

Village of



Germantown

MEETING: **REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE**

DATE & TIME: **Wednesday, September 2, 2026 at 5:30 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 #: **2555 672 0428** Password: **ZNmFyjsD343** which can be accessed by phone at 408-418-9388 or by logging on at: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mc28ed9f85300bb8f63267a15d2f40b55>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded Village Board Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **MEETING MINUTES:**
 - A. August 5, 2026 (ACTION)
- IV. **PUBLIC COMMENT:** *Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a four-minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments. Comments that may be injurious to village personnel or other individuals will not be allowed.*
- V. **UNFINISHED BUSINESS:**
- VI. **NEW BUSINESS:**
 - A. Presentation by Ruekert & Mielke 60% plan review Main Street and Old Farm Station, and capacity upgrades. (DISCUSSION)
 - B. A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for Lift Station Capacity Improvements -- Clean Water Fund Program WDNR. (ACTION)
 - C. Discussion of Road Reservation Abandonment Donges Bay Road west to I41 for Phase II of Division Rd. (DISCUSSION)
 - D. Consideration of a water rate increase. (ACTION)

- E. Consideration of a sewer rate increase. (ACTION)
- F. Vacation of Public Easement - Basic Metals. (ACTION)
- G. Acceptance of Revised CSM - Basic Metals. (ACTION)
- H. Award of a Professional Services contract with DB Sterlin for the Pleasant View Culvert Replacement and Road Reconstruction for an amount, including a 10% contingency, of \$58,124.00. (ACTION)
- I. Award a contract with Terracon for geotechnical services for Main St and Old Farm upgrades for an amount, including a 10% contingency, of \$18,535.00. (ACTION)
- J. Development Agreement with Cirrus Property Group for The Carillon at Germantown development. (ACTION)
- K. Consideration of restructuring the Public Works Department. (ACTION)

VII. DIRECTOR'S REPORT:

- A. September Director's Report (DISCUSSION)

VIII. NEXT MEETING DATE:

IX. ANNOUNCEMENTS:

X. 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 hereby given that a possible quorum of other boards, committees, and/or commissions 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:	REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Wednesday, August 5, 2026 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

I. CALL TO ORDER:

Chairperson Kaminski called the Public Works and Highways Committee meeting to order at 5:30PM.

II. ROLL CALL:

Present: Trustee Terri Kaminski, Trustee Robert Warren, Trustee Jan Miller, Trustee Jim Stout

Absent: None

Excused: None

III. MEETING MINUTES:

A. July 8, 2026

Motion: Approve as presented

Motioned By: Jan Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

IV. PUBLIC COMMENT:

None

V. UNFINISHED BUSINESS:

A. April storm update with speakers Mike Martin (Director of Technical Services, MMSD, Flooding, Sewers, and Home Resilience), Becky Specht (Urban Water Program Manager, MMSD, Flooding, Sewers, and Home Resilience), and Paul Backhaus (County Conservationist, Washington County, Pre-Disaster Resiliency Grant). (DISCUSSION)

DPW Director Tim Zimmerman introduced two speakers from MMSD as well as a speaker from Washington County named in the title of this item who spoke regarding the storms/flooding in August of 2025 and April of 2026.

Three citizens came up to the podium to ask questions and make comments:

Melanie Smythe of N140W17938 Cedar Ln spoke about the flooding.

Paul Spitz of N106W17085 Juniper Dr spoke about the flooding.
Kris Piwek of N106W17321 Wildflower Ln spoke about sewer level monitoring and the Jefferson Ditch.

VI. NEW BUSINESS:

- A. Consideration of a contract with M&M Tree Care not to exceed \$44,175.00 for the tree pruning project in and around Hawthorne Meadows and Cedar Hills subdivisions. (ACTION)

HPB&G Superintendent Scott Anderson provided information on this item.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: None

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

- B. Acceptance of Well 2 generator replacement. (ACTION)

DPW Director Tim Zimmerman gave information on this item.

Motion: Approve as presented

Motioned By: Jan Miller

Seconded By: Jim Stout

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

- C. Amendment to Section 11.08 of the Germantown Municipal Code relating to regulation of garbage and recyclable items. (ACTION)

DPW Director Tim Zimmerman explained this item.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Jan Miller

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

- D. Consideration of award of contract to C.W. Purpero, Inc. in a total amount including a 10% contingency of \$1,099,936.48 for the Pleasant View culvert replacement and Pleasant View reconstruction from Lovers Lane south to Freistadt Road ARIP. (ACTION)

DPW Director Tim Zimmerman gave information on this item.

Motion: Approve as presented

Motioned By: Jan Miller

Seconded By: Jim Stout

Yes: Terri Kaminski, Robert Warren, Jan Miller, Jim Stout

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

VII. DIRECTOR'S REPORT:

- A. August Director's Report

DPW Director Tim Zimmerman gave his August Director's report including updates on the 2026 Road Program projects and other updates within Public Works.

VIII. NEXT MEETING DATE:

The next Public Works and Highways Committee Meeting will be held on September 2, 2026 at 5:30PM.

IX. ANNOUNCEMENTS:

None

X. ADJOURNMENT:

Chairperson Kaminski adjourned the meeting at 7:46PM.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: No Action Information Only

ITEM TITLE: Presentation -Ruekert and Mielke 60% Plan Review Main Street and Old Farm Station and Capacity Upgrades

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

Dave Arnott will be presenting for Committee review 60% plans and specifications for the proposed upgrades to Main St. and Old Farm as well as an update on the Clean Water Fund Program application process.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___X___

RECOMMENDATION:

Information only.

COMMITTEE ACTION:

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Reimbursement Resolution – Clean Water Fund Program
WDNR

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

The attached resolution for the application for funding through the State CWFP for the upgrades to Main St. and Old Farm Pump stations and associated fore mains and engineering. The resolution states that the Village will fund the project internally until CWFP funds are obtained.

ATTACHMENT: ORDINANCE_____ RESOLUTION_X_____ OTHER_____

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of the Reimbursement Resolution

COMMITTEE ACTION:

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

RESOLUTION NO. ____-2026

A RESOLUTION DECLARING OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING
FOR LIFT STATION CAPACITY IMPROVEMENTS

WHEREAS, the Village of Germantown (Village), Wisconsin, is a municipally owned wastewater utility that is in need of improvements to capacity and operation of the Main Street and Old Farm Road Lift Station and Force Mains; and

WHEREAS, the Village is in the process of expanding capacity at the Main Street and Old Farm Road Lift Stations and Force Mains to accommodate existing and projected peak hour flow rates, replace aged equipment, and to improve operator health and safety; and

WHEREAS, the Village prepared a facilities plan for the project that is currently being reviewed by the Wisconsin Department of Natural Resources; and

WHEREAS, the Department of the Treasury has issued final regulations (Treas. Reg. Section 1.150-2) (the “Reimbursement Bond Regulations”) that, for the purpose of determining whether interest on certain obligations of a state or local government is excluded from gross income for federal income tax purposes, permit the use of the proceeds of tax-exempt obligations to reimburse capital expenditures made prior to the date such obligations are issued only if the state or local government, within 60 days of the date of expenditure, declares its official intent to reimburse the expenditure with proceeds of a borrowing; and

WHEREAS, the Village intends to involve applying for funding through the Clean Water Fund Program (CWFP). A major emphasis on the Project will be to solicit and obtain principal forgiveness for the project; and

WHEREAS, project planning, design, public bidding and construction-related services will proceed prior to the CWFP loan issuance and the Village wishes to declare the use of internal funds to temporarily fund costs of the Project until the CWFP loan is obtained, and

WHEREAS, the foregoing consists of the “Project”.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Germantown, Wisconsin, that:

1. Expenditures of Funds. The Village through its Board, shall make expenditures as needed from Village reserve funds to pay the cost of engineering and construction related services of the Project until the CWFP loan proceeds become available for Village reimbursement.

2. Declaration of Official Intent. The Village hereby officially declares its intent under Treasury Regulations, 26 CFR 1.150-2 to reimburse said expenditures with proceeds of the CWFP Financial Aid Agreement, the aggregate principal amount of debt for the Project is expected not to exceed \$16,000,000.

3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds, or are reasonably expected to be, reserved, allocated on long-term basis, or otherwise set aside by the Village pursuant to its budget or financial policies.

4. Public availability of Official Resolution. This Resolution shall be made available for inspection at the Village of Germantown Village Hall within 30 days after its approval in compliance with State law governing availability of records of official acts including Subchapter II of Chapter 19.

Adopted: _____ Vote: Ayes: _____ Nays: _____ Absent: _____

Robert A. Soderberg, Village President

ATTEST:

Donna Ott, Village Clerk

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Discussion Item

ITEM TITLE: Consideration of Road Reservation Abandonment – Donges Bay Rd. West to I41

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

As the Engineering Department works on the design for Phase II of Division Rd, we became aware of discussions between Former Village Engineer Driscoll, Director Mortwedt, and Wendland Nursery. The topics of discussion were discontinuation of the use of the concrete driveway at the existing house, land acquisition to access the Jefferson Ponds for maintenance purposes, installing a commercial size driveway cut north of the existing driveway for commercial use. No resolution was achieved prior to both their departures. Engineering staff and I met with the owners of Wendland Nursery to reengage discussions while in preliminary design. Wendland would like for the Village to vacate the Donges Bay Rd. west road reservation in exchange for the exact amount of square footage to be dedicated to the Village on the north property line for access to the Jefferson Ponds for future expansion and maintenance. In exchange for the ROW they would give up the driveway closest to the house and use the Donges Bay reservation as a ingress egress for customer traffic only. A commercial driveway access would be added to the west side of Division Rd. approximately 400' North of the Donges Bay Rd. intersection. This drive would be used for deliveries and other heavier traffic use.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

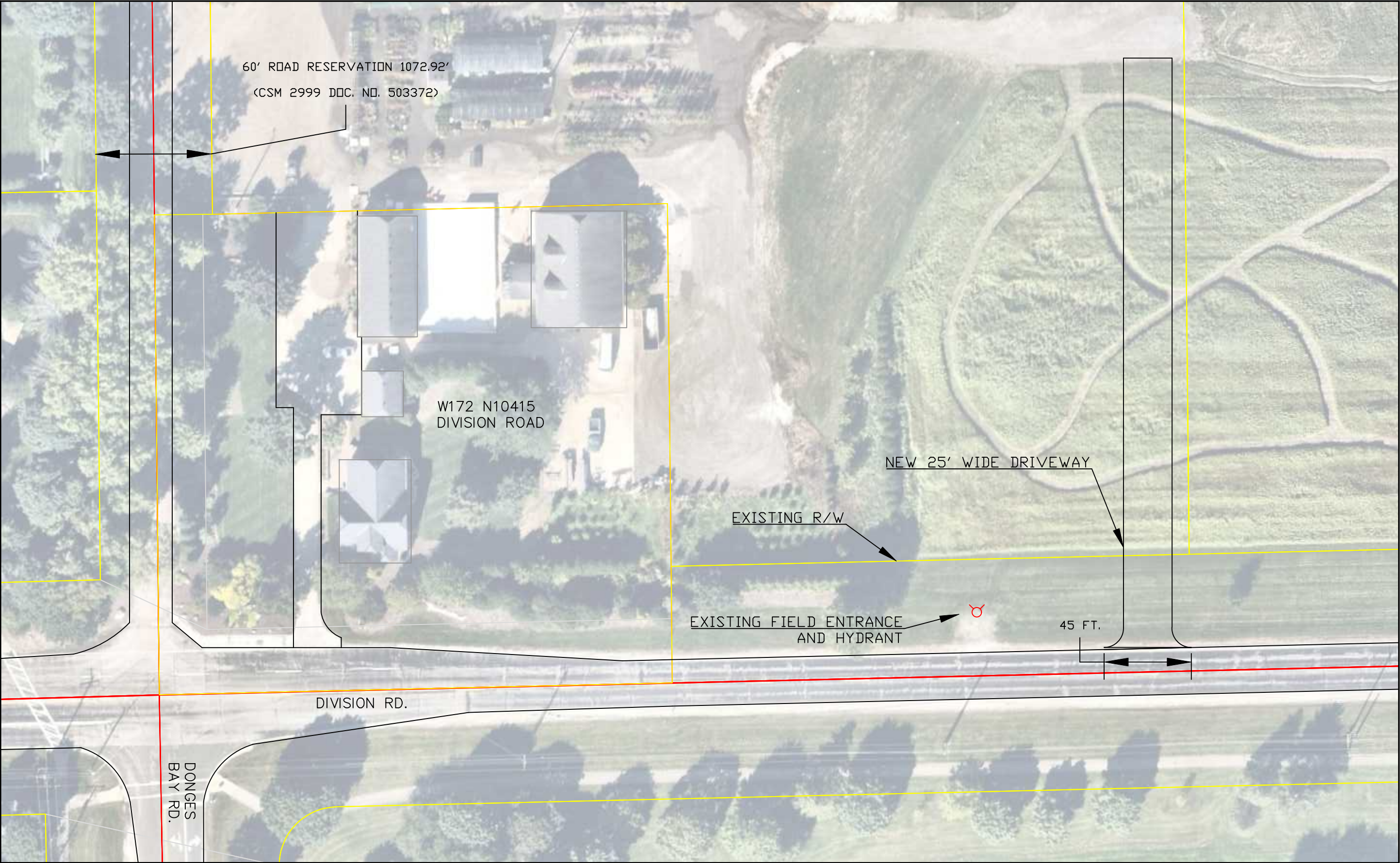
Staff is requesting input for the vacation of the road right of way, Land swap and Commercial Drive access so we can incorporate comments into design and begin the legal process required for the land Division.

COMMITTEE ACTION:

PHONE: 1-262-250-4720
FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



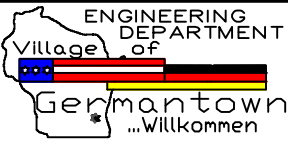
REVISION NO.	DESCRIPTION	DATE	BY	SURVEY BY	DATE
NO.				DRAWN BY JH	DATE 8/21/26
NO.				DESIGNED BY JH	DATE 8/21/26
NO.				REVIEWED BY	DATE
NO.					
NO.					

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DIVISION ROAD PHASE II
W172N10415 DIVISION RD DRIVEWAY

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE.
THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERE TO.

CADFILE: DIVISIONROAD_XSEC.DWG



PROJECT NUMBER
2501

SHEET NUMBER
1

PHONE: 1-262-250-4720
FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



REVISION NO.	DESCRIPTION	DATE	BY	SURVEY BY	DATE
NO.				DRAWN BY	DATE
NO.				JH	8/21/26
NO.				DESIGNED BY	DATE
NO.				JH	8/21/26
NO.				REVIEWED BY	DATE
NO.					

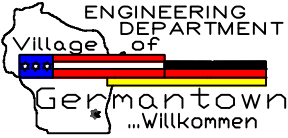
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DIVISION ROAD PHASE II
W112W17001 DIVISION RD

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE.

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CADFILE: DIVISIONROAD_XSEC.DWG



PROJECT NUMBER
2501

SHEET NUMBER
2

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Consideration of a Water Rate Increase

SUBMITTED BY: Lisa Davis – Director of Finance

SUMMARY EXPLANATION:

The Water Utility's last rate case allowed for an annual simplified rate increase up to 3% each of the next three years, Cash flow in the utility is still poor with only 30-day cash on hand. Recommendation is a full quarter of operating expenses as cash on hand. Requested rate increase would go into effect Q1 of 2027.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___X___

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of a 3% simplified rate increase to go into effect Q1 of 2027.

COMMITTEE ACTION:

Simplified Rate Case Application - Water Class AB

2210 - Germantown Water Utility

Note: this application is not officially submitted until it is uploaded to the Commission's Electronic Records Filing System.

Public Service Commission of Wisconsin

(filing this form out is in accordance with Wis.Stat196.193)

PO Box 7854

3011(1/1/2020)

Madison WI 53707-7854

Preparer Name: **Lisa Davis**

Preparer Phone Number: **262 250-4777**

Preparer Email Address: **ldavis@germantownwi.gov**

Date Application will be filed with the PSC: **10/20/2026**

Notice Date to be Mailed/Published: **09/30/2026**

Customer Notice Method: **Mailed to Customer**

Newspaper Name: **Not Applicable**

Rate Effective Date: **01/01/2027**

	Annual Report Information	Page	
1	Total Sales of Water	W-1	\$3,496,596
2	Rate Increase Factor		3.0%
3	Line 1 * Line 2		\$104,898
4	Net Operating Income (Operating Revenues - Operating Expenses)	W-1	-\$1,114,303
5	Adjusted Total Operating Income (Line 3 + Line 4)		-\$1,009,405
6	Average Net Rate Base - Water Utility	F-23	\$24,106,217
7	Line 5 / Line 6		-4.2%
8	Test 1 - Financial Eligibility Qualifies *		Yes
9	Adjusted Operating Income (Line 5)		
10	Total Operation & Maintenance (O&M) expense (600 and 900 accounts only)		
11	Line 9 / Line 10		
12	Test 2 - Financial Eligibility Qualifies **		

* Eligible if line 7 <= 6.40%

** Eligible if line 11 <= 6.0%

History Check

Effective Date of the Last Full Rate Case: **12/15/2024**

Rates from last full rate case have been in effect for at least one full calendar year and the current annual report has been filed. **Yes**

If Class AB, it has been 5 years or less since the last full rate case. **Yes**

Effective Date of the Last SRC: **12/15/2014**

Rates from the last SRC have been in effect for one year (12 months). **Yes**

Water Meter Rates

5/8" meter rate at the last full rate case: **21.00**

Current 5/8" meter rate: **21.00**

If Class C or D, current rate is less than 40% higher than the last full rate case. **NA**

5/8" meter rate percent increase since last full rate case: **0.00%**

Notice of Rate Increase

Water Customers of the Germantown Water Utility

This is to give you notice that the Germantown Water Utility will file an application on October 20, 2026, with the Public Service Commission of Wisconsin (PSC), for authority to increase water rates. Rates for general service will increase 3.0 percent. The increase is necessary to reduce the existing deficiency in present rates. The request is being made under Wis. Stat. 196.193. Rate increases granted under this statute do not require a public hearing. The effect of the increase for some selected customers is shown below. Public Fire Protection and Wholesale rates (if applicable) will also increase 3.0 percent.

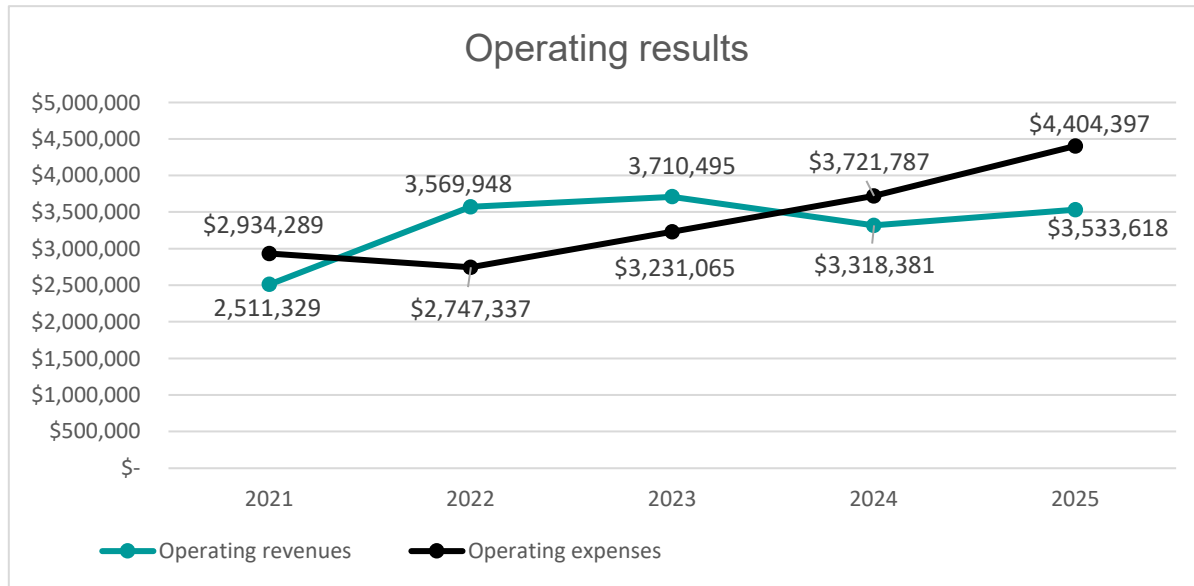
Customer Classification	Meter Size	Gallons	Existing Quarterly Rate	Revised Quarterly Rate
Average Residential	3/4	12,000	\$73.20	\$75.39
Large Residential	3/4	18,500	\$101.48	\$104.51
Multifamily	2	91,500	\$485.03	\$499.53
Commercial	1	58,000	\$285.30	\$293.83
Industrial	4	860,000	\$3,633.20	\$3,743.97

Germantown Water Utility anticipates that this rate increase will go into effect on January 1, 2027. If you have any questions about the rate increase request, call the Germantown Water Utility at (262) 250-4703.



Germantown Water Utility Operating Results

	Current Year	Prior Year
Actual Rate of Return	-4.62%	-2.01%
Authorized Rate of Return	4.90%	4.90%



Unrestricted Reserves

	2021	2022	2023	2024	2025
Year end balance	\$ 1,354,527	\$ 4,883,131	\$ 6,902,013	\$ 908,594	\$ 181,194
Months on hand	7.52	6.47	16.41	22.32	0.62

Debt Coverage

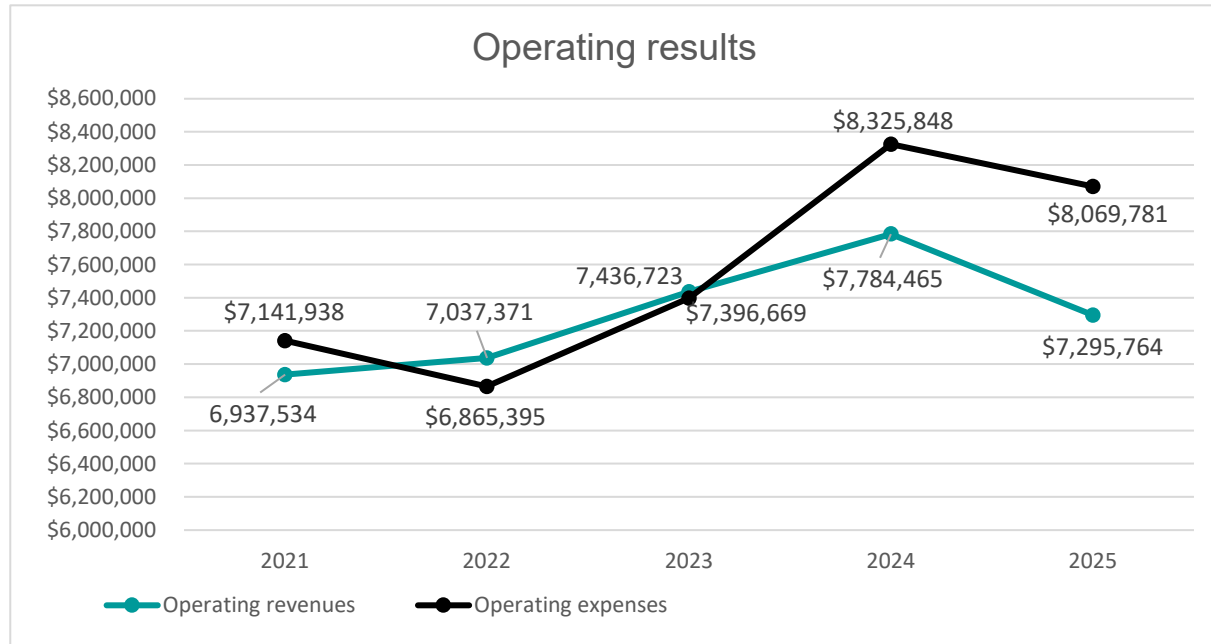
	2021	2022	2023	2024	2025
Actual	4.53	4.08	5.50	2.40	1.29
Required	1.25	1.25	1.25	1.25	1.25

Investment in Capital



Germantown Sewer Utility

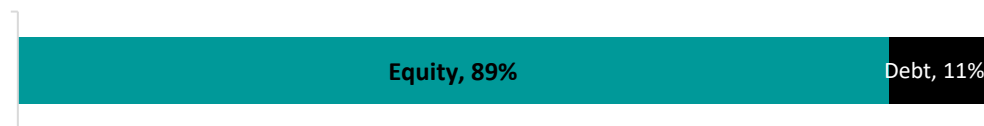
Operating Results



Unrestricted Reserves

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Year end balance	\$ 5,766,829	\$ 4,424,416	\$ 8,565,905	\$ 1,235,663	\$ 4,232,910
Months on hand	9.98	7.54	13.82	1.90	6.96

Investment in Capital

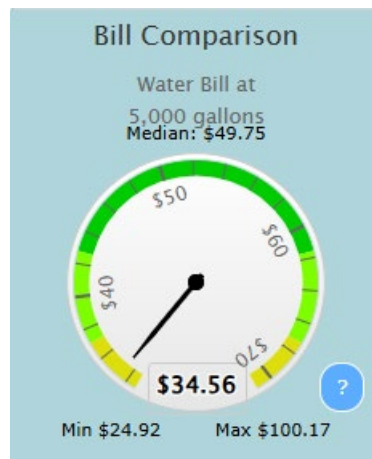


Utility Rate Adjustments

The Village of Germantown Village Administrator and Finance Director, in collaboration with the Dept of Public Works, seeks approval for a 3% increase in water fees, using the Public Service Commission simplified approach. In addition, we will implement a 3% increase in sewer fees beginning January 1, 2027.

Water Utility

We are aware of the recent increase in water fees, and unfortunately, the Village is still operating at a loss. The current rate of return is (4.2%). The operating loss in 2024 was \$400,000 and the operating loss in 2025 was \$870,000. Within a 25 mile radius, the Village of Germantown is still well below the median cost of water bill.



In addition, the guidance for Days Cash on Hand should exceed the billing period, 90 days for the Village of Germantown. Our Days Cash on Hand is currently 30.

Operating revenue should at least be enough to cover the cost of operations and depreciation, a ratio of 1.0. Our current Operating Ratio is .90.



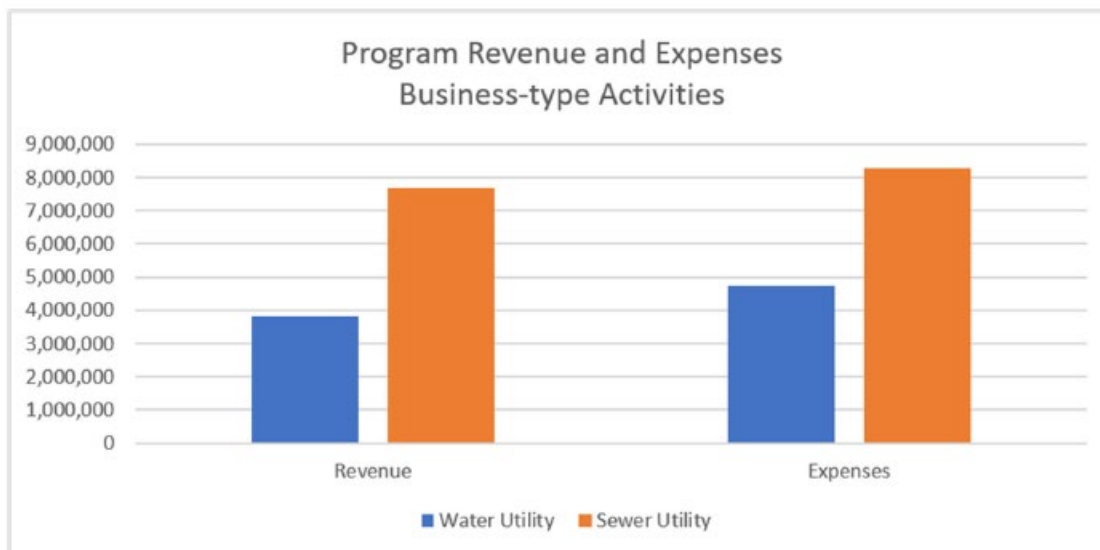
It is not in the best interest of the Village to wait until a Conventional Rate Case is again necessary before increasing rates. The rate case takes about 6-10 months to complete and is very expensive, with those costs calculated into the new rate for recovery. Using the 3% Simplified Rate increase approach is our best course of action to begin moving toward a position of financial stability and increasing our cash on hand.

The average increase will be \$8.76 per household per year.

Sanitary Sewer Utility

The Village maintains 110 miles of sewer main, with 5,943 customers. The village contracts with MMSD for treatment and their annual charge is the largest expense, accounting for 67.8% of the operating expenses. The 2025 operating loss was \$770,000, compared to \$540,000 in 2024. Total net position decreased by \$170,000, and the rate of return is (1.24%). The last rate increase was in 2024 and was insufficient in covering the rising costs.

A 3% increase to both fixed and usage fees will be an average of \$12.06 per household per year.



We appreciate your consideration of this request as we look to improve the financial health of the Village, with minimal impact to its residents.

Matt Trebatoski

Lisa Davis

Tim Zimmerman

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Consideration of a Sewer Rate Increase

SUBMITTED BY: Lisa Davis – Director of Finance

SUMMARY EXPLANATION:

The Sewer Utility's last rate increase was in 2024. The Utility is still operating at a loss due to the rising cost of treatment and capital attributed to the MMSD. The recommendation is for a 3% rate increase on both volumetric and fixed to go into effect Q1 of 2027. Impact on average would be \$3.02 per quarter or \$12.06 per year for an average household. Rate increase would improve cash flow, and excesses would build reserves in anticipation of significant future capital expenditures.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of a 3% rate increase to go into effect Q1 of 2027 for the Wastewater Utility.

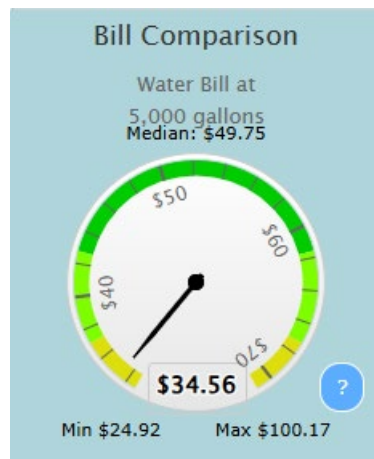
COMMITTEE ACTION:

Utility Rate Adjustments

The Village of Germantown Village Administrator and Finance Director, in collaboration with the Dept of Public Works, seeks approval for a 3% increase in water fees, using the Public Service Commission simplified approach. In addition, we will implement a 3% increase in sewer fees beginning January 1, 2027.

Water Utility

We are aware of the recent increase in water fees, and unfortunately, the Village is still operating at a loss. The current rate of return is (4.2%). The operating loss in 2024 was \$400,000 and the operating loss in 2025 was \$870,000. Within a 25 mile radius, the Village of Germantown is still well below the median cost of water bill.



In addition, the guidance for Days Cash on Hand should exceed the billing period, 90 days for the Village of Germantown. Our Days Cash on Hand is currently 30.

Operating revenue should at least be enough to cover the cost of operations and depreciation, a ratio of 1.0. Our current Operating Ratio is .90.



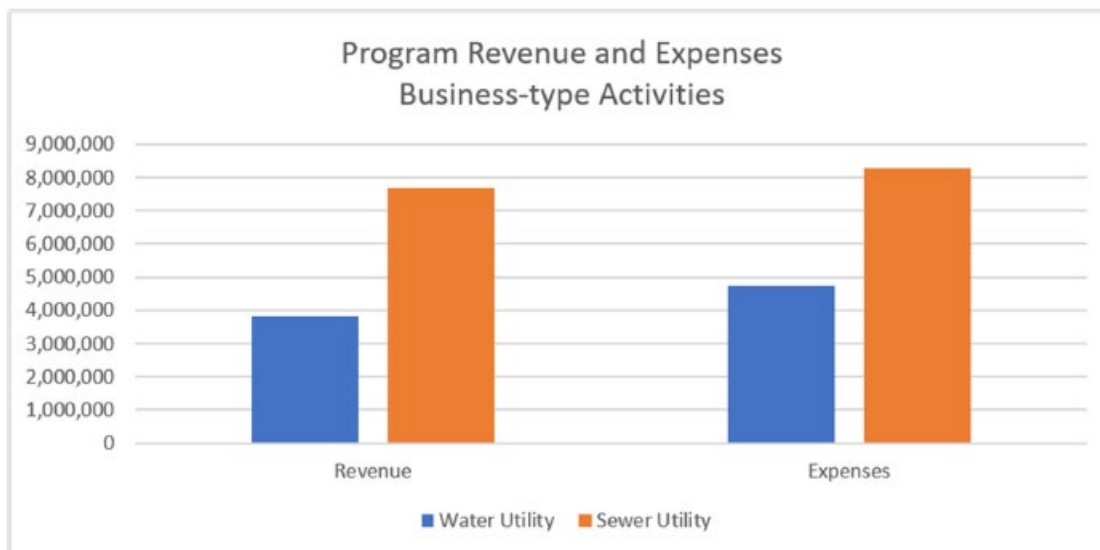
It is not in the best interest of the Village to wait until a Conventional Rate Case is again necessary before increasing rates. The rate case takes about 6-10 months to complete and is very expensive, with those costs calculated into the new rate for recovery. Using the 3% Simplified Rate increase approach is our best course of action to begin moving toward a position of financial stability and increasing our cash on hand.

The average increase will be \$8.76 per household per year.

Sanitary Sewer Utility

The Village maintains 110 miles of sewer main, with 5,943 customers. The village contracts with MMSD for treatment and their annual charge is the largest expense, accounting for 67.8% of the operating expenses. The 2025 operating loss was \$770,000, compared to \$540,000 in 2024. Total net position decreased by \$170,000, and the rate of return is (1.24%). The last rate increase was in 2024 and was insufficient in covering the rising costs.

A 3% increase to both fixed and usage fees will be an average of \$12.06 per household per year.



We appreciate your consideration of this request as we look to improve the financial health of the Village, with minimal impact to its residents.

Matt Trebatoski

Lisa Davis

Tim Zimmerman

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Vacation of Public Easement – Basic Metals

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

Basic Metals located at W180N11819 River Ln. is undergoing a building expansion project. As part of the expansion, on-site storm water management is required. The storm water that used to traverse the easement will now be captured and directed to the on-site system thus negating the need for the public drainage easement.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of the vacation of the public drainage easement at Basic Metals.

COMMITTEE ACTION:

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

Document Number	Release of Public Utility and Drainage Easement
-----------------	--

This space reserved for recording data:

This Release, is made and entered into this ____ Day of _____, 2026, by the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation of Washington County, Wisconsin.

Whereas, the Certified Survey Map No. 4387, recorded on September 12, 1994 in Volume 29, Page 106 as Document No. 677385 in the office of the Washington County Register of Deeds depicts a property located in that part of the Southeast Quarter (SE ¼) of the Northwest and Northeast Quarter (NW and NE ¼) of Section 21, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This document depicts and describes a 20’ wide Public Utility and Drainage Easement on sheet 1 of 4.

Whereas, said 20’ Public Utility and Drainage Easement is located upon the following described and depicted document: Certified Survey Map No. 4387, recorded on September 12, 1994 in Volume 29, Page 106 as Document No. 677385. See Exhibit A

Whereas, The Village of Germantown is desirous of releasing a portion of said 20’ Public Utility and Drainage Easement as defined and depicted on “Exhibit B”.

Now, Therefore, The Village of Germantown, a municipal corporation of Washington County, Wisconsin does hereby release the 20’ Public Utility and Drainage Easement as set forth above.

VILLAGE OF GERMANTOWN
RELEASED BY The Village of Germantown on _____, 2026
Date

Village President Date

Village Clerk Date

STATE OF _____

COUNTY OF _____

Personally came before me this ____ day of _____, 2026, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, My commission expires _____

EXHIBIT A

Certified Survey Map No. 4387,
recorded on September 12, 1994
in Volume 29, Page 106
as Document No. 677385

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF LANDS IN THE NE 1/4 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T 9 N, R 20 E, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

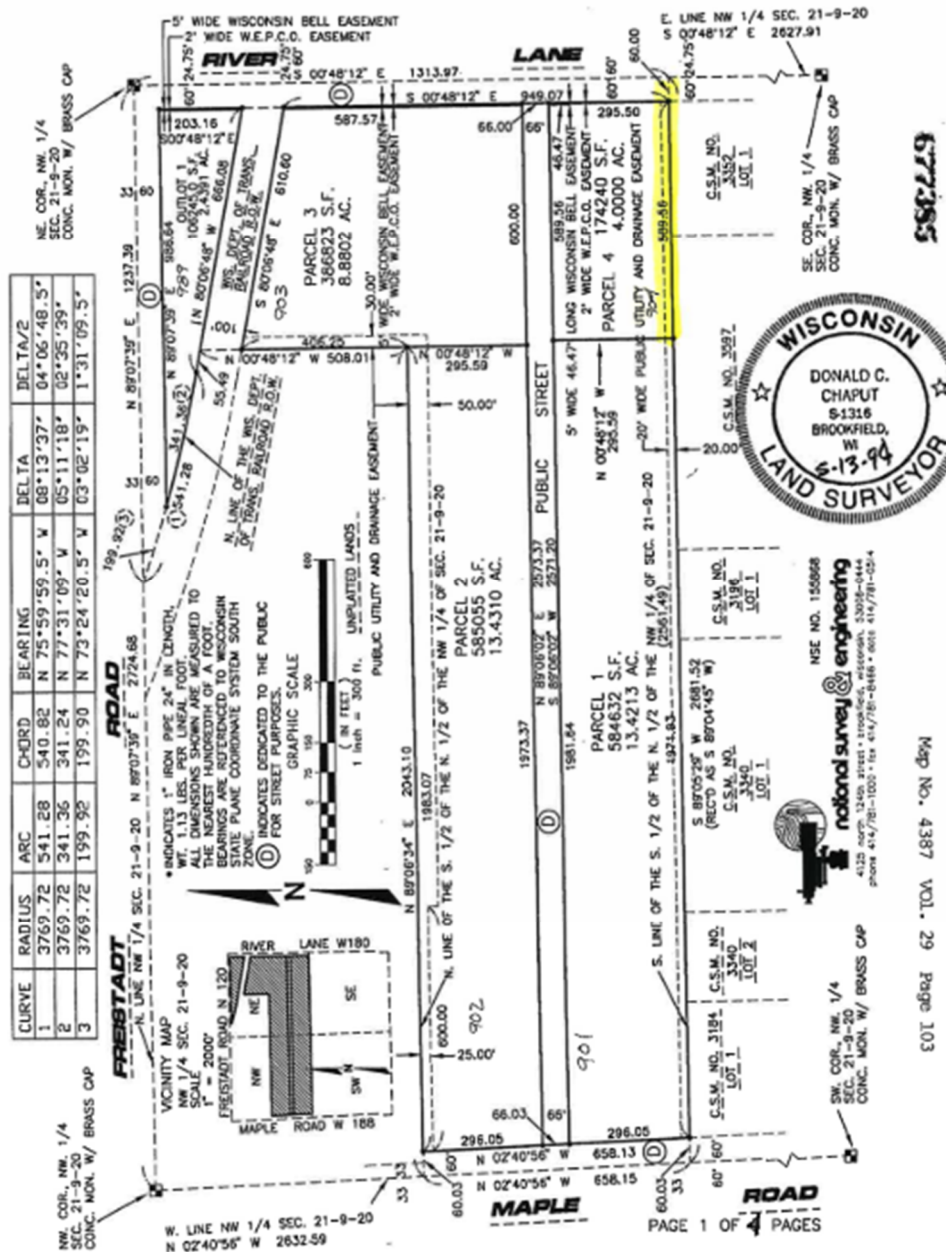
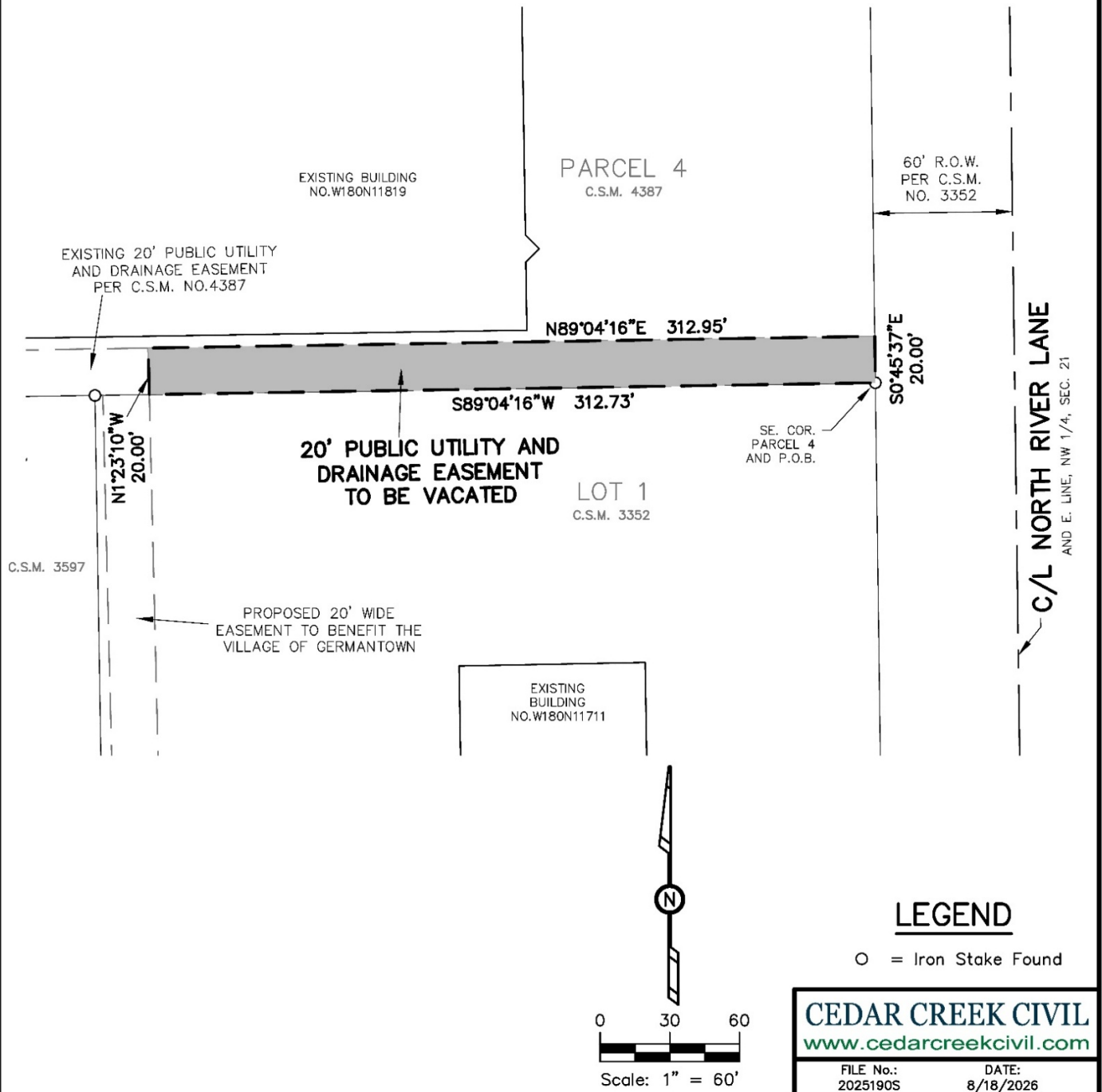


EXHIBIT "B"

Description of Portion to be Released:

Part of Parcel 4, Certified Survey Map Number 4387, being located in the Northeast 1/4 of the Northwest 1/4 of Section 21, T9N, R20E, Village of Germantown, Washington County, Wisconsin described as:

Commencing at the Southeast corner of said Parcel 4; thence S89°04'16"W 312.73 feet along the South line of said Parcel 4; thence N1°23'10"W 20.00 feet; thence N89°04'16"E 312.95 feet; thence S0°45'37"E 20.00 feet along the West right-of-way line of North River Lane to the point of beginning.



BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Acceptance of Revised CSM – Basic Metals

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

Basic Metals located at W180N11819 River Ln. is undergoing a building expansion project. As part of the expansion, they are combining both of their parcels into one parcel. The attached updated CSM reflects those changes as well as the vacated public drainage easement.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

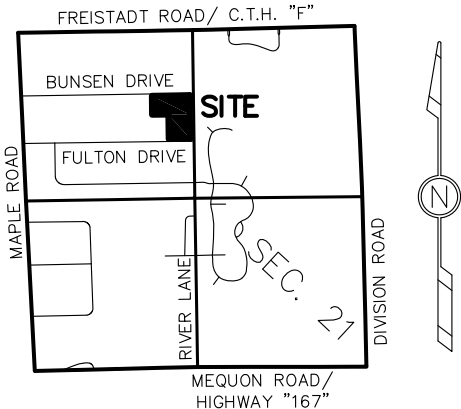
Staff requests the PWHC recommend to the Village Board approval of the updated CSM for Basic Metals.

COMMITTEE ACTION:

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

CERTIFIED SURVEY MAP

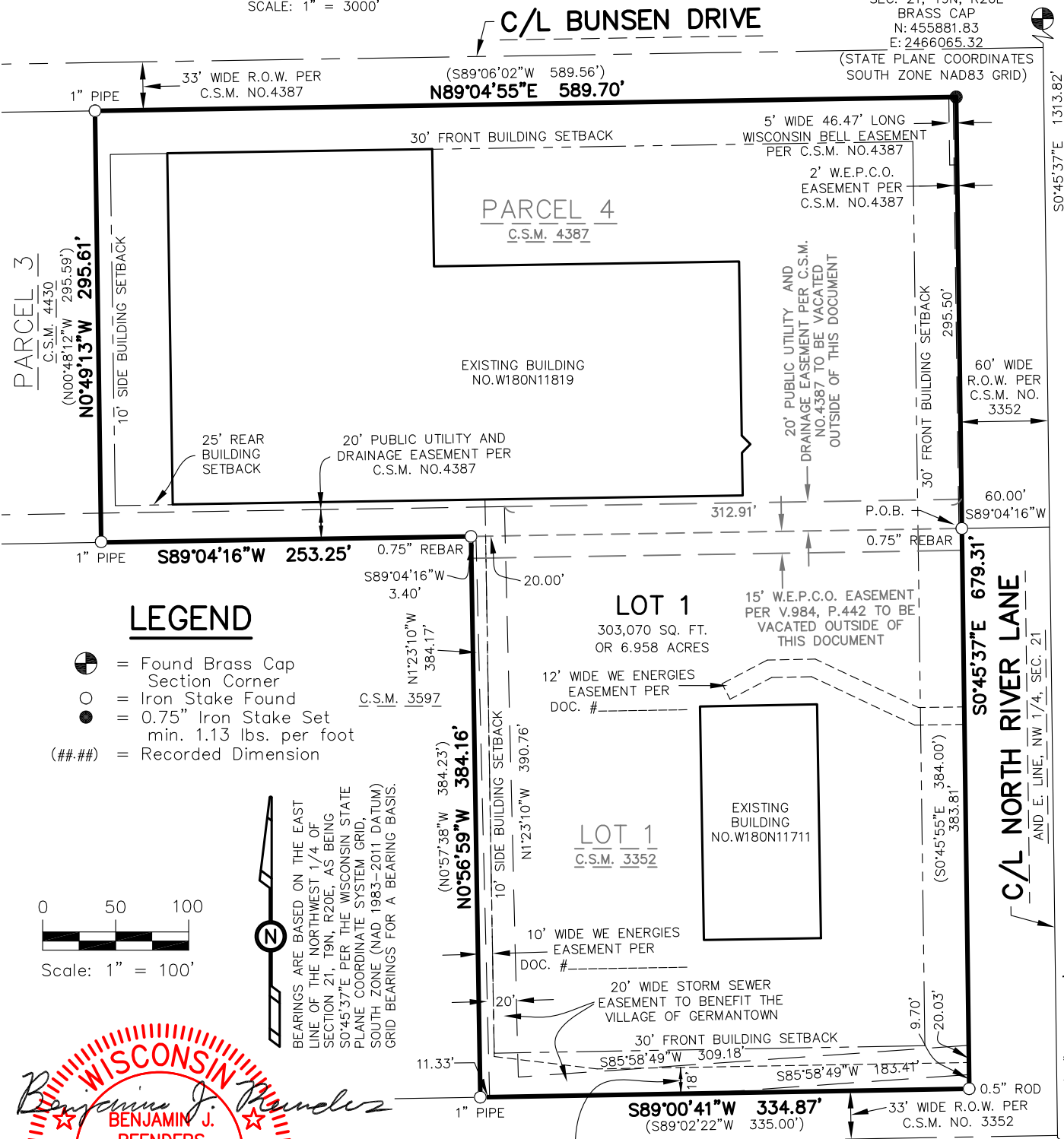
LOT 1 C.S.M. 3352 AND PARCEL 4 C.S.M. 4387, PART OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 21, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



LOCATION MAP

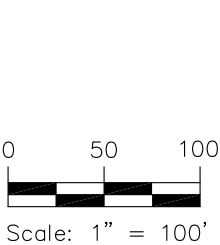
SCALE: 1" = 3000'

POINT OF COMMENCEMENT
N. 1/4 COR.
SEC. 21, T9N, R20E
BRASS CAP
N: 455881.83
E: 2466065.32
(STATE PLANE COORDINATES
SOUTH ZONE NAD83 GRID)



LEGEND

- = Found Brass Cap Section Corner
- = Iron Stake Found
- = 0.75" Iron Stake Set min. 1.13 lbs. per foot
- = Recorded Dimension

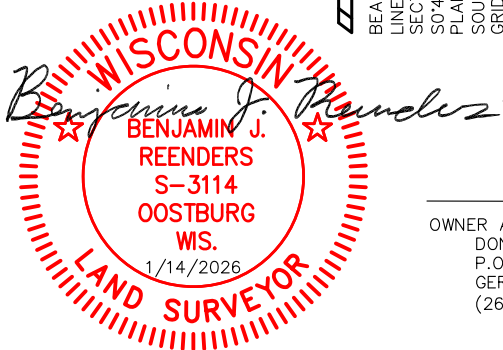


BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 21, T9N, R20E, AS BEING S04°5'37"E PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD 1983-2011 DATUM) GRID BEARINGS FOR A BEARING BASIS.

NOTES:

OWNER AND SUBDIVIDER:
DONTOF, LLC
P.O. BOX 757
GERMANTOWN, WI 53022
(262) 255-9034

18' WIDE WE ENERGIES
EASEMENT PER
DOC. #



This instrument was drafted by Benjamin J. Reenders.

CEDAR CREEK CIVIL
www.cedarcreekcivil.com

FILE No.:	DATE:	PAGE:
2025190S	1/14/2026	1 OF 3

CERTIFIED SURVEY MAP

LOT 1 C.S.M. 3352 AND PARCEL 4 C.S.M. 4387, PART OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 21, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Benjamin J. Reenders, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped Lot 1, Certified Survey Map Number 3352 and Parcel 4, Certified Survey Map Number 4387 being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

COMMENCING at the North 1/4 Corner of said Section 21; thence S0°45'37"E 1313.82 feet along the East line of said Northwest 1/4; thence S89°04'16"W 60.00 feet to the West right-of-way line of River Lane and the POINT OF BEGINNING of this description; thence S0°45'37"E 383.81 feet along said West right-of-way line; thence S89°00'41"W 334.87 feet along the North right-of-way line of Fulton Drive; thence N0°56'59"W 384.16 feet along the West line of said Lot 1; thence S89°04'16"W 253.25 feet along the South line of said Parcel 4; thence N0°49'13"W 295.61 feet along the West line of said Parcel 4; thence N89°04'55"E 589.70 feet along the South right-of-way line of Bunsen Drive; thence S0°45'37"E 295.50 feet along the West right-of-way line of River Lane to the point of beginning.

This parcel contains 303,070 square feet, or 6.958 acres.

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

That I have fully complied with provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulation of the Village of Germantown in surveying, dividing and mapping the same.

Benjamin J. Reenders Dated this 14th day of January, 2026
Benjamin J. Reenders PLS S-3114



This instrument was drafted by Benjamin J. Reenders.

CERTIFIED SURVEY MAP

LOT 1 C.S.M. 3352 AND PARCEL 4 C.S.M. 4387, PART OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 21, T9N, R20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

DONTOF, LLC as Owner, does hereby certify the they have caused the lands described herein to be surveyed, divided, mapped, and dedicated as represented on this map. DONTOF, LLC further certifies that this map is required by section 236.20 or 236.12 to be submitted to the following for approval or objection: Village of Germantown.

Managing Member

WITNESS the hand and seal of said Owner on this day of 2026.

STATE OF WISCONSIN)
WASHINGTON COUNTY) ss

PERSONALLY came before me on this day of , 2026
The signer is to me known to be the person who executed the foregoing certificate and acknowledged the same.

Notary Public My Commission Expires

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Planing Commission of the Village of Germantown on this day of , 2026.

Robert A. Soderberg, Chairman

Date

Deborah J. Remich, Secretary

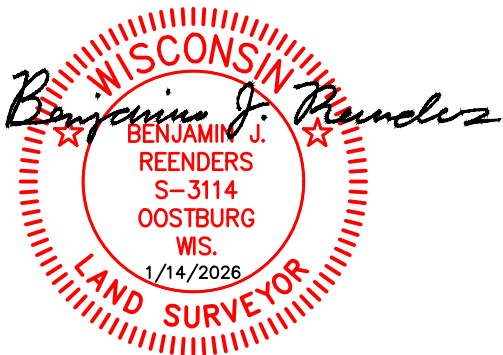
Date

VILLAGE OF GERMANTOWN BOARD APPROVAL

APPROVED by the Village of Germantown Village Board on this day of 2026.

Robert A. Soderberg, President

Donna Ott, Clerk



This instrument was drafted by Benjamin J. Reenders.



BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Professional Services Agreement – DB Sterlin - Pleasant View Culvert Replacement and Road Reconstruction

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

Construction inspection, staking, and contract administration for Pleasant View Drive culvert replacement and road reconstruction. This is an ARIP funded project with the Village responsible for 10% of the cost.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___X___

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of a Professional Services Agreement with DB Sterlin in the amount of \$52,840.00. and include a 10% contingency \$5,284.00 for the total amount of \$58,124.00. Funded in 40-5561000-531340 Asphalt Paving cost share 90% reimbursed by WDOT ARIP program.

COMMITTEE ACTION:

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

**Estimated Construction
Inspection Fee**

Culvert Replacement:

Task	Duration (Days)	Inspection (Hours)	Average Rate (\$140/hour)
Material Submittal Review / Approval	2	16	\$2,240
Erosion Control, Ditch Checks	1	8	\$1,120
Excavation, Dewatering	2	16	\$2,240
Remove Old Structure	2	16	\$2,240
Install Con Span Structure	10	80	\$11,200
Rip Rap	1	8	\$1,120
Structure Backfill Placement	2	16	\$2,240
Beam Guard Installation	2	16	\$2,240
	TOTAL (Est.)	176	\$24,640
Construction Staking - Set Control			\$1,500
Construction Staking - General			\$1,500
	GRAND TOTAL (Est.)		\$27,640

Estimated Construction Inspection Fee

Road Construction:

Task	Duration (Days)	Inspection (Hours)	Average Rate (\$140/hour)
Material Submittal Review / Approval	2	16	\$2,240
Erosion Control, Tracking Pads	1	8	\$1,120
Pulverize Roadway	2	16	\$2,240
Excavation	4	32	\$4,480
Culvert Pipe Install 15 and 24-inch	3	24	\$3,360
Asphalt Binder Paving	2	16	\$2,240
Asphalt Surface Paving	1	10	\$1,400
Asphalt Driveways	1	10	\$1,400
Surface Restoration	3	24	\$3,360
Pavement Marking	2	16	\$2,240
Shouldering	1	8	\$1,120
GRAND TOTAL (Est.)		180	\$25,200

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Professional Services Agreement – Terracon – Geotechnical Services Agreement for Main St. and Old Farm Upgrades

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

Soil borings, soil analysis, boring Logs and geotechnical engineering report for the Main St. and Old Farm pump station project.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER__X____

RECOMMENDATION:

Staff requests the PWHC approve a PSA with Terracon for the above-referenced work for \$16,850.00 and a 10% contingency fo\$1,685.00 for a total of \$18,535.00. Funds included in Wastewater Budget line 60-740000-541000

COMMITTEE ACTION:

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



900 S Pennsylvania Ave, Suite 100
Cudahy, Wisconsin 53110
P (414) 423-0255
Terracon.com

June 11, 2026

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 5302

Attn: Mr. Tim Zimmerman/ Director of Public Works
P: (262) 250-4725
E: tzimmerman@germantownwi.gov

RE: Proposal for Geotechnical Engineering Services
Germantown Old Farm-Division Road
Division Rd& Donges Bay Rd
Village of Germantown, Wisconsin
Terracon Proposal No. 1000003412R2

Dear Mr. Zimmerman:

We appreciate the opportunity to submit this proposal to Village of Germantown to provide Geotechnical Engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Data
Exhibit E	Anticipated Exploration Plans

Exhibit C includes details of our fees as well as a general breakdown of our anticipated schedule. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. Proposed fees noted in this proposal are effective for 90 days from the date of the proposal.

Sincerely,
Terracon Consultants, Inc.

Abdelhady Deif, E.I.T
Field Engineer

Paul J. Koszarek, P.E., C.S.T.
Senior Principal

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Village of Germantown ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Germantown Old Farm-Division road-MIL-26-Proposal project ("Project"), as described in Consultant's Proposal dated 06/11/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Ruekert & Mielke, Inc and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request Ruekert & Mielke, Inc and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Ruekert & Mielke, Inc dated May 12, 2026. The request included a site plan and requested number and depth of borings.
Project Description	It is our understanding that the project will consist of the construction of a sewer force main line. The project includes two routes: the Old Farm (south) and the Main Street (north).
Building Code	2021 IBC.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Division Rd & Donges Bay Rd in Village of Germantown, Wisconsin. Latitude/Longitude: ■ North Route: 43.2281, -88.1229 ■ South Route: 43.2064, -88.1226 See Exhibit D
Existing Improvements	The site consists of an existing roadway. However, there is a box culvert under Division Road where the force main will be directionally drilled.
Current Ground Cover	Asphalt.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV track mounted drilling equipment and support vehicles.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **6/11/2026**

Name/Title: **Paul J Koszarek / Department Manager**

Address: **4900 S Pennsylvania Ave, Ste 100**
Cudahy, WI 53110

Phone: **(414) 423-0255** Fax: _____

Email: **Paul.Koszarek@terracon.com**

Client: **Village of Germantown**

By:  Date: **6-11-2026**

Name/Title: **Tim Zimmerman/ Director of Public Works**

Address: **N112 W47001 Mequon Road**
Germantown, WI 5302

Phone: **(262) 250-4725** Fax: _____

Email: **tzimmerman@germantownwi.gov**

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The following scope was requested by Ruekert & Mielke, Inc.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
A2, and B-2	30	Generator Building
A-1, and B-1	15	Generator Building
1 (CD1)	20	Main Street Route
4 (C1 – C4)	12.5	Main Street Route
6 (D1 -D6)	12.5	Old Farm Route

1. Borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan – Exhibit E**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. If more accurate boring layout and elevations are required, then an additional fee will be applicable to subcontract a surveyor.

Subsurface Exploration Procedures: We will advance borings with a track mounted drill rig using continuous hollow stem augers. The borings will be sampled at 2.5 foot intervals to the depth of boring termination. Five samples will be obtained in the upper 12.5 feet of each boring. Soil boring in the culvert area will be samples at 2.5 foot intervals to 15 feet and 5 feet intervals thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling and upon completion of drilling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling

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information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. Excess auger cuttings will be dispersed in the general vicinity of the borehole or to the nearest greenspace off pavement, if applicable. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the Wisconsin DIGGER'S Hotline system. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. Terracon has **not** included a private utility locate for the road borings in our scope of services. Terracon **will** mark private utilities that may be present in the vicinity of the borings B-1, B-2, A-1 and A-2 locations. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Private Utility Line Locating ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	\$16,850
1. It is understood that the client desires Terracon to subcontract a private utility locating firm to mark privately owned utilities prior to drilling operations. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.	

Our Scope of Services does not include services associated with site clearing, wet ground conditions, snow removal, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

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wetlands/waters, and threatened and endangered species that may affect your project's development.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

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- Recommendations for HDD of the sewer system; however, frac-out analysis is not included.
- Recommended foundation options and engineering design parameters.
- Recommendations for open cut and backfill of utilities and dewatering.
- Site Location and Exploration Plans

In addition to an emailed report, your project will also be delivered using **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Stage1: If you need preliminary geotechnical data quickly, we can provide a Stage1 report in 3 to 5 business days. Terracon has amassed over 50+ years of historical projects to create better value for our clients. Using a GIS platform (pulling from over 750 databases), we have retrieved over 1,000,000 datapoints across the country, georeferenced each, and developed metadata that would allow for easy, and fast retrieval.

Because of this, we can provide a virtual boring log with preliminary geotechnical data and address the potential for subsurface contaminants, Natural and Cultural Resources,

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Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

We have assumed that no permits will be required to complete the borings within the existing right-of-way. We understand that these roads are low volume residential streets and traffic control can be provided with signs and cones. We have assumed that a formal traffic control plan will not need to be submitted as part of the project.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Hand penetrometer test.

Our laboratory testing program often includes examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS)

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Subsurface exploration procedure
- Stratification based on visual soil classification
- Boring logs with field and laboratory data.
- Groundwater levels observed during and after the completion of drilling
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations



Delivery on Client Portal (Compass)	Schedule ^{1, 2}
Field Work	Boring would be completed by the end of June.as requested
Soil boring logs and preliminary results	5 to 10 days after completion of field work
Geotechnical Engineering Final Report	5 days after submitting of preliminary results
1. Upon receipt of your notice to proceed we will activate the schedule component on Compass with specific, anticipated dates for the delivery points noted above as well as other pertinent events. 2. Standard workdays. We will maintain an activities calendar within on Compass. The schedule will be updated to maintain a current awareness of our plans for delivery.	

Exhibit D – Site Location

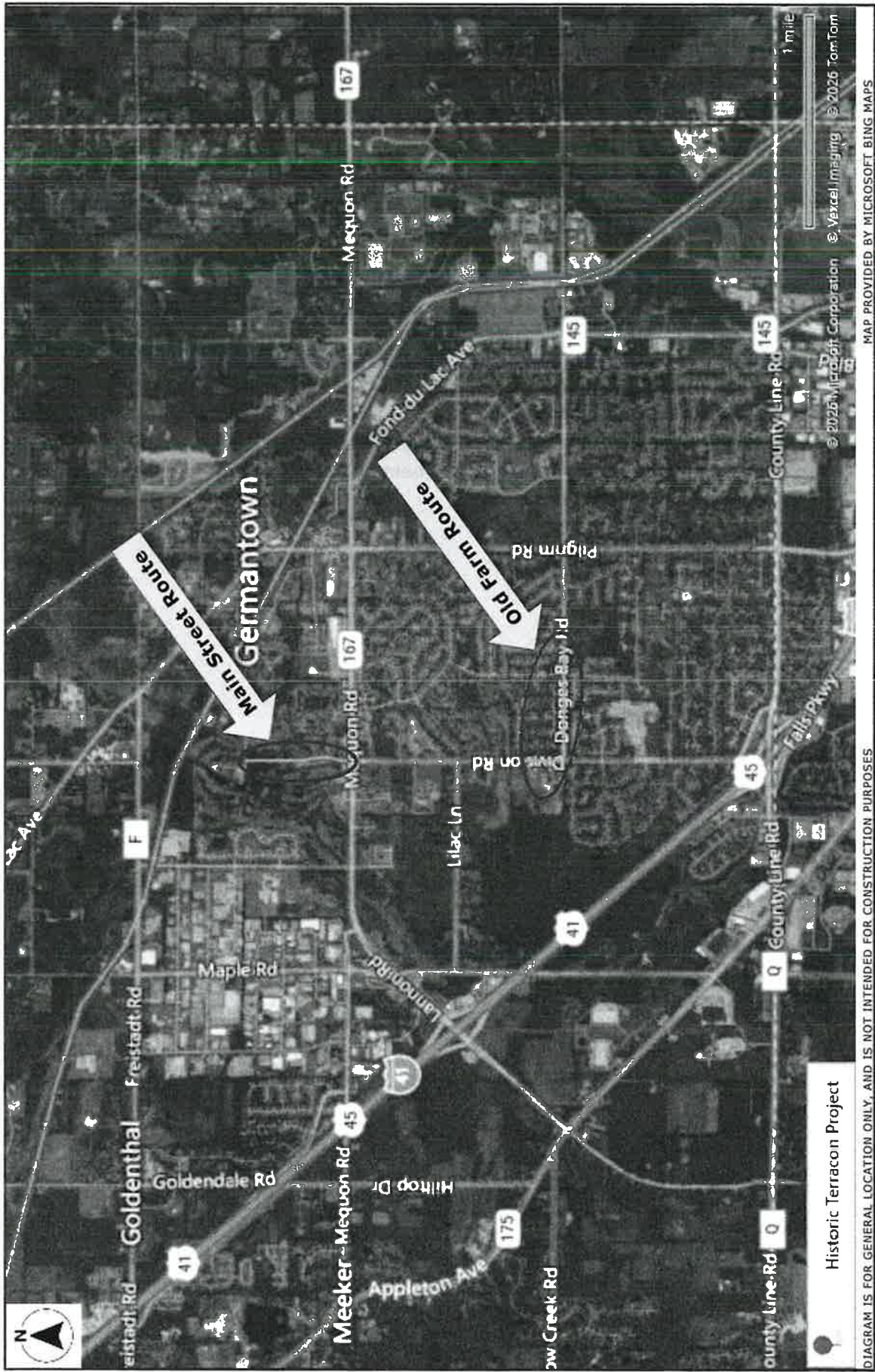


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Historic Terracon Project

MAP PROVIDED BY MICROSOFT BING MAPS



Exhibit E – Old Farm Route





BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Development Agreement with Cirrus Property Group for The Carillon at Germantown development. (ACTION)

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

Before the Committee is the Development Agreement for The Carillon at Germantown development, a 36-unit multifamily residential development on 5.4 acres located at W172N11187 Division Road. The Agreement is the Village's standard-form agreement modified to reflect the specifics of the development.

ATTACHMENT:

1. Development Agreement - Cirrus Property Group - Carillon

STAFF RECOMMENDATION:

A motion to recommend approval of the Development Agreement to the Village Board.

ACTION BY COMMITTEE:

DEVELOPMENT AGREEMENT
The Carillon at Germantown

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the “**Village**”), and Cirrus 002 Fund LLC, a Delaware limited liability company (the “**Developer**”).

WHEREAS, the Developer owns certain real property further described in the attached **Exhibit C** in the Village of Germantown, Washington County, Wisconsin (the “**Property**”); and

WHEREAS, Developer has received approval by the Village of a development plan for a proposed 36-Unit multifamily residential facility (the “**Development**” or “**Project**”) on the Property which Developer proposes to complete as described in the plans submitted to the Village, and approved by the Plan Commission on June 8, 2026; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary and/or that Developer execute an acceptable form of financial guarantee to ensure that those improvements will be made within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the Project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

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

Article I. REQUIRED IMPROVEMENTS

Section 1.01 Generally. Developer, entirely at its own expense, shall, except as herein provided, design and install the improvements called for under this Agreement for the Development in accordance with the provisions of Sec. 18.08 of the Municipal Code. It is the intent of this Agreement that all Public Improvements (as defined below) shall be installed by Developer. Notwithstanding the foregoing, the Public Improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

Section 1.02 Water Supply Facilities. Developer shall cause to be designed and submitted to the Village Engineer for approval all proposed plans, specifications and contract documents for all Water Improvements (as defined below) before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the applicable sections of the Village of Germantown Infrastructure Standards Development Handbook. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in accordance with the foregoing standards. All water utility improvements that are to be transferred to the Village Water Utility Department (the “**Water Improvements**”) shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. and the Wisconsin Department of Natural Resources with water main extension forms prepared by Developer and submitted to the Department of Natural Resources. All water supply improvements that will be transferred to the Village shall be inspected by Water Utility personnel prior to acceptance by the Public Works & Highway Committee. Street resurfacing required due to surface disturbance for connection to the Village water supply system shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee, pavement shall be replaced in-kind. Water main and lateral trenches in an existing roadway or existing utility easement shall be aggregate slurry backfilled.

Section 1.03 Sanitary Sewerage Systems. Developer shall cause to be designed and submitted to the Village Engineer for approval all proposed plans, specifications and contract documents for all Sanitary Improvements (as defined below) before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. Design and installation shall conform to Sec. 18.08(7) of the Municipal Code and the applicable sections of the Village of Germantown Infrastructure Standards Development Handbook. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in accordance with the foregoing standards. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility (the “**Sanitary Improvements**”) shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District sanitary sewer extension forms shall be prepared by Developer and provided to the Village Engineer. All sanitary sewer improvements that will be transferred to the Village shall be inspected by Wastewater Utility personnel prior to acceptance by the Public Works & Highway Committee. The Wastewater Utility may televise the sewer, create a punch list of defects, and perform one follow-up televised inspection at no expense to Developer. Additional follow-up televised inspections shall occur at

Developer expense. Street resurfacing required due to surface disturbance for connection to the Village water supply system shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee, pavement shall be replaced in-kind. Sanitary Sewer main and lateral trenches in an existing roadway or existing utility easement shall be aggregate slurry backfilled.

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

Section 1.05 Sidewalk. Developer shall cause to be designed and submitted to the Village Engineer for approval all proposed plans, specifications and contract documents for a 6-foot wide asphalt sidewalk along the west side of Division Road from Mequon Road to the southern end of the Property (the “**Sidewalk Improvements**” and, together with the Water Improvement and the Sanitary Improvements, the “**Public Improvements**”) before authorization for construction will be given in accordance with Sec. 18.08(6) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer.

Section 1.06 Landscape. Developer shall cause to be installed landscaping on the northern and eastern boundaries of the Property in accordance with the Plan Commission approval dated June 8, 2026 (the “**Landscape Improvements**”) in accordance with Sec. 18.08(16) and 18.09(3) of the Municipal Code.

Section 1.07 Erosion Control. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as are required pursuant Chapter 29 of the Municipal Code, including the following:

- (a) Submit an Erosion and Sediment Control Plan for approval by the Village Engineer for approval all proposed plans, specifications and contract documents for all construction site erosion and sediment control before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Ch. 29 of the Municipal Code, and the applicable sections of the Village of Germantown Infrastructure Standards Development Handbook. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in accordance with the foregoing standards.
- (b) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the

vegetation has sufficient growth to control the runoff as shall be determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village's engineering staff.

- (c) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans for the Project (collectively, “**Surface Restoration**”) after installation of all electric, gas, telecommunication and drainage utilities and appurtenances. All Surface Restoration shall be completed prior to Final Acceptance by the Public Works Committee.
- (d) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the Sediment and Erosion Control Plan, which shall include the use of tracking pads and daily sweeping of streets as necessary. Violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer. Developer shall be charged and invoiced at standard rates set by the Village in accordance with **Exhibit B** for any such street sweeping services rendered, and Developer shall remit payment within 60 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Developer's escrow account or draw on Developer's financial guaranty established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from compliance with required erosion control measures or be considered a substitute or replacement for such measures.
- (e) Topsoil to be stockpiled on site. No topsoil to be transported off site, except in accordance with Section 17.441 of the Municipal Code. Final yard grades, building elevations and contours shall conform to a 0.25-foot tolerance as compared to the grading plan pursuant to Sec. 14.076 of the Municipal Code.
- (f) Developer shall remove and dispose of all erosion and sediment control devices after landscaping and after 85% successful vegetative cover has been achieved to the satisfaction of the Village Engineer.

Section 1.08 Storm Water Drainage Facilities. Developer shall cause to be designed and submitted to the Village Engineer for approval any designs for stormwater drainage and retention and detention facilities, which will need to be adequate to accommodate expected surface water flow within and through the Project. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the applicable sections of the Village of Germantown Infrastructure Standards Development Handbook. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in accordance with the foregoing standards.

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

Developer shall prepare, submit to the Village Engineer and Village Attorney for review and approval, and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for a final occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for a final occupancy permit.

Section 1.09 Improvements to Streets Abutting Subdivision. Developer shall install an entrance intersection connecting the Subdivision's internal private roads to Division Road.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(15) of the Municipal Code and the applicable sections of the Village of Germantown Infrastructure Standards Development Handbook. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in accordance with the foregoing requirements. All improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

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

Article II. CONSTRUCTION

Section 2.01 Generally. Developer, at its own expense, shall construct and install all Public Improvements and provide all plans, specifications and other documents in accordance with Section 18.09 of the Municipal Code. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time. Developer hereby agrees that with respect to any such revision which shall be fully and finally approved by the Village Board prior to issuance of permits applicable to a portion of work, Developer shall adjust the plans and specifications for such portion of work in order to comply with such revisions.

A pre-construction meeting shall be scheduled between Developer, its general contractor, and the Village prior to commencement of any construction on the Project. Developer shall, prior

to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

Section 2.02 Building and Occupancy Permits. No final occupancy permit shall be issued until the water main, sanitary sewer and storm sewer improvements servicing the applicable building are installed and approved by the Village Engineer, and all required record-drawings are filed with the Village and approved by the Village Engineer in accordance with Section 2.05 below. Temporary occupancy permits may be issued in advance of record-drawing filings at the time of approval of the foregoing improvements subject to punch-list items.

Section 2.03 Required Plans. Developer shall submit to the Village Engineer for approval all of the plans, profiles and specifications required by Section 18.09(3) of the Municipal Code.

Section 2.04 Existing Flora. Except as shown on the site plan approved by the Plan Commission on June 8, 2026, Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, drainage ponds, building foundation sites, driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as reasonably necessary for development or construction of the Project. Such trees are to be protected and preserved during construction in accordance with sound conservation practices.

Section 2.05 Record-Drawing Documents. Developer shall provide the Village with record-drawing documents in AutoCAD format and on non-fading, double matte mylar (4 mil minimum thickness) of the Water Improvements and the Sanitary Improvements. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all applicable Water Improvements and Sanitary Improvements. All record-drawing measurements shall be prepared using the following approved and accepted survey datum for horizontal and vertical control as referenced to the Village coordinate system being the Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1983, 2011 Adjustment, and the North American Vertical Datum of 1988. If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete or cause to be completed the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer, in accordance with requirements of the Village Engineering Department. Record drawings for the Water Improvements and Sanitary Improvements shall be submitted by Developer and approved by the Village Engineer prior to applying for a final occupancy permit. The Developer shall be responsible for the cost for placement of sanitary sewer, water main, storm sewer (public/private), roads, street signs, street trees and street lighting in the Villages GIS system. Developer is expected to provide record drawings for each item listed to the Village for review and approval. Approved record drawings will be submitted to the Village for inclusion into the Village GIS system.

Section 2.06 Survey Monuments. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this Agreement.

Article III. DEDICATION AND ACCEPTANCE

Section 3.01 Generally. Developer agrees that the Public Improvements will not be accepted by the Village until (i) all outstanding charges required to be paid by Developer pursuant to the Municipal Code and/or this Agreement with respect to the Public Improvements have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the Public Improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence reasonably satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) by or through Developer encumber the Public Improvements. Any water main installation shall not be accepted until two consecutive bacteriologically safe samples and one satisfactory pressure test results are obtained. Developer or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Department or Water Utility personnel. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Section 3.02 Acceptance. Developer shall request in writing to the Village Engineer acceptance of the Public Improvements. The Village Engineer will promptly (and in any event within thirty (30) days) order an inspection of the Public Improvements by the Village Inspector and a punch-list of corrections (if any) shall be forwarded in writing to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, of the punch-list corrections (if any), and upon written request by Developer, the Village shall accept the Public Improvements (the “**Final Acceptance**”) via a vote by the Public Works Committee.

Article IV. PAYMENT OF FEES

Section 4.01 Generally. Developer shall pay all fees, expenses, costs and disbursements which are ordinarily charged in development (e.g., building permit fees) and which Developer is required to pay pursuant to Section 18.10 of the Municipal Code. Unless required to be pre-paid under the terms of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this Article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

Section 4.02 Impact Fees; Sewer Connection Fee. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer the following impact fees that have been determined in accordance with Section 3.14 of the Municipal Code and the sanitary sewer connection fee in accordance with Section 15.07(2) and Resolution No. 27-07:

- | | |
|---|----------------|
| (a) Facilities for pumping and storing water | \$1,003.00/REC |
| (b) Park, playgrounds and land for athletic facilities: | \$1,311/REC |
| (c) Fire protection facilities: | \$171.00/REC |
| (d) Law enforcement facilities/Police: | \$148.00/REC |

- (e) Library facilities: \$711.00/REC
- (f) Sanitary Sewer Connection: \$5,244.00/REC

“REC” is a residential unit equivalent for pumping and storing municipal water as per Section 3.14(1)(i) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

Section 4.03 Improvement Review Fee. Developer shall pay a fee based on the cost of the Public Improvements for the Project for review of the plans and specifications, as provided by Section 18.10 (3) of the Municipal Code. The fee shall be calculated as follows:

- 2.25% of the first \$250,000 of Public Improvement construction costs
- 1.75% of the next \$250,000 of Public Improvement construction costs, and
- 1.25% of Public Improvement construction costs which exceed \$500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

Section 4.04 Professional Fees and Inspection Fees. In accordance with Sec. 18.10(4), 18.10(7), and 18.10(8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with the Development. Inspection costs shall be reimbursed to Village by Developer, whether performed by the Village Engineering Dept., Water Utility, Wastewater Utility, Highway Dept., or outsourced to a third-party consultant. Developer will be billed for Village personnel at the standard rates presented in **Exhibit B.** Developer will be billed for third-party engineering and legal consultants in the amounts of the Village’s costs for the same without markup.

Section 4.05 Data Conversion Fee. Developer shall be responsible for all fees payable by it pursuant to Section 18.10(13) of the Municipal Code.

Section 4.06 Prepayment of Certain Fees. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in **Exhibit A,** for each building prior to the issuance of a building permit for said building.

Article V. SPECIAL PROVISIONS

Section 5.01 Sewer Connections. In accordance with the rules and regulations of the Village and the Municipal Code, Developer has been authorized for all necessary sanitary sewer connections for this Development, subject to the provisions of Section 5.02 of this Agreement.

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

Section 5.03 Wetland and Floodplain Conditions. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property.

Section 5.04 Roadway Maintenance. The owner of the Property from time to time shall be responsible to provide or contract for all maintenance and repair services, including snow and ice removal, for all roadways within the Project.

Section 5.05 Garbage & Recycling Collection. In accordance with Section 11.08 of the Municipal Code, the Developer or its designated agent is responsible for garbage, refuse and recyclables collection for the Development

Section 5.06 Centralized Mailboxes. It is anticipated that the United States Postal Service Postmaster will require a centralized mailbox cluster for the Development. Such mailbox cluster shall not be located in public right-of-way. Maintenance of the central mailbox area shall be perpetual and the responsibility of the Developer or its assigns.

Section 5.07 Development Sign. Developer may install one (1) permanent sign for development identification purposes. The sign shall be installed near the southern driveway entrance at Division Road, but not within Village right-of-way, and will include the name of the development ("Carillon") and logo. The sign shall not exceed 24 sq. ft. in area and shall be comprised of limestone veneer with masonry foundation and powder coated aluminum sign face.

Article VI. FINANCIAL GUARANTY

Section 6.01 Public Improvement Guaranty. Developer shall deposit with the Village a financial guarantee (certified check, provide an irrevocable letter of credit, or a Performance Bond at the option of Developer) which shall assure the faithful performance of Developer's obligations to install the Public Improvements under this Agreement as itemized in **Exhibit A** attached hereto and incorporated herein by reference. The Village will, following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly the issuer(s) of the financial security from time to time regarding the sufficiency of the financial guaranty. The termination date of the financial security shall be no earlier than one (1) year following the date substantial completion of the Public Improvements. If the Public Improvements are not complete within fifteen (15) months following issuance of permits for Construction of the Public Improvements, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide financial security may be extended at the option of Developer to extend through the completion of the work and its inspection and acceptance of dedication by the Village. Should Developer choose not to extend the financial security, the Village may, in its sole discretion, draw upon the security and cause the work to be completed. The Village shall return any remaining financial guaranty to the Developer within

sixty (60) days of the Final Acceptance of the Public Improvements.

Section 6.02 Landscape Bond. Developer shall also deposit with the Village a check or provide an irrevocable letter of credit or Performance Bond at the option of Developer, which shall assure the faithful performance of Developer's obligations under this Agreement with respect to the Landscape Improvements (the "**Landscape Bond**") in the amount of 110% of the estimated cost of the Landscape Improvements as itemized in **Exhibit A** attached hereto and incorporated herein by reference. The termination of Landscape Bond shall be no earlier than two (2) years from installation of the Landscape Improvements.

Section 6.03 Form. The form of the financial guaranty shall be approved by the Village Attorney in his reasonable discretion prior to acceptance of the letter of credit or bond by the Village as satisfying Developer's obligations as provided in Section 6.01 and Section 6.02 above.

Section 6.04 Liability not Released. All deposits or Letters of Credit given hereunder are security devices only which in and of themselves do not limit the liability of Developer to the Village, however arising and regardless of the amount.

Section 6.05 Reservation of Assessment Rights. In addition to the remedies for default provided to the Village by this financial guaranty as identified in Section 6.01 above, the Village reserves the right without hearing to impose special assessments or charges for any amounts to which the Village is specifically entitled by virtue of this Agreement for the Public Improvements required under this Agreement. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

Article VII. GUARANTEE AND INDEMNIFICATION

Section 7.01 Guarantee of Improvements. Developer shall guarantee all dedicated Public Improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of the Final Acceptance by the Village (the "**Warranty Period**"). In the event that the Village delivers written notice to the Developer within the Warranty Period of a defect in the Public Improvements due to faulty materials or workmanship, the Developer shall repair or replace any such Public Improvements as required by the Village Engineer to eliminate such defects and shall pay for all actual damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

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

damages, but also as to its liability to the Village.

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

- (a) Unemployment and Workers' Compensation insurance which is in compliance with state laws.
- (b) Commercial General liability insurance having limits of not less than \$1,000,000.
- (c) Property damage insurance having limits of not less than \$500,000.00.
- (d) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

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

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

- (a) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (a) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of

the Claim, including the diligent performance of any remediation associated therewith;

- (b) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (c) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (d) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village, together with reasonable evidence of the incurrence of such costs;
- (e) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

Article VIII. TIME OF COMPLETION

Section 8.01 Completion Deadline. The construction of the Public Improvements shall be completed by Developer not later than fifteen (15) months after the later of full execution of this Agreement and the acceptance of this Agreement by the Village Board (the "**Completion Deadline**").

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

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

Section 8.04 Sunset Clause. This Agreement shall terminate fifteen (15) months after Village

Board approval unless such period is amended in writing by both parties.

Section 8.05 Remedies. In the event of a material breach of this Agreement by the Developer, the Village shall give written notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of its receipt the written notice (or such other amount of time to which the parties might agree) (the “**Cure Period**”), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the Public Improvements until such time as the breach is remedied. Notwithstanding the foregoing, so long as the Developer commences a cure within the Cure Period and is diligently pursuing the same, the Cure Period shall be extended for so long as is necessary to cure the breach. In addition, the Village shall have the right to remedy such breach following the Cure Period at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

Article IX. GENERAL PROVISIONS

Section 9.01 Approval Terms. No tax-exempt use is authorized by the approvals granted by the Village.

Section 9.02 Entire Agreement. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of the Public Improvements and completion of the Development.

Section 9.03 Amendments. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

Section 9.04 Authority. The Developer and the Village, each hereby represents and warrants to the other that that the undersigned has the authority to bind the Developer and the Village, respectively.

Section 9.05 No Waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written document duly signed and executed by the party against whom enforcement of such waiver is sought. Failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of a party’s right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the other party or the acceptance of any performance on the part of the other party.

Section 9.06 Approval. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

Section 9.07 Severability. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

Section 9.08 Assignability. This Agreement shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

Section 9.09 Notice. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or such other addresses as the parties may provide to one another in accordance with the terms of this Section. Such notices and other communications shall be given by (a) personal service, (b) nationally-recognized overnight courier, such as FedEx or UPS, for overnight delivery, or (c) e-mail. Any notice or other communication given by the means described in (x) sub-section (a) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent, (y) sub-section (b) above shall be deemed effective upon the business day following the day on which such notice or communication has been delivered to such carrier, and (z) sub-section (c) above on a business day shall be deemed effective on the date which the e-mail transmission occurs, or if such date is a non-business day (*i.e.*, a Saturday, Sunday or Wisconsin state holiday), on the business day immediately following the day on which the transmission occurs.

If given to Developer, any notice hereunder shall be addressed as follows:

Cirrus 002 Fund LLC
1661 Water Street, Suite 500
Milwaukee, WI 53202
Attention: John Riordan
E-mail: john@cirrusre.com and daniel@cirrusre.com

If given to the Village, any notice hereunder shall be addressed as follows:

Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022
Attn: Matt Trebatoski, Village Administrator
E-mail: mtrebatoski@germantownwi.gov

[The remainder of this page intentionally left blank. The signature pages follow.]

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to executed as of the Effective Date.

DEVELOPER:

CIRRUS 002 FUND LLC,
a Delaware limited liability company

By: _____

Name: John Riordan

Its: Authorized Signatory

[Signatures continue on following page]

[Signature Page to Development Agreement]

VILLAGE:

VILLAGE OF GERMANTOWN:

By: _____
William Soderberg, Village President

Attest By: _____
Donna Ott, Village Clerk

Per Village Board Approval Dated: _____, 2026

Approved as to Form:

Brian C. Sajdak, Village Attorney

[Signature Page to Development Agreement]

EXHIBIT A

Fees; Letters of Credit

[To be inserted]

[Exhibit A to Development Agreement]

EXHIBIT B

Labor Rates

[To be inserted]

[Exhibit B to Development Agreement]

Exhibit C
Legal Description

LOT 2 OF CERTIFIED SURVEY MAP NO. 7472, RECORDED JUNE 8, 2026, IN VOLUME 58. PAGE 248, AS DOCUMENT NO. 1635602, BEING A PART OF CERTIFIED SURVEY MAP NO. 5387, RECORDED AUGUST 28, 2001, IN VOLUME 38 OF CERTIFIED SURVEY MAPS, PAGES 152, 153 AND 154, AS DOCUMENT NO. 898738, BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: September 2, 2026

PLACEMENT: Action Item

ITEM TITLE: Consideration of Restructure – Public Works Department

SUBMITTED BY: Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

The effort to restructure the Public Works Department was begun by my predecessor but never was completed. It was recognized the the current format of 1 superintendent overseeing a division with 15 hourly, 3 salaried, 2 permanent part time, and 8 seasonal employees is not sustainable. As we transition toward Scott Anderson's eventual retirement, it is in the Village's best interest to have a road map for succession planning to minimize the impact to services. Attached for review is an updated organizational chart identifying the following changes:

Reinstate the Parks, Buildings and Grounds Superintendent position budget impact approximately \$7,000 Eliminates 1 foreman position will supervise 5FTE
Restructure Highway Superintendent position to be Highways and Drainage – no budget impact, will supervise 8FTE
Create Service Manager Shop and Fleet – Approximately \$3,000 budget Impact, Will supervise 2FTE

This restructure would create a path forward identifying the transition for pending retirements for the Shop Foreman and Highways, Parks, Buildings and Grounds Superintendent.

It would maintain the Parks Foreman position until the incumbent transitions to the Superintendent role upon which the foreman position is replaced by an hourly crew leader. The idea behind the re-structure would be to create future leaders in the hourly crew leader position for promotion. This re-structuring does not add any personnel, it streamlines the operation and lines of communication.

We identified 4 communities that mirror Germantown either by population or area covered. The structure proposed is very similar to how those 4 communities are structured. Communities looked at were Mequon, Oconomowoc, West Bend, and Caledonia. See attached for each community.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

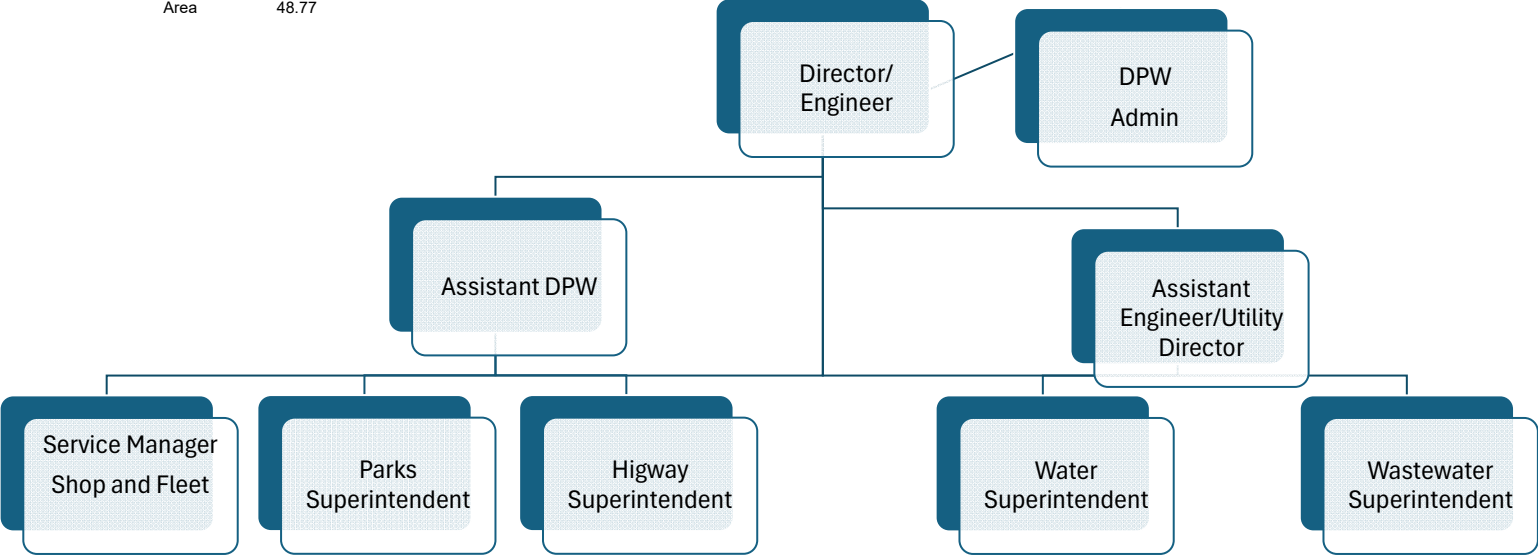
RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board approval of a reorganization of the Department of Public Works to include Superintendent position reinstatement, elimination of 1 foreman, renaming of two positions and associated salary adjustments not to exceed \$10,000.00. Money is in the current DPW salaries budget due to the Village Engineer vacancy and the savings from the Director of Public Works salary savings as well as the vacancies throughout the year in the HPBG division.

COMMITTEE ACTION:

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

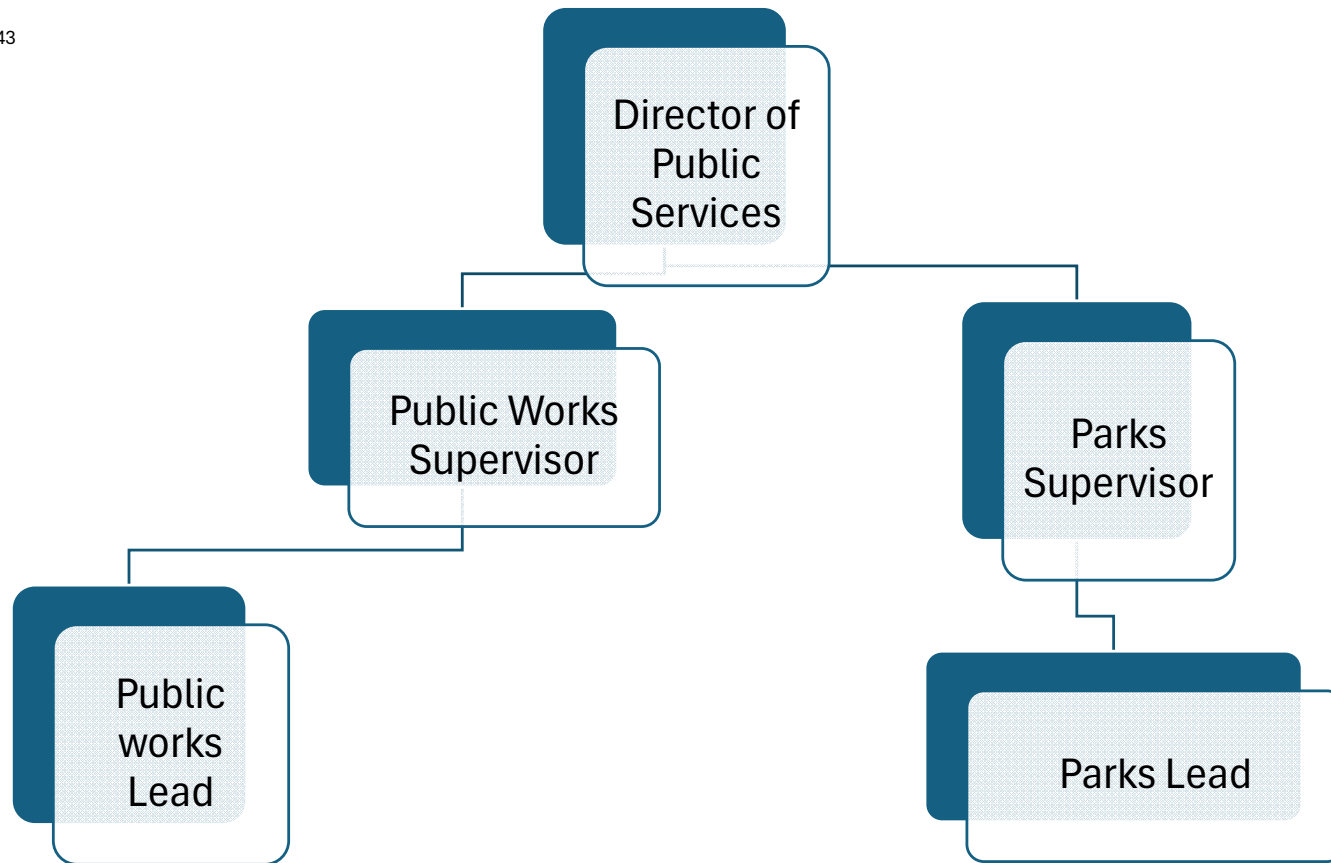
City of Mequon
Population 25142
Area 48.77



Village of Caladonia

Population 25,361

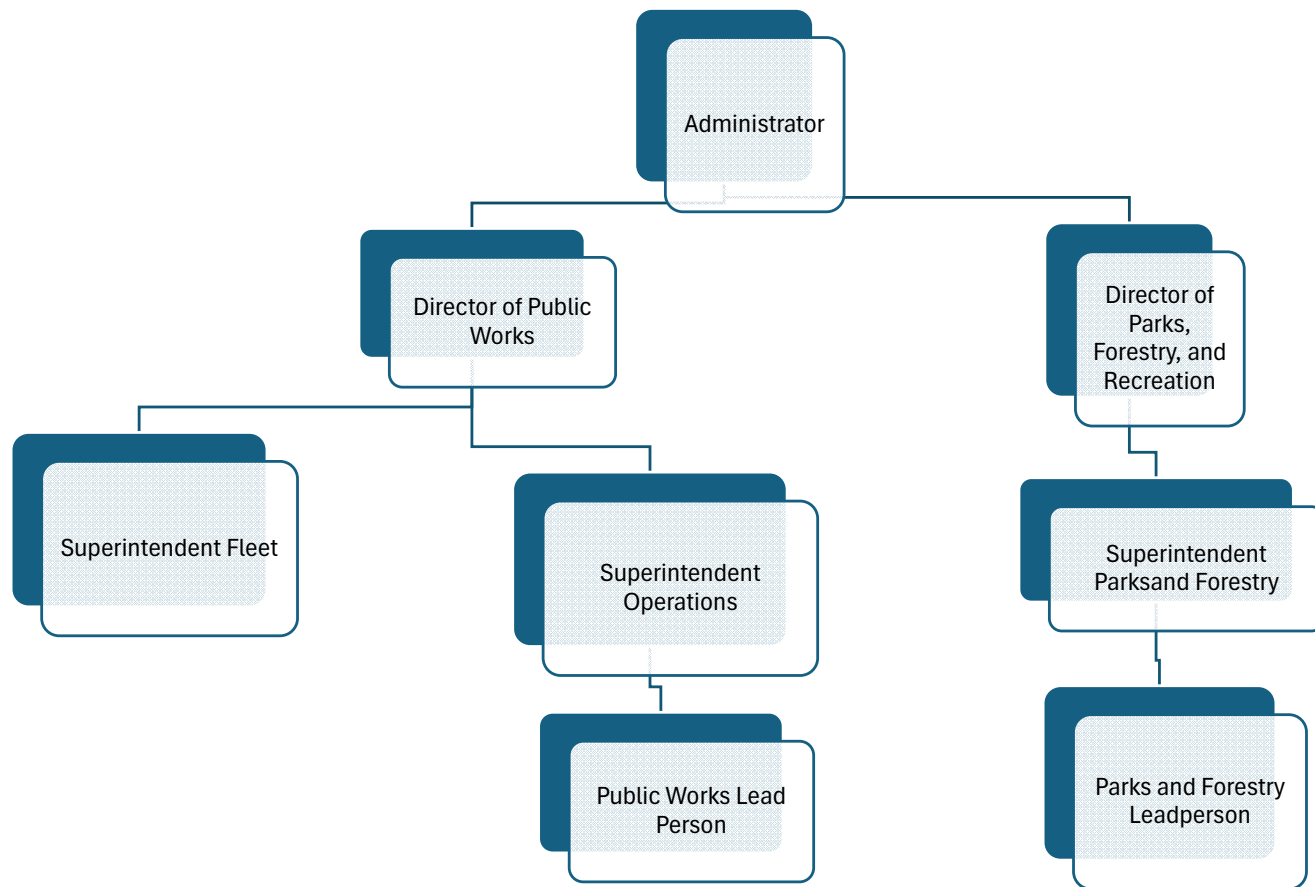
Area 45.43



City of West Bend

Population 32,000

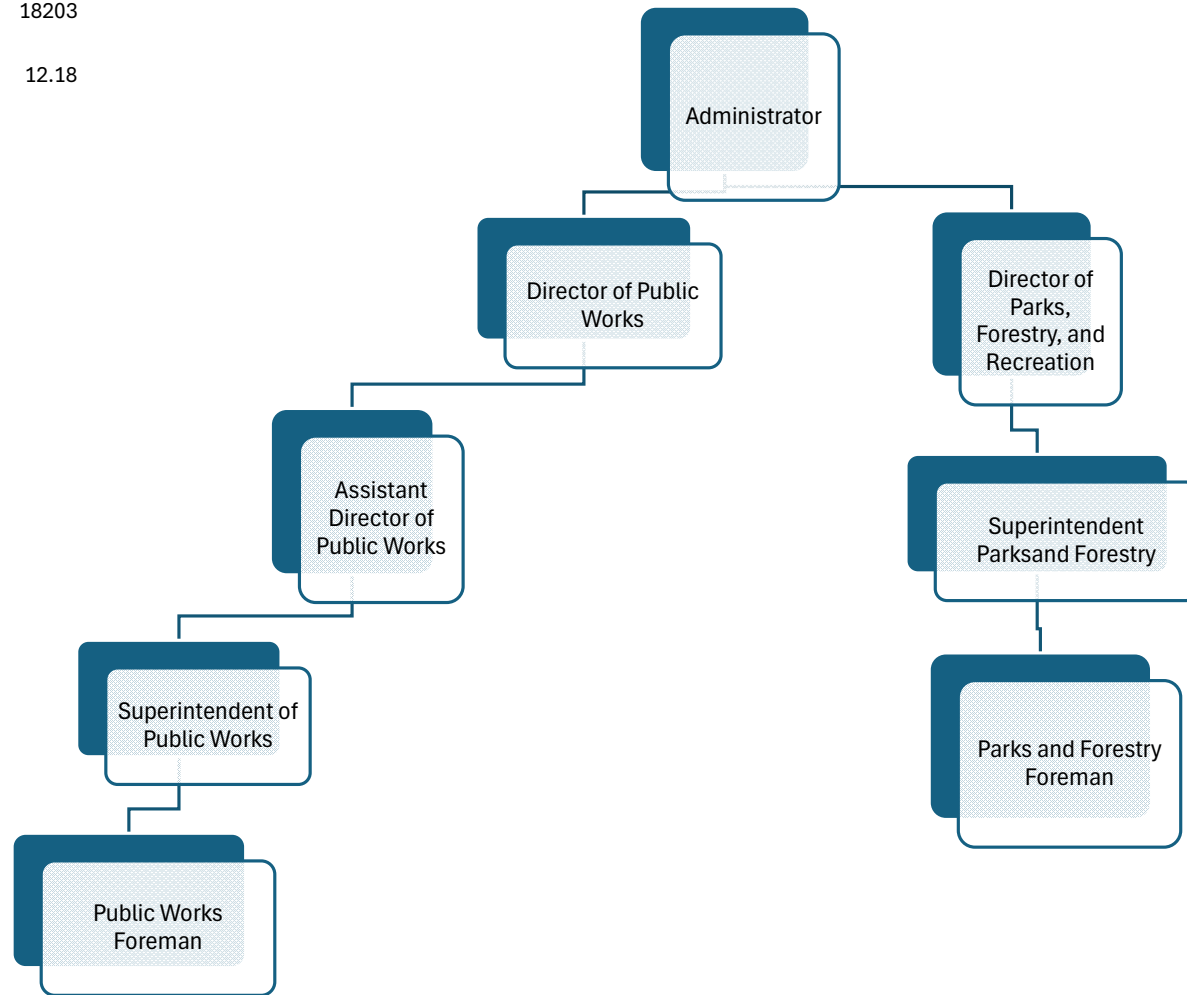
Area 14.72



City of Oconomowoc

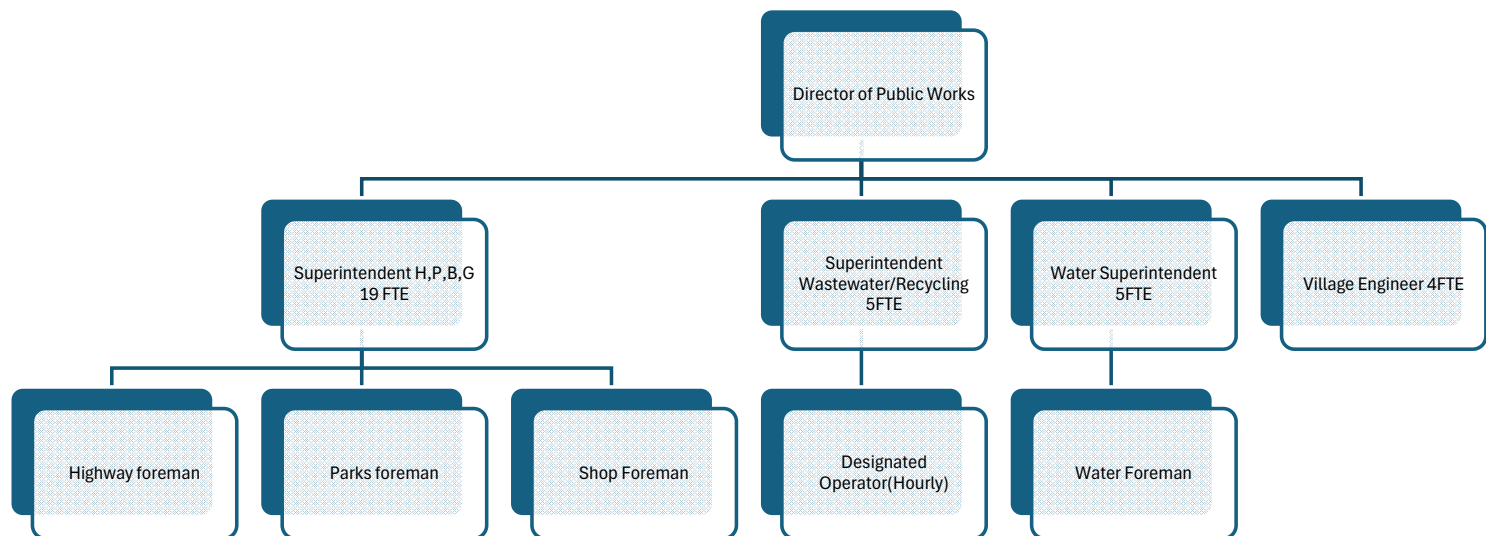
Population 18203

Area 12.18

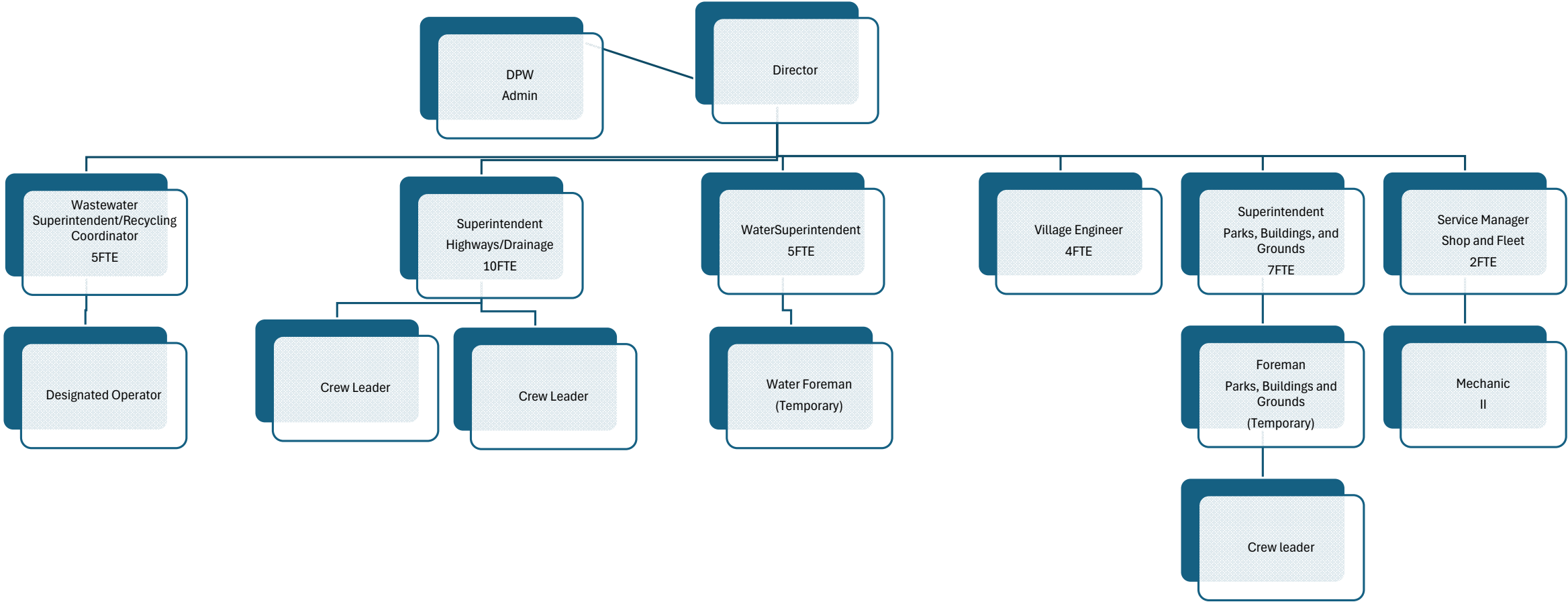


Current DPW Structure

Population 21000
Area 34



Germantown Proposed
Population 21,000
Area 34



Directors Report – August 2026

Engineering

Road program including 2026 Roads along with seal coating program

Underway. Esquire Estates curb removals complete, storm sewer work on-going and Division -asphalt pulverized, paths graded and widened, storm sewer on-going

Heritage Hills binder installation with sanitary adjustments to follow.

2026 Seal Coat program is complete

Pleasant View culvert replacement, ARIP road project Lovers Lane South to Freistadt. (Award of Contract) December start

Maple Rd. Bridge repair over Willow Creek. Repair of deteriorated west beam addresses remaining lifespan of the structure. (Contract documents being developed)

CTH Q & STH 175 Intersection Signal Replacements. Will bid in September

Plans and specs. Being developed with Town of Jackson for Pioneer Rd. ARIP grant. Survey and Wetland delineations are completed plans will be on October PWHC.

Fiber install on going by AT&T Meadow Creek xing, Lone Oaks

Metronet would not agree to the same contract as AT&T no work being done

Interviewed and made offer to Village Engineer position

Highways, Parks, Buildings, and Grounds

Full summer mode with mowing operations, full width ROW mowing

Crack sealing will be beginning shortly after Labor Day

Street light fixture replacement underway will be on-going throughout the summer

Flower Source Remediation and demo is complete

Currently down one operator due to resignation of Parks Crew Leader

Water Utility

Commercial Meter replacements

400 residential meter replacements

On going hydrant repair throughout the Village

Discovered a fill pipe leak at Tower 2 -working on scoping repair

Valve exercising

Wastewater Utility

System Jetting area 3

Yard Waste - Stopped taking buckthorn as of 8/16

Performing sanitary adjustments 2026 road program

Revised SSSA resubmitted to SEWRPC and DNR

Collection System Facilities Plan – Submitted to DNR on hold pending SSSA

Main St. and Old Farm Facilities Plan – Submitted to DNR on hold pending approval of the SSSA, and CSFP plans are currently at 60% and Village and consultant met to review

Budget underway for all departments. Water and Wastewater will continue to be lean due to cash flow and anticipated future projects.