance carrier or self-fund its health care program, if it elects to do so. Nothing in this Article shall prohibit any employees from purchasing additional hospitalization or surgical care insurance at the employee's own expense. No claim shall be made against the Village for additional compensation in lieu of or in addition to an employee's insurance premium paid because the employee does not qualify for the family plan.

Section 12.2 - Dental Insurance: The Village shall provide dental insurance and pay the full premium. The level of coverage provided shall not be changed without approval of the Association.

Section 12.3 - Life Insurance: The Employer shall provide term life insurance coverage to each employee in an amount equal to one thousand dollars (\$1,000) of insurance for each one thousand dollars (\$1,000) of base salary rounded to the next highest one thousand dollars (\$1,000). This insurance shall be provided through the State of Wisconsin. Additional insurance available through the plan may also be purchased at the employees' expense via payroll deduction.

Section 12.4 - Section 125 Plan: The Employer agrees to provide an Internal Revenue Code Section 125 plan for full-time employees.

Section 13 - Part-Time Employment

Section 13.1: Employees are allowed to obtain part-time employment with another Employer other than the Village of Germantown upon the following conditions:

Written notification of time of commencement of part-time employment and filed with the Chief prior to the commencement of employment. Name of part-time Employer and proposed hours worked shall be filed with the Chief in writing prior to the commencement of employment.

Section 13.2: No part-time work secured by any employee may interfere with the employee's full-time occupation with the Village of Germantown Fire Department. If such employment interferes in any way with the employees' duties with the Village of Germantown Fire Department, said employee shall modify or terminate his part-time employment immediately.

Section 14 - Seniority Clause

Section 14.1: Seniority shall be determined by the employee's length of service as a regular full- or part-time firefighter/EMT retroactive to the last date of hire. Current part-time employees hired as full-time employees shall have no break in his or her seniority from his or her original hiring date. Seniority shall continue to accrue during periods of sick leave, time spent in the armed forces on military leave of absence, approved leave of absence, Worker's Compensation, and for a period of up to two (2) years while an employee is on layoff.

Section 14.2: An employee shall forfeit his seniority rights only for the following reasons:

- Resignation.
- Dismissal with no reinstatement.
- Retirement on regular service retirement.
- Is absent from work for three (3) consecutive working days without notification to and approval by the Employer unless unable to notify for physical or other reasonable excuse.
- Fails to indicate his or her intent to report to work within ten (10) calendar days after having received notice of recall by certified mail, unless the employee is unable to notify the Employer for physical or other reasonable excuse.
- Fails to report to work within three (3) workdays from a mutually agreed upon expiration date for a leave of absence.
- Is on lay-off status for more than two (2) years.

Section 14.3: In the event it becomes necessary or requested, an up-to-date seniority list showing names and length of service shall be provided for inspection by members of the Department. Each full-time employee shall have two (2) dates listed, the date of the employees POC / POP hiring as well as their first full-time shift date.

Section 15 - Retirement

Section 15.1: All employees who are expected to work at least one year and who work in excess of twelve hundred (1200) hours per year shall belong to the Wisconsin Retirement System (WRS). An eligible employee initially employed by the Village after July 1, 2011, shall pay the full amount of the employee's contributions as required by the Wisconsin Retirement System. Effective January 1, 2014, eligible employees initially employed by the Village prior to July 1, 2011 shall contribute the full general employee contribution to the Wisconsin Retirement System.

Section 16 - Uniforms

Section 16.1: Upon hire, regular full-time employees shall receive two short sleeve shirts with appropriate patches, two long sleeve shirts with appropriate patches, three polo shirts, two job shirts, 4 pants, 5 "T" shirts, one badge, one winter jacket, and one name tag.

Upon hire Paid on Premise Firefighters will receive one (1) polo shirt, one (1) job shirt, one (1) pair of pants, 2 t-shirts and one name tag. After successfully completing one (1) full year of employment Paid on Premise Firefighters will receive one short sleeve shirt with appropriate patches, and one long sleeve shirt with appropriate patches.

The winter jacket will be issued to the full-time new hire prior to October 1. All members shall wear their uniform to training, classes, and departmental functions. A minimum of one "T" shirt shall be left in the member's locker to be worn when coming in for an emergency response. If at the Village's discretion the uniform style or color is changed, then the Village shall replace the issued uniform that changed at the Village's expense. Unless purchased with an employee's personal funds all uniforms listed in this section, excluding "T" shirts remain the property of the Village. With the exception of uniform components purchased with an employee's personal funds, an employee who separates employment shall return the clothing and equipment to the Village within five (5) business days of separation. In the event that the clothing and equipment are not returned within five (5) business days, then the costs thereof shall be deducted from the final paychecks to the extent permitted by law. After the initial year of employment, each firefighter shall receive an annual uniform allowance check for replacing or purchasing approved uniforms and paid annually; Paid on Premise employees will be eligible for clothing allowance after probationary period. In the event the firefighter is on unpaid leave, resigns or is terminated, then the uniform allowance is prorated. The amount overpaid shall be deducted from the final paychecks as permitted by law.

- Full-time firefighters shall receive \$500.00 annually. \$250 to be paid on January 1st of each year and \$250 to be paid on July 1st of each year.
- Paid on Call firefighters shall receive \$75.00 annually.
- Paid on Premise FireFighter EMTs shall receive \$100 annually.

This section does not include protective bunker gear which shall be provided by the Village.

Section 17 - Worker's Compensation

Employees are entitled to Workers' Compensation coverage. An employee who is absent due to temporary injury or illness caused during the course of the employee's duties shall receive his or her regular wages during his or her absence. The employee shall receive his or her regular wage and benefits enumerated in this contract for a period not to exceed twelve (12) months from the date of injury, and, thereafter, the employee shall receive compensation in accordance with the Wisconsin Workers' Compensation Act. The total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation.

Section 18 - Probationary period

Section 18.1: All new and rehired employees shall serve a one (1) year probationary period from date of hire. An employee may be disciplined or discharged for any reason or no reason and without recourse to the grievance procedure or other dispute process during the probationary period. A new or rehired employee's probation period may be extended for up to six (6) months by the Chief or Administrator.

Section 18.2: A Probationary firefighter may not enter into a shift trade during the first six months of full-time or part-time service, and such prohibition may be extended by the Chief or reinstituted by the Chief during the probationary period.

Section 18.3: Every applicant receiving a promotion shall be subject to a probationary period in the promoted position for a period of one calendar year from the date of the promotion and the employee's probation period may be extended for up to six (6) months by the Chief. The employee will be returned to the employee's previous position if the employee fails to complete the probationary period.

Section 18.4: A change from Paid on Premise status to full-time status shall be subject to a probationary period for one-year under Section 18.1. The Chief may move the firefighter back to POP status during the probationary period in addition to the options available to the Chief in Section 18.1.

Section 19 - Rules and Regulations

Section 19.1: The Employer shall provide each Association member with a copy of the Rules and Regulations and an up-to-date copy of the General Orders will be provided to each Association member. Whenever a rule or regulation is used to impose discipline, the reasonableness of said rule or regulation may be challenged through the grievance procedure.

Section 20 - Guarantee of Rights and Protection

Section 20.1 - Association Business: The Association agrees to conduct its business off the job except as herein provided. In no event shall Association activities be permitted to interrupt the Village's normal operations. This Article shall not operate to prevent a steward or officer from processing any grievance in accordance with the procedures outlined in this Agreement, nor to prevent certain routine, reasonable business such as posting of Association notices and bulletins. The Association will provide the Village Administrator and Fire Chief with a list of Association officers at least once a year, on or about July 1, and as changes occur.

Section 20.2 -Negotiations: Two bargaining unit members shall be allowed to attend bargaining sessions while on duty without any loss in pay or benefits provided the employee maintains radio contact and is subject to call. This shall include the collective bargaining, mediation and arbitration sessions if necessary. The member shall not be compensated for sessions that do not occur during the employee's normally scheduled shift or while the employee is not on duty.

Section 20.3 - Grievances: The Employer agrees that time spent in the presentation of grievances during regular working hours shall not be deducted from the pay of the employee presenting the grievance. The member shall not be compensated for sessions that do not occur during the employee's normally scheduled shift or where the employee is not on duty.

Section 20.4 - Convention Delegates: A convention or conference delegate shall be allowed leave without pay, not to exceed three (3) days in one (1) year solely to attend the convention or conference. No more than one bargaining unit employee shall be entitled to the benefits of this section.

Section 20.5 - Bulletin Board: The Employer agrees to provide and allow the use of a bulletin board or posting space in convenient areas at all Village Fire Stations, provided however, that employees shall not post offensive or political information on said bulletin or posting space. Any posted offensive or political literature may be immediately removed.

Section 20.6 - Business Agents and Representatives: Business Agents or Representatives of the Association having business with the Association members of the Association may confer with such members during the course of the workday for reasonable periods of time, provided that the Agent or Representative provides notice and receives approval from the Fire Chief to be on the premises.

Section 21 - Grievance Procedure

Section 21.1: The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement.

Section 21.2: Grievances shall be processed in the following manner: (Time limit as set forth shall be exclusive of Saturdays, Sundays and holidays).

STEP 1: An employee, the Association, and/or a representative of the employee or the Association, who believes a grievance has taken place shall take the grievance up orally or in writing with the Chief within five (5) days of his or her knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (14) days after the event. In the event of a grievance, the employee shall perform his or her assigned work tasks first and grieve later. The Chief shall attempt to make an adjustment, and, in any event, the Chief shall be required to give an answer to the grievant within five (5) days.

STEP 2: The grievance shall be considered settled in Step 1 unless within ten (10) days after the Chiefs answer is due, the grievance is reduced to writing and presented to the Village Administrator. The Village Administrator shall respond to the grievance in writing within fifteen (15) days with a copy to the grievant and the local Association.

STEP 3: The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of the Village Administrator's answer or last date due, the Association shall request in writing to the other that the dispute be submitted to an arbitrator.

Section 21.3: If the grievance is not settled in Step 3 of the Grievance Procedure, the Wisconsin Employment Relations Commission (WERC) will provide a list of active WERC arbitrators, which the parties will then strike from until a name remains. A coin flip will then determine who strikes first. The parties shall then make a joint request to the WERC for the appointment of the agreed upon arbitrator. The WERC shall be notified of the selection of the arbitrator within five (5) working days of the selection.

Section 21.4: The arbitrator so selected shall hold a hearing at a time and place convenient to the parties and shall take such evidence as in his judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitration award shall be reduced to writing and submitted to the respective parties.

Section 21.5: The arbitrator shall neither add to detract from nor modify the language of

this Agreement in arriving at a determination of any issue presented that is proper for final and binding arbitration. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the Employer, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Employer of such right. The decision of the arbitrator within the limits of his authority shall be final and binding on the parties.

Section 21.6: All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses, the obtaining of depositions, attorney fees, or any other similar expenses shall be borne by the party at whose request such expenses are required.

Section 21.7: Grievances shall be processed on the form included as Appendix "B". Said form shall be printed and provided by the Association.

Section 21.8: All appeals of duly filed grievances not submitted by the grievant or his representative within the time limit specified shall be termed abandoned grievances.

Section 21.9: In the event that the Employer fails to respond to any grievance within the time limit set forth in the grievance procedure, the grievance shall automatically move to the next step.

Section 21.10: The time limit set forth in the grievance procedure may be changed by mutual agreement between both parties and shall be done so in writing.

Section 22 - No Strike

Section 23.1: The Association agrees not to engage in or condone any illegal job action and the Employer agrees not to lock out employees during the term of this Agreement.

Strike Prohibited: The "Strike" as used herein means the failure with other to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, or failure in whole or in part to carry out the full, faithful and proper performance of the duties of employment, and without the lawful approval of the superior. The term "Strike," as used herein, also means in any manner interfering with the operation of the Fire Department of the Employer for the purpose of inducing, influencing, or coercing, the recognition of any employee organization or a change in the conditions or compensations or the rights, privileges, or obligations of employment or in sympathy with others for any purpose. All orders will be obeyed.

Neither the Association or any of its officers, agents or Fire Department employees will instigate, promote, encourage, sponsor, engage in or condone any strike, concerted work stoppage, sympathy strike, any other intentional interruption of work slowdown, or picketing, except for informational picketing, during the term of this Agreement and until a successor Agreement is ratified by both parties.

Section 22.2: Upon notification by the Employer to the Association that certain of its members are engaged in a violation of this provision the Association shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order and the responsible official from the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonably effective and affirmative action to secure the member's return to work as promptly as possible.

Section 23 - Fair Share Agreement

The Employer and the Association do hereby agree upon and enter into a "fair-share agreement." Said "fair share agreement" has the meaning designated to it by Wisconsin Statutes 111.70 and 111.71 which is known as the Municipal Employment Relations Act.

Section 23.1: The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, the Employer's deduction of said fair share funds. Such indemnification shall include, but not be limited to, the Association's payment of damages, costs and reasonable attorney's fees.

Section 23.2: The Employer agrees that, at a pay period of the Employer's discretion, it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Association. In the event the Association deems it necessary to raise the dues, it shall notify the Employer thirty (30) days prior to the anticipated increase in the amount of dues deducted from the employee's earnings and that the Employer deduct the increased amount beginning with the deduction following the expiration of the thirty (30) day period. As to new employees, a new employee shall start to pay his fair share of the collective bargaining process at the end of his first thirty (30) days of employment

Section 24 - Paid on Premise

Section 24:1 Definition: The duty of a Paid on Premise employee is to cover shifts on the department schedule. These shifts will be worked as a varying shift with the assigned pay rate. Paid on Premise employees may also respond to the fire station to backfill during times of high call volume, as part of a fire company, or as requested by the officer in charge. The POP employee is certified as, minimally, a FF or EMT-basic, preferably both. This employee is expected to uphold all department policies and procedures and work alongside the full time employees. All POP are able to fill a shift as deemed necessary by the fire chief or the battalion chief on duty. Management rights will be applied to the vacated spot as necessary to support staffing of Germantown Fire Dept. Paid on Premise, Paid on Call, and part-time employees are used interchangeably within this contract.

Section 24.2: The Chief agrees to give preference to current employees of the department for open positions prior to hiring from outside the department, provided the qualifications are met.

Section 24:3 Retirement:

A. The Village of Germantown agrees to provide and pay its own statutory contribution to the Wisconsin Retirement System. Each eligible employee initially employed after July 1, 2011 shall pay the full amount of the employee's contribution as required by the Wisconsin Retirement System. Effective January 1, 2014, eligible employees initially employed by the Village prior to July 1, 2011 shall contribute the full general employee contribution for the Wisconsin Retirement System.

Section 24:4 Line of Duty Death, Accidental Death or Dismemberment Insurance:

The Employer agrees to maintain the current standard of coverage throughout the life of this agreement. The policy provides coverage under any of the following benefits for each Paid on Call/Paid on Premise member as designated and as defined in this policy:

- Accidental and Dismemberment
- Catastrophic Loss Benefit : \$50,000.00
- Accident with Total Disability: Weekly Benefit Amount: \$200
- Maximum Payment Period: 104 weeks
- Accident with Partial Disability Benefit: Weekly Benefit Amount: policy calculation
- Maximum Payment Period: 104 weeks

Section 24.5 GAP Insurance: If an employee is injured in the line of duty or fire department sanctioned event, and is placed on light duty and therefore not receiving workers compensation benefits, the Employer agrees to pay workers' compensation benefits to the maximum mandated by state and federal law of the employee's full-time job rate, or collective bargaining agreement rate, whichever is higher.

Section 25 - Amendments and Savings Clause

Section 25.1: This Agreement may not be amended except by the mutual consent of the parties in writing.

Section 25.2: If any section of this Agreement or any addenda thereto as it relates to matters under the exclusive control of the Village Board of the Village of Germantown should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such section.

Section 26 - Conditions of Agreement

Section 26.1: The terms and provisions herein contained constitutes the entire Agreement between the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

Section 26.2: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or signed this Agreement.

Section 26.3: Any mutual agreements or understandings which are reached during the term of this Agreement shall be reduced to writing. Mutual waivers of any breach, term or condition of this Agreement by the parties shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 26.4: Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

Section 27 - Drug Testing

See Appendix C

Section 28 - Duration of Agreement

The Employer and the Association agree to faithfully and diligently abide and be bound by all the provisions of this Agreement. The terms of this Agreement shall become effective on January 1, 2025 and shall terminate at the close of business on December 31, 2028. Either party wishing to amend the agreement shall, during the last year of the contract, notify the other party no later than September 1st. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining.

Appendix A

Base Salary – Firefighter EMT: As listed in Appendix A.

Base Salary – Firefighter Paramedic: As listed in Appendix A. 5% increase above the base salary of a firefighter EMT.

MPO Pay: When an employee is promoted to the rank of MPO, they shall receive a 3% increase above the respective base salary.

Lieutenant Pay: When an employee is promoted to the rank of Lieutenant, they shall receive a 5% salary increase above the respective base salary.

Captain Pay: When an employee is promoted to the rank of Captain, they shall receive a 10% salary increase above the respective base salary.

Acting Lieutenant Stipend: If a member is qualified to perform in the acting Lieutenant role and is instructed to do so by a Chief Officer, then that member shall serve in the acting Lieutenant role. While serving in the acting Lieutenant role the member shall be paid a stipend equal to \$1.00 per hour worked in that role.

Acting Captain Stipend: If a member is qualified to perform in the acting Captain role and is instructed to do so by a Chief Officer, then that member shall serve in the acting Captain role. While serving in the acting Captain role the member shall be paid a stipend equal to \$2.50 per hour worked in that role.

Acting Battalion Chief Stipend: If a member is qualified to perform in the acting Battalion Chief role and is instructed to do so by a Chief Officer, then that member shall serve in the acting Battalion Chief role. While serving in the acting Battalion Chief role the member shall be paid a stipend equal to \$5.00 per hour worked in that role.

**The language of Appendix A is intended for use if the department formally creates and fills the listed positions. However, this language does not require the department to create or fill any of the listed positions.*

Pay scale applies to both Paid on Premise and Full Time

1/1/2025 3%	Firefighter Hourly	Firefighter Salary	FF/Paramedic Hourly	FF/Paramedic Salary
Starting Pay	\$20.28	\$59,055.36	\$21.29	\$61,996.48
After One Year	\$21.33	\$62,112.96	\$22.40	\$65,228.80
After Two Years	\$22.17	\$64,559.04	\$23.28	\$67,791.36
After Three Years	\$23.83	\$69,392.96	\$25.02	\$72,858.24
After Four Years	\$25.51	\$74,285.12	\$26.79	\$78,012.48
After Five Years	\$27.81	\$80,982.72	\$29.20	\$85,030.40
1/1/2026 3.5%	Firefighter Hourly	Firefighter Salary	FF/Paramedic Hourly	FF/Paramedic Salary
Starting Pay	\$20.99	\$61,122.30	\$22.04	\$64,178.42
After One Year	\$22.08	\$64,286.91	\$23.18	\$67,501.26
After Two Years	\$22.95	\$66,818.61	\$24.09	\$70,159.54
After Three Years	\$24.66	\$71,821.71	\$25.90	\$75,412.80
After Four Years	\$26.40	\$76,885.10	\$27.72	\$80,729.36
After Five Years	\$28.78	\$83,817.12	\$30.22	\$88,007.98
1/1/2027 3.5%	Firefighter Hourly	Firefighter Salary	FF/Paramedic Hourly	FF/Paramedic Salary
Starting Pay	\$21.72	\$63,261.58	\$22.81	\$66,424.66
After One Year	\$22.85	\$66,536.95	\$23.99	\$69,863.80
After Two Years	\$23.75	\$69,157.26	\$24.94	\$72,615.12
After Three Years	\$25.53	\$74,335.47	\$26.80	\$78,052.24
After Four Years	\$27.33	\$79,576.08	\$28.69	\$83,554.88
After Five Years	\$29.79	\$86,750.60	\$31.28	\$91,088.13

1/1/2028 2%	Firefighter Hourly	Firefighter Salary	FF/Paramedic Hourly	FF/Paramedic Salary
Starting Pay	\$22.16	\$64,526.81	\$23.27	\$67,753.15
After One Year	\$23.31	\$67,867.69	\$24.47	\$71,261.07
After Two Years	\$24.22	\$70,540.41	\$25.44	\$74,067.43
After Three Years	\$26.04	\$75,822.18	\$27.34	\$79,613.29
After Four Years	\$27.87	\$81,167.60	\$29.27	\$85,225.98
After Five Years	\$30.39	\$88,485.61	\$31.91	\$92,909.89
7/1/2028 2%	Firefighter Hourly	Firefighter Salary	FF/Paramedic Hourly	FF/Paramedic Salary
Starting Pay	\$22.60	\$65,817.35	\$23.73	\$69,108.22
After One Year	\$23.77	\$69,225.04	\$25.30	\$72,686.29
After Two Years	\$25.20	\$73,390.24	\$26.46	\$77,059.75
After Three Years	\$26.56	\$77,338.62	\$27.89	\$81,205.55
After Four Years	\$28.43	\$82,790.95	\$29.85	\$86,930.50
After Five Years	\$30.99	\$90,255.32	\$32.54	\$94,768.09

Appendix B
Grievance Form

Association: Local 4854

Grievance Number: _____

Employer: Village of Germantown

Date of Alleged Violation: _____

Date Grievance Filed: _____

Article or Section of Contract Violated: _____

Statement of Grievance: *Attach additional pages as needed.*

Remedy of Grievance: *Attach additional pages as needed.*

Signature of Grievant: _____

Appendix C

Section 1 - Purpose: The purpose of this policy is to provide all bargaining unit members with notice of the provisions of the Department Drug Testing Program.

Section 2 - Discussion: It is the policy of this department that the crucial mission of fire suppression services justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program. The firefighting profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those employees of the Fire Department are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus job performance. Where employees participate in illegal drug use and drug activity, the integrity of the fire safety enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free fire safety profession, this department shall implement a drug testing program to detect prohibited drug use by employees.

Section 3 - Definitions:

"Employee" means any protective service member of the Germantown Fire Department.

"Supervisor" means any employee assigned to a position having day-to-day responsibility for supervising subordinates or are responsible for commanding a work element.

"Drug test" means the compulsory production and submission of urine by an employee, in accordance with department procedures, for chemical analysis to detect prohibited drug usage.

"Reasonable Suspicion" must be based on specific, objective facts, and any rationally derived inference from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty. Simple accusation by a member of the public in and of itself does not constitute reasonable suspicion.

"Drugs of Abuse/Controlled Substance" means cocaine, heroin, amphetamines, barbiturates, or any other major drug of abuse or illegal drug (excluding alcohol).

"Approved Testing Laboratory" means a laboratory which meets Federal requirements and is certified to administer such testing.

Section 4 - Procedures:

Prohibited Activity

The following rules shall apply to all applicants, probationary, and employees while on and off duty:

- No employees shall illegally possess any controlled substance.
- No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
- Any employee having reasonable suspicion that another employee is illegally using, or is in possession of, any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.
- Discipline of employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

Probationary Employee Drug Testing

All probationary employees may be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Fire Chief or his/her designee.

Employee Drug Testing

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

- A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A written summary of facts supporting the order shall be made available to the employee prior to the actual test.
- A drug test may be administered as part of all promotional procedures.
- Employees, as a condition of their employment, shall not submit to random drug testing more than one time in a calendar year.
- Any employee of this department who is directly involved in a serious incident defined by the following cases:

- Auto accident involving an employee's vehicle in which a personal injury occurs and which requires a report as defined by Wisconsin State Statute 346.70 may be required by the supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A directly involved employee is the employee who actually is the driver of the vehicle.

Any employee, who in the carrying on of his/her duties ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered, and no disciplinary action will be taken if the tests are positive under the following condition:

The employee was in physical danger if he did not ingest the drug or narcotic substance. Nothing in this policy shall be construed as granting permission for employees and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstances except as cited herein.

On a yearly basis, random drug testing may be conducted on up to twelve (12) employees and supervisors of the Fire Department: The random pool will include all employees. The random selection of the names of five (5) employees will be observed by the selected designee of the Union and the Fire Chief or his/her designee. The name shall be kept confidential until notice is issued to the employee. Any employee required to comply with this procedure on off-duty time shall be entitled to overtime pursuant to the applicable collective bargaining agreement. The testing process at the testing facility shall commence within two hours of the issuance of notice by the Chief or the Chiefs designee. Notice shall be issued to the employee while the employee is at work. The Chief will consider extenuating circumstances that physically prevent a testing subject from meeting this two-hour requirement and may afford additional necessary time.

Drug Testing Procedures

The testing procedures and safeguards provided in this policy to ensure the integrity of the department drug testing shall be adhered to by all personnel administering drug tests.

Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of a picture ID or driver's license.

A pre-test interview shall be conducted by testing personnel with each employee in order

to ascertain and document the recent use of any prescription or non- prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The bathroom facility of the testing area shall be private and secure.

Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than eight hours to give a sample, during which time the employee shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test, unless the employee agrees to a blood test in lieu of a urine test. Documented medical inability to submit a sample shall not be considered a refusal.

The employee shall have the right to request that his/her urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney should the original sample result in a legal dispute or the chain of custody be broken. The employee may request a second test of the master sample be performed at a NIDA certified laboratory of his/her choice and the parties mutually agree to maintain the chain of custody.

Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.

Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

Drug Testing Methodology

The testing or processing phase shall consist of a two-step procedure:

- Initial screening test
- Confirmation test

The urine sample is first tested using the initial drug screening procedure. An initial

positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the Confirmation test results are obtained.

A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.

Concentrations of a drug at or above the following levels shall be considered a positive test result when using FPIA immunoassay drug screening test:

- | | |
|-------------------|-------------|
| ● Amphetamines | ● 1000 ng/1 |
| ● Barbiturates | ● 500 ng/1 |
| ● Cocaine | ● 300 ng/1 |
| ● Opiates | ● 300 ng/1 |
| ● THC | ● 100 ng/1 |
| ● PCP | ● 25 ng/1 |
| ● Benzodiazepines | ● 300 ng/1 |
| ● Methadone | ● 25 ng/1 |

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.

- Marijuana metabolite 15*
- Cocaine metabolite 150**
- Opiates:
 - Morphine 300***

- Codeine 300
- Phencyclidine 25
- Amphetamines:
 - Amphetamine 500
 - Methamphetamine 500
- Delta-9 tetrahydrocannabinol-9-carboxylic acid
- Benzoylcegonine
- 25ng/ml if immunoassay-specific for free morphine

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.

7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

Chain of Evidence - Storage

I. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for one year.

Drug Test Results

I. All records pertaining to department required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.

2. Drug test results will be sent directly to the Village of Germantown Village Administrator. These documents will be maintained by the Village of Germantown for an indefinite period of time in a secured file.

Section 5 - Actions Taken/Positive Results: If an employee tests positive, and the tests identify cocaine, heroin, amphetamines, barbiturates, or any other drugs as defined in this policy not prescribed by a physician, the Employer may pursue discipline up to and including discharge of the employee.

An employee who tests positive for marijuana shall be subject to discipline and referred to the Employee Assistance Program.

The employee may be subject to mandatory random testing for a period of two years.

The Employee Assistance Program or other recognized facility at the employee's own expense shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed. A second positive test for marijuana may be grounds for termination.

Section 6-Refusal to Submit: Employees who refuse to submit to a required drug test under this policy may be disciplined up to and including discharge.

Duration of Agreement and Signatures

The Employer and the Association agree to faithfully and diligently abide and be bound by all the provisions of this Agreement. The terms of this Agreement shall become effective on January 1, 2025 and shall terminate at the close of business on December 31, 2028. Either party wishing to amend the agreement shall, during the last year of the contract, notify the other party no later than September 1st. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining.

VILLAGE OF GERMANTOWN	INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4854



Germantown Fire Department

N115W18752 Edison Drive
Germantown, WI 53022
Phone: (262) 502-4701
Fax: (262) 502-4744

High-Level Summary of Changes

- Update language in multiple sections to align with current State Statutes and best practices.
- Add language in multiple sections that pertain to the members who are working 40-hour workweeks.
 - This shift did not previously exist, therefore new language was needed.
- Update scheduling language to align with current department practices.
 - Old language requires outdated practices.
 - The new language under this contract allows for the electronic management of scheduling. Which has been standard practice in the department for several years.
- Align vacation accrual with the rest of the Village.
 - Currently vacation is distributed in a lump sum on 1/1.
 - Vacation under this contract will be accrued on a per pay period basis.
 - Reduces confusion on benefits owed in the event of the member separating from employment.
- Changes in vacation accrual rates and length of service.
 - Currently vacation increases for members after 7, 15, and 20 years of service respectively.
 - Years 0-7 – 5 Days of Vacation
 - Years 8-15 – 7 Days of Vacation
 - Years 16-20 – 10 Days of Vacation
 - Years 21+ – 12 Days of Vacation
 - Vacation accrual increases under this contract would be after 4, 9, 14, and 20 years of service respectively.
 - Years 0-4 – 5 Days of Vacation
 - Years 5-9 – 7 Days of Vacation
 - Years 10-14 – 10 Days of Vacation
 - Years 15-19 – 12 Days of Vacation
 - Years 20+ - 15 Days of Vacation
 - These changes bring us closer to alignment with other comparable fire departments.
- Change holiday time payout option.
 - Currently members can be paid out 134 hours at 1.5 times their normal hourly rate for their holiday time.
 - Under this contract members could be paid out 134 hours at their normal hourly rate for their holiday time.



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- Added and clarified language on the percentages received based on the member's rank.
 - Paramedic 5% - Did not change.
 - MPO – 3% - Not previously included in the contract. No members currently hold this rank.
 - Lieutenant – 5% - Did not change.
 - Captain – 10% - Not previously included in the contract. No members currently hold this rank
 - These percentages are consistent with area departments and generally throughout the fire service.
- Increases to base wages.
 - A review of department wages and benefits in comparison to similarly comprised area departments was conducted and determined that in some years Germantown had fallen slightly behind most of the reviewed departments.
 - The following schedule was settled on to bring the department into a more comparable range for base wages.
 - 1/1/2025 – 3% increase in base wage.
 - 1/1/2026 – 3.5% increase in base wage.
 - 1/1/2027 – 3.5% increase in base wage.
 - 1/1/2028 – 2% increase in base wage.
 - 7/1/2028 – 2% increase in base wage.
- Duration of Agreement.
 - 1/1/2025-12/31/2028
 - 4 Year contract allows for planning and budgeting of future wage increases.

Staff and Local 4854 met numerous times over the last several months, beginning contract development in August of 2024, and the final meeting concluding in March of 2025. On 3/6/25 Local 4854 approved the proposed contract by a majority vote of their members.

0A1267

Form
AB-100Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

ALDI INC. (WISCONSIN)

2. Business Trade Name or DBA

ALDI #67

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☐ Limited Liability Company☒ Corporation☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Backhaus

2. First Name

Sarah

3. M.I.

R

4. Relationship to Business (Title)

Store Manager

5. Email

6. Phone

7. Home Address

9. State

WI

10. Zip Code

11. Date of Birth

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

Wisconsin

Part C: Address History

1. Do you currently reside in Wisconsin?

☒ Yes☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

43

Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

State

County

State

County

State

County

State

County

State

County

State

County

State

County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated N/A	Location	Conviction Date
Penalty Imposed N/A	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated N/A	Location	Conviction Date
Penalty Imposed N/A	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated N/A	Location	Conviction Date
Penalty Imposed N/A	Was sentence completed? ☐ Yes ☐ No	

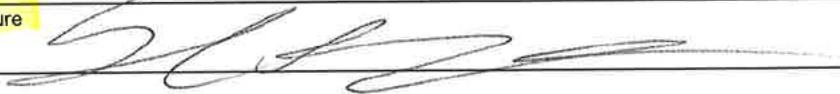
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed. N/A

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature



Date

3/26/25

OAX 67

Form
AB-101

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

☐ Original (no fee)

☒ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

ALDI INC. (WISCONSIN)

2. Business Trade Name or DBA

ALDI #67

3. Entity Type (check one)

☐ Limited Liability Company

☒ Corporation

☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License

☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

ABAL-01

6. Describe the reason for appointing a successor agent, if successor is checked above.

Agent change

Part B: Agent Information

1. Last Name

Backhaus

2. First Name

Sarah

3. M.I.

R

4. Email

5. Phone

6. Home Address

7. City

8. State

9. Zip Code

10. Age

43

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

Wisconsin

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement?

☒ Yes ☐ No

Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*?

☒ Yes ☐ No

Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days?

☒ Yes ☐ No

See instructions for exceptions.

Continued →

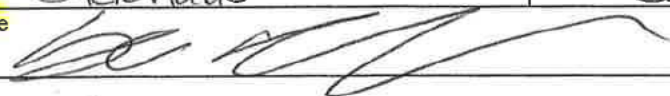
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name BEATTIE		First Name PHILIP	M.I. J
Title ASSISTANT TREASURER	Email [REDACTED]	Phone [REDACTED]	
Signature 		Date	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Backhaus	First Name Sarah	M.I. Z
Signature 		Date 3/26/2025

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of a professional service agreement to Foth Infrastructure to prepare bid documents for Well 7 rehabilitation for an amount not to exceed \$37,200.00.

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

As part of the 2025 budget, the Village Water Utility has identified priority projects, including the rehabilitation of Well 7. This rehabilitation project will ensure that the pump, motor, valves and meters are adequately sized to continue efficient operation. This project is prioritized to address critical infrastructure that is aging, where the pump and well casing were installed nearly 20 years ago and are approaching their useful life. The rehabilitation work includes mechanical systems upgrades and chemical rehabilitation of the well.

Staff requested proposals from three qualified consultants and the fees and hours are summarized in the table.

Firm	Hours	Amount
Foth	197	\$37,200
Ruekert-Mielke	271	\$49,777

**Note: MSA declined to submit a proposal due to workload and schedule.*

Schedule:

The schedule for the projects is to complete the bid documents this summer of 2025, and advertise for bid this fall of 2025, to complete the work in winter 2025-2026.

ATTACHMENT:

1. Germantown WI_Well 7 Rehabilitation Proposal_FOTH_3-14-25_

STAFF RECOMMENDATION:

Award of a professional service agreement with Foth Infrastructure to prepare bid documents for Well 7 rehabilitation for an amount not to exceed \$37,200.00.

ACTION BY Committee:



REHABILITATION OF WELL NO. 7

Engineering Services

**Project Manager/
Client Contact**

Eve Schnell, PE
414.336.7914
Eve.Schnell@Foth.com

Lead Designer

Ryan Schultz, PE
262.623.4379
Ryan.Schultz@foth.com

Project Design/Oversight

Dale Broeckert, PE
608.628.3163
Dale.Broeckert@Foth.com



**Foth Infrastructure &
Environment, LLC**

Ballpark Commons
Office Building
7044 South Ballpark Drive
Ste 200
Franklin, WI 53132
Ph: (414) 336-7900

www.Foth.com

March 14, 2025

Subject: Request for Proposals—Engineering Services for
Well No. 7 Rehabilitation

Dear Mr. Mortwedt, Mr. Driscoll, and Selection Committee Members:

On behalf of our team, thank you for the opportunity to submit our qualifications for the Well No. 7 Rehabilitation Project. With experience working on your system, and the similar services recently completed for Germantown Well No. 5, we believe this project is the perfect fit.

From our previous work with the Village and WQI, we've developed technical abilities that will transfer well to this project. We also offer you the following:

Customized Team. Ryan Schultz will lead, bringing with him a wealth of experience in assessing, designing, and rehabilitating wells. Our team will also include Eve Schnell, who has managed several projects with the Village. Eve is extremely versed in the Village's Bidding/Contract documents process. Eve has been a longstanding resource for the Village, working through challenging projects and contractors. She has proven herself to be a true extension of the Village staff, looking out for their best interests at every turn. The Foth team is rounded out with Dale Broeckert, who will provide design/project oversight to Ryan and Eve. Dale has an extensive background in dealing with bid strategies, contractors, vendors, and specialty equipment. Specifically, he is very proficient with well pump selections, controls, and SCADA needs. Team partner, Grindeland Engineering, will provide electrical reviews and oversight to the team as needed.

Collectively, we bring more than 60 years of experience to this project, with 5 of those years being spent together at Foth, and with the Village. This experience makes for a team that is both skilled and cohesive.

Immediate Availability. Our staff is ready and able to start on this project right away, with the focus of bringing the project to bid in August. Team members will be dedicated to the project for the duration, providing committed service throughout every stage.

Local Commitment. Being part of the Southeast WI community is essential to who we are and what we do. Our office is located nearby and we can be available in-person when you need us. Because our staff live around the Village, they have a strong sense of ownership and attention to this project.

Thank you for your consideration of our team. If you have any questions or require additional information, please do not hesitate to reach out at 608.628.3163 or Dale.Broeckert@Foth.com.

Sincerely,

Dale Broeckert, PE
Project Design/Oversight

Eve Schnell, PE
Project Manager/Client Contact

ABOUT FOTH

ORGANIZATIONAL STRUCTURE

Founded in 1938 in Green Bay, Wisconsin, Foth offers a tradition of personalized, client-centered service and smart solutions to a variety of governmental, industrial, and commercial clients. Our more than 700 employee members deliver technical excellence in three main areas: Infrastructure, Environment, and Production Solutions.

INFRASTRUCTURE SERVICE LINES



WATER



CONSTRUCTION



GEOSPATIAL



PLANNING



TRANSPORTATION



AVIATION

3 Wisconsin-Based Offices with 25+ additional Nationwide

Delivering results from a foundation of personalized service and viewing challenges through the unique lens of each project and program.



MADISON
OFFICE



DE PERE, WI
HEADQUARTERS



VILLAGE
OF GERMANTOWN



FRANKLIN
OFFICE

Technologically driven, we use advanced tools to enhance project deliverables, and propose efficient methods and solutions. For example, our in-house Mobile LiDAR scanning (MLS) enables us to gather accurate data quickly and provide detailed 3D surface models as deliverables.

Our clients will attest to our ability to function as an extension of your staff and we at Foth are very proud of that. Our engineers, technicians, and specialists have expertise in all areas of municipal infrastructure projects. Integrating our services into your system is fundamental, and understanding the Village of Germantown's needs is key.

Foth has a long history of municipal work throughout Wisconsin, and members of our Franklin office are committed to building our relationship with the Village. In addition, should additional expertise be required for any Village projects, our network of staff can quickly assist.

PROJECT SCOPE, APPROACH, AND DESIGN

Preliminary Design: Site Scoping & Preliminary Plans/Specs & Cost Estimate

1. Attend project kick-off meeting with Owner.
2. Perform site inspection with Owner to verify site improvements & project scope.
3. Prepare preliminary plans & specifications through 90% including:
 - a. Well Rehabilitation - Rehabilitation Plan and Geophysical Investigation (specifications and bid form structure, including optional cost items, provided by WQI. Foth to incorporate into bidding documents):
 - i. Base Bid: Mechanical and chemical rehabilitation plan (WQI)
 - ii. Base Bid: Post rehabilitation televising (WQI)
 - iii. Optional Bid Item: liner install (WQI)
 - iv. Optional Bid Item: plumbness and alignment testing (WQI)
 - v. Optional Bid Item: miscellaneous well construction modifications (WQI)
 - vi. Optional Bid Item: well performance pumping/testing (WQI)
 - vii. Optional Bid Item: miscellaneous well hydraulic investigations (WQI)
 - b. New pump & column pipe assembly, both to be epoxy coated and lined.
 - i. Note: discussions with WQI and the Village have indicated lining of the existing cased area of the well is likely during this project. If not now, it will likely be needed in the future. A liner, whether installed now or later, will reduce the inner diameter of the cased well. The existing well casing is noted to have an inner diameter of 15.25 inches and the existing pump bowl size is 12.4 inches. The liner & grout will likely take up 2-4" of the cased opening. This means that the same pump will no longer fit down the existing well once a liner is installed. **To overcome this issue with the pending liner decision, Foth has included the efforts to proactively select a pump with a smaller bowl diameter. The same well hydraulics and operating point of 1,200 gpm at 240 ft of TDH will be the basis of the selection. We believe this pro-active approach of utilizing a smaller pump selection as part of the base design is in the best interest of the Village to avoid potential change orders during the project. This means that the new smaller diameter pump, with the same target hydraulics, would be installed during this project regardless of the liner decision.**
 - c. Discharge piping modification including (if necessary):
 - i. New motor – **we are planning for the inspection/rebuilding of the existing motor to be part of the base bid, with an optional bid form ADD cost for installing a new motor. This strategy can be discussed further at kick-off.**
 - ii. Flow meter.
 - iii. Piping, valves, recycle line, etc.
 - d. Electrical modifications/devices – flow meter, submersible level transducer.
 - e. Epoxy floor rehabilitation per Village specifications
 - f. Prepare preliminary construction cost estimates



Design Phase Notes, Assumptions, and Exclusions:

1. This scope and estimate are based on the assumption that the well's specific capacity will not be reduced after the rehabilitation and reconstruction, thus not requiring updated hydraulic calculations and a re-evaluation of the pump/system design.
2. This scope and estimate are based on the assumption that Well #5 is hydraulically connected to Well #7, and Well #5 will be offline during the chemical rehabilitation phase of Well #7 to minimize interference.
3. As indicated by the schedule, the rehab work is planned to take place sometime at the end of September and go into October 2025. Drought conditions may affect the start of the work, aquifer conditions will be monitored.
4. Following the potential liner install, WQI's spec will require post-liner alignment/plumbness testing. This testing is to ensure the reduced diameter casing will still allow a line shaft style pump to be installed (with considerations given to the smaller diameter pump selection). If the alignment/plumbness will no longer allow a line shaft style pump, a redesign to a submersible style well pump be required. Such re-design efforts (including other potential mechanical/well head/piping/control/electrical/etc. needs) would be outside of this scope and additional engineering efforts would be negotiated, as needed.
5. Following the post rehabilitation televising, if any other well modification/reconstruction efforts are recommended by WQI (such as additional lining outside of the cased area and/or filling parts of the well) these could affect the specific capacity/performance of the well. The test pumping would confirm the potential change of performance or not. If the well hydraulics/performance do change as a result, a pump re-design and additional re-section would be needed to maintain the same target flow. Such re-design/selection efforts (including other potential mechanical/well head/piping/control/electrical/etc. needs) would be outside of this scope and additional engineering efforts would be negotiated, as needed.

Finalize Plans/Specs

1. Finalize Plans & Specification and Review with Owner/WQI.
2. Complete and submit required DNR permitting items including:
 - a. DNR Forms to Apply for WPDES permit.
 - b. DNR Review and Approval of Plans & Specifications.
3. Implement any DNR comments.
4. Finalize engineers cost estimate.

Bidding

1. Advertise bidding documents & post on Quest CDN.
2. Pre-bid mandatory site visit.
3. Respond to bidder questions.
4. Issue Addendums as needed.
5. Tabulate bid results.

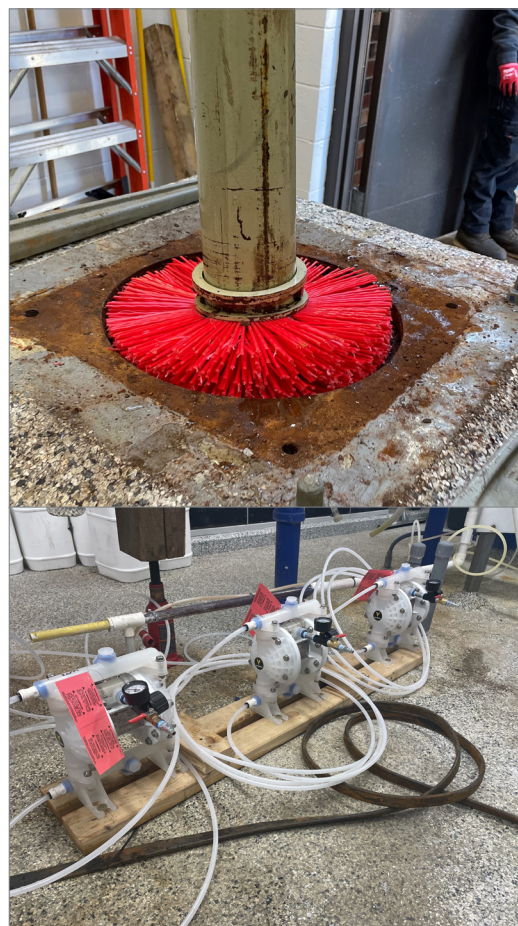


Construction Administration & Closeout

1. Preparation of Contract Documents and distribution to Contractor.
2. Issue Notice to Proceed.
3. Coordinate and attend pre-construction meeting.
4. Coordinate SCADA programming changes, if needed with Ruekert and Mielke.
5. Work with water utility on the project timing for WPDES discharge monitoring. (Germantown will do the sample testing and post results to DNR.)
6. Review of shop drawings and submittal review with Owner.
7. Issuing change orders (if needed).
8. Review pay applications.
9. Perform Site Inspections based on
 - a. On-site inspections (5 site trips for a total of 40 hours total):
 - i. Verify delivery of materials follows specifications.
 - ii. Witness pipe removal and photograph.
 - iii. Attended on-site viewing of pre and post cleaning video.
 - iv. Witness chemical rehabilitation phase at start up and mid cleaning to verify the Contractor is following WQI rehab protocol and properly document.
 - v. The Contractor will contact both WQI and Engineer for adherence to the rehabilitation procedures.
 - vi. Witness pipe installation procedures and photograph.
 - vii. Attend well & motor start-up and chemical injection start-up
 - viii. Verify flushing set up to waste and monitor and photograph
 - ix. Perform site visit for project close out.
 - x. (Note: Outside the 40 hours will be upon request)
10. Provide an evaluation of geophysical data (both WQI and Foth).
11. Provide an evaluation of pre and post televising (both WQI and Foth).
12. Process final pay request and closeout documentation.
13. Process O&M manuals from Contractor/Supplier on all new equipment:
 - a. Provide two (2) hard copies in a 3-ring binder.
 - b. Provide one (1) pdf copy on a flash drive.
14. Coordinate Owner training (if needed)
15. Provide a project summary binder.

Provide the following alternate investigations/ recommendations:

1. Motor performance check (see base bid and alternate bid ADD strategy regarding motor described in the design phase).



KEY FACTORS & ADDED VALUE

WELL NO. 7 REHABILITATION



We believe that the following key factors and added value will ensure project success:

Local Availability

- Ryan Schultz (Lead Designer) and Eve Schnell (PM/Client Contact) **live within 15 minutes of the Village**
- Foth's Franklin office is located **within 25 miles of the site.**
- The close proximity allows us to be on-site in a timely manner for any urgent project or client needs.

Knowledge of the Site, Water System, and Aquifer

- The core project team has extensive experience with the Village's water system and staff.
- Previous project work has given Foth an **excellent grasp of system demands, pressures, and operations.**
- Foth has **first-hand experience with interactions and challenges between Well No. 5 and Well No. 7.**
- Foth has **previously obtained a DNR discharge permit for Well No. 5 Rehabilitation**, providing specific regulatory knowledge for this project.

Importance of Minimizing Downtime

- Well No. 5 and No. 7 are significant sources of supply for the Village. As a result, **Foth understands that minimizing the time the wells are offline** for chemical rehabilitation is critical for the project to ensure the water systems reliability.

Awareness of Potential Overlap and Coordination with Well No. 7 Generator Work

- Eve Schnell is currently working as project manager on the Well No. 7 generator project and will be project managing the proposed work. **Having the same project manager will ensure necessary coordination of potential conflicts** such as delays in equipment shipment.

Excellent Communication and Relationships

- The Team has built strong relationships with Village staff. This will **ensure excellent communication** throughout this project.
- The Team has worked with WQI on several projects, valuing their knowledge and experience. We will **collaborate closely with WQI** to achieve the best results for the Village.

EXPERIENCE & QUALIFICATIONS



Well No. 5 Rehabilitation, Village of Germantown, WI

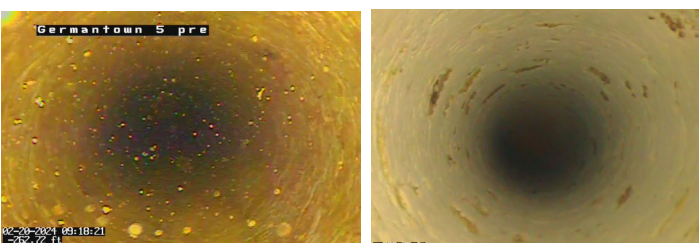
In 2024, Foth successfully completed the rehabilitation of Well No. 5 for the Village of Germantown. This project's major components included well capacity increase design, rehabilitation scoping assistance, piping modifications, pump and column pipe re-selection, WDNR permitting, bid/contract documents, bidding services, and construction administration. This project closely mirrors the scope of the the Well No. 7 project. Additionally, Well No. 5 and Well No. 7 are located on the same property, allowing for shared site knowledge and a common WDNR discharge permit, which Foth helped obtain for the Village.

Throughout the project, Foth collaborated closely with Village staff and WQL, as we would for this project. The rehabilitation involved mechanical and chemical treatments, televising, replacement of the column pipe and pump with epoxy-coated products, monitoring/record keeping of chemical use and residuals, and assistance adhering to the WDNR discharge permit.

Challenges arose due to the proximity of the shallow aquifer wells, leading to hydraulic cross-connections that interfered with the chemical rehabilitation process. The team worked diligently to address these issues and successfully meet the chemical treatment requirements. The experience gained from this project, including lessons learned about well cross-connections and the WDNR discharge permit, will prove valuable on this project.

Reference: Paul Haugen, Water Superintendent Germantown Water Utility 262-253-8254 phaugen@germantownwi.gov

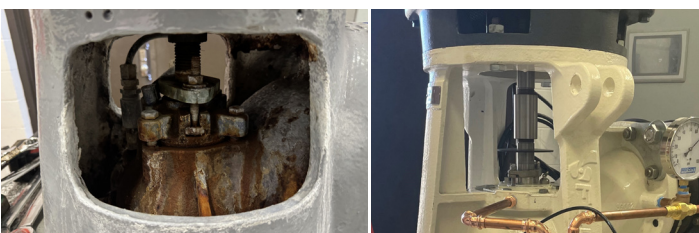
Well Rehab Televising - Before & After



Column Pipe and Pump - Before & After



Well Head - Before & After



Other Foth Well projects in the past 5 years:

Germantown, WI - Well No. 12 Siting & Construction (2021-Current)
Salem Lakes, WI - Well No. 2 Siting & Construction (2021-2024)
Black River Falls, WI - Correction Center - Wells No. 2 Rehab. (2023-2024)
Black River Falls, WI - Correction Center - Wells No. 3 Rehab. (2023-2024)
Elkhorn, WI - Well No. 4 Rehab. (2024)
Elkhorn, WI - Well No. 6 Rehab. (2024)
Elkhorn, WI - Well No. 7 Rehab. (2023)

We would be happy to share detailed information regarding individual project scopes, fees, and construction costs upon request.

PROJECT TEAM



RYAN SCHULTZ, PE

LEAD DESIGNER

Ryan has 22 years of experience in the areas of municipal engineering, focusing on preliminary design, hydraulic modeling, design, and construction inspection, management and administration for water supply, water distribution and water treatment systems. He has been involved in some capacity with water supply work with numerous communities throughout Wisconsin including, Village of Slinger, Village of Germantown, City of Fond du Lac, City of Peshtigo, City of Pewaukee, Village of Mukwonago, City of Muskego, Racine Water and Wastewater Utility, Kenosha Water Utility, and the City of Elkhorn.

Ryan has recently work with the Village of Germantown as a lead civil engineer for the following projects:

Well No. 5 Rehabilitation | Well Station No. 12 | Goldendale Road Booster Station | Wells No 2 and 7 Generator Replacements | Well No. 7 Electrical Improvements | Water Tower No. 4 Construction | Water Tower No. 3 Rehabilitation

BS Civil Engineering
Years Experience: 22



EVE SCHNELL, PE

PROJECT MANAGER
CLIENT CONTACT

Eve has 18 years of experience in the areas of project management, civil engineering, construction administration and management, and municipal engineering with a focus on water and wastewater systems. She has been involved in the design and construction of various components of water and wastewater systems in SE Wisconsin; namely working with the City of Sheboygan, City of Elkhorn, Village of Mount Pleasant, and the Village of Caledonia. Additionally, she has coordinated with DNR on multiple aspects of the design, construction, and funding of projects.

Recently, Eve has worked with the Village of Germantown as a project manager and construction lead for the following projects:

Well No. 5 Rehabilitation | Well Station No. 12 | Goldendale Road Booster Station | Wells No 2 and 7 Generator Replacements | Well No. 7 Electrical Improvements | Water Tower No. 4 Construction | Water Tower No. 3 Rehabilitation

BS Civil Engineering, MS Engineering Management
Years Experience: 18



BRUCE GRINDELAND, PE

ELECTRICAL & CONTROLS
DESIGN

Bruce has 40 years of experience in the water/wastewater industry as a PE licensed in Wisconsin and Iowa. Prior to forming Grindeland Engineering, Bruce worked at a systems integration company for 20 years. Prior to that, Bruce was an electrical engineer for a Wisconsin engineering consulting firm.

Bruce's projects include treatment plants, lift stations, elevated storage tanks, well houses, booster stations, and other various process facilities. He has experience with countless lift station custom control panels with standby generators, including zero arc-flash provisions. Bruce is fully aware of and comfortable with the city/MMSD custom panel and electrical needs on this project.

BS Electrical Engineering
Years Experience: 40
Sub to Foth on All Municipal Wastewater Projects



DALE BROECKERT, PE

PROJECT/DESIGN OVERSIGHT

Dale has 21 years of experience in the areas of civil engineering, construction estimating and management, hydraulic calculations, pump station design, and engineered pump and control systems. He has been involved in some capacity with work on more than 60 pump stations.

In addition to his consulting work, Dale spent several years in the construction, pump, controls, and SCADA industries. As a result of these experiences, he brings a unique understanding of the contractor, engineer, owner, and vendor perspectives to projects and bidding. Dale is also involved throughout the water and wastewater industry in the upper Midwest.

BS Civil Engineering
Years Experience: 21

FEE BREAKDOWN & SCHEDULE

Fee Summary Information

Task	Description	Hours	Costs
1	Preliminary Design: Site Scoping & Preliminary Plans, Specs, Estimate	60	\$11,500
2	Final Plans & Specifications with Updated Estimate	27	\$5,250
3	Bid Assistance	22	\$4,200
4	Construction Administration and Closeout	85	\$15,550
	SubTotal (Items 1-4)	194	\$36,500
5	If Authorized, Alternative Investigations	3	\$700
	Total (Items 1-5)	197	\$37,200

Schedule Information

(Note: Matches Proposed Schedule in RFP)

Issue Request for Proposal	February 24, 2025
Proposals due to the Village of Germantown	March 14, 2025
Contract Recommendation by PWHC	April 2, 2025
Contract Award by VB	April 14, 2025
Kick-off Meeting	May 2025
Preliminary Drawings	June 30, 2025
Final Plans, Specifications and Estimate	July 24, 2025
Bid Opening	August 28, 2025
Bid Award (PWHC/VB)	September 3 / 15, 2025
Notice for Contractor to Proceed	October 2025

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of annual tree planting contract to Dan Larsen Landscaping for an amount not to exceed \$29,250.00.

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

Each year trees around Germantown are removed for various reasons which include vehicle damage, storm damage and disease. Germantown currently has an estimated 306 "vacant" planting sites, as reflected in GIS. While it would be cost-prohibitive to replace every tree at one time, staff work to maintain the urban tree canopy by planting a portion of these vacant sites annually. The proposed planting will be completed in accordance with the Comprehensive Tree Plan, and as reflected in the approved 5-year planting maps. This season's planting will focus on the section outlined as "year-2" in the Comprehensive Tree Plan. Staff solicited pricing from multiple area contractors to plant on 90 vacant sites this spring.

ATTACHMENT:

1. Germantown 2025 Planting_Tabulation Summary
2. Germantown 2025 Planting Master Map

STAFF RECOMMENDATION:

Award of annual tree planting contract to Dan Larsen Landscaping for an amount not to exceed \$29,250.00. If approved, funds shall be allocated from the parks department capital account: 40562000-592100.

ACTION BY Committee:

Village of Germantown 2025 Tree Planting Tabulation

Tabulation Summary

Contractor	Total
ESI LTD	\$ 37,930.00
Dan Larsen Landscaping, Inc.	\$ 29,250.00
Century Landscaping, Inc.	\$ 45,548.00
Your Personal Gardner, LLC	\$ 85,500.00
Property Solutions	\$ 30,470.00

ESI LTD

Scientific Name	Common Name	Estimated Quantity
<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	7
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	4
<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo	8
<i>Gymnocladus dioicus</i> 'Espresso'	Espresso Kentucky Coffeetree	7
<i>Nyssa sylvatica</i>	Black Tupelo	5
<i>Liriodendron tulipifera</i>	Tuliptree/Yellow Poplar	12
<i>Ostrya virginiana</i>	Ironwood	8
<i>Platanus acerifolia</i> 'Exclamation'	Exclamation London Planetree	6
<i>Quercus bicolor</i>	Swamp White Oak	5
<i>Quercus x schuettei</i>	Swamp x Bur Oak Hybrid	7
<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Tree Lilac	5
<i>Tilia tomentosa</i>	Silver Linden	5
<i>Ulmus japonica x wilsoniana</i> 'Morton'	Accolade Elm	6
<i>Ulmus</i> 'New Horizon'	New Horizon Elm	5

Dan Larsen Landscaping, Inc.

Scientific Name	Common Name	Estimated Quantity
<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	7
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	4
<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo	8
<i>Gymnocladus dioicus</i> 'Espresso'	Espresso Kentucky Coffeetree	7
<i>Nyssa sylvatica</i>	Black Tupelo	5
<i>Liriodendron tulipifera</i>	Tuliptree/Yellow Poplar	12
<i>Ostrya virginiana</i>	Ironwood	8
<i>Platanus acerifolia</i> 'Exclamation'	Exclamation London Planetree	6
<i>Quercus bicolor</i>	Swamp White Oak	5
<i>Quercus x schuettei</i>	Swamp x Bur Oak Hybrid	7
<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Tree Lilac	5
<i>Tilia tomentosa</i>	Silver Linden	5
<i>Ulmus japonica x wilsoniana</i> 'Morton'	Accolade Elm	6
<i>Ulmus</i> 'New Horizon'	New Horizon Elm	5

Century Landscaping, Inc.

Scientific Name	Common Name	Estimated Quantity
<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	7
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	4
<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo	8
<i>Gymnocladus dioicus</i> 'Expresso'	Expresso Kentucky Coffeetree	7
<i>Nyssa sylvatica</i>	Black Tupelo	5
<i>Liriodendron tulipifera</i>	Tuliptree/Yellow Poplar	12
<i>Ostrya virginiana</i>	Ironwood	8
<i>Platanus acerifolia</i> 'Exclamation'	Exclamation London Planetree	6
<i>Quercus bicolor</i>	Swamp White Oak	5
<i>Quercus x schuettei</i>	Swamp x Bur Oak Hybrid	7
<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Tree Lilac	5
<i>Tilia tomentosa</i>	Silver Linden	5
<i>Ulmus japonica x wilsoniana</i> 'Morton'	Accolade Elm	6
<i>Ulmus</i> 'New Horizon'	New Horizon Elm	5

Your Personal Gardner

Scientific Name	Common Name	Estimated Quantity
<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	7
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	4
<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo	8
<i>Gymnocladus dioicus</i> 'Expresso'	Expresso Kentucky Coffeetree	7
<i>Nyssa sylvatica</i>	Black Tupelo	5
<i>Liriodendron tulipifera</i>	Tuliptree/Yellow Poplar	12
<i>Ostrya virginiana</i>	Ironwood	8
<i>Platanus acerifolia</i> 'Exclamation'	Exclamation London Planetree	6
<i>Quercus bicolor</i>	Swamp White Oak	5
<i>Quercus x schuettei</i>	Swamp x Bur Oak Hybrid	7
<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Tree Lilac	5
<i>Tilia tomentosa</i>	Silver Linden	5
<i>Ulmus japonica x wilsoniana</i> 'Morton'	Accolade Elm	6
<i>Ulmus</i> 'New Horizon'	New Horizon Elm	5

Property Solutions Contracting

Scientific Name	Common Name	Estimated Quantity
<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	7
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	4
<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo	8
<i>Gymnocladus dioicus</i> 'Expresso'	Expresso Kentucky Coffeetree	7
<i>Nyssa sylvatica</i>	Black Tupelo	5
<i>Liriodendron tulipifera</i>	Tuliptree/Yellow Poplar	12
<i>Ostrya virginiana</i>	Ironwood	8
<i>Platanus acerifolia</i> 'Exclamation'	Exclamation London Planetree	6
<i>Quercus bicolor</i>	Swamp White Oak	5
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<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Tree Lilac	5

Tilia tomentosa	Silver Linden	5
Ulmus japonica x wilsoniana 'Morton'	Accolade Elm	6
Ulmus 'New Horizon'	New Horizon Elm	5

Unit Price 2"-2.5" Calip	Extended Amount
\$ 470.00	\$ 3,290.00
\$ 390.00	\$ 1,560.00
\$ 550.00	\$ 4,400.00
\$ 390.00	\$ 2,730.00
\$ 480.00	\$ 2,400.00
\$ 390.00	\$ 4,680.00
\$ 390.00	\$ 3,120.00
\$ 390.00	\$ 2,340.00
\$ 440.00	\$ 2,200.00
\$ 440.00	\$ 3,080.00
\$ 400.00	\$ 2,000.00
\$ 390.00	\$ 1,950.00
\$ 380.00	\$ 2,280.00
\$ 380.00	\$ 1,900.00
	\$ 37,930.00

Unit Price 2"-2.5" Calip	Extended Amount
\$ 329.00	\$ 2,303.00
\$ 269.00	\$ 1,076.00
\$ 479.00	\$ 3,832.00
\$ 339.00	\$ 2,373.00
\$ 339.00	\$ 1,695.00
\$ 279.00	\$ 3,348.00
\$ 329.00	\$ 2,632.00
\$ 269.00	\$ 1,614.00
\$ 329.00	\$ 1,645.00
\$ 419.00	\$ 2,933.00
\$ 289.00	\$ 1,445.00
\$ 279.00	\$ 1,395.00
\$ 269.00	\$ 1,614.00
\$ 269.00	\$ 1,345.00
	\$ 29,250.00

*Substituted 1.75" caliper due to limited

Unit Price 2"-2.5" Caliper	Extended Amount
\$ 498.00	\$ 3,486.00
\$ 511.00	\$ 2,044.00
\$ 485.00	\$ 3,880.00
\$ 504.50	\$ 3,531.50
\$ 602.00	\$ 3,010.00
\$ 511.00	\$ 6,132.00
\$ 504.50	\$ 4,036.00
\$ 459.00	\$ 2,754.00
\$ 504.50	\$ 2,522.50
\$ 634.50	\$ 4,441.50
\$ 504.50	\$ 2,522.50
\$ 485.00	\$ 2,425.00
\$ 433.00	\$ 2,598.00
\$ 433.00	\$ 2,165.00
	\$ 45,548.00

*Substituted 1.5" caliper

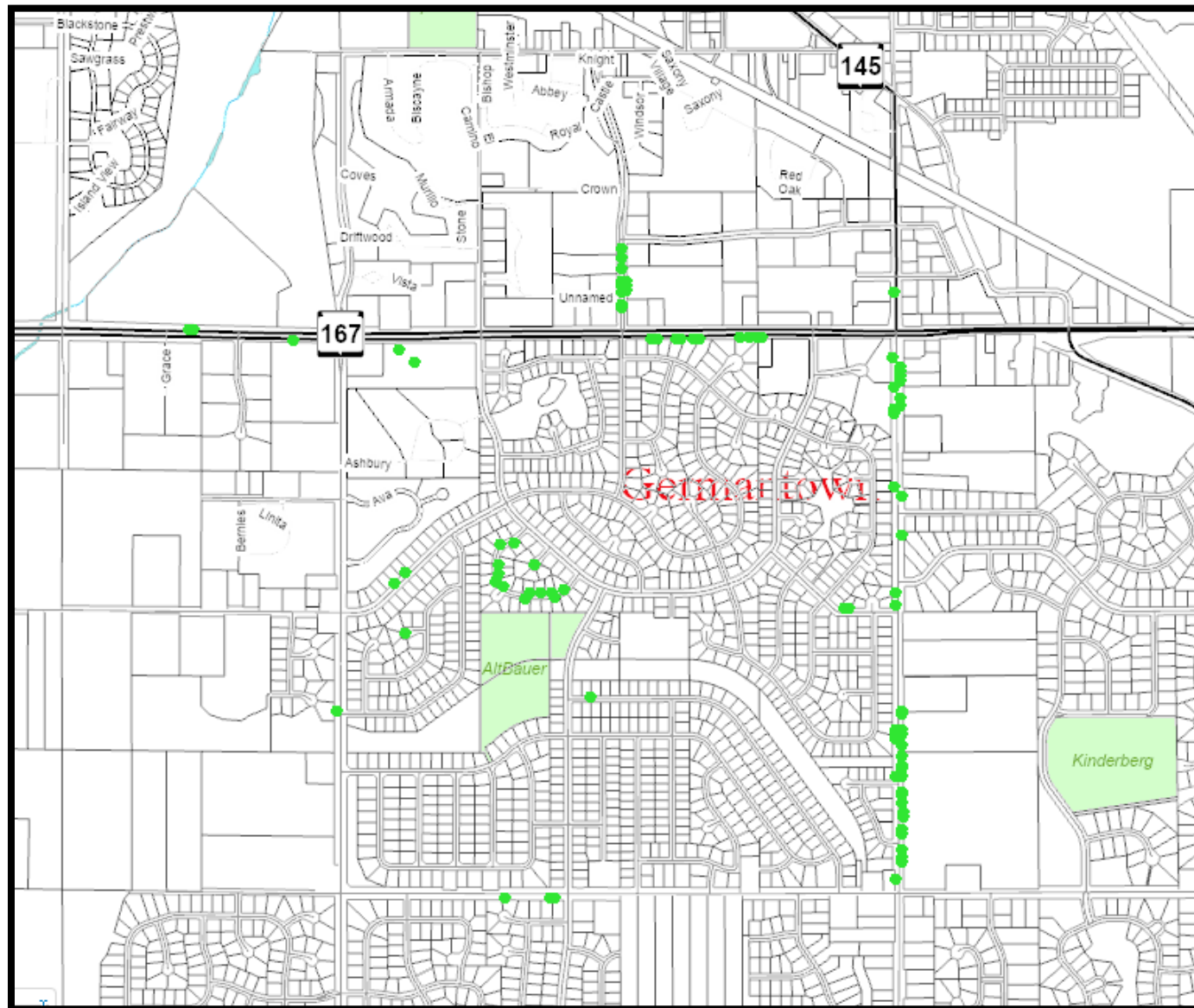
Unit Price 2"-2.5" Caliper	Extended Amount
\$ 950.00	\$ 6,650.00
\$ 950.00	\$ 3,800.00
\$ 950.00	\$ 7,600.00
\$ 950.00	\$ 6,650.00
\$ 950.00	\$ 4,750.00
\$ 950.00	\$ 11,400.00
\$ 950.00	\$ 7,600.00
\$ 950.00	\$ 5,700.00
\$ 950.00	\$ 4,750.00
\$ 950.00	\$ 6,650.00
\$ 950.00	\$ 4,750.00
\$ 950.00	\$ 4,750.00
\$ 950.00	\$ 5,700.00
\$ 950.00	\$ 4,750.00
	\$ 85,500.00

Unit Price 2"-2.5" Caliper	Extended Amount
\$ 335.00	\$ 2,345.00
\$ 335.00	\$ 1,340.00
\$ 375.00	\$ 3,000.00
\$ 335.00	\$ 2,345.00
\$ 335.00	\$ 1,675.00
\$ 335.00	\$ 4,020.00
\$ 335.00	\$ 2,680.00
\$ 335.00	\$ 2,010.00
\$ 335.00	\$ 1,675.00
\$ 335.00	\$ 2,345.00
\$ 335.00	\$ 1,675.00

\$	335.00	\$	1,675.00
\$	335.00	\$	2,010.00
\$	335.00	\$	1,675.00
		\$	30,470.00

l inventory

Germantown 2025 Planting Area – Master View



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Action Item

ITEM TITLE: Windows 11 Upgrade Project

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

This item was initially presented to the board as an open purchase order request and is now being brought forward with two quotes for the equipment and associated services, totaling \$68,504.90. This reduction from the original request of \$150,000 is primarily attributed to the police department identifying alternative funding sources for their Toughbooks, as well as a reevaluation of the organization's current needs. Additionally, extensive discussions with the IT team have focused on ensuring our asset inventory is properly aligned for a revolving replacement schedule.

ATTACHMENT:

1. Quote_67507 4-1-2025 (CD Installation)
2. Quote_67436 3-28-2025 (Dell)
3. VB Window's 11 Upgrade

STAFF RECOMMENDATION:

To approve the Window's 11 project not to exceed \$68,505.

ACTION BY Committee:

QUOTE

Quote No.: 67507

Date: 4/1/2025

Purchaser:

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
Phone: 262-250-4750

Seller:

Capital Data, Inc.
1360 S. Moorland Road, Suite 200
Brookfield, WI 53005
capital-data.com

Contact:

Matt Cefalu
P: 414-588-3071
E: mcefulu@capital-data.com

Description	Part Number	Qty	Unit Price	Extended Price
Capital Data Professional Services - PC Install (32 New Devices & 30 Existing)	CD-PS	62	\$360.00	\$22,320.00
			Total	\$22,320.00

Village of Germantown

Accepted By:

Name:

Date:

P.O. Number:

Terms and Conditions

This proposal is good for 30 days from the date of issue.

Prices are subject to change due to tariffs, taxes, or other similar charges enacted after the date of this quotation. We reserve the right to re-quote to adjust for these unexpected costs.

Payment Terms: Net 30

Freight Terms: Shipping charges are not included in product prices unless indicated above.

Title transfers to the customer upon shipment. Risk of loss is the responsibility of the party that selected the carrier.

Taxes: Unless stated above, all prices quoted in this proposal do not include taxes.

If applicable, Professional Services are outlined in your statement of work.

Blocks of hours expire 12 months after time of purchase if the hours are not used.

Hardware return requests received within 30 days of the invoice date are subject to approval by the manufacturer/Capital Data. If accepted a restocking fee may apply to the return. All software sales are final sale.

Software subscription contracts can only be cancelled or modified after the multi-year contract term has ended. Customer is contractually bound and agrees to the multi-year contract term with annual payments as outlined in this proposal.

QUOTE

Quote No.: 67436
Date: 3/28/2025**Purchaser:**Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
Phone: 262-250-4750**Seller:**Capital Data, Inc.
1360 S. Moorland Road, Suite 200
Brookfield, WI 53005
capital-data.com**Contact:**Matt Cefalu
P: 414-588-3071
E: mcefulu@capital-data.com

Description	Part Number	Qty	Unit Price	Extended Price
Dell Mobile Precision Workstation 3591		2	\$2,247.45	\$4,494.90
Dell Mobile Precision Workstation 3591	210-BLNG	2	\$0.00	\$0.00
Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz, 45W)	379-BFQW	2	\$0.00	\$0.00
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	2	\$0.00	\$0.00
Intel Core Ultra 7 165H Processor with vPro and NVIDIA RTX 1000 Ada 6GB GDDR6	329-BKFB	2	\$0.00	\$0.00
Intel vPro Management Disabled	631-BBXF	2	\$0.00	\$0.00
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	2	\$0.00	\$0.00
NVIDIA RTX 1000 Ada Generation, 6 GB GDDR6	490-BKCD	2	\$0.00	\$0.00
15.6" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR RGB Camera, Mic, WLAN	391-BJCS	2	\$0.00	\$0.00
FHD HDR RGB Camera, TNR, Camera Shutter, Microphone	319-BBKK	2	\$0.00	\$0.00
32 GB: 2 x 16 GB, DDR5, 5600 MT/s, non-ECC	370-BBYH	2	\$0.00	\$0.00
512GB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BRHT	2	\$0.00	\$0.00
No Additional Hard Drive	401-AAGM	2	\$0.00	\$0.00
NO RAID	817-BBBN	2	\$0.00	\$0.00
English US non-backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNB	2	\$0.00	\$0.00
Single Pointing, No Security	346-BKTQ	2	\$0.00	\$0.00
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	2	\$0.00	\$0.00
4 Cell, 64Whr, Standard Battery	451-BDDK	2	\$0.00	\$0.00
4 Cell Battery Cable	451-BDDN	2	\$0.00	\$0.00
130W Type C Power Adapter	492-BDGH	2	\$0.00	\$0.00

ENERGY STAR Qualified	387-BBLW	2	\$0.00	\$0.00
EPEAT 2018 Registered (Gold)	379-BDZB	2	\$0.00	\$0.00
E5 Power Cord 1M for US	537-BBDK	2	\$0.00	\$0.00
SERI Guide (ENG/FR/Multi)	340-AGIK	2	\$0.00	\$0.00
Intel AX211 WLAN Driver	555-BKSB	2	\$0.00	\$0.00
Packaging for 130W Adapter	340-DQNC	2	\$0.00	\$0.00
Custom Configuration	817-BBBB	2	\$0.00	\$0.00
Intel Core Ultra 7 Non-vPro Label	340-DMQL	2	\$0.00	\$0.00
Dell Additional Software	658-BFPP	2	\$0.00	\$0.00
Quick Setup Guide for Mobile Precision 3591	340-DQRD	2	\$0.00	\$0.00
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	2	\$0.00	\$0.00
ProSupport: 7x24 Technical Support, 5 Years	997-1105	2	\$0.00	\$0.00
Dell Limited Hardware Warranty Plus Service	997-1129	2	\$0.00	\$0.00
ProSupport: Next Business Day Onsite, 5 Years	997-6030	2	\$0.00	\$0.00
Intel(R) Rapid Storage Technology Driver	409-BCXX	2	\$0.00	\$0.00
BTO Standard Shipment (M)	800-BBGS	2	\$0.00	\$0.00
OptiPlex Small Form Factor Plus 7020 BTX		16	\$1,440.72	\$23,051.52
OptiPlex Small Form Factor Plus 7020 BTX	210-BKWL	16	\$0.00	\$0.00
Intel Core i7 processor 14700 vPro (33 MB cache, 20 cores, 28 threads, up to 5.4 GHz Turbo, 65W)	338-CNCK	16	\$0.00	\$0.00
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	16	\$0.00	\$0.00
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	16	\$0.00	\$0.00
16 GB: 2 x 8 GB, DDR5	370-BBPQ	16	\$0.00	\$0.00
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	16	\$0.00	\$0.00
M.2 22x30 Thermal Pad	412-AAQT	16	\$0.00	\$0.00
1st M.2 2280 SSD Screw	773-BBBC	16	\$0.00	\$0.00
NO RAID	817-BBBN	16	\$0.00	\$0.00
Intel Integrated Graphics	490-BBFG	16	\$0.00	\$0.00
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	16	\$0.00	\$0.00
System Power Cord (Philippine/TH/US)	450-AAOJ	16	\$0.00	\$0.00

No Optical Drive	429-ABKF	16	\$0.00	\$0.00
CMS Software not included	632-BBBJ	16	\$0.00	\$0.00
No Media Card Reader	379-BBHM	16	\$0.00	\$0.00
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	16	\$0.00	\$0.00
External Antenna	555-BHDW	16	\$0.00	\$0.00
Wireless Driver, Intel Wi-Fi 6E AX211 2x2 and Bluetooth wireless card	555-BKJK	16	\$0.00	\$0.00
No Additional Video Ports	492-BCKH	16	\$0.00	\$0.00
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJG	16	\$0.00	\$0.00
Mouse included with Keyboard	570-AADI	16	\$0.00	\$0.00
No Cover Selected	325-BCZQ	16	\$0.00	\$0.00
Dell Additional Software	634-CHFP	16	\$0.00	\$0.00
ENERGY STAR Qualified	387-BBLW	16	\$0.00	\$0.00
SERI Guide (ENG/FR/Multi)	340-AGIK	16	\$0.00	\$0.00
Watch Dog SRV	379-BFMR	16	\$0.00	\$0.00
Quick Start Guide, OptiPlex SFF Plus	340-DMJC	16	\$0.00	\$0.00
Print on Demand Label	389-BDQH	16	\$0.00	\$0.00
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	16	\$0.00	\$0.00
Shipping Material	340-CQYR	16	\$0.00	\$0.00
Shipping Label	389-BBUU	16	\$0.00	\$0.00
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FFZD	16	\$0.00	\$0.00
Intel® Rapid Storage Technology Driver	658-BFSK	16	\$0.00	\$0.00
Intel Core i7 Processor Label	340-CUEQ	16	\$0.00	\$0.00
Desktop BTS/BTP Shipment	800-BBIP	16	\$0.00	\$0.00
No Additional Add In Cards	382-BBHX	16	\$0.00	\$0.00
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	16	\$0.00	\$0.00
Configuration Mat@rielle Fixe	998-GRXR	16	\$0.00	\$0.00
EPEAT 2018 Registered (Silver)	379-BDTO	16	\$0.00	\$0.00
Internal Speaker	520-AARD	16	\$0.00	\$0.00
No vPro® support	631-BBQQ	16	\$0.00	\$0.00
Dell Limited Hardware Warranty Plus Service	812-3886	16	\$0.00	\$0.00
ProSupport: 7x24 Technical Support, 5 Years	812-3900	16	\$0.00	\$0.00

ProSupport: Next Business Day Onsite 5 Years	812-3910	16	\$0.00	\$0.00
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	16	\$0.00	\$0.00
Dell Latitude 5550 BTX Base		14	\$1,331.32	\$18,638.48
Dell Latitude 5550 BTX Base	210-BLMN	14	\$0.00	\$0.00
Intel Core Ultra 5 125U processor (12 MB cache, 12 cores, 14 threads, up to 4.3 GHz Turbo)	379-BFNZ	14	\$0.00	\$0.00
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	14	\$0.00	\$0.00
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	14	\$0.00	\$0.00
Assembly Base MTL 5550	338-CNRG	14	\$0.00	\$0.00
Integrated Intel graphics for Intel Core Ultra 5 125U processor	338-CNRK	14	\$0.00	\$0.00
Intel vPro Management Disabled	631-BBSQ	14	\$0.00	\$0.00
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	14	\$0.00	\$0.00
512 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRFW	14	\$0.00	\$0.00
15.6" FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam	391-BJHB	14	\$0.00	\$0.00
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	14	\$0.00	\$0.00
Intel AX211 WLAN Driver	555-BKQC	14	\$0.00	\$0.00
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	14	\$0.00	\$0.00
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	14	\$0.00	\$0.00
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	14	\$0.00	\$0.00
No Security	346-BKLV	14	\$0.00	\$0.00
E4 Power Cord 1M for US	537-BBDO	14	\$0.00	\$0.00
Latitude 5550 Quick Start Guide	340-DMNY	14	\$0.00	\$0.00
SERI Guide (ENG/FR/Multi)	340-AGIK	14	\$0.00	\$0.00
ENERGY STAR Qualified	387-BBPC	14	\$0.00	\$0.00
Fixed Hardware Configuration	998-GXFQ	14	\$0.00	\$0.00
Dell Additional Software	658-BFQB	14	\$0.00	\$0.00
BTS MTL 65W ADPT	340-DMLZ	14	\$0.00	\$0.00
Intel Core Ultra 5 Non-vPro Label	389-FGSN	14	\$0.00	\$0.00
POD Label	389-EDJB	14	\$0.00	\$0.00

FHD HDR RGB Camera, TNR, Camera Shutter, Microphone	319-BBKK	14	\$0.00	\$0.00
EPEAT 2018 Registered (Gold)	379-BDZB	14	\$0.00	\$0.00
Latitude 5550 Bottom Door, MTL U15	321-BKTQ	14	\$0.00	\$0.00
Intel Rapid Storage Technology Driver	409-BCXY	14	\$0.00	\$0.00
Dell Limited Hardware Warranty Extended Year(s)	975-3461	14	\$0.00	\$0.00
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	14	\$0.00	\$0.00
Dell Limited Hardware Warranty	997-8317	14	\$0.00	\$0.00
ProSupport: 7x24 Technical Support, 5 Years	997-8348	14	\$0.00	\$0.00
ProSupport: Next Business Day Onsite, 1 Year	997-8349	14	\$0.00	\$0.00
ProSupport: Next Business Day Onsite, 4 Year Extended	997-8358	14	\$0.00	\$0.00
			Total	\$46,184.90

Village of Germantown

Accepted By:

Name:

Date:

P.O. Number:

Terms and Conditions

This proposal is good for 30 days from the date of issue.

Prices are subject to change due to tariffs, taxes, or other similar charges enacted after the date of this quotation. We reserve the right to re-quote to adjust for these unexpected costs.

Payment Terms: Net 30

Freight Terms: Shipping charges are not included in product prices unless indicated above.

Title transfers to the customer upon shipment. Risk of loss is the responsibility of the party that selected the carrier.

Taxes: Unless stated above, all prices quoted in this proposal do not include taxes.

If applicable, Professional Services are outlined in your statement of work.

Blocks of hours expire 12 months after time of purchase if the hours are not used.

Hardware return requests received within 30 days of the invoice date are subject to approval by the manufacturer/Capital Data. If accepted a restocking fee may apply to the return. All software sales are final sale.

Software subscription contracts can only be cancelled or modified after the multi-year contract term has ended. Customer is contractually bound and agrees to the multi-year contract term with annual payments as outlined in this proposal.

User	Recommendation	Model	Purchase Date	Reason for Replacement	Replacement
Erin	Replace Device	HP EliteBook Folio 1040 G4	11/14/2018	Does not meet reqs. for W11	Latitude 5450
Podium	Replace Device	HP EliteBook 840 G2	4/14/2021	While you can technically install Windows 11 on an HP EliteBook 840 G2, it's not officially supported and you might encounter compatibility issues, especially with drivers and stability.	Latitude 5450
Deb	Replace Device	HP EliteDesk 800 G2 DM 35V	9/18/2018	Does not meet reqs. for W11	Latitude 5450
Jeff	Replace Device	ThinkCentre M90n-1	9/28/2019	Yes, the Lenovo ThinkCentre M90n-1 is officially supported for upgrading to Windows 11; however, due to the age and current specs, i.e. Memory the recommendation is to replace	Latitude 5450
Intern	Replace Device	HP Z440 Workstation	1/10/2017	Does not meet reqs. for W11	Latitude 5450
Jacob	Replace Device	HP Z440 Workstation	1/10/2017	Does not meet reqs. for W12	Latitude 5450
Jennifer	Replace Device	HP EliteDesk 800 G4 DM 35V	12/22/2018	Yes, the HP EliteDesk 800 G4 DM 35W is generally compatible with Windows 11; however, due to the age and current specs, i.e. Memory the recommendation is to replace	Latitude 5450
Paula	Replace Device	HP ZBook 14u G4	4/17/2019	Does not meet reqs. for W11	Latitude 5450
Multi User - Training Laptop	Replace Device	HP ProBook 650 G3	11/25/2014	Does not meet reqs. for W11	Latitude 5450
Adam Bartelt	Replace Device	HP ProDesk 400 G3 DM	11/16/2017	Does not meet reqs. for W11	Latitude 5450
Multi User - Court Computer	Replace Device	HP ProDesk 600 G3 DM	6/20/2017	Does not meet reqs. for W12	Latitude 5450
Evidence Device, Cannot Leave Cage	Replace Device			Does not meet reqs. for W13	Latitude 5450
Gil	Replace Device	HP ProDesk 600 G2 DM	3/23/2017	Does not meet reqs. for W14	Latitude 5450
Intern	Replace Device	HP EliteDesk 800 G1 SFF	7/16/2015	it's not officially supported by Microsoft due to its older hardware (4th generation Intel Core processors) not meeting the minimum requirements for Windows 11.	Latitude 5450
Linda	Replace Device	HP EliteBook 1040 G4	3/2/2019	not officially supported for a clean upgrade to Windows 11 due to its processor generation	Latitude 5450
Hannah Weisflog	Replace Device	ProDesk 400 G3 DM		Is not officially supported by Microsoft for Windows 11 due to its older hardware specifications.	Latitude 7650
Tanya Festge	Upgrade to Win 11	XPS 15 9520	6/7/2022		Latitude 7650
Security Software System (Cameras)	Replace Device	HP Z440 Workstation		currently is W7 machine, runs cameras at PD	OptiPlex Small Form Factor
Multi User - Dispatch1	Replace Device	HP Z440 Workstation	7/1/2015	Will not go to Win 11, replace for Clerical user	OptiPlex Small Form Factor
Multi User - Dispatch2	Replace Device	Z440 Workstation	7/1/2015	Will not go to Win 11, replace for Clerical user	OptiPlex Small Form Factor
Multi User - Dispatch3	Replace Device	HP Z440 Workstation	5/15/2017	Will not go to Win 11, replace for Clerical user	OptiPlex Small Form Factor
Multi User - Booking	Replace Device	HP ProDesk 600 G3 DM	7/29/2016	Does not meet reqs. for W11	OptiPlex Small Form Factor
Multi User - Report Writing 3	Replace Device	ProDesk 400 G3 DM	7/2/2017	Does not meet reqs. for W11	OptiPlex Small Form Factor
Multi User - Evidence/Basement	Replace Device	HP ProDesk 400 G3 DM	11/16/2017	Does not meet reqs. for W11	OptiPlex Small Form Factor
Multi User - Front Desk	Replace Device	ProDesk 400 G3 DM	7/3/2017	Does not meet reqs. for W11	OptiPlex Small Form Factor
Multi User - Report Writing 1	Replace Device	HP ProDesk 400 G3 DM	4/1/2017	Does not meet reqs. for W11	OptiPlex Small Form Factor
Multi User - Report Writing 2	Replace Device	HP ProDesk 400 G3 DM	4/1/2017	Does not meet reqs. for W11	OptiPlex Small Form Factor
Officer CAD display	Replace Device	ProDesk 400 G3 DM	7/17/2017	Is not officially supported by Microsoft for Windows 11 due to its older hardware specifications.	OptiPlex Small Form Factor
Vendor - AVAYA(phone system)	Replace Device	HP ProDesk 400 G4 DM	12/3/2013	Does not meet reqs. for W11	OptiPlex Small Form Factor
Sgt CAD display	Replace Device	ProDesk 400 G3 DM	3/5/2017	Is not officially supported by Microsoft for Windows 11 due to its older hardware specifications.	OptiPlex Small Form Factor

Multi User - Roll Call	Replace Device	ProDesk 400 G3 DM		Is not officially supported by Microsoft for Windows 11 due to its older hardware specifications.	OptiPlex Small Form Factor
Siren Device	Replace Device	ProDesk 400 G3 DM		Is not officially supported by Microsoft for Windows 11 due to its older hardware specifications.	OptiPlex Small Form Factor
Keri Jewell - Typist	Replace Device	HP ProDesk 400 G3 DM	3/31/2021	Does not meet reqs. for W11	OptiPlex Small Form Factor
Multi User - Training Laptop 2	Replace Device With Ta CF-54-1				Tanya's XPS 15 9520

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

MEETING DATE: April 7, 2025
AGENDA ITEM: Action Item
ITEM TITLE: New Dispatcher Appointment
SUBMITTED BY: Chief Patrick Merten

SUMMARY EXPLANATION:

In trying to stay on track with the timeline that Washington County Sheriff's Department provided in 2024, they are asking the Germantown Police Department to assist with training a new dispatcher, until second shift consolidation begins. Washington County is currently working on a build out of their old dispatch counsels that is on track to be completed by early June 2025. This is contingent upon all of the supplies being delivered, and contractors scheduled for installation appointments. Once the installation of equipment is completed and tested, migration of second shift dispatching services will be forwarded to Washington County Sheriff's Department. This would also include communications officer Justin "Jack" McCreary moving to Washington County Sheriff's Department. Justin was part of the hiring process in March 2024 where we assisted Washington County Sheriff's Department by training Justin for future transfer to Washington County Sheriff once consolidation began.

Justin "Jack" McCreary has agreed to train a new dispatcher through the duration of the consolidation while at Germantown Police Department. Justin and the new dispatcher will move to Washington County Sheriff's Department once consolidation of second shift begins.

Attached is an email from Chief Administrative Officer Aaron Daul. Aaron states that the Village of Germantown will be reimbursed for all of the new dispatcher wages that the village incurs. The new dispatcher is scheduled to start Monday, April 14, 2025, pending approval by the Public Safety Committee and Village Board.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER__X__

Email form Aaron Daul on reimbursement of dispatcher wages.

RECOMMENDATION:

Approval to hire dispatcher, and to get wages reimbursed by Washington County.

Chief Pat Merten

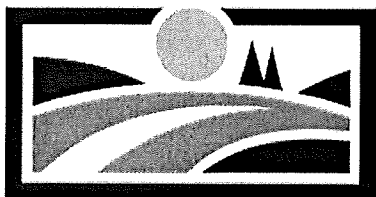
From: Aaron Daul <[REDACTED]@washco.wisconsin.gov>
Sent: Thursday, March 20, 2025 4:11 PM
To: Chief Pat Merten; Robert Stuesser; Martin Schulteis; Steve Kreklow
Subject: RE: additional Dispatcher at GPD to train

**CAUTION: This email originated from outside the organization.
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Good Afternoon – Sorry for the delayed response. I've been having some discussions around here about resources, etc.

The County is prepared to reimburse for the new dispatcher's wages that are incurred during training, so that we can continue with our current timeline.

I think it makes sense to proceed with the hiring process as we have in the past. I'll leave that to the Germantown PD and Sheriff's Office. Thanks for your willingness to train.



WASHINGTON
COUNTY
WISCONSIN

West Bend, WI 53095-7986

X f i y @WashcoWisco
DISCOVER. CONNECT. PROSPER.

Respectfully,

Aaron Daul
Chief Administrative Officer

E: [REDACTED]

O: (262) 335-4330

M: (262) 384-1653

Herbert J. Tennes Government Center
432 E. Washington St.

From: Chief Pat Merten [REDACTED]
Sent: Monday, March 17, 2025 11:00 AM
To: Aaron Daul [REDACTED]; Robert Stuesser [REDACTED]; Martin Schulteis [REDACTED]; Steve Kreklow [REDACTED]; Chief Pat Merten [REDACTED]
Subject: additional Dispatcher at GPD to train

CAUTION: External Sender. Please do not click on links or open attachments from senders you do not trust.

Aaron,

I talked with Captain Stuesser last week about the possibility of Germantown PD assisting with training another dispatcher. I do have a current dispatcher that is interested in training; however, the funds are an issue. The Village of Germantown did not budget for an additional dispatcher to be added this year, due to the consolidation occurring in 2025. We are more than willing to assist with the initial stages of training for a dispatcher but need to

know if the Village of Germantown will be reimbursement for the new dispatchers' wages that we pay them until he joins Washington County.

Last time we did this Washington County put a letter together for Justin "Jack" McCreary. I want to make sure we are all on the same page with funding of the dispatcher before committing to train them.

I wanted everyone on this email chain to be aware of the financial concerns at this point. I have confidence that we will be able to work them out so we can stay on track with the current timeline.

Thank you



Patrick J Merten

Chief of Police

Germantown Police Department

N112W16877 Mequon Road | Germantown, WI 53022

Office: (262) 253-7788 | Fax: (262) 253-7787

Email: [REDACTED]

Dedication – Honor – Courage

The information in this email, and any attachments, may contain confidential information. Use and further disclosure must be consistent with applicable laws. However, if you believe you've received this email in error, delete it immediately and do not use, disclose or store the information it contains.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Presentation

ITEM TITLE: Report on the 2025-2026 WISDOT-Municipal Salt Agreement.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Staff recently made a commitment that the Village remain part of the WisDOT Salt Bid Process for the 2025-2026 winter season. Staff may purchase up to 1800 ton of salt as part of the 2025-2026 agreement. The cost per ton is not yet available, as the WISDOT contract bidding is currently under way.

The Village has approximately 2803 ton of salt on hand the Fond du Lac Avenue location and 2244 ton of salt on hand at the Town 9 Parkway location. The commitment made will allow for DPW staff to operate from the Town 9 Parkway location as the primary location for salt use. As previously discussed, the salt located at Fond du Lac Avenue site provides a source for salt use during drawn out storm events for our northern and western routes. During previous budget discussions, it has been outlined that the village in a position of being “commodity wealthy”, which would still be the case moving forward over the foreseeable future. The Village used approximately 1473 ton of salt this past winter season. Attached is a breakdown of the salt usage for the past 23 seasons. The funding for the 2025-2026 winter season will be reflected in the 2026 budget.

ATTACHMENT:

1. Historical Salt Purchasing Information (3)
2. Municipal Salt Agreement 25-26

STAFF RECOMMENDATION:

N/A

ACTION BY Committee:

YEAR	SALT USED	OPERATIONS
01-02'	1744	25
02-03'	2138	39
03-04'	1659	32
04-05'	2475	45
05-06'	3093	46
06-07'	3304	52
07-08'	3432	79
08-09'	3332	53
09-10'	2045	38
10-11'	3430	57
11-12'	2127	42
12-13'	3467	53
13-14'	3258	67
14-15'	2185	44
15-16'	2756	33
16-17'	2875	34
17-18'	3130	39
18-19'	3205	42
19-20'	2500	34
20-21'	3222	43
21-22'	1763	39
22-23'	2135	40
23-24'	1943	17
24-25'	1473	24
25-26'	0	0
26-27'	0	0
27-28'	0	0
28-29'	0	0
29-30'	0	0
30-31'	0	0
31-32'	0	0
32-33'	0	0
33-34'	0	0
34-35'	0	0
35-36'	0	0
36-37'	0	0
37-38'	0	0
38-39'	0	0
39-40'	0	0

Annual Average Salt Use	2612	Adjust this formula annually.
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Average Salt Use Multiplier	3918	Formula will adjust automatically.
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Salt on hand in Fond du lac dome at end of season.	2803
Salt on hand in Town 9 shed at end of season.	2247

Total salt on hand within the village.	5050
--	------

State DOT Salt ordered for the 2025-2026 winter season.	0	Early Fill
	1500	Seasonal F
	300	Vendor Res

2026 State DOT budget necessary.	\$171,000.00	Adjust this formula e
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ill
erve

annually.

[illegible]

Annual Average Solar Salt Used	60	Adjust this formula as needed.
Solar salt on hand in Town 9 shed at end of season.		
Solar salt ordered for the 2025-2026 winter season.		

2026 solar salt budget necessary.

\$18,200.00

MUNICIPAL AGREEMENT TO PURCHASE SODIUM CHLORIDE ON WISDOT BID (March 2025)

THIS AGREEMENT MUST BE SIGNED, DATED, AND RECEIVED BY WisDOT BHM
WISDOT **NO LATER THAN 5 PM ON MONDAY, March 24, 2025.**
SUBMIT BY EMAIL ONLY TO: SaltAdmin@dot.wi.gov

Annually the Wisconsin Department of Transportation, Bureau of Highway Maintenance takes bids for sodium chloride to be used as a deicing agent. For the 2025-2026 bid the Department will receive a single, combined price to include three categories of delivery services for its road salt needs. They are:

1. **Guaranteed Early Fill** - this service is to take delivery of salt that will fill the purchaser's storage facilities to capacity. Salt contractor is required to complete delivery by December 1, 2025. The contract guarantees the salt contractors that 100% of the bid quantity shown as guaranteed early fill will be taken by the purchaser at the price awarded to the salt contractor. It obligates the salt contractor to deliver this guaranteed quantity. Early fill salt can be ordered as soon as the contracts are signed by the salt contractor (Typically July 1st) and must be ordered by October 1, 2025, **using form DT2208**. Any unordered salt by these guidelines may result in forfeiture of salt in this category.
2. **Guaranteed Seasonal Fill** - this service is to take delivery of salt that will re-fill the storage facilities between December 1, 2025, and April 30, 2026. The municipality guarantees to purchase from the salt contractor - 100% of the bid quantity shown as "guaranteed seasonal fill" at the price awarded to the salt contractor. The request for delivery is made by the purchasing agency **using form DT2208**. When both guaranteed early fill and guaranteed seasonal fill are contracted, the municipality must take delivery on all early fill salt, before beginning to take delivery of seasonal fill.
3. **Vendor Reserve** - the salt contractor assures that it will have a "reserve" quantity, enabling it to provide additional salt up to the quantity let for bid as vendor reserve, which is taken at the discretion of the purchaser at the price awarded to the salt contractor. **Form DT2208 must be used to order salt. The purchaser's "vendor reserve" cannot be more than 20% of the "total guaranteed purchase."**

The WisDOT Bureau of Highway Maintenance will include the requested salt quantities for local units of government in the quantity for the statewide bid. Participating local units of government must agree to abide by the Special Terms and Conditions of the contract between WisDOT and the Salt Contractor including procedures for ordering, taking delivery, acknowledging receipt of delivery, making payment for salt received, salt quantities, salt unit prices, and assessing penalties. By signing this agreement, participants are also agreeing to comply with Administrative Code TRANS 277 which requires registration and compliance at all salt storage facilities. TRANS 277 also requires annual on-site storage facility inspections.

The Village of Germantown in Washington County
(Town / City / County) (Name of Municipality) (County)

hereby requests WisDOT to acquire the following quantity of sodium chloride for the 2025-26 winter season and agrees to purchase at least the "guaranteed" quantities shown in the table on the following page and to make payment as contractually required.

CURRENT INVENTORY INFORMATION	
QUANTITY	AMOUNT IN TONS
Overall Storage Shed Capacity How much salt your shed(s) can hold when full	7366
Current Salt Shed Inventory (approx. what have in shed(s) now)	5050
Salt yet to be delivered from 2024-2025 contract Include any Guaranteed Seasonal Salt and any Optional Vendor Reserve you plan to receive yet, this Spring	0

2025-2026 SALT ORDER SPECIFICATIONS	
GUARANTEED PURCHASES	AMOUNT IN TONS
Guaranteed Early Fill Early fill orders must be placed prior to October 1, 2025 with preferred delivery of any date prior to December 1, 2025	0
Guaranteed Seasonal Fill Seasonal fill orders must be placed after December 2, 2025 with preferred delivery of any date prior to April 30, 2026	1500
Total Guaranteed Purchases (Early + Seasonal)	1500

OPTIONAL PURCHASE	AMOUNT IN TONS
Vendor Reserve <i>This quantity can be no more than 20% of the total guaranteed purchase (early and seasonal tons).</i> Purchaser may take delivery at its discretion between December 2, 2025 and up to April 30, 2026.	300

Participants will receive a copy of the Bid Documents, the procedure to place orders, the form DT2208 and instructions on how to use it, and assistance on other requirements contained in the Bid Documents in June ahead of the new contract starting July 1, 2025.

ALL SALT ORDERS MUST BE E-MAILED TO SALT CONTRACTORS ON A DT2208 FORM (no phone orders).

Salt purchased under this agreement shall only be used on facilities owned and maintained by a municipality. If the municipality has contracted with a private entity to perform winter maintenance, the salt purchased under this agreement shall not be used by the private entity on facilities not owned or maintained by a municipality.

The undersigned authority here agrees to the terms and values of the above agreement:

Scott Anderson

Signature Approval Authority (electronic signature accepted)

3/18/2025

Date

414-915-1663

Contact Phone Number
(ex: xxx-xxx-xxxx)

sanderson@germantownwi.gov

Contact E-mail Address

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Action Item

ITEM TITLE: Application for the Wisconsin DOT Signals and ITS Standalone Program (SISP) grant for signal traffic control improvements to County Line Road and Appleton Ave.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Staff are requesting approval to apply for a Wisconsin Department of Transportation (WisDOT) Signals and ITS Standalone Program grant for traffic signal improvements on County Line Road and Appleton Ave. On connecting highways (like STH 175) there is a 90% reimbursement to the local municipality. The project is estimated to cost \$693,876.00. Germantown's 10% share would be \$69,387.60. This project would be managed by Germantown and reimbursed by WisDOT.

Germantown had previously applied for this grant, and in the transition between DPW Directors, was unaware that they had been awarded the project. After learning of this history, staff consulted with WisDOT on how to best get the project back on track. WisDOT staff suggested reapplying in which case there would be a high degree of likelihood that the project would be awarded on this next cycle.

The application and an explanation of the SISP program are attached to this agenda item. On April 2, 2025 the Public Works and Highway Committee recommended applying for the grant.

ATTACHMENT:

1. Germantown 175-Q Spring 2022 SISP App March 2025
2. SISP General Info

STAFF RECOMMENDATION:

Approval of application for the Wisconsin DOT Signals and ITS Standalone Program (SISP) grant for signal traffic control improvements to County Line Road and Appleton Ave.

ACTION BY Committee:

PWHC recommended application 3-0.

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program Project Application Form
GENERAL INSTRUCTIONS

MUNICIPAL APPLICATIONS DUE TO REGIONAL LIAISON: April 4, 2025

****Municipalities may submit a maximum of two applications per calendar year.****

REGIONAL APPLICATIONS DUE: April 25, 2025

The following application will be used to evaluate and determine award of Signals and ITS Standalone Program projects to be funded as budget permits. Each applicant requesting funds from the Signals and ITS Standalone Program must submit the following information:

- ☐ Completed Signals and ITS Standalone Program Project Application Form (one for each project request).
- ☐ Any supporting materials deemed necessary by the Region or municipalities.

Project Application Form:

- 1 Project Identification – Fill in the areas applicable to the proposed project.
- 2 Project Type – Identify the proposed project type.
- 3 Project Information – Describe the proposed project in as much detail as possible. Detailed descriptions explaining how the project will address the identified need(s) are essential for application review and evaluation.
- 4 Project Cost and Schedule – Provide the project costs in the requested fiscal year. When developing project estimates account for additional costs associated with accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Provide anticipated project schedule and proposed resources to accomplish implementation. Geometric improvements must not exceed 50% of the TOTAL COST funded by this appropriation.
****Maximum project award is limited to \$1,250,000.****
****Municipal projects require 10% funding commitment from the requesting agency. Requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount asked for in this application.****
****Award of new SISP projects is subject to timely performance on previous awards.****
- 5 Additional Project Information – Answer the questions as they relate to the proposed project.
- 6 Contact Information and Signature – Provide contact information. Application must be signed by the WisDOT Regional Operations Chief (WisDOT managed projects only) or the Municipal Sponsor to certify application and commit funds.

Supporting Materials: Each completed application shall include the following, *if applicable*:

- Map of location or general sketch of project proposal or site photo(s). *An adequate sketch is the minimum requirement. Preliminary plan layout sheets or study reports should be provided if available.*
- Completed Project Evaluation Factor (PEF) worksheet and/or Interactive Highway Safety Design Model (IHSDM) benefit-cost analysis.
- TSMO-TIP package (one for each project request as required based on project type).
- New Traffic Signal – Warrant Documentation, required **only** for proposals to install new traffic signals (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4C). Approved Traffic Control Signal Approval Request [Form DT1199](#) (Required with application for all proposals to install new traffic signals on the State Trunk Highway System, including Connecting Highways and ramp terminals).
- New Pedestrian Hybrid Beacon – Warrant Documentation, required **only** for proposals to install new pedestrian hybrid beacons (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4F). Approved Pedestrian Hybrid Beacon Approval Request [Form DT1196](#) (Required with application for all proposals to install new pedestrian hybrid beacons on the State Trunk Highway System, including Connecting Highways).
- Systems Engineering Analysis (SEA) – *An SEA may be needed for certain types of projects funded by this Program.*

Submittal Instructions and General Questions:

Program Contact – Todd Szymkowski, PE, PTOE, PMP | Bureau of Traffic Operations | todd.szymkowski@dot.wi.gov | 414-227-3125
Projects requested by a municipality should be coordinated with and submitted to their Regional liaisons (found at link below):
(<https://wisconsin.dot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/sisp.aspx>).

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program
Project Application Form

1. Project Identification

PROJECT NAME (consistent with TSMO-TIP documentation if applicable) STH 175/Appleton Avenue with CTH Q/County Line Road Intersection			
FUNDING REQUEST TOTAL \$ 624,489 (\$693,876 total cost - local match of \$69,387 = \$624,489)			
COUNTY Washington/Waukesha	CITY/TOWN Village of Germantown (sponsor) / Village of Menomonee Falls	REGION Southeast	
STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) ELIGIBLE (Is this project eligible to be integrated with an existing STIP project?)			☐ YES ☒ NO
MUNICIPAL* ☒ YES ☐ NO Germantown		MUNICIPAL PRIORITIES (If two (2) applications are submitted, select priority)	☐ 1 ST ☐ 2 ND
*Municipal projects require a 10% funding commitment from the requesting agency. The requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount based on this application.			

2. Project Type

Identify the proposed project type: Check boxes that apply below.	
☐ 1. New Signal Installation*	Install new traffic signal.
☐ 2. Signal Rehabilitation*	Upgrade or replace existing signal infrastructure (poles, wiring, detection, cabinet, controller, etc.); Construct minor geometric improvements.
☒ 3. Signal Retrofit*	Install monotubes, flashing yellow arrows, or other safety improvements at existing traffic signal, Install adaptive signal systems; replacement of TS 1 cabinets, controllers, etc.
☐ 4. Signal and Ramp Meter Retiming	Collect and evaluate data; Develop timing plan; Develop and implement corridor coordination plan. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 5. Intersection Communication	Construct and integrate fiber communication for signals; Install and integrate wireless communication, including cellular modems and radios for signals.
☐ 6. New ITS Device Installation	Install new ITS infrastructure including cameras, backbone fiber, network equipment, etc.
☐ 7. ITS Device Rehabilitation	Upgrade, install or replace existing detection, controllers, battery backup, cameras, ramp meter LED's, etc.
☐ 8. System Software and Data	Develop, upgrade, install or replace software including ongoing licensing fees and data subscriptions.
☐ 9. Life-Cycle Replacement	Replace existing end-of-life signals and/or ITS equipment including cameras, controllers, LED's, etc. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 10. Crosswalk Technology Improvements*	Rectangular rapid flashing beacons (RRFB), accessible pedestrian signals (APS), and pedestrian hybrid beacons.
☐ 11. Other	Examples include: - Performance Measures Applications - Research and Development Projects - CAV Deployments and Applications - Studies, Plans, and Evaluations
*Items not covered by SISP program funds: all lighting infrastructure, decorative signal poles, decorative cabinets, and decorative signal infrastructure. Other items may also not be covered as deemed appropriate by the SISP evaluation committee.	

3. Project Information

3a. Project Description

Project description should include location specific information.

☐ See attached TSMO-TIP Application

The project is located at the intersection of STH 175 with CTH Q in the Village of Germantown, WI. The proposed improvements include replacing select traffic signal infrastructure and adding additional equipment to improve the safety, operations, and efficiency of this intersection. The improvements include:

- New poles and signal heads to provide signal heads over each approach lane
- Reflective backplates
- New street lighting
- Flashing yellow arrows
- Re-installation of video vehicle detection
- Install emergency vehicle preemption
- Replacing conduit/wiring/pull boxes
- Temporary traffic signals during construction
- Updated pavement marking/signing

A project location map and a conceptual drawing of the proposed improvements are shown in the attachments.

3b. Mobility Improvements

In some detail, describe the anticipated mobility improvements of the proposed project and how they will be measured (e.g., detector data will be used to determine before and after peak hour delay).

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below and provide documentation to support your analysis.

☐ Annual mobility benefits are expected to be greater than the capital cost of the project.

☐ Annual mobility benefits are expected to be greater than half of the capital cost of the project.

☒ Annual mobility benefits are expected to be greater than \$0.

☐ No expected mobility improvements.

The replacement of five-section protected-permitted left-turn indications with four-section indications (with flashing yellow arrow) will enable more flexibility with timing/phasing plans. The signal will operate actuated-coordinated to allow for efficient operations during peak and non-peak periods. The intersection will continue to be coordinated with nearby WisDOT signals using available fiber/radio connectivity.

According to the Institute of Transportation Engineers (ITE), traffic signal improvements reduce travel time by 8 to 25 percent. Cited by SRINIVASA SUNKARI, P.E. in the ITE Journal, April 2004.

3c. Operations and Maintenance Impacts

In some detail, describe how the proposed project is anticipated to impact operations and maintenance funds. For example, is the project replacing infrastructure that has been regularly out-of-service and has required increased maintenance?

☐ See attached TSMO-TIP Application, if applicable.

☒ There is a demonstrated history of maintenance issues that will be corrected with this project.

Include specific number of knockdowns, service calls, outages, etc., below.

☐ Maintenance may be reduced due to this project.

☐ No expected operations and maintenance impacts.

The current signal system has an annual operation and maintenance cost of \$2,385. This includes \$900 in power costs, \$1,110 in material costs, and \$375 in labor costs (annual servicing). Maintenance and operational costs of the existing infrastructure are expected to increase as their deterioration continues. For instance, a footing was recently replaced due to the base rusting. The bill, which was \$5,550 is included in the attachments and was averaged out over 5 years for the material cost estimate of \$1,110 annually.

New signal equipment is expected to have a total annual operation and maintenance cost of \$750 (\$500 for power, \$250 for maintenance), which is a 68.5% reduction.

3d. Existing Conditions

Describe the conditions of the existing infrastructure. For example, condition of current infrastructure could be described as fair, disrepair, or out of commission. List any components NOT meeting current WMUTCD standards. Existing age of the current infrastructure could be described as 5 years past end-of-life, within 5 years past end-of-life, within 3 years of expected end-of-life, or current/new installation. Typical lifecycles of common infrastructure include communications (20 years), signal poles (25 years), controller (16 years), cabinet (20 years), DMS (20 years), CCTV (10 years), and detection (10 years).

The existing traffic signal heads and poles are approximately 35 years old and are 10-years past their end-of-life. The signal poles in the medians, which no longer would be needed with the proposed solution, have been struck at least twice in the past five years adding to maintenance costs.

The controller and vehicle detection infrastructure are approximately 4-5 years old and will be adapted to work with the proposed signal equipment.

The existing 40 degree skew of the intersection limits the ability to make high-impact, relatively low-cost modifications aside from the proposed signal improvement changes.

3e. Energy and Environmental Impacts

In some detail, describe the anticipated energy and environmental impacts of the proposed project. For example, is the proposed project expected to replace existing infrastructure that may be accessed from a central location rather than driving to the field location for manual access?

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below.

☐ Annual energy and environmental benefits are expected to be greater than the capital cost of the project (provide documentation).

☒ Annual energy and environmental benefits are expected to be greater than \$0.

☐ Project is not expected to impact the natural environment.

☐ Project is expected to negatively impact the natural environment.

Updating the traffic signal equipment, developing new timings, enhancing actuation capability, adding emergency vehicle preemption and maintaining the ability to coordinate with nearby signals are expected to reduce travel time, fuel consumption, and vehicle emissions. LED signal indications will also reduce energy consumption.

According to the Institute of Transportation Engineers (ITE), traffic signal improvements reduce travel time by 8 to 25 percent. The reduction in travel time also reduces fuel consumption and emissions. Cited by SRINIVASA SUNKARI, P.E. in the ITE Journal, April 2004.

No negative environmental impacts are expected.

3f. Safety Improvements

In some detail, describe current safety concerns and the anticipated safety improvements of the proposed project.

☐ See attached TSMO-TIP Application, if applicable.

☐ No expected safety impacts.

The intersection observed 62 crashes in the past five years (2016-2020) and has a crash rate of 1.07 crashes per million entering vehicles. There are patterns of left-turn angle crashes, right-angle crashes, and rear-end crashes.

The proposed improvements are anticipated to improve the visibility of signal heads and improve the operations of the signal system.

Signal visibility improvements include LED signal heads over each approach lane and installing retroreflective backplates. Flashing yellow arrow indications will be added to improve left-turn operations. Converting a signal to a signal with monotubes with signal head per lane indications can result in a 23.2% reduction in right-angle crashes and a 3.1% reduction in rear-end crashes. The addition of retroreflective backplates can result in a 15% reduction in all crashes. Additional safety improvements proposed include emergency vehicle preemption.

Overall, it is estimated that over a 15% crash reduction could be achieved with the proposed improvements using CMFs for retro-reflective backplates (.85 all crashes) and installing flashing yellow arrow (0.922 all crashes).

4. Project Cost and Schedule

List major construction items and associated estimates such as new traffic signal installation, intersection channelization, etc. When developing project costs account for additional costs for accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Project expense is considered during the evaluation of the projects. Therefore, **ALL COSTS** (including design, utilities, and R/E) should be provided regardless of whether awarded project funds will be used for all elements of the project. **Maximum project award is limited to a total of \$1,250,000.**

Cost	FY26 (07/25 – 06/26)	FY27 (07/26 – 06/27)	FY28 (07/27 – 06/28)	FY29 (07/28 – 06/29)
Design:				
WisDOT Staff Delivery/Design				
Consultant Work Order	\$80,063			
Real Estate: (Note: Real estate acquisition CANNOT be funded by this appropriation.) Identify funding source:				
Construction:				
Procurement: State Furnished Materials				
Procurement: Service and Installation				
LET Construction		\$613,813		
Other Costs:				
*TOTAL PROJECT COST PER FY =	\$80,063	\$613,813		
MUNICIPAL FUNDING COMMITMENT (10%) =	\$8,006	\$61,381		

* Awarded project funds must be encumbered during the FY identified unless coordinated with the Regional Program Liaison. Requested funds will not be increased beyond the amount asked for in this application after the award of the project.

Schedule		
Task	Months (MM/YY – MM/YY)	Anticipated Required Resources (Region Project Design Section (PDS), Region Traffic Operations, consultant, procurement contracts, etc.)
1. Design	(7/25-6/26)	Consultant
2. Real Estate		
3. Procurement		
4. Construction	(7/26-6/27)	Construction Contractor
5. Other		

5. Additional Project Information

5a. Performance Improvement Program Goals

Does this project help with achieving WisDOT's performance goals? Refer to http://dotnet/mapss/index.htm – <i>Mobility</i>: Delivering transportation choices that result in efficient trips and no unexpected delays. – <i>Accountability</i>: The continuous effort to use public dollars in the most efficient and cost-effective way. – <i>Preservation</i>: Protecting, maintaining, and operating Wisconsin's transportation system efficiently by making sound investments that preserve and extend the life of our infrastructure, while protecting our natural environment. – <i>Safety</i>: Moving toward minimizing the number of deaths, injuries, and crashes on our roadways. – <i>Service</i>: High quality and accurate products and services delivered in a timely fashion by a professional and proactive workforce.	Select all that apply: ☒ Mobility ☒ Accountability ☒ Preservation ☒ Safety ☒ Service
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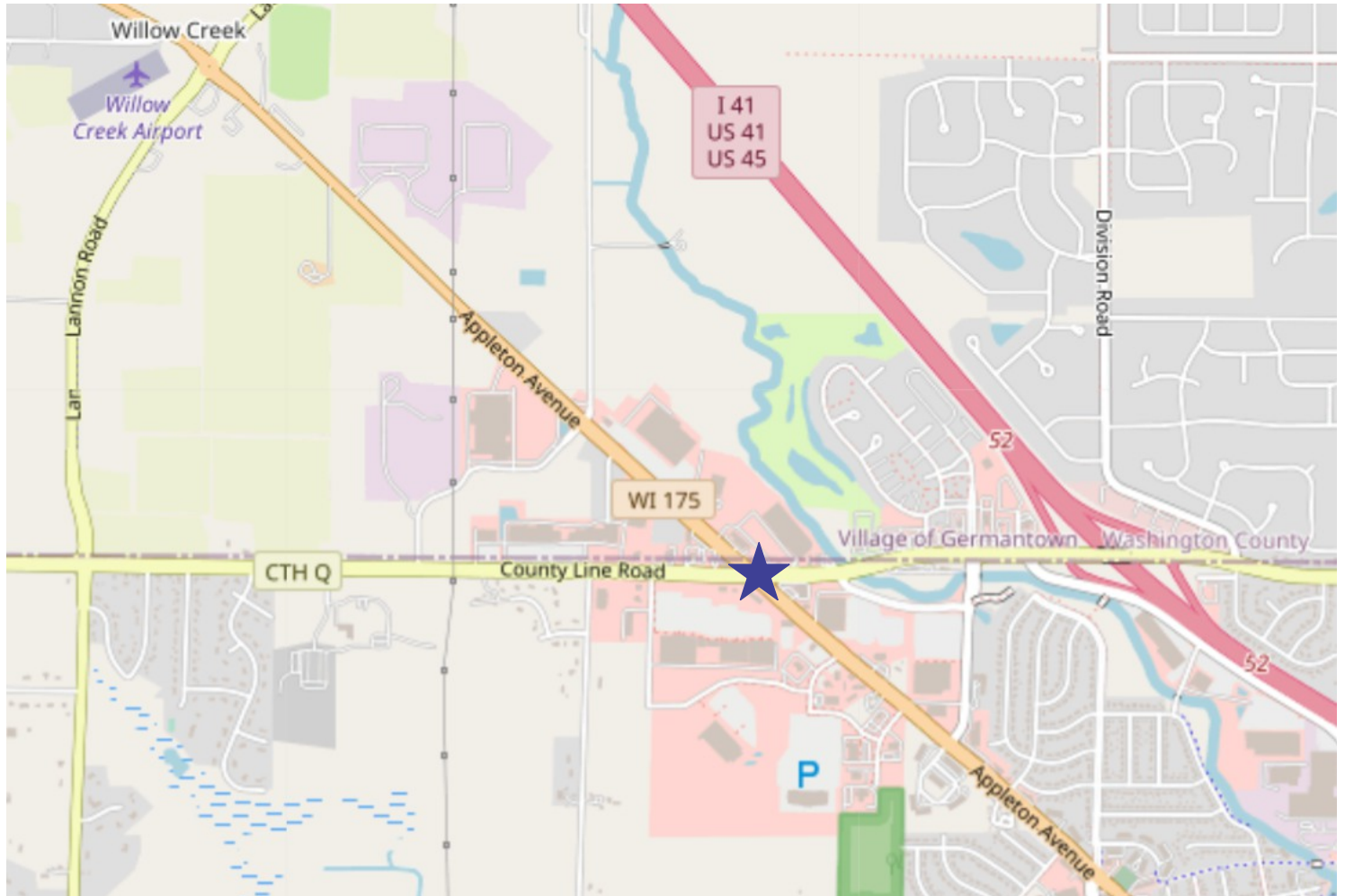
5b. Additional Justification

Provide additional detail that should be considered during the evaluation of this project. This may include the consequences of what would happen should the project not be implemented. This intersection services over 31,000 vehicles per day and is an intersection of two major corridors, CTH Q and STH 175. The intersection has a substantial skew angle of nearly 40 degrees which limits the effectiveness of the existing signal infrastructure making it difficult to convey messages to drivers. The proposed signal infrastructure will enable signal heads to be provided for each approach lane and improvements to the timing/operation of the intersection with the incorporation of flashing yellow arrows. The proposed improvements are expected to reduce crashes by more than 15 percent at the intersection, but because it is a connecting highway intersection a stand-alone signal improvement project would not be eligible through the HSIP program. Therefore, given the age of the existing signal poles/heads and the positive impact of the proposed improvements, we think this intersection is a great candidate for the SISP program. Thank you for your consideration.

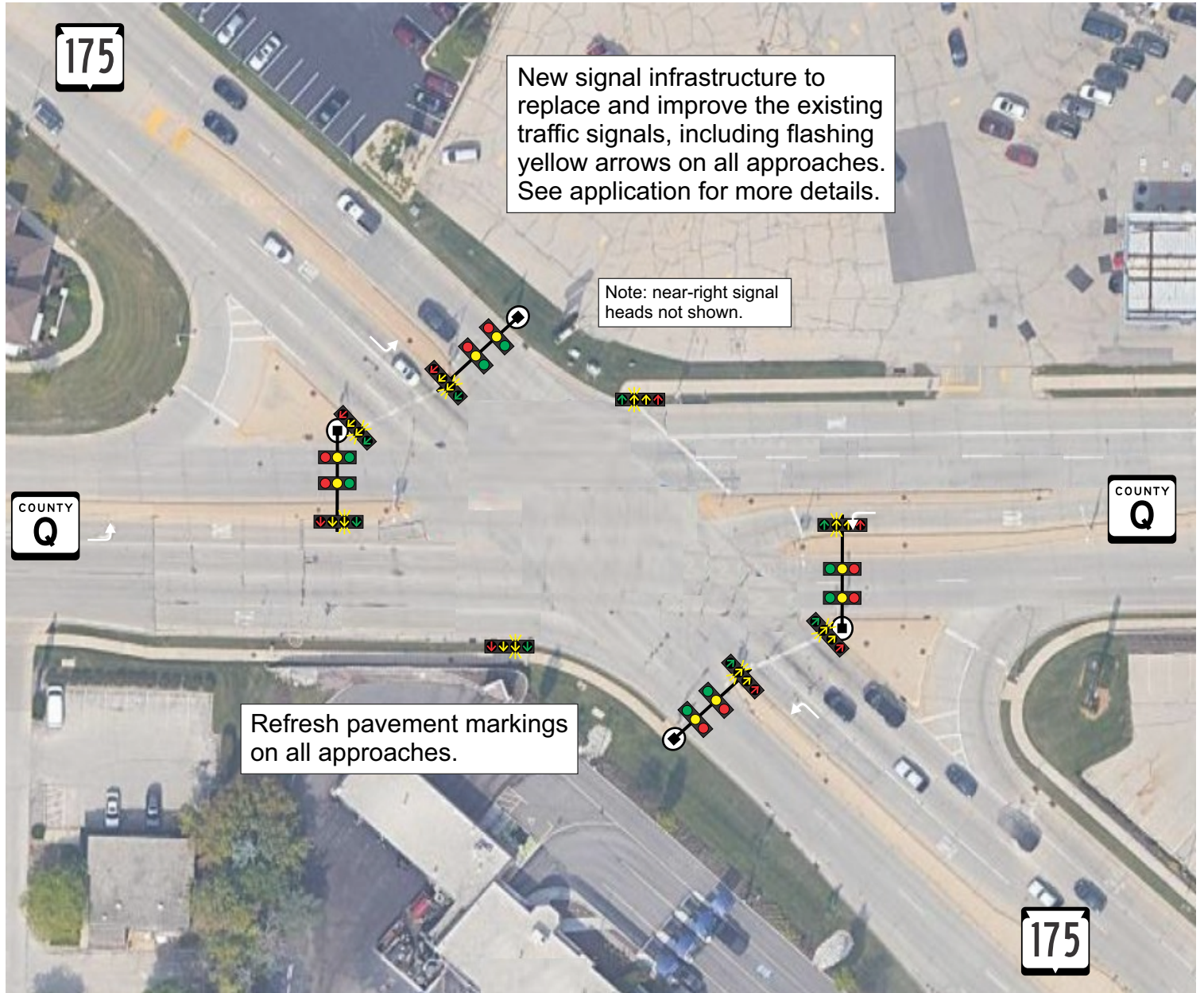
6. Contact Information and Signature

PRIMARY CONTACT NAME (Responsible for Project Delivery) <i>Matthew Mortwedt</i>	TITLE <i>Village of Germantown – Director of Public Works</i>
EMAIL ADDRESS <i>mmortwedt@germantownwi.gov</i>	TELEPHONE <i>(262) 250-4725</i>
WISDOT REGIONAL LIAISON CONTACT NAME (Municipal Only)	MUNICIPAL SPONSOR EMAIL ADDRESS <i>mmortwedt@germantownwi.gov</i>
MUNICIPAL SPONSOR SIGNATURE (Responsible for 10% funding – Municipal Only) <i>Village of Germantown</i>	DATE
SIGNATURE OF WISDOT REGIONAL OPERATIONS CHIEF (WisDOT Projects Only)	DATE

REVISED 12/7/2023



1. Project Identification
PROJECT LOCATION MAP
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN



NOT TO SCALE

**3a. Project Description
CONCEPTUAL DRAWING
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN**

3c. Operations and Maintenance Impacts
EXISTING MAINTENANCE COST EXAMPLE (RUSTED BASE/FOOTING)
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN



NW Island Manhole

3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN



W Manhole

3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN

S Median Pole



3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN

Looking NE



3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN



E Manhole

3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN

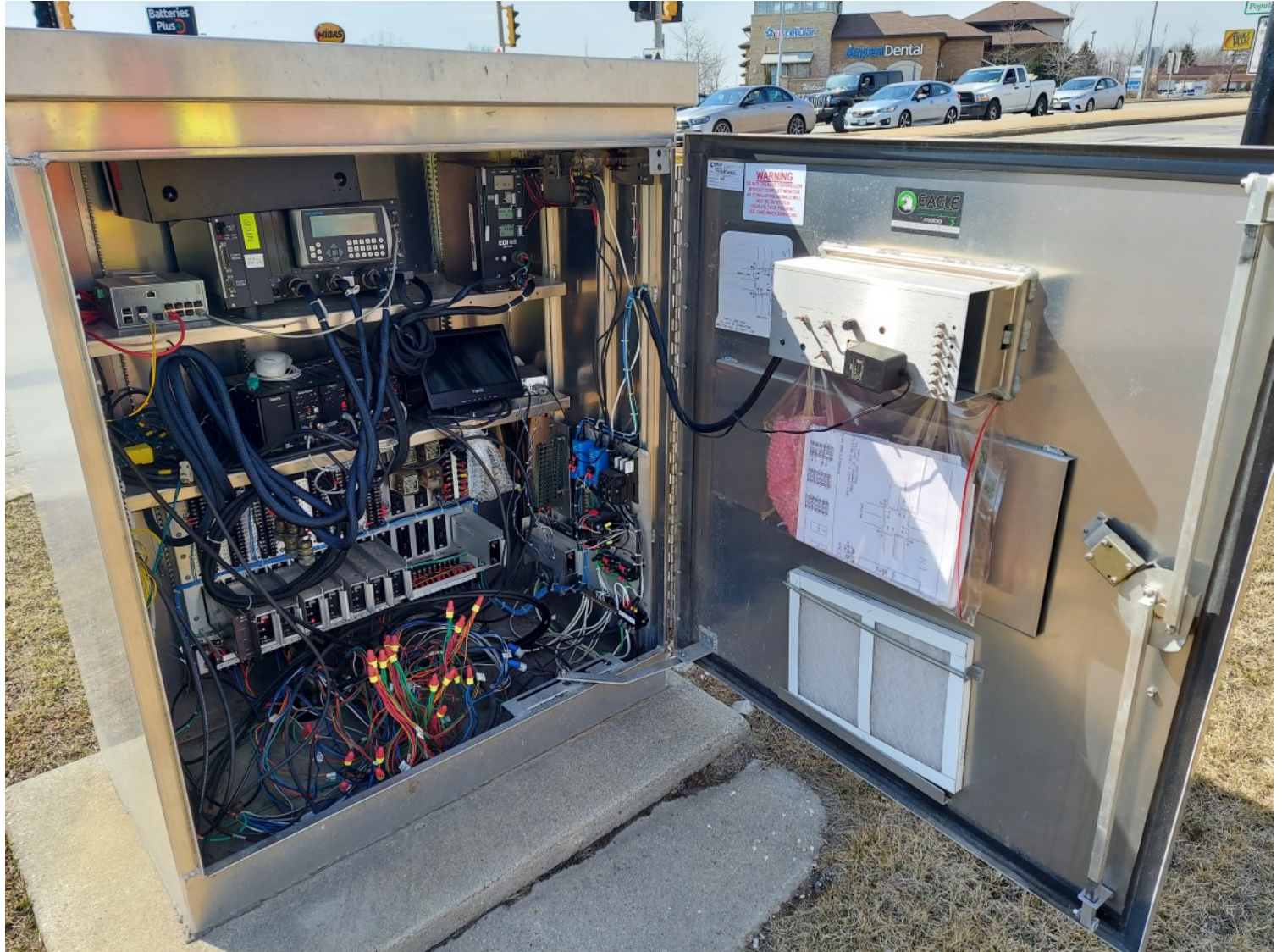


NE Island Manhole

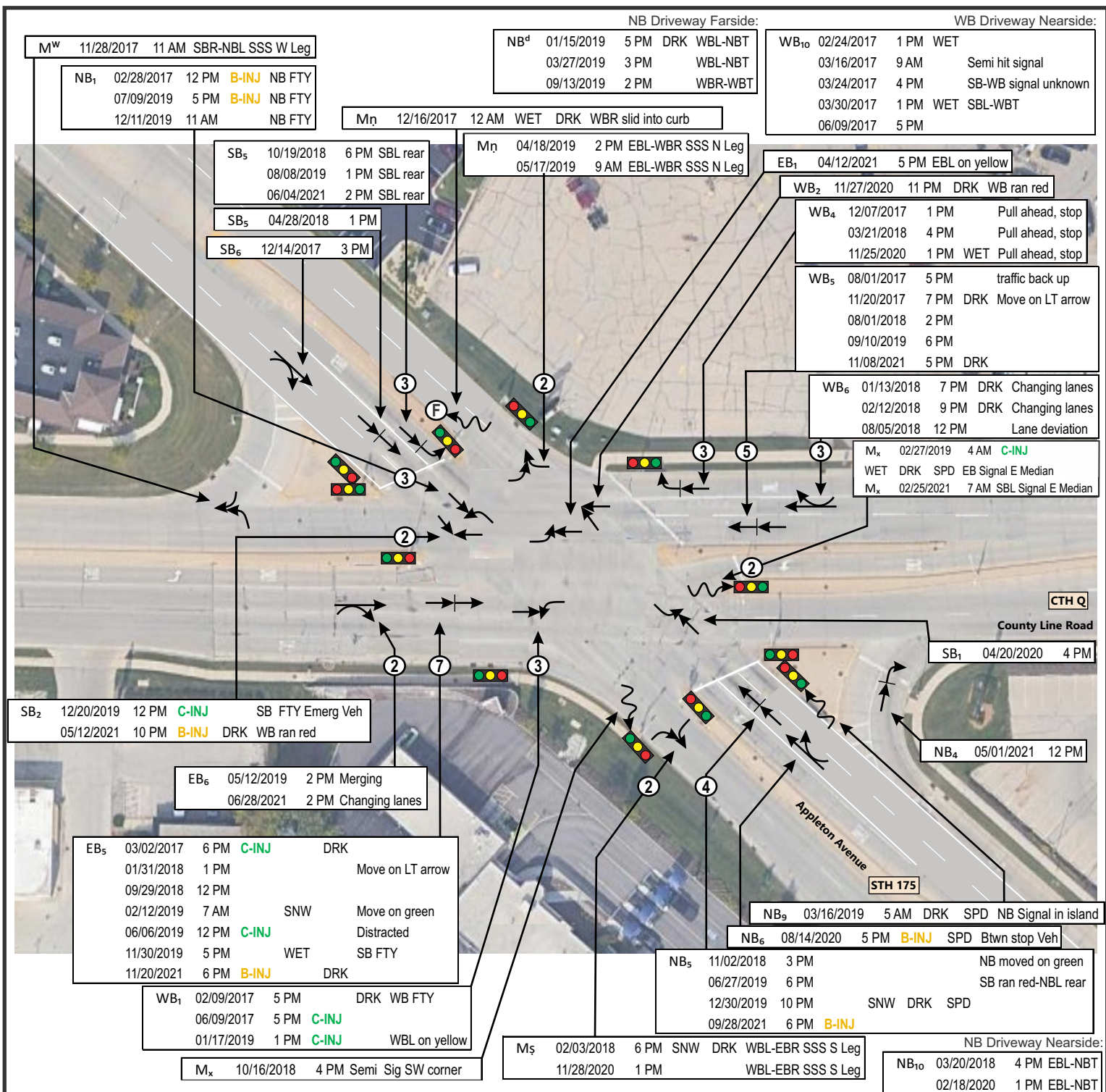
3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN



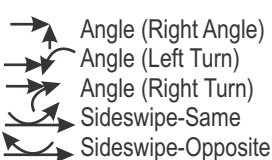
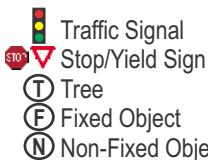
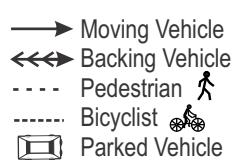
3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN



**3d. Existing Conditions
SITE PHOTOS
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN**



LEGEND



= CRASH FREQUENCY (if > 1 NON-PED/BIKE)

LABEL, DATE OF CRASH, TIME, SEVERITY, ROAD CONDITIONS, LIGHT, ALCOHOL, DRUGS, SPEED-RELATED, NOTES ABOUT CRASH

Note: Deer Crashes Not Included

CRASH SEVERITY DEFINITIONS

K-Inj = Fatal Crash
A-Inj = Suspected Serious Injury Crash
B-Inj = Suspected Minor Injury Crash
C-Inj = Possible Injury Crash
= No Apparent Injury Crash

CRASH STATISTICS

62 Crashes

0 Fatal Crash (K)
0 Suspected Serious (Type A)
6 Suspected Minor (Type B)
6 Possible (Type C)
50 No Apparent Injury

1.07 Crashes Per Million Entering Vehicles

3f. Safety Improvements
CRASH HISTORY (2016-2020)
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN

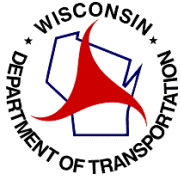
Cost Estimate Summary

DESIGN	\$80,063.00
CONSTRUCTION	\$613,813.00
ROW AQUISITION	\$0.00
TOTAL PROJECT IMPROVEMENTS COST	\$ 693,876.00

STH 33_Park Avenue & University Avenue

TRAFFIC SIGNAL IMPROVEMENTS					
ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Controller and cabinet modifications	1	LS	\$21,000.00	\$21,000.00
2	Overhead vehicular signal indications and monotube poles (all directions)	4	EACH	\$27,000.00	\$108,000.00
3	Other new poles and indications including street lights	4	EACH	\$17,000.00	\$68,000.00
4	Reflective backplates	20	EACH	\$300.00	\$6,000.00
5	Install Emergency Vehicle Pre-emption	1	LS	\$6,000.00	\$6,000.00
6	Reinstall Vehicle Detection	1	LS	\$16,000.00	\$16,000.00
7	Wiring, conduit, pull boxes, site restoration	1	LS	\$92,000.00	\$92,000.00
8	Temporary traffic signals	1	LS	\$110,000.00	\$110,000.00
9	Misc. Signing & Pavement Marking (% of construction items)	5	%		\$21,350.00
10	Mobilization & traffic control (% of construction items)	10	%		\$42,700.00
11	Construction contingencies (% of construction items)	10	%		\$42,700.00
12	Engineering Design and State Design Review (% of all construction, including mobilization, traffic control, and contingencies)	15	%		\$80,063.00
13	Construction Engineering and Oversight (% of all construction, including mobilization, traffic control, and contingencies)	15	%		\$80,063.00
TRAFFIC SIGNAL IMPROVEMENTS COST					\$693,876.00
REAL ESTATE					
14	REAL ESTATE (R/W ACQUISITION)	0	AC	\$0.00	\$0.00
REAL ESTATE SUBTOTAL COST					\$0.00
TOTAL TRAFFIC SIGNAL IMPROVEMENTS COST					\$693,876.00

4. Project Cost
TRAFFIC SIGNAL WORK
STH 175 (APPLETON AVENUE)
INTERSECTION WITH CTH Q (COUNTY LINE ROAD)
GERMANTOWN, WISCONSIN



Signals and ITS Standalone Program

January 2025

General

In 2013, the Wisconsin State Legislature provided the ability for the State to appropriate funds for installation, replacement or rehabilitation of traffic signals and intelligent transportation systems (ITS) not incidental to another highway improvement in **Wisconsin Statute 84.06(13)**.

The Signals and ITS Standalone Program was established in 2013 to manage the appropriated funds for the purpose of addressing signals and ITS needs not incidental to another highway improvement project. The following sections describe the program and how projects are developed, evaluated, prioritized, and awarded.

Applicability

The SISP funds are available for projects with greater than fifty percent cost associated with traffic signal or ITS hardware and construction. All state (including Interstate) and connecting highways are eligible for program funds. Statewide or State maintained facility projects are eligible for full program funds. Maximum project award is limited to a total of \$1,250,000 per application.

Those projects on connecting highways are eligible for 90% program funds with a 10% cost sharing component from the maintaining agency. All funds are required to be encumbered within the fiscal year of award. Multi-year projects are eligible for program funds, however, must be released and encumbered within each designated fiscal year.

Project Identification & Development Resources

The SISP is focused on the installation, replacement or rehabilitation of traffic signals and ITS projects. Projects are developed by local, regional, or statewide Bureau of Traffic Operations (BTO) staff.

Project identification and development resources are available through the Transportation Systems Management and Operations Traffic Infrastructure Process (TSMO–TIP) which is an annual process to consider operational needs and potential solutions throughout the state. Needs identification and project benefit tools assist with project development. Although the process is primarily focused on ITS project types, the information can be used to assist with several project types.

Projects required to be vetted through the TSMO – TIP must be supported by the sponsoring WisDOT region prior to applying for funding within the SISP. SISP program funds cannot be used to fund lighting, enhanced signs, decorative signal poles, decorative cabinets, or decorative signal infrastructure. The following project types are identified within the program application and defined as follows:

1. New Signal Installation – Procurement and installation of controllers, bases, signals, and detection.
2. Signal Replacement – Replacement of signals including geometric improvements and upgrades for construction.

3. Signal Rehabilitation – Upgrade, install or replace detection, controllers, battery backup, etc.
4. Signal Retrofit – Procure and install monotubes, procure and install flashing yellow arrows, safety improvements not requiring major construction, and adaptive signal systems.
5. Signal and Ramp Meter Retiming – Data collection, evaluation, prepare signal timing plans, and develop and implement corridor coordination plans to support three- and five-year timing schedule.
6. LED Signal Replacement – Procure and install all materials for annual LED signal 7-year replacement cycle.
7. Intersection Communication (TSMO-TIP required) – Design, build and integrate fiber optic links between existing fiber infrastructure and signal systems, or procure and install cellular Ethernet modems.
8. ITS Device Installation (TSMO-TIP required) – Installation of new detection, controllers, battery backup, dynamic message signs (DMS), closed circuit television (CCTV), ramp meters, fiber, communications end equipment, etc.
9. ITS Device Lifecycle Replacement – Upgrade or replace detection, controllers, battery backup, dynamic message signs (DMS), closed circuit television (CCTV), ramp meters, fiber, communications end equipment, etc.
10. Software and Data – Develop, upgrade, install or replace software including ongoing licensing fees and data subscriptions.
11. Crosswalk Technology Improvements – Rectangular rapid flashing beacons (RRFB), accessible pedestrian signals (APS), and pedestrian hybrid beacons.
12. Other – Examples Include performance measures applications, research and development projects, connected and autonomous vehicle deployments and applications, Traffic Management Center control room updates, studies, plans, and evaluations.

Project Application Process & Requirements

Application Cycle

The SISP applications are evaluated and awarded on a semi-annual cycle. Project applications are considered in the spring and fall prior to the disbursement of funds at the beginning of the following fiscal year which begins July 1st.

Application Submittal

The SISP application consists of general project information; explanation of anticipated benefits that will be provided by the proposed project; project cost and schedule information; project contact; and managerial support. Any other relevant information, such as maps, support documentation, etc., is requested to be attached to the application. Those projects that are required to complete a TSMO-TIP package should attach the supported documentation with the application as well.

Completed regional and connecting highway application forms are submitted to the Regional SISP Liaison. The Region considers all the applications for the upcoming funding cycle and ranks the projects according to regional priority. It is critical that municipalities work with Regional SISP Liaisons to communicate the need for a particular project so that it is ranked accurately within the Region. Regions submit applications and regional rankings for consideration in each application cycle. Municipalities may only submit two applications per calendar year (i.e.-2 applications in Spring, 1 application in Spring and 1 application in Fall, or 2 applications in Fall).

Project Evaluation and Prioritization Process

The SISP evaluation and prioritization methodology creates consistent and objective assignment of funds. Projects are evaluated, scored, and prioritized by an evaluation committee. The SISP Evaluation Committee is created each programming cycle with one representative from each Region as well as statewide representation from BTO, safety, and signals.

The Evaluation Committee reviews project applications and uses a prioritization matrix to score projects. The scoring criteria includes:

- Regional Status – Regional Ranking
- Mobility – Facility Operations
- Operations and Maintenance – Ease of Operations and Maintenance
- Preservation
 - Lifecycle Replacement
 - Energy and Environment
- Safety
 - Safety Impacts - Level of Service of Safety (LOSS)
 - Safety Impacts – Potential for Safety Improvement (PSI)

The Evaluation Committee scores are compiled, reviewed, and discussed during a Prioritization Workshop. The Evaluation Committee prioritizes the applications and considers any multi-year project commitments for the forthcoming fiscal year. The Evaluation Committee then recommends projects for award based on available program funding and the committee prioritization. Regional representatives are notified of project awards.

Project contacts are asked to prepare project work plans for those awarded projects in advance of funding disbursement to ensure funds are encumbered as soon as possible.

Project Funding

Approved statewide and regional SISP projects are funded with 100% Program funds. Sponsored projects on connecting highways are funded with 90% Program funds and a 10% match from local sources. Maximum project award is limited to a total of \$1,250,000 per application. In general, the municipal agency sponsoring the project application (the signee of the SISP Project Application Form) is responsible for paying the 10% match. The municipal agency responsible for the 10% match is also responsible for any costs over the project funding cap. Applicants have the flexibility to explore partnerships with other government agencies to share the responsibility of the required 10% match and any overages exceeding a project funding cap. It is important that the terms of any negotiated shared responsibility of a 10% match and any overages exceeding a project funding cap between the State and a municipality be codified appropriately in a State Municipal Agreement (SMA).

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Presentation

ITEM TITLE: Update on Planning for 4th of July Activities

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

In 2024, the Parks & Rec Department led the organization of the 4th of July Parade, fireworks and other activities. While the year's events were very successful, the additional workload placed an unsustainable strain on Parks & Rec Department staff. In January of this year, the Parks & Rec Director presented alternatives for 4th of July activities that would be more manageable, including moving the fireworks to coincide with one of the Music in the Pavilion evenings, eliminating the parade, or other options. The feedback from the Village Board was to hold the parade on the morning of the 4th, the fireworks on the evening of the 4th and to scale back some of the other activities. In addition, the Board directed staff to continue to work to identify other organizations that could assist with some of the workload.

Subsequent to that meeting, the Parks & Rec Commission prepared a letter to the Village Board outlining their concerns about the sustainability of having Parks & Rec staff lead the organization of 4th of July activities. (The letter is attached.) I met with the Parks & Rec Commission at their February meeting to reassure them that we are working towards a long-term solution for the 4th of July volunteer shortage. In addition, I have talked with an organization that is willing to provide some assistance this year, and will include staff from other Village departments in 4th of July activities to reduce the burden on the Parks & Rec Department. The Parks & Rec Commission was willing to accept that approach for this year.

Village staff will work diligently to provide quality family events to honor America on Independence Day and will continue efforts to identify a long-term plan for these activities.

ATTACHMENT:

1. Letter to Board from Commission

STAFF RECOMMENDATION:

No action is necessary.

ACTION BY Committee:



Germantown Park and Recreation Department

N112W17001 Mequon Rd

P.O. Box 337

Germantown, Wisconsin 53022-0337

(262)250-4710 Fax (262)255-2920

Information Line (262)250-4711

Meeting Date: January 14, 2025
To: Village Board
From: Parks and Recreation Commission
RE: Coordination of Village Fourth of July
Celebration

Village Trustees,

The Parks and Recreation Commission is writing to inform you that while the village parks and recreation department successfully coordinated Germantown's Fourth of July celebration in 2024, we are unable to coordinate and supervise this event moving forward.

Organizing this large-scale event in 2024 placed significant strain on the department's already strapped resources. As a reminder, the parks and recreation department currently plan, organize, and supervise over ninety (90) summer programs, including:

- Summer Kids Klub 11 of weeks (June – August) @ 52.5 hours/week
- Music at the Park – six (6) Thursday evening events with an average attendance of 3,000
- Family Fun Carnival in conjunction with Taste of Germantown, 4000 attend
- Germantown Kids Triathlon
- Movies in the Park – 2 number of events with an average attendance of 150
- Youth sports programs, including baseball, softball and flag football with evening game schedules
- Instructional classes
- Adult Pickleball Lessons – four two-week sessions, 8 weeks total (1 day/ week)

These programs require significant overtime hours as most events are held in the evenings or on weekends with the staff coordinating these events not eligible to receive overtime compensation. Without additional funding, staff, or external support, continuing to organize the annual Fourth of July celebration risks compromising the quality of both the holiday event and our core services.

We recommend the Village Board consider alternative solutions for future celebrations, such as forming a dedicated community-based planning committee who partners with local organizations, businesses, and volunteer groups to coordinate the event. This approach is similar to that of other

local communities and would help distribute the workload more effectively while still ensuring this cherished community tradition continues:

- Mequon/Thiensville has formed a dedicated committee of individuals and businesses responsible for organizing all Fourth of July activities.
- Hartford cancelled 2023 festivities due to a lack of volunteers – residents formed a committee of volunteers to organize the parade and maintain the tradition.
- Brown Deer relies on a Special Events Committee in cooperation with their Parks and Recreation Department.

The Parks and Recreation Commission deeply values Germantown's holiday celebrations and the importance they hold for our community. However, Park and Recreation Department must step back from serving as the primary coordinator for this event moving forward.

Thank you.

Regards,

Village of Germantown Parks and Recreation Commission

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Discussion

ITEM TITLE: Discussion concerning Membership of the Joint Review Board

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Memo re JRB Membership

STAFF RECOMMENDATION:

ACTION BY Committee:



VILLAGE ATTORNEY
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church Street
Franklin, WI 53132
Phone: 414-529-8900

MEMORANDUM

TO: Village Board and Plan Commission
FROM: Brian C. Sajdak, Village Attorney
DATE: April 2, 2025
RE: Membership of Joint Review Board

Question Presented

During the Plan Commission meeting on March 31, 2025, concerns were raised over the validity of the Plan Commission acting on the proposed Village Center tax increment district project plan and boundaries based upon action (or more correctly, non-action) at the meeting of the Joint Review Board (“JRB”) earlier that evening. Specifically, the concern is that the JRB failed to act upon a motion to appoint a citizen member and a motion to appoint a chair, thereby negating the public hearing held at the Plan Commission under Wis. Stat. § 66.1105(4m)(a) which requires that “[t]he public member and the board’s chairperson shall be selected by a majority of the other board members before the public hearing under sub. (4) (a) or (h) 1. is held.” This office has been asked to identify whether the TID creation process to date has contained any fatal defects.

Short Answer

This office’s opinion is that there were no defects in the JRB meeting because the Village had already created a standing joint review board as required by statute and there were no vacancies on the JRB to be filled. Accordingly, the motions to appoint a public member and chair were unnecessary (if not improper), and the Plan Commission may act upon the TID creation.

Discussion

An analysis of the statutorily required steps to create a tax increment district necessarily begins by looking at the language of the statute. In this case, the operative statute reads:

Any city that seeks to create a tax incremental district, amend a project plan, have a district’s tax incremental base redetermined under sub. (5) (h), or incur project costs as described in sub. (2) (f) 1. n. for an area that is outside of a district’s boundaries, shall convene a standing joint review board under this paragraph to review the proposal. If a city creates more than one tax incremental district consisting of different overlying taxing jurisdictions, it shall create a separate joint review board for each combination of overlying jurisdictions. The joint review board shall remain in existence for the entire

time that any tax incremental district exists in the city with the same overlying taxing jurisdictions as the overlying taxing jurisdictions represented on the standing joint review board. Except as provided in par. (am) and (as), and subject to par. (ae), the board shall consist of one representative chosen by the school district that has power to levy taxes on the property within the tax incremental district, one representative chosen by the technical college district that has power to levy taxes on the property within the tax incremental district, one representative chosen by the county that has power to levy taxes on the property within the tax incremental district, one representative chosen by the city, and one public member. If more than one school district, more than one union high school district, more than one elementary school district, more than one technical college district or more than one county has the power to levy taxes on the property within the tax incremental district, the unit in which is located property of the tax incremental district that has the greatest value shall choose that representative to the board. The public member and the board's chairperson shall be selected by a majority of the other board members before the public hearing under sub. (4) (a) or (h) 1. is held. All board members shall be appointed and the first board meeting held within 14 days after the notice is published under sub. (4) (a) or (h) 1. Meetings of the board in addition to the meeting required under this paragraph and par. (f) shall be held upon the call of any member. The city that seeks to create the tax incremental district, amend its project plan, have a district's tax incremental base redetermined under sub. (5) (h), or make or incur an expenditure as described in sub. (2) (f) 1. n. for an area that is outside of a district's boundaries shall provide administrative support for the board. By majority vote, the board may disband following the termination under sub. (7) of all existing tax incremental districts in the city with the same overlying taxing jurisdictions as the overlying taxing jurisdictions represented on the joint review board.

Wis. Stat. § 66.1105(4m). In determining the meaning of this language, the plain language of the statute controls. See State ex rel. Kalal v. Cir. Ct. for Dane Cnty., 2004 WI 58, ¶ 45, 271 Wis. 2d 633, 681 N.W.2d 110. "Statutory language is given its common, ordinary, and accepted meaning, except that technical or specially-defined words or phrases are given their technical or special definitional meaning." Id. The language must also be "interpreted in the context in which it is used; not in isolation but as part of a whole; in relation to the language of surrounding or closely-related statutes; and reasonably, to avoid absurd or unreasonable results." Id. at ¶ 46. "Statutory language is read where possible to give reasonable effect to every word, in order to avoid surplusage." Id. A requirement should not be read into a statute where it is not otherwise specified. See Voters with Facts v. City of Eau Claire, 2018 WI 63, ¶ 34, 382 Wis. 2d 1, 26, 913 N.W.2d 131, 143–44 (Quoting Antonin Scalia & Bryan A. Garner, Reading Law: The Interpretation of Legal Texts 93 (2012) ("Nothing is to be added to what the text states or reasonably implies.")).

When applying these rules, the process for creating a joint review board is clear. Under the statute, when a municipality wants to create a tax increment district, it must “convene a standing joint review board under this paragraph to review the proposal.” Wis. Stat. § 66.1105(4m).¹ “The joint review board shall remain in existence for the entire time that any tax incremental district exists in the city with the same overlying taxing jurisdictions as the overlying taxing jurisdictions represented on the standing joint review board.” *Id.* A joint review board consists of five members: a school district representative, a technical college district representative, a county representative, a representative of the municipality, each of which being selected as provided in the statute; “and one public member.” *Id.* “The public member and the board’s chairperson shall be selected by a majority of the other board members before the public hearing under sub. (4) (a) or (h) 1. is held.” *Id.* In other words, each of the eligible taxing jurisdictions appoints a member to the joint review board, and these members in turn appoint the public member and the board’s chair (which is typically done at the first meeting of the board).

While this process is clear where a municipality does not have an existing tax increment district, at first blush the process appears to be less clear where the municipality already has an existing tax increment district. This is because of the language requiring the public member and chair to be selected prior to the required public hearing on the proposed tax increment district. The lack of clarity arises because each separate tax increment district requires its own public hearing. Accordingly, this language could be read to require the joint review board to select a public member and chair for each tax increment district created. This reading appears to be the basis of the concerns that were raised before the Plan Commission. A FAQ by the Wisconsin Department of Revenue also provides support for this reading. See Dept. of Revenue, Tax Incremental Finance (TIF) – Joint Review Board (JRB), No. 20, <https://www.revenue.wi.gov/Pages/FAQS/slf-tif-jrbboard.aspx#jrb20> (last visited April 2, 2025).²

However, reading the statute to require an already established joint review board to select a public member and chair for each new tax increment district containing the same overlying taxing jurisdictions is not consistent with the standard rules of statutory

¹ Note that this section was changed in 2016 as part of 2015 Wis. Act 257 which was adopted following the Joint Legislative Council’s Study Committee on Review of Tax Increment Financing (TIF). Prior to this change, a municipality was authorized to convene either a standing joint review board or a temporary joint review board.

² This FAQ Reads: When a municipality has a standing JRB but is creating a new TID, should it reappoint a chairperson and public member for the new TID? Yes. The taxing jurisdictions may or may not appoint the same representatives for the newly created TID. DOR considers it a best practice to appoint a chairperson and public member for the new TID. They may be the same chairperson and public member as previous TIDs, or the JRB members may select a different chairperson and public member.

interpretation described above for numerous reasons. First, such a reading ignores the plain language that the joint review board is a “standing joint review board.” While not defined within the statute, a “standing” board or committee has a “continuing existence” and is “constituted to perform a continuing function, and remain in existence permanently.” Henry M. Robert III, *et al.*, Robert's Rules of Order Newly Revised, (12th Ed.) §§ 50:3, 50:7. See, also, Merriam-Webster, Standing Committee Definition & Meaning, <https://www.merriam-webster.com/dictionary/standing%20committee> (last visited April 2, 2025)(“ a permanent committee especially of a legislative body). This is consistent with the directive in the statute that the JRB “remain in existence for the entire time that any tax incremental district exists in the city with the same overlying taxing jurisdictions as the overlying taxing jurisdictions represented on the standing joint review board.” Wis. Stat. § 66.1105(4m)(emphasis added). In other words, once created, the JRB remains in existence as long as there is a tax increment district within the municipality. Even after the closure of all tax increment districts within a municipality, a joint review board continues to exist until the board votes to disband. *Id.* (“By majority vote, the board may disband following the termination under sub. (7) of all existing tax incremental districts in the city with the same overlying taxing jurisdictions as the overlying taxing jurisdictions represented on the joint review board.”). Requiring a new selection of members for each new tax increment district ignores the directive that there be a standing board.

Second, an interpretation of the statute to require a new selection of a public member for each new tax increment district could lead to an absurd result, which is to be avoided when interpreting statutes. The language at issue does not apply only when creating a tax increment district, but also for each amendment of the district boundaries or project plan. As such, requiring a selection in every instance where a “public hearing under sub. (4) (a) or (h) 1.” is required could result in multiple joint review boards, each with different members, for the same tax increment district. Each of these separate boards must remain in existence as long as there is a tax increment district within the municipality, resulting in an increasing number of potentially everlasting joint review boards with no work to do because the tax increment district for which the board was originally created may have long-since closed. Even the Department of Revenue’s FAQs recognize that the JRB membership remains consistent. See DOR FAQ No. 8, <https://www.revenue.wi.gov/Pages/FAQS/slf-tif-jrboard.aspx#jrb8> (“If the representative acting as chairperson resigns from the JRB, the members must elect a new chairperson by majority vote. If the public member resigns, the JRB must choose a new public member by majority vote.”); DOR FAQ No. 14, <https://www.revenue.wi.gov/Pages/FAQS/slf-tif-jrboard.aspx#jrb14> (“Does the JRB need to vote to select a chairperson and public member at each year's meeting or when amending a TID? No. Once the chairperson and public member are selected, no new vote is required. The chairperson and public member remain the same for the TID's life or until they are no longer on the board.”). In light of these FAQs, the Department of Revenue’s divergent conclusion for new tax increment districts under FAQ No. 20 (See Footnote 2 above) is puzzling and seemingly without reason or explanation. Although it is important

to note that, given the use of “should” and “best practice” in FAQ No. 20, the Department acknowledges that this is not a mandatory or required step, so the incongruity not significant. The more reasonable interpretation is that, once created, the joint review board retains the same membership and handles all tax increment district activities involving the same overlying taxing jurisdictions within the municipality.

Lastly, an interpretation that requires the selection of a new public member and chair for each new tax increment district is defeated by the provision within section 66.1105(4m) that provides “If a city creates more than one tax incremental district consisting of different overlying taxing jurisdictions, it shall create a separate joint review board for each combination of overlying jurisdictions.” If the legislature intended that every new tax increment district required a new joint review board, then this language is surplusage. This language is only given meaning when the statute is interpreted to provide for only one joint review board for all tax increment districts with the same overlying taxing jurisdictions. Moreover, this language also illustrates that the legislature knows how to require a separate joint review board by express language. “Under the doctrine of *expressio unius est exclusio alterius*, the express mention of one matter excludes other similar matters that are not mentioned.” FAS, LLC v. Town of Bass Lake, 2007 WI 73, ¶ 27, 301 Wis. 2d 321, 341, 733 N.W.2d 287, 297 (internal quotation omitted). Thus, by expressly requiring a separate joint review board in some expressed situations, the legislature is presumed to have intended to not require one in those situations where the requirement is not expressly made in the statute’s language.

Conclusion

Based upon the foregoing, it is this office’s opinion that once the JRB was created by appointment of the village, school district, county, and technical college representatives who in turn selected a public member and chair, that these members continue to serve until the they resign, are no longer eligible to serve (e.g. a county member who is no longer affiliated with the county), are removed from office pursuant to law, or the JRB votes to dissolve itself. In the event that a vacancy is created, that vacancy shall be filled in the same manner as the original appointment, which means the joint review board would vote for a new public member or chair if the vacancy was in one of those positions (as will be necessary in the case of the chair’s position after April 14th when Village President Wolter will no longer be in office). Accordingly, there is no defect in the process of creating the Village Center TID based upon the JRB’s failure to vote on a replacement public member and chair when there were no vacancies in these positions.

BCS

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Action Item

ITEM TITLE: Purchase of Right of Way Land for Sewer and Water Lines as Part of the Intergovernmental Agreement with Richfield

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

The attached Vacant Land Purchase and Sale Agreement was prepared by the Municipal Law & Litigation Group, SC who is leading the process of acquiring land for the right-of-way required by the Intergovernmental Agreement (IGA) between the Village of Richfield (VOR) and the Village of Germantown (VOG) for water and sewer service to the Richfield Industrial Park planned north of Holy Hill Road and west of Interstate 41. This agreement acquires 5.686 acres of property adjacent to Freistadt Road and continuing in a northwesterly direction towards the railroad tracks, at a cost of \$280,500 or \$49,332 per acre. The purchase price is based on the results of an appraisal completed by Appraisal Specialists of Wisconsin in May 2024. Village staff received the Vacant Land Purchase and Sale Agreement on March 24th. The Agreement requires acceptance by April 11th. The Municipal Law & Litigation Group is continuing negotiations with a second property owner for the acquisition of additional right-of-way to the point where High Point Pass meets the railroad tracks. Under the IGA between VOR and VOG, each village is responsible for 50% of the cost of right-of-way acquisition for the project. The Village's share of the cost for this segment is \$140,250, and can be paid for with TID 7 funds.

ATTACHMENT:

1. ROW Purchase Agreement w VMC_BGC Legends 250407
2. Parcel 56 - VMC Appraisal
3. Valbridge Appraisal Report of Parcels 5 and 6 of Germantown Richfield Project Issued 10-7-24

STAFF RECOMMENDATION:

Approve Vacant Land Purchase and Sale Agreement

ACTION BY Committee:

VACANT LAND PURCHASE AND SALE AGREEMENT

This Vacant Land Purchase and Sale Agreement entered into as of the ____ day of March 2025 by and between the VILLAGE OF RICHFIELD and VILLAGE OF GERMANTOWN (collectively, “Buyer”) and VMC/BGC (LEGENDS), LLC, a Wisconsin limited liability company (“Seller”).

RECITALS

A. The Village of Richfield and the Village of Germantown entered into an Intergovernmental Agreement to expand water and sewer utilities and the installation of a public roadway. Pursuant to such agreement, Buyer initiated eminent domain proceedings for the purpose of acquiring a parcel of land from Seller, which land is required by the Buyer to construct a public road over and upon and install utilities beneath the surface of the Property.

B. Buyer and Seller have entered into an agreement relating to the acquisition.

C. Buyer and Seller, pursuant to this Agreement, intend to set forth the terms and conditions upon which Seller will sell the Property to Buyer and Buyer will purchase the Property from Seller.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed by and between Buyer and Seller as follows:

1. The Property. Buyer shall purchase from Seller the fee title interest in a parcel of property containing approximately 5.686 acres of vacant land (the “Property”) through and across seller’s larger parcels of land, all as more particularly described in the Appraisal dated May 17, 2024, prepared by Appraisal Specialists of Wisconsin (herein the “Appraisal”). The legal description of the Property is set forth on Exhibit A attached hereto and made a part hereof. In addition to the foregoing, Buyer shall obtain an ALTA/NSPS survey of the Property and shall set stakes, set pipes or otherwise physically mark the boundaries of the Property.

2. Conveyance of Title. Upon payment of the purchase price, Seller shall convey Property by Special Warranty Deed to the Village of Germantown, free and clear of all liens and encumbrances except municipal zoning ordinances and agreements entered into under them, recorded easements for the distribution of utility and municipal services, recording building use restrictions, covenants and other matters and restrictions of record except any general property tax levied against the Property for the calendar year of 2025 which obligation shall be paid and satisfied by Buyer as provided herein.

3. Purchase Price. Buyer shall pay to Seller, on or before thirty (30) days after acceptance of this Agreement, the sum of Two Hundred Eighty Thousand Five Hundred Dollars (\$280,500.00) dollars as and for compensation of the Property being purchased and acquired by the Buyer under the terms of this Agreement.

4. Acceptance. Buyer may accept this Purchase Agreement on or before 5:00 p.m. on April 11, 2025. Acceptance shall be evidenced by action taken by the Village Board of each Buyer approving this Purchase Agreement and delivering or emailing an executed copy of

this Purchase Agreement to Seller in care of Attorney Paul G. Sherburne, psherburne@mawickelaw.com.

5. AS IS, WHERE IS SALE. Buyer and Seller agree that, except only for the warranties of title set forth in Section 2 above, at closing Buyer shall acquire the Property in its "AS IS, WHERE IS" condition.

6. Title Evidence. Buyer shall be responsible for purchasing an owner's policy of title insurance in the amount of the purchase price.

7. Real Estate Taxes. The real estate taxes for 2025 shall be prorated, but rather, shall remain a part of the real estate tax bill issued for the Property described as parcels GTNV 184989 and GTNV 184992. The liability for payment of real estate taxes with respect to parcels GTNV 184989 and GTNV 184992 for the calendar year 2025, shall be prorated based upon the number of acres purchased by Buyer. Seller shall not be responsible for the payment of taxes assessed against the Property for 2025 and thereafter.

8. Additional Agreements. Buyer and Seller acknowledge and agree as follows:

a. Separate Parcels. Buyer and Seller acknowledge and agree that the ROW bisects parcel GTNV 184989 and such bisection will not create two separate parcels. Should Seller elect at a future date to create separate parcels, the Village of Germantown will cooperate with Seller to create such separate lot(s) pursuant to Ch 236, Wis. Stats.

b. No Special Assessments. At no time shall Seller or any successor of Seller be liable for any special assessments or connection fees from the Village of Germantown or Buyer for and cost or expense related to the construction of any public improvement or connection thereto within the Property.

c. Farming. Seller or Seller's tenant shall have the right, but not the obligation, to plant crops on the Property until such time as Buyer commences construction of the improvements on the Property. Buyer will provide Seller with not less than sixty (60) days' prior written notice of the commencement of any work associated with construction, including but not limited to vegetation clearing and grubbing. Buyer will maintain the non-farmable area on the Property as such area is determined by Seller in Seller's sole discretion. Buyer shall pay the farmer damages for damages to planted crops caused by the construction of public improvements within the Property.

d. Maintenance. The Village of Germantown will be responsible for maintenance and repair of the Property and all public improvements included roads, curb, gutter and utilities constructed within the Property from and after the date of the conveyance of the Special Warranty Deed. Neither Seller nor any subsequent owner of Seller's remaining property

e. Access Easement. Seller shall have the continued right of access over and across and use of the Property until such time as Buyer completes the road improvements within the Property and the Property becomes a public roadway providing access to the properties adjacent to such completed roadway. Seller and the Village of Germantown will enter into an access easement agreement in form substantially similar to Exhibit B attached hereto which

agreement shall be recorded in the office of the Register of Deeds for Washington County, Wisconsin at closing.

f. Vacation of Unused Portion of Property. In the event Buyer determines that not all of the Property is required for Buyer's project, i.e., if the right-of-way is not 100 feet wide as planned, such unused portion of the Property will be vacated and returned to Seller within twelve (12) months after Buyer makes such determination.

The provisions of this Section 8 shall survive closing and shall not be merged into the Special Warranty Deed.

9. Time if of Essence. Time is of the essence as to delivery and acceptance of the Purchase Agreement and date of closing.

10. Counterpart and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same Agreement. Any counterparts of this Agreement may be executed and delivered by either party by e-mail transmission in portable document format ("pdf") and any Agreement so executed and delivered shall be considered an original for all purposes.

11. Entire Contract. This Purchase Agreement, including any amendments to it, contains the entire agreement of Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Purchase Agreement. This agreement binds and inures to the benefit of the Parties to this Purchase Agreement and their successors in interest.

[The remainder of this page is blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Purchase Agreement as of the date first written above.

BUYER:

Village of Richfield

ATTEST:

Madeline Moltzan
Deputy Clerk

By: _____
Name: John Jeffords
Title: Village President

Date: _____, 2025

Village of Germantown

Attest: _____

By: _____
Name: _____
Title: _____

SELLER:

VMC/BGC (Legends), LLC

By: _____
Name: Veronica M. Cummings
Title: Member

By: _____
Name: Brian G. Cummings
Title: Member

Date: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Commencing at the Southeast corner of the Southeast Quarter of Sections 18, Town 9 North, Range 20 East: Thence along the South line of said Southeast Quarter N88° 39' 25" West 1375.83 feet to a point 50.00 feet west of the West Line of the Southeast Quarter of the Southeast Quarter; Thence N00° 08' 15" East parallel and 50.00 feet distant to the said West line 33.01 feet to the North line of Freistadt Road and the Point of Beginning of 100 foot wide Right-of-Way herein described; Thence continuing on said North line N86° 39' 25" West 50.01 feet; Thence N00° 08' 15" East 1814.29 feet; Thence N81° 49' 29" West 567.53 feet to the West property line of Grantor's property; Thence N00° 09' 46" East along said West property line 100.99 feet; Thence S81° 49' 29" East 668.48 feet to the East property line of Grantor's property and the West line of the Southeast corner of the Southeast Quarter; Thence S00° 08' 16" West along said West quarter line 1903.26 feet, to the North line of Freistadt Road; Thence N88 39' 25" West 50.01 feet along said North line to the point of Beginning. Containing 247,678square feet (5.686 acres) of land more or less.

EXHIBIT B

ACCESS EASEMENT

[See following seven pages]

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement, is made effective as of the _____, 2025, by and among the VILLAGE OF RICHFIELD (“Richfield”), VILLAGE OF GERMANTOWN (“Germantown”) VMC/BGC (Legends), LLC, a Wisconsin limited liability company (“Legends”). (Richfield, Germantown and Legends may sometimes be referred to as a “Party,” and collectively as the “Parties.”)

RECITALS

A. Germantown has purchased from Legends and now owns that certain parcel of land located within the Village of Germantown more particularly described on **Exhibit A** attached hereto (the “ROW Property”).

B. Legends owns those certain parcels of land through and over which the ROW Property traverses and are more particularly described on **Exhibit B** attached hereto (“Legends Properties”).

C. Germantown is the municipality within which the ROW Property and the Legends Properties are located and has governmental jurisdiction over said properties.

D. Germantown desires to grant easements over and across the ROW Property, for pedestrian, bicycle, motor vehicle, farm equipment access to and from West Freistadt Road and adjacent properties, and for agricultural and recreational use of the ROW Property.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals set forth above, Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements. Germantown hereby grants and conveys to Legends, a limited non-exclusive easement in, on, over and across all portions of the ROW Property (the “Easement Parcel”), for pedestrian and bicycle access, ingress and egress to and from the City Property, the Ozaukee County Inter Urban Trail and Mequon Road.

2. Use of Easement Parcel. Legends and its tenants, employees, guests and invitees shall have the right to use the entire Easement Parcel for any legal use permitted under the current zoning code governing the Legends Properties; provided, however, Legends shall not construct nor allow to be constructed any improvements on, over or within the ROW Property.

Return address:
Paul G. Sherburne
Mawicke & Goisman, S.C.
1509 N. Prospect Ave.
Milwaukee, WI 53202

GTNV 184989 and GTNV 184992
Tax Parcel No's

3. Duration. The term of this Easement and the rights granted and conveyed herein shall continue until such time as the public improvements contemplated to be constructed on and within the ROW Property have been completed and the public road contemplated to be constructed thereon has been completed and is open for use by the general public.

4. General Terms.

a. Counterparts; Recording. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same Agreement. A fully executed counterpart of this Easement Agreement shall be recorded in the office of the Register of Deeds for Washington County, Wisconsin.

b. Binding Effect. All covenants, terms, and conditions in this Agreement, including the benefits and burdens, are irrevocable, perpetual and appurtenant to and running with the land and shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective heirs, legal representatives, successors, grantees and assigns, and all parties claiming by, through or under them, including, but not limited to, all present and future owners of the ROW Property and/or Legends Properties.

c. Waiver. No waiver of breach of any of the covenants or agreements contained herein shall be construed as or constitute a waiver of any such breach or a waiver of any further or succeeding breach of the same or any other covenant or agreement herein.

d. No Termination For Breach. No breach hereunder shall entitle any owner of the City Property to cancel, rescind, or otherwise terminate the easements granted hereby. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

e. Amendment. This Agreement can only be amended by the written agreement of the Richfield, Germantown and the owner(s) of the Legends Properties.

f. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin without regard to its choice of law rules.

g. Interpretation. Should any provision of this Easement Agreement require or otherwise come under judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply the presumption that the terms thereof shall be construed against any party by reason of the rules of construction that a document is to be strictly construed against the party who prepared the document or caused the document to be prepared; it is expressly understood and agreed that all parties have participated in the preparation of this document.

h. Notices. All notices given under this Agreement shall be delivered in person, sent by certified mail, postage prepaid, return receipt requested, or sent by a commercial delivery service with fees prepaid or charged to the sender's account to the other Party at that Party's last known address. If the other Party's address is not known to the Party desiring to send

a notice, the party sending the notice may use the address to which the other Party's property tax bills are sent. Any Party may notify the other of a change of address by providing written notice hereunder.

i. Costs Of Enforcement In the event that either Party commences litigation relating to any default by the other Party concerning this Easement Agreement or any of the terms and conditions contained herein, the non-prevailing Party in such litigation shall, upon demand, reimburse to the prevailing party all of the prevailing Party's reasonable costs, charges, and expenses, including the reasonable fees of counsel, agents and others retained by the prevailing Party relating to such litigation.

d. Entire Agreement. This Agreement sets forth the entire agreement among the parties hereto concerning the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

[The remainder of this page is blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

GERMANTOWN

Village of Germantown

ATTEST:

By: _____

Name: _____

Title: Village President

Date: _____, 2025

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this _____ day of _____ 2025, the above named _____ and _____, to me known to be the Village President and Clerk of the Village of Germantown who executed the foregoing instrument on its behalf and by due authority and who acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____

LEGENDS:

VMC/BGC (Legends), LLC

By: _____

Name: Veronica M. Cummings

Title: Member

By: _____

Name: Brian G. Cummings

Title: Member

Date: _____, 2025

Signature(s) of Veronica M. Cummings and Brian G. Cummings authenticated this ____ day of _____, 2025

Paul G. Sherburne

Title: Member State Bar of Wisconsin

EXHIBIT A
LEGAL DESCRIPTION

ROW PROPERTY

Commencing at the Southeast corner of the Southeast Quarter of Sections 18, Town 9 North, Range 20 East: Thence along the South line of said Southeast Quarter N88° 39' 25" West 1375.83 feet to a point 50.00 feet west of the West Line of the Southeast Quarter of the Southeast Quarter; Thence N00° 08' 15" East parallel and 50.00 feet distant to the said West line 33.01 feet to the North line of Freistadt Road and the Point of Beginning of 100 foot wide Right-of-Way herein described; Thence continuing on said North line N86° 39' 25" West 50.01 feet; Thence N00° 08' 15" East 1814.29 feet; Thence N81° 49' 29" West 567.53 feet to the West property line of Grantor's property; Thence N00° 09' 46" East along said West property line 100.99 feet; Thence S81° 49' 29" East 668.48 feet to the East property line of Grantor's property and the West line of the Southeast corner of the Southeast Quarter; Thence S00° 08' 16" West along said West quarter line 1903.26 feet, to the North line of Freistadt Road; Thence N88 39' 25" West 50.01 feet along said North line to the point of Beginning. Containing 247,678square feet (5.686 acres) of land more or less.

EXHIBIT B
LEGAL DESCRIPTION

LEGENDS PROPERTIES

The East One-half (1/2) of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Eighteen (18), Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, County of Washington, State of Wisconsin, excepting therefrom that part conveyed by Deed No. 303075.

EXCEPT:

Commencing at the Southeast corner of the Southeast Quarter of Sections 18, Town 9 North, Range 20 East: Thence along the South line of said Southeast Quarter N88° 39' 25" West 1375.83 feet to a point 50.00 feet west of the West Line of the Southeast Quarter of the Southeast Quarter; Thence N00° 08' 15" East parallel and 50.00 feet distant to the said West line 33.01 feet to the North line of Freistadt Road and the Point of Beginning of 100 foot wide Right-of-Way herein described; Thence continuing on said North line N86° 39' 25" West 50.01 feet; Thence N00° 08' 15" East 1814.29 feet; Thence N81° 49' 29" West 567.53 feet to the West property line of Grantor's property; Thence N00° 09' 46" East along said West property line 100.99 feet; Thence S81° 49' 29" East 668.48 feet to the East property line of Grantor's property and the West line of the Southeast corner of the Southeast Quarter; Thence S00° 08' 16" West along said West quarter line 1903.26 feet, to the North line of Freistadt Road; Thence N88 39' 25" West 50.01 feet along said North line to the point of Beginning. Containing 247,678square feet (5.686 acres) of land more or less.



Appraisal Report for the Property located at:

N120W20860 Freistadt Road
Germantown, WI

a.k.a.

E ½ of the NW¼ & SW¼ of the SE¼
Section 18, Village of Germantown,
Washington County, State of Wisconsin.

Project and Parcel:

Right of Way Acquisition - Water/Sewer Utility Extension
Parcels 5 & 6

Client:

Village of Richfield
c/o Jim Healy, Village Administrator
4128 Hubertus Road
Hubertus, WI 53033

Date of Appraisal:

May 17th, 2024

Prepared by:

Appraisal Specialists of Wisconsin, LLC
Art Sullivan, MAI, SR/WA, R/W-AC
4395 Swallow Banks Lane
Oshkosh, WI 54904
(920)410-6657





June 4th, 2024

Village of Richfield
c/o Jim Healy, Village Administrator
4128 Hubertus Road
Hubertus, WI 53033

Dear Mr. Healy

,

At your request, I have examined the property located at N120W20860 Freistadt Road in the Village of Germantown on May 17th, 2024 for the purpose of determining “just compensation” as outlined in Chapter 32.09 of the Wisconsin Statutes.

The property evaluated in this report is located in Washington County and legally described as,

E ½ of the NW¼ & SW¼ of the SE¼
Section 18, Village of Germantown,
Washington County, State of Wisconsin.

The property consists of two tax parcels, containing a combined 40 acres according to county tax records. The property is further identified on the Village of Richfield Project Map as Parcels 5 & 6. The map indicates that the Village of Richfield will acquire a total of 5.686 acres of land from the referenced property.

This letter, which identifies the property under review and briefly summarizes the purpose of the inspection and subsequent analysis, is accompanied by an appraisal report and is valid only when included as part of the attached report.

The report which follows, contains a description of the scope of work performed, discusses unique characteristics of the land and improvements, examines the highest and best use of the property as well as the effects caused by the taking, and lastly, discusses the approaches to the valuation of the property with a corresponding analysis and conclusion of value. The following Exhibits and Addenda are also included to aid in your understanding the conclusions.

1. Photos and aerial maps of the subject property and taking areas
2. Sales map and comparable sale data sheets

Conclusions:

Based upon my investigation of the subject property, scope of work as defined in the report and analysis which follows, my opinion of MARKET VALUE for the subject property appraised as of May 17th, 2024 is;

**Before Taking
\$1,290,000**

**After Taking
\$1,106,600**

**Loss and Damages From Taking
\$183,400**



Art Sullivan
Certified General Appraiser - Wisconsin #1446-010
Real Estate Broker - Wisconsin #53564 - 090
MAI, Designated Member, Appraisal Institute
SR/WA, RW - AC, International Right-of-Way Association
Realtor Member, Realtors Association of NE WI
Realtor Member, Wisconsin Realtor Association
Realtor Member, National Association of Realtors

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SUMMARY OF SALIENT FACTS

Property Address: N120W20860 Freistadt Road
Germantown, WI

Legal Description: E ½ of the NW¼ & SW¼ of the SE¼
Section 18, Village of Germantown,
Washington County, State of Wisconsin.

Project and Parcel: Right of Way Acquisition - Water/Sewer Utility Extension
Parcels 5 & 6

Date of Valuation: May 17th, 2024

Property Owners: VMC/BCG (Legends) LLC

Three Year Sales History:

The property transferred last on November 13th, 2023 via Warranty Deed 1587800 for \$1,200,000. Dan Scardino, the Realtor representing the grantee (buyer) indicated the sale was arms length and sale price was not impacted by the announcement of the project, which had occurred in July of 2023. Dan Scardino additionally reported that following the transfer of the property, the grantee razed the existing residence and outbuildings at a cost of \$60,000, which was anticipated at the time of purchase. The buyer is an investor/developer. Plans for the property were not immediately known.

The property consists of:

- two tax parcels containing 40 acres

Present Use: vacant, available for development

Highest and Best Use:

Before the taking - as vacant, available for development
After the taking - as vacant, available for development

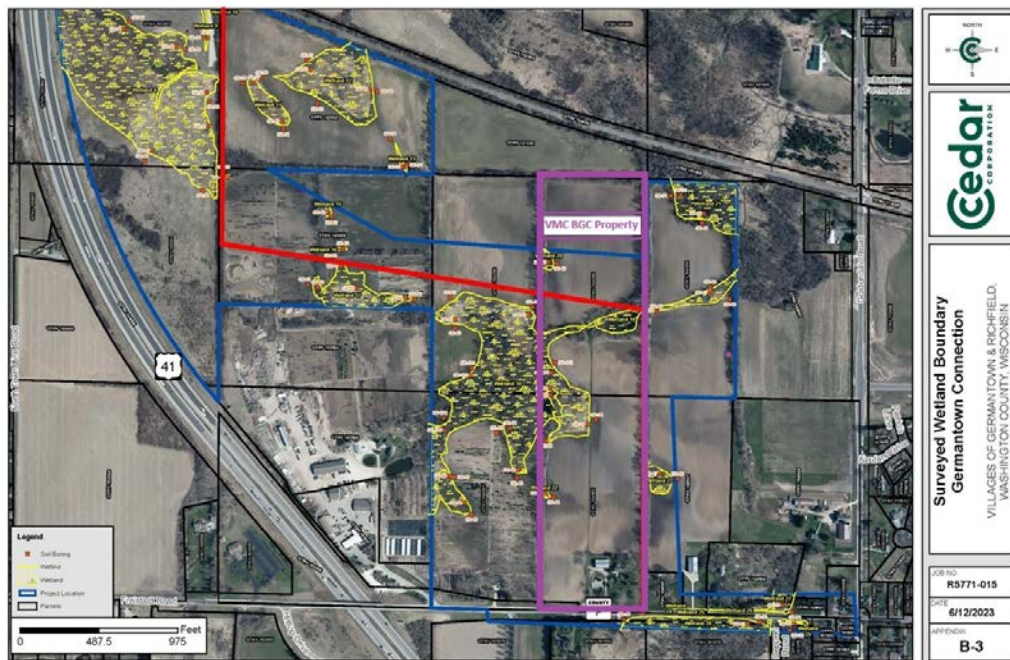
Zoning: A-1 - Agricultural District

Easements and restrictions:

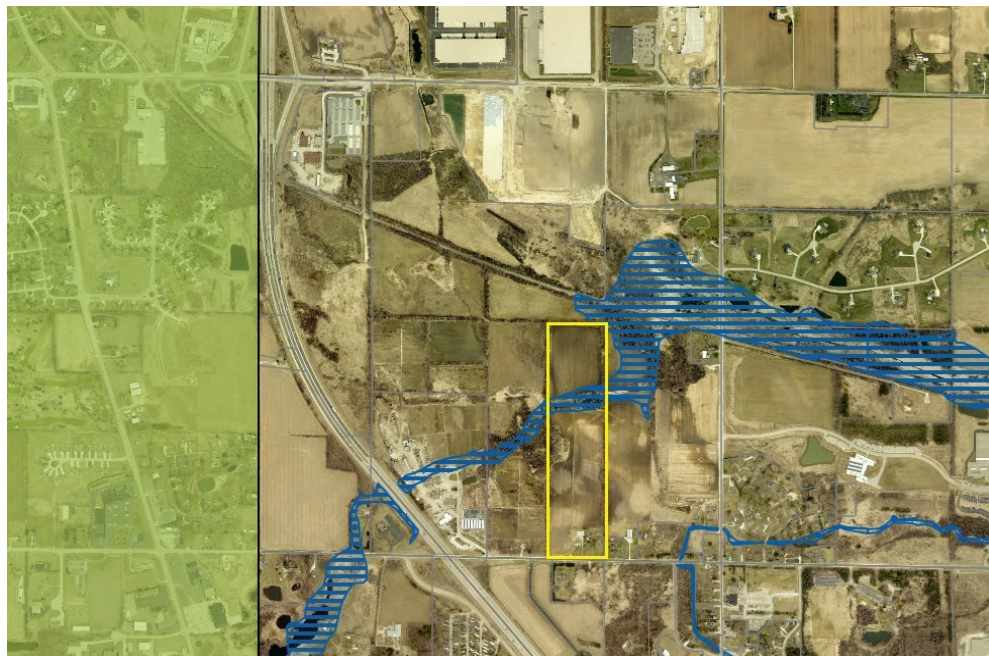
Aside from more typical utility easements, there are no known easements or restrictions impacting market value.

Conservation Issues: Maps depicting wetland (outlined in yellow) and Flood Plain (outlined in blue) are shown below.

Wetlands Delineation



Flood Plain Mapping (outlined in blue)



Environmental: An environmental audit was not conducted in relation to this analysis. The owner's representative did indicate that asbestos had been discovered and addressed during the razing of the residence, but did not indicate any additional awareness of an environmental condition that would be harmful to the value of the property. This appraiser is not an experienced nor licensed environmental inspector. It is recommended that an independent environmental inspection be obtained by the user of this report if they suspect or would like to know if there is any environmental hazard present on the subject property. If such a condition is discovered it may effect the Market Value of the subject property as concluded in this report.

Assessment:

Tax ID#	Acres	Land	Improvement	Total
184992	20	\$118,700	\$133,500 ¹	\$252,200
184989	20	\$3,700	\$0	\$3,700
	40.00	\$122,400	\$133,500	\$255,900

Fair market value is not considered applicable due to Agricultural Use Assessment on the subject's parcels.

¹Following the recent purchase of the subject property, the landowner has razed the existing residence and outbuildings. Assessment value for improvements reflects the property's condition prior to the razing of improvements.

Project and Acquisition Details:

The project and acquisition are for purposes of expanding right of way and installing municipal infrastructure including water and sewer, in the Village of Germantown, north of Freistadt Road. The acquisition is located over portions of two tax parcels. The taking is identified on each parcel as follows:

Tax Parcel	184992	184989	Total
Gross Acreage	20	20	40
Fee Right of Way	2.96	2.72	5.68
Remaining Acres	17.04	17.28	34.32

Site Visit and Landowner Concerns

I spoke with Dan Scardino of Point Real Estate, agent for the landowner (VMC/BCG). There were no particular concerns related to the project. Following a public meeting regarding the proposed project in July of 2023, there had been no additional contact related to the acquisition prior to my call. Dan was invited to meet with me on the day of inspection, May 17th, 2024. While he did not attend that meeting in person, we did briefly communicate following my visit to confirm site conditions.

STATEMENT OF QUALIFYING CONDITIONS

- The appraiser does not guarantee the title to the property in any manner, nor has any investigation been made to reveal the existence of any liens or encumbrances on the property title.
- The appraiser has viewed the property and talked with the owner's representative, Dan Scardino. The information given by the representative has been relied upon as fact, although checked as to reasonableness and accuracy wherever possible. This data has been made a part of this appraisal report where deemed pertinent by the appraiser.
- Summaries and all facts on the comparable sales reflect data given by the buyers, sellers, and, or their agents, to the appraiser and are not to be released for general knowledge or publication. To the best of the appraiser's knowledge and belief, the information provided to the appraiser, plus the statement and opinion contained in this appraisal are correct, subject only to the limitations herein set forth.
- This entire appraisal report is of a confidential nature between the appraiser and his client. The appraiser will not disclose any of the findings to anyone except the client or his designated agent unless given specific permission to do so by the client or unless he is required to do so by due process of law.
- Possession of this report or copies thereof does not carry with it the right to copy or publish all or any part of this report.
- The completion of this report does not in any way require the appraiser to testify as to its background research, valuation procedures, contents or conclusions. Any provision for such preparation for court and testimony must be made separately with the appraiser and is to be compensated at his normal rates. In addition, any prior appraisal, later requiring testimony of value as of a specific date, must be updated to that specific date as a condition prior to testimony and such updating is to be compensated at the appraiser's normal rates at that time. All outstanding appraisal bills must be paid in full prior to testimony requirements. These conditions shall not be subverted by the use of the subpoena process by the client and, or his attorney.
- The appraiser will not make any special investigation into environmental matters effecting the subject property unless especially requested to do so by the client.
- The appraiser has no interest, present or contemplated, in the subject property and neither the contract to make the appraisal, nor the compensation, is contingent upon the amount of valuation reported.
- This appraisal has been made in conformity with the highest standards and ethics of the appraisal profession, as demonstrated by the professional ethics and standards of the

various appraisal organizations with which the appraiser is or has been affiliated.

- This report was performed in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal.
- The bill for services is due as established in the appraisal contract.
- Hypothetical Condition - a hypothetical condition is defined in the Dictionary of Real Estate Appraisal, 6th Edition, (Appraisal Institute - Chicago) as: 1. A condition that is presumed to be true when it is known to be false. 2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of this appraisal.

For purposes of this analysis, the following hypothetical condition has been adopted.

In order to calculate a before value within this report, the project is assumed to not be planned or announced. Similarly, in order to calculate an after taking value within this report, the project is assumed to be completed as of the effective date of this report. Both of these conditions are hypothetical as of the effective date of this report.

- Extraordinary Assumption - an extraordinary assumption is defined in the Dictionary of Real Estate Appraisal, 6th Edition, (Appraisal Institute - Chicago) as: an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

The following extraordinary assumptions have been relied upon in this report.

It is an extraordinary assumption of this report that upon presentation and approval of a development plan/agreement, the Village of Germantown intends to improve the acquired right of way for purposes of public transportation.

A title report has been ordered for the subject property, but was not available for review by this appraiser. It is an extraordinary assumption of this report that there are no unusual easements, restrictions, or blemishes on the property title unknown to this appraiser that would impact market value.

The above qualifying conditions are an integral part of this appraisal and the original appraisal contract, whether written or verbal.

SCOPE OF WORK DEFINED:

In the course of developing this analysis and opinion of value, the appraiser conducted a site visit to the property and considered:

The specific neighborhood and general area characteristics of the subject property and their influence on value.

A study of the highest and best use of the subject property, as vacant and improved, including an analysis of its present and future utility.

Contemporary comparable sales and listings of similar properties located in Washington and Ozaukee County, sold or listed from 2021 - 2024, with an analysis of their characteristics in relation to the subject property. Sales and listings used in this report were gathered from shared data with the Northeast Realtor Association MLS, Co Star Realty Services and local assessors.

The cost approach, income approach, and sales comparison approach were examined for their relevance in analyzing the subject property. The Sales Comparison approach is relevant to this analysis and utilized in determining an opinion of market value for the land.

The appraisal report is defined under USPAP Standards Rule 2-2(a). In essence, the report sufficiently summarizes an explanation of the property, its uses, the valuation procedure and conclusions of value that the reader sufficiently understands the property being appraised, its highest and best use and conclusions of value.

This appraisal is being completed under the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice (USPAP). This rule states that if any part of USPAP is contrary to the law or public policy of any jurisdiction, the appraiser is to follow the jurisdictional guidelines. Therefore, Federal and State law regarding valuation of properties under eminent domain has jurisdiction over USPAP and has been followed in this report.

In this instance, the Jurisdictional Exception Rule has been invoked as a result of the amended market value definition found in Wisconsin Statute 32.09 (5) (b).

Any increase or decrease in the fair market value of real estate *prior* to the date of evaluation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, may not be taken into account in determining the just compensation for the property.

ADDITIONAL DEFINITIONS:

Fee Simple Estate

The property interest appraised as part of this assignment is fee simple estate, which means - absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers or taxation, eminent domain, police power and escheat. Lands acquired as part of this process by the Village of Richfield are likewise purchased in fee simple, meaning the landowner maintains no (fee simple) rights in those areas acquired for this project.

Partial Taking

The taking of a part of a property for public use under the power of eminent domain; requires the payment of compensation.

Remainder Lands

That portion of a larger parcel remaining in the (fee simple) ownership of the property owner after a partial taking.

Severance Damage

In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder.

Special Benefits

In condemnation, the benefits that arise from the peculiar relation of the land in questions to the public improvement, usually resulting from a change in its highest and best use. Special benefits may accrue to multiple parcels (such as all four quadrants of a newly constructed freeway interchange) because the parcels are directly benefitted in a similar manner, if not to the same degree.

PURPOSE OF THE APPRAISAL:

The purpose of this report is to express an opinion of market value for the aforementioned property Before the Taking and After the Taking in order to determine “just compensation” according to Wisconsin Statute Section 32, as of the date of my inspection, May 17th, 2024. The intended users of this report are the Village of Richfield and their agents in acquisition negotiations with the property owner. It is understood that the property owner will receive a copy of this report as part of those negotiations to benefit their understanding of the compensation offered.

Market value is defined as “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market²;
4. Payment is made in terms of cash and U.S. dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. “³

Exposure Time - Statistics gathered from Realtor multiple listing services, would suggest an exposure time of approximately one month for improved residential property, six to nine months for vacant land, and three to six months for improved commercial sales in Washington County.

²Exposure time as defined by the Appraisal Institute’s, The Dictionary of Real Estate Appraisal, 5th Addition, is the time a property remains on the market or the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

³ This definition of market value was taken from Institutional regulators, including the Office of the Comptroller of the Currency-(OCC), Federal Deposit Insurance Corporation (FDIC), Federal Reserve (FR) and Resolution Trust Corporation (RTC).

General Description of the Project

Through an Intergovernmental Agreement, the Village of Germantown has agreed to provide municipal water and sewer services to areas in the Village of Richfield. More specifically and as a result of this project, municipal water and sewer services from the Village of Germantown will be extended from the intersection of Goldendale and Freistadt Roads in a westerly direction along Freistadt Road approximately 1/4 mile and then north to northwesterly, bisecting several properties as shown on the Project Plat (see following page). The area traversed by this project is identified as the “Freistadt District” in the Germantown Comprehensive Plan.

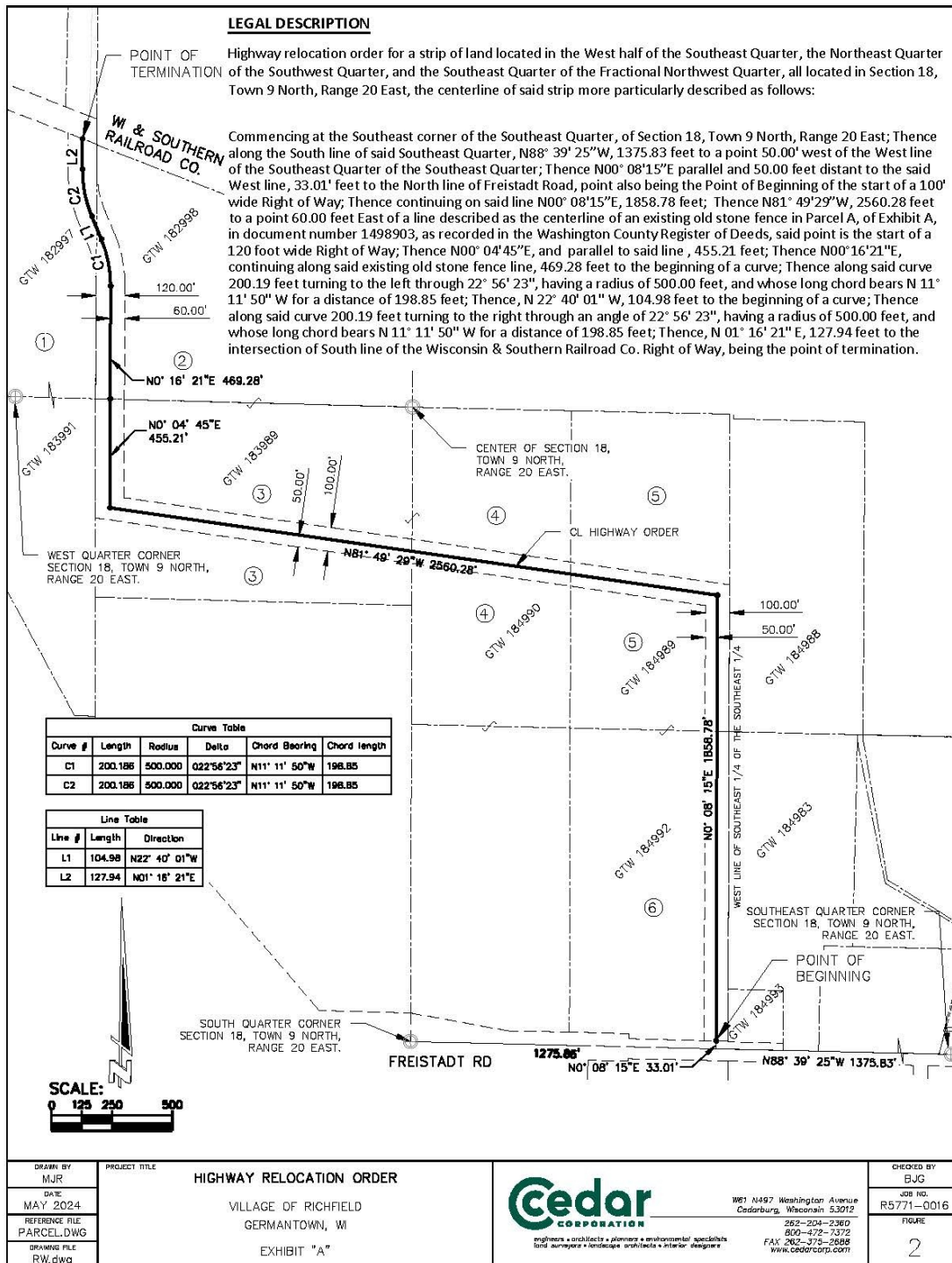
Steve Kreklow, Village of Germantown Administrator has indicated that in addition to the 1/4 mile extension along Freistadt Road for the Richfield project, the Village of Germantown will continue the installation of water and sewer the remaining length of Freistadt Road toward the I41 corridor. To the north of this project area on Freistadt Road, water service connection will be extended from the intersection of Rockfield Road and Gateway Crossing in the Germantown Gateway Corporate Park westerly.

As part of this intergovernmental agreement, the Village of Richfield will acquire all necessary right of way and pay construction costs associated with the extension of Germantown municipal services. Right of way acquired and municipal services extended through private lands will be available for future connection and access to those private lands they pass through. While the cost to develop and construct water and sewer will be paid by the Village of Richfield, a connection fee based on the relevant development needs will be assessed upon connection by the Village of Germantown. It is additionally noted that development and construction costs associated with extending municipal services the remaining distance on Freistadt Road to the I41 corridor will be paid by the Village of Germantown and available to landowners who front Freistadt Road in this area.

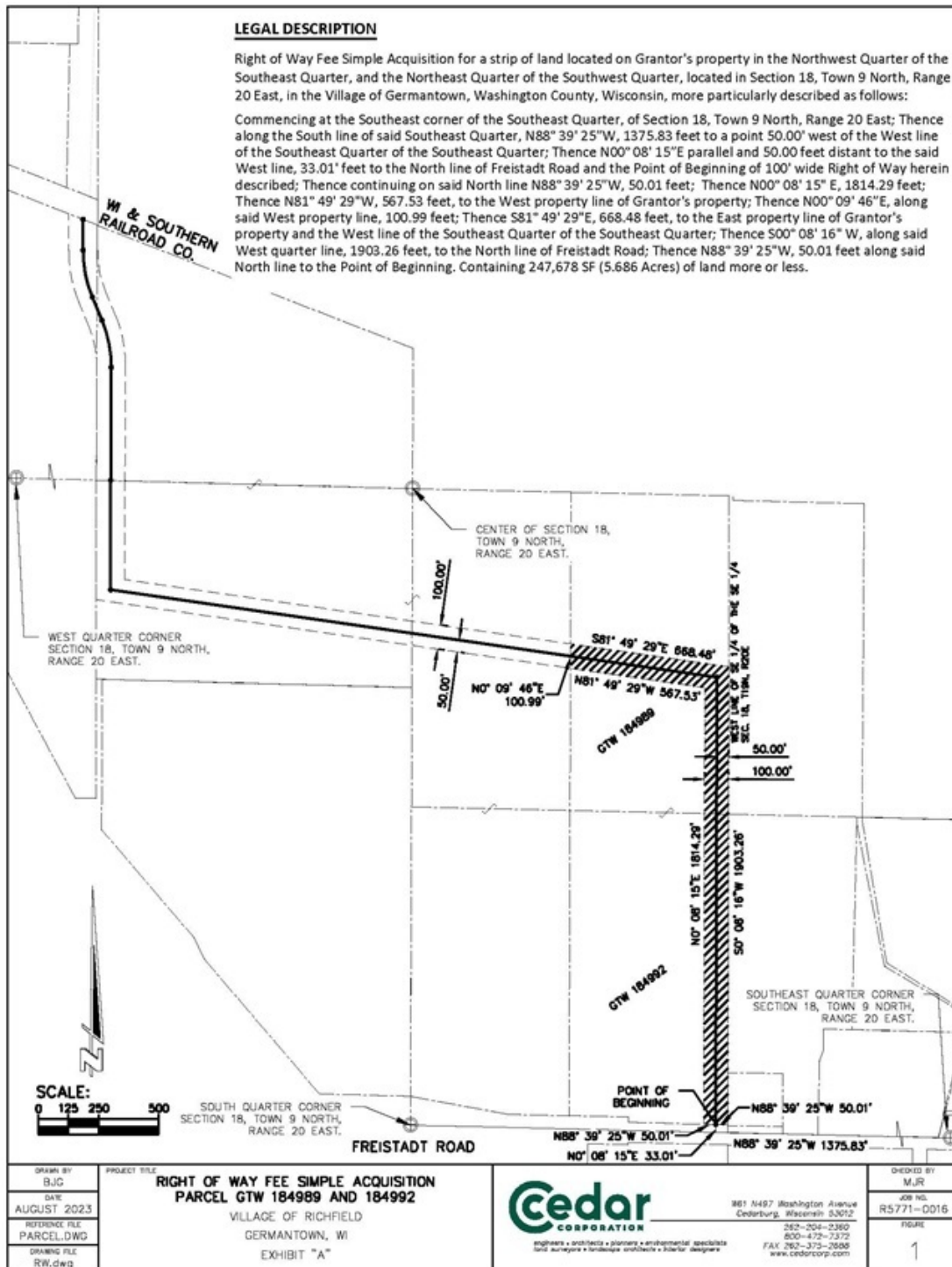
Acquisitions for this project are a combination of easement and fee taking. In addition to the installation of water and sewer services, areas acquired in fee will be initially improved with a 12' wide gravel roadway for municipal service vehicles. Further improvement of the acquired right of way to a public roadway is anticipated with an approved development proposal. While the Village of Germantown will be applying for a railroad corridor crossing permit following the acquisition of all right of way, should that permit be denied, the Village remains committed to developing a cul de sac roadway into the acquired lands with a development proposal.

The taking on the subject property will be a fee acquisition.

Legal Description of the Highway Relocation Order



Plat map of acquisition on subject property



**Description of the
Neighborhood and Subject Property**

NEIGHBORHOOD AND ECONOMIC ANALYSIS

The subject parcel is located in the Village of Germantown (population 21,040), the second largest community in Washington County (population 138,229), and located in the southern most part of the County. Since the 2020 census, the county overall has experienced a slightly higher level of growth than the state, increasing by 1.1%, as compared to 0.9% growth for the state. Generally, Washington County's growth reflects the positive impact of migration into the county, while natural forces (more deaths than births) have a slightly negative impact on population. The county is the 11th largest in the state.

The workforce in the county is most significantly influenced by the following sectors. Trade, Transportation, Utilities - 21.5%, Manufacturing-26.4%, Education and Health - 17.4%, and Leisure and Hospitality - 9.9%. Notably, the county has a higher share of manufacturing employment than the rest of the state at 26.4% vs 16.7% (statewide average).

In an effort to examine the long term impacts of economic shifts, a review of improved residential real estate sales (gathered by the Wisconsin Realtor Association - WRA) from 2007 - 2024 have been compiled on the following page and discussed.

Summary of Housing Statistics:

Starting in 2007, the beginning of the Great Recession, Washington County's improved residential sales show decline between 2007 and 2011. Starting to recover in 2012, the number of unit sales exceeded 2007 levels in 2014 and generally stabilized at 2,000 - 2,200 sales between 2015 - 2021. While statistics report a decline in the number of units sold during 2022 & 2023, this is more likely due to restricted supply than a drop in demand, given state and national trends.

Staying in step with the decreasing trend in number of units sold, median values in Washington County also declined and remained stable from 2009 - 2014. Beginning in 2015, median values began increasing and have stayed on an upward trajectory through 2023. The growth rate over the past 2 years has averaged 8% in the county.

It is reasonable to conclude that improved residential housing in Washington County is on a growth track in value, although reflects a shortage in supply based on the number of units sold.

Housing Stats by Month



Month Quarter

Number of Home Sales

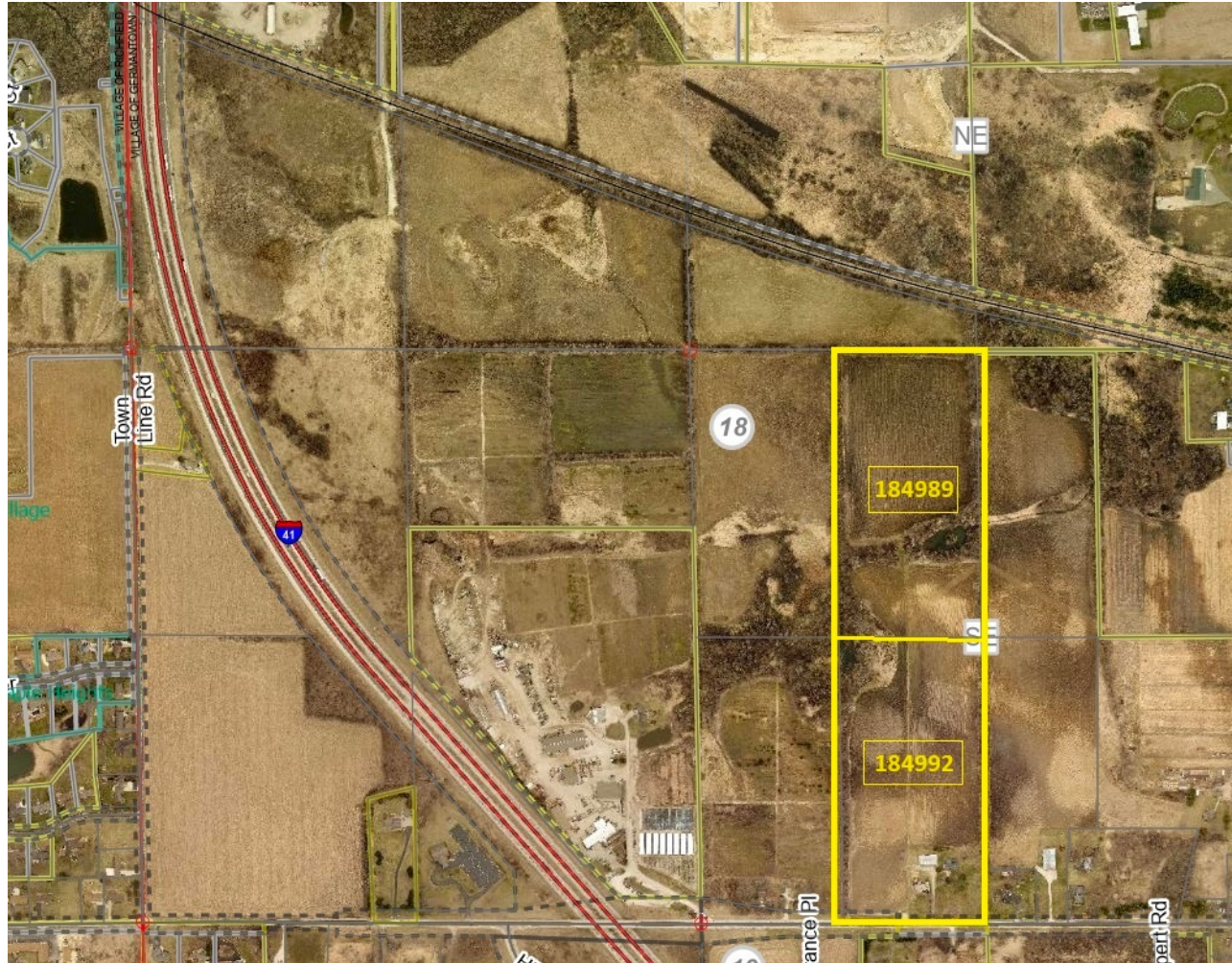
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2007	99	100	166	177	201	177	185	189	131	125	106	89	1,745
2008	60	71	123	120	146	137	145	147	115	107	65	73	1,309
2009	39	40	85	105	105	155	142	149	137	150	139	72	1,318
2010	46	40	108	136	158	129	82	69	111	90	70	76	1,115
2011	65	53	73	74	102	112	104	127	112	100	102	78	1,102
2012	66	70	117	121	136	165	147	136	120	151	119	86	1,434
2013	76	100	137	170	200	195	206	191	131	154	107	110	1,777
2014	83	92	118	142	166	181	186	190	163	139	109	125	1,694
2015	81	74	136	165	220	273	240	228	165	157	133	143	2,015
2016	99	88	159	180	203	240	236	231	189	177	154	125	2,081
2017	100	78	153	182	218	291	205	238	222	175	159	122	2,143
2018	100	113	165	163	207	237	191	231	177	176	153	119	2,032
2019	79	85	130	159	226	226	218	263	190	189	145	165	2,075
2020	101	101	139	164	177	202	222	250	236	242	189	178	2,201
2021	98	104	155	184	167	245	246	229	234	227	201	165	2,255
2022	122	81	140	129	186	204	185	204	171	153	109	109	1,793
2023	64	66	94	101	139	155	161	166	154	130	99	116	1,445

Median Price

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2007	\$197,500	\$194,000	\$211,500	\$194,900	\$214,900	\$217,900	\$218,000	\$198,000	\$204,900	\$199,000	\$217,125	\$210,000	\$208,500
2008	\$200,000	\$189,900	\$179,900	\$185,450	\$200,250	\$207,000	\$210,000	\$204,900	\$198,564	\$194,900	\$206,000	\$198,000	\$197,500
2009	\$190,000	\$179,750	\$186,000	\$184,000	\$177,500	\$187,000	\$171,900	\$179,000	\$172,500	\$169,700	\$175,000	\$197,500	\$180,000
2010	\$186,500	\$192,612	\$176,500	\$178,750	\$188,500	\$190,000	\$174,000	\$192,500	\$166,000	\$194,950	\$192,075	\$187,000	\$185,000
2011	\$200,000	\$147,900	\$175,000	\$182,250	\$168,600	\$182,500	\$182,000	\$195,000	\$186,950	\$167,950	\$180,000	\$175,000	\$180,000
2012	\$171,500	\$150,375	\$175,000	\$175,000	\$165,000	\$185,900	\$165,000	\$176,000	\$184,375	\$188,000	\$161,000	\$182,450	\$172,700
2013	\$154,000	\$167,250	\$172,500	\$177,500	\$178,750	\$190,000	\$174,750	\$194,500	\$195,000	\$181,450	\$180,000	\$186,500	\$180,000
2014	\$175,300	\$173,250	\$166,000	\$169,900	\$168,000	\$176,000	\$199,900	\$197,000	\$195,900	\$210,000	\$180,000	\$176,000	\$182,750
2015	\$172,000	\$187,050	\$206,200	\$195,000	\$194,950	\$209,000	\$206,375	\$202,000	\$190,000	\$230,000	\$195,000	\$197,000	\$202,300
2016	\$191,625	\$186,500	\$198,500	\$200,000	\$192,000	\$220,000	\$196,000	\$222,000	\$227,900	\$200,500	\$198,200	\$212,500	\$208,000
2017	\$207,500	\$212,500	\$214,500	\$205,000	\$211,900	\$209,900	\$230,000	\$229,250	\$216,250	\$230,000	\$215,000	\$200,500	\$216,000
2018	\$247,000	\$235,000	\$244,900	\$235,000	\$250,000	\$242,500	\$260,000	\$245,000	\$218,500	\$225,000	\$235,000	\$225,000	\$239,700
2019	\$230,000	\$199,700	\$257,450	\$252,500	\$255,000	\$255,950	\$259,900	\$259,500	\$268,000	\$240,000	\$271,800	\$241,000	\$252,500
2020	\$245,000	\$244,000	\$260,000	\$255,000	\$275,000	\$289,000	\$298,450	\$285,450	\$265,000	\$279,250	\$260,000	\$268,250	\$274,900
2021	\$302,450	\$282,500	\$295,000	\$285,250	\$326,000	\$315,000	\$328,500	\$315,000	\$315,000	\$300,000	\$310,000	\$310,000	\$309,000
2022	\$292,875	\$350,000	\$340,000	\$328,000	\$341,500	\$349,950	\$350,000	\$321,000	\$340,000	\$330,000	\$350,000	\$329,000	\$335,000
2023	\$322,500	\$332,700	\$365,000	\$355,000	\$369,900	\$380,000	\$365,000	\$362,450	\$377,250	\$342,200	\$395,000	\$320,000	\$360,000
2024	\$315,000	\$350,500	\$361,500	\$341,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$340,000

LAND

The subject's land is comprised of two tax parcels, outlined in yellow and labeled with Tax ID numbers.





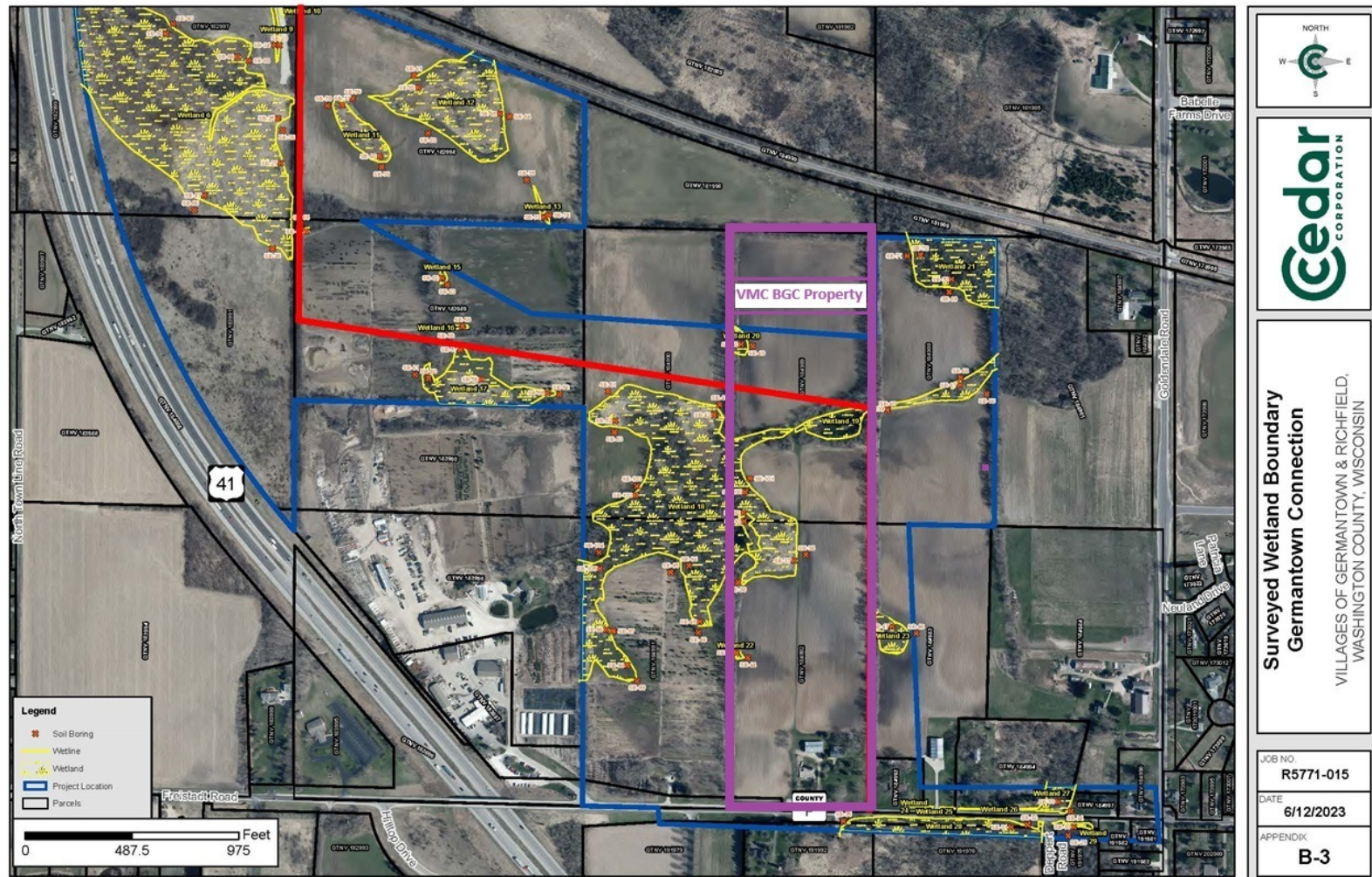
N120 W20860 Freidstadt Road
Germantown, Wisconsin

Description:

The subject property consists of two tax parcels located on Freistadt Road in the west central portion of the Village of Germantown. The subject's immediate neighborhood remains semi rural with a blend of scattered residential, commercial and open (agricultural/recreational) land use. The subject site requires private water and septic services, with electric, phone and gas utilities in the street. The land has a level to gently rolling terrain and generally open topography with a partially wooded area of wetland along the west central boundary. An unnamed stream traverses from the west central boundary and bisecting in a northeasterly direction. As part of this project, a wetland delineation has been provided by Cedar Corporation and is shown on the following page.

Wisconsin Department of Revenue records show the property's most recent transfer occurred on November 13th, 2023 between Elfi Mauch (grantor) and VMC/BCG (Legends) LLC (grantee) via Warranty Deed - Doc 1587800. The property was improved at the time with a residence and farm related outbuildings. The landowner's agent, Dan Scardino (Point Real Estate), indicated the landowner removed all improvements at a cost of \$60,000, encountering asbestos that was abated in the process. The residential area of the site, located near Freistadt Road, showed signs of the recent demolition. The buyer is reported to be a land developer, whose purchase of the site was not influenced by the proposed project. Immediate development plans are not known.

Wetland Delineation - Cedar Corporation



Village of Richfield - Parcels 5 & 6

Appraisal Specialists of Wisconsin - page 19



View looking easterly along Freistadt Road frontage from western boundary.



View looking westerly along Freistadt Road frontage from eastern boundary.



View looking northeasterly from southwest corner of site on Freistadt Road.



View looking northerly toward site from southeast corner on Freistadt Road



View looking northerly along eastern boundary into cultivated fields from residential area.



View looking northwesterly from north edge of residential area at cultivated fields.



View looking northerly toward cultivated fields in central portion of site.



View looking westerly across residential area that has been razed.

ZONING

17.12 A-1 AGRICULTURAL DISTRICT.

The A-1 Agricultural District is intended to provide for the continuation of general farming and related uses in those areas of the Village that are not committed to urban development. It is further the intent of this district to protect rural lands in the Village from urban development until their orderly transition into urban-oriented districts is required.

(1) **PERMITTED USES.** (Renum. 10/01 jaw)

- (a) Apiculture (beekeeping).
- (b) Dairy farming.
- © Crop raising.
- (d) Grazing or pasturing.
- (e) Livestock raising, except commercial feedlots and fur farms.
- (f) Orchards.
- (g) Plant nurseries.
- (h) Poultry raising, except where conducted principally as an enterprise.
- (l) Raising of trees.
- (j) Sod farming.
- (k) Residential structures which are the original and principal farm residences remaining after the consolidation of 2 or more farms, minimum 2-acre lots.
- (l) Residential structures which are the original and principal farm residences being subdivided from an existing farm, minimum 2-acre lots.
- (m) Uses and structures customarily accessory to a permitted agricultural use.
- (n) Home occupations.
- (o) Two nonilluminated signs not larger than 6 square feet in area for use in advertising of products produced on the farm.
- (p) One roadside stand for the sale of selected farm products produced on the premises and not exceeding 150 square feet in floor area, the location of which shall be approved by the Zoning Administrator.
- (q) One single-family farm dwelling and garage.
- ® Wind energy conversion systems and solar energy conversion systems. (Cr. Ord. #1-91)
- (s) Single-family dwellings, not farm related, with attached or detached garages, at facilities densities not greater than 0.1 dwelling unit per net acre. (Cr. Ord. #3-11)

(2) **CONDITIONAL USES.** (Renum. 10/01 jw) See section 17.42 of this chapter.

- (a) Airstrips and landing fields, 20 acres minimum.
- (b) Animal hospitals, shelters and kennels.
- (c) Boarding houses.
- (d) Commercial broiler and egg production.
- (e) Commercial feedlots.
- (f) Commercial fur farms.

- (g) Housing for farm laborers not permitted in subsection (1) above.
- (h) Housing for seasonal or migratory farm workers.
- (l) Livestock sales facilities.
- (j) Poultry and small game dressing and packing incidental to farm operations providing that all operations are conducted within an enclosed building.
- (k) Production of sausages incidental to farm operations providing that all operations are conducted within an enclosed building.
- (l) Retail sales of nursery products not raised on the premises.
- (m) Recreational vehicle and boat storage. (Am. Ord. #09-16)
- (n) Sportsmen's clubs.
- (o) A second single-family residential dwelling if the need for more than one single-family dwelling to support and carry on the principal or approved conditional use can be established to the satisfaction of the Plan Commission before issuance of a building permit. If approval for a second farm dwelling is granted, the additional dwelling shall be placed on a parcel separated from the farm lot provided that any parcel so created conforms with all regulations set forth in section 17.14 of this chapter.
- (p) Churches and synagogues, including parsonage.
- (q) Hospitals, sanitariums, nursing homes and clinics.
- Public or private schools, colleges and universities.
- (s) Public administrative offices, including fire and police stations.
- (t) Cemeteries and mausoleums.
- (u) Electric generation plants and substations.
- (v) Public service uses, garages and storage areas.
- (w) Radio and television transmitting and receiving towers; microwave relay stations; and water towers.
- (x) Transit and carpooling parking areas.
- (y) Waste water treatment plant.
- (z) Golf courses, with or without country club facilities.
- (aa) Parks and playgrounds.
- (bb) Recreation and health centers.
- (cc) Archery and driving ranges.
- (dd) Commercial stables and riding academies.
- (ee) Skeet and trap shooting ranges.
- (ff) Campgrounds.
- (gg) Storage of commercial vehicles and equipment. (Cr. Ord. #35-90; Am. Ord. #09-16)
- (hh) Farm markets. (Cr. Ord. #10-91)
- (ii) Bed and breakfast establishments. (Cr. Ord. #4-97)
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91)
 - (a) Agricultural expositions up to 30 days maximum.
- (3) **LOT AREA AND WIDTH.**

- (a) Farm uses as provided herein including farm structures hereafter erected, moved or structurally altered shall provide a contiguous parcel of not less than 35 acres, and no farm parcel shall be less than 600 feet in width.
 - (b) Existing residential structures and farm buildings remaining after the consolidation of existing farms shall provide a lot area of not less than 5 acres that has a lot width of not less than 300 feet, as established by minor land division.
 - © When lands in the S-W, FW or FF Districts lie adjacent to lands in the A-1 District and under the same ownership, up to 85% of such lands may be used to meet the lot area requirements of the A-1 District.
- (4) **BUILDING HEIGHT.** Buildings, except barns, elevators, grain dryers and silos, shall not exceed 45 feet in height.
- (5) **SETBACK AND YARDS.**
- (a) Front Setback. 60 feet, minimum.
 - (b) Side Yards. 25 feet, minimum, except that bee hives and buildings used for keeping livestock and poultry, and all new buildings constructed after the effective date of this Code shall have yards of not less than 50 feet.
 - © Rear Yard. 50 feet, minimum.
- (6) **MINIMUM DWELLING SIZE.** Same as for Rs-I District.

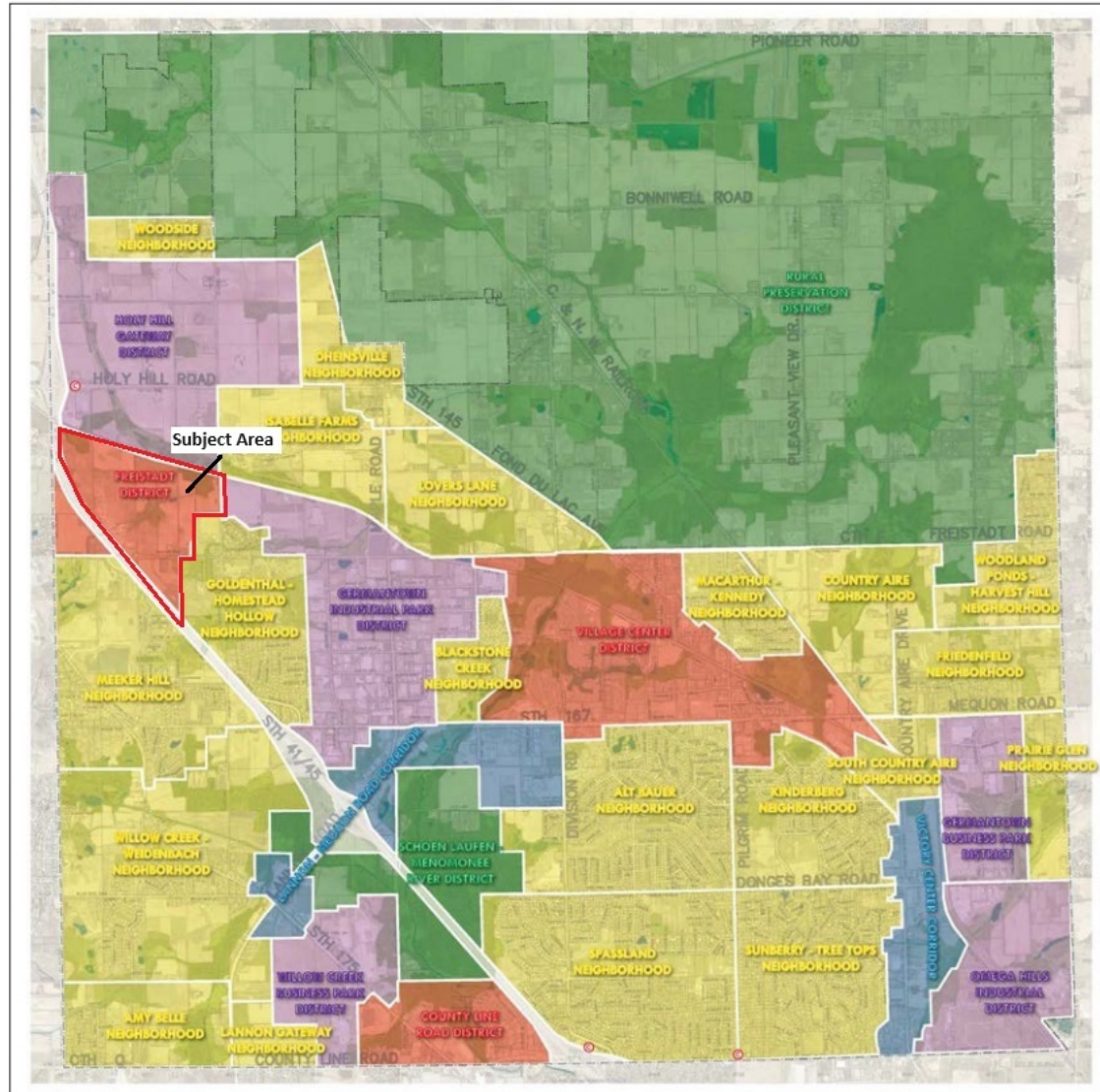
Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,500 sq. ft.
4 bedrooms	1,700 sq. ft.
Minimum ground perimeter area	1,200 sq. ft.

- (7) **PARKING.** No on-street parking shall be allowed.
- (8) **ACCESSORY BUILDINGS.** (Cr. Ord. #27-02) All new construction of accessory buildings in the A-1 or A-2 District shall only be permitted if the parcel contains 10 acres or more. Any parcels less than 10 acres shall follow the accessory building regulations, including height, size and setbacks established for the Rs-1 and Rs-2 Zoning Districts, section 17.41(1)(a).
- (9) **USES PROHIBITED.** (Cr. Ord. #27-02) All permitted and conditional uses in the A-1 and A-2 Agricultural Districts shall only be permitted if the parcel contains 10 acres or more. Any parcel less than 10 acres shall follow the permitted and conditional uses established for the Rs-1 Zoning District, section 17.14(1) and (2).

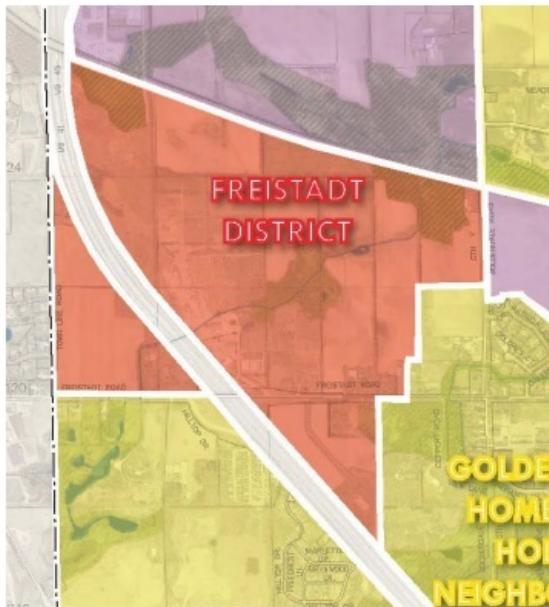
Future Land Use Map and Description

Map 5.2 – 2050 Future Land Use Map Overview

3



Freistadt DISTRICT



GENERAL CHARACTER

The Freistadt District is predominantly undeveloped but intended to be a mixed-industrial district comprised predominantly of light industrial uses, warehouse, corporate office uses, and service-commercial uses. A portion of the district lies within Tax Incremental District (TID) No. 7. The District is almost entirely undeveloped. Existing uses include the D.J. Frank nursery and landscaping services operation and the Germantown Mutual Insurance campus. Existing zoning in the district is predominantly A-1: Agricultural.

SPECIAL FEATURES

Transportation The Freistadt District is bounded by I-41/Town Line Road to the west, the WSOR railroad to the north, Goldendale Road to the east and Freistadt Road to the south (except for the Germantown Mutual Insurance campus immediately south of Freistadt Road). Freistadt Road does not currently have an interchange with I-41.

Environmental, Natural & Agricultural Goldendale Creek bisects the district from west to east as part of an environmental corridor south of the railroad.

Public Park, Education, Safety & Utility A majority of this district is not located within the Sewer Service Area (SSA) however is located within the Potential Sewer Service Area, given the existing water and sewer facilities abutting the district, and, the potential extension of facilities to the Village of Richfield.

PREFERRED FUTURE LAND USE

Freistadt District

Preferred Future Land Uses												Enviro Corr.	SSA	Preferred Site Design			Maximum Density (residential uses)
Existing Uses (+ existing non-conforming zoning) See NOTE 5 for details	Residential Single Family	Residential Two to Four Family	Residential Multi-family / Senior	Mixed-Use: Commercial / Residential	Mixed-Use: Commercial / Industrial	Commercial (Includes "Activity Centers")	Institutional	Open Space & Recreational	Mineral Extraction	Industrial	Agricultural / Hobby Farming / Agribusiness	Contains an Environmental Corridor?	Sewered? (Y/N/Partial)	Traditional Neighborhood	Suburban Subdivision	Conservation Subdivision**	Dwelling Units / Acre See NOTE 4 for details
A	A	A	D	D	D	A	A	A	u	D	u	Yes	Yes	-	-	-	SF:2.9 units/ac 2-4F: 6.0 U/ac MF:25 units/ac

The Freistadt District is intended to develop as an industrial, warehousing and mixed-use commercial district with light industrial, warehouse, corporate office and service-related commercial uses. The potential for mixed-use commercial with high-density residential could be appropriate for land adjacent to Freistadt Road and I-41. Single-family development at a density of 2.9 units/acre would also be appropriate.

See the Economic Development Section of this Plan for more information on future land uses within the Freistadt District.

D =	Desirable – These uses should be encouraged because they are consistent with, support, and enhance the desired character of the area.
A =	Allowable – These uses are generally considered appropriate for the area, but may require additional consideration and/or specific modification or developed features to be compatible with other uses in the area.
u =	Undesirable – These uses should not be encouraged but may still be acceptable for the area under special circumstances.

HIGHEST AND BEST USE - Before the Taking

Highest and Best Use is defined in the 7th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022), as follows:

The reasonably probable use of a property, that results in the highest value. The four criteria the highest and best use must meet are:

1. Legal permissibility
2. Physical possibility
3. Financial feasibility
4. Maximum productivity.

As Vacant

Legal Permissibility

The subject parcels are zoned A1 - Agricultural District. Permitted uses include a variety of typical agricultural uses and existing or new residential use. Conditional uses extend to a wider variety of commercially oriented, agricultural uses, recreational uses and institutional uses.

Although zoned Agricultural, the subject is located in the Freistadt District of the Village of Germantown's Comprehensive Plan and intended as a future mixed use industrial/commercial neighborhood, with some residential development. Steve Kreklow, Village of Germantown Administrator indicated that although there are two developments along the I41 corridor within this district (David Frank Nursery and Germantown Mutual Insurance Company), the village is unlikely to support additional commercial or industrial development without the presence of municipal water and sewer due to development requirements for fire suppression and municipal services. A landscape contractor, such as the David Frank Nursery is able to function adequately without fire suppression or municipal services and is one of the more unique commercial services that could be allowed. That said, the Agricultural District already allows for certain atypical agricultural/commercial type uses such as a landscape nursery, animal hospital, riding stable, archery, skeet shooting or driving (golf) range.

Upon extension of municipal water and sewer, it is reasonable to expect a change of zoning to accommodate a wider variety of industrial or commercial uses will occur in response to a development proposal.

Physical Possibility

The property's physical characteristics (terrain/topography, road access, and private water and septic utilities) are best suited before the taking for uses permitted within the existing agricultural district.

Financial Feasibility

The subject's legally permitted uses, existing physical features, and surrounding neighborhood, suggest that the most financially feasible use of the property before the taking is in compliance with the current Agricultural zoning district.

While the property's location in the Freistadt District creates the potential for alternative development, the extension of municipal water and sewer will be necessary for more intensive development. Currently municipal services are located approximately 1/4 mile east of the subject.

Maximally Productive

Examination of the legally permissible, physically possible and financially feasible alternatives for the subject parcel indicate a maximally productive use of the subject's parcels (until such time as municipal services are extended) for a residential or commercial/agricultural use permitted or conditional within the current agricultural ordinance.

Conclusion

The four tests applied above conclude the highest and best use of the property is for residential and commercially oriented agricultural use as permitted under the current ordinance, until such time as municipal water and sewer are extended to the site.

Valuation of the Property - Before the Taking

Overview of the Valuation Process

The valuation process is the next phase of evaluation of real property. After the “highest and best use” of the property has been determined the appraiser then proceeds to value this use by addressing the three recognized approaches to value.

Sales Comparison Approach

This approach to value is based on the principle of substitution, reflecting the market’s perception that the value of a property is directly related to the prices of comparable properties. The steps involved in this approach include:

1. Identifying comparable sales within the market and verifying data.
2. Analyze the comparable sales to derive market-supported adjustments reflecting differences between the sales and the subject.
3. Apply the adjustments to the comparable sales or unit prices.
4. Reconcile the adjusted sales or unit prices into an indicated value for the subject property.

Cost Approach The cost approach is based on the recognition that the market relates value to cost. The value of an existing property is equal to the cost to replace or reproduce the property, less applicable depreciation derived from the market. The steps involved in a cost approach include:

1. Developing an opinion of the site (land) value.
2. Estimating all direct and indirect costs associated with reproducing the subject property.
3. Estimate all forms of applicable depreciation on the subject property.
4. Subtract the estimated depreciation from the total cost to reproduce the improvement(s), and add in the site value to arrive at an indication of value from the cost approach.

Income Approach The income approach is based on the recognition that the market relates value to income. Of particular interest is the anticipated income stream the subject property can generate and how that future income relates to the market value at this time. The procedures to develop an income approach include:

1. Research the market to find comparable investment properties and verify leasing data related to rents, expenses and terms.
2. Create a reconstructed operating statement for the subject property.
3. Analyze comparable investment properties to derive a market-supported capitalization rate.
4. Divide the subject’s operating income by the reconciled capitalization rate to derive an indication of value for the subject property from the income approach.

Conclusion

In this analysis the sales comparison approach was determined to be relevant and has been used in valuing the subject parcel's land.

THE BEFORE and AFTER ANALYSIS vs THE PART TAKEN ANALYSIS

Wisconsin law requires that the appraiser look at the valuation of the property in condemnation (Eminent Domain) proceedings two different ways.

The first method is called the Before and After method. This method values the land as a whole unit before the taking, then the whole unit after the taking, both on a hypothetical simultaneous date. In this analysis the appraiser is to take into consideration any damages or severance rendered on the remainder due to the taking. This method is known as the "federal rule" and is most utilized when the taking itself could not logically be considered as an economic unit.

The second method is called the Part Taken method. In this method the appraiser can consider the part taken as an economic unit in itself, therefore value the taking as an individual parcel. The guidelines in condemnation as to which method should be used relates to the feasibility of the part taken being a sellable part, or a viable economic unit. This method is known as the "state rule."

The guidelines instruct the appraiser to use whichever method is both feasible and results in the higher value. In this analysis both methods were analyzed. The result chosen was the Before and After method because in this analysis it results in the highest Loss and Damage for the property owner, in accordance with Section 32.09 of Wisconsin Statutes.

LARGER PARCEL:

As defined in the 6th edition of the Appraisal Institute's Real Estate Dictionary, the "Larger Parcel" is a term used in government land acquisitions to identify the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership and unity of highest and best use.

The Larger Parcel analyzed in this report consists of the two tax parcels, containing 40 acres, with a highest and best use consistent with the current agricultural district, until such time as municipal water and sewer are extended to the site.

SALES COMPARISON APPROACH TO VALUE - Before the Taking

Land Sales Grid In an effort to clearly analyze each comparable with the subject and make necessary adjustments, a \$/ac unit of measure has been used. This is consistent with unit measurements used on taking documents. All land sales are referenced in the Exhibit Section of this report.

Land Sales Analysis Before the Taking							
	subject	Sale 1		Sale 2		Sale 3	
		Mequon Rd V Germantown Washington Cty		Swan Road City of Mequon Ozaukee Cty		Freistadt Rd V Germantown Washington Cty	
Sales Price	n/a	\$ 525,000		\$ 1,900,000		\$ 1,200,000	
date of sale document	May 17, 2024	5/09/2022 WD - 1560927		1/18/2023 WD - 1145304		11/13/2023 WD - 1587800	
market condition		\$ 63,000		\$ 152,000		\$ 30,000	
Expenditure after sale		0				60,000	
Subtotal		\$ 588,000		\$ 2,052,000		\$ 1,290,000	
size in ac	40.000	17.11		88.85		40.00	
adj \$/ac		\$ 34,366		\$ 23,095		\$ 32,250	
			adj		adj		adj
size	40 ac	17.11 ac	-5%	88.85	20%	40.00	0%

Land Sales Analysis Before the Taking							
topography	generally open, area of wetland with stream	generally open, no wetland	0%	open, no wetland	0%	generally open, area of wetland with stream	0%
terrain	level to gently rolling	level	0%	level	0%	level to gently rolling	0%
zoning	agricultural	agricultural	0%	agricultural	0%	agricultural	0%
use	agricultural planned area of development	agricultural, planned area of development	0%	agricultural, future residential	0%	agricultural planned area of development	0%
location	village road, semi rural	village road, semi rural, intersection	0%	city road, semi rural	0%	village road, semi rural	0%
msc	private utilities, municipal utilities nearby	private utilities, municipal utilities nearby	0%	municipal utilities and street connections in adjoining subdivision	-10%	private utilities	0%
total adj %			-5%		10%		0%
Adj \$ total			\$(1,718)		\$2,310		\$0
Indicated Value \$/ac			\$32,648		\$25,405		\$32,250

Adjustments

Market Condition

Land sales used in the preceding chart range in time from 2022 to 2023. To evaluate market conditions during that time frame, vacant land sales within Ozaukee and Washington Counties have been reviewed in the chart that follows.

MLS Statistics for vacant land sales in Ozaukee and Washington County				
Year	Units Sold	Median price	Average price	Days on Market
2021	350	\$ 130,500	\$ 183,751	168
2022	247	\$ 143,500	\$ 195,998	155
2023	189	\$ 149,500	\$ 209,075	194

Generally speaking, as we look at statistics to determine market trends, the units sold and days on market categories speak to issues of supply and demand, while median pricing reflects value trends associated with the mid-range values within a specific category. Median pricing is a good indicator of economic trends when the type of real estate it refers to basically stays the same year after year.

Conclusion - The statistics for vacant land sales in Ozaukee and Washington County indicate a declining number of units sold at the county wide level. As with other areas of the state, this likely reflects a decreasing supply more than declines in demand. Days on the market show some fluctuation, but not to a degree that is considered to reflect changes in demand.

By comparison, median values have generally increased. Between 2021 & 2022, median value rose 10% while between 2022 & 2023 median values rose 4%.

Based on these statistics and observations, it is reasonable to conclude that market conditions for vacant land sales are showing an increasing value trend in Washington and Ozaukee Counties. Given the overall trend statistically, an upward market adjustment would appear warranted and is estimated at 6% annually or 0.50%/month. The following chart shows the calculated adjustments for market condition.

Market Condition Adjustment					
Property	Sale Date	Sale Price	Time Adj in months	0.50% adj/month	Market Adjustment
Subject	5/17/2024				
Sale 1	5/09/2022	\$ 525,000	24	0.50%	\$63,000
Sale 2	1/18/2023	\$ 1,900,000	16	0.50%	\$152,000
Sale 4	11/13/2023	\$ 1,200,000	5	0.50%	\$30,000

Expenditure after sale -

Following the transfer of Sale 3 (which is the subject), existing improvements were razed at a cost of \$60,000 according to Realtor Dan Scardino. These costs were anticipated at the time of sale and are consequently added to the sale price to reflect overall cost associated with the purchase of the property.

Size-

The subject's 40 ac area is most similar to comparable 3, which is the recent transfer of the subject. Sales 1 & 2 are smaller and larger than the subject (respectively) and require adjustment. Typical economies of scale suggest that smaller parcels sell for a higher \$/sf while larger parcels sell for a lower \$/sf. In this instance, Sale 1 is approximately half the size of the subject and adjusted downward at 5%, while Sale 2 is slightly more than 2x the size of the subject and adjusted downward 20%.

Topography/Terrain -

Although the subject's terrain and topography vary slightly with from each comparable, no adjustment is considered necessary.

Zoning/use-

The subject's zoning and potential land use for development are similar to each sale and requires no adjustment.

Location-

The subject's location in a semi rural area of the village is considered to have similar contribution to each of the sales and requires no adjustment.

Miscellaneous -

The subject is located approximately 1/4 mile from a point of connection to municipal services. This is most similar to Sales 1 & 3, but inferior to Sale 2. A downward adjustment is applied to Sales 2 at 20%.

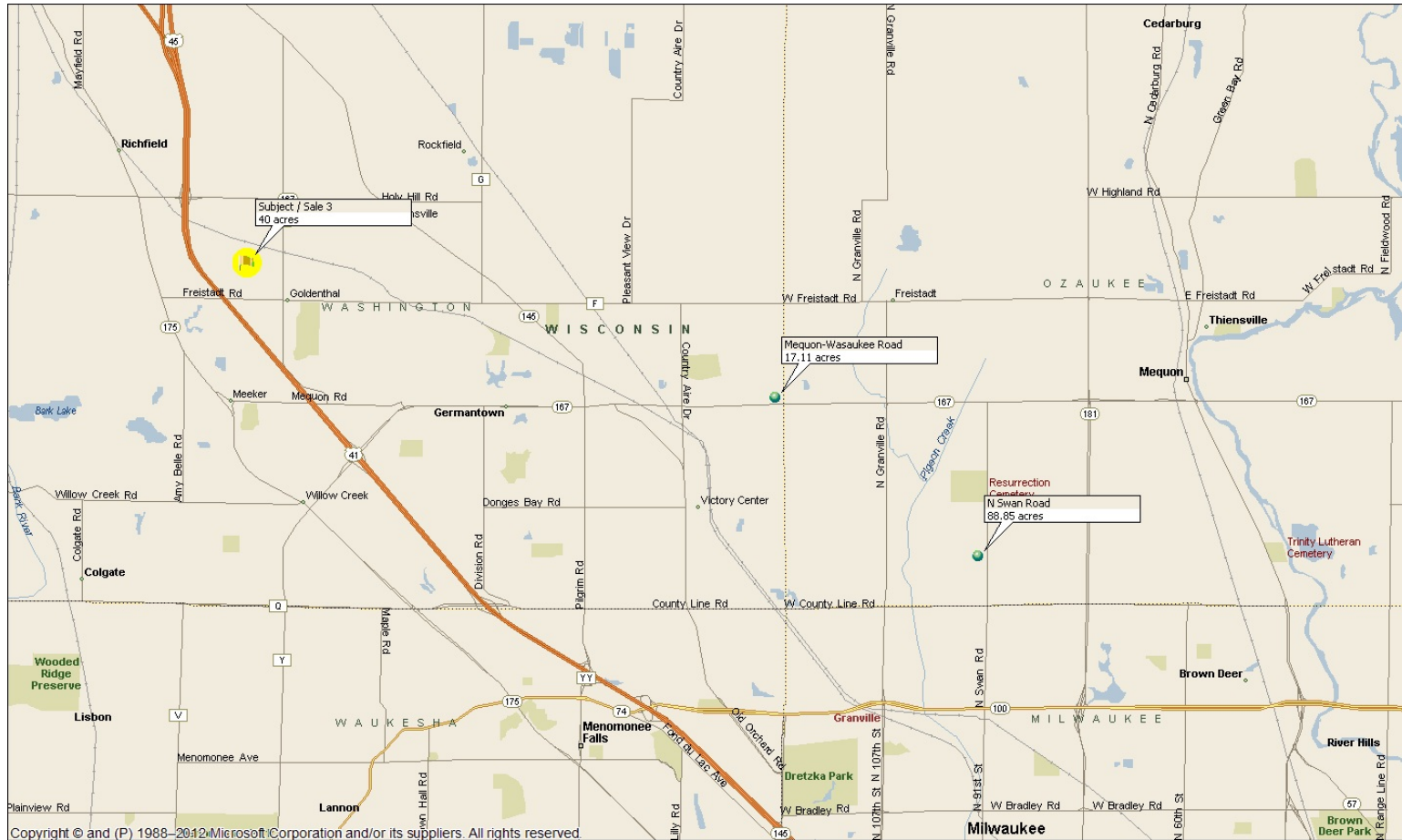
Reconciliation of land value before the taking:

The market data indicates a value range from approximately \$25,400/ac to \$32,650/ac. While each of the comparables is considered to reflect the value of land tracts with similar potential for development, Sale 3 is the recent transfer of the subject property in 2023, reported by the buyer's agent to have no value impact caused by the proposed project. This recent transfer likely reflects the best indicator of the subject's market value and will be used to indicate the subject's value as of the date of taking. Therefore, the subject's market value before the taking is estimated at \$32,250/acre.

\$1,290,000

[40 ac x \$32,250/ac = \$1,290,000]

Sales Map



MARKET DATA SUMMARY - land sale

SALE #1



Sale Date	Sale Price	Size/Unit	Price/Unit
5/09/2022	\$525,000	17.11ac	\$30,683/acre

Located at: Mequon Road, Section 24
CSM 3093, Lot 2

Grantor: ArchDiocese of Milwaukee

Recording Info: # 1560927

Land Size: 17.11 ac

Zoning: agricultural

Municipality: Village of Germantown

County : Washington

Grantee: Paradise Road Farms

Document Type: Warranty Deed

Improvements: none

Use: agricultural - future development

Comments: The sale property consists of one tax parcel at the intersection of Mequon Wausaukee Roads on the east boundary of the Village of Germantown. The property has a level terrain and generally open topography, used agriculturally at the time of sale, but in an area planned for alternative development. The Village Comprehensive plan calls for residential development north of Mequon Road, but the site's location at a controlled intersection and proximity to an industrial/business park on the south side of Mequon Road may lend to additional commercial or light industrial use. Municipal water and sewer are nearby (approximately 1/4 mile to the west).

Information confirmed by Art Sullivan.

MARKET DATA SUMMARY - land sale

SALE #2



Sale Date	Sale Price	Size/Unit	Price/Unit
1/18/2023	\$1,900,000	88.85ac	\$21,384/acre

Located at: Swan Road, Sec 32

Municipality: City of Mequon

County : Ozaukee

Grantor: Linda Johnston

Grantee: MK/S-EP LLC

Recording Info: # 1145304

Document Type: Warranty Deed

Land Size: 88.85 ac

Improvements: none

Zoning: agricultural

Use: agricultural/residential development

Comments: The sale property consists of one tax parcel located in a semi rural area of the City of Mequon on Swan Road. The property has a generally level terrain and open topography, used agriculturally at the time of sale, but abutting a residential development served by municipal utilities. While electric, gas and phone were in the road at the sale property, municipal water and sewer as well as streets were ready for connection from the adjoining developments. The parcel was on the market for 239 days and is currently under improvement for development as a residential subdivision, marketed with 83 home sites.

Information confirmed by Art Sullivan.

MARKET DATA SUMMARY - land sale

SALE #3



Sale Date	Sale Price	Size/Unit	Price/Unit
11/13/2023	\$1,200,000	40ac	\$30,000/acre

Located at: N120W20866 Freistadt Road

Municipality: Village of Germantown

County : Washington

Grantor: Elfi Mauch

Grantee: VMC/BCG (Legends) LLC

Recording Info: # 1587800

Document Type: Warranty Deed

Land Size: 40 ac

Improvements: residence and outbuildings

Zoning: agricultural

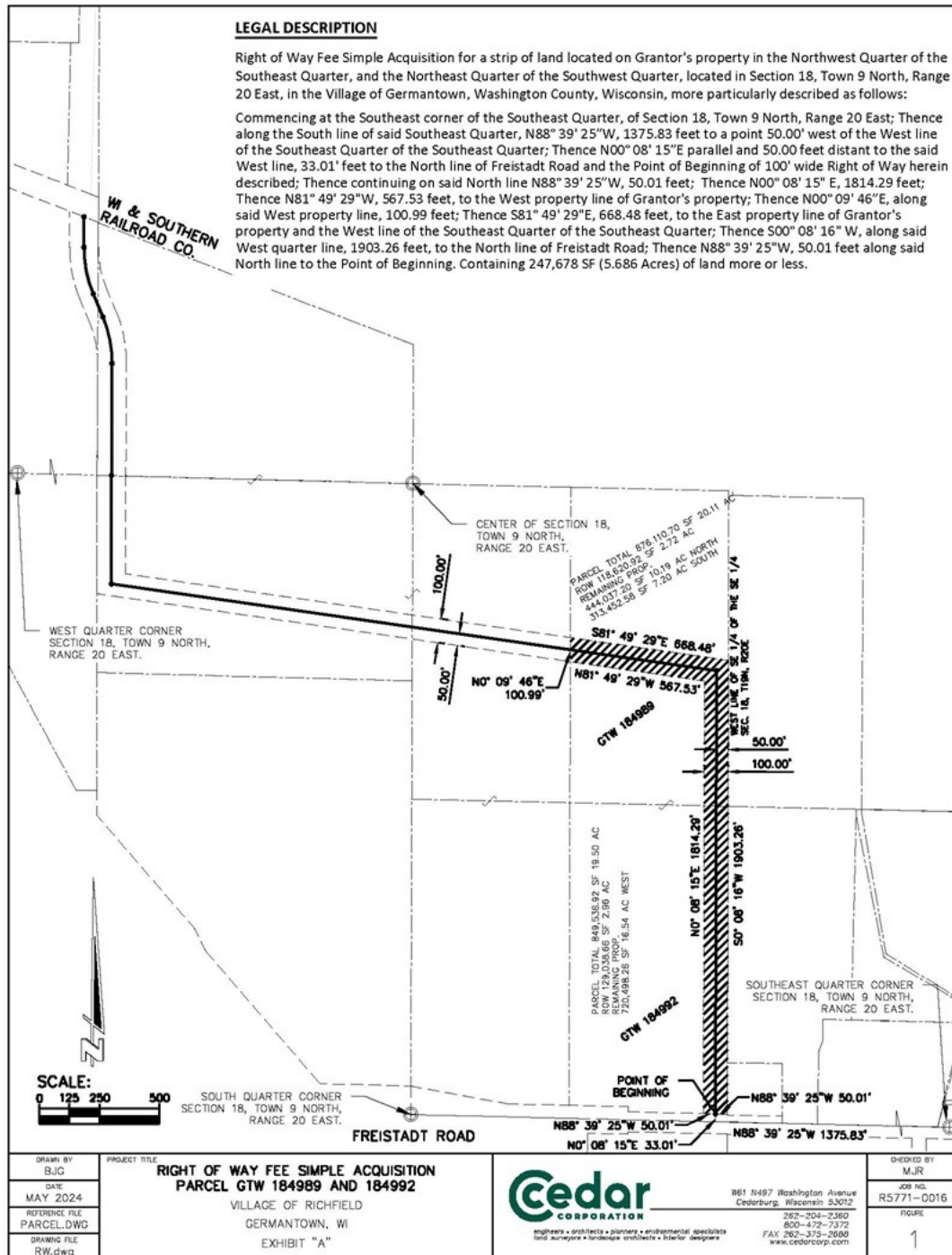
Use: agricultural/residential - future development

Comments: This sale is the most recent transfer of the subject property, consisting of two tax parcels located in a semi rural area of the Village of Germantown. The property has a generally level to gently rolling terrain and open topography, with an area of wooded wetland along the west-central boundary and a stream that traverses the site east to west. While electric, gas and phone are in the road, municipal water and sewer are approximately 1/4 mile to the east. The grantee (an investor/developer) purchased the property for future (undisclosed) development and razed the existing residence and outbuildings shortly after the sale for an anticipated \$60,000. The property remains in agricultural production until such time as development becomes financially feasible.

Information confirmed by Art Sullivan.

Effects of the Taking

Taking Map



DESCRIPTION OF THE EFFECTS ON THE SUBJECT PROPERTY

The project and acquisition are for purposes of extending street right of way and municipal water and sewer from the Village of Germantown to the Village of Richfield. The acquisition on the subject property will traverse through two tax parcels. First, traveling in a northerly direction - extending from Freistadt Road along the eastern boundary, then traveling northwesterly across the back parcel. The following chart provides better understanding of the acquisition totals, as well as remainder lands on each of the subject's tax parcels. On Tax Parcel 184989, remaining lands are differentiated between those areas lying north and south of the right of way.

Fee Acquisition of Right of Way					
Tax Parcel	Before Taking Acreage ⁴	Fee Acquisition	Remainder Total	Remainder N of ROW	Remainder S of ROW
184992	20	2.963	17.037	n/a	n/a
184989	20	2.723	17.277	10.19	7.20
Total	40	5.686	34.314		

1. Fee acquisition

Wisconsin Statute 32.09 (6) (a) indicates that, *in the case of a partial taking, compensation paid by the condemnor shall include: Loss of land including improvements and fixtures actually taken.* The following items are located in the fee acquisition area and have been considered for their contribution value to the site.

Land

The taking will acquire new fee right of way totaling 5.686 acres. This land will be valued according to its highest and best use.

⁴The Before Taking acreage amount reflects acreage totals shown on county tax records. It is noted that the surveyed acreage calculated by Cedar Corporation and referenced on the Taking Map in this section reflects acreage totals for each tax parcel that vary slightly from the county tax record.

Highest and Best Use - After the Taking

The fee taking will travel along the eastern boundary of Tax Parcel 184992 and bisect Tax Parcel 184989 in a northwesterly direction. The initial finished grade of the acquired right of way (after installation of municipal utilities, but prior to a public road being constructed) is understood to be relatively level with a 12' wide, 3" deep gravel path centrally located. Access will be provided to, from and across the right of way for private landowners, upon initial completion of this project and connection to municipal services is available to private landowners whose property fronts on the right of way. Future access driveways will be established based on development proposals and in compliance with municipal ordinance requirements. No special assessment fees to landowners are proposed for costs associated with the construction of infrastructure proposed in this project. Standard connection fees will be charged based on relevant impact and connection fees for water and sewer.

Steve Kreklow, Village of Germantown Administrator has indicated that the roadway will be finished for public use in conjunction with an approved development plan brought forth to the village and costs negotiated as part of a development agreement. While a railroad crossing permit would enable the Village to connect the new street from Freistadt Road to Holy Hill Road, in the absence of receiving approval, the village is committed to developing the right of way for public access as a cul de sac road. The Village will be applying for the permit after all right of way is acquired.

As a result of the acquisition, the subject parcel is considered to receive a "special benefit" in the form of additional road frontage and municipal water and sewer services, enabling the property's highest and best use to transition from uses permitted in the current agricultural district, to those uses referenced in the Village Comprehensive Plan for the Freistadt District as industrial or commercial use. Given the uncertain timing of the right of way being improved with a public roadway, at this time, special benefits are not weighed against the compensation that has been estimated in this analysis.

Valuation of the Property - After the Taking

LAND VALUE - After the taking:

The taking will acquire 5.686 acres in fee leaving a remainder of 34.314 acres.
Remaining lands will be valued after the taking using the \$32,250/ac value
determined before the taking.

land value/unit	x unit (remainder)	= value of remainder
\$ 32,250/ac	34.314 ac	\$1,106,626

Market Value After the Taking
\$1,106,600, rounded

ITEMIZATION OF LOSS AND DAMAGES

The following table reflects a summary of loss and damages.

Item	Calculation	Damage
Fee Taking	5.686 ac x \$32,250/ac x 100%	\$183,373
Rounding		\$27
Loss and Damage Total		\$183,400

RECONCILIATION OF THE APPROACHES TO VALUE

Before the Taking	Indicated Value	x Weight	Contribution to Market Value
Sales Comparison Approach	\$1,290,000	100%	\$1,290,000
Cost Approach	\$0	0%	\$0
Income Approach	\$0	0%	\$0
Concluding Value		100%	\$1,290,000

After the Taking	Indicated Value	x Weight	Contribution to Market Value
Sales Comparison Approach	\$1,106,600	100%	\$1,106,600
Cost Approach	\$0	0%	\$0
Income Approach	\$0	0%	\$0
Concluding Value		100%	\$1,106,600

Total Loss and Damages	
Before the Taking	\$1,290,000
After the Taking	\$1,106,600
Total Loss and Damage	\$183,400

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and legal instructions, and are my personal, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interests in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my compensation for the appraisal is not contingent on the analyses, opinions, or conclusions reached or reported.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report and the property owner or his/her designated representative was given the opportunity to accompany me on the inspection.
- no one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, I have completed the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.

Signed:  Date: **JUNE 4TH, 2024**
Art Sullivan, MAI, SR/WA, RW-AC

Arthur J. Sullivan

Work Experience

Realtor, Home Realty	Lincoln, Nebraska	1992-1995
Managing Owner-Hickory Springs Farm	Omro, Wisconsin	1995-2004
Appraiser, Appraisal Group One	Oshkosh, Wisconsin	2004-2008
Broker/Owner, Realty Group One	Oshkosh, Wisconsin	2006-present
President, Appraisal Specialists of WI	Oshkosh, Wisconsin	2008-present

My work in appraisal has included: single family residential, multi-family residential, income producing properties, special use properties, tax assessment, stigmatized properties, agricultural properties, condemnation appraisal and complex litigation assignments.

Academics

M.S. Education, Counseling - University of Wisconsin, Oshkosh, Wisconsin.

B.S. Psychology - University of Wisconsin, Oshkosh, Wisconsin.

Licenses/Certifications/Organizations

Certified General Appraiser - State of Wisconsin. (License #1446-010)

Licensed Real Estate Broker - State of Wisconsin. (License #53564 - 090)

MAI., Appraisal Institute (AI), Designated Member

SR/WA & R/W - AC., International Right-of-Way Association (I.R.W.A.)

Realtor Member. Realtor Association of Northeast Wisconsin (RANW.)

Member. Wisconsin Realtors Association (WRA)

Member. National Association of Realtors (NAR)

Past Board of Directors - Wisconsin Chapter Appraisal Institute

Appraisal/Real Estate Courses

Condemnation Symposium, Marquette University Law and Appraisal Institute, (attendee and speaker multiple years)

Principals of Residential Real Estate Appraisal, NAIFA, St. Louis, MO

Market Data Analysis of Residential Real Estate Appraising, NAIFA, St. Louis, MO

Introduction to Income Property Appraising, NAIFA, Willowbrook, IL

National USPAP Course and Updates

Legal Aspects of Easements, I.R.W.A., Indianapolis, IN

Eminent Domain Law Basics for the Right-of-Way Professional, I.R.W.A., Indianapolis, IN

The Appraisal of Partial Acquisition, I.R.W.A., Tampa, FL

Business Relocation, I.R.W.A., Houston TX

Principles of Real Estate Negotiation, IRWA, LaCrosse, WI

Easement Valuation, IRWA, Neenah, WI

The Valuation of Environmentally Contaminated Real Estate, IRWA, Milwaukee, WI

Property Description, IRWA, Pewaukee

Land Titles, IRWA

Bargaining Negotiations, IRWA

Advanced Income Capitalization, Appraisal Institute, Atlanta, GA

Highest and Best Use, Market Analysis, Appraisal Institute, St. Paul, MN

Advanced Applications, Appraisal Institute, Milwaukee, WI

Report Writing and Analysis, Appraisal Institute, Milwaukee, WI

Advanced Sales Comparison and Cost Approach, Appraisal Institute, St. Paul, MN

Uniform Appraisal Standards for Federal Land Acquisitions, Appraisal Institute, Chicago, IL

Engineering Plan Development and Application, IRWA, Appleton, WI

Environmental Due Diligence and Liability, IRWA

Right of Way Acquisition for Electrical Transmission Projects, IRWA

Problems in Partial Acquisition Valuations, IRWA

Rural Valuation Basics, Appraisal Institute, Milwaukee, WI

Appraising Condos, Co-ops, and PUDs, Appraisal Institute

Eminent Domain and Condemnation, Appraisal Institute

Appraiser's Guide to Expert Witnessing, Appraisal Institute

Review Theory - General, Appraisal Institute

Business Ethics and Practices, Appraisal Institute

Appraising Conservation Easements, Gathering Waters Conservancy

Appraising Convenience Stores, Appraisal Institute

Evaluating Market Conditions, Wisconsin Realtor Association



Valbridge
PROPERTY ADVISORS

Appraisal Report

Parcels 5 & 6 of Germantown/Richfield Street and Utility Project
N120 W20860 Freistadt Road
Germantown, Washington County, Wisconsin 53022

Report Date: October 7, 2024



FOR:

VMC/BCG (Legends) LLC
c/o Mr. Dan Scardino
19000 W. Bluemound Road
Brookfield, Wisconsin 53045

Valbridge Property Advisors | Milwaukee

12660 W. North Avenue
Brookfield, WI 53005
262-782-7798 phone

valbridge.com

Valbridge File Number:
WI01-24-0311



12660 W. North Avenue
Brookfield, WI 53005
262-782-7798 phone
valbridge.com

October 7, 2024

VMC/BCG (Legends) LLC
c/o Mr. Dan Scardino
19000 W. Bluemound Road
Brookfield, Wisconsin 53045

RE: Appraisal Report
Parcels 5 & 6 of Germantown/Richfield Street and Utility Project
N120 W20860 Freistadt Road
Germantown, Washington County, Wisconsin 53022

Dear Mr. Scardino:

In accordance with your request, an appraisal of the above referenced property was performed. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to the value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property is comprised of two parcels that are located on the north side of Freistadt Road, with one parcel previously containing improvements that were assigned the address of N120 W20860 Freistadt Road. The parcels are located in the Village of Germantown, Washington County, Wisconsin and are further identified as tax parcels GTNV_184992 and GTNV_184989. The two parcels total 40.000 acres and are contiguous vacant land.

This Before and After Appraisal Report considers the Germantown/Richfield Street & Utility Project, which will allow for the future extension of utilities through Germantown to serve areas in Richfield. The project will not involve a permanent limited easement (PLE) or temporary limited easement (TLE) of subject land, but will include a full fee acquisition of 5.686 acres (247,678 square feet). The after value recognizes that the acquisition is to acquire the needed land, so that it can be held for the future placement of utilities (municipal water and sewer). Given the uncertain timing of the utility construction, the after valuation scenario does not assume that utilities were in place immediately following the taking.

In the After valuation scenario the subject be bisected, with approximately 10.114 acres to the north of the taking and approximately 24.200 acres to the south; however an easement will be granted to the subject property owner so that full access to the northern site will be available. Furthermore, the southern portion of the remainder of the subject property (the subject in the after valuation scenario) will have a more challenging limited parcel configuration (width). Given this, the future development of the subject will now effectively be forced to wait for the Village of Richfield to complete the

construction of their utility project and the Village of Germantown to construct the road in the acquired right-of-way. The development of the subject before the Village of Richfield completes their utility project will not be physically possible and financially feasible given the attributes of the subject in the after scenario.

The analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and the requirements of our client. This report has also been written in accordance with Wisconsin Statutes, specifically Chapter 32.

The purpose of the appraisal is to develop an opinion of the market value for the property, considering both a before and after the taking analysis in regard to proposed 5.686 acre fee taking. The client in this assignment is VMC/BCG (Legends) LLC and the intended user of this report is VMC/BCG (Legends) LLC and no others. The intended use is to assist the property owner with determining the appropriate compensation due to the owner for the acquisition in accordance with the provisions of the Wisconsin State Statutes. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None.

Hypothetical Conditions:

- The before valuation assumes that the proposed project has not been proposed. The after valuation scenario assumes the project has been completed.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Summary of Before and After Values & Total Compensation

Before Value

Land	\$1,340,000
<u>Improvements</u>	<u>\$0</u>
Total Before Value	\$1,340,000

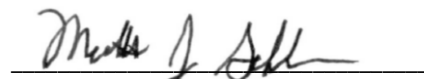
Acquisition Allocation

Fee Taking - Land	\$190,478
Fee Taking - Improvements	\$0
PLE Taking	\$0
<u>Severance Damages</u>	<u>\$160,933</u>
Total Acquisition	\$351,410

After Value **\$988,590**

Total Acquisition (Fee Taking & Severance Damages)	\$351,410
PLE Compensation (No PLE taking)	\$0
TLE Compensation (No TLE)	\$0
<u>Rounding</u>	<u>\$90</u>
Total Compensation (Damages)	\$351,500

Respectfully submitted,
 Valbridge Property Advisors | Milwaukee



Matthew J. Gehrke, MAI
 Director
 Wisconsin License #1234-10
 License Expires 12-14-2025
 mgehrke@valbridge.com

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Summary of Salient Facts

Property Identification

Property Name	Parcels 5 & 6 of Germantown/Richfield Street and Utility Project
Property Address	N120 W20860 Freistadt Road Germantown, Washington County, Wisconsin 53022
Latitude & Longitude	43.239411, -88.168694
Census Tract	6931.02
Tax Parcel Numbers	GTNV_184992 and GTNV_184989
Property Owners	VMC BGC (Legends) LLC

Site

Zoning	Agricultural District (A-1) with a Highway Interchange Area (HIA) District Overlay
FEMA Flood Map No.	55131C0356F
Flood Zone	X & A
Gross Land Area - Before	40.000 acres
Gross Land Area - After	34.314 acres

Valuation Opinions

Highest & Best Use - As Vacant	Industrial development
Reasonable Exposure Time	12 months
Reasonable Marketing Time	12 months

Summary of Before and After Values & Total Compensation

Before Value

Land	\$1,340,000
<u>Improvements</u>	<u>\$0</u>
Total Before Value	\$1,340,000

Acquisition Allocation

Fee Taking - Land	\$190,478
Fee Taking - Improvements	\$0
PLE Taking	\$0
<u>Severance Damages</u>	<u>\$160,933</u>
Total Acquisition	\$351,410

After Value	\$988,590
--------------------	------------------

Total Acquisition (Fee Taking & Severance Damages)	\$351,410
PLE Compensation (No PLE taking)	\$0
TLE Compensation (No TLE)	\$0
<u>Rounding</u>	<u>\$90</u>
Total Compensation (Damages)	\$351,500

Aerial and Front Views

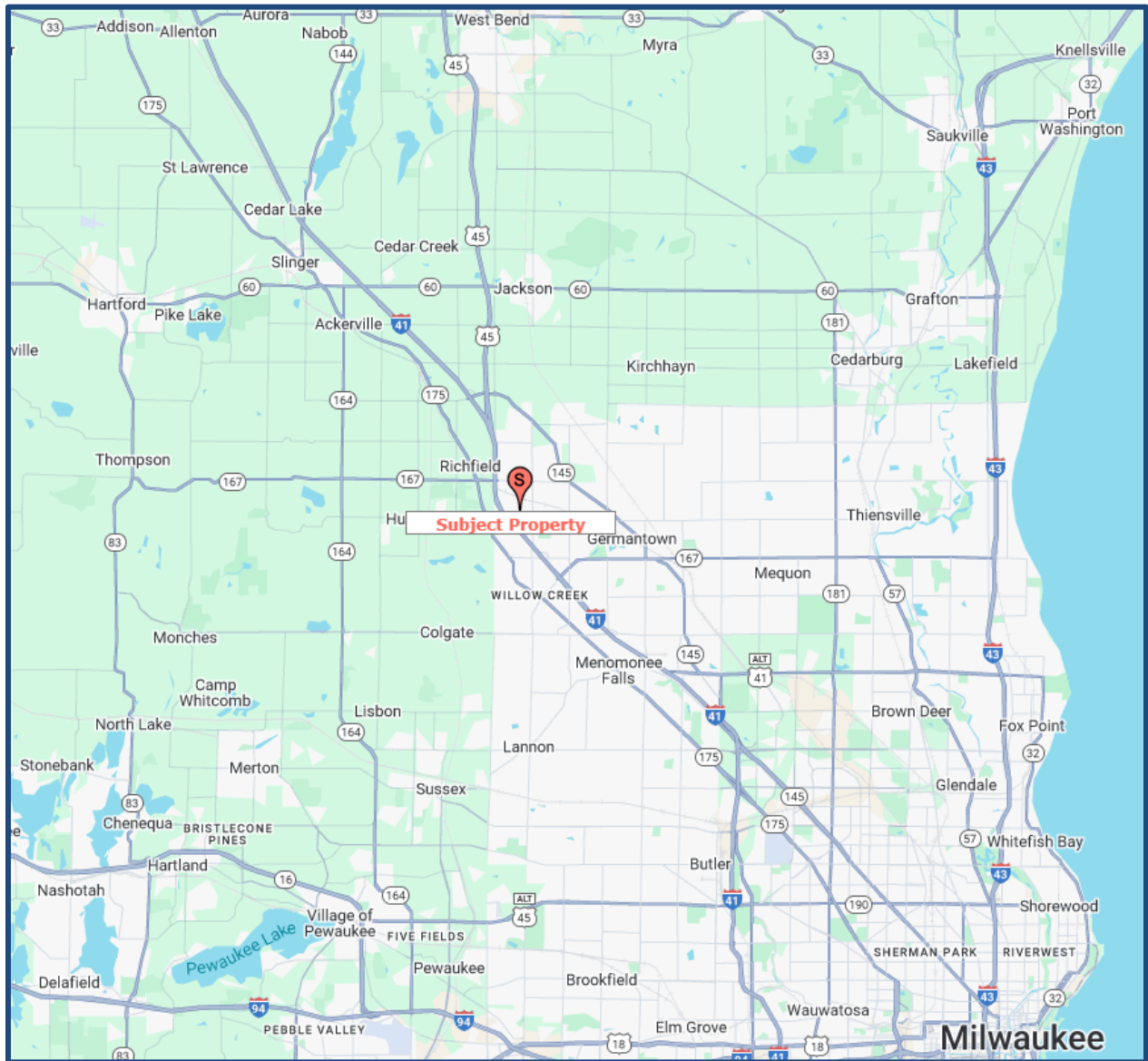
AERIAL VIEW



FRONT VIEW



Location Map



Introduction

Client and Intended Users of the Appraisal

The client and intended user in this assignment is VMC/BCG (Legends) LLC. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

- i. The borrower(s) on any loans or financing relating to or secured by the subject property,
- ii. Any guarantor(s) of such loans or financing; or
- iii. Principals, shareholders, investors, members or partners in such borrower(s) or guarantors.

Intended Use of the Appraisal

The intended use of this report is to assist the property owner with determining the appropriate compensation due to the owner for the acquisition in accordance with the provisions of the Wisconsin State Statutes..

Real Estate Identification

The subject property is located at N120 W20860 Freistadt Road, Germantown, Washington County, Wisconsin 53022. The subject property is further identified by the tax parcel numbers GTNV_184992 and GTNV_184989.

Legal Description

The following are the basic legal descriptions for the two subject parcels, before the proposed acquisition, as obtained from online public records.

GNTV_184992 (southern parcel): E1/2 OF SW Section 18, T9N, R20E.

GNTV_184989 (northern parcel): E1/2 OF NW Section 18, T9N, R20E.

A legal description of the land to be taken is included in the section of the report that details the acquisition.

Use of Real Estate as of the Effective Date of Value

As of the current date of value, the subject was vacant land.

Use of Real Estate as Reflected in this Appraisal

The current opinion of value for the subject property reflects use as mostly tillable farmland that has development potential.

Ownership of the Property

According to Washington County online public records, title to the subject property is vested in VMC BGC (Legends) LLC.

History of the Property

Ownership of the subject property has changed within the past three years.

According to the warranty deed with the conveyance date of November 13, 2023, which has the county document number of 1587800, the subject property sold from Elfi Mauch to VMC/BCG (Legends) LLC at a total purchase price of \$1,200,000.

Dan Scardino, the President of Point Real Estate, the sellers agent in the transaction, stated that the \$1,200,000 sale was an arm's length transaction. Furthermore, the Village of Richfield appraisal quotes Mr. Scardino as stating that the "sale price was not impacted by the announcement of the project, which had occurred in July of 2023."

At the time of sale, the subject contained building improvements that had a negative contributing value. Mr. Scardino reported that following the sale approximately \$75,000 was spent on removing the improvements.

Type and Definition of Value

The definition of market value is taken from the State of Wisconsin Real Estate Program Manual, which references Section 32.09, Wisconsin Statutes: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Opinions of value for the subject property were developed under the following valuation scenarios:

Valuation Scenario	Effective Date of Value
Before & After Market Value of the Fee Simple Interest	September 11, 2024

Date of Report

The date of this report is October 7, 2024.

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

- None.

Hypothetical Conditions

- The before valuation assumes that the proposed project has not been proposed. The after valuation scenario assumes the project has been completed.

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via public records and acquisition details provided from the Village of Richfield and/or their representatives.
- Economic Characteristics - Economic characteristics of the subject property were identified via a comparison to properties with similar locational and physical characteristics
- Physical Characteristics - The subject property physical characteristics were identified via site inspections, survey maps, GIS documents and other available information.

Extent to Which the Property Was Inspected

An appraisal inspection of the subject property was completed on September 11, 2024 by Matthew J. Gehrke, MAI. The subject property contact was invited to take part in the inspection, but declined. The subject was viewed from Freistadt Road. The subject was also viewed by walking north-south along the center of most of the subject property.

Type and Extent of Data Researched

The following data was researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. Professionals familiar with the subject market/property type were also interviewed.

Type and Extent of Analysis Applied (Valuation Methodology)

Surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations were observed in the process of concluding a highest and best use for the subject property. The subject property was then valued based on the highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the

impact of material differences in both economic and physical elements between the subject and the comparables.

- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. The availability of data and applicability of each approach to value within the context of the characteristics of the subject property, along with the needs and requirements of the client, were assessed. Based on this assessment, the sales comparison approach was developed.

Appraisal Conformity and Report Type

The analyses, opinions, and conclusions were developed and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and the requirements of our client. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Construction Project

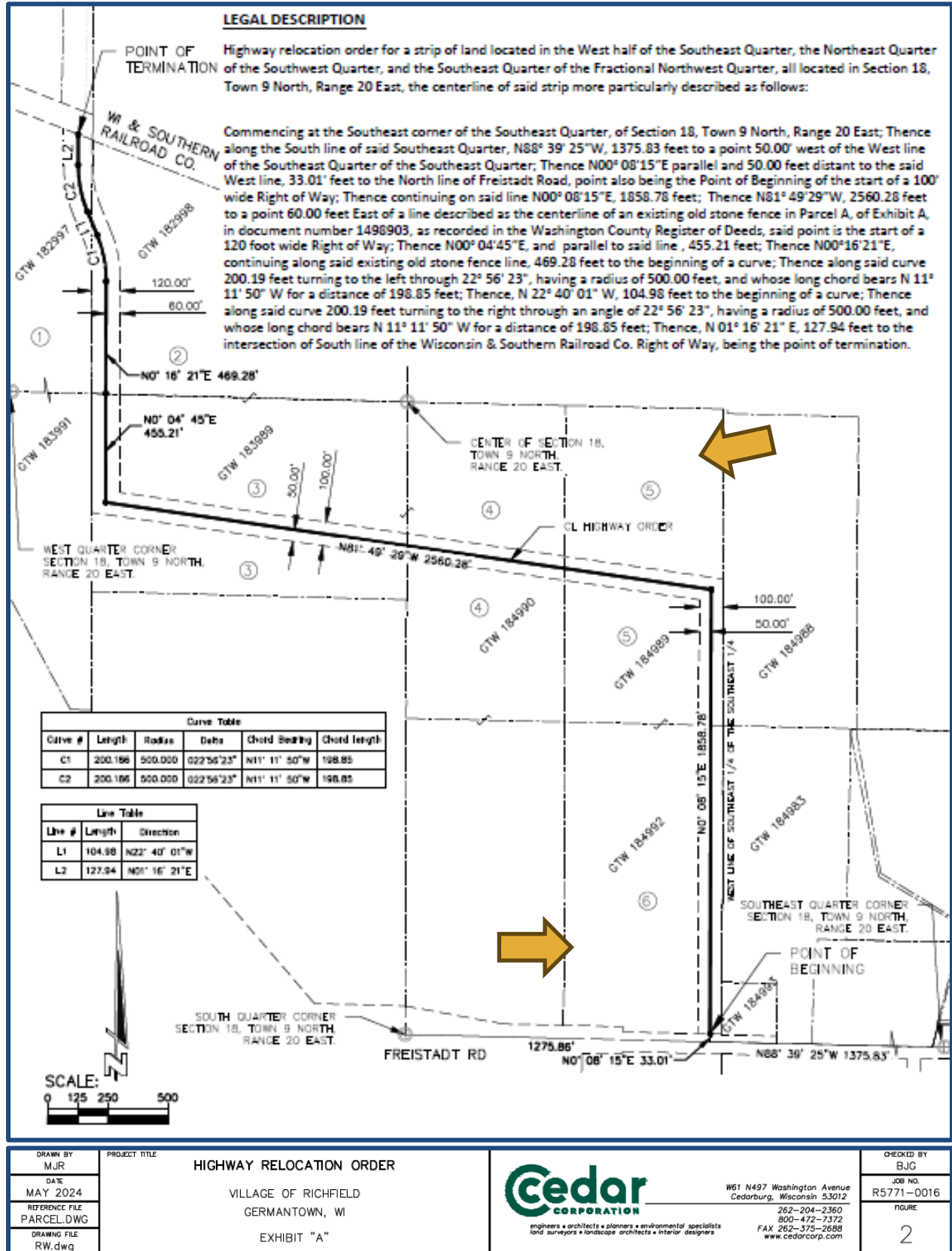
The Village of Richfield, indirectly from other parties, provided the following “General Description of the Project.”

Through an Intergovernmental Agreement, the Village of Germantown has agreed to provide municipal water and sewer serves to areas in the Village of Richfield. More specifically and as a result of this project, municipal water and sewer services from the Village of Germantown will be extended from the intersection of Goldendale and Freistadt Roads in a westerly direction along Freistadt Road approximately ¼ mile and then north to northwesterly, bisecting several properties as shown on the Project Plat (see following page). The area traversed by this project is identified as the “Freistadt District” in the Germantown Comprehensive Plan.

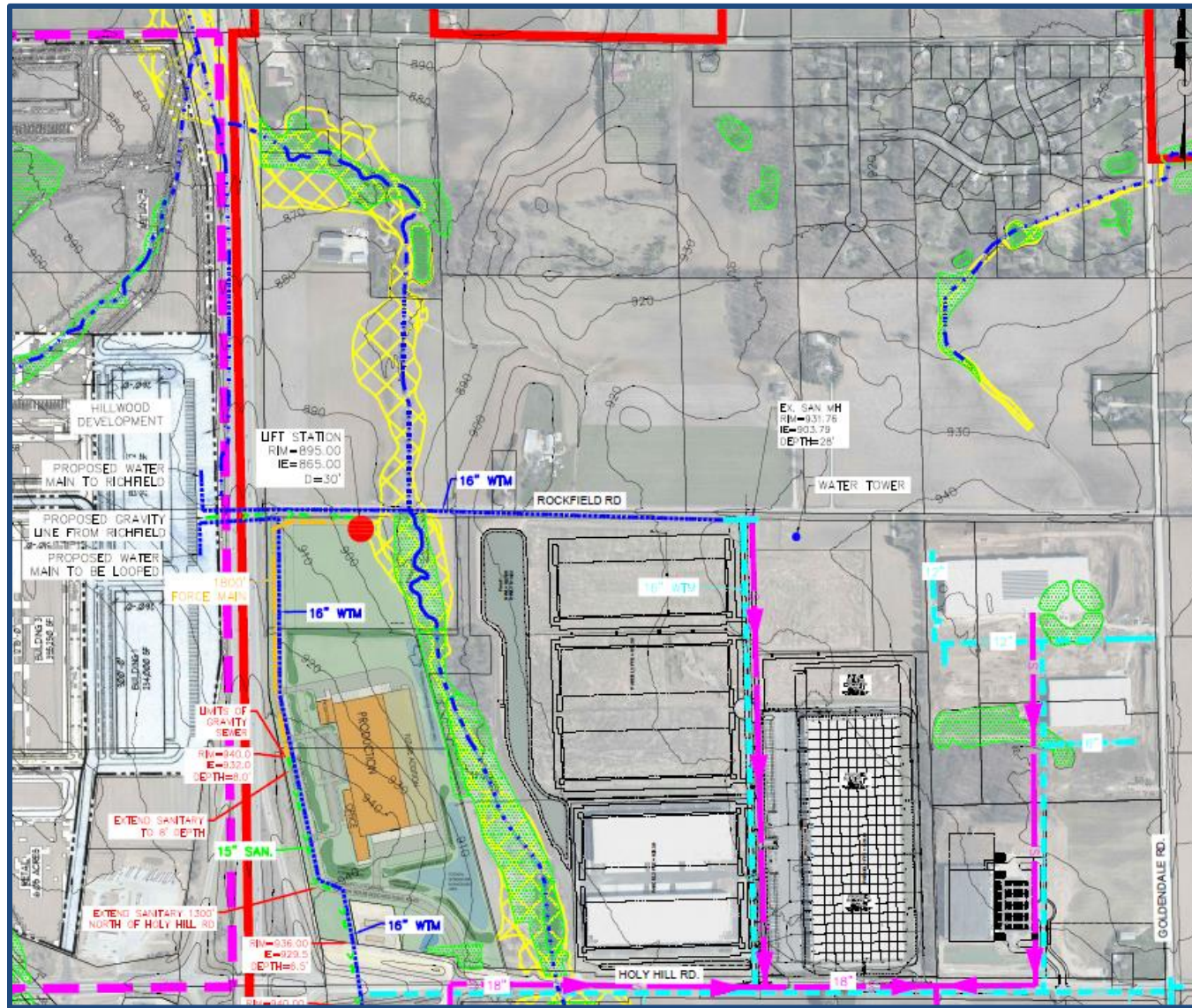
Steve Kreklow, Village of Germantown Administrator, has indicated that in addition to the ¼ mile extension along Freistadt Road for the Richfield project, the Village of Germantown will be continue the installation of water and sewer the remaining length of Freistadt Road toward the I-41 corridor. To the north of this project area on Freistadt Road, water service connection will be extended from the intersection of Rockfield Road and Gateway Crossing in the Germantown Gateway Corporate Park westerly.

As part of this intergovernmental agreement, the Village of Richfield will acquire all necessary right of way and pay construction costs associated with the extension of Germantown municipal services. Right of way acquired and municipal serves extended through private lands will be available for future connection and access to those private lands they pass through. While the cost to develop and construction water and sewer will be paid by the Village of Richfield, a connection fee based on the relevant development needs will be assessed upon connection by the Village of Germantown. It is additionally noted that development and construction costs associated with extending municipal services the remaining distance on Freistadt Road to the I-41 corridor will be paid by the Village of Germantown and available to landowners who front Freistadt Road in this area.

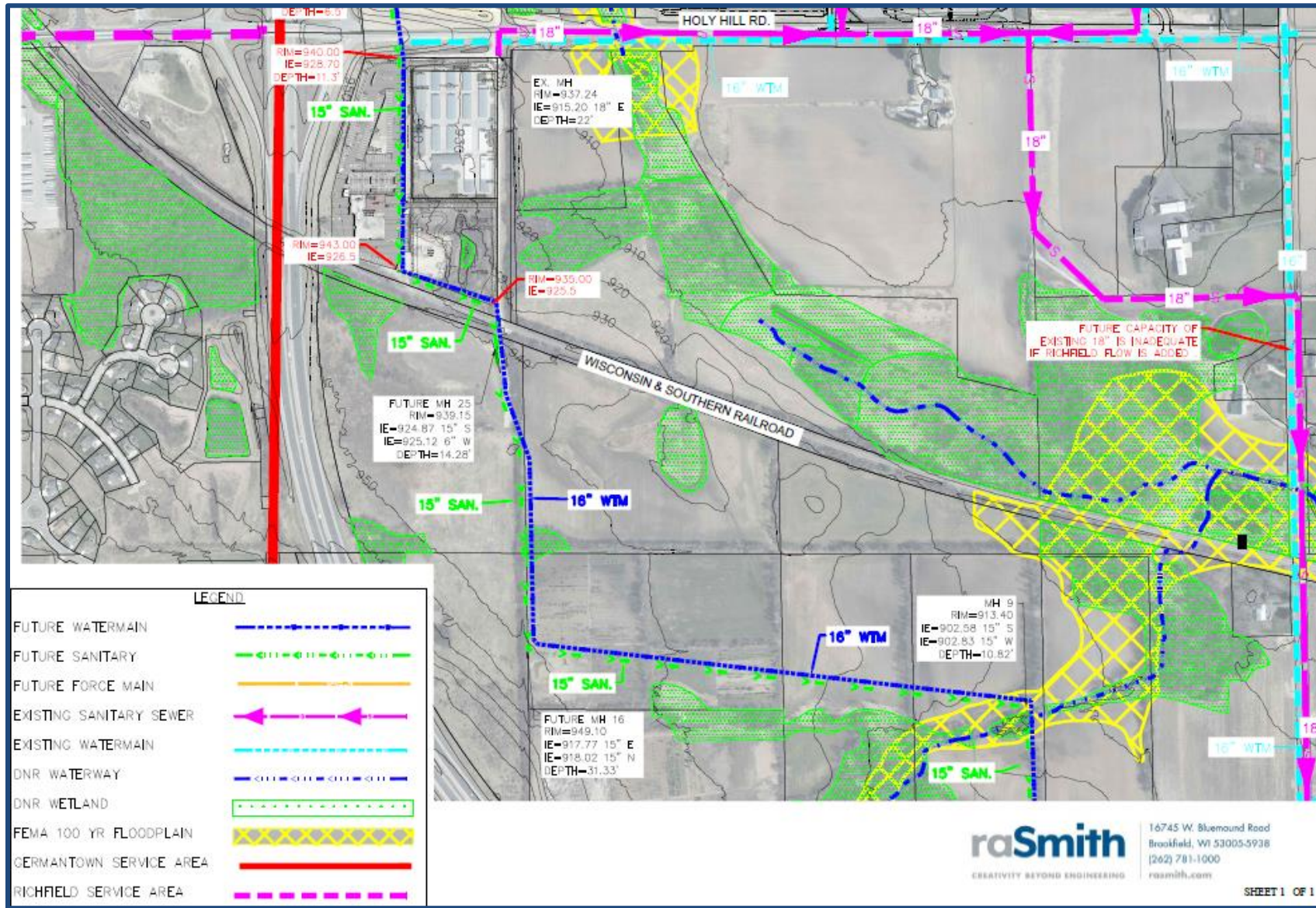
Acquisitions for this projection are a combination of easement and fee taking. In addition to the installation of water and sewer services, areas acquired in fee will be initially improved with a 12’ wide gravel roadway for municipal service vehicles. Further improvement of the acquired right of way to a public roadway is anticipated with an approved development proposal. While the Village of Germantown will be applying for a railroad corridor crossing permit following the acquisition of all right of way, should that permit be denied, the Village remains committed to developing a cul de sac roadway into the acquired lands with a development proposal.



SERVICE AREA MAPPING (NORTHERN SECTION)



SERVICE AREA MAPPING (SOUTHERN SECTION)



Further Definition of the Project

In the appraisal completed for the Village of Richfield, the project was **incorrectly** defined to include an after scenario where the municipal utilities are installed and a 12' wide, 3" deep gravel path is in place. This is further detailed as follows (as taken from the appraisal completed for the Village of Richfield). Valbridge bolded the one sentence as it is a key assumption within this appraisal.

The initial finished grade of the acquired right of way (after installation of municipal utilizes, but prior to a public road being constructed) is understood to be relatively level with a 12' wide, 3" deep gravel path centrally located. Access will be provide to, from and across the right of way for private landowners, upon initial completion of this project and connection to municipal services is available to private landowners whose property fronts on the right of way. Future access driveways will be established based on development proposals and in compliance with municipal ordinance requires. **No special assessment fees to landowners are proposed for costs associated with the construction of infrastructure proposed in this project.** Standard connection fees will be charged based on relevant impact and connection fees for water and sewer.

Steve Kreklow, Village of Germantown Administrator has indicated that the roadway will be finished for public use in conjunction with an approved development plan brought forth to the village and costs negotiated as part of a development agreement. While a railroad crossing permit would enable the Village to connect the new street from Freistadt Road to Holy Hill Road, in the absence of receiving approval, the village is committed to developing the right of way for public access as a cul de sac road. The Village will be applying for the permit after all right of way is acquired.

Germantown Village Administrator Steve Kreklow provided the following clarification to Valbridge Property Advisors regarding the future road that will very likely be constructed through the portion of the subject property that is acquired.

The Village is committed to the construction of roads in the right of way being acquired as part of the Richfield sewer/water project. However, I cannot definitively say how the construction of the roads will be funded. Typically the allocation of costs for new road construction is negotiated with developers during the project approval process. The allocation can range from 100% developer funded to 100% Village funded, depending on the type of development, economic conditions, site conditions and other factors. This is a bit of a unique situation in that the Village will already own the right of way and sewer and water lines will already be installed, but we would still probably ask the developer to construct the roads.

Benefits

We must address any benefits to the remainder of the property (or remnant) that result from the taking and/or the associated project. Benefits resulting from a project may be classified as either Special or General Benefits. The primary difference is that Special Benefits are benefits that impact the subject property uniquely, while General Benefits impact multiple properties or the surrounding community. For compensation purposes, Special Benefits may be used to offset other damages to a property resulting from a taking. Per Wisconsin State Statute (Section. 32.09(6)), General Benefits may not be used to offset damages resulting from a taking.

SPECIAL BENEFITS

Special Benefits are defined in The Dictionary of Real Estate Appraisal, Fifth Edition (Appraisal Institute, 2010) as:

The benefits that arise from the peculiar relation of the land in question to the public improvement, usually resulting from a change in its highest and best use.

In the before and after taking, the subject property is owned by the same entity. Before the taking the subject is a contiguous parcel. After the taking the subject is bisected, but has full access. However, the subject is bisected by a 100 foot wide land area that is not improved by a public road, but is instead planned to be improved with a public road at some unknown time.

Also in the before and after taking, the subject property will have the same zoning and future land use destination.

In the before acquisition state, the subject property supports an agricultural use with future speculative development potential. In the after acquisition state, the subject property will still be vacant agricultural land.

In the appraisal completed for the Village of Richfield, the project was **incorrectly** defined to include an after scenario where the municipal utilities are installed and a 12' wide, 3" deep gravel path is in place. This is further detailed as follows (as taken from the appraisal completed for the Village of Richfield).

As a result of the acquisition, the subject parcel is considered to receive a "special benefit" in the form of additional road frontage and municipal water and sewer services, enabling the property's highest and best use to transition from uses permitted in the current agriculture district, to those uses referenced in the Village Comprehensive Plan for the Freistadt District as industrial or commercial use. Given the uncertain timing of the right of way being improved with a public roadway, at this time, special benefits are not weighted against the compensation that has been estimated in this analysis.

It is Valbridge's opinion that the taking does not result in any Special Benefits to the subject property, given that the utilities and road improvements are not a part of the project (only the planning for them is).

GENERAL BENEFITS

General Benefits are defined in The Dictionary of Real Estate Appraisal, Sixth Edition (Appraisal Institute, 2015) as:

- 1 – In eminent domain acquisitions, the benefits that accrue to the community at large, to the area adjacent to the improvement, or to other property situated near a taken property.
- 2 – Benefits that arise from the fulfillment of the public object that justified an acquisition.

According to Real Estate Valuation in Litigation, Second Edition (Appraisal Institute, 1995), General Benefits are further defined as:

Those that accrue to an entire neighborhood or community and have a beneficial effect on the value of properties not subject to a taking or damage as well as the properties that have been taken or damaged.

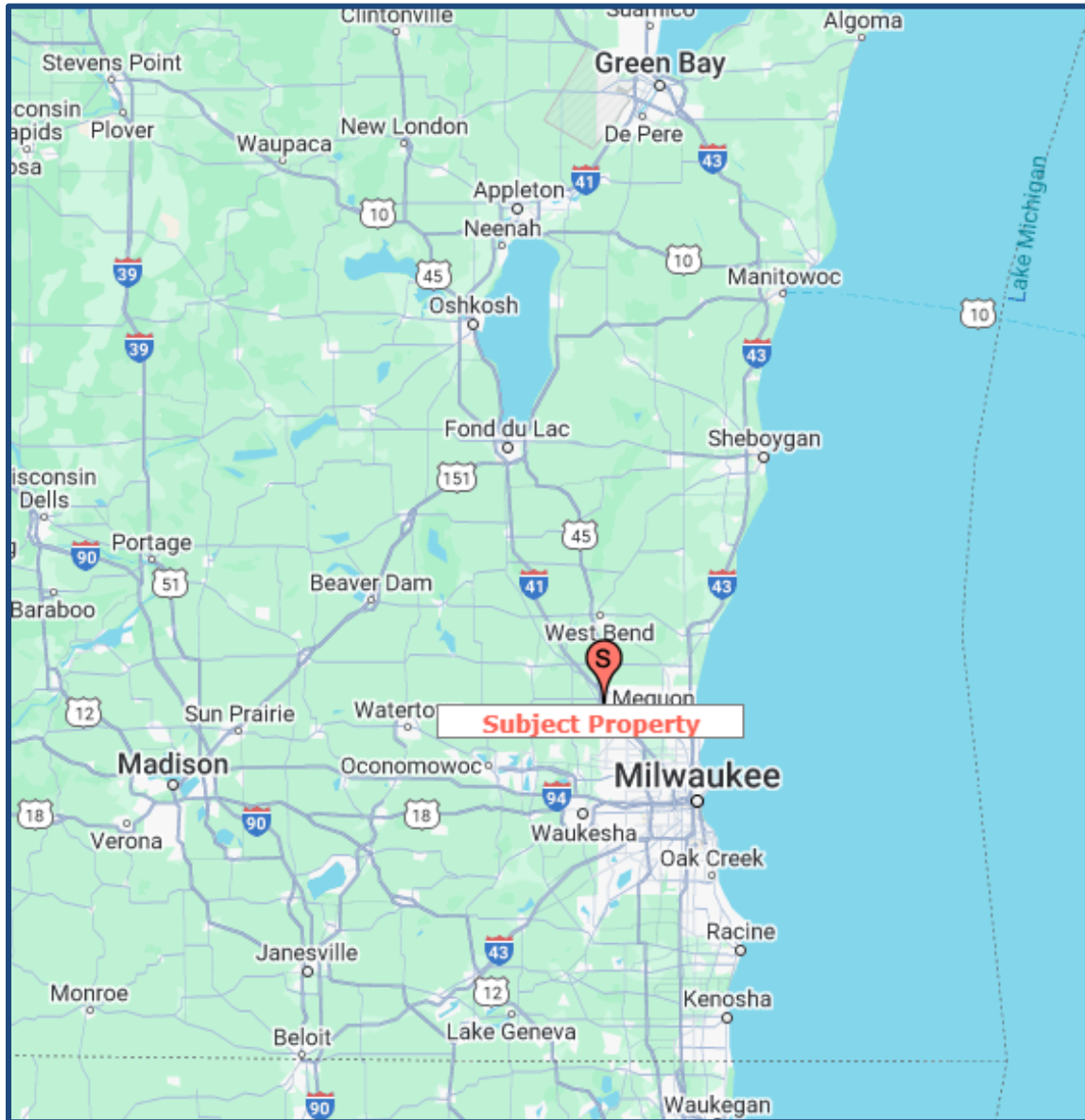
It is our opinion that the project results in General Benefits to the community at large.

Summary of Valbridge Conclusion Regarding Project and Benefits

Based on discussions/communications with the Village of Richfield Administrator and the Village of Richfield Attorney, the timing of the project is uncertain and the after scenario does not assume that the utilities are installed and a temporary road is in place. These improvements are anticipated to occur, but the timing is uncertain. The after scenario is more accurately defined to include Germantown owning a 100 foot wide stretch of land that is planned for the future placement of utilities and a future road; but does not assume that the utilities (or even a temporary road) are in place in the after scenario (only that they are planned for). While a typical acquisition and project would include the assumed construction of the improvements for the after valuation scenario (as they are most often set to occur very shortly after the acquisition), the Village of Richfield is being clear that there is not currently an end-user in place for the utility project and as such they will not commence the project until there is.

Regional and Market Area Analysis

REGIONAL MAP



Overview

The subject is located in Germantown, in Washington County. It is part of the Milwaukee-Waukesha MSA.

The Milwaukee metropolitan area is located in the southeastern section of the State of Wisconsin on the western shore of Lake Michigan approximately 90 miles north of Chicago. The metropolitan area covers about 1,460 square miles. It is the nation's 39th largest metropolitan statistical area (MSA) with an estimated population of about 1.57 million. The Milwaukee metropolitan area comprises the counties of Milwaukee, Waukesha, Washington, and Ozaukee.

Population

Population characteristics relative to the subject property are presented in the following table.

Population

Area	Census Population (2020)	Current Population (2024)	Compound Annual Δ 2020 - 2024	Projected Population (2029)	Compound Annual Δ 2024 - 2029
United States	331,449,520	335,707,897	0.32%	343,238,675	0.44%
Wisconsin	5,893,718	5,945,274	0.22%	5,984,097	0.13%
Milwaukee-Waukesha, WI (MSA)	1,574,731	1,571,006	-0.06%	1,575,894	0.06%
Washington County	136,761	138,806	0.37%	139,965	0.17%
Germantown village	20,917	21,317	0.48%	21,379	0.06%

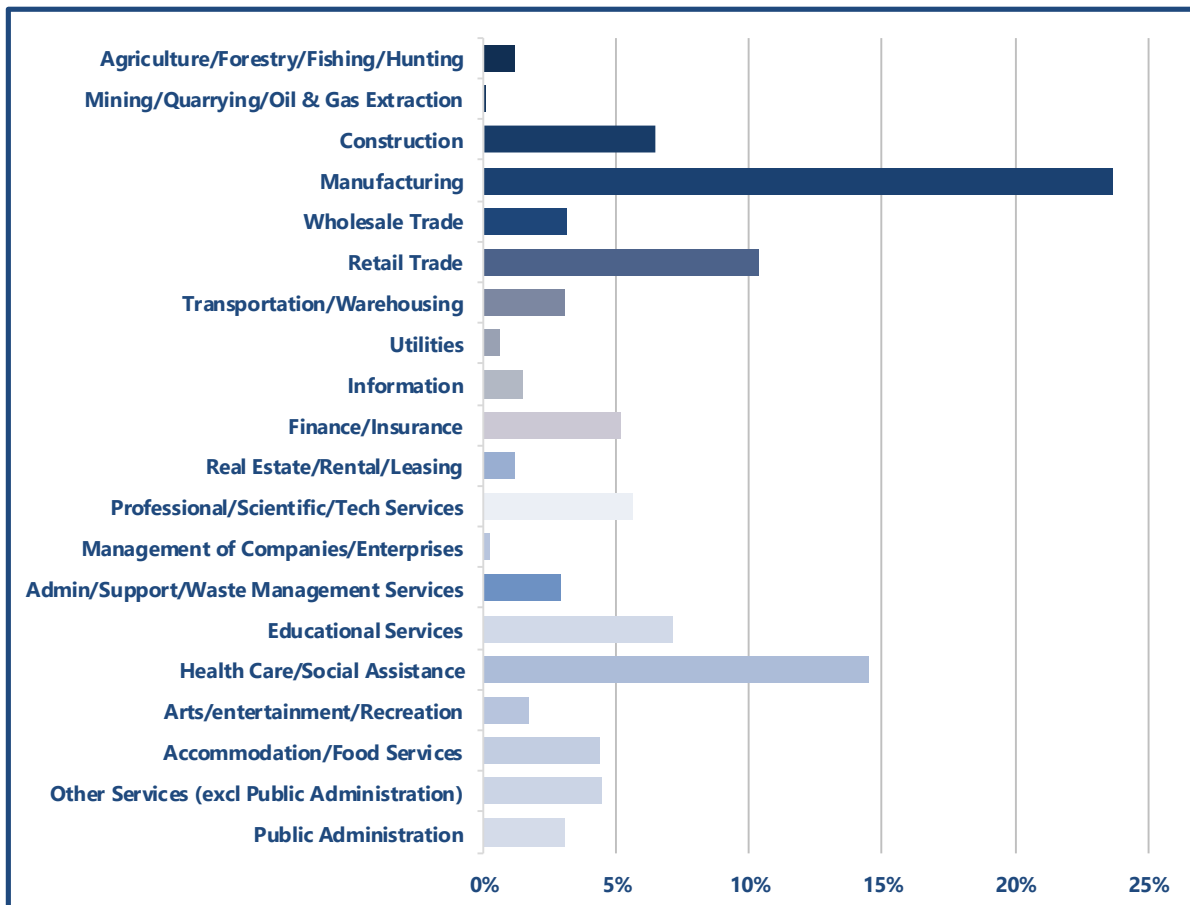
Source: ESRI (ArcGIS)

Transportation

Major transportation routes that serve the MSA include Interstates 41, 43, 45 and 94.

Employment

Employment by industry for Washington County is presented in the following chart:



Employment by Industry for Washington County - Source: ESRI (ArcGIS)

Unemployment

The following table exhibits current and past unemployment rates as obtained from the Bureau of Labor Statistics.

Unemployment Rates

Area	YE 2019	YE 2020	YE 2021	YE 2022	YE 2023	2024 ¹
United States	3.7%	8.1%	5.3%	3.6%	3.6%	4.4%
Wisconsin	3.2%	6.4%	3.9%	2.9%	3.0%	2.7%
Milwaukee-Waukesha-West Allis, WI (MSA)	3.4%	7.3%	4.5%	3.1%	3.3%	3.7%
Washington County, WI	2.7%	5.7%	3.1%	2.4%	2.6%	2.8%

Source: www.bls.gov

data not seasonally adjusted; ¹August - most recent for US, others lag by 1-2 mos.)

Median Household Income

Total median household income for the region is presented in the following table.

Income

Area	2024 Median HH Income	2024 Average HH Income	2024 Per Capita Income
United States	\$72,233	\$104,831	\$41,000
Wisconsin	\$75,654	\$101,108	\$42,286
Milwaukee-Waukesha, WI (MSA)	\$75,965	\$106,562	\$44,683
Washington County	\$91,718	\$113,389	\$46,905
Germantown village	\$101,888	\$126,708	\$52,094

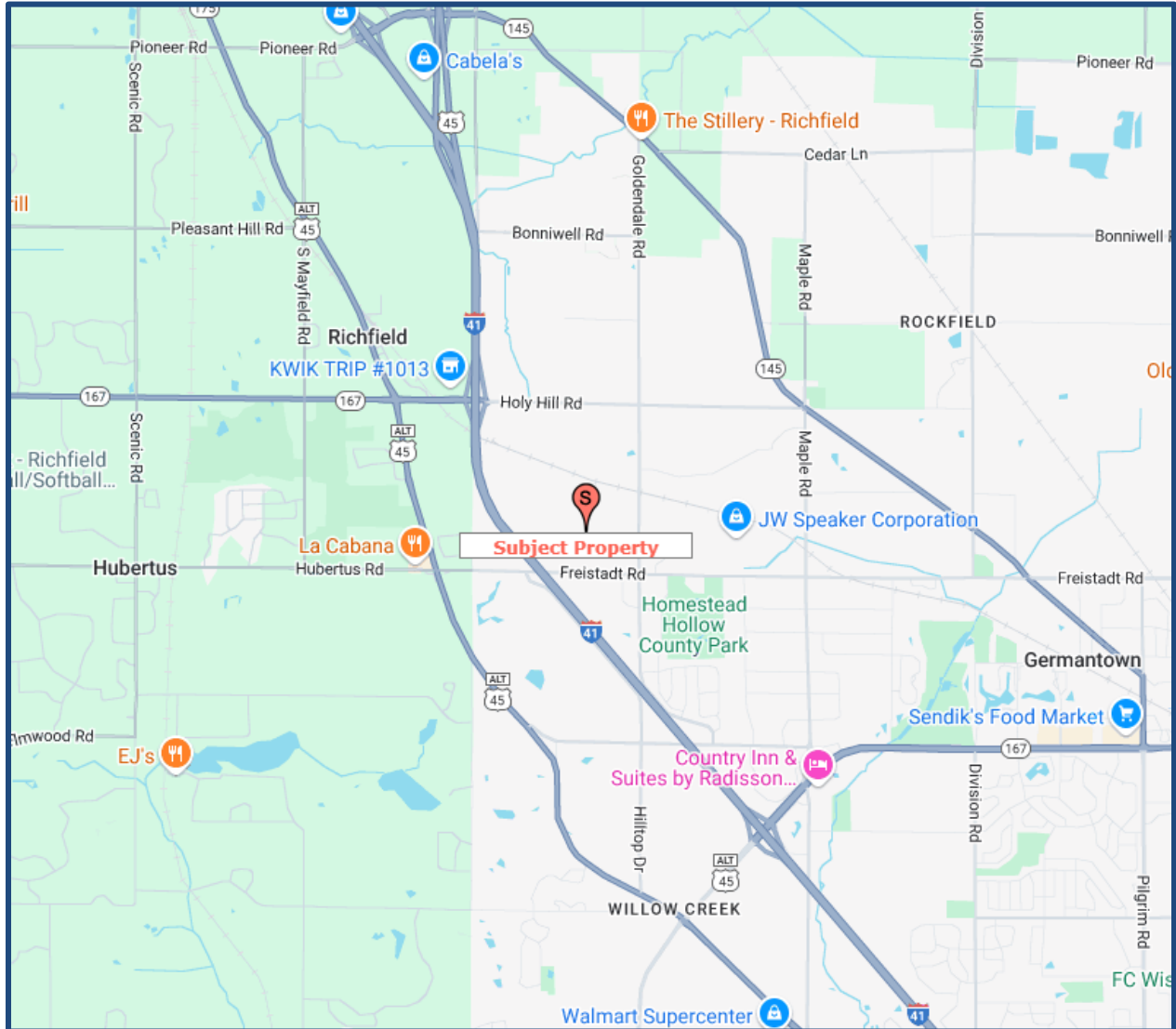
Source: ESRI (ArcGIS)

Conclusions

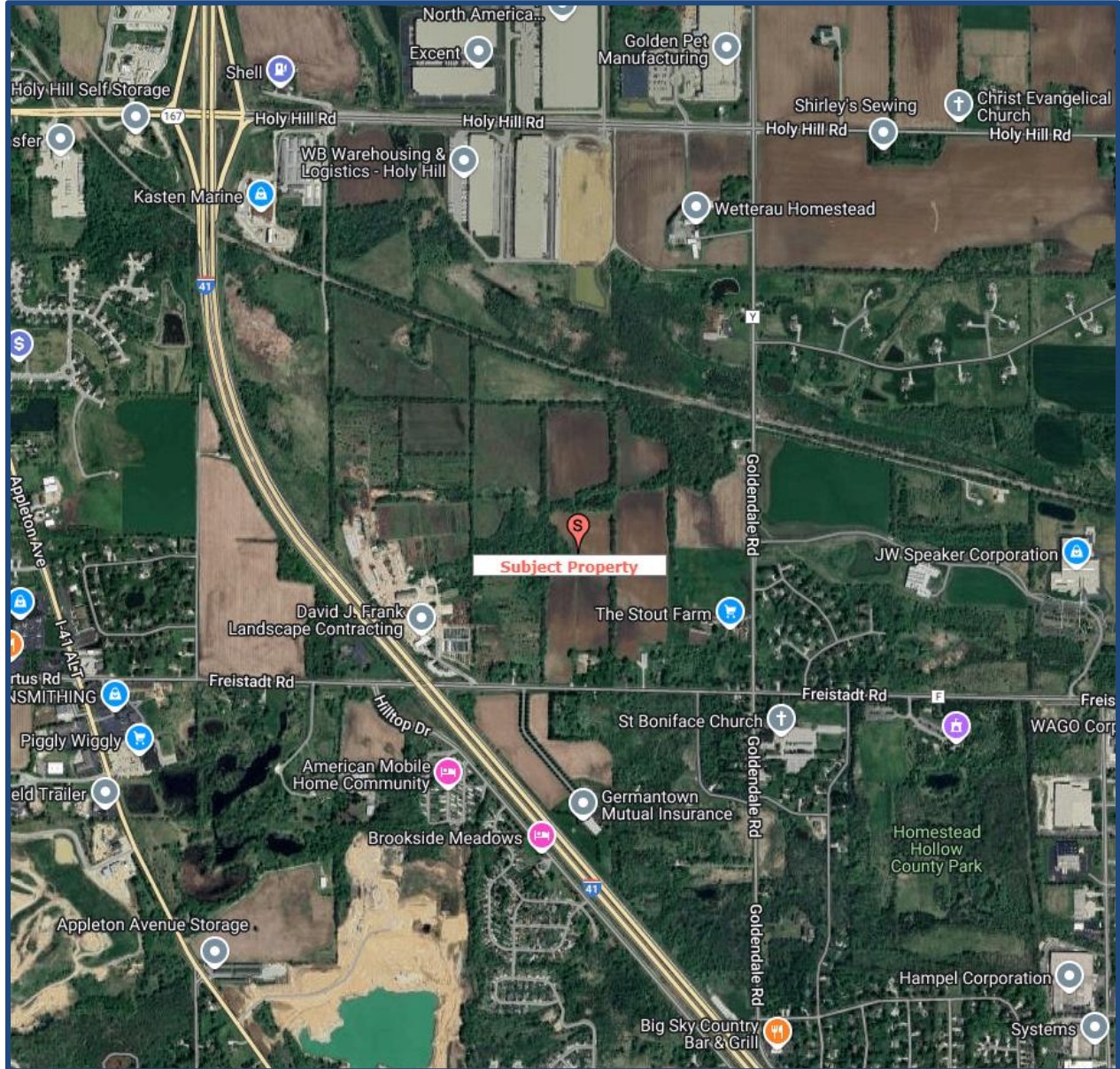
Milwaukee's economic and demographic base has been characteristically stable over the past decade. Over the same period, the Milwaukee metropolitan area has realized increased income, which is slightly lower than state and national averages. Unemployment in Washington County is similar to the state average, which is below the national average. The population of the Milwaukee MSA continues to grow modestly. The majority of metropolitan area growth has occurred in the surrounding counties like Ozaukee and Waukesha Counties. However, there has also been significant in-fill development in areas within Milwaukee County like the areas along the interstate highway system.

Village and Neighborhood Analysis

NEIGHBORHOOD MAP – MORE EXTENDED NEIGHBORHOOD



NEIGHBORHOOD AERIAL – MORE IMMEDIATE NEIGHBORHOOD



Overview

The subject is located within the southeastern portion of the Village of Germantown in Washington County, Wisconsin. Germantown is located in far southern Washington County, immediately north of Waukesha County and the Village of Menomonee Falls. The southern most portion of the subject abuts County Line Road, which service as the county and municipal line between Washington and Waukesha Counties and Germantown and Menomonee Falls. The City of Mequon and Ozaukee County are located to the east of Germantown.

Village of Germantown

The Village of Germantown is a suburban community located in southeastern Wisconsin in Washington County. The Wisconsin Demographic Services Center estimated the Village of Germantown to have a 2023 population of 20,953.

The Village of Germantown is 34.45 square miles and is located in the southeastern portion of Washington County. There is good access to the area with multiple highways running through the village. These highways include Interstate Highways 41 and 45 and State Highways 145, 167, 175. The northern portion of the village is mostly rural and residential while the very center of the village is where most of the commercial areas are located. However, the southern portion along County Line Road has a high concentration of big box retail, including Fleet Farm, Stein's, Menards and Walmart. The Village of Germantown provides public sewer and water utility services to the area. Electric power and natural gas are also available through We Energies. The rate of growth of industrial development in the village has greatly increased in recent years.

The Village of Germantown is governed by a Village Board which consists of a president and eight trustees, two from each district. The Germantown School District serves the Village of Germantown and is made up of four elementary schools, one middle school and one high school. In addition, the Village of Germantown has its own Fire and Police Departments.

Neighborhood Location and Boundaries

The neighborhood along Holy Hill Road between Interstate 41 and Goldendale Road, has seen a great deal of industrial development during the past few years. While the subject is located more than a two mile drive from the Holy Hill Road/I-43 interchange, the subject is located far closer "as the crow flies." This industrial development is of high quality and has had a portative influence on the subject's neighborhood, specifically for land values of developable land.

Demographics

The following table depicts the area demographics in and near Germantown within a one, three and five mile radius from the subject.

Neighborhood Demographics

Radius (Miles)	1 Mile	3 Mile	5 Mile
Trade Area (Sq. Mi.)	3.14	28.27	78.54
Trade Density (Pop/Sq. Mi.)	524	379	500
Population			
Census Population (2010)	1,431	9,382	36,652
Census Population (2020)	1,620	10,620	38,965
Current Population (2024)	1,645	10,701	39,231
Projected Population (2029)	1,635	10,698	39,266
<u>Compound Annual Growth</u>			
2010 - 2020	1.2%	1.2%	0.6%
2020 - 2024	0.4%	0.2%	0.2%
2024 - 2029	-0.1%	0.0%	0.0%
Households			
Census Households (2010)	555	3,967	14,471
Census Households (2020)	624	4,515	15,881
Current Households (2024)	627	4,608	16,191
Projected Households (2029)	631	4,682	16,500
<u>Compound Annual Growth</u>			
2010 - 2020	1.2%	1.3%	0.9%
2020 - 2024	0.1%	0.5%	0.5%
2024 - 2029	0.1%	0.3%	0.4%
Average Household Size (2024)	2.60	2.31	2.41

Source: ESRI (ArcGIS)

(Lat: 43.239411, Lon: -88.168694)

Neighborhood Demographics (cont.)

Radius (Miles)	1 Mile	3 Mile	5 Mile
Trade Area (Sq. Mi.)	3.14	28.27	78.54
Trade Density (Pop/Sq. Mi.)	524	379	500
2024 Housing Units			
Median Home Value	\$415,000	\$391,021	\$377,764
Median Year Built	1988	1984	1982
Total Housing Units	655	4,817	16,813
Owner-Occupied Housing %	86.9%	75.4%	74.9%
Renter-Occupied Housing %	8.9%	20.3%	21.4%
Vacant Housing %	4.3%	4.3%	3.7%
2024 Employment			
Total Establishments	70	742	1,691
Total Employees	1,063	12,334	24,807
Average Commute Time	n/a	n/a	n/a
% College Graduates	47.3%	44.5%	48.1%
2024 Income Summary			
Median Household Income	\$102,784	\$94,063	\$102,990
Average Household Income	\$131,113	\$123,248	\$127,564
Avg Spending/Household	\$37,715	\$35,133	\$36,090
Per Capita Income	\$51,751	\$52,257	\$52,927

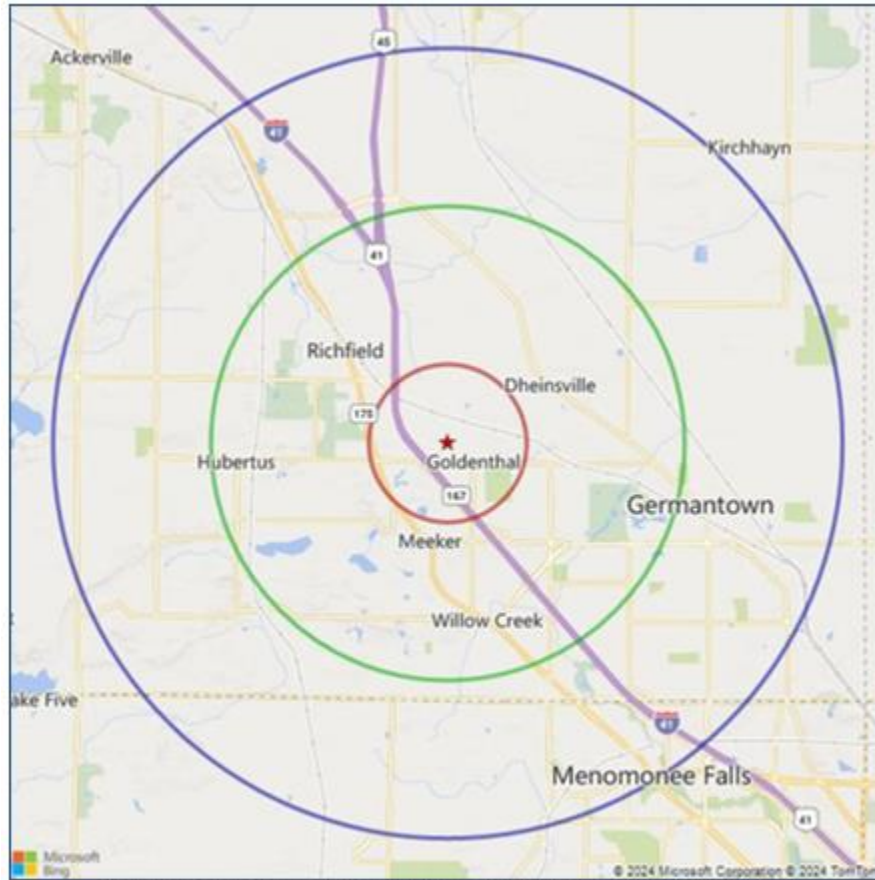
Source: ESRI (ArcGIS)

(Lat: 43.239411, Lon: -88.168694)

The population is 10,701 within a three-mile radius of the subject property with a projected annual growth rate of 0.0%. There were 4,817 housing units within the three-mile radius. Most housing is owner-occupied. Property values in the area were increasing.

The median household income was \$94,063 within a three-mile radius of the subject property. The median household income figures suggest residents were within the middle income brackets.

DEMOGRAPHIC MAP



Source: Bing Maps - approximate 1/2, 1 mile radii from subject at 43.23411, -88.16864
Microsoft product screen shots reprinted with permission from Microsoft Corporation

Analysis and Conclusions

The subject is located within the western portion of the Village of Germantown. The immediate neighborhood is comprised of mostly vacant land, with some scattered residential properties. However, the slightly more extended neighborhood has seen a high level of industrial development in recent years. The neighborhood is considered to be within the growth stage of its lifecycle and the future outlook for the neighborhood is positive.

Site Description

The subject property is comprised of two parcels that are located on the north side of Freistadt Road, with one parcel previously containing improvements that were assigned the address of N120 W20860 Freistadt Road. The parcels are located in the Village of Germantown, Washington County, Wisconsin and are further identified as tax parcels GTNV_184992 and GTNV_184989. The characteristics of the site, **before the acquisition**, are summarized as follows:

Site Characteristics

Gross Land Area:	40.000 acres or 1,742,400 square feet
Usable Land Area:	Portions of the subject are less usable than others. These include wetland and other areas which will be detailed on the maps that follow.
Shape:	Nearly Rectangular
Average Depth:	~2,640 feet (1/2 mile), north-to-south
Average Width:	~660 feet (1/8 mile), east-to-west
Topography:	Varies; a Topographic Map is included on a following page
Drainage:	Adequate, but the subject contains wetlands
Grade:	At/near Freistadt Road
Utilities:	Only basic; municipal water and sewer service are approximately 1,320 feet to the east of the southeast corner of the subject.
Off-Site Improvements:	None
Interior or Corner:	Mid-Block
Signalized Intersection:	No
Excess/Surplus Land:	The subject is vacant land

Street Frontage / Access

Frontage Road	Primary
Street Name:	Freistadt Road
Street Type:	Village Street
Frontage (Linear Ft.):	~660 feet
Number of Access Points:	One
Traffic Count (Cars/Day):	2,800 AADT

Additional Access

Alley Access:	None
Water or Port Access:	None
Rail Access:	None

Flood Zone Data

Flood Map Panel/Number:	55131C0356F
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Flood Map Date:	February 25, 2022
Flood Zone:	X & A; the majority of the subject is located in Zone X, which is an area of minimal flood hazard. However, a portion of the subject is designated as Zone A, which is a special flood hazard area without a base flood elevation.
Portion in Flood Hazard Area:	Approximately 7.90%

Other Site Conditions

Soil Type:	Mostly adequate for development and/or agricultural purposes
Environmental Issues:	None for which Valbridge is aware
Easements/Encroachments:	None for which Valbridge is aware that would adversely affect the subject's market value
Earthquake Zone:	NA
Wetlands Classification:	Portions of the subject have wetland indicators based on available maps. Portions of the subject are also designated as environmental corridors. Finally, portions of the subject are located in a flood plain hazard zone. While much of these areas are overlapping, they are certainly not identical. Each is detailed on maps that are located on the following pages.

Site Ratings

Access:	Average
Visibility:	Average

Zoning Designation

Zoning Jurisdiction:	Village of Germantown
Zoning Classification:	A-1, Agricultural District with a Highway Interchange Area (HIA) District Overlay
Zoning Comments:	The A-1 Agricultural District is intended to provide for the continuation of general farming and related uses in those areas of the Village that are not committed to urban development. It is further the intent of this district to protect rural lands in the Village from urban development until their orderly transition into urban-oriented districts is required.

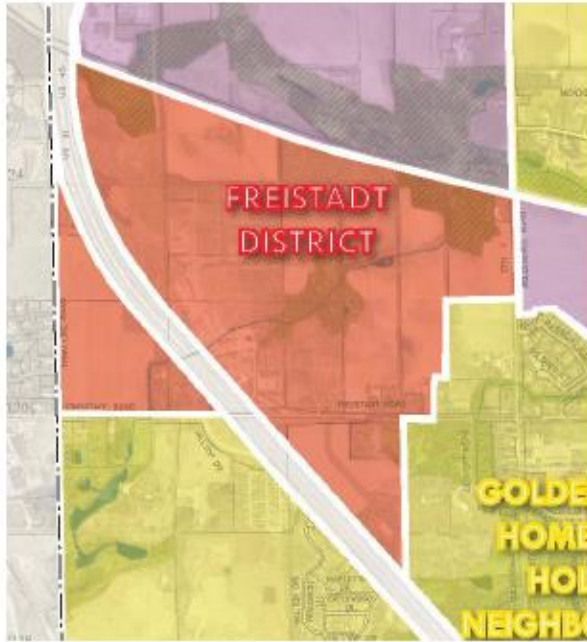
The purpose of the HIA District is to supplement the controls of the underlying zoning districts by providing special regulations as required by the unique characteristics of land development and traffic generation and movement in interchange areas.

The Village of Germantown has the subject designated as "Freistadt District" within their future land use plan. "The Freistadt District is predominantly undeveloped but intended to be a mixed-

industrial district comprised predominantly of light industrial uses, warehouse, corporate office uses, and service commercial uses."

VILLAGE OF GERMANTOWN 2050 COMPREHENSIVE PLAN

Freistadt DISTRICT



SPECIAL FEATURES

Transportation The Freistadt District is bounded by I-41/Town Line Road to the west, the WSOR railroad to the north, Goldendale Road to the east and Freistadt Road to the south (except for the Germantown Mutual Insurance campus immediately south of Freistadt Road). Freistadt Road does not currently have an interchange with I-41.

Environmental, Natural & Agricultural Goldendale Creek bisects the district from west to east as part of an environmental corridor south of the railroad.

Public Park, Education, Safety & Utility A majority of this district is not located within the Sewer Service Area (SSA) however is located within the Potential Sewer Service Area, given the existing water and sewer facilities abutting the district, and, the potential extension of facilities to the Village of Richfield.

GENERAL CHARACTER

The Freistadt District is predominantly undeveloped but intended to be a mixed-industrial district comprised predominantly of light industrial uses, warehouse, corporate office uses, and service-commercial uses. A portion of the district lies within Tax Incremental District (TID) No. 7. The District is almost entirely undeveloped. Existing uses include the D.J. Frank nursery and landscaping services operation and the Germantown Mutual Insurance campus. Existing zoning in the district is predominantly A-1: Agricultural.

PREFERRED FUTURE LAND USE

Freistadt District

Preferred Future Land Uses												Enviro Corr.	SSA	Preferred Site Design			Maximum Density (residential uses)
Existing Uses (+ existing non-conforming zoning) See NOTE 5 for details	Residential: Single Family	Residential: Two to Four Family	Residential: Multi-family / Senior	Mixed-Use: Commercial / Residential	Mixed-Use: Commercial / Industrial	Commercial (includes "Activity Centers")	Institutional	Open Space & Recreational	Mineral Extraction	Industrial	Agricultural / Hobby Farming / Agribusiness	Contains an Environmental Corridor?	Sewered? (Y/N/Partial)	Traditional Neighborhood	Suburban Subdivision	Conservation Subdivision**	Dwelling Units / Acre See NOTE 4 for details
A	A	A	D	D	D	A	A	A	u	D	u	Yes	Yes	-	-	-	SF:2.9 units/ac 2-4F: 6.0 U/ac MF:25 units/ac

The Freistadt District is intended to develop as an industrial, warehousing and mixed-use commercial district with light industrial, warehouse, corporate office and service-related commercial uses. The potential for mixed-use commercial with high-density residential could be appropriate for land adjacent to Freistadt Road and I-41. Single-family development at a density of 2.9 units/acre would also be appropriate.

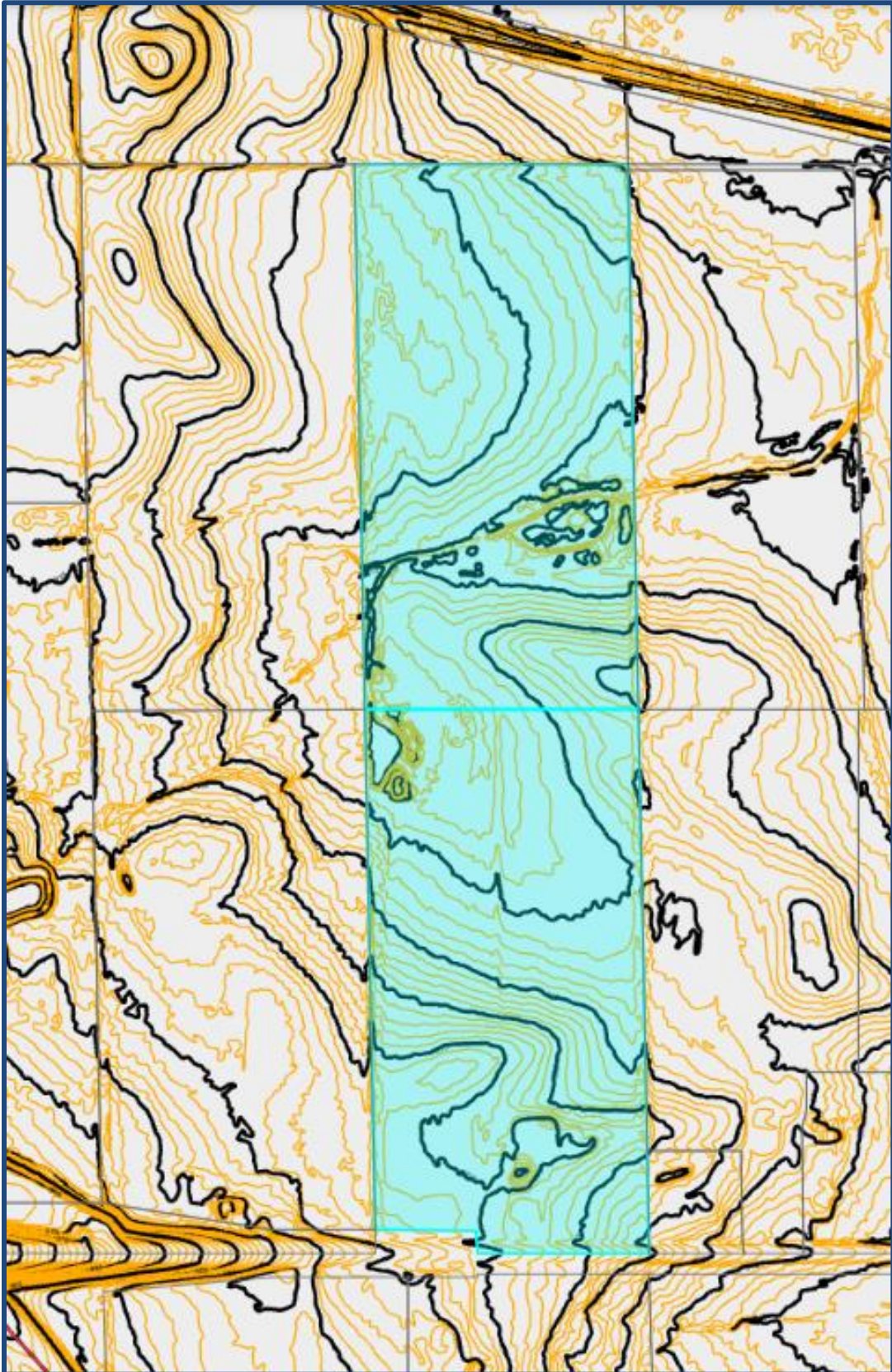
See the Economic Development Section of this Plan for more information on future land uses within the Freistadt District.

D =	Desirable – These uses should be encouraged because they are consistent with, support, and enhance the desired character of the area.
A =	Allowable – These uses are generally considered appropriate for the area, but may require additional consideration and/or specific modification or developed features to be compatible with other uses in the area.
u =	Undesirable – These uses should not be encouraged but may still be acceptable for the area under special circumstances.

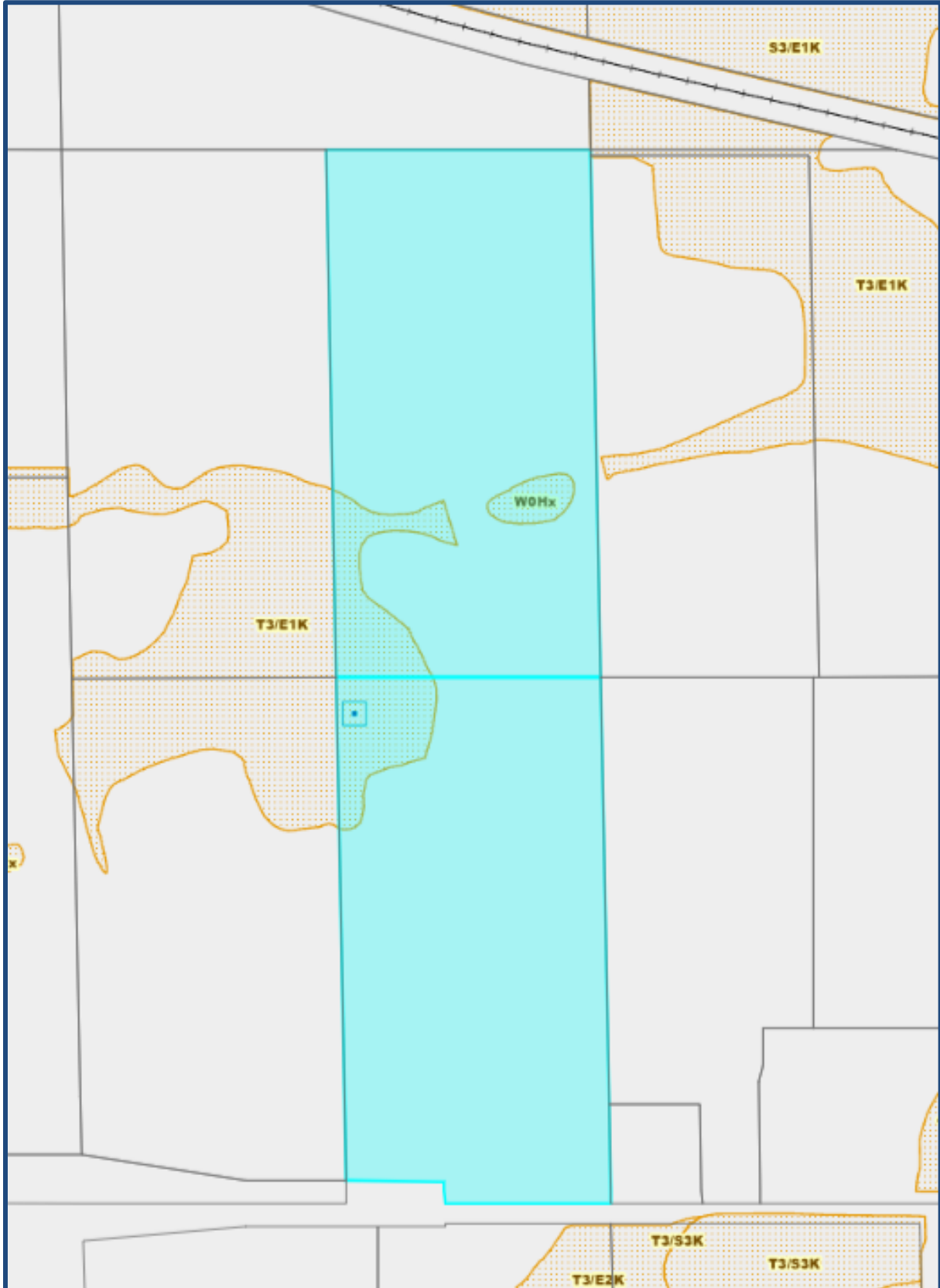
Analysis/Comments on Site

The subject previously contained improvements, but they were removed at a reported total cost of approximately \$75,000. Multiple maps that detail the subject property (while highlighting the before property) are included on the following pages.

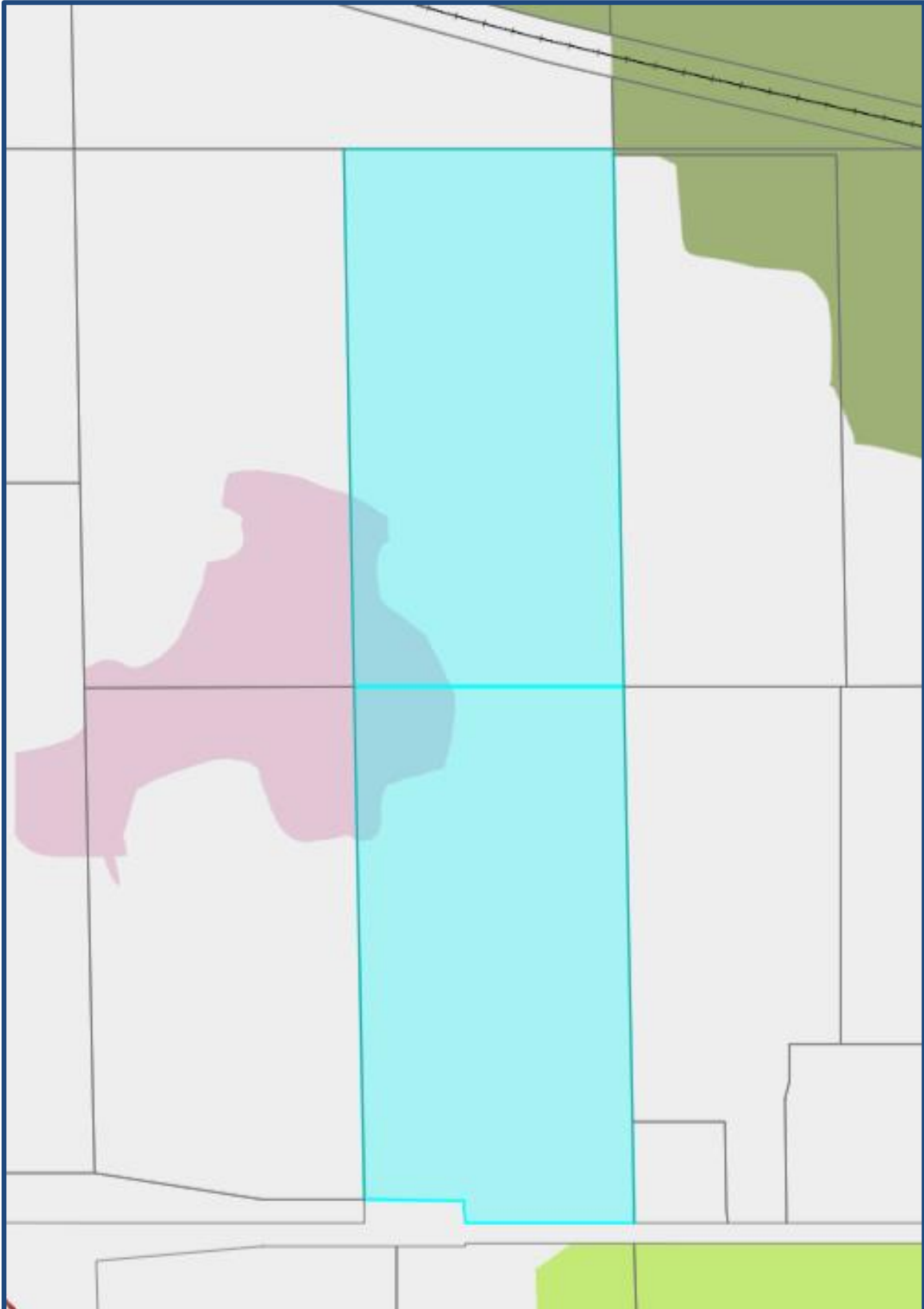
TOPOGRAPHIC MAP



WETLANDS MAP

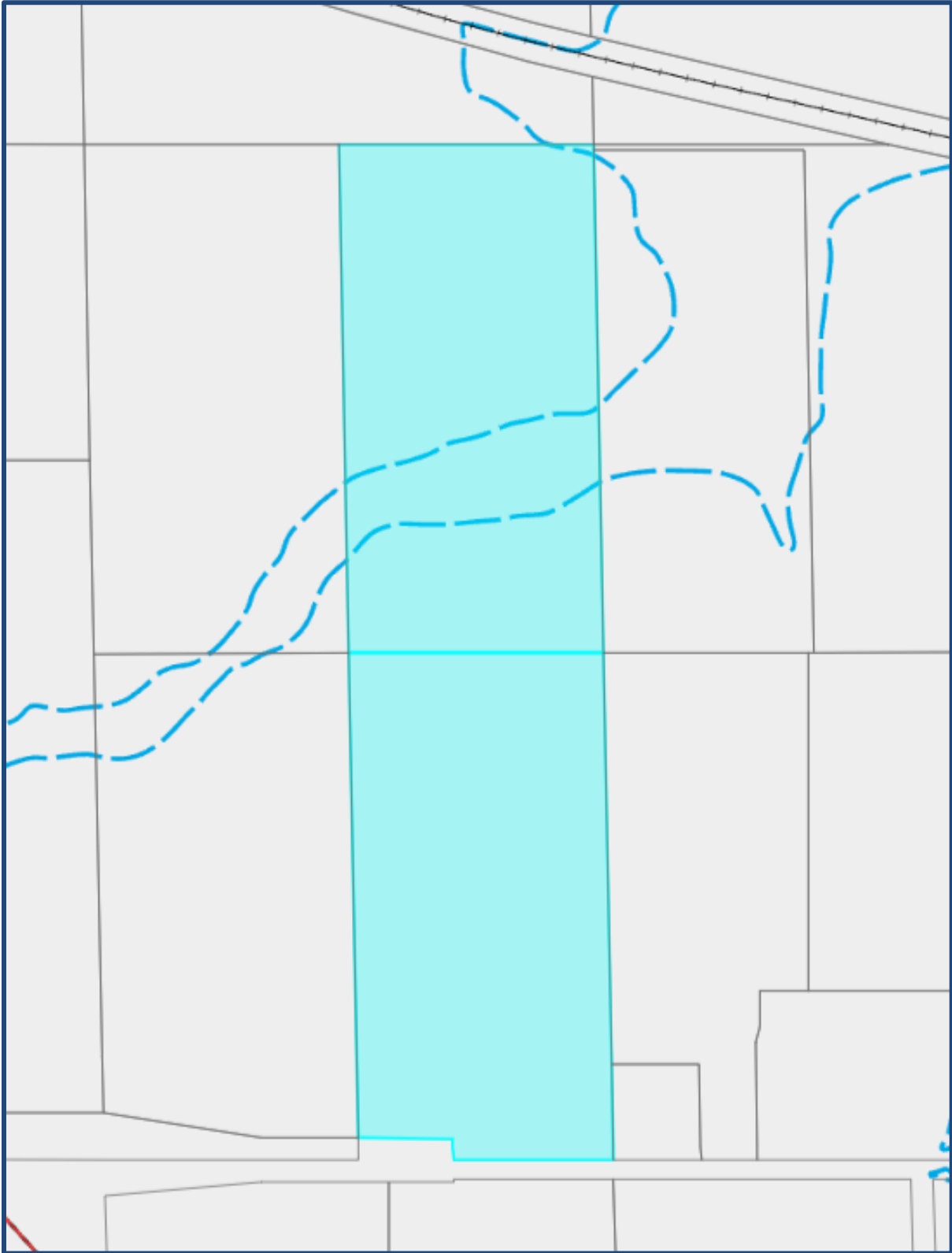


ENVIRONMENTAL CORRIDOR MAP

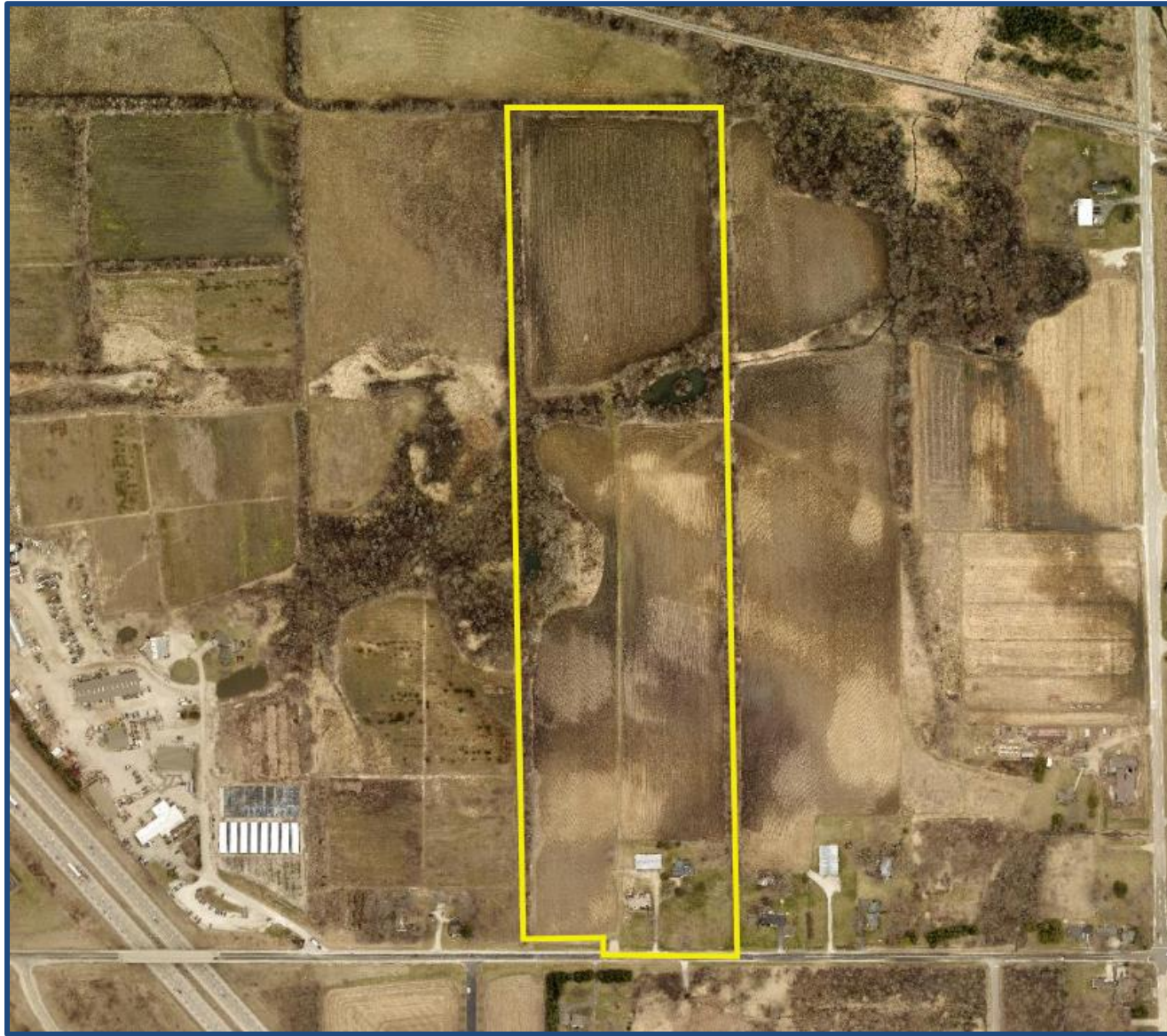


There are only Isolated Natural Resource Areas (INRA) identified as portions of the subject

FLOOD PLAIN MAP – WASHINGTON COUNTY GIS

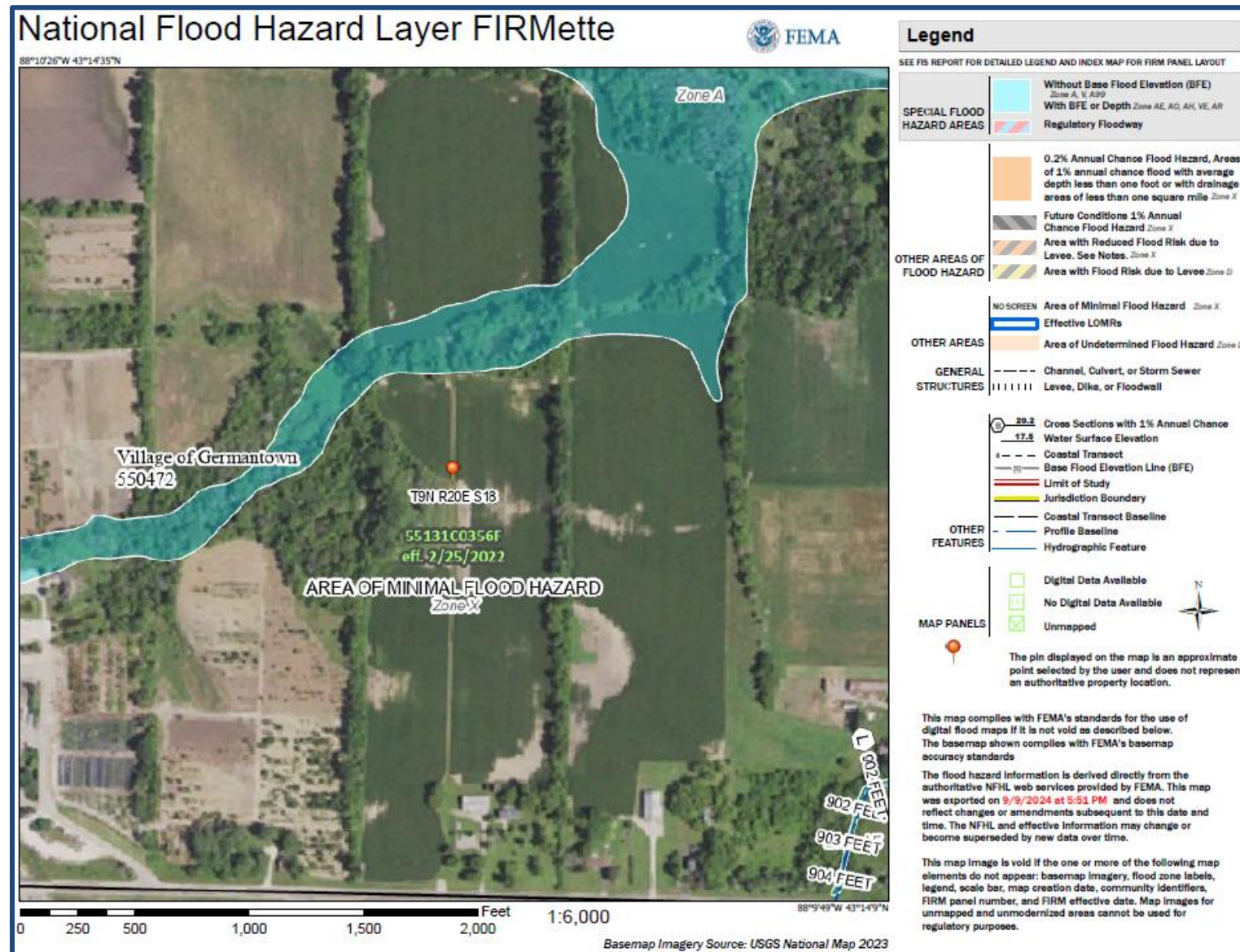


AERIAL PHOTOGRAPH (2022)

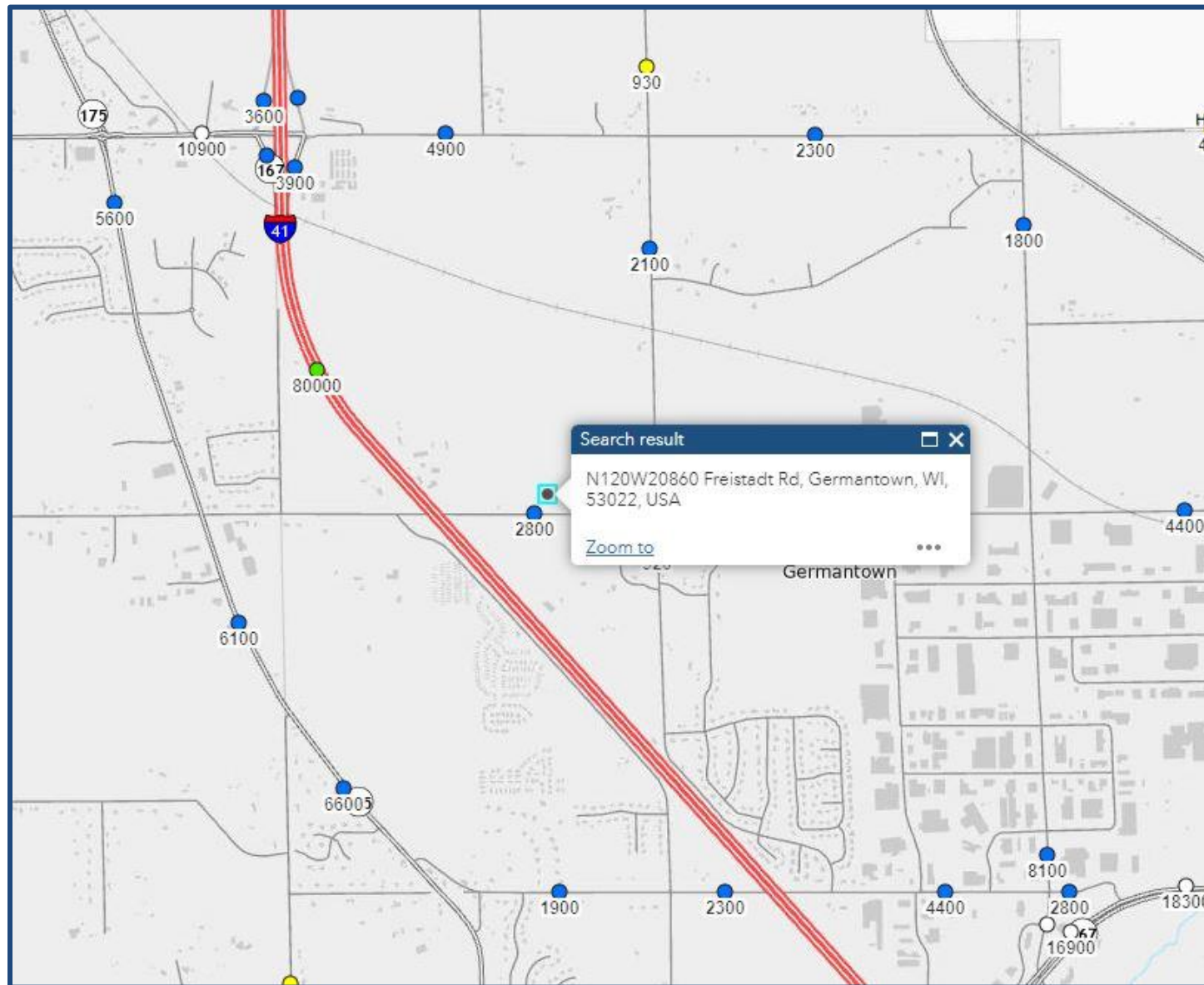


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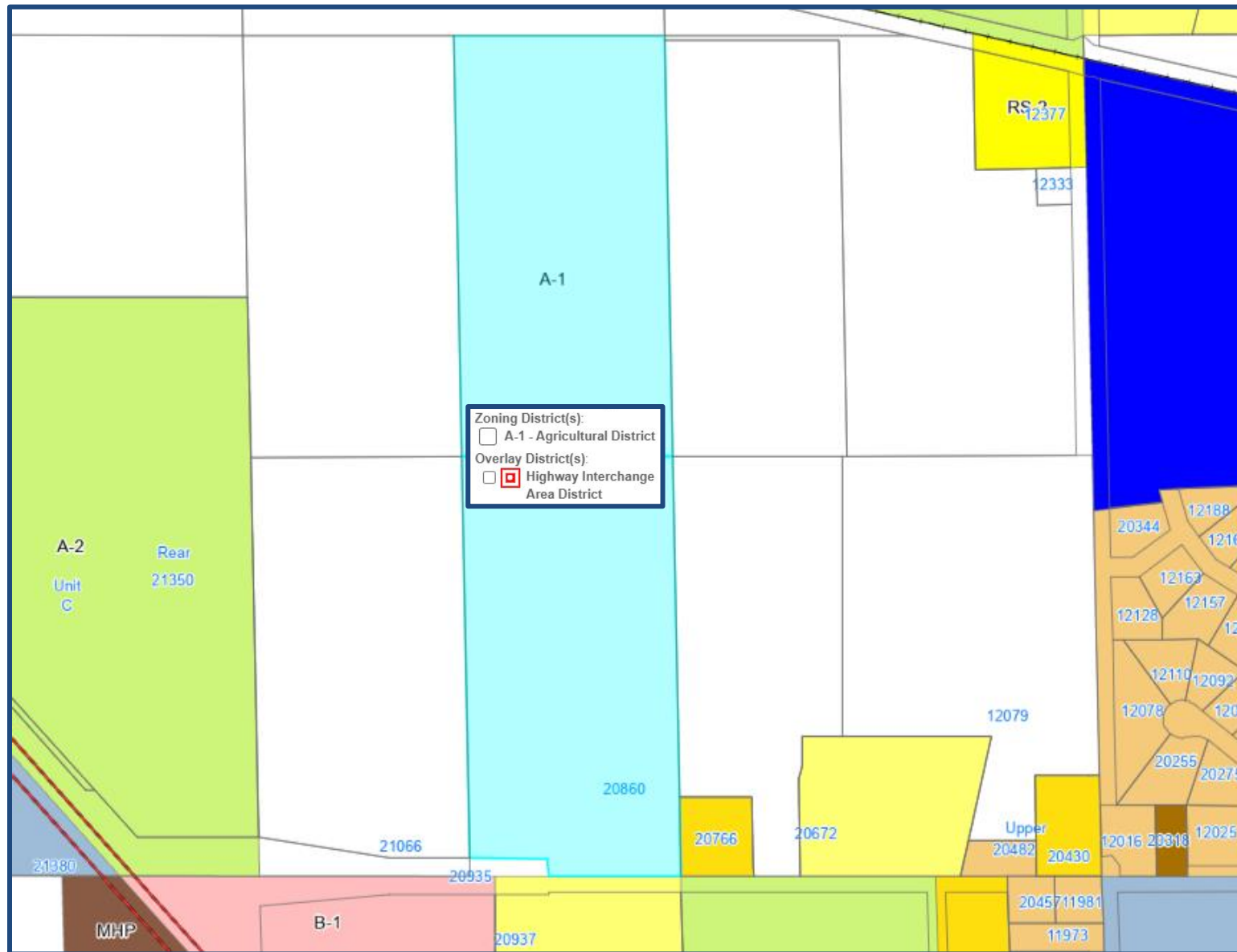
FLOOD PLAIN MAP - FEMA



TRAFFIC COUNT MAP

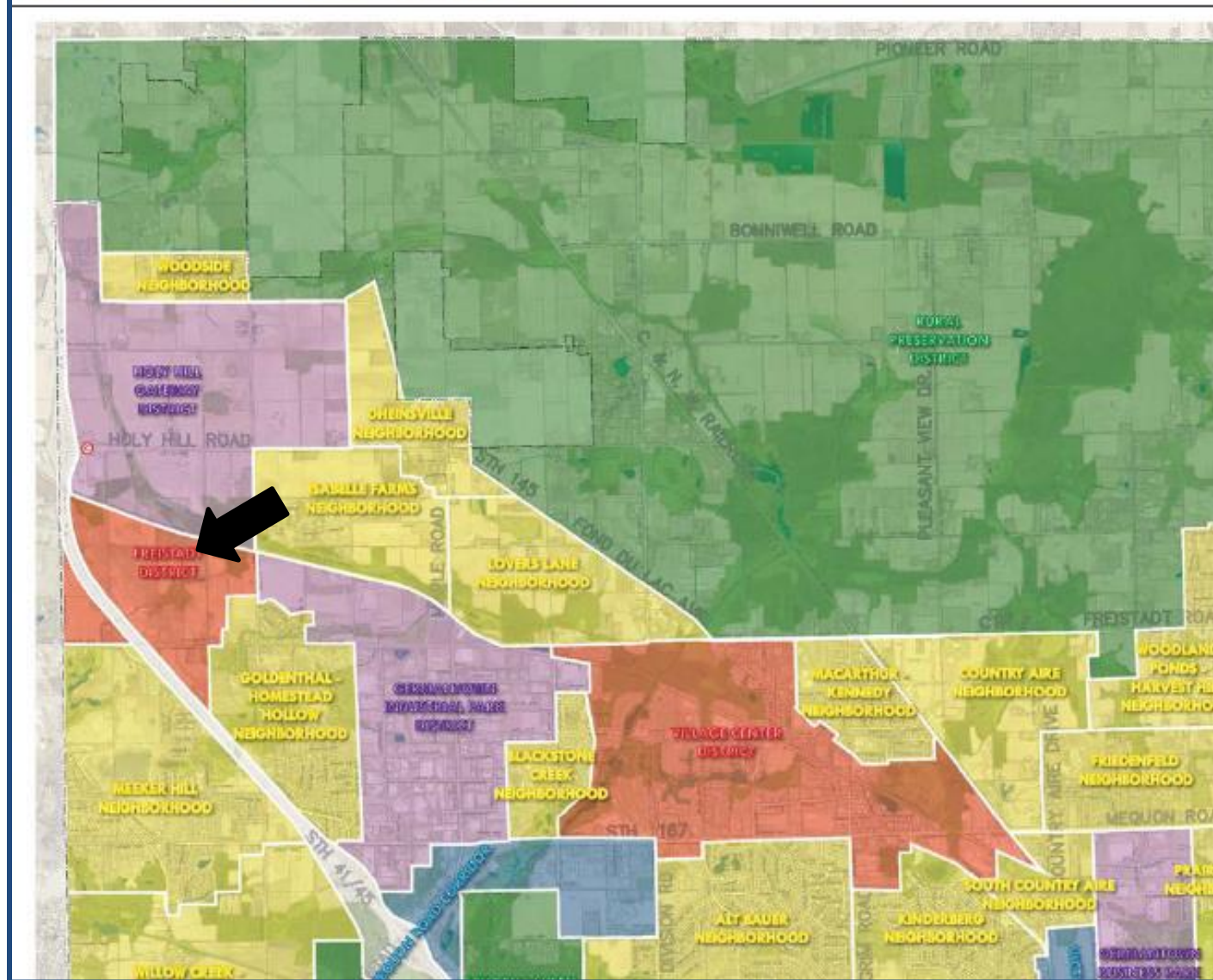


ZONING MAP



LAND USE PLAN MAP

Map 5.3 – 2050 Future Land Use Map



Acquisition

The proposed taking involves only a fee acquisition, it does not include a permanent limited easement (PLE) nor temporary limited easement (TLE). Therefore, when future utility and road work takes place, it is understood that it will occur entirely within the 100 wide taking (or would require an additional/separate acquisition in the future).

Fee Taking

The proposed fee taking involves the eastern most 100 feet of the southern subject parcel, as well as a 100 foot wide taking that starts at the southeastern portion of the northern parcel, before turning west-northwest about midway through the northern subject parcel. This is shown on the following two pages. The centerline of the easement is identified, from which 50 feet on both sides constitutes the 100 foot wide taking (both are shown on the exhibits). The fee taking will involve 247,678 square feet of land, or 5.686 acres.

Remainder

As a result of the acquisition the remainder will be 34.314 acres. The following table summarizes the acquisition, as well as the before and after sizes of the subject.

SUMMARY OF SUBJECT BEFORE SIZE, ACQUISITION SIZE & AFTER SIZE

Location	Tax Key #	Land Area Before Taking	Taking	Land Area After Taking
Northern	GTW 184989	20.000 acres	2.963 acres	17.037 acres
Southern	GTW 184992	20.000 acres	2.723 acres	17.277 acres
Total		40.000 acres	5.686 acres	34.314 acres

Analysis

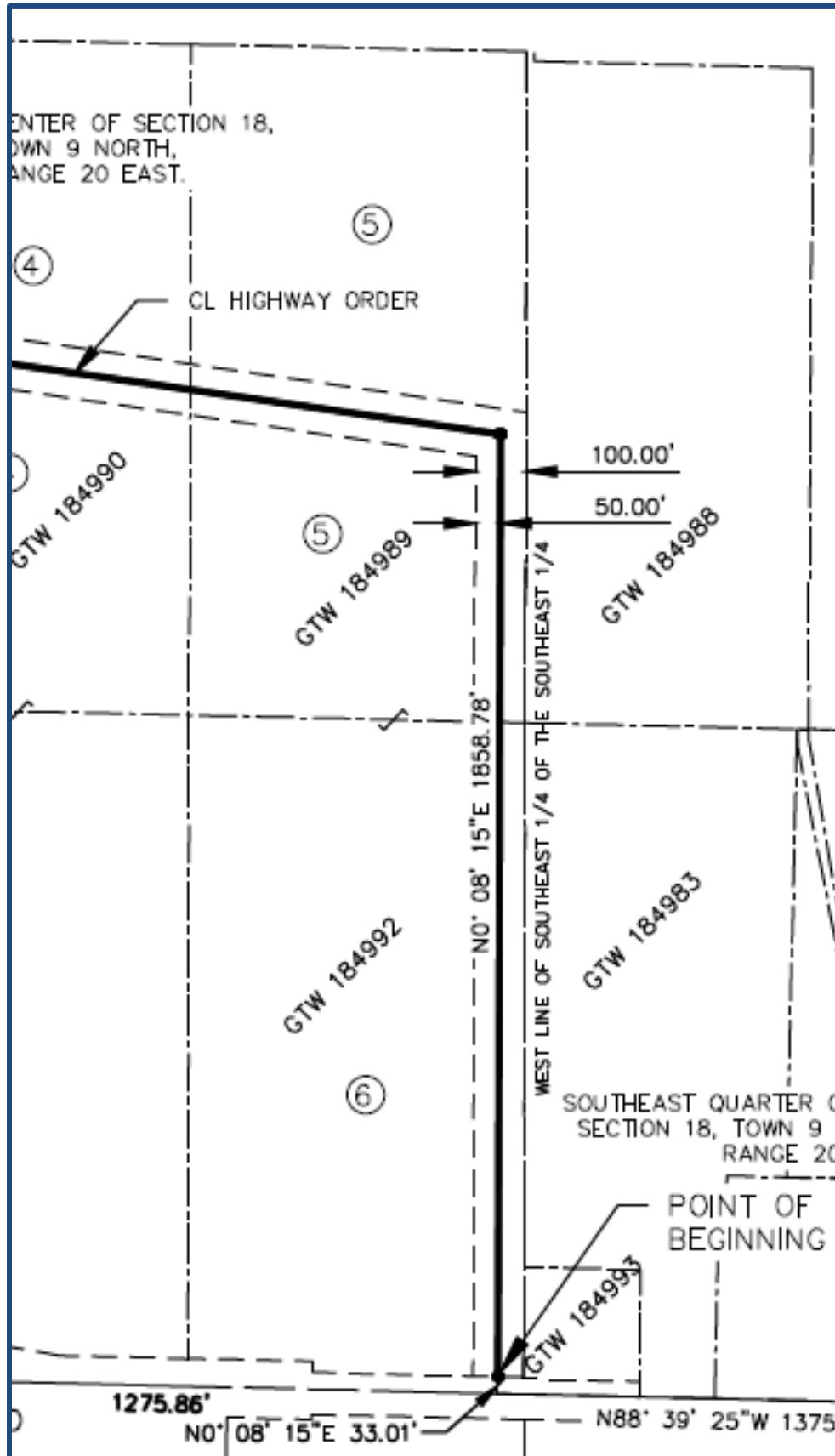
Before the taking the subject was not a "typical" or square 40 acre parcel, but was instead two "half 40's" that resulted in the north-to-south dimension of the subject being four times that of the east-to-west dimension. More specifically, the subject was 660 feet wide (east-to-west) and 2,640 feet long (north-to-south); a 4.000:1.000 ratio. After the taking most of the subject will be 560 feet wide (east-to-west) and 2,640 feet long (north-to-south, when considering the northern and southern most points); a 4.714:1.000 ratio. This is an increase of 17.86%.

Before the taking, the 40.000 acre subject site was contiguous. After the taking the subject will be bisected with approximately 10.114 acres to the north of the taking and approximately 24.200 acres to the south. While an easement will be provided for the subject property owner to cross the acquired land, therefore not creating an accessible landlocked site, the negative attributes of the subject being bisected, with a less desirable shape and uncertain future will nonetheless exist following the taking.

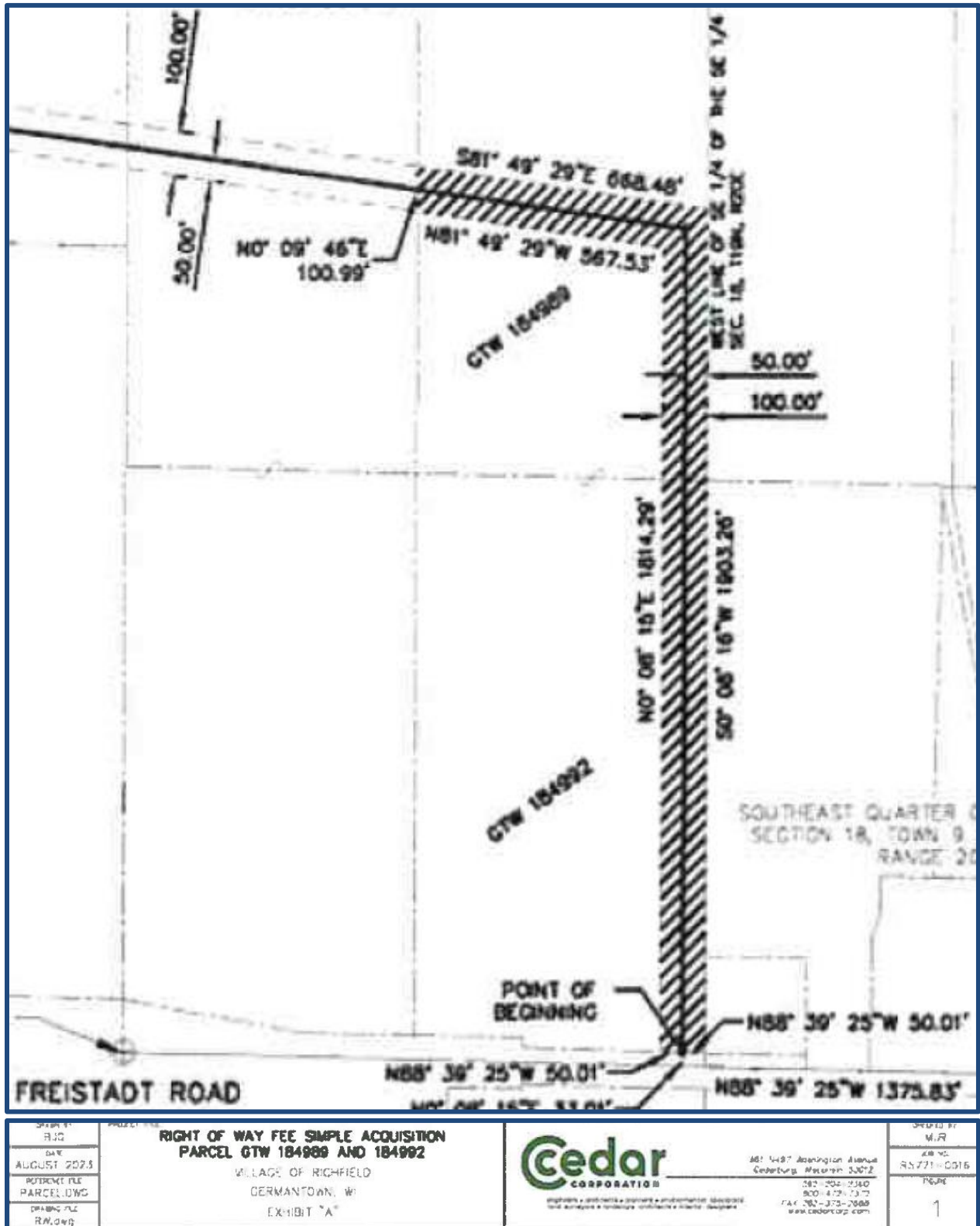
The future development is now effectively forced to wait for the Village of Richfield to complete the construction of their utility project and the Village of Germantown to construct the road in the acquired

right-of-way. A separate development of the subject would not be both physically possible and financially feasible given the attributes of the subject in the after scenario.

PLAT MAP OF ACQUISITION (NOT WITH SOLE FOCUS ON THE SUBJECT)



PLAT MAP OF ACQISTION (WITH ACQISTION OF SUBJECT SPECIFICALLY IDENTIFIED)



LEGAL DESCRIPTION OF FEE SIMPLE ACQUISITION**LEGAL DESCRIPTION**

Right of Way Fee Simple Acquisition for a strip of land located on Grantor's property in the Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, located in Section 18, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter, of Section 18, Town 9 North, Range 20 East; Thence along the South line of said Southeast Quarter, N88° 39' 25"W, 1375.83 feet to a point 50.00' west of the West line of the Southeast Quarter of the Southeast Quarter; Thence N00° 08' 15"E parallel and 50.00 feet distant to the said West line, 33.01' feet to the North line of Freistadt Road and the Point of Beginning of 100' wide Right of Way herein described; Thence continuing on said North line N88° 39' 25"W, 50.01 feet; Thence N00° 08' 15" E, 1814.29 feet; Thence N81° 49' 29"W, 567.53 feet, to the West property line of Grantor's property; Thence N00° 09' 46"E, along said West property line, 100.99 feet; Thence S81° 49' 29"E, 668.48 feet, to the East property line of Grantor's property and the West line of the Southeast Quarter of the Southeast Quarter; Thence S00° 08' 16" W, along said West quarter line, 1903.26 feet, to the North line of Freistadt Road; Thence N88° 39' 25"W, 50.01 feet along said North line to the Point of Beginning. Containing 247,678 SF (5.686 Acres) of land more or less.

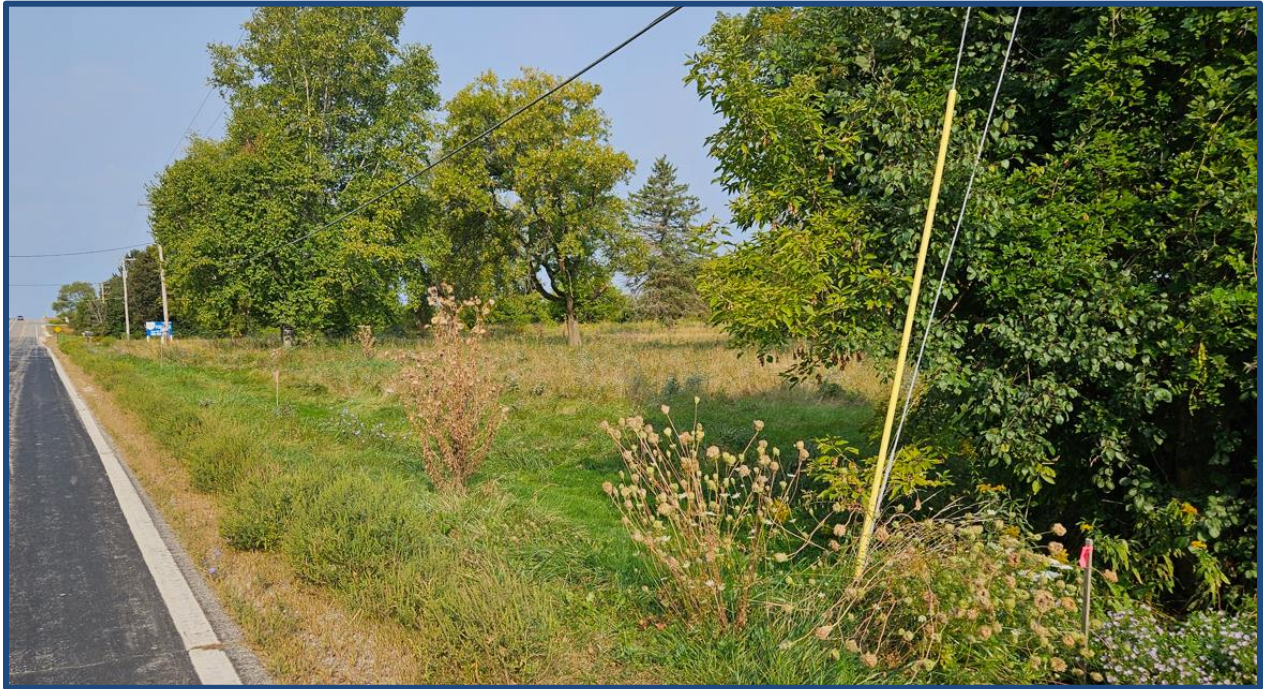
Larger Parcel

According to *The Dictionary of Real Estate Appraisal*, 7th ed. 2022, the Larger Parcel is defined as follows:

"In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use."

Two parcels of land that total approximately 40 acres will be affected by the proposed acquisition. The subject property owner does not own any other abutting or near-by land. Given this, we have concluded the larger parcel to be the two subject parcels that are directly affected by the proposed acquisition. These parcels have been detailed throughout this report.

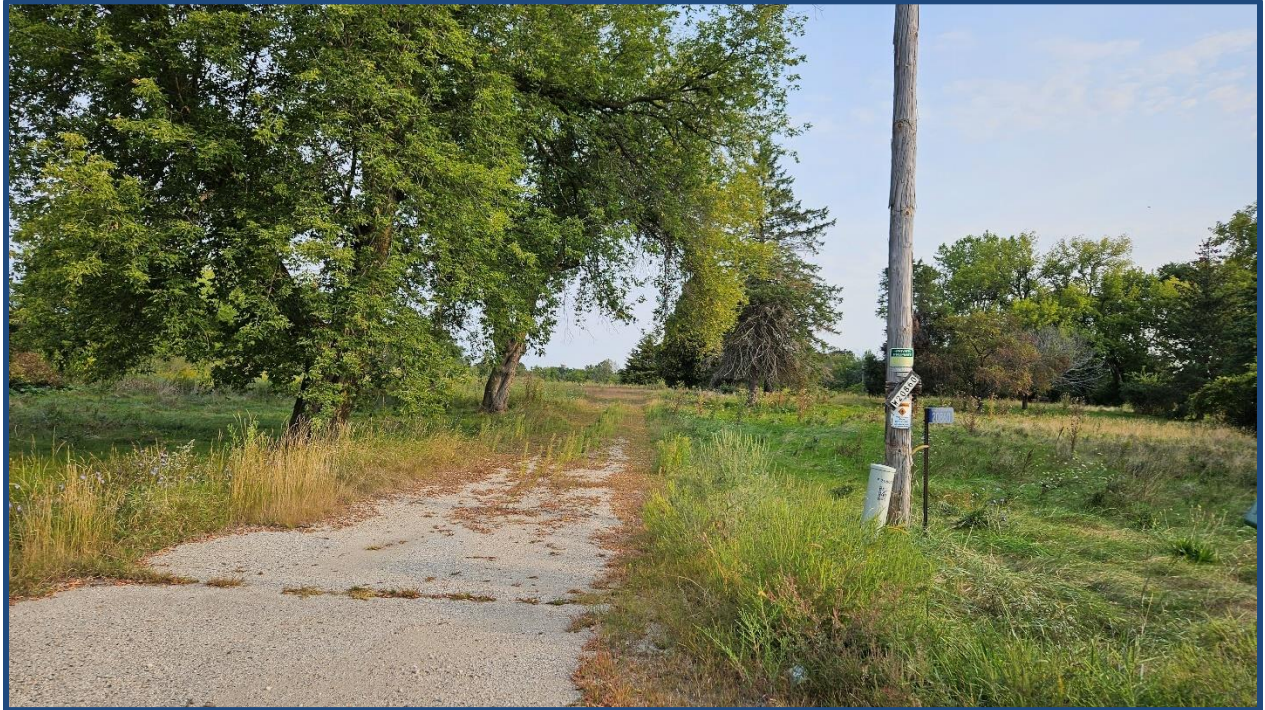
Subject Photographs



Photograph of the subject looking west northwest from the southeast corner of the subject.



Photograph of the subject looking north northeast from the southwest corner of the subject.



Photograph of the subject looking north
from along Freistadt Road where the "old driveway" to the subject property is located.



Photograph of the northern portion of the subject looking north
from the clearing midway through the tree-line that runs east to west through the subject property.

Additional photographs are included in the Addenda.

Assessment and Tax Data

In Wisconsin, assessments are determined by the municipal assessor. Assessed values are based on the market value (or use value for agricultural properties) of the property as of January 1st of a given tax year, with the resulting tax bill issued in December of the same year and due starting in January of the following year. Assessment ratios are calculated by the State of Wisconsin. A summary of the pertinent real estate assessment and tax information for the subject property is summarized within the following table. This information is from the 2023 tax year, the most recent complete tax year as of the date of issuance of this report. As of January 1, 2023 the subject property contained improvements, that have more recently been removed.

Tax Schedule - 2023			
Tax Parcel Number:	GTNV 184992	GTNV 184989	Total
Location:	Southern	Northern	Total
Acres:	20 acres	20 acres	40 acres
Assessed Value			
Land:	\$118,700	\$10,500	\$129,200
<u>Improvements:</u>	<u>\$133,500</u>	<u>\$0</u>	\$0
Total:	\$252,200	\$10,500	\$129,200
Assessment Ratio	0.7733	0.7733	0.7733
Assessors Estimated FMV, Total:	NA, Use Value	NA, Use Value	NA, Use Value
Tax Rate, per \$1,000	\$17.3086	\$17.3086	\$17.3086
Total Real Estate Tax Exp:	\$4,016	\$182	\$4,198
Other Fees/Charges on Tax Bill:	\$0	\$0	\$0

The two subject parcels are both assessed based on value in use and not market value. Copies of the 2023 tax bills are included in our workpapers and can be made available upon request.

Market Analysis

Introduction

This section provides an overview of general and specific market factors affecting the subject property.

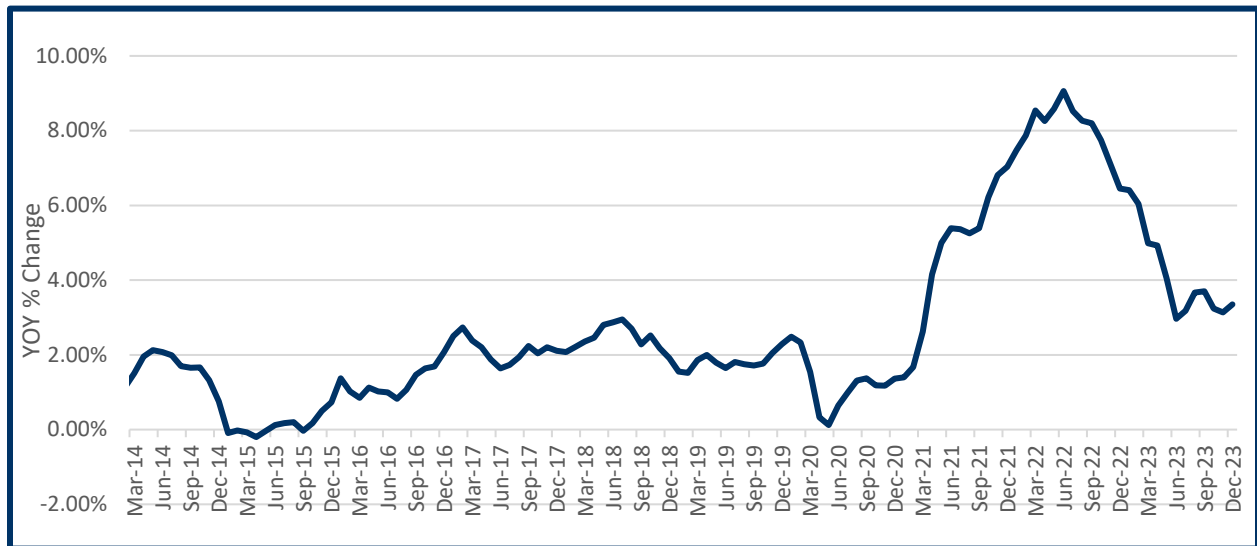
Inflation

Inflation is perhaps the biggest concern for CRE markets and investors. High inflation rates have been driven by both demand (stimulus, consumer spending, high savings rates, etc.) and supply factors (e.g. labor shortages and supply chain disruptions). Although, as noted, there are many factors behind inflation, an unprecedented level of stimulus from 2020 to 2021 brought on by pandemic-reactive policy is considered to be among one of the larger underpinnings for the current inflationary environment. This, met with coinciding pandemic era supply chain disruptions, best explains the initial wave of inflation. More recently, the rise in consumer prices has been led by energy and food costs due to constrained fuel and food supply (oil, grain, etc.), likely related to conflict abroad during the post-pandemic recovery. Another relevant factor is the cost of housing, which heavily influences cost indices, and has experienced elevated price levels for some time due to a myriad of factors. The largest factor in the increased cost of housing is related to the impact of inflation and the actions of the Federal Reserve on lending rates, which has constrained supply and further exacerbated the increased cost of housing. Myriad as these factors of the current inflationary environment are, and interrelated at that, we focus our analysis on the resulting measures of inflation, the actions of the Federal Reserve and the anticipation going forward.

As compared to the previous year, 2023 was significantly improved in terms of inflationary measures. While reaching the highest rate in 30 years in mid-2022, CPI data published by the U.S. Bureau of Labor Statistics reveals comparatively lower rates of inflation (year over year or "headline inflation") since then with the most recent figure in December at 3.35%. This marks the seventh consecutive month with year over year inflation under 4.0%, ranging from the low in May of 2023 at 2.97% to the slight uptick in September of 2023 at 3.70%. Because of this relative decrease from the highs of 2022 and what appears to be a pocket of stability over the last half of 2023, the Federal Reserve has signaled clearly for a pause in rate hikes and has introduced the prospect of future rate cuts over 2024. We next look to historical inflations rates since January of 2014 on a year over year basis in order to provide a broader perspective on the current environment.

From early 2014 through early 2020, inflation stuck around 2.0%, with the exception being 2015, where the consumer price index experienced significant stagnation due to declining energy prices. Between February and April of 2020, decreased aggregate demand moved toward price decreases as the impact of the pandemic took hold of the economy. Over the next two years, the consumer price index increased at an alarming rate before reaching a peak in June of 2022 at 9.06% year over year. The annual inflation rate continued to decrease at a commensurate rate thereafter, with an annual rate reported for the month of May 2023 at 4.1% and June 2023 at 2.97% with upticks in July of 2023 at 3.18% and furthermore 3.67% and 3.70% in August and September of 2023, respectively. As noted, the October 2023 figure is down from the previous two months and fell near July levels at 3.24% year over year. The following graph presents year over year inflation since early 2014.

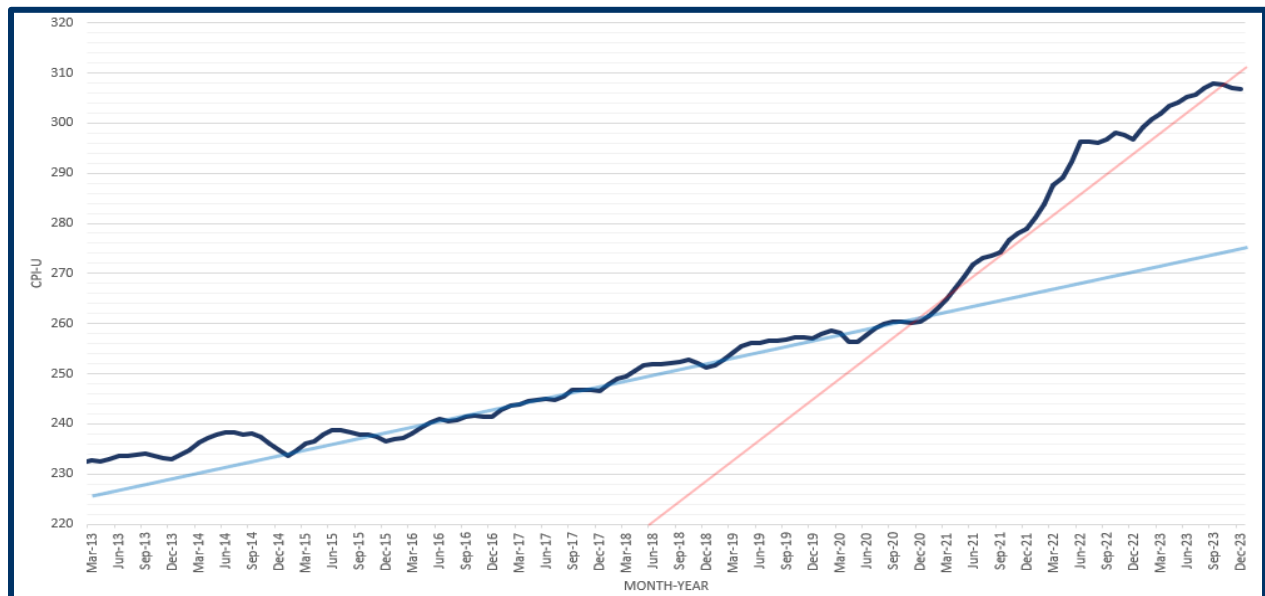
ANNUAL CPI RATE OF CHANGE



Data Source: U.S. Bureau of Labor Statistics

Although year over year inflation rates have been comparatively lower over recent months, we caution the reader that this is a decrease in the rate at which the index has growth year over year. As is exhibited in the following chart, the consumer price index still continues to increase at a rate higher than that observed prior to 2020. The latest figures only show a decrease in the rate at which the index is increasing; which, as noted, is still at an accelerated rate compared to historical figures (red line vs. blue line).

MONTHLY CPI-U FIGURES SINCE FEBRUARY 2013



Data Source: U.S. Bureau of Labor Statistics

Interest Rates and the FOMC

A large actor in this story is the Federal Open Market Committee of the Federal Reserve (FOMC), which is responsible for open market operations. FOMC increased the Federal Funds Rate in March of 2022; this would be the first of 11 interest rate hikes to date.

To combat inflation, FOMC raised the federal funds rate by 25 basis points in March 2022, reflecting the first increase since 2018. The Federal Funds Rate as per the Federal Reserve is "the interest rate at which depository institutions lend balances at the Federal Reserve to other depository institutions overnight." In simple terms, this is the interest rate for loans placed with the Federal Reserve Banks. As per the Federal Reserve, "Changes in the federal funds rate trigger a chain of events that affect other short-term interest rates, foreign exchange rates, long-term interest rates, the amount of money and credit, and, ultimately, a range of economic variables, including employment, output, and prices of goods and services."

However, this first increase had little to no immediate impact in year over year inflation and the Federal Reserve raised rates by an additional 50 basis points in May 2022, followed by 75 basis points in June, July, September, and November 2022. Interest rate increases were moderated in December at 50 basis points in response to CPI rolling over. Rates were hiked 25 basis points in February, March, May and July of 2023. Based upon the progression of year over year increases in the CPI as exhibited at the beginning of this section, it would appear that the strategy of FOMC is working to achieve the state goal. The June 2023 year over year statistic at 2.97% growth was seen as promising in terms of a pause on future rate hikes. However, the Federal Reserve still increased the rate by 25 basis points in late July of 2023. As noted, the July year over year figure increased over that of June with the August figure increasing once more and September remaining near August levels. In its September 20, 2023 press release, the FOMC stated that the target range for the federal funds rate would be maintained. The decision was reaffirmed in the next release on November 1, 2023. The latest press release on December 13, 2023 once more announced that the FOMC would maintain the federal funds rate.

Interest rate increases affect capital-intensive industries like real estate. As credit becomes more expensive, investor return requirements increase, which can lead to higher capitalization rates expectations. This has been generally observed across commercial real estate market within the United States. As per the most recent December 13, 2023 Federal Reserve FOMC statement, the Fed's market outlook and priorities were outlined as follows:

Recent indicators suggest that growth of economic activity has slowed from its strong pace in the third quarter. Job gains have moderated since earlier in the year but remain strong, and the unemployment rate has remained low. Inflation has eased over the past year but remains elevated

This is a shift in language from the prior November 1, 2023 release, which stated that economic activity expanded at a strong pace in the third quarter and was otherwise the same on job gains and unemployment. This statement is also unique from prior statements, stating that inflation has eased. The following statement has been maintained verbatim for some time within the FOMC releases.

The U.S. banking system is sound and resilient. Tighter credit conditions for households and businesses are likely to weigh on economic activity, hiring, and inflation. The extent of these effects remains uncertain. The Committee remains highly attentive to inflation risks.

There have not been any rate hikes since the July decision to increase the target range for the federal funds rate by 25 basis points. The following excerpt is from the most recent release.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. In support of these goals, the Committee decided to maintain the target range for the federal funds rate at 5-1/4 to 5-1/2 percent.

As has been included for several releases now, the following excerpt states the priorities of the FOMC as per the most recent release.

The Committee will continue to assess additional information and its implications for monetary policy. In determining the extent of additional policy firming that may be appropriate to return inflation to 2 percent over time, the Committee will take into account the cumulative tightening of monetary policy, the lags with which monetary policy affects economic activity and inflation, and economic and financial developments. In addition, the Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage-backed securities, as described in its previously announced plans. The Committee is strongly committed to returning inflation to its 2 percent objective.

Although we have seen a pause on rate hikes over the last five months, there is still strong commitment to reach the 2 percent objective and it is unclear what lays ahead in terms of the strategy of the FED and the challenges the economy faces going forward. The following commentary from the December 13th release further addresses the Fed's stance on future monetary policy decisions. This statement has been included verbatim in the past several releases.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee's goals. The Committee's assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments.

As is implicit within this language, there is a great deal of uncertainty in terms of inflationary pressures and a conservative stance would appear to be the best policy for market participants, although more recent CPI figures and less aggressive action of the FOMC may compile an optimistic outlook. The most recent release points out that inflation still remains elevated, albeit having eased over the past year, and recognizes slowed job growth as compared to the third quarter of 2023.

Even with less alarming year over year inflation data as compared to the recent past and an increasingly long pause on rate hikes, there has still not been a definitive answer as to the strategy of the FOMC or the Federal Reserve going forward and such uncertainty is still reflected in the market. The previous November 1st meeting revealed continued worries by the FOMC that inflation will remain elevated and difficult to cut down. In terms of rate cuts, Chairman Jerome Powell stated the following in a post-meeting conference:

"The fact is, the Committee is not thinking about rate cuts right now at all."

Some speculate that the continued position of the FOMC to maintain the target rate (rather than continue hikes) despite elevated inflation indicators is a signal that the economy may begin to feel the collective impact of such a long period of elevated inflation without further intervention. However, jobs reports have been much stronger than anticipated by the FED and it is difficult to anticipate the long-term impact of this large cumulative inflation. Talks of rate cuts have become the centerpiece of discussion in recent months. In a post-meeting conference on December 13th, Powell shifted his language from the prior conference after he was prompted about rate cuts in 2024 once more by reporters.

“That begins to come into view and that clearly is a topic of discussion.”

However, language around the extent and timing of future rate cuts remains restrictive from the Federal Reserve. As it stands, FOMC members have indicated three rate cuts throughout 2024 for a total of 75 basis points. Per futures market activity, there is an indication that cuts may begin in early to mid-2024 as well as a much higher cumulative 2024 rate cut of 1.50 basis points; however, this is speculative by nature. Based on committee member’s expectations, as revealed by the dot-plot that is published quarterly by the FOMC, there are expected to be another four cuts in 2025 or 1 basis point and three cuts in 2026 or 3 basis points.

As noted, this begs the question of whether this signaling for future rate cuts is an indication of an optimistic outlook by the federal reserve, indicating that they are well on track to meeting their 2.0% objective, or if they are preparing for an economic downturn that will require the stimulus of rate cuts. Either way, the underpinning of 2024 is still uncertainty. With this in mind, the outlook for CRE in 2024 is much more optimistic than that held at the beginning of last year due primarily to the prospect of rate cuts and a growing consistency in lower inflation measures over the last year.

Still yet, investors should remain highly attuned to the emerging risks presented in 2024. As has been demonstrated by the most recent unforeseen events, such as the pandemic and international supply chain disruptions, any constrain to critical factors of production can swiftly impact the economic environment. Although our footing has become steadier over the last year, it is important to note that we are still not yet on solid ground.

Developable Land Market Overview

The subject is vacant land and therefore this section provides an overview of the national development land market. Included on the following page is an overview of the national development land market as provided from the [PwC Real Estate Investor Survey \(Second Quarter 2024\)](#). PwC provides a land market overview semi-annually, as opposed to some other property types that they provide quarterly.

National Development Land Market

This quarter, we asked our investor participants what geographies and property types offer the best opportunities for development land. "We like Texas and Florida due to low taxes and less regulation," says an investor. "Washington state seems good due to migration trends created by affordability and climate change concerns," shares another, who adds, "Arizona still has lots of demand but doesn't make any sense long term." "Industrial development near major interstates due to access is our pick," states one more.

Total spending on U.S. private construction was up 8.1% on a year-over-year basis in April 2024 (see Table DVL-1). When looking more closely at these figures, pri-

Table DVL-1
U.S. CONSTRUCTION SPENDING*
 April 2023 to April 2024

	Year-Over-Year Change
Total Nonresidential	+ 8.3%
Manufacturing	+ 17.1%
Transportation	+ 5.0%
Lodging	- 3.5%
Office	+ 4.4%
Power	+ 7.4%
Amusement and Recreation	+ 11.2%
Health care	+ 7.1%
Communication	+ 2.6%
Commercial	0.0%
Religious	+ 30.6%
Education	+ 13.8%
Total Residential	+ 8.0%
New single family	+ 20.4%
New multifamily	+ 2.3%
Total Private	+ 8.1%

* Private construction

Source: U.S. Census Bureau; seasonally
 adjusted

vate residential spending was up 8.0% while private nonresidential spending was up 8.3%. In the non-residential sector, each segment reported year-over-year increases in spending as of April 2024 except lodging.

Discount Rates

Free-and-clear discount rates including developer's profit since 2012 are shown in Table DVL-2. These rates assume entitlements are in place.

Growth Rate Assumptions

Growth rates for development expenses, such as amenities, real estate taxes, advertising, and administration, range from 0.00% to 5.00% and average 3.25%. For lot pricing, investors indicate a range from 2.00% to 6.00%; the average growth rate is 4.00%.

Absorption Period

The absorption period required to sell an entire project varies significantly depending on such factors as location, size, and property type. This quarter, the preferred absorption period among investors is one to five years, averaging three years.

Forecast Value Change

Over the next 12 months, investors expect property values to increase up to 10.0% with an average expected value change of +3.8%.

Marketing Period

The typical time that a property is on the market prior to selling ranges from three to 15 months and averages nine months – slightly higher than a year ago.

Table DVL-2
DISCOUNT RATES (IRRs)^a
 2012 to 2024

Quarter	DISCOUNT RATE	
	Range	Average
2Q12	15.00% – 30.00%	20.42%
4Q12	10.00% – 25.00%	19.17%
2Q13	10.00% – 25.00%	18.90%
4Q13	10.00% – 25.00%	18.31%
2Q14	10.00% – 25.00%	18.15%
4Q14	10.00% – 25.00%	16.75%
2Q15	10.00% – 20.00%	15.90%
4Q15	10.00% – 20.00%	15.50%
2Q16	10.00% – 20.00%	15.50%
4Q16	10.00% – 20.00%	16.00%
2Q17	10.00% – 20.00%	16.00%
4Q17	10.00% – 20.00%	15.40%
2Q18	10.00% – 20.00%	15.40%
4Q18	10.00% – 20.00%	15.80%
2Q19	10.00% – 20.00%	15.50%
4Q19	10.00% – 20.00%	15.90%
2Q20	10.00% – 25.00%	15.20%
4Q20	10.00% – 25.00%	15.60%
2Q21	10.00% – 25.00%	16.70%
4Q21	10.00% – 30.00%	16.80%
2Q22	10.00% – 30.00%	17.20%
4Q22	12.00% – 30.00%	18.70%
2Q23	12.00% – 30.00%	19.20%
4Q23	12.00% – 30.00%	19.20%
2Q24	14.00% – 30.00%	19.13%

a. Rate on unleveraged, all-cash transactions;
 including developer's profit

CoStar Market Report

The subject land is most likely to be developed with an industrial end use in the future. The following market analysis of the local industrial market is data obtained from the CoStar Group, Inc., a leading provider of real estate information services. The Metro-Milwaukee industrial market is detailed by CoStar and a recent published report was reviewed.

Overview

Milwaukee Industrial			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
2.4M	(526K)	3.4%	6.3%

While recent closures by a handful of major manufacturers has contributed to rising vacancies over the past year, these have largely been isolated incidents that don't reflect the broader health of Milwaukee's industrial market.

At the end of the second quarter, vacancies fell to 3.1%, a 40-basis-point year-over-year increase from record lows seen at the beginning of 2023. Comparatively, the national vacancy rate rose close to 200 basis points during this time.

Among the largest 50 industrial markets in the country, Milwaukee's second-quarter vacancy rate ranked as the second-lowest nationwide and current vacancies of 3.4% remain well below the national average of 6.6%.

Accounting for the bulk of this increase, the closure of Briggs & Stratton's 1970-built manufacturing plant in Wauwatosa resulted in close to 1 million SF of vacant space hitting the market between 23Q1-24Q1. Highlighting the relative tightness of the market, this one property alone accounts for nearly 12% of total vacant industrial space in Milwaukee.

On the demand side, overall leasing activity has fallen sharply from the logistics-fueled surge a few years ago, with total leasing volume of around 4.3 million SF in 2023 falling back in line with historical levels. This is primarily due to a sharp pullback in logistics leasing, which fell from a record of nearly 4.7 million SF averaged between 2021-2022 to just 1.9 million SF last year, the lowest annual total since 2010. Overall, muted leasing levels

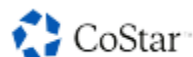
have carried over into 2024, which is currently averaging close to 1 million SF quarterly.

Even with the downturn in leasing, a prolonged tightness is expected as Milwaukee's relatively modest construction pipeline continues to shrink. Despite seeing the second-strongest year for new construction on record in 2023, the 3.4 million SF that delivered last year accounted for a mere 1.2% inventory expansion. This pales in comparison to the national average, which grew 2.9% last year.

With just 1.7 million SF under construction today, 2024 is set to see the lowest level of new supply delivered since 2017.

Market conditions have been a boon for industrial landlords who are benefitting from the lack of new supply and limited tenant mobility. Throughout most of the past decade, annual rent growth in Milwaukee has typically trailed the national index by 300 to 400 basis points. Over the past year, however, annual rent growth has trailed by an average of just 100 basis points and the current rate of 6.3% remains well above historical levels.

Looking ahead, Milwaukee's short supply of small bay space and the comparative glut of dated manufacturing space pose some of the biggest hurdles for the market. While few solutions exist for the former, a red-hot multifamily market and willingness from municipalities eager to redevelop blighted industrial sights could continue chipping away at the latter.



Overview

Milwaukee Industrial

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	103,334,289	4.3%	\$6.73	6.5%	(450,679)	0	523,000
Specialized Industrial	121,138,434	2.8%	\$6.92	5.9%	(375,701)	0	748,639
Flex	41,253,887	3.0%	\$9.05	4.8%	(34,676)	0	407,881
Market	265,726,610	3.4%	\$7.18	5.9%	(861,056)	0	1,679,520

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	0.9% (YOY)	5.3%	3.5%	8.8%	2006 Q1	2.5%	2022 Q3
Net Absorption SF	(526K)	1,401,063	311,372	4,979,444	2022 Q2	(2,519,239)	2010 Q3
Deliveries SF	2.4M	1,808,430	1,724,251	5,546,122	2020 Q3	63,225	2010 Q3
Market Asking Rent Growth	6.3%	2.1%	3.8%	7.9%	2023 Q1	-2.2%	2010 Q2
Sales Volume	\$437M	\$402.3M	N/A	\$1.2B	2022 Q3	\$107.1M	2010 Q4

Leasing

Milwaukee Industrial

Milwaukee remains in one of its tightest vacancy periods on record in the third quarter, with the current vacancy rate of 3.4% trending below the 10-year historical average of 3.8%. This isn't a historically low figure for just the local market either as Milwaukee is significantly outperforming the national average as well, which currently stands at 6.6%. Compared to the largest 50 markets in the U.S. by inventory size, Milwaukee's industrial market boasts the second-lowest vacancy rate in the country.

As vacancies persist near record-low levels, tenant mobility has become increasingly hampered. This is particularly true for smaller industrial users seeking small bay spaces, something that has been frequently emphasized by market participants. While Milwaukee's overall availability rate of 5.9% remains low, well below the national average of 9.0%, a large disconnect exists when comparing availability rates by building size.

At the end of the second quarter, buildings under 50,000 SF had a combined 2.6 million SF of available space listed for lease, representing a 3.1% availability rate. Similar figures are observed for buildings in the 50,000-100,000-SF and 100,000-200,000-SF ranges, which had availability rates of 4.5% and 4.6%, respectively.

Fueled by the surge in logistics demand and rise in construction costs in recent years, new speculative construction has been heavily concentrated toward larger logistics facilities that typically surpass 200,000 SF.

Combined with the downturn in logistics leasing seen this year, the impact on availabilities among larger building subsets has been notable. With over 3.3 million square feet of available space at the end of the first quarter, buildings in the 200,000-300,000-SF range had the highest availability rate, coming in at 13%, followed by buildings over 300,000 SF, which stood at 8.7%.

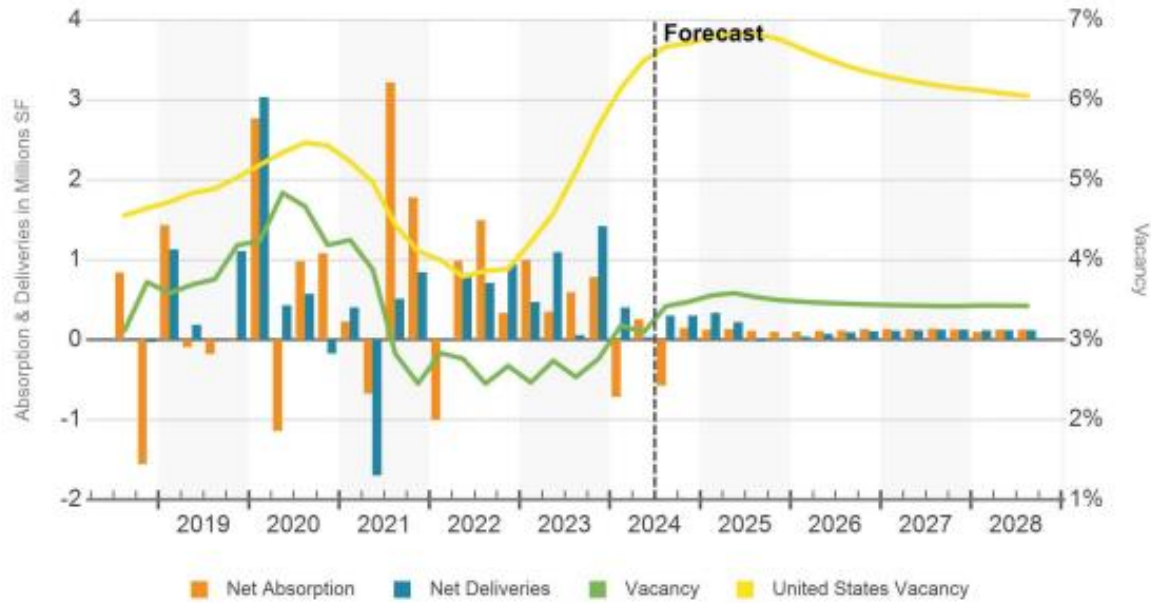
These figures have and will continue to be impacted by a wave of recent and pending manufacturing closures. On one hand, many growing manufacturers are abandoning aging facilities that not only fall short of modern manufacturing needs, but also are becoming cost prohibitive to repair and maintain, in favor of new construction. Notably, Leonardo DRS moved to Menomonee Falls in late 2020, leaving a 610,000 SF hole in the Northwest Milwaukee submarket when it became available in 23Q2. Additionally, Komatsu moved to a new facility in Milwaukee's Inner Harbor in mid-2022 from West Milwaukee, where local officials are wrangling over what to do with the former 1.1 million SF campus.

On the other hand, several major manufacturers have announced permanent closures, leaving behind older, specially-tailored manufacturing space that will be difficult to relet. In 2023 alone, Masterlock, Briggs & Stratton, Stellantis and Regal Rexnord all announced plans to close down production sites totaling more than 3 million SF of space in the Northwest Milwaukee, Wauwatosa, Milwaukee Southeast and West Milwaukee submarkets, respectively.

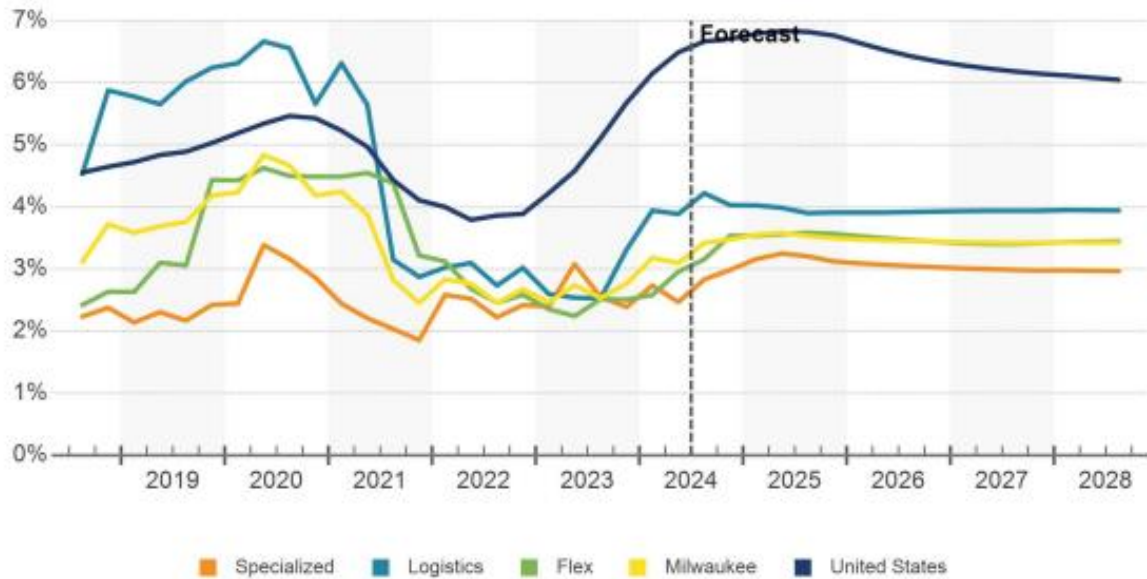
Leasing

Milwaukee Industrial

NET ABSORPTION, NET DELIVERIES & VACANCY



VACANCY RATE



Rent

Milwaukee Industrial

So far in the third quarter, local annual rent growth of 6.3% is outperforming the national average, which currently stands at 3.0%. Milwaukee remains an affordable industrial market, with average rents of \$7.20/SF coming in well below the national average of \$12.00/SF.

Growth has been most pronounced in the logistics segment, which is currently boasting year-over-year growth in market asking rents of 7.8%. Meanwhile, the specialized segment, which has recently been impacted by a wave of manufacturing closures, is comparatively weaker at 5.0%.

Asking rents for logistics space typically sit around \$6.70/SF, a steep discount compared to the national average of \$11.20/SF. One of the more recent speculative logistics projects in the market, a 315,000-SF distribution center with 28' clear heights that delivered in New Berlin in 23Q2 landed a tenant that quarter at a starting rent of \$5.95/SF NNN.

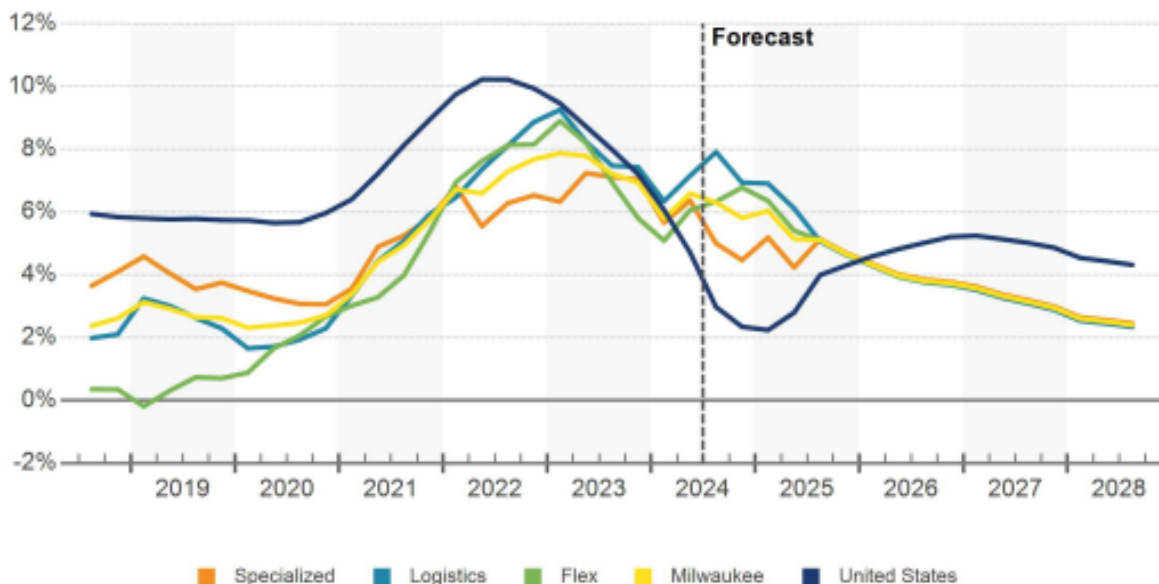
Meanwhile in the specialized segment, beneath the average market asking rent of \$6.90/SF lies a much larger delta in rents between older and newer manufacturing space. With newer manufacturing space in

scarce supply, properties such as 11528 Rogers St. in West Allis can lease space at a premium. Built in 2014, the 60,000-SF property recently landed a 20,000 SF lease at an asking rate of \$9.25/SF NNN in 23Q4.

On the other hand, an ample amount of older and harder to relet manufacturing space exists in the Milwaukee area, typically in some of the region's more historic manufacturing hubs like the northwest side of Milwaukee and West Allis. At 4143 N 27th St. in Milwaukee, over 280,000 SF of space, divisible to 40,000-SF, is available for \$3.65/SF NNN. Built in 1948, the property is one of the last standing vestiges of the famed 148-acre A.O. Smith/Tower Automotive manufacturing campus, which shuttered in the mid-2000's.

Looking ahead, forecasts call for little near-term relief in regard to Milwaukee's ultra-tight vacancy and construction situation. With vacancies trending near record low levels and construction levels continuing to soften, rent growth is forecast to outperform the national average early next year. This correlates closely with rent performances seen following the Great Recession and highlights Milwaukee's stability during economic downturns.

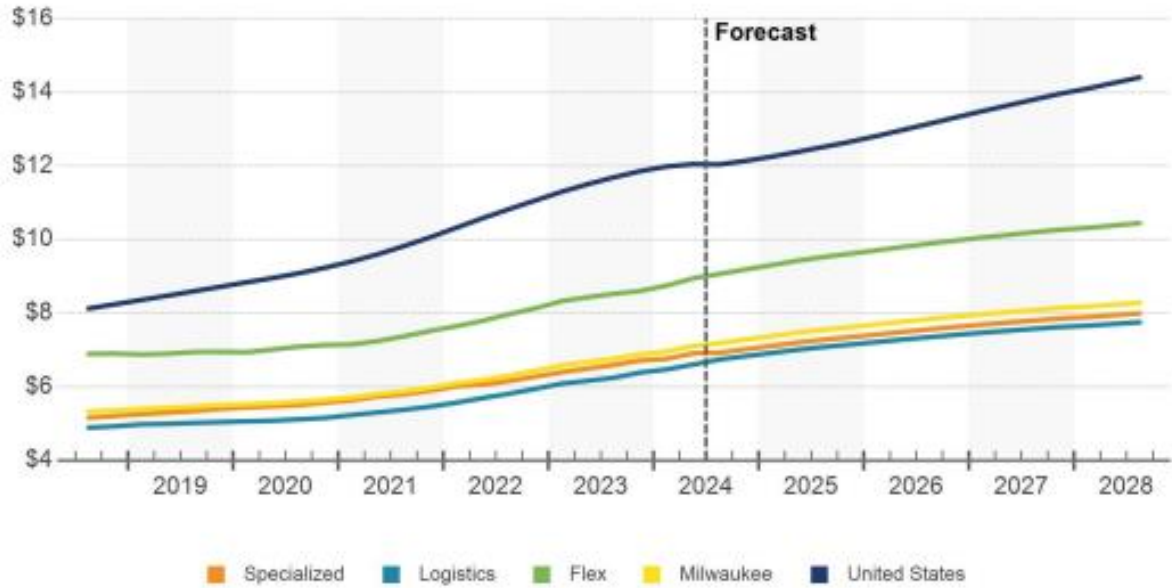
MARKET ASKING RENT GROWTH (YOY)



Rent

Milwaukee Industrial

MARKET ASKING RENT PER SQUARE FEET



Construction

Milwaukee Industrial

Construction activity continues to soften in Milwaukee as elevated construction and financing costs are hampering developer's ability to break ground on new projects. So far in the third quarter, just 1.7 million SF of space is under construction, a significant departure from the 3 million SF that was under construction as recently as 23Q3. This marks the second-lowest volume of space under construction since late 2017.

This follows what had been Milwaukee's largest industrial supply wave in more than a decade. Between 2019 and 2023, 15.7 million SF of space delivered, resulting in a 4.7% expansion in total inventory. However, this pace of growth pales in comparison to the rate of growth seen at the national level, which grew 10.6% during this time.

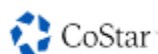
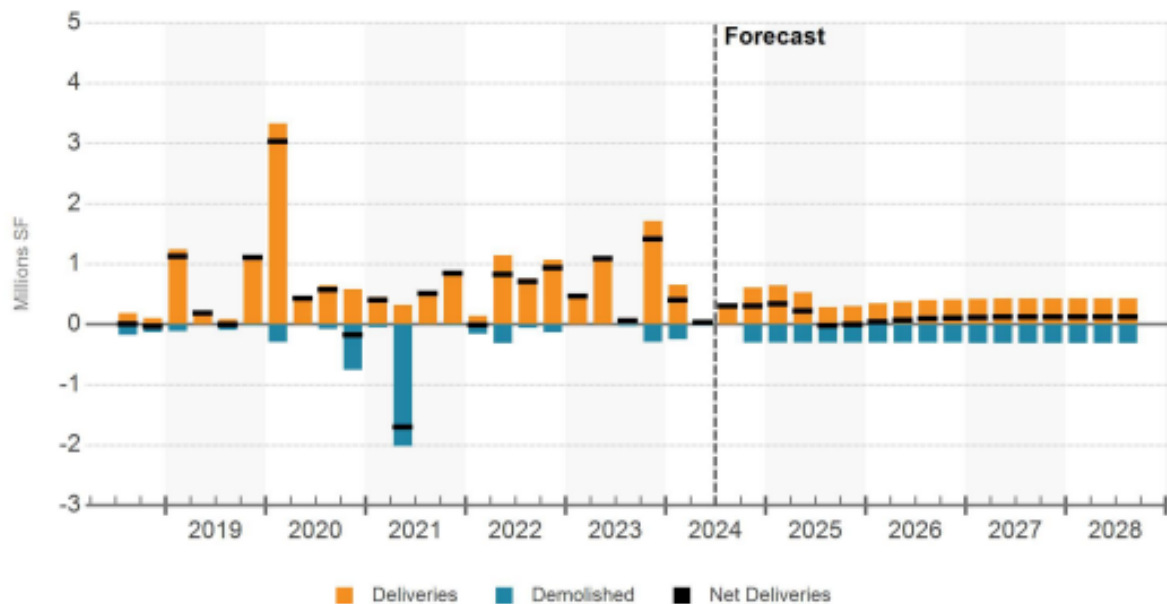
An emphasis on logistics-related development has been evident in the market, accounting for 70% of total space delivered since construction activity picked up in 2019. As construction activity dips to five-year lows, however, logistics-related development has been a driving source of this downturn with just 520,000 SF of total space under construction.

Milwaukee's southern suburbs have received the lion's share of new logistics development, with construction along the I-94 corridor being most active. With strong demand for new industrial space, this corridor's ideal location between major population centers Milwaukee and Chicago is primed to become increasingly desirable for speculative development.

Major infrastructure improvements, such as the North-South Freeway Project, in addition to significant investments by Foxconn, Amazon, Microsoft and other major corporations farther south in Racine and Kenosha, continue to attract additional visibility and interest to the corridor.

One of the more notable speculative developments to occur here is a 272,000-SF warehouse that delivered in 23Q4. Located at 3303 W. Oakwood Rd. in Franklin, the property is one of several new projects near the new Elm Rd. interchange that was created as part of the North-South Freeway Project. Additional projects here include a 350,000 SF distribution center for Saputo Inc. that is currently under construction and a 236,000-SF speculative industrial building that delivered in late 2022.

DELIVERIES & DEMOLITIONS



Highest and Best Use Analysis

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Highest and Best Use As Vacant

The primary determinants of the highest and best use as vacant are (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned A-1, Agricultural District with a Highway Interchange Area (HIA) District Overlay, which controls the general nature of permissible uses and is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The Village of Germantown has the subject designated as "Freistadt District" within their future land use plan. "The Freistadt District is predominantly undeveloped but intended to be a mixed-industrial district comprised predominantly of light industrial uses, warehouse, corporate office uses, and service commercial uses." However, residential uses are also allowed.

Physically Possible

The physical characteristics of the subject site are presented in the Site Description and allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences were considered. No physical attributes materially limit legally permissible and appropriate development. The most probable use of the site is for industrial development, which conforms to the pattern of land use in the immediate area.

Financially Feasible

The development of the subject appears to be financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for industrial development.

Highest and Best Use As Though Vacant Conclusion

The conclusion of the highest and best use as though vacant is for industrial development.

Before Scenario

Before the taking the subject was not a "typical" or square 40 acre parcel, but was instead two "half 40's" that resulted in the north-to-south dimension of the subject being four times that of the east-to-west dimension. More specifically, the subject was 660 feet wide (east-to-west) and 2,640 feet long (north-to-south); a 4.000:1.000 ratio. Still, the subject could support an industrial development before the taking.

After Scenario

After the taking most of the subject will be 560 feet wide (east-to-west) and 2,640 feet long (north-to-south, when considering the northern and southern most points); a 4.714:1.000 ratio. This is an increase of 17.86%.

Before the taking, the 40.000 acre subject site was contiguous. After the taking the subject will be bisected with approximately 10.114 acres to the north of the taking and approximately 24.200 acres to the south. While an easement will be provided for the subject property owner to cross the acquired land, therefore not creating an accessible landlocked site, the negative attributes of the subject being bisected, with a less desirable shape and uncertain future will nonetheless exist following the taking.

The future development is now effectively forced to wait for the Village of Richfield to complete the construction of their utility project and the Village of Germantown to construct the road in the acquired right-of-way. A separate development of the subject would not be both physically possible and financially feasible given the attributes of the subject in the after scenario. This is because only a highly inefficient layout could be developed on the subject prior to the utilities and roads being constructed in the acquired land. If the development of the subject were to move forward prior to the construction of those abutting improvements, duplicated efforts, and that would be inefficient, would result. It is Valbridge's opinion that the taking does not result in any Special Benefits to the subject property, given that the utilities and road improvements are not a part of the project (only the planning for them is) and more than only the subject benefits.

Therefore, the subject's highest and best use for the after scenario is hold for future industrial development (with the holding time being dependent on the Village of Richfield completing their utility extension project).

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property is a developer.

Land Valuation - Before

Introduction

The section of the report is developed before the consideration of the proposed acquisition/fee taking. The acquisition/fee taking will be considered in the following sections of the report.

Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

Unit of Comparison

The unit of comparison selected depends on the appraisal problem and nature of the property and is intended to explain or mirror market behavior. The primary unit of comparison in the market and applied in this analysis is price per gross acre.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location and (7) physical characteristics.

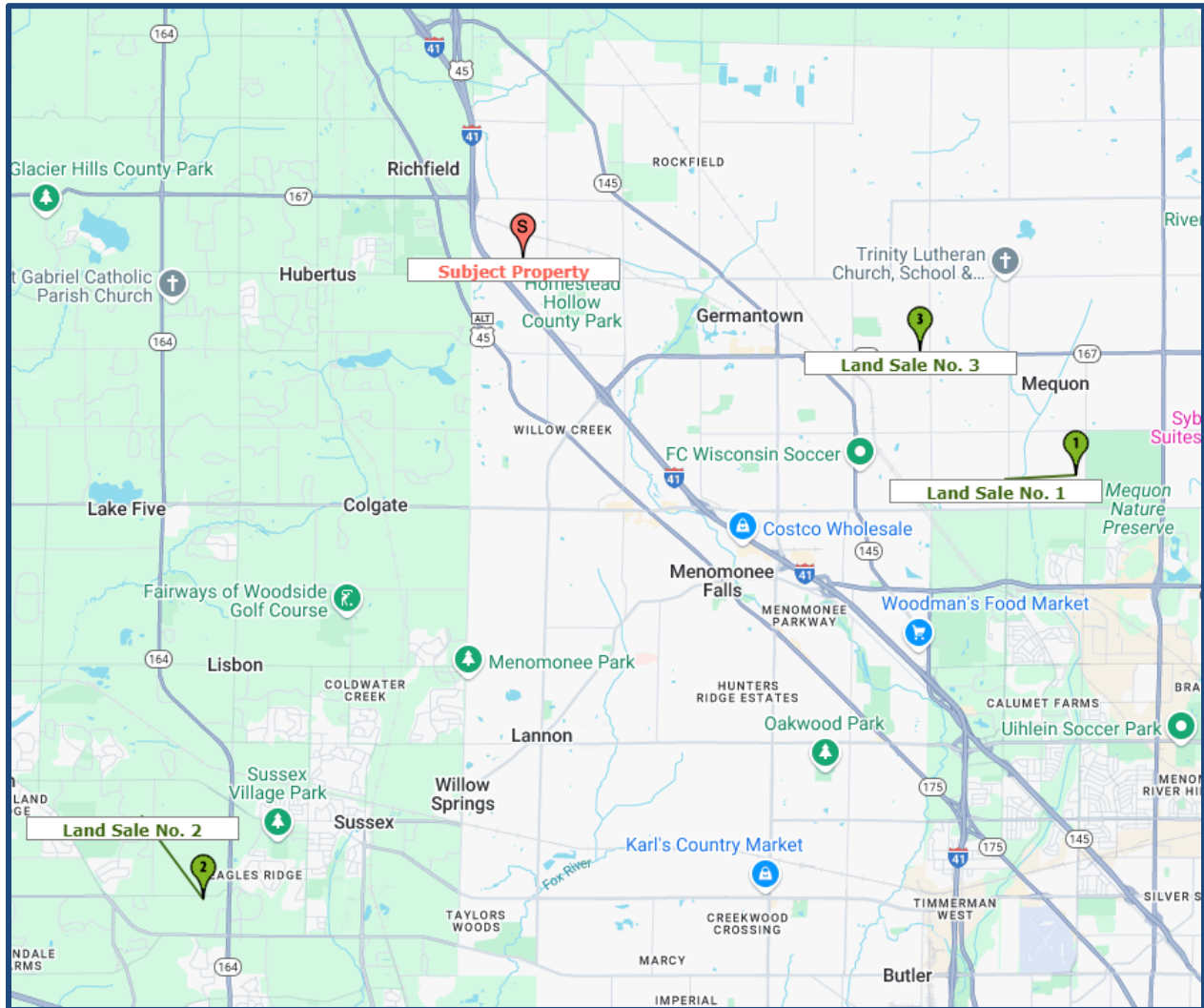
Comparable Sales Data

The market was studied to identify sales and listings of comparable properties with a focus on those that appeal to the most probable buyer of the subject site. These properties typically have similar locations and physical characteristics. Of these transactions, sufficient sales data was available for the following sale comparables, which were analyzed to estimate a unit value for the subject property. The following table summarizes the sale comparables utilized and a map illustrating the location of each in relation to the subject property follows. Details of each comparable follow the location map.

Land Sales Summary

Comp. No.	Date of Sale	Location	Zoning	Sales Price Actual
1	January-23	N. Swan Road	Mequon, WI	Res \$1,900,000
2	July-22	Richmond Road	Sussex, WI	Rs-3 \$1,625,000
3	May-22	NWC of Mequon & Wasaukee Rds	Germantown, WI	A-2 \$525,000

COMPARABLE SALES MAP



LAND COMPARABLE 1

Property Identification

Property Name	Swan Road Land Mequon
Address	N. Swan Road
City County State Zip	Mequon, Ozaukee County, Wisconsin 53097
MSA	Milwaukee-Waukesha
Tax ID	140320400000
VPA Property/Sale ID	11375635/1697517

Transaction Data

Sale Status	Closed
Sale Date	January 18, 2023
Grantor/Seller	Linda B. Johnston, F/K/A Linda C. Bratt
Grantee/Buyer	MK/S-EP, LLC
Recording Number	1145304
Property Rights	Fee Simple
Financing	Conventional
Conditions of Sale	Typical
Days on Market	240
Sales Price	\$1,900,000
Adjusted Sales Price	\$1,900,000

Adjusted Sales Price Indicators

Price per Gross Acre	\$21,384
Price per Gross SF	\$.49
Price per Usable Acre	\$21,384
Price per Usable SF	\$.49

Verification

Confirmed By	Russell Cooper & Matthew Gehrke
Confirmation Source	WDOR, MLS



Property Description

Gross Land Area	88.850 Acres/3,870,306 SF
Usable Land Area	88.850 Acres/3,870,306 SF
Frontage Feet	2,650
Street Access	Via N. Swan Road
Visibility	Average
Corner/Interior	Interior
Shape	Mostly rectangular
Topography	Level
Utilities	E, T, G, (water and sewer in subdivision west)
Flood Hazard Zone	Zone X
Zoning Code	Res

Remarks

Sale of an 88.85-acre agricultural parcel comprised of mostly tillable land located to the west of N. Swan Road in the City of Mequon. The property is located to the south and east of a 240-unit single-family subdivision, where sewer and water services are located nearest. The property was purchased by an entity controlled by Mike Kaerek of Kaerek Homes and the intended use is for single-family subdivision development; the Swan Ridge Farms subdivision that was developed on this land includes 83 single-family home lots.

LAND COMPARABLE 2

Property Identification

Property Name	Redford Hills
Address	Richmond Road
City County State Zip	Sussex, Waukesha County, Wisconsin 53089
MSA	Milwaukee-Waukesha
Tax ID	SUXV0273998006 & SUXV0273999015
VPA Property/Sale ID	11325869/1653053

Transaction Data

Sale Status	Closed
Sale Date	July 8, 2022
Grantor/Seller	Equity Trust Company and Sussex Corporate Park II, LLC
Grantee/Buyer	Redford Hills, LLC
Recording Number	4677942 & 4677941
Property Rights	Fee Simple
Financing	Conventional
Conditions of Sale	Typical
Sales Price	\$1,625,000
Adjusted Sales Price	\$1,625,000

Adjusted Sales Price Indicators

Price per Gross Acre	\$39,868
Price per Gross SF	\$.92
Price per Usable Acre	\$46,709
Price per Usable SF	\$1.07

Verification

Confirmed By	Robert R. Gustafson & Matthew Gehrke
Confirmation Source	Village records and WDOR



Property Description

Gross Land Area	40.760 Acres/1,775,506 SF
Usable Land Area	34.790 Acres/1,515,452 SF
No. of Lots	45
Proposed Units	45
Density (Units/Acre)	1.10
Visibility	Average
Corner/Interior	Mid-Block
Shape	Irregular
Topography	Varies
Utilities	S,W,G,E,T
Zoning Code	Rs-3 Residential

Remarks

Sale of slightly over 40 acres located to the south of Richmond Road in the Village of Sussex. The property was purchased for the development of the 45-lot Redford Hills Subdivision in July of 2022. The village board approved a preliminary plat for the subdivision on April 26, 2022. The average lot size is around 24,000 square feet and the subdivision will feature a public trail that connects to business Drive in the New Highlands Business Park development. Additionally, the development features more than 10 acres of open green space.

LAND COMPARABLE 3

Property Identification

Address	NWC of Mequon Road and Wasaukee Road
City County State Zip	Germantown, Washington County, Wisconsin 53022
MSA	Milwaukee-Waukesha
Tax ID	GTNV 244977
VPA Property/Sale ID	11476266/1777285

Transaction Data

Sale Status	Closed
Sale Date	May 9, 2022
Grantor/Seller	Archdiocese of Milwaukee
Grantee/Buyer	Paradise Road Farms LLC
Recording Number	1560927
Property Rights	Fee Simple
Financing	Conventional
Conditions of Sale	Typical
Sales Price	\$525,000
Adjusted Sales Price	\$525,000

Adjusted Sales Price Indicators

Price per Gross Acre	\$30,720
Price per Gross SF	\$.71
Price per Usable Acre	\$30,720
Price per Usable SF	\$.71

Verification

Confirmed By	Matthew Gehrke
Confirmation Source	DOR, Washington County, OM & Other Sources



Property Description

Gross Land Area	17.090 Acres/744,440 SF
Usable Land Area	17.090 Acres/744,440 SF
Street Access	Average
Visibility	Average
Corner/Interior	Corner
Shape	Rectangular
Utilities	All are near-by (see comments)
Zoning Code	A-2 Agricultural District

Remarks

This is a rectangular parcel that is located within the far eastern portion of Germantown, at the northwest corner of Mequon Road and Wasaukee Road. Traffic counts are at 9,800 AADT along Mequon Road and 6,400 AADT along Wasaukee Road.

This property is zoned Agricultural and has a future land use plan designation of "Friedenfeld Neighborhood." This neighborhood is located within the Sewer Service Area, however public water and sewer utilities have not been extended to this neighborhood (they are reported to be approximately one-quarter of a mile from the subject). The land use plan has a residential focus; however there are commercial and/or industrial/business park properties near-by. Furthermore, the listing broker noted the commercial development potential in their marketing materials.

Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, a negative adjustment was applied. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, and (4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed influence sales prices and must be considered when analyzing a sale comparable. The property rights appraised reflect the fee simple interest. All of the sale comparables conveyed the same interest; therefore, no adjustments were required.

Sale 1
no adjustment
Sale 2
no adjustment
Sale 3
no adjustment

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the sale comparables involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustments for this category were required.

Sale 1
no adjustment
Sale 2
no adjustment
Sale 3
no adjustment

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price,

which usually reflects the upper limit of value. No adjustments for atypical conditions or for-sale listings were warranted.

Sale 1
no adjustment
Sale 2
no adjustment
Sale 3
no adjustment

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison. The parties to these transactions did not anticipate expenditures were required immediately after purchase; therefore, no adjustments were warranted.

Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

Discussions with market participants and a review of market data indicated overall market conditions for vacant land properties have been improving with recent transactions confirming this trend. An annual adjustment factor of 6.00% was applied to each comparable to account for changes in market conditions. This is a higher than average rate that has been seen during the past few years. Moving forward it appears more likely that this rate will drop closer to historical averages near 3.0%.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments. The reasoning for the property adjustments made to each sale comparable follows. The discussion analyzes each adjustment category deemed applicable to the subject property.

Location

Location adjustments may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, proximity to major thoroughfares, proximity to employment centers and amenities, neighboring properties, and accessibility.

The subject site is sufficiently similar overall to Sales 1 and 3 whereas no net location adjustments are needed to these sales. Sale 2 has a superior location that requires a downward adjustment.

Sale 1
no adjustment
Sale 2
a downward adjustment of 10.0%
Sale 3
no adjustment

Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale."

The subject site consists of 40.000 acres and the comparables range from 17.090 to 88.850 acres, resulting in adjustments ranging from -10.0% to 25.0%.

Sale 1
an upward adjustment of 25.0%
Sale 2
no adjustment
Sale 3
a downward adjustment of 10.0%

Functional Utility

The subject is a somewhat long and narrow site that contains some wetlands, environmental corridors and flood plain hazard land; however these areas don't comprise too large of a portion of the subject. Overall, no net adjustments were needed to Sales 1 and 3. Sale 2 was required to transfer land to the municipality to obtain approvals and has more challenging topography, thus requiring an upward adjustment to this sale.

Sale 1
no adjustment
Sale 2
an upward adjustment of 5.0%
Sale 3
no adjustment

Utilities

The subject site did not have public utilities at the site line as of the date of value, they were approximately one-quarter of a mile to the east of the subject. Sales 1 and 2 had superior access to utilities, thus requiring downward adjustments to these two sales.

Sale 1
a downward adjustment of 10.0%
Sale 2
a downward adjustment of 10.0%
Sale 3
no adjustment

Zoning / Future Land Use Designation

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports such adjustment.

The subject site is zoned Agricultural District with a Highway Interchange Area (HIA) District Overlay. However, the subject has a future land use plan designation that would allow a mix of uses, including industrial and residential. The comparables are sufficiently similar where no adjustments are applied.

Sale 1
no adjustment
Sale 2
no adjustment
Sale 3
no adjustment

Summary of Adjustments

A summary of the adjustments made to the sale comparables is presented in the following table:

LAND SALES ADJUSTMENT GRID

Subject		Sale # 1	Sale # 2	Sale # 3
Sale ID		1697517	1653053	1777285
Date of Value & Sale	September-24	January-23	July-22	May-22
Unadjusted Sales Price		\$1,900,000	\$1,625,000	\$525,000
Gross Acres	40.000	88.850	40.760	17.090
Unadjusted Sales Price per Gross Acre		\$21,384	\$39,868	\$30,720
Transactional Adjustments				
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjusted Sales Price		\$21,384	\$39,868	\$30,720
Financing Terms	<i>Cash to Seller</i>	<i>Conventional</i>	<i>Conventional</i>	<i>Conventional</i>
Adjusted Sales Price		\$21,384	\$39,868	\$30,720
Conditions of Sale	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>
Adjusted Sales Price		\$21,384	\$39,868	\$30,720
Expenditures after Sale				
Adjusted Sales Price		\$21,384	\$39,868	\$30,720
Market Conditions Adjustments				
Elapsed Time from Date of Value		<i>1.65 years</i>	<i>2.18 years</i>	<i>2.35 years</i>
Market Trend Through	September-24	9.9%	13.1%	14.1%
Analyzed Sales Price		\$23,501	\$45,084	\$35,042
Physical Adjustments				
Location	<i>N120 W20860 Freistadt Road</i>	<i>N. Swan Road</i>	<i>Richmond Road</i>	<i>NWC of Mequon Road and Wasaukee Road</i>
	<i>Germantown, Wisconsin</i>	<i>Mequon, Wisconsin</i>	<i>Sussex, Wisconsin</i>	<i>Germantown, Wisconsin</i>
Adjustment		-	-10.0%	-
Size	<i>40.000 acres</i>	<i>88.850 acres</i>	<i>40.760 acres</i>	<i>17.090 acres</i>
Adjustment		25.0%	-	-10.0%
Functional Utility	<i>See Comments</i>	<i>See Comments</i>	<i>See Comments</i>	<i>See Comments</i>
Adjustment		-	5.0%	-
Utilities	<i>See Comments</i>	<i>See Comments</i>	<i>See Comments</i>	<i>See Comments</i>
Adjustment		-10.0%	-10.0%	-
Zoning/Land Use	<i>See Comments</i>	<i>See Comments</i>	<i>See Comments</i>	<i>See Comments</i>
Adjustment		-	-	-
Net Physical Adjustment		15.0%	-15.0%	-10.0%
Adjusted Sales Price per Gross Acre		\$27,026	\$38,322	\$31,538

Conclusion

The land comparables were adjusted based on pertinent elements of comparison with the unadjusted and adjusted unit sales prices presented in the following table:

Land Sale Statistics

Metric	Unadjusted	Analyzed	Adjusted
Min. Sales Price per Gross Acre	\$21,384	\$23,501	\$27,026
Max. Sales Price per Gross Acre	\$39,868	\$45,084	\$38,322
Median Sales Price per Gross Acre	\$30,720	\$35,042	\$31,538
Mean Sales Price per Gross Acre	\$30,657	\$34,542	\$32,295

All three primary sales have been considered. Additionally, the November 2023 sale of the subject and some secondary sales have also been considered. This information is presented within the following subsections.

Prior Sale of Subject Property

The subject property sold in November 2023, approximately 10 months prior to the effective date of value, for \$1,200,000.

Dan Scardino, the President of Point Real Estate represented the buyer in this transaction and stated that the \$1,200,000 sale was an arm's length transaction. Furthermore, the Village of Richfield appraisal quotes Mr. Scardino as stating that the "sale price was not impacted by the announcement of the project, which had occurred in July of 2023."

At the time of sale, the subject contained building improvements that had a negative contributing value. Mr. Scardino reported that following the sale approximately \$75,000 was spent on removing the improvements. Therefore, the base adjusted "as if vacant" sale price is \$1,275,000 or \$31,875 per acre. Furthermore, after applying the market conditions adjustment, which is an upward adjustment of 5% (10/12 months x 6% per year), the adjusted subject sale price to be considered is \$33,469 per acre.

Secondary Sales

While only three primary sales, as well as the sale of the subject, were directly considered and adjusted, we considered an assortment of other sales. The following is a summary of three additional sales that are each located in Germantown. These are considered secondary sales, mainly as a result of their date of sale.

SUMMARY OF SECONDARY GERMANTOWN LAND SALES

Location	Gross Acres	Date of Sale	Total Sale Price	Per Acre Sale Price
Freistadt Road, Germantown	90.40	June-21	\$2,095,800	\$23,184
Reverse Ln & Division Rd, Germantown	30.65	May-21	\$1,760,000	\$57,423
Pleasant View Drive, Germantown	20.94	April-21	\$489,000	\$23,352

Conclusion of Before Land Value

The primary sales presented an adjusted average sale price of \$32,295 per acre. However, the recent sale of the subject property indicated a slightly higher market value. All considered, our before the taking conclusion of the subject's market value was between \$32,000 and \$35,000 per acre, with a point estimate of \$33,500 per acre. Based on this analysis, the land value indication is summarized as follows:

Land Value Conclusion - Before Scenario

Reasonable Adjusted Comparable Range

40.000 acres	x	\$32,000 per acre =	\$1,280,000
40.000 acres	x	\$35,000 per acre =	\$1,400,000

Market Value Opinion

40.000 acres	x	\$33,500 per acre =	\$1,340,000
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Fee Taking

The proposed taking involves only a fee acquisition, it does not include a permanent limited easement (PLE) nor temporary limited easement (TLE). Therefore, when future utility and road work takes place, it is understood that it will occur entirely within the 100 wide taking (or would require an additional/separate acquisition in the future).

Direct Damages

The proposed fee taking involves the eastern most 100 feet of the southern subject parcel, as well as a 100 foot wide taking that starts at the southeastern portion of the northern parcel, before turning west-northwest about midway through the northern subject parcel. This is shown on the following two pages. The centerline of the easement is identified, from which 50 feet on both sides constitutes the 100 foot wide taking (both are shown on the exhibits). The fee taking will involve 247,678 square feet of land, or 5.686 acres.

As a result of the acquisition the remainder will be 34.314 acres. The following table summarizes the acquisition, as well as the before and after sizes of the subject.

SUMMARY OF SUBJECT BEFORE SIZE, ACQUISITION SIZE & AFTER SIZE

Location	Tax Key #	Land Area Before Taking	Taking	Land Area After Taking
Northern	GTW 184989	20.000 acres	2.963 acres	17.037 acres
Southern	GTW 184992	20.000 acres	2.723 acres	17.277 acres
Total		40.000 acres	5.686 acres	34.314 acres

The resulting lost value of the 5.686 acres is **\$190,478** (5.686 acres @ \$33,500/acre).

Severance Damages

Timing of Utility Improvements

Based on discussions/communications with the Village of Richfield Administrator and the Village of Richfield Attorney, the timing of the project is uncertain, and as a result the after scenario does not assume that the utilities are installed and a temporary road is in place. These improvements are anticipated to occur, but the timing is unknown. The after scenario is more accurately defined to include Germantown owning a 100 foot wide stretch of land that is planned for the future placement of utilities and a future road; but does not assume that the utilities (or even a temporary road) are in place in the after scenario (only that they are planned for). While a typical acquisition and project would include the assumed construction of the improvements for the after valuation scenario (as they are most often set to occur very shortly after the acquisition), the Village of Richfield is being clear that there is not currently an end-user in place for the utility project and as such they will not commence the project until there is.

If the utility and road improvements are constructed in the acquired land in the near future, the subject would benefit from these improvements in short order, which would be a positive to the subject property owner. However, if it does not occur for many years, the delay and uncertainty will be a detriment to the subject property owner. With the uncertain timing, the future development of the subject is much more speculative.

Development Challenges After the Taking

Before the taking the subject was not a "typical" or square 40 acre parcel, but was instead two "half 40's" that resulted in the north-to-south dimension of the subject being four times that of the east-to-west dimension. More specifically, the subject was 660 feet wide (east-to-west) and 2,640 feet long (north-to-south); a 4.000:1.000 ratio. After the taking most of the subject will be 560 feet wide (east-to-west) and 2,640 feet long (north-to-south, when considering the northern and southern most points); a 4.714:1.000 ratio. This is an increase of 17.86%.

Before the taking, the 40.000 acre subject site was contiguous. After the taking the subject will be bisected with approximately 10.114 acres to the north of the taking and approximately 24.200 acres to the south. While an easement will be provided for the subject property owner to cross the acquired land, therefore not creating an accessible landlocked site, the negative attributes of the subject being bisected, with a less desirable shape and uncertain future will nonetheless exist following the taking.

The future development is now effectively forced to wait for the Village of Richfield to complete the construction of their utility project and the Village of Germantown to construct the road in the acquired right-of-way. A separate development of the subject would not be both physically possible and financially feasible given the attributes of the subject in the after scenario. This is because only a highly inefficient layout could be developed on the subject prior to the utilities and roads being constructed in the acquired land. If the development of the subject were to move forward prior to the construction of those abutting improvements, duplicated efforts, and that would be inefficient, would result. It is Valbridge's opinion that the taking does not result in any Special Benefits to the subject property, given that the utilities and road improvements are not a part of the project (only the planning for them is) and more than only the subject benefits.

New development is located in the extended neighborhood, but as of the date of value, the subject would not be considered to be "the next" property located in the direct path of development. Given this, and the location of existing utilities one-quarter of a mile from the subject, a forced delay of the subject being developed as a result of the "Germantown/Richfield Street and Utility Project" would not be detrimental to the subject if it was only a short delay, such as for one to three years. However, if the forced delay was longer, then it would certainly be a detriment to the subject property. The Village of Richfield was unable to provide any indication on the timing of the project, as it is dependent on a development of different property occurring, for which there is no development plans currently in place. We have estimated a two year delay, pushing the utility project completion off from three years after the date of value to five years.

The PwC survey results included earlier in the report showed a range of discounts rates for land development of between 14.00% and 30.00% with an average of 19.13%. Given the attributes of the subject property and its neighborhood, it could be reasonable to utilize a discount rate at the lower end of this range; additionally, a price appreciation (land value increase) factor during the delay should be considered and would be partially offsetting. Given an assortment of considerations, a total

discount of 14% has been deemed most reasonable (this is the resulting spread from the development of the subject being delayed by two years (from three years out to five years out) and with an 11% net discount rate). The resulting after land value of the remainder is equal to \$28,810 per acre. The final spread in land value for the after subject property between \$33,500 per acre and \$28,810 per acre, is \$160,933 (\$33,500 per acre - \$28,810 per acre = \$4,690 per acre, x 34.314 acres = \$160,933).

Total Severance Damages

The total severance damages are **\$160,933**.

After Value

The total loss in value is \$351,410, which is the sum of \$190,478 and \$160,933 (the slight difference is to adding figures that are rounded to the nearest dollar). The resulting after value is therefore **\$988,590**.

After the Taking Value Calculation

Before Value:	
Land	\$1,340,000
<u>Improvements</u>	<u>\$0</u>
Total Before Value	\$1,340,000
 After Value Calculation:	
Fee Taking - Land	\$190,478
Fee Taking - Improvements	\$0
PLE Taking	\$0
<u>Severance Damages</u>	<u>\$160,933</u>
Total Acquisition	\$351,410
After Value	\$988,590

Reconciliation

To reach a final opinion of value, the reliability and relevance of each value indication was considered based upon the quality of the data and applicability of the assumptions underlying each approach. Given the availability and reliability of data within the Sales Comparison Approach, this approach was given primary weight in reconciling to the final value conclusion for the base land value. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None.

Hypothetical Conditions:

- The before valuation assumes that the proposed project has not been proposed. The after valuation scenario assumes the project has been completed.

Analysis of Recent Sale

The subject property sold in November 2023, approximately 10 months prior to the effective date of value, for \$1,200,000. Dan Scardino, the President of Point Real Estate, the sellers agent in the transaction, stated that the \$1,200,000 sale was an arm's length transaction. Furthermore, the Village of Richfield appraisal quotes Mr. Scardino as stating that the "sale price was not impacted by the announcement of the project, which had occurred in July of 2023."

At the time of sale, the subject contained building improvements that had a negative contributing value. Mr. Scardino reported that following the sale approximately \$75,000 was spent on removing the improvements. Therefore, the base adjusted "as if vacant" sale price is \$1,275,000 or \$31,875 per acre. Furthermore, after applying the +5% market conditions adjustment that was applied in the Sales Comparison Approach, the adjusted subject sale price is approximately \$1,338,800, which is extremely close to our final Before the taking market value conclusion.

Exposure Time and Marketing Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 12 months and 12 months, respectively, are considered reasonable and appropriate for the subject property.

Total Damages and Allocation

An appraisal completed under the Uniform Relocation Act requires a statement of value of the real property to be acquired and, for partial acquisition, a statement of the value of damages and benefits, if any, to the remaining property. In addition, Section 32.09, Wisconsin Statutes sets out standards which govern the determination of just compensation that includes an allocation of damages.

32.09 (6) In the case of a partial acquisition of property other than an easement, the compensation to be paid by the condemnor shall be the greater of either the fair market value of the property taken as of the date of evaluation or the sum determined by deducting from the fair market value of the whole property immediately before the date of evaluation, the fair market value of the remainder immediately after the date of evaluation, assuming the completion of the public improvement and giving effect, without allowance of offset for general benefits, and without restriction because of enumeration but without duplication, to the following:

- (a) Loss of land including improvements and fixtures actually taken.
- (b) Deprivation or restriction of existing right of access to highway from abutting land.
- (c) Loss of air rights.
- (d) Loss of a legal nonconforming use.
- (e) Damages resulting from actual severance of land.
- (f) Damages to property abutting on a highway right-of-way due to change of grade where accompanied by an acquisition of land.
- (g) Cost of fencing reasonably necessary to separate land taken from remainder of condemnee's land.

In determination of the compensation allocation below we have considered all compensable items under Wisconsin Statutes Chapter 32.09(6)(a-g). The Allocation of Damages chart summarizes the items acquired and the compensation due the owner as a result of the proposed acquisition:

Allocation of Damages	
Fee Taking of Land	\$190,478
Permanent Limited Easement (PLE)	\$0
Severance Damages	\$160,933
<u>Temporary Limited Easement (TLE)</u>	<u>\$0</u>
Total Damages Before Rounding	\$351,410
Rounding	<u>\$90</u>
Total Damages to Remainder	\$351,500

The damages are totaled and then rounded to avoid the appearance of over precision. Based on this analysis, the amount of compensation due the owner is concluded to be **\$351,500**.

Summary of Before and After the Acquisition Market Values & Total Compensation

The following table titled, Summary of Before and After Values & Total Compensation summarizes the appraisers' calculations.

Summary of Before and After Values & Total Compensation

Before Value	
Land	\$1,340,000
<u>Improvements</u>	<u>\$0</u>
Total Before Value	\$1,340,000
 Acquisition Allocation	
Fee Taking - Land	\$190,478
Fee Taking - Improvements	\$0
PLE Taking	\$0
<u>Severance Damages</u>	<u>\$160,933</u>
Total Acquisition	\$351,410
After Value	\$988,590
Total Acquisition (Fee Taking & Severance Damages)	\$351,410
PLE Compensation (No PLE taking)	\$0
TLE Compensation (No TLE)	\$0
<u>Rounding</u>	<u>\$90</u>
Total Compensation (Damages)	\$351,500

Based on this analysis, the subject has an estimated market value in its before condition of \$1,340,000. The market value of the subject in the after condition, assuming the acquisition has been completed, is \$988,590. The allocation process is used to determine the amount of severance and other damages and benefits. As previously indicated in the Purpose of the Appraisal, the Wisconsin Statutes state that the property owner is entitled to just compensation; therefore, the compensation due to the owner of the acquisition as of September 11, 2024 is **\$351,500**.

General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Milwaukee will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Milwaukee is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Milwaukee and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Milwaukee.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

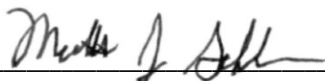
28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Milwaukee both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Milwaukee and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Milwaukee or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Milwaukee for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Milwaukee shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Milwaukee. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Milwaukee and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Milwaukee harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Milwaukee in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Vitale Realty Advisors, LLC dba Valbridge Property Advisors | Milwaukee. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

Certification – Matthew Gehrke, MAI

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I performed no appraisal, or any other services, that involved the subject property within the three-year period immediately preceding acceptance of this assignment.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I completed an inspection of the subject property on September 11, 2024.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



Matthew J. Gehrke, MAI

Director

Wisconsin License #1234-10

License Expires 12-14-2025

mgehrke@valbridge.com

Additional Certificate of Appraisers

I certify that, to the best of my knowledge and belief, the statements contained in this appraisal report are true and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions herein set forth:

This appraisal has been made in conformity with appropriate Wisconsin Statutes, Regulations, Policies and Procedures applicable to the appraisal of right of way. To the best of my knowledge, no portion of the value assigned to this property consists of items, which are non-compensable under Wisconsin laws.

The statements contained in this report are true and correct. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Neither my compensation nor employment is contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a simulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal. Any decrease or increase in the market value of the real property prior to the date of valuation caused by the public improvement for which this property is to be acquired, or by the likelihood that this property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining compensation for this property.

I have not performed a previous appraisal of the subject property within the five years prior to this assignment.

The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Appraisal Practice.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the "Relocation Assistance and Real Property Acquisition Policy Act of 1970."

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

No one provided significant real property appraisal assistance to the persons signing this certification.

I have not given consideration to nor included in this appraisal any relocation assistance benefits.

Matthew J. Gehrke, MAI conducted an inspection of the subject property on September 11, 2024.

As of the date of this report I have completed the continuing education program of the Appraisal Institute.

It is my opinion that as of September 11, 2024 the total loss in market value to the property herein described is: **\$351,500.**

Respectfully submitted,
Valbridge Property Advisors | Milwaukee



Matthew J. Gehrke, MAI
Director
Wisconsin License #1234-10
License Expires 12-14-2025
mgehrke@valbridge.com

Addenda

Additional Subject Photographs

Glossary

Qualifications

- Matthew J. Gehrke, MAI - Director

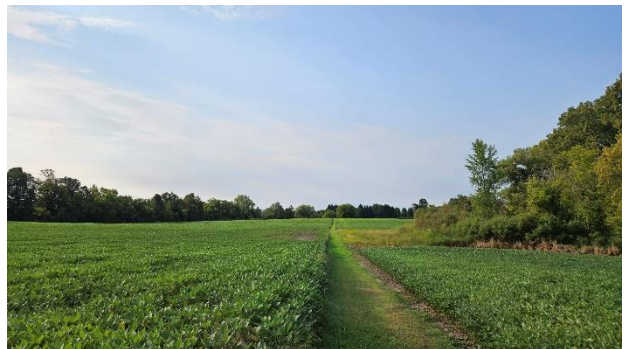
Information on Valbridge Property Advisors

Office Locations

Additional Subject Photographs



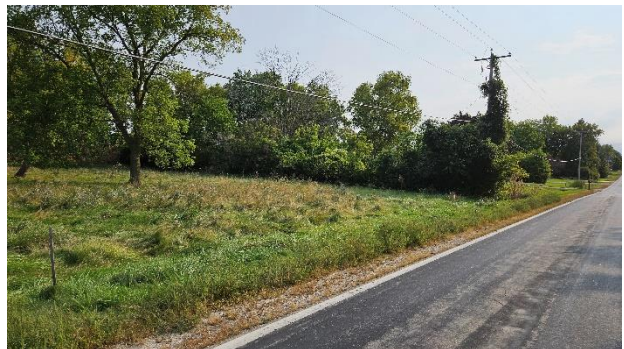
Photographs of the northern most subject field.



Photographs taken near the central portion of the subject property.



Photographs of the portion of the subject that previously contained building improvements.



Photographs of the subject that focus on the proposed taking area.

Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 7th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the “as is” phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an “as is” value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants but that are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of

a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction. (Dictionary)

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center’s common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, [amenities,] and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

An attached, detached, or stacked unit within or attached to a structure with common areas that are held as tenants in common (an undivided interest) with other owners in the project. The units can be residential, commercial, industrial, or parking spaces or boat docks. These units are commonly defined by state laws in their locations. Because units can be stacked on top of other units, these units can be defined both vertically and horizontally. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called *deprival value* in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI \div I_m$), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation;
3. Both the buyer and seller are acting prudently and knowledgeably;
4. The seller is under compulsion to sell;
5. The buyer is typically motivated;
6. Both parties are acting in what they consider to be their best interests;
7. An adequate marketing effort will be made during the exposure time;
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and

9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (Dictionary)

Double Net (Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net lease is defined as a lease in which the tenant is responsible to pay both property taxes and premiums for insuring the building(s). (Valbridge)

(The market definition of a double net lease varies depending on the market)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

1. The date on which the appraisal opinion applies. (SVP)
2. The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as dates of value. (USPAP, 2020-2021 ed.)
3. The date that a lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings.

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain

facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1. The time a property remains on the market.
2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021 ed.)

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of

tenants on that floor. In essence, floor common area represents all of the area on the floor that is common to that respective floor with the exception of those areas that penetrate through the floor, such as the elevator shaft and stairwell. The significant point to be made is that floor common area is not part of the tenant's usable area. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

Gross Building Area (GBA)

1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Sellout Value (Sum of the Retail Values)

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sale prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

1. A condition that is presumed to be true when it is known to be false. (SVP)

2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

Insurable Value (Replacement Cost for Insurance Purposes)

The estimated cost, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design, and layout for insurance coverage purposes guaranteeing that damaged property is replaced with new property (i.e., depreciation is not deducted). (Dictionary)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)
2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest (Leasehold Estate)

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

See also Positive Leasehold and Negative Leasehold.

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market under all the conditions requisite to a fair lease transaction, the lessee and the lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;

3. Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
4. The rent reflects specified terms and conditions, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, and tenant improvements (TIs). (Appraisal Institute)

Market Value

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary; 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

Master Lease

1. A lease in which a part or the entire property is leased to a single entity (the master lessee) in return for a stipulated rent. The master lessee then subleases the property to multiple tenants.
2. The first lease in a sandwich lease. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (*TOE/EGI*); the complement of the net income ratio, i.e., $OER = 1 - NIR$ (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common or easement. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Percentage Lease

A lease in which the rent or some portion of the rent represents a specified percentage of the volume of business, productivity, or use achieved by the tenant. (Dictionary)

Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is

frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make that claim junior, or subordinate, to the claims of another party. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

TPO

Thermoplastic polyolefin, a resilient synthetic roof covering.

Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *net net net lease*, or *fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary)
2. Formerly used in valuation practice as a synonym for *contributory value* or *use value*. (Dictionary)

VTAB (Value of the Total Assets of a Business)

The total amount that the real property, tangible personal property, and intangible property assets of a business would sell for in an asset-based transaction. (Dictionary)

Qualifications



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PROPERTY ADVISORS

**INDEPENDENT VALUATIONS FOR
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MATTHEW J. GEHRKE, MAI
Valbridge Property Advisors | Milwaukee
mgehrke@valbridge.com

12660 W. North Avenue
Brookfield, WI 53005

Direct: 262-782-7798
Cell: 262-510-7873

STATE CERTIFICATIONS

Wisconsin
Michigan

EDUCATION

Bachelor of Business Administration
University of Wisconsin - Whitewater

www.valbridge.com

Matthew J. Gehrke, MAI

Director

Valbridge Property Advisors | Milwaukee

DESIGNATIONS

- MAI – Appraisal Institute, Member (2013)

PROFESSIONAL MEMBERSHIPS / SERVICE

- Appraisal Institute, 2000-present.
- Board of Review - Lisbon, 2007-2015 & 2017-present.
- (TID) Joint Review Board - Lisbon, 2018-present.
- Town of Lisbon Chairman, 2009-2015.
- Plan Commission - Lisbon, 2007-2015.
- Appraisal Institute Board of Directors for Wisconsin Chapter, 2011-2013.
- Town of Lisbon Supervisor, 2007-2009.
- Board of Review - Menomonee Falls, 2003-2005.
- Real Estate Broker Licensee - Wisconsin, 1999-2002.

EXPERIENCE

Valbridge Property Advisors | Milwaukee

- Director, 2020 – Present

Moegenburg Research

- Senior Appraiser, 2000 – 2020

Keefe Real Estate, Commercial Division

- Assistant, 1999 – 2000

Appraisal/Valuation and consulting assignments include: a wide variety of property types and markets. Property types include, vacant land, office, retail, industrial, multi-family and special use properties.

Extensive expertise with the valuation of vacant land, including agricultural land, developable commercial land and subdivision analysis. Experience in providing litigation support services including property assessment/tax appraisals. Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) qualified.

Clients served include financial institutions, banks, insurance companies, corporations, government agencies, developers, attorneys and individuals.



INDEPENDENT VALUATIONS FOR A VARIABLE WORLD



MATTHEW J. GEHRKE, MAI
Valbridge Property Advisors | Milwaukee
mgehrke@valbridge.com

12660 W. North Avenue
Brookfield, WI 53005

Direct: 262-782-7798
Cell: 262-510-7873

STATE CERTIFICATIONS

Wisconsin
Michigan

EDUCATION

Bachelor of Business Administration
University of Wisconsin - Whitewater

www.valbridge.com

Matthew J. Gehrke, MAI

Director

Valbridge Property Advisors | Milwaukee

CERTIFICATIONS





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FAST FACTS

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PROPERTY ADVISORS

VALBRIDGE PROPERTY ADVISORS OFFICE LOCATIONS

ALABAMA

26241 Equity Dr., Ste. 101
Daphne, AL 36526
(251) 929-9090

4245 Balmoral Dr. SW, Unit #201
Huntsville, AL 35801
(256) 210-1555

4732 Woodmere Blvd.
Montgomery, AL 36106
(334) 277-5077

CALIFORNIA

3160 Crow Canyon Pl.
San Ramon, CA 94583
(925) 327-1660

825 Colorado Blvd., Ste. 201
Los Angeles, CA 90041
(626) 486-9327

17822 17th St., Ste. 211
Tustin, CA 92780
(714) 449-0852

775 Sunrise Ave., Ste. 260
Roseville, CA 95661
(916) 361-2509

1530 The Alameda, Ste. 100
San Jose, CA 95126
(408) 279-1520

COLORADO

5345 Arapahoe Ave., Ste. 6
Boulder, CO 80303
(303) 867-1935

FLORIDA

301 Almeria Ave., Ste. 350
Coral Gables, FL 33134
(305) 639-8029

3780 Burns Rd., Ste. 4
Palm Beach Gardens, FL 33410
(561) 833-5331

3033 Riviera Dr., Ste. 106
Naples, FL 34103
(239) 514-4646

IDAHO

3910 S. Yellowstone Hwy., Ste. B5
Idaho Falls, ID 83402
(208) 534-5505

1875 N. Lakewood Dr., Ste. 100
Coeur d'Alene, ID 83814
(208) 292-2965

ILLINOIS

566 W. Lake St., Ste. 240
Chicago, IL 60661
(312) 429-0132

INDIANA

6801 Lake Plaza Dr., Ste. C-301
Indianapolis, IN 46220
(317) 687-2747

KANSAS

10990 Quivira Rd., Ste. 100
Overland Park, KS 66210
(913) 451-1451

KENTUCKY

1890 Star Shoot Pkwy.
Lexington, KY 40509
(502) 585-3651

KENTUCKY (CONT'D)

9401 Williamsburg Plaza, Ste. 204
Louisville, KY 40222
(502) 585-3651

MARYLAND

11100 Dovedale Ct.
Marriottsville, MD 21104
(443) 333-5525

MASSACHUSETTS

260 Bear Hill Rd., Ste. 106
Waltham, MA 02451
(781) 790-5645

MICHIGAN

1420 Washington Blvd.
Detroit, MI 48226
(313) 986-3313

2127 University Park Dr.
Okemos, MI 48864
(517) 336-0001

MINNESOTA

1515 Central Pkwy., Ste. 120
Eagan, MN 55121
(651) 370-1475

MISSISSIPPI

1010 Ford St.
Gulfport, MS 39507
(228) 604-1900

224 Avalon Cir.
Brandon, MS 39047
(601) 853-0736

501 Highway 12 W., Ste. 150-M
Starkville, MS 39759
(662) 617-2350

VALBRIDGE PROPERTY ADVISORS

Phone: (239) 325-8234 | Fax: (239) 325-8356

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valbridge.com

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MISSOURI

1118 Hampton Ave., Ste. 208
St. Louis, MO 63139
(314) 255-1323

NEVADA

3034 S. Durango Dr., Ste. 100
Las Vegas, NV 89117
(702) 242-9369

1575 Delucchi Ln., Ste. 209
Reno, NV 89502
(775) 204-4100

NEW MEXICO

7301 Indian School Rd. NE, Ste. A
Albuquerque, NM 87110
(505) 884-4721

NORTH CAROLINA

5950 Fairview Rd., Ste. 405
Charlotte, NC 28210
(704) 376-5400

NORTH DAKOTA

118 Broadway N., Ste. 509
Fargo, ND 58091
(701) 289-1676

OHIO

8298 Clough Pike, Ste. 1
Cincinnati, OH 45244
(513) 785-0820

OKLAHOMA

6666 S. Sheridan Rd., Ste. 104
Tulsa, OK 74133
(918) 712-9992

3121 Quail Springs Pkwy., Ste. 150
Oklahoma City, OK 73134
(405) 603-1553

PENNSYLVANIA

900 West Valley Rd., Ste. 503
Wayne, PA 19087
(215) 545-1900

4701 Baptist Rd., Ste. 304
Pittsburgh, PA 15227
(412) 881-6080

SOUTH CAROLINA

1250 Fairmont Ave.
Mt. Pleasant, SC 29464
(843) 884-1266

11 Cleveland Ct.
Greenville, SC 29607
(864) 233-6277

920 Bay St., Ste. 26
Beaufort, SC 29902
(843) 884-1266

TENNESSEE

3500 Ringgold Rd., Ste. 3
Chattanooga, TN 37412
(423) 206-2677

213 Fox Rd.
Knoxville, TN 37922
(865) 522-2424

756 Ridge Lake Blvd., Ste. 225
Memphis, TN 38120
(901) 753-6977

5205 Maryland Way, Ste. 202
Brentwood, TN 37027
(615) 369-0670

TEXAS

901 Mopac Expy. S., Bldg. 1, Ste. 300
Austin, TX 78746
(737) 242-8585

10210 North Central Expy., Ste. 115
Dallas, TX 75231
(214) 446-1611

974 Campbell Rd., Ste. 204
Houston, TX 77024
(713) 467-5858

2731 81st St.
Lubbock, TX 79423
(806) 744-1188

9901 IH-10 West, Ste. 1035
San Antonio, TX 78230
(210) 227-6229

UTAH

527 E. Pioneer Rd., Ste. 240
Draper, UT 84020
(801) 262-3388

20 North Main St.
St. George, UT 84770
(435) 773-6300

321 N. County Blvd., Ste. D
American Fork, UT 84003
(801) 492-0000

VIRGINIA

656 Independence Pkwy., Ste. 220
Chesapeake, VA 23320
(757) 410-1222

1231 Alverser Dr.
Midlothian, VA 23113
(757) 345-0010

5107 Center St., Ste. 2B
Williamsburg, VA 23188
(757) 345-0010

WASHINGTON

8378 W. Grandridge Blvd., Ste. 110-D
Kennewick, WA 99336
(509) 221-1540

324 N. Mullan Rd.
Spokane Valley, WA 99206
(509) 747-0999

WISCONSIN

12660 W. North Ave.
Brookfield, WI 53005
(262) 782-7990

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BUSINESS OF THE VILLAGE BOARD

MEETING DATE: April 7, 2025

PLACEMENT: Action Item

ITEM TITLE: Meridian Germantown LLP v. Village of Germantown, Case Nos. 23-CV-426 and 24-CV-781. The Village Board may convene 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 involved and then reconvene in open session to take such action as it deems appropriate.

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

At the previous direction of the Village Board, staff engaged Attorney Jason Gehring from Kasdorf to represent the Village in a claim by Meridain Germantown LLP regarding the assessed value used to calculate their property taxes. Attorney Kasdorf and I engaged in mediation with the representative of Meridian Germantown LLP. As a result of the mediation process, they have agreed to the attached settlement agreement. Under the agreement, they would receive no refund for the 2023 tax year and a refund of \$2,694.65 for the 2024 tax year. Also under the agreement, they will not object to the 2025 tax year assessment if the assessed value is not greater than \$17,500,000. The estimated costs to take this claim to court is \$50,000 to \$60,000.

Wis. Stat. § 19.85(1)(g) authorizes the Village Board to convene in closed session 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 reconvene in open session to take such action as it deems appropriate. In this case, the Board is being asked to accept the proposed settlement agreement. If the Board desires to accept the recommendation to accept the agreement, it can do so without going into closed session. If the Board has questions about the litigation strategy which resulted in, and may bear upon, the proposed settlement, it would be appropriate to enter closed session to discuss that litigation strategy so as to avoid disclosing the strategy to third parties including the Plaintiff in the lawsuit. Similarly, if the Board desires to discuss alternative settlement offers, this would also justify the Board going into closed session.

ATTACHMENT:

1. Settlement Agreement (03016940)

STAFF RECOMMENDATION:

A motion to accept the proposed settlement agreement.

In the alternative, the Village Board may enter into closed session to discuss this claim, if needed, which would be accomplished with a motion to convene 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 involved.

ACTION BY Committee:

SETTLEMENT AGREEMENT

This Agreement is between Wal-Mart Real Estate Business Trust (“Wal-Mart”), a Delaware statutory trust organized and existing under the laws of the State of Delaware and registered and authorized to conduct business in the State of Wisconsin, and the Village of Germantown, Wisconsin (“Village”), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

The “Property” means the land and improvements located at W190N9855 Appleton Avenue, Tax Parcel No. GTNV-324960, within the Village.

“Cases” mean the actions pending in the circuit court for Washington County, Wisconsin titled *Meridian Germantown, LLP c/o Wal-Mart Stores, Inc. v. Village of Germantown*, Case No. 23-CV-426 and *Meridian Germantown, LLP c/o Wal-Mart Stores, Inc. v. Village of Germantown*, Case No. 24-CV781.

“Court” means the Circuit Court of Washington County.

A “tax year” means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year

2. Walmart Right to Prosecute Case for Meridian Germantown LLC. Walmart represents that it is the tenant of the Property and warrants that for the 2023, 2024 and 2025 tax years it is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property. Walmart represents and warrants that it has the right to prosecute and resolve the Cases in the name of the owner of the Property Meridian Germantown LLC, including the right to dismiss the Cases as provided in paragraph 7.

3. Refund of Taxes. The Village shall issue a refund to MALLERY s.c. Trust Account, or to another account designated by Walmart in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$2,694.65 for 2024 as a refund of property taxes previously paid by or billed to Walmart based on the property tax assessments of the Property for the tax year 2024. The parties agree that no portion of this amount constitutes interest. No refund is being issued for the 2023 tax year.

4. 2025 Tax Year. Walmart agrees that if the 2025 tax year assessment of the Property reflects an assessed value that does not exceed \$17,500,000, then Walmart will not object to the 2025 tax year assessment at Board of Review or file a claim for refund for any taxes paid with respect to the 2025 tax year assessment of the Property.

5. Waiver of Costs. Each party waives all claims for costs.

6. Time of Payment for Refund 2024 Refund. The Village shall pay the refund of taxes for the 2024 tax year, as provided in Section 3 of this Agreement, within 30 days of the dismissal of the pending case in circuit court.

7. Stipulations for Dismissal. No later than ten days after Walmart receives the payment of the refund of taxes for the 2024 tax year, as provided in Section 3 of this Agreement, the parties shall (a) enter into stipulations, signed by their respective attorneys, for the dismissal of the Cases (including, but not limited to, all claims asserted in the Complaint in the Cases) on the merits, with prejudice, and without costs to either party; and (b) file the stipulations with the Court.

8. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

9. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

10. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

11. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

12. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Cases and serving the same on the other party.

13. Representation by Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

14. No Assignment or Transfer. Walmart represents and warrants that it has not assigned or transferred to anyone any of the claims in the Cases.

15. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Cases.

16. Use of this Agreement. This Agreement shall not be filed with the Court in the Cases or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any party in the Cases or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

17. No Admissions of Liability Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the Village does not admit any liability to Walmart or Meridian Germantown LLC for any of the claims asserted in the Cases or Walmart's/ Meridian Germantown LLC's objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2023, January 1, 2024, January 1, 2025 or any other date nor any other admission concerning the assessment of Meridian Germantown LLC's property. In addition, none of the agreed upon values or assessments as of January 1, 2023, January 1, 2024 or January 1, 2025 shall be admissible in any proceeding or assessment challenge in any subsequent year.

18. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

19. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

20. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

21. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

APPROVED AS TO FORM:

DATED: _____

MALLERY, S.C.
Attorneys for Plaintiff, Meridian Germantown, LLP
c/o Wal-Mart Stores, Inc.

By: _____

Christopher L. Strohbehn
State Bar No. 1041495
Russell J. Karnes
State Bar No. 1054982
Samantha Bailey
State Bar No. 1118995

DATED: _____

WAL-MART STORES, INC.

By: _____

Authorized Representative
Title: _____

APPROVED AS TO FORM:

DATED: _____

KASDORF, LEWIS & SWIETLIK, S.C.
Attorneys for Defendant, Village of Germantown

By: _____

Jason P. Gehring
State Bar No. 1061084

DATED: _____

VILLAGE OF GERMANTOWN

By: _____

Authorized Representative
Title: _____