

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, JANUARY 5, 2015 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PRESIDENT'S REPORT**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS:**
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)
- VII. **CONSENT AGENDA:**
 - A. Minutes – December 15, 2014 Regular Village Board Meeting
 - B. Accounts payable/payroll
 1. December 16, 2014 Payroll (hourly) \$ 231,257.50
 2. December 25, 2014 Accounts Payable \$ 464,413.74
 3. December 30, 2014 Payroll (salary) \$ 290,886.43
 - C. Operator Licenses: January 6, 2015 - June 30, 2015:
Alex Dingee, Amanda Klauer, Anne Mitts, Meagan Sumter
The following items were forwarded from the General Government and Finance Committee with a unanimous recommendation:
 - D. Recommend Approval to Purchase Spassland Fitness Equipment as Stated from Lee Recreation, Not To Exceed \$17,381.00

VII. CONSENT AGENDA continued:

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

- E. Recommend Approval to Execute and Record the Final Access Easement Agreement for Continental 246-County line Road, Which Allows Wastewater Utility Access to Lift Station No. 6
- F. Recommend Approval to Execute and Record The Final Sanitary Sewer and Water Main Easement for Continental 246-County line Road Which Allows the Water Utility and Wastewater Utility Access to Both Existing and New Public Sewers and Mains
- G. Recommend Approval to Accept the Retaining Wall Improvements Located in TIF #4 Abutting Airgas Inc., Upon Staff Review of the Warranty Requirements Within the Developers Agreement
- H. Recommend Approval for a 4.7% Change Order of \$27,709.60 for the Lannon/Appleton Water Main Extension Which Will Increase the Contract Value from \$595,350 to \$623,059.60 with Funds to be Allocated From TID #6 Acct #46-576-530-4500

VIII. UNFINISHED BUSINESS:

- A. **Ordinance No. 01-15** Relating To Parking Restrictions On Hilbert And Division And To Amend The Official Traffic Map To Reflect The Same

IX. PUBLIC HEARINGS – 7:00 P.M. OR LATER –*The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).*

- A. Peter Ogorek, Perspective Design Inc., Agent For Compass Properties LLC, Property Owner; N112 W16200 Mequon Road; (1) Create A B-2: Community Business Planned Development District (PDD) For Germantown Marketplace; And (2) Rezone The Property (Germantown Marketplace) Owned By Compass Properties LLC From The B-2: Neighborhood Business District To The B-2/PDD Germantown Marketplace PDD, 3-Lot Certified Survey Map (CSM)

X. NEW BUSINESS:

- A. Peter Ogorek, Perspective Design Inc., Agent For Compass Properties LLC, Property Owner; N112 W16200 Mequon Road; (1) **Ordinance** Amendment For Rezoning To Create The Germantown Marketplace Planned Development District (B-2/PDD) And Restrictions **Resolution**; And (2) 3-Lot Certified Survey Map (CSM)
- B. Germantown Little League Application For Public Grant Program For Waiver Of Permit Fee
- C. Our Saviour's Cemetery Association Application For Public Grant Program To Erect Signage
- D. **Resolution No. 01-15** Discontinuing The Entirety Of The Public Road Right Of Way Dedication Shown On Lot 2 Of CSM No. 2360
- E. Request For Approval Of **Resolution No. 02-15** Authorizing The Application, Acceptance, And Expending Of Wisconsin Department Of Natural Resources Urban Forestry Grant Program Funds

X. NEW BUSINESS continued:

- F. Request And **Resolution No. 03-15** Authorizing And Directing Village Staff To Contact And Work With The Southeastern Wisconsin Regional Planning Commission (SEWRPC) To Amend The Regional Water Quality Management Plan For The Removal Of Certain Lands And To Include Lands Located Generally Between Appleton Avenue, Lannon Road, Highway 41 And Maple Road To MMSD's Sanitary Sewer Service Area
- G. Request To Execute Conservation Easement Agreement – Alt Bauer Parking Lot Green Infrastructure

XI. ADJOURNMENT

The next Village Board meeting will be on January 19, 2015 at 7:00 p.m.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

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

MEETING DATE: January 5, 2015

AGENDA ITEM: Consent Agenda

ITEM TITLE: Request to Execute & Record Access Easement Agreement –
Continental 246, County Line Road

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

This Access Easement Agreement was developed with intention of granting the Wastewater Utility access to Lift Station #6.

Village Attorney Sajdak reviewed the Agreement and after a few edits found it acceptable. Village Clerk Goeckner had also discovered a few administrative errors, which Continental had incorporated for the final document.

ATTACHMENTS:

Access Easement Agreement

STAFF RECOMMENDATION TO COMMITTEE:

Recommend that Village Board authorize execution and recording of the final Access Easement Agreement that incorporates Village Attorney and Village Clerk edits.

PUBLIC WORKS & HIGHWAY COMMITTEE ACTION (Dec. 2, 2014):

Unanimous recommendation that Village Board authorize execution and recording of the final Access Easement Agreement that incorporates Village Attorney and Village Clerk edits.

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.

**ACCESS
EASEMENT
AGREEMENT**

Document Number

Document Title

This Access Easement Agreement (this "**Easement**") is made as of this ____ day of _____, 2014 by and between CONTINENTAL 246 FUND LLC, a Wisconsin limited liability company ("**Grantor**") and Village of Germantown ("**Grantee**").

WHEREAS, Grantor owns certain real property in the Village of Germantown, County of Washington, State of Wisconsin, (a) as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Grantor Parcel**") and (b) as more particularly described on Exhibit B attached hereto and incorporated herein by reference and as depicted as the "Easement Area" on Exhibit C (the "**Easement Area**"); and

WHEREAS, Grantor desires to provide to Grantee, and Grantee desires to receive from Grantor, an easement upon, over, across and along the Easement Area for purposes of vehicular access, ingress and egress on and over the Easement Area to, from and between any and all streets, roadways, driveways and highways, all upon the terms, provisions and conditions set forth in this Easement; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the terms, conditions, covenants and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant to Grantee and Grantee's agents, contractors, employees, representatives, successors and assigns (collectively, the "Grantee Parties"), a non-exclusive, perpetual right and easement upon, over, through, across and along the Easement Area for the purposes of vehicular access, ingress and egress to, from and between any and all streets, roadways, driveways and highways located at any time adjacent to the Easement Area.
2. MAINTENANCE OF EASEMENT AREA; USE OF GRANTOR PARCEL. Grantor shall at all times keep and maintain the Easement Area in good condition and repair, reasonable wear and tear excepted, and otherwise in a manner consistent with the use and occupancy thereof by the Grantee Parties for the purposes specified in this Easement. Neither Grantor nor any of Grantor's agents, contractors, tenants, licensees, lessees, guests, invitees,

Recording Area

Drafted By and Return Address

Brian C. Sajdak, Village Attorney
Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

GTNV 333949 and
GTNV 333950

Parcel Identification Number (PIN)

grantees, employees, representatives, successors (including, without limitation, any and all successors to Grantor in title to the Grantor Parcel) and assigns (collectively, the "Grantor Parties") shall use or occupy the Easement Area, nor grant or confer upon any other person or entity any right to use or occupy the Easement Area, for any purpose which is inconsistent with Grantee's use thereof for the purposes specified in this Easement.

3. NO PUBLIC RIGHTS; NO THIRD PARTY BENEFICIARIES. Nothing contained in this Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.
4. CONDEMNATION OF EASEMENT AREA. If all or any part of the Easement Area is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Easement Area so taken shall be payable only to Grantor. No claim shall be made by Grantee against the Grantor Parcel or any portion thereof.
5. INDEMNITY. Grantee and its successors and assigns shall defend, indemnify and save harmless Grantor, its respective officers, agents, members and employees, and any mortgagee of the Grantor Parcel against liability or claim thereof for injury to persons, including death, or damage to property (i) arising out of any negligent or intentional actions in the Easement Area performed by Grantee or its employees, licensees or contractors and their agents or employees or (ii) arising out of any defaults by Grantee hereunder.
6. NONDISTURBANCE. Grantee shall not interfere with the activities of the Grantor Parties in connection with Grantee's use of the Easement Area.
7. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as Federal Express, addressed to the parties at their respective addresses as follows:

If to Grantor:

Continental 246 Fund LLC
W134 N8675 Executive Parkway
Menomonee Falls, Wisconsin 53051
Attn: Legal Department

If to Grantee:

Village of Germantown

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

8. COSTS. Upon the occurrence of any breach or default under this Easement by either party, the defaulting party shall be liable for and shall reimburse the non-defaulting party upon demand for all reasonable attorney's fees and costs incurred by non-defaulting party in enforcing the defaulting party's obligations under this Easement, whether or not the non-defaulting party files legal proceedings in connection therewith.
9. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easement contained herein. This grant shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easement shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.
10. COUNTERPARTS. This Easement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document.
11. CAPTIONS. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.
12. NO PARTNERSHIP. None of the terms and provisions of this Easement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Easement cause them to be considered joint venturers or members of any joint enterprise.
13. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

14. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of this Easement.
15. RECORDING. This Easement shall be recorded in the records of Washington County, Wisconsin.
16. GOVERNING LAWS. The internal laws of the State of Wisconsin shall apply to the Easement without giving effect to the choice of law provisions of such State.
17. SEVERABILITY. If any term, provision or condition contained in the Easement shall, to any extent, be invalid or unenforceable, the remainder of the Easement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Easement shall be valid and enforceable to the fullest extent permitted by law.
18. NO WAIVER. No waiver of breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
19. MODIFICATION. This Easement, or any covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to any portion of any of the properties subject hereto only by the recording of the appropriate documents in the records of Washington County, Wisconsin, which documents must be executed by Grantee and all of the owners, mortgagees and other holders of recorded interest in any of the properties affected thereby as of the date of such documents.
20. COVENANTS RUNNING WITH THE LAND. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against the Easement Area, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, the successors in title to Grantor to the Easement Area and the Grantor Parcel). The rights of use described herein shall extend to the Grantee Parties. The Agreement shall not operate to convey to Grantee Grantor's fee interest in the Grantor Parcel or any part thereof.
21. WAIVER OF JURY TRIAL. Grantor and Grantee hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Easement against the other on any matters whatsoever arising out of or in any way connected with this Easement.
22. ESTOPPEL. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within ten (10) days

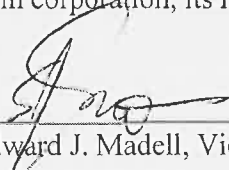
of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

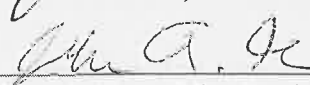
IN WITNESS WHEREOF, the parties hereto have executed this easement the 13 day of November, 2014.

GRANTOR:

CONTINENTAL 246 FUND LLC,
a Wisconsin limited liability company

By: CONTINENTAL PROPERTIES COMPANY, INC.,
a Wisconsin corporation, its managing member

By: 
Edward J. Madell, Vice President 

By: 
Joshua A. Gunn, Vice President 

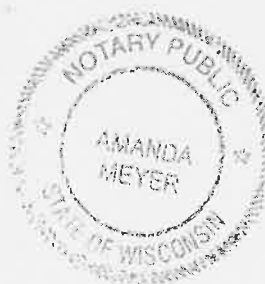
GRANTEE:

VILLAGE OF GERMANTOWN

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Notary Public, State of Wisconsin
My Commission Expires: 02/22/2015



STATE OF WISCONSIN)
) SS.
COUNTY)

Personally came before me this _____ day of _____, 2014 the above named _____, the _____ of _____, a _____, to me known to be such _____ and acknowledged that [s]he executed the foregoing instrument as the deed of said corporation, by its authority.

Notary Public, _____ County, _____
My Commission Expires: _____

CONSENT OF MORTGAGEE

I, KEN STROM of Bank Mutual , mortgagee of Tax Key # GNTV 333949 and GNTV 333950 , do hereby consent to the described water main easement by Continental 246 Fund LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this 14 day of NOVEMBER, 2014.

Ken Strom
By: Name: KEN STROM
Title: VICE PRESIDENT

STATE OF Wisconsin)
) ss.
COUNTY OF Waukesha)

Personally came before me this 14th day of November, 2014, the above-named Ken Strom to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jane Edenharter
Notary Public, State of Wisconsin
My commission expires: 11-15



EXHIBIT A

Grantor Parcel

Lots 1 and 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1359986, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

EXHIBIT B

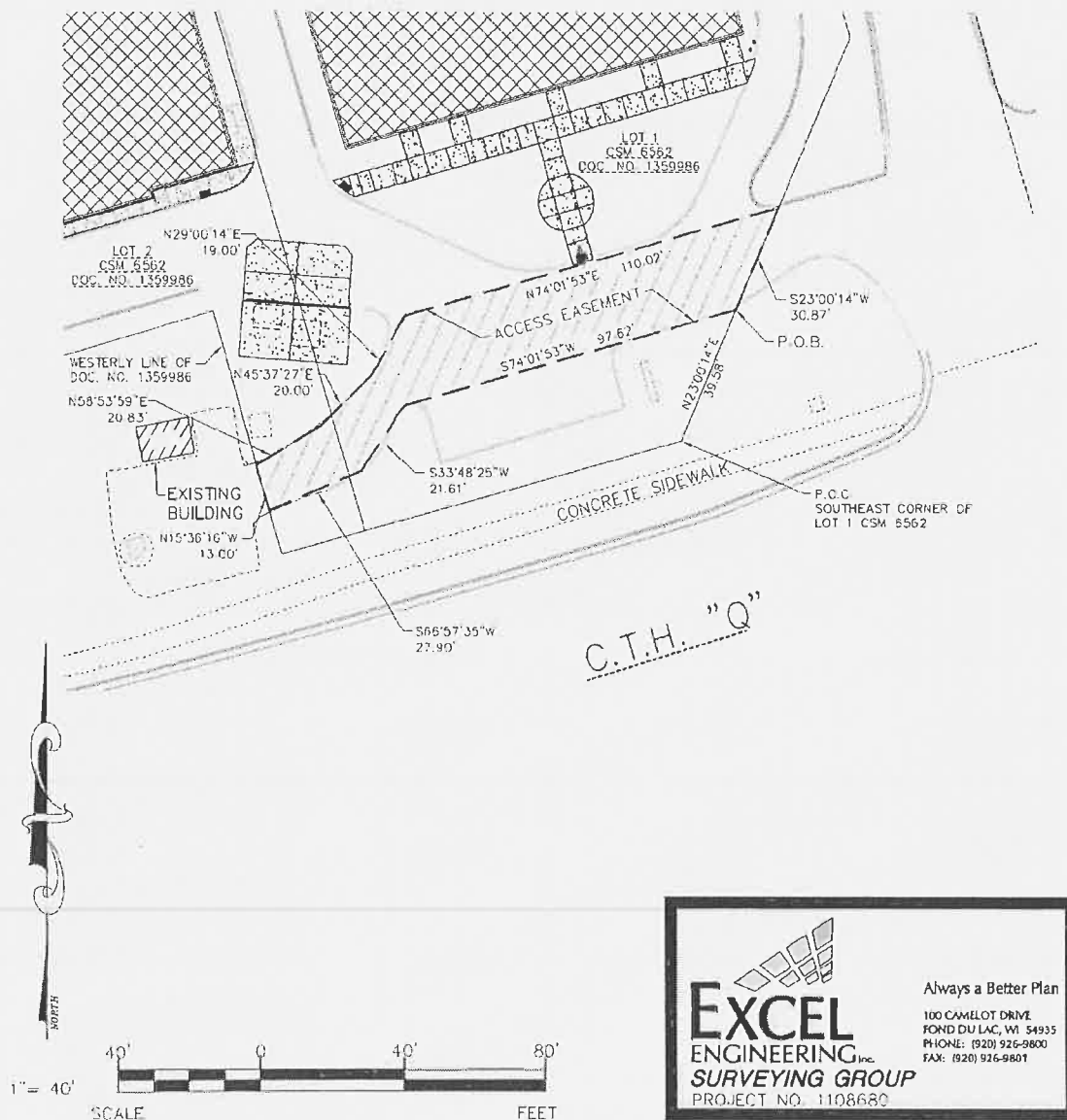
Easement Area

A part of the Southwest 1/4 of the Southeast 1/4, Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 1, Certified Survey Map 3903, recorded as Document No. 607696; thence North 23°-00'-14" East along a Westerly line of said Lot 1, a distance of 39.58 feet to the point of beginning; thence South 74°-01'-53" West, a distance of 97.62 feet; thence South 29°-00'-14" West, a distance of 23.17 feet; thence South 74°-01'-53" West, a distance of 27.81 feet to a Westerly line of a parcel of land described per Document No. 850362; thence North 15°-36'-16" West along said Westerly line, a distance of 12.00 feet; thence North 74°-01'-53" East, a distance of 22.76 feet; thence North 29°-00'-14" East, a distance of 40.13 feet; thence North 74°-01'-53" East, a distance of 110.02 feet to a Westerly line of said Lot 1; thence South 23°-00'-14" West along said Westerly line, a distance of 30.87 feet to the point of beginning.

EXHIBIT C

ACCESS EASEMENT EXHIBIT




EXCEL
ENGINEERING Inc.
SURVEYING GROUP
PROJECT NO. 1108680

Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

V.H. F

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

MEETING DATE: January 5, 2015

AGENDA ITEM: Consent Agenda

ITEM TITLE: Request to Execute & Record Sanitary Sewer and Water Main Easement
– Continental 246, County Line Road

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

This Sanitary Sewer and Water Main Easement was developed with intention of granting the Water Utility and the Wastewater Utility access to both existing and new public sewers and mains.

Village Attorney Sajdak reviewed the Agreement and after a few edits found it acceptable. Village Clerk Goeckner had also discovered a few administrative errors, which Continental had incorporated for the final document.

ATTACHMENTS:

Sanitary Sewer and Water Main Easement

STAFF RECOMMENDATION TO COMMITTEE:

Recommend that Village Board authorize execution and recording of the final Sanitary Sewer and Water Main Easement that incorporates Village Attorney and Village Clerk edits.

PUBLIC WORKS & HIGHWAY COMMITTEE ACTION (Dec. 2, 2014):

Unanimous recommendation that Village Board authorize execution and recording of the final Sanitary Sewer and Water Main Easement that incorporates Village Attorney and Village Clerk edits.

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.

SANITARY SEWER AND WATER MAIN EASEMENT

THIS SANITARY SEWER AND WATER MAIN EASEMENT AGREEMENT ("Agreement") is granted by Continental 246 Fund LLC, GRANTOR, and the Village of Germantown, a Wisconsin municipal corporation, GRANTEE.

RECITALS

- A. GRANTOR is the fee holder of certain real property in the Village of Germantown, Washington County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Property").
- B. GRANTEE has requested that the GRANTOR grant a permanent easement (the "Easements") over certain portions of the Property as such portions are described on the attached and incorporated Exhibits B and C (collectively, the "Easement Areas").

Instrument Drafted by & Return To:

Brian C. Sajdak, Village Attorney
Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

Parcel No. GTNV 333949 and
GTNV 333950

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Grant of Easement – Sewer Main.** GRANTOR grants to GRANTEE, and its licensees, a perpetual nonexclusive easement and right-of-way to construct, reconstruct, install, maintain, operate, supplement, and remove, a public sanitary sewer line and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Sanitary Sewer Easement area identified and shown on Exhibit B. All improvements shall be located below grade (unless otherwise shown on plans submitted by Continental 246 Fund LLC on file at the Village of Germantown).
- 2. Grant of Easement – Water Main.** GRANTOR grants to GRANTEE, and its licensees, a perpetual nonexclusive easement and right-of-way to construct, reconstruct, install, maintain, operate, supplement, and remove, a public water main and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Water Easement area identified and shown on Exhibit C. All improvements shall be located below grade (unless otherwise shown on plans submitted by Continental 246 Fund LLC on file at the Village of Germantown).
- 3. Indemnification.** GRANTEE shall indemnify GRANTOR from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with

GRANTEE's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused intentionally or by the negligence or misconduct of GRANTOR or its agents or employees. In the event of an injury caused by GRANTOR, its agents or employees, GRANTOR shall indemnify GRANTEE from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with such actions.

4. **Duty to Defend.** GRANTOR hereby warrants that it has legal title to the Property and the lands which are subject to these Easements, and that the undersigned has lawful authority to grant these Easements on GRANTOR's behalf. GRANTOR shall defend GRANTOR in its exercise of rights granted under these Easements against any defect in title to the Property and the lands which are subject to these Easements, or the right of GRANTOR to make the grant contained herein.
5. **Consistent Uses Allowed.** GRANTOR reserves the right to use these Easements for purposes that will not interfere with the GRANTEE's full enjoyment of the easement rights granted in this Agreement except that GRANTOR agrees to restrict the use of the land in the Easement Areas as follows:
 - a. The Easement Area will only be put to uses consistent with this easement such as lawn areas, driveways and small, easily removable structures that will not interfere with access to the sewer or water main and related facilities or appurtenances.
 - b. No obstruction of access to the sewer or water main and related facilities or appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the Easement Areas.
 - c. The surface grade elevation of the Easement Areas shall not be raised or lowered more than four (4) inches without the prior written approval of the Village of Germantown Village Engineer.

Notwithstanding the foregoing, GRANTEE agrees that subject to applicable law, GRANTOR retains the right to cross and recross the Easement Areas with other utility lines, pipes, wires and easements and that GRANTOR may install paving, curb and gutter, landscaping and signs on the Easement Area so long as the same are not inconsistent with the grant of the easement herein.

6. **Restoration of Surface and Nondisturbance.** GRANTEE shall perform such maintenance, repairs or replacement to the sewer and water mains as it shall deem necessary and appropriate in the course of regular and customary operations or as may be necessitated by an extraordinary or emergency situation. Upon completion of any such work, GRANTEE shall backfill to the approximate pre-existing grade. GRANTOR, its successors and assigns (including tenants) shall be responsible for the restoration of any and all top soil, turf, other landscaping and/or surface pavement that is disturbed as a result of such work undertaken by GRANTEE.

Without limiting GRANTEE's rights granted herein, GRANTEE will cause the least possible interference with the activities of GRANTOR and any of its agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors in title to the Property) and assigns in connection with its operations in the Easement Areas.

7. **Removal of Obstructions.** Unless immediate removal is necessitated by extraordinary or emergency circumstances, GRANTEE shall notify GRANTOR in writing of any obstructions within the Easement

Areas that need to be removed due to such obstruction's interference with the rights granted herein, including any interference with the structure and operations of the sewer and water main facilities installed in the Easement Areas. Upon receipt of such written notice, GRANTOR shall have thirty (30) days to remove such obstruction at GRANTOR's sole expense. In the event such obstruction is not removed, GRANTEE may remove such obstruction and charge the cost for removal of the same to the GRANTOR. Any unpaid costs shall be assessed against the real estate as a special charge pursuant Wis. Stat. § 66.0627.

8. **Connection to Sewer and Water Main Facilities.** In consideration of the grant of Sanitary Sewer and Water Main easements and the covenants herein contained, GRANTOR and GRANTEE agree that GRANTOR, in and upon developing GRANTOR's land, may freely install laterals and connections to and utilize all improvements installed by GRANTOR pursuant to these Easements (including the water systems of which they are part) in accordance with the Municipal Code of the Village of Germantown upon acceptance of the sanitary sewer and water main installed in these Easements granted hereunder. In hooking-up or connecting to the municipal sanitary sewer and water distribution system, GRANTEE shall levy upon GRANTOR only charges of general applicability to and for utilization of the Village of Germantown sanitary sewer and water main facilities and improvements. No special or unique tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge or any other charge not generally levied upon one connecting to the municipal sanitary sewer and water distribution systems shall be assessed to or against GRANTOR or GRANTOR's land in connection with such hook-ups.
9. **Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by GRANTOR and GRANTEE and their respective successors and assigns. The party named as GRANTOR in this Agreement and any successor or assign to the GRANTOR as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
10. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
12. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Washington County, Wisconsin.
13. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
14. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
16. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

[SIGNATURE PAGE FOLLOWS]

The GRANTOR having caused these presents to be signed and sealed this 13 day of November, 2014.

CONTINENTAL 246 FUND LLC
By Continental Properties Company, Inc., Manager

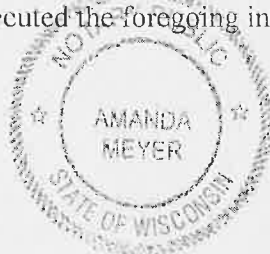
BY: [Signature]
Edward J. Madell, Vice President Att

BY: [Signature]
Joshua A. Gunn, Vice President Att

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 13 day of November, 2014, the above-named Edward J. Madell and Joshua A. Gunn, to me know to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My commission: 02/22/2015



The GRANTEE signifies its acceptance by having these presents to be signed and sealed this _____ day of _____, 2014.

VILLAGE OF GERMANTOWN

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2014, the above-named Dean M. Wolter and Barbara K.D. Goeckner, to me know to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

CONSENT OF MORTGAGEE

I, KEN STROM of Bank Mutual , mortgagee of Tax Key # GNTV 333949 and GNTV 333950 , do hereby consent to the described water main easement by Continental 246 Fund LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this 14 day of NOVEMBER, 2014.

Ken Strom
By: Name: KEN STROM
Title: VICE PRESIDENT

STATE OF Wisconsin)
) ss.
COUNTY OF Waukesha)

Personally came before me this ☒ 14th day of November, 2014, the above-named Ken Strom to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jane Edenharter
Notary Public, State of Wisconsin
My commission expires: 11-15

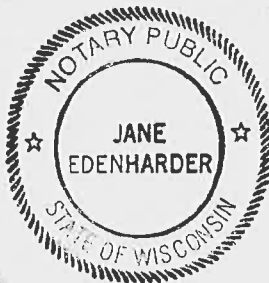


EXHIBIT A

Legal Description

Lot 1 and Lot 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75, as Document No. 1359986, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

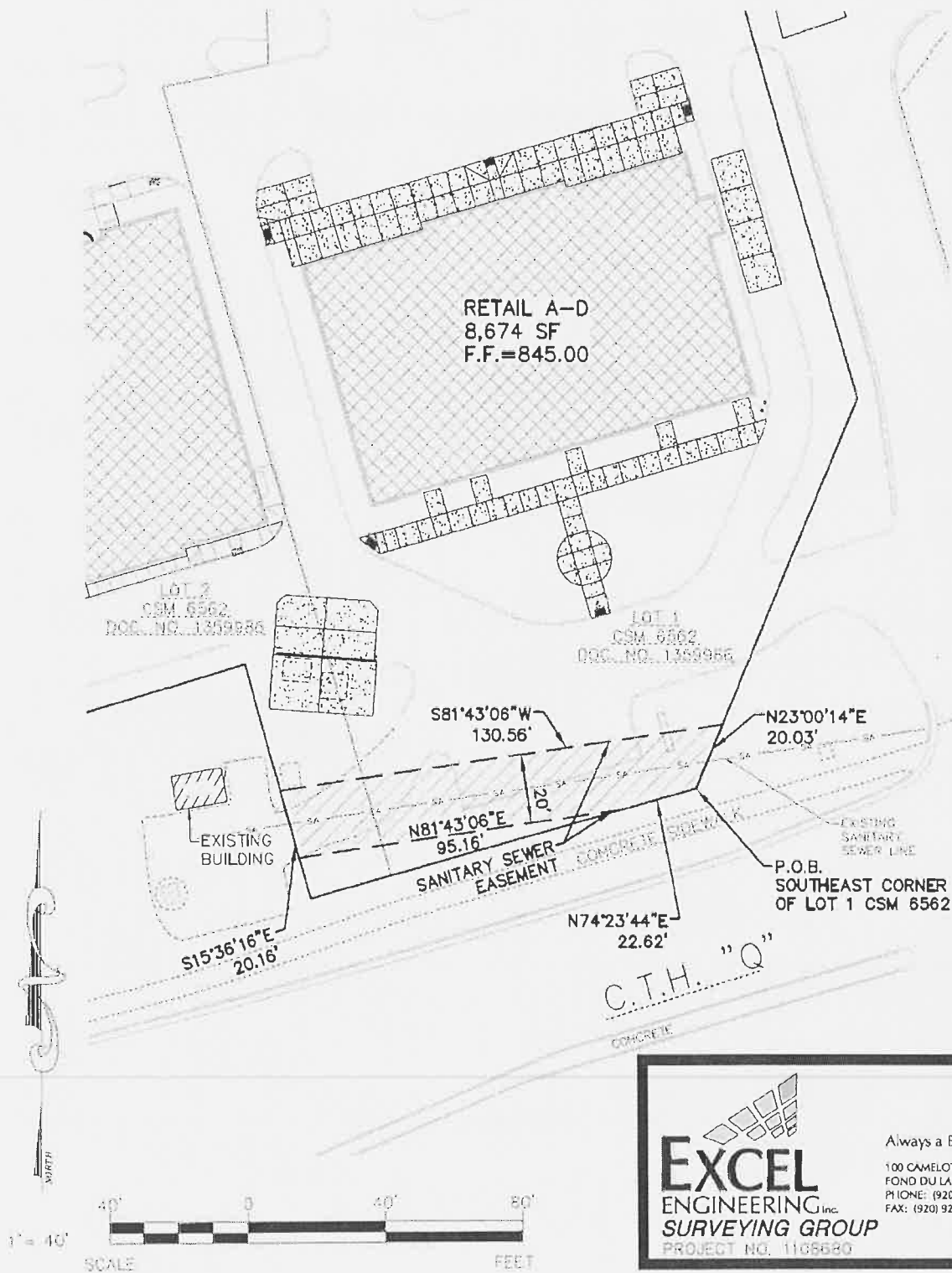
EXHIBIT B

PUBLIC SANITARY SEWER EASEMENT DESCRIPTION

A part of Lot 1 and Lot 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75, as Document No. 1359986, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Beginning at the Southeast corner of said Lot 1; thence North 23°-00'-14" East along an Easterly line of said Lot 1, a distance of 20.03 feet; thence South 81°-43'-06" West, a distance of 130.56 feet to a Westerly line of said Lot 2; thence South 15°-36'-16" East along said Westerly line, a distance of 20.16 feet; thence North 81°-43'-06" East, a distance of 95.16 feet to the Southerly line of said Lot 1; thence North 74°-23'-44" East along said Southerly line, a distance of 22.62 feet to the point of beginning.

PUBLIC SANITARY SEWER EASEMENT EXHIBIT





EXCEL
ENGINEERING inc.
SURVEYING GROUP

Always a Better Plan

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

PROJECT NO. 1106580

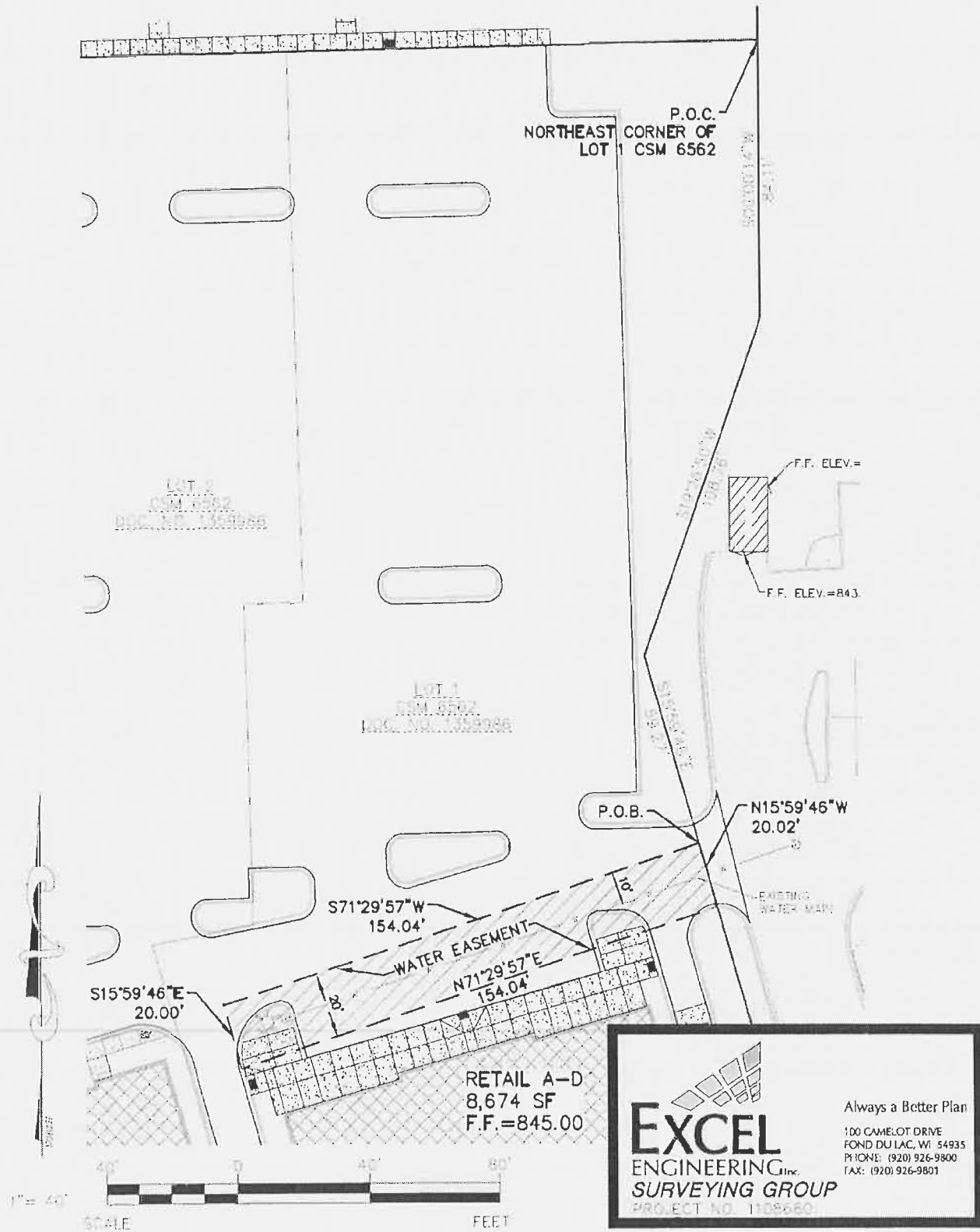
EXHIBIT C

PUBLIC WATER EASEMENT DESCRIPTION

A part of Lot 1 of Certified Survey Map No. 6562 recorded in Volume 50 on Page 75 in the Washington County Register of Deeds Office as Document No. 1359986 being a part of the Southwest 1/4 of the Southeast 1/4, Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00°-00'-14" West along an Easterly line of said Lot 1, a distance of 84.11 feet; thence South 19°-26'-50" West along an Easterly line of said Lot 1, a distance of 108.76 feet; thence South 15°-59'-46" East along an Easterly line of said Lot 1, a distance of 59.27 feet to the point of beginning; thence South 71°-29'-57" West, a distance of 154.04 feet; thence South 15°-59'-46" East, a distance of 20.00 feet; thence North 71°-29'-57" East, a distance of 154.04 feet to an Easterly line of said Lot 1; thence North 15°-59'-46" West along said Easterly line, a distance of 20.02 feet to the point of beginning.

PUBLIC WATER EASEMENT EXHIBIT



V.T.G.

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

MEETING DATE: January 5, 2015

AGENDA ITEM: Consent Agenda

ITEM TITLE: Request to Accept Improvements – TID #4 Retaining Wall Abutting Airgas Inc.

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Recall that the Developer's Agreement with Airgas specifies that the Village will take ownership and maintenance responsibilities for the retaining wall recently built just southeast of Well #11 and Tower #3.

Wall construction was completed on Oct. 31st. The Village hired R.A. Smith National to review drawings and inspect construction. Reports were prepared daily. Additionally, Airgas' general contractor hired PSI to analyze compaction results. Compaction failures occurred at the beginning of the wall's construction and those failing materials were removed. All subsequent compaction tests achieved minimum compaction standards.

A one-year Owner (Airgas) warranty of the wall is required by Therefore Paragraph #4 in the Retaining Wall Operation, Inspection, Maintenance & Easement Agreement.

ATTACHMENTS:

Excerpt from Retaining Wall Operation, Inspection, Maintenance & Easement Agreement

STAFF RECOMMENDATION TO COMMITTEE:

Accept the retaining wall improvements.

PUBLIC WORKS & HIGHWAY COMMITTEE ACTION (Dec. 2, 2014):

Unanimous recommendation to investigate warranty, then forward this request to the Village Board.

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.

RETAINING WALL
OPERATION, INSPECTION, MAINTENANCE & EASEMENT AGREEMENT
Village of Germantown

THIS AGREEMENT is between Airgas Safety, Inc. ("Property Owner") and the Village of Germantown (the "Village"), based upon the following:

WHEREAS, the Property Owner owns the property identified as Lots 40, 41 and 42 of Certified Survey Map No. 6488 and has prepared a new Certified Survey Map to combine the three parcels as shown in the attached Exhibit A, which is in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, the Village owns Lot 24 of Certified Survey Map No. 6318 which is adjacent to the Property and which is improved with a public water tower; and

WHEREAS, the Property Owner wishes to construct a new office and distribution center on the Property which will require the installation of a retaining wall in the location identified on the approved site plan attached as Exhibit B; and

WHEREAS, the Village requires the retaining wall to be built in a manner acceptable to the Village and that the Village be responsible for the repair and maintenance of the retaining wall in order to protect the water tower;

NOW, THEREFORE, based upon the foregoing, the parties agree as follows:

1. The engineering and design of the retaining wall shall be completed and delivered to the Village Engineer for review and approval before construction. Such plans shall be stamped by the Property Owner's engineer.
2. The Property Owner shall supply the Village with a complete set of as-built construction drawings in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the retaining wall within thirty (30) days of completion of the project.
3. The Property Owner shall not construct, place or allow or suffer the construction or placement of structures and/or landscaping on or near the retaining wall without specific written approval from the Village Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed. The Property Owner shall not remove, modify, change or damage the retaining wall without specific written approval of the Village Engineer.
4. The Property Owner shall warrant the retaining wall for a period of one (1) year following acceptance of the retaining wall by the Village as defined herein.
5. Upon the expiration of the warranty period, the Village shall be responsible, at its sole expense, for all maintenance, repairs and/or replacement of the retaining wall,

including the fencing located at the top of the wall, it deems reasonably appropriate and necessary to ensure and ~~protect~~ the structural integrity on the retaining wall and the adjacent water tower. This provision does not apply to such maintenance, repairs, modifications or replacement that is (a) necessitated by the intentional or negligent acts of the Property Owner; or (b) the result of a request by the Property Owner and approved by the Village, in its sole discretion, for reasons including aesthetics, location, expansion needs and the like; such maintenance, repairs, modifications or replacement being at the sole expense of the Property owner.

6. The Property Owner hereby grants to the Village a perpetual easement on, over and under the easement area shown on Exhibit B for the purpose of access to the retaining wall by its authorized employees and contractors for the purpose of physical inspection and repair work, as provided within this Agreement, to enter upon the Property and to inspect the retaining wall at any time the Village reasonably deems necessary.
7. Acceptance of the retaining wall upon completion of its construction shall occur following a physical inspection and approval of the retaining wall by the Village and the review and approval of the as-built drawings by the Village Engineer in writing.
8. The Village shall indemnify and hold Property Owner harmless for any and all costs, damages, losses, claims, suits, liabilities or awards which may arise, be brought or incurred or assessed because of, or relating to, the Village's maintenance of retaining wall except for those claims, suits or assessments which are the result of negligence or misconduct of the Property Owner. The Property Owner, upon receiving notice of or otherwise being informed of an injury or damage which might lead to a claim, suit or assessment, or of such actual claim, suit or assessment, shall tender the defense of such claim, suit or assessment to the Village who shall be responsible for any and all costs and/or expenses, including but not limited to reasonable attorney's fees, damages, awards, verdicts or settlements resulting from such claims, suit or assessments.
9. This agreement shall become effective as of the last date it is executed by wither of the parties as shown below.
10. By signing below, the person signing on behalf of the Property Owner represents that they have the authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
11. This Agreement shall be recorded with the Register of Deeds of Washington County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.

[SIGNATURE PAGES FOLLOW]

VII H

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

MEETING DATE: January 5, 2015

AGENDA ITEM: Consent Agenda

ITEM TITLE: Request for Change Order – Lannon/Appleton Water Main Extension

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer *BRB*

SUMMARY EXPLANATION:

Some complexities associated with underground rock blasting, trenching utilities in rigid pavements, and crossing four underground high-pressure gas mains escalated project costs by 4.7% above that anticipated. The contractor has completed the work to the Village's satisfaction. A 4.7% change order of \$27,709.60 is requested to increase the contract value from \$595,350.00 to \$623,059.60, to be paid by TID #6 Acct. No. 46-576-530-4500.

Recall that the Year 2014 Hwy. 41/45 crossing and nearly 1,000 ft. extension up Appleton Ave. were Phase 1 of a 3-phased project. The Engineering Dept. intends to solicit bids for Phase 2 in Year 2015, which should continue extension up Appleton Ave. to a point near the Lannon Rd. intersection. Phase 3 in Year 2016 would complete the loop extension, and better safeguard municipal water service to properties located west of Hwy. 41/45.

ATTACHMENTS: None

STAFF RECOMMENDATION TO COMMITTEE:

Recommend that Village Board approve a 4.7% change order of \$27,709.60 to increase the contract value from \$595,350.00 to \$623,059.60, to be paid by TID #6 Acct. No. 46-576-530-4500.

PUBLIC WORKS & HIGHWAY COMMITTEE ACTION (Dec. 2, 2014):

Unanimous recommendation that Village Board approve a 4.7% change order of \$27,709.60 to increase the contract value from \$595,350.00 to \$623,059.60, to be paid by TID #6 Acct. No. 46-576-530-4500.

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.

VIII

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. 01-15

ORDINANCE RELATING TO PARKING RESTRICTIONS ON HILBERT AND
DIVISION AND TO AMEND THE OFICIAL TRAFFIC MAP TO REFLECT THE SAME

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

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

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

WHEREAS, the Village's Public Safety Committee unanimously recommended that the restrictions on stopping, standing and parking be removed on certain areas on Hilbert and Division; and

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

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

SECTION I:

The restrictions on stopping, standing or parking of vehicles in the following areas are removed:

1. Hilbert Lane starting 125 feet north of its intersection with Sylvan Circle to its terminus.
2. Division Road from approximately the entry drive for Village Hall north to approximately its intersection with Vista Court.

SECTION II:

The Official Traffic Map of the Village of Germantown, as kept by the Chief of Police pursuant to § 7.02 of the Municipal Code of Germantown, is hereby amended to reflect the prohibition specified in Section I.

SECTION III:

The Director of Public Works is hereby directed and shall remove appropriate traffic signals reflecting the prohibition specified in Section I.

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

Introduced by Trustee:

Adopted: January 5, 2015 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published: _____

IX. A. +
X. A.

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

MEETING DATE: January 5, 2015

AGENDA ITEM: Public Hearing & New Business (PDD Rezoning Ordinance & Conditions & Restrictions Resolution; Certified Survey Map)

ITEM TITLE: Peter Ogorek, Perspective Design Inc., Agent for Compass Properties LLC, Property Owner; N112 W16200 Mequon Road; (1) Rezoning to Create the Germantown Marketplace Planned Development District (B-2/PDD); and (2) 3-lot Certified Survey Map (CSM)

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

SUMMARY EXPLANATION:

Compass Properties LLC, property owner of the Germantown Marketplace located on Mequon Road, is requesting approval of the creation of a Planned Development District (PDD) and a Certified Survey Map (CSM) application in order to: (1) create and sell a separate 1.15-acre parcel for the Associated Bank (proposed Lot 2) and create an additional .87-acre parcel for future development (proposed Lot 3). Lot 1 would contain the remaining 9.66 acres and the existing shopping center and associated parking lot.

As shown in the CSM, the owner proposes to divide the 11.68-acre property into three (3) parcels: a 9.67-acre parcel containing the existing multi-tenant retail commercial building with 394 parking stalls (Lot 1); a 1.15-acre parcel containing the existing Associated Bank and 27 parking stalls (Lot 2); and a new .87-acre "outlot" available for future development (Lot 3). Cross-access, parking and utility easements will be created across all three parcels in order to maintain the ability for the development of all three parcels to function "as is" with common driveway access, circulation, shared parking, and utility connections.

The proposed PDD is intended to make the minimum changes necessary to the basic B-2 Zoning District and other applicable zoning restrictions (parking, signs) in order to accommodate the creation of the two "outlots" (Lot 2 and Lot 3) and maintain code compliance for the remaining development.

ATTACHMENTS:

- ◆ 11/24/14 Staff Report
- ◆ 11/24/14 Plan Commission Meeting Minutes
- ◆ PDD Rezoning Ordinance (Draft)
- ◆ Conditions & Restrictions Resolution (Draft)
- ◆ Preliminary Certified Survey Map (CSM)

PLAN COMMISSION RECOMMENDATION:

APPROVE the proposed Certified Survey Map (CSM) to divide the Germantown Marketplace property into three (3) parcels as proposed subject to the following conditions:

1. All technical corrections listed in the Village Surveyor's November 3, 2014 review memo shall be addressed and/or reflected in a revised CSM prior to recording the CSM.
2. Easement documents for the proposed cross-access easement, "no-build" easement and cross-parking easements shall be prepared and submitted for review and approval by the Village prior to recording the CSM.

APPROVE creation of a B-2: Community Business Planned Development District (PDD) zoning overlay for the Germantown Marketplace property (including all three lots as shown in the proposed CSM) subject to the following conditions:

1. The B-2/PDD zoning district created shall be called the "Germantown Marketplace PDD" with the underlying B-2: Community Business Zoning District regulations as set forth in Exhibit 1 EXCEPT for the changes shown in Table 1: Ground Sign Requirements (page 16).
2. When development of Lot 3 is presented to the Plan Commission it shall include a traffic study including an assessment of traffic circulation and possible recommendations for the reconfiguration of the Mequon road access driveway and overall parking lot to improve access, circulation and safety.

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

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

DATE: Monday, January 5, 2015
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the applications filed by the following applicant to: (1) create a B-2: Community Business Planned Development District (PDD) for the following described property (Germantown Marketplace); and (2) rezone the following described property (Germantown Marketplace) owned by Compass Properties LLC from the B-2: Neighborhood Business District to the B-2/PDD Germantown Marketplace PDD:

Petitioners: Peter Ogorek, Perspective Design Inc., Agent for Sheldon Oppermann, Compass Properties LLC, Property Owner

Property: Germantown Marketplace, N112 W16200 Mequon Road (GTNV#224-986)
Lot 1 of Certified Survey Map #3414, located in the SW 1/4 of the SE 1/4 of Section 22, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of said SE ¼ of Section 22; thence N 01°58'25"W., along the west line of the SE ¼, 65.00 feet; thence N 88°33'18"E., 80.00 feet to the east line of Squire Drive, the south line of Mequon Road and the point of beginning; thence continue N 88°33'18"E., along the south line of Mequon Road, 908.34 feet; thence N 01°57'19"W., 560.02 feet; thence S 88°33'18"W., 908.52 feet to the east line of Squire Drive thence S 01°58'25"E., along the east line, 506.02 feet to the point of beginning. Said lands contain 508,716 square feet or 11.6785 acres.

A copy of the application is on file in the Village Planning Department office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 10th day of December, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: December 18th and December 24th, 2014

PLANNED DEVELOPMENT DISTRICT (PDD) REZONING & CERTIFIED SURVEY MAP (CSM)

11/24/14 Plan Commission Meeting

Perspective Design Inc. / Compass Properties LLC

Village Planner Report

Germantown, Wisconsin

Summary

Perspective Design Inc., agent for Compass Properties LLC, property owner of the Germantown Marketplace located on Mequon Road, is requesting approval of the creation of a Planned Development District (PDD) and a Certified Survey Map (CSM) application in order to divide the property into three parcels.

Location: N112 W16300 Mequon Road

Applicant/

Property Owner: Peter Ogorek Sheldon Oppermann
Perspective Design Compass Properties
11525 W. North Ave 735 Water St
Wauwatosa, WI 53226 Milwaukee, WI 53202

Current Zoning: B-2: Community Business

Proposed Zoning: B-2: Community Business/Planned Development District (PDD)

Adjacent Land Uses		Zoning
North	Commercial/Residential	B-1/Rm-2
South	Residential	Rd-2/Rm-2
East	Commercial	B-2
West	Commercial	B-2/PDD



Proposal

Perspective Design Inc., agent for Compass Properties LLC, property owner of the Germantown Marketplace located on Mequon Road, is requesting approval of the creation of a Planned Development District (PDD) and a Certified Survey Map (CSM) application in order to: (1) create and sell a separate parcel for the Associated Bank (proposed Lot 2) and create an additional development site (proposed Lot 3).

The Planned Development District (PDD) zoning designation creates the ability to relax the basic restrictions in the B-2 Zoning District (e.g. setbacks, lot coverage) and other applicable zoning code provisions (e.g. parking and signage).

Certified Survey Map (CSM)

As shown in the preliminary CSM, the owner proposes to divide the 11.68-acre Germantown Marketplace property into three (3) parcels: a 9.67-acre parcel that will contain the existing multi-tenant retail commercial building with 394 parking stalls (Lot 1); a 1.15-acre parcel that will contain the existing Associated Bank and 27 parking stalls (Lot 2); and a new .87-acre "outlot" available for future commercial development containing 89 existing parking stalls (Lot 3). Cross-access, parking and utility easements will be created across all three parcels in order to maintain the ability for the development of all three parcels to function "as is" with common driveway access, circulation, shared parking, and utility connections.

Planned Development District (PDD)

As presented in the supporting documentation, the proposed PDD is intended to make the minimum changes necessary to the basic B-2 Zoning District and other applicable zoning restrictions in order to accommodate the creation of the two "outlots" (Lot 2 and Lot 3) and maintain code compliance for the existing development. The following proposed code changes are highlighted in a strikeout-and-underline format as shown in Exhibit 1:

- Minimum lot area
- Minimum lot frontage
- Minimum building setbacks
- Maximum lot coverage
- Parking lot landscaping standards
- Parking stall size & number required per building area
- Maximum driveway width
- Maximum sign area

Staff Comments**Engineering**

The Village Surveyor has also identified a few technical corrections (see November 3, 2014 memo) for the CSM that will need to be addressed prior to recording the CSM.

Planning & Zoning

While it is not intended that Lot 2 or Lot 3 have direct access to Mequon Road, the CSM should be revised to include an access restriction stating that fact.

Staff supports the creation of a PDD district in this case and the proposed code changes deemed necessary to accommodate creation of the two outlots except for the changes proposed for signage area. The changes proposed to the minimum setback

and maximum sign area allowance for ground signs (see Table 1: Ground Sign Requirements on page 16 of Exhibit 1) double the amount of sign area allowed. In this case, creation of the two outlots effectively creates the opportunity for each lot to have a separate ground sign (in fact, Associated Bank already does). Allowing double the amount of sign area for this is excessive. While the existing monument sign is non-compliant with the current sign regulations (exceeds 15' height allowance, sign area and property line setback), it can continue to be used "as is" a non-conforming sign. Staff is of the opinion that, if and when this particular sign requires future improvement, it should be required to comply with the (then) current sign regulations.

VILLAGE PLANNER RECOMMENDATION

APPROVE the proposed Certified Survey Map (CSM) to divide the Germantown Marketplace property into three (3) parcels as proposed subject to the following conditions:

1. All technical corrections listed in the Village Surveyor's November 3, 2014 review memo shall be addressed and/or reflected in a revised CSM prior to recording the CSM.
2. Easement documents for the proposed cross-access easement, "no-build" easement and cross-parking easements shall be prepared and submitted for review and approval by the Village prior to recording the CSM.

VILLAGE PLANNER RECOMMENDATION

APPROVE the creation of a B-2: Community Business Planned Development District (PDD) zoning overlay for the Germantown Marketplace property (including all three lots as shown in the proposed CSM) subject to the following conditions:

1. The B-2/PDD zoning district created shall be called the "Germantown Marketplace PDD" with the underlying B-2: Community Business Zoning District regulations as set forth in Exhibit 1 EXCEPT for the changes shown in Table 1: Ground Sign Requirements (page 16).

Jeffrey Gerschke – Bonniwell Road & Country Aire Drive. Accurate Surveying, agent for Jeffrey Gerschke, owner of a 10 acre parcel, is requesting approval of a rezoning and 2 lot Certified Survey Map (CSM) in order to create two (2) 5 acre residential lots. Planner Retzlaff summarized the proposal.

MOTION Shadid second Campbell to Approve the proposed A-2 to Rs-1 Rezoning and the 2 lot Certified Survey Map land division for the 10 acre Gerschke property located on Bonniwell Road subject to the following conditions:

- 1. All technical corrections identified in the Village Surveyor's November 20, 2014 review memo shall be addressed in a revised CSM prior to recording.***
- 2. The Certified Survey Map shall be revised to include the correct zoning and setbacks in the documentation.***

MOTION carried unanimously.

Compass Properties LLC – N112 W16200 Mequon Road. Perspective Design, agent for the owner of the Germantown Marketplace, is requesting approval of the creation of a Planned Development District (PDD) and a Certified Survey Map application in order to divide the property into three parcels. Planner Retzlaff summarized the proposal.

Peter Ogorek, Perspective Design, said the purpose of the proposal is to sell the bank property and create an additional lot for future development. Commissioner Yokes said he understands the reason for creating an outlot, but had concerns with parking especially during the holiday seasons. Mr. Ogorek said there would be a cross parking agreement between all 3 lots. Chairman Baum was also troubled with the amount of parking spaces that would be lost. Planner Retzlaff said the development already exceeds the amount of required parking as required in the parking guidelines. Commissioner Yokes asked if there was any intention to improve the rest of the parking lot or to direct traffic to the side street exit to alleviate the problems at the Mequon Road entrance. Mr. Ogorek said the proposal is to create the parcels at this time and stated there is no tenant at this time. He said Mr. Oppermann hasn't had a parking situation or received any complaints from tenants since he's owned the property over the last seven years. Chairman Baum said access to Mequon Road is currently problematic and sees the proposal as a mechanism to improve that by including a condition on lot 3 regarding future development would require improvement of traffic flow. Planner Retzlaff said a requirement could be added that any future development of lot 3 include a traffic and circulation study with a possibility of needing to make internal circulation improvements including but not limited to improving the left turn lane and north approach at Mequon Road.

MOTION Campbell second Shadid to Approve the proposed Certified Survey Map (CSM) to divide the Germantown Marketplace property into three (3) parcels as proposed subject to the following conditions:

- 1. All technical corrections listed in the Village Surveyor's November 3, 2014 review memo shall be addressed and/or reflected in a revised CSM prior to recording the CSM.***
- 2. Easement documents for the proposed cross-access easement, "no-build" easement and cross-parking easements shall be prepared and submitted for review and approval by the Village prior to recording the CSM.***

MOTION carried unanimously.

Mr. Ogorek asked that the requirement to provide a traffic study be tied to the development that happens on the property. He said re-laying out the entire parking lot would be a big burden on lot 1. Planner Retzlaff said the creation of new development will trigger the need to reassess the parking. Chairman Baum said he's not looking to re-stripe the entire parking lot, but something to fix the ingress/egress on Mequon Road should be done.

MOTION Campbell second Shadid to Approve the creation of a B-2: Community Business Planned Development District (PDD) zoning overlay for the Germantown Marketplace property (including all three lots as shown in the proposed CSM) subject to the following conditions:

- 1. The B-2/PDD zoning district created shall be called the "Germantown Marketplace PDD" with the underlying B-2:Community Business Zoning District regulations as set forth in Exhibit 1 EXCEPT for the changes shown in Table 1: Ground Sign Requirements (page 16).***

MOTION to Amend Baum second Shadid to add Condition #2 that when development of Lot 3 is presented to the Plan Commission it include a study in reconfiguration of the parking lot to improve traffic flow as necessary in the development.

MOTION to Amend carried unanimously.

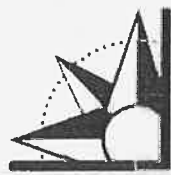
MOTION to Approve as Amended carried unanimously.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:33 p.m.

Respectfully submitted,

Lori Johnson
Planning Assistant



COMPASS PROPERTIES

RECEIVED

NOV 14 2014

Madison

Milwaukee

Stevens Point

Wausau

To: Village of Germantown

From: Compass Properties Germantown, LLC
Sheldon Oppermann, Executive Vice President

Date: November 6, 2014

RE: Germantown Marketplace - Phase 1 parking requirements

In an effort to bolster our request and appeal for allowing our current parking ratios to satisfy the parking requirements as put forth in the Zoning code, but adjusted in accordance with the requested PDD I am offering this narrative.

We are requesting the required parking # be adjusted for the following reasons.

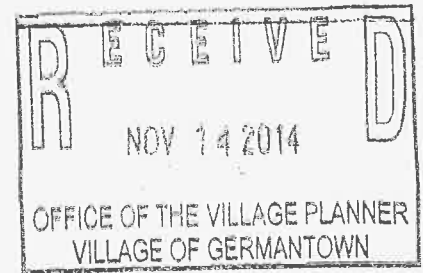
- The layout is as existing since construction, and the parcel is landlocked. We have no additional land on which to add parking or additional green space. To require additional parking would require the demolition of income producing property.
- The existing tenants have all been tenants of the shopping center for a long time, including a time when tenants occupied all but 1,400 square feet of the available 110,000 square feet. At no time during those years, did any tenant express any request, requirement, or concern for additional parking. Parking remained available even when the center was fully occupied and all businesses were open to the public for business.
- We have adequate parking available to satisfy our tenant's requirements. The submitted 4 cars per 1,000 square feet with cross-parking on the site is all that would be required or necessary. As such, there is no need to provide additional parking, except for compliance with a code. The reasons for the code being in place, are no doubt valid, but they have not raised their head on this property for the duration of our ownership. I have personal knowledge of the conditions of the property since August 2004, and can vouch for this statement as true.
- Additionally, we believe that times have changed in regard to how communities address parking. Designing parking for the worst-case scenario like Christmas or Thanksgiving shopping is no longer the standard because it leads to very large parking lots that are under-utilized the remainder of the year. Transportation and parking have also changed with the economy and sustainability; more people are carpooling, using mass-transit, or walking and biking to their destination, all of which lead to fewer parking stalls needed. In addition, there is also a synergy within the uses on the property; the Bank is closed when the grocery store is at its greatest parking demand, allowing the cross-parking on the site to accommodate any temporary large parking demand.

Humbly, I ask that you permit this change to allow existing conditions to be permitted so that we can move forward with this property knowing the rules under which the property is subject.



**PERSPECTIVE
DESIGN, INC.**

11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781



November 14th, 2014

Jeffrey W. Retzlaff, AICP
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

RE: Compass Properties CSM & PDD Rezoning Applications;
Staff Review Comments

Mr. Retzlaff,

Please find our responses to the Village Staff review comments regarding the Compass Properties CSM & PDD Rezoning at Germantown Marketplace.

Planning Department

1. Please see the attached Site Plan sheet with the proposed lot lines shown to better represent how the land division of the site will affect the existing parking area and site.
2. Please see the attached Site Plan sheet with a site statistics table including lot coverage for impervious area, building area, and open space for each lot created.
3. The parking demand calculations are based on owner experience and the existing retail tenant requirements to arrive at the modified parking calculations for the proposed Planned Development District. While the parking provided is less than what the current Village Guidelines require, based on experience at the property, the cross-parking easement provision in the proposed Rezoning Application will provide sufficient parking access to the entire site.
The parking available on Lot 3 is listed in its current state of 89 stalls, as it is not known what will be developed or what the future type or size of that building will be, or how the parking will be modified. When the parking for Lot 3 is changed for future development, based on our estimations, the parking for the entire site will still conform to the parking regulations of the Planned Development District created under this application. We have made the requested changes to the underlying zoning code based on estimates of what could reasonably be developed on Lot 3.
4. The Zoning Code Worksheet was provided for your reference so that you would not need to compile your own computations to determine zoning compliance and to show, by lot, existing conditions which are currently compliant and which areas need to be revised to become compliant. These changes were all incorporated into the Revised Zoning Code document provided with the previous

C O M M E R C I A L A R C H I T E C T S

application; please see 'Item 6' below for clarification.

The values for Lot 3 were provided with the site in its current state, as an open-field parking lot. When Lot 3 is developed in the future, it will need to conform to the parking regulations of the Planned Development District created under this application. We have estimated the requirements for Lot 3 based upon experience.

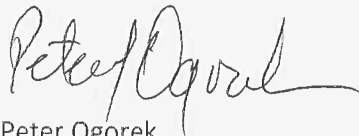
5. We are not requesting a separate driveway on Mequon Road for Lot 3. The cross-access provision in the proposed Rezoning Application will provide sufficient access to the entire site. Please refer to the access easement depicted on the proposed Certified Survey Map.
6. The narrative provided in the previous submittal was written to include only the sections that were to be modified or added to. We have re-written the document to use the original Chapter 17 Zoning Code as the base document for our revised Planned Development District code; altering the text by indicating areas to be removed with a strike-through and red font, and areas to be added with underlined and yellow highlighted text.

The reasons for changing the code provisions are primarily to make the existing conditions compliant and to allow for compatible future development of Lot 3. For example, while some of the parking spaces meet the current code requirement of 180 square feet, other existing spaces are only 162 square feet. Changing this provision would allow the existing spaces to become compliant through the new Planned Development District. In addition, the sign area table revisions are based on an initial estimate of the existing sign sizes and what future sign sizes would be allowed to remain consistent with the existing signage.

Engineering Department

7. The site CSM has been revised and re-submitted as part of this re-application.

Sincerely,



Peter Ogorek

President, Perspective Design, Inc.

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17.29 B-2 COMMUNITY BUSINESS DISTRICT.

The B-2 District is intended to provide for individual or large groups of retail and customer service retail establishments in a "shopping center" setting. This type of district is usually located at or near the intersections of 2 arterial streets or highways, but separated from the traditional "central business district" and designed for the convenience of weekly or monthly one-stop shopping and includes such amenities as increased open space and ample off-street parking and loading areas and architectural screening or landscaping.

(1) **PERMITTED PRINCIPAL USES.** (Rep. & Recr. Ord. #1-95) The following uses and activities:

- (a) Animal hospitals, clinics.
- (b) Antique stores.
- (c) Appliance sales and service.
- (d) Art, dance or music studios.
- (e) Auto accessory sales and service.
- (f) Bakeries, including the baking of goods for local sale.
- (g) Banks, savings and loan associations and other financial institutions.
- (h) Barber and beauty shops.
- (i) Book stores.
- (j) Bowling/pool establishments.
- (k) Business offices.
- (l) Candy and confectionery stores.
- (m) Caterers.
- (n) Clock/watch shops.
- (o) Clothing repair shops.
- (p) Clothing stores.
- (q) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (r) Computer sales and service.
- (s) Convenience food stores.
- (t) Delicatessens.
- (u) Dentist, physician or other similar professional health offices.
- (v) Department stores, maximum 50,000 square feet.
- (w) Drug stores.
- (x) Dry cleaning pickup and delivery establishments.
- (y) Electrical supply stores.
- (z) Financial or tax consultants.

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- (aa) Florists.
- (bb) Furniture stores.
- (cc) Furniture upholstery/repair.
- (dd) Furriers.
- (ee) Garden supplies, horticultural services.
- (ff) Gift stores.
- (gg) Grocery stores.
- (hh) Hardware stores.
- (ii) Heating supply stores.
- (jj) Hobby shops.
- (kk) Indoor health or recreation establishments.
- (ll) Indoor tennis/racket ball establishments.
- (mm) Indoor theaters.
- (nn) Interior decorators.
- (oo) Jewelry stores.
- (pp) Liquor stores.
- (qq) Meat, fish or poultry markets.
- (rr) Museums.
- (ss) Music and musical instrument stores.
- (tt) Optical stores.
- (uu) Paint, glass and wallpaper stores.
- (vv) Pet shops.
- (ww) Photo and film pickup stores.
- (xx) Photo studios.
- (yy) Photographic supplies and camera stores.
- (zz) Plumbing supply stores.
- (aaa) Professional offices.
- (bbb) Quick printing shops.
- (ccc) Radio broadcasting studios.
- (ddd) Real estate and insurance offices.
- (eee) Restaurants. (Am. Ord. #7-04)
- (fff) Self-service carwashes.
- (ggg) Self-service laundries.
- (hhh) Shoe repair shops.
- (iii) Shoe stores.
- (jjj) Soda fountains.

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- (kkk) Sporting goods stores.
 - (lll) Stationery stores.
 - (mmm) Variety stores.
 - (nnn) Video sales/rental.
 - (ooo) Secondhand stores less than 5,000 square feet in area. (Cr. Ord. #26-97)
 - (ppp) Home improvement stores. (Cr. Ord. #17-98)
 - (qqq) At the time of the creation of this PDD, any store larger than 50,000 square feet.
- (2) **PERMITTED ACCESSORY USES.** (Rep. & Recr. Ord. #1-95)
- (a) Attached garages for storage of vehicles used in conjunction with the operation of a business.
 - (b) Off-street parking and loading areas.
 - (c) Roof-mounted satellite transmitting and receiving fixtures.
 - (d) Drive-through establishments and facilities provided that all such facilities meet the yard requirements set forth herein, any protective canopy shall be located not closer than 10 feet 25 feet to the property line or a 'No-Build Easement', and any parking stall or driveway, shall not be closer than 50 feet to a residential district lot line (per section 17.45(1)(b)). (Cr. Ord. #7-04, Renum. MCC)
 - (e) Outdoor vending (see section 17.50). (Cr. Ord. #24-10)
- (3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #1-95) See section 17.42 of this chapter.
- (a) Amusement arcades.
 - (b) Any use similar to a permitted principal use.
 - (c) Churches, length of duration and permit renewal schedule as determined by the Village Board. (Am. Ord. #16-99; Cr. Ord. #2-01; Am. Ord. #37-04)
 - (d) Reserved. (Rep. Ord. #7-04)
 - (e) Hotels or motels.
 - (f) Parks, leisure or ornamental.
 - (g) Petroleum service stations.
 - (h) Theaters, assembly halls.
 - (i) Transit and car pooling parking areas.
 - (j) Transit bus stations.
 - (k) Wind energy conversion systems.
 - (l) Residential quarters for the owner or proprietor or caretaker/watchman provided that such quarters are in the principal building, not on the ground level floor, and that entrances and exits to such quarters are direct to the exterior of the building. There shall also be a minimum floor area of 400 square feet for an efficiency unit, 600 square feet for a one-bedroom unit and 750 square feet for a 2-bedroom unit. A dwelling unit with more than 2 bedrooms shall not be allowed. Residential quarters in a B-2 District shall be reviewed by the Plan Commission in the same manner provided for in section 17.24 of this chapter.
 - (m) Detached accessory buildings.
 - (n) Taverns.

- GERMANTOWN, WISCONSIN

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- (o) Recreational vehicle sales and services.
 - (p) Child care, day care centers or preschool centers licensed by the State and in continuous compliance with all applicable State and local regulations. (Cr. Ord. #34-97)
 - (q) Fenced yards for the sale and storage of goods and materials directly related to a permitted use. (Cr. Ord. #17-98)
 - (r) Any store larger than 50,000 square feet. (Cr. Ord. #27-98)
 - (s) Tattoo and body piercing establishments. (Cr. Ord. #06-09)
 - (t) Off-site parking areas (see section 17.45). (Cr. Ord. #9-10)
- (3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in section 17.07(2a) of this chapter and as defined in section 17.08(83) of this chapter.
- (4) **LOT, YARD AND BUILDING REQUIREMENTS.** (Rep. & Recr. Ord. #1-95; Am. Ord. #27-98)

Lot frontage at setback	Minimum <u>150 feet</u> 500 ft.
Lot area	Minimum <u>35,000 sq. ft.</u> 390,000 sq. ft.
Principal buildings:	
Front yard	Minimum <u>50 ft.</u> 100 ft.
Side yards	Minimum <u>10 ft. (measured to lot line or no-build easement)</u> 40 ft.
Rear yard	Minimum 40 ft.
Building height	Maximum 45 ft. <u>(At the time of the creation of the PDD, existing building height to be deemed compliant, all future changes to comply with B-2 Zoning)</u>
Accessory buildings:	
Front yard	Minimum 100 ft.
Side yards	Minimum 40 ft.
Rear yard	Minimum 25 ft.
Building height	Maximum 15 ft.

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Number of stories	Maximum 2
Percent of lot coverage	Maximum <u>90%</u> 75% , including parking and loading
Floor area per store	Minimum 450 sq. ft.

- (5) **PARKING AND LOADING REQUIREMENTS.** See section 17.45 of this chapter.
- (6) **SITE PLAN APPROVAL REQUIRED.** See section 17.43 of this chapter.
- (7) **SCREENING REQUIREMENTS.** Same as for B-1 District. All outdoor storage and trash areas shall be screened from view by an enclosure or by landscape screening, or by a combination of both methods.

17.43 SITE PLAN APPROVAL REQUIREMENTS.

- (1) **PURPOSE AND INTENT.** (Am. Ord. #10-12) For purposes of promoting compatible development and ensuring adequate public facilities, no person shall obtain a building permit or commence a use of land without first obtaining site plan approval from the Village subject to subsection (9). No approval is required for any site improvements or interior or exterior building improvements or remodeling that does not substantially change the appearance, character of use or add substantial floor area (greater than 2,000 square feet). No approval is required for construction in single-family and 2-family districts.
- (2) **PRELIMINARY CONSULTATION.** Prior to the preparation and official submittal of the site plan and supporting data, the applicant shall meet with the Plan Commission and/or its staff for a preliminary consultation. The purpose of this preliminary consultation is to have an informal discussion of the proposed project, a review of the regulations and policies applicable to the project and a discussion of the land use implications of the project.
- (3) **REQUIRED SITE PLAN INFORMATION.** The site plan shall be drawn to a scale not smaller than 30 feet to the inch, certified by a registered land surveyor, professional engineer, planner, architect or landscape architect and shall show the following:
 - (a) The dimensions of the land area and lot lines included in the project and the area of the site or lot(s) included in the project.
 - (b) Existing and proposed grades based on Village datum (U.S.C.G.S.), drainage systems and structures, and topographic contours at intervals not exceeding 2 feet.
 - (c) The shape, size, location, height, floor area and the finished ground and basement floor grades of all proposed buildings and structures.
 - (d) Natural features such as wood lots, streams and lakes or ponds, and man-made features such as existing roads and structures, with indication as to which are to be retained and which are to be removed or altered.
 - (e) Adjacent properties and their uses and zoning classification shall be identified.

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- (f) Proposed sidewalks, paths, streets, driveways, parking spaces and loading spaces showing direction of travel for one-way drives.
 - (g) The width of streets, driveways and sidewalks and the total number of parking spaces shall be shown.
 - (h) Architectural renderings and general floor plans shall be provided for all new buildings. These drawings and plans should show sufficient detail to indicate the architectural design of the proposed building, but all design details are not required at this stage.
 - (i) A lighting plan describing fixtures and designating placement.
 - (j) The size and location of all existing and proposed public and private utilities.
 - (k) A vicinity sketch showing the location of the site in relation to the surrounding street system.
 - (l) The name, address and telephone number of the owner, developer and designer.
 - (m) The anticipated resident population contained within the project or the number of employees anticipated to determine the impact on public utilities, including estimates of average daily quantities of water usage, wastewater discharge and strengths and cooling water volumes, if any.
 - (n) Any other information necessary to establish compliance with this chapter and chapter 14 of this Code.
- (4) **OFFICIAL SUBMITTALS REQUIRED.** Ten copies of the site plan, accompanied by a dated letter of submittal requesting action, shall be submitted to the Plan Commission for its review and action. The site plans shall be submitted to the Plan Commission at least 10 days prior to the Plan Commission meeting at which the site plan will be considered for approval unless an extension of time is mutually agreed upon.
- (5) **LANDSCAPE REQUIREMENTS AND PLAN REVIEW.** (Rep. & Recr. Ord. #32-02)
- (a) In the development of new subdivisions, commercial property, industrial, elderly housing, multifamily and institutional properties, the Village Forester and/or Village Plan Commission will review landscape plans provided by the developer and shall require that street trees be planted, or payment in lieu of planting (to be made in an amount to be determined by the Village Forester per tree), for any of the streets, parking lots, outlots, parks and other public places contained within or abutting lands henceforth developed and/or subdivided.

The developer will submit a tree removal plan that shows exact trees proposed to be removed in the new development, and such removals shall be subject to approval of the Forester and/or the Plan Commission. The developer will also provide a plan specifying methods of protecting trees not listed for removal.
 - (b) All developments subject to this section shall be required to comply with minimum landscaping standards, as follows:
 - 1. *Residential Development.*
 - i. All yards sodded or seeded on at least 4 inches of topsoil.
 - ii. Two trees and/or shrubs per dwelling unit. Trees shall be a minimum of 1½ inches in diameter and shrubs shall be a minimum of 3 years old, with placement according to the plan approved under subsection (a) above.
 - 2. *Nonresidential Development.*
 - i. All yards sodded or seeded on at least 4 inches of topsoil.
 - ii. Trees and shrubbery appropriate for the development, and according to the plan approved under subsection (a) above.

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(c) Parking Lot Landscaping.

1. In parking lots, at least 5% of the interior parking area shall be landscaped with plantings, and one tree of a minimum 2-inch caliper, for each 20 spaces ~~40 spaces~~, all as shall be submitted and approved as part of the plan provided for herein above. Planting required within the parking lot shall be in addition to, and not in lieu of, other planting requirements, such as for street trees.
2. Parking lot street frontage screening and perimeter screening shall be a minimum of 5 feet wide.
3. Parking lot landscaping shall be located in protected areas, such as along walkways, in center islands, at the ends of bays, or between parking stalls. All landscaping in parking areas and on the street frontage shall be placed so that it will not obstruct sight lines and distances.
4. A mixture of hardy flowering and/or decorative evergreen and deciduous trees which shall be selected by the developer from an approved list of types and species of plantings and trees to be provided by the Village, shall be planted. Evergreens shall be used along the perimeter of the lot for screening from adjacent properties, and the deciduous trees for shade within the lot. Areas between trees shall be mulched or planted with shrubs or ground cover. Any landscaped area that will be under the overhang of vehicles shall be mulched or covered with decorative paving material.
5. At the time of the creation of the PDD, existing tree count and configuration shall be deemed compliant until the site is substantially changed or redeveloped, at which time it shall meet the requirements of the underlying zoning of the PDD.
6. At the time of the creation of the PDD, parking lot interior landscaping shall be deemed compliant until the site is substantially changed or redeveloped, at which time it shall meet the requirements of the underlying zoning of the PDD.

(d) Notwithstanding the foregoing, this subsection shall not apply to development of lands and infrastructure by the Village in tax incremental financing districts. In such developments, the tax incremental financing district project plan shall be controlling.

- (6) **DEVELOPERS AGREEMENT.** The Plan Commission may require a bond, letter of credit or a consent and waiver for special assessments, together with a signed developers agreement, in order to assure completion of the improvements provided for in the proposed site plan.
- (7) **REVIEW PROCEDURE.** Upon receipt of the site plan, the Plan Commission shall review it to determine whether it is in proper form, contains all of the required information, shows compliance with this and other ordinances and plans of the Village, and demonstrates the adequacy of utility services. Upon demand by the applicant of the site plan, the Plan Commission shall, within 30 days of its initial submittal, approve it, conditionally approve it or deny approval. Denial of approval shall be limited to any defect in form or required information, or any violation of any provision of this chapter or any ordinance, or the inadequacy of any utility. The Plan Commission's action shall be issued in writing by the Plan Commission Secretary stating, in detail, the reasons for the Plan Commission's actions.
- (8) **APPEAL.** The applicant may appeal any denial to the Board of Zoning Appeals.
- (9) **SITE PLAN REVISIONS.** (Am. Ord. #10-12) Any proposed site improvement or any interior or exterior building improvement to an existing building or developed property that received site plan approval from the Village in the past (except one- and 2-family residential dwellings) must be reviewed and

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approved by the Village prior to issuance of a building or zoning permit. Minor improvements may be approved by the Zoning Administrator with a zoning permit unless the Zoning Administrator determines that a proposed improvement would substantially change the appearance, change the characteristics of the use or integrity of the site or building, add substantial floor area, or otherwise require Plan Commission review and approval. Major improvements (as determined by the Zoning Administrator) shall be reviewed and approved by the Plan Commission.

- (10) **FEES.** Prior to site plan approval, the applicant for a site plan shall pay all professional fees incurred by the Village for review of a site plan by the Village Planner, the Village Attorney or the Engineering Department staff.

(11) **LAPSE OF SITE PLAN APPROVAL; FAILURE TO COMMENCE CONSTRUCTION AND CONTINUE TOWARD COMPLETION.** (Am. Ord. #22-07)

- (a) Except under the following conditions, if construction or other activities necessary to complete a development project and/or land use have not commenced within 12 months from the date site plan approval has been granted and continue toward completion in accordance with the proposed/approved timeframe, or, said construction or other activities have commenced but subsequently are stopped or abandoned for a period of 12 consecutive or cumulative months, site plan approval shall be deemed to have lapsed and all Village permits and/or approvals granted subsequent to such site plan approval shall expire and be null and void.

1. An extension has been granted pursuant to subsection (11a); or
2. Different project-specific commencement and/or completion deadlines have been established as a condition of approval in the site plan approval, in a conditional use permit, or in a PDD condition and restrictions resolution adopted by the Village Board (including but not limited to phased development).

- (b) If construction or other activities necessary to complete a development project and/or land use have not been completed within 2 years from the date site plan approval was granted or other deadlines established pursuant to the conditions under subsections (a)1. and 2. above, the site plan approval shall be deemed to have lapsed and there shall be no further development or construction unless and until a reapplication for the same or revised site plan has been re-approved by the Plan Commission.

- (c) If a site plan approval has lapsed and buildings or other improvements that are part of the development project for which said site plan approval was granted, the Plan Commission may require such buildings and/or improvements to be removed and the site restored to predevelopment conditions.

- (d) If a site plan approval has lapsed and the applicant/property owner has submitted a subsequent application for site plan approval, the Plan Commission may approve the site plan as was originally approved, or, may require revisions or other conditions of approval as deemed necessary. Applications for site plans for which a previous approval has lapsed will be subject to all applicable application fees.

- (11a) **EXTENSION OF DEADLINE FOR CONSTRUCTION COMPLETION.** (Cr. Ord. #22-07) At its discretion, for good cause and following consideration of a written request submitted by the applicant/property owner to the Village prior to expiration of the previous deadline, the Plan Commission (and Village Board in the case of projects being developed in a PDD) may grant one or more extensions of the deadline to complete the project for which site plan approval was granted. The duration of each extension shall be determined by the Plan Commission (or Village Board in the case of PDD projects) but shall not exceed 12 months. A deadline extension request that is received prior to expiration of the current deadline will not be subject to any applicable application fees. Requests received after expiration of the current deadline will be subject to applicable application fees.

(12) **CERTIFICATE OF OCCUPANCY.**

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- (a) *Required.* No certificate of occupancy shall be granted until all improvements shown on an approved site plan have been completed in accordance therewith.
- (b) *Exceptions.* Upon a finding by the Zoning Administrator that certain improvements cannot be completed due to seasonal or other factors beyond the control of the developer and that temporary occupancy prior to completion will involve no health or safety hazard, the Zoning Administrator may issue a temporary certificate of occupancy bearing an expiration date, which date shall allow reasonable time for completion of all required improvements prior to the date of expiration of the temporary certificate of occupancy. No temporary certificate of occupancy shall be granted for a period longer than one year. No permanent certificate of occupancy shall be issued by the Zoning Administrator until all required improvements are completed.

17.45 TRAFFIC, PARKING, LOADING AND ACCESS.

- (1) **PARKING REQUIREMENTS.** In all districts and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended or increased, off-street parking stalls for all vehicles in accordance with the following:
 - (a) The size of each parking space shall be not less than 162 square feet ~~180 square feet~~ exclusive of the space required for ingress and egress.
 - (b) Unless authorized pursuant to section 17.45(5) below, the location of any off-street parking area shall be on the same lot or parcel (i.e., "on-site") as the principal use and no parking stall or driveway, except in residential districts, shall be closer than 50 feet to a residential district lot line; except churches, in which case the distance shall be no closer than 20 feet to a residential district lot line. Berming may be required with possible landscaping, as determined by the Plan Commission. (Am. Ord. #1-02; Am. Ord. #9-10)
 - (c) All open off-street parking areas except parking spaces accessory to single-family and 2-family dwellings shall be surfaced with a bituminous or concrete pavement in accordance with the Village standards and specifications. Such parking areas shall be graded so as to dispose of all surface waters and no significant surface waters shall be allowed to drain across public sidewalks. Such parking areas shall be so arranged and marked to provide for orderly and safe parking and storage of vehicles, and shall be so improved with wheel stops or bumper guards to prevent encroachment into ~~adjacent lots or~~ public ways. All public off street parking areas which are created or redesigned and rebuilt subsequent to the adoption of this section shall be provided with accessory landscape areas totaling not less than 5% of the surfaced parking area. The minimum size of each landscape area shall be not less than 75 square feet. Each such parking area shall be bounded by a greenbelt of at least 8 feet in width between the parking area and all property boundaries (this provision shall not apply to interior lot lines of this PDD). The location of landscape areas and plant materials and the protection afforded the plantings, including curbing and provision for maintenance, shall be subject to approval by the Plan Commission. All plans for such proposed parking areas shall include a topographic survey showing the grade and location of improvements. Existing trees, shrubs and other natural vegetation in the parking area may be included in the required minimum landscape area. All of the requirements of this paragraph, including surfacing, shall be completed within one year after the occupancy permit is issued.

- GERMANTOWN, WISCONSIN

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(d) The following guide shall be used in the provision of parking spaces: (Renum. 3/01 jw)

	Use	Minimum Parking Required
1.	Automobile repair garages and service garages	1 space for each regular employee plus 1 space for each 250 sq. ft. of floor area used for repair work.
2.	Bowling alleys	3 spaces for each alley.
3.	Churches, theaters, auditoriums, community centers, vocational and night schools, and other places of public assembly	1 space for each 3 seats.
4.	Colleges, secondary schools and elementary schools	1 space for each 2 employees plus 1 space for each 5 students of 16 years of age or over.
5.	Financial institutions; business, government and professional offices and retail. (For Storage areas, refer to Item 10.)	1 space for each 250 sq. ft. 200 sq. ft. of floor area, plus 1 space for each 2 employees.
6.	Funeral homes	20 spaces for each viewing room
7.	Fuel stations	3 spaces for each indoor stall or similar facility plus 1 space for each attendant.
8.	Hospitals, sanatorium, institutions, rest and nursing homes	1 space for each 3 beds plus 1 space for each 3 employees plus 1 space for each physician.
9.	Lodges and clubs	1 space for each 5 members.
10.	Manufacturing and processing plants (including meat and food processing plants), laboratories and warehouses	1 space for each 500 sq. ft. of principal building area (see exclusions provided in section 17.08(34) of this chapter).
11.	Medical and dental	7 spaces for each doctor.

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12.	Motels and hotels	1 space for each guest room plus 1 space for each 2 employees.
13.	Motor vehicle sales (new and used)	1 space for each 500 sq. ft. of floor area used plus 300 sq. ft. of outdoor display area for each motor vehicle to be displayed. (This requirement does not include service garages. See subpar. 1., above.)
14.	Restaurants, bars, places of entertainment (Am. Ord. #33-98)	1 space for each 150 sq. ft. of floor area plus 1 space for each 2 employees.
15.	Repair shops, retail and service stores (Cr. Ord. #33-98)	1 space for each 200 sq. ft. of floor area plus one space for each 2 employees.
16.	Retirement homes, orphanages, convents, and monasteries	1 space per 1,000 feet of principal floor area.
17.	Rooming and boarding houses, fraternity and sorority houses, dormitories and rectories	1 space per bed.

- (2) **LOADING REQUIREMENTS.** On every lot on which a business, trade or industrial use is hereafter established, space with access to a public street or alley shall be provided on the premises as indicated in the district regulations for the loading and unloading of vehicles.
- (3) **TRAFFIC VISIBILITY.** No obstructions such as structures, automobile parking or vegetation shall be permitted in any district between the heights of 2½ feet and 10 feet above the mean curb grades within the triangular space formed by any 2 existing or proposed intersecting street or alley right-of-way lines and a line joining points on such lines located a minimum of 15 feet from their intersection. In the case of arterial streets intersecting with other arterial streets or railways, the corner cutoff distances establishing the triangular vision clearance space shall be increased from 15 to 50 feet.
- (4) **DRIVEWAYS.** (Am. Ord. #14-10) All driveways installed, altered, changed, replaced or extended after the effective date of this chapter shall meet the following requirements:
- (a) Unless a shared driveway is installed pursuant to subsection (d) below, islands between driveway openings shall be provided with a minimum of 10 feet between all driveways and 5 feet at all lot lines. Except for lots with 200 or more feet of frontage, no more than one driveway shall be permitted for each single-family lot or parcel and no more than 2 driveways for each 2-family lot or parcel. The number and location of driveways located on multifamily, commercial and industrial parcels shall be subject to site plan review, pursuant to section 17.43 of this chapter.
 - (b) **Shared Driveways.** The joint use of a single driveway may be allowed or required by the Village Plan Commission if such joint use is necessary to protect the public safety and/or maintain the function of the adjacent street or highway. Joint use of a single driveway shall not be granted based solely on the basis of economic gain or loss or self-imposed or created hardship. The installation and use of a shared driveway shall be allowed after a shared driveway easement

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agreement has been reviewed and approved by the Village and subsequently recorded with the county registrar of deeds for the affected properties. Such agreement shall, at a minimum, bind current and future owners of each lot served by the shared driveway to the responsibility for all maintenance, snowplowing and reconstruction of the driveway. Shared driveways shall meet the following:

1. A shared driveway shall serve no more than 2 lots.
 2. The driveway shall not extend more than 300 feet in length from the street right-of-way.
 3. All driveways shall be a minimum of 16 feet in width to the point where the shared driveway splits into individual private driveways.
 4. Driveways shall have a maximum grade of 10% with the grade matching the existing shoulder with a minimum 25-foot landing approach with a grade +/- 2%.
 5. Shared driveways should be designed to prevent significant runoff directly into the public right-of-way.
 6. No parking, storage or other structures shall be located or allowed in the shared driveway easement area.
 7. A permanent address marker listing all the addresses of each property served by a shared driveway shall be placed at the end of the shared driveway adjacent to the public right-of-way in accordance with Village requirements, and, where the shared driveway splits clearly indicating the correct address and location of each separate property.
- (c) Openings for vehicular ingress and egress shall meet County or State requirements where applicable, but in no case shall exceed 25 feet at the right-of-way line and 25 feet at the roadway in residential districts or 50 feet 40-feet at the right-of-way line and 55 feet 45-feet at the roadway in all other districts. (Am. Ord. #38-90)
- (d) Vehicular entrances and exits to drive-in banks, motels, funeral homes and vehicular sales, service, washing and repair stations; garages; or public parking lots shall be not less than 200 feet from any pedestrian entrance or exit to a school, college, university, church, hospital, park, playground, library, public emergency shelter or other place of public assembly.
- (e) The Plan Commission is authorized to vary the above requirements in appropriate situations.
- (5) **OFF-SITE PARKING.** (Cr. Ord. #9-10) When authorized by the Village through the issuance of a conditional use permit and site plan approval, off-street parking requirements for any new or existing commercial, industrial, or institutional use may be satisfied, in whole or in part, through the provision of parking stalls in one or more off-site parking areas (i.e., not located on the same parcel or lot as the subject use). Off-site parking area(s) shall meet the following requirements.
- (a) *Location.*
1. Off-site parking areas cannot be located within a residential zoning district;
 2. Off-site parking areas may be provided on a separate or non-adjacent parcel or lot provided that the parking stalls are located within 1,000 feet of the nearest building entrance used by the persons for whom the parking stalls are provided, and, the path between the parking area and use is not obstructed or unsafe for pedestrians.
- (b) *Ownership or Agreement.*
1. Off-site parking areas shall be held in fee simple ownership by the same owner as the use requiring the off-street parking area, or, under lease, rental, or other form of agreement satisfactory to the Village with respect to ensuring that the off-site parking area will be available for as long as it is needed by the use.
- (c) *Development Standards.*

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1. Off-site parking areas shall be designed, constructed, landscaped, and otherwise developed in accordance with the minimum standards and requirements set forth herein, in section 17.43 (site plan) and as set forth in any conditions of CUP and site plan approval.

(d) *Signage.*

1. The Village may require off-site parking areas to be clearly marked and identified as the exclusive or shared parking for the use(s) it serves. All signage installed in an off-site parking area shall be approved by the Plan Commission.

(6) At the time of the creation of the PDD, existing traffic parking, loading and access shall be deemed compliant until the site is substantially changed or redeveloped, at which time it shall meet the underlying zoning of the PDD.

17.46 SIGNS.

- (1) **INTENT AND PURPOSE.** (Am. Ord. #14-00) The intent of this section is to provide for and regulate the location and safe construction of signs in the Village in a manner that will ensure that signs are compatible with surrounding land uses, and to express the identity of individual proprietors and the community as a whole. No flashing or blinking signs other than traffic signs placed by a public agency shall be placed or erected within the Village. All signs, unless otherwise specified, shall be approved by the Plan Commission.

In considering a sign application, the Plan Commission shall consider the purpose of advertising; the appearance, location, lighting, height and size of the sign; safety of the operators of vehicles upon the adjoining streets and highways; the effect of the sign on property values within the immediate area; and the effect of the sign with respect to the scenic beauty of the vicinity in which the sign is proposed to be located.

- (2) **SIGN PERMIT.** (Am. Ord. #14-00; Am. Ord. #12-09; Am. Ord. #21-09) No sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted, structurally altered, nor shall the face of a sign be changed without a sign permit, except those signs exempted by subsection (3) below, and all signs shall fully conform to the requirements of this section. Applications for sign permits shall be filed with the Zoning Administrator who shall review them for completeness and approval or referral to the Plan Commission for their review and approval as may be required herein. A sign permit for a temporary sign, temporary real estate sign, or home occupation sign may be issued after review and approval by the Zoning Administrator. A sign permit shall become null and void if work authorized under the permit has not been completed within 60 days from the date of issuance (or renewed by the Zoning Administrator).

Applications for sign permits shall be made on forms provided by the Zoning Administrator, shall be submitted along with the necessary fees and removable bond (if applicable) as established by the Village Board, and shall contain or have attached thereto the following information:

- (a) Name, address and telephone number of the applicant and location of the building, structure or lot to which or upon which the sign is to be attached or erected.
- (b) Name of person, firm, corporation or association erecting the sign.
- (c) Written consent of the owner or lessee of the building, structure or land to which or upon which the sign is to be affixed.
- (d) A scale drawing of such sign indicating the dimensions, the materials to be used, the type of illumination, if any, and the method of construction and attachment.
- (e) A scale drawing indicating the location and position of such sign in relation to property lines and to nearby buildings or structures.

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- (f) Copies of any other permit required and issued for said sign, including the written approval by the Building Inspector in the case of illuminated signs. The Building Inspector shall examine the plans and specifications, inspecting all wiring and connections to determine if the same complies with this Code.
 - (g) Additional information as may be required by the Building Inspector or the Plan Commission.
 - (h) A colored rendering, diagram or picture of the proposed sign(s). (Cr. Ord. #21-09)
 - (i) The 15-day time period(s), with beginning and ending dates, during which a temporary sign will be displayed and then removed (list all time periods if applying for multiple permits on one application). (Cr. Ord. #21-09)
- (3) **SIGNS PERMITTED IN INDIVIDUAL ZONING DISTRICTS WITHOUT A SIGN PERMIT.** The following signs are permitted without a sign permit, subject to the following regulations:
- (a) Memorial signs, tables, name of building and date of building erection signs in all zoning districts when cut into any masonry surface or when constructed of metal and affixed flat against a structure, and not illuminated.
 - (b) Name, home occupation, professional home office, on-site traffic control and directional signs, and warning signs in all zoning districts, provided that such signs shall not exceed 3 square feet in area. (Am. Ord. #21-09)
 - (c) Official ground signs such as parking restriction signs, information signs and notices in all zoning districts. Such signs may be placed at the curb line or pavement edge.
 - (d) Real estate signs temporarily advertising the sale, rental or lease of a lot, parcel of land, building, or part thereof, upon which the sign is located in all residential zoning districts, provided that such sign shall not exceed 4 square feet in area. In agricultural, business and industrial zoning districts, such real estate signs shall not exceed 32 square feet in area. All such signs shall be removed no later than 10 days after the date said lot, parcel, building, or part thereof, has been sold, rented or leased. All signs shall be located on private property and not on public property or in any public right-of-way. (Am. Ord. #21-09)
 - (e) Rummage sale signs. The display and placement of rummage sale signs shall comply with the same requirements as election campaign signs as set forth in section 9.19 and section 17.70(4). (Cr. Ord. #21-09)
 - (f) Temporary signs advertising the need for or availability of employment opportunities (e.g., "Welders Wanted—Apply Within") except for residential districts that do not allow major home occupations. (Cr. Ord. #9-10)
- (4) **SIGNS PERMITTED IN ALL ZONING DISTRICTS WITH A SIGN PERMIT.** (Am. Ord. #9-10)
- (a) Bulletin boards, ground signs or wall signs for public, charitable or religious institutions, provided that such signs shall not exceed 8 square feet in area.
 - (b) Temporary signs as provided in section 17.46(7)(e).
- (5) **SIGNS PERMITTED IN ALL AGRICULTURAL DISTRICTS WITH A SIGN PERMIT.** Agricultural ground signs advertising farm products produced on the premises or the sale of farm equipment, stock and personal goods, provided that such signs shall not exceed 16 square feet in area.
- (6) **SIGNS PERMITTED IN RESIDENTIAL DISTRICTS WITH A SIGN PERMIT.** The following signs are permitted in all residential districts with a sign permit, subject to the following regulations:
- (a) Permanent real estate development signs located on private property or within the public right-of-way at entrances or along streets or highways which designate a particular development and which only include the name of the development. If located on private property, such signs shall be at least 5 feet from the outer edge of the street right-of-way. Such signs shall be constructed and properly maintained so as to be aesthetically pleasing to the surrounding development. Prior

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to the issuance of a sign to be located within the public right-of-way, a written agreement shall be provided which places all maintenance responsibility on the developer(s) or owner(s) and exempts the Village from all maintenance responsibilities. Drawings showing the size, location and design of such signs shall be submitted to the Plan Commission for review and approval prior to the issuance of a sign permit. (Am. Ord. #14-10)

- (b) Temporary real estate development signs for the purpose of directing attention to the opening and location of a new building or a new residential subdivision or development, provided that such signs shall not exceed a total of 32 square feet in area, unless approved by the Plan Commission, and provided further that such signs shall be at least 5 feet from the outer edge of the street right-of-way. Sign permits for such signs may be issued by the Zoning Administrator for a period until such time as 90% of all lots, parcels, building or part thereof has been sold, rented or leased. Temporary real estate signs shall require an annual sign permit that is valid for the duration of the current calendar year and renewal for subsequent years provided that it is removed no later than 10 days after the date the lot, parcel, building or part thereof meeting the 90 percent removal requirement has been sold, rented or leased by the original subdivider/developer at least one time. (Am. Ord. #21-09)
- (7) **SIGNS PERMITTED IN BUSINESS, INDUSTRIAL AND INSTITUTIONAL DISTRICTS WITH A SIGN PERMIT.** The following signs are permitted in all business, industrial and institutional districts, subject to the following restrictions:
- (a) Wall signs shall not exceed 1.5 square feet of signage per one linear foot of building frontage, up to 300 square feet for any individual use. Signage is only permitted on building frontage. However, the Plan Commission may approve signage on any facade of a building when deemed appropriate for the use. In addition to signage on a building frontage, the Plan Commission may also permit directional wall signage on any facade of a building when it is necessary and appropriate for the use. Wall signs shall not extend above the ceiling level of the top floor of the building upon which they are located. (Am. Ord. #24-06)
 - (b) Projecting signs, awning signs, canopy signs and marquees shall not be externally lighted; shall not exceed 100 square feet in area for any one premises; shall not extend more than 5 feet into any required yard; shall not extend into any public right-of-way; shall be located not less than 10 feet from all side lot lines; shall not exceed a height of 20 feet above the mean center line grade of the abutting street; and shall not be less than 10 feet above the sidewalk nor 15 feet above a driveway or an alley.
 - (c) Ground signs shall meet the requirements set forth in Table 1. One ground sign may be allowed along each road the subject property has at least 50 feet of road frontage. All ground signs shall be mounted on a decorative base constructed of the same or similar materials as the principal building, e.g. stone, decorative block. All single-tenant ground signs shall include the street address coordinates for the property mounted on the base of the sign (minimum 5-inch numbering). No ground sign shall be placed closer than 80 feet to another ground sign or projecting, awning, canopy or marquee sign. See also section 17.46(13). Any time the Plan Commission reviews a permit for a ground sign, landscaping shall be required according to the following provisions: (Am. Ord. #5-90; Am. Ord. #10-90; Am. Ord. #24-06; Am. Ord. #02-08)
 - 1. The landscaping shall extend a minimum of 3 feet from the outer edge of the sign base on all sides. Where the area around the base of a sign is insufficient in size to accommodate landscaping, the Plan Commission may permit installation of a portion of the required landscaping at an alternate location on the site or at their discretion waive the landscaping requirement.
 - 2. Ground signs shall be landscaped with small shrubs, ornamental grasses, and perennials a minimum of 2 to 4 feet in height at the time of planting, depending on the height of the sign. Shrubs shall include evergreen varieties to provide green plantings year round.

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3. The landscaping shall be placed and maintained as to not obstruct the view of an address placed on a monument sign.

TABLE 1. GROUND SIGN REQUIREMENTS

Building Type/Area and No. of Tenants	Maximum Sign Area (square feet)	Maximum Height (feet above mean centerline of adjacent roadway)	Minimum Setback (feet from property line)
Single and Multi-Tenant (< 3 tenants and < 25,000 SF gross building area)	80 SF per side 160 SF total	10 feet	5 feet
Multi-Tenant (4 to 9 tenants and 25,000 to 50,000 SF gross building area)	120 SF per side 240 SF total	15 feet	5 feet or ½ total sign height whichever is greater
Multi-Tenant (> 10 tenants and > 50,000 SF gross building area)	160 SF per side 320 SF total (or as approved by Plan Commission)	20 feet (or as approved by Plan Commission)	5 feet or ½ total sign height whichever is greater-(or as approved by Plan Commission)

- (d) Roof signs shall not exceed 10 feet in height above the roof, shall meet the height requirements for the zoning district in which they are located, and shall not exceed 300 square feet on all sides for any one premises.
- (e) Temporary signs (as defined in section 17.08) shall be permitted subject to the following requirements: (Am. Ord. #3-01; Am. Ord. #11-01; Am. Ord. #07-09; Am. Ord. #15-09; Am. Ord. #21-09)
 1. Signs shall not exceed a total of 32 square feet in area (all sides).
 2. Signs shall not be displayed in public rights-of-way and be at least 5 feet from all property lines and the street right-of-way.
 3. Temporary signs may be displayed for a time period not to exceed 15 consecutive days per permit with a limitation of 12 permits issued per business address per calendar year.

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4. Signs shall not be attached to a utility pole, traffic sign, living vegetation, motor vehicle, trailer, or other moveable structure or object.
5. Shall not be displayed above the roof line of a building.
6. Signs may be displayed upon issuance of a sign permit and payment of a permit fee established by resolution by the Village Board, except that the fee shall be waived by the Zoning Administrator for nonprofit organizations or nonprofit purposes by organizations and businesses. (Am. Ord. #9-11)
7. Signs shall be made, maintained and displayed in a neat, clean and hazard-free manner. Signs that are not neatly kept or maintained may be required to be repaired, replaced or removed by the Zoning Administrator.
8. Signs should be designed (including the color, lettering style, symbols and material) to be compatible with the design of the establishment's primary sign, abutting properties, and the general streetscape in the immediate vicinity of the establishment.
9. Signs displayed on days not authorized in a permit or without a permit are deemed to be a violation of the Zoning Code and subject to removal and/or municipal citation. Violations of the Zoning Code, terms or conditions of a permit, or complaints received by the Village regarding the use of temporary signs by a business operator or property owner may be grounds for not issuing subsequent temporary sign permits.
10. In addition to the requirements above, "sandwich board" signs are subject to the following:
 - a. Sandwich board signs shall not exceed 2 feet in width and 4 feet in height;
 - b. Only one sandwich board sign shall be displayed per business;
 - c. Signs shall only be displayed during regular business hours for that business and removed overnight and during other nonbusiness hours;
 - d. Signs shall not obstruct the public right-of-way or any sidewalk or walkway;
 - e. Signs shall be freestanding, easily portable and internally weighted so that it is stable and windproof;
 - f. Signs may be temporarily anchored to the ground but shall not be roped, chained or otherwise secured to any pole, post, tree, fire hydrant, railing, or other structure;
 - g. Signs displayed at or within 15 feet of the storefront of the business for which the sign is used shall:
 - (i) Not count against the temporary sign area allowance;
 - (ii) Shall be exempt from the time period limitation imposed above; and
 - (iii) Shall not be subject to a permit fee.
11. In addition to the requirements above, one "grand opening" and one "opening soon" sign shall be allowed for each new business establishment subject to the following:
 - a. "Grand opening" signs may be displayed up to 30 consecutive days within 3 months of the date of issuance of a certificate of occupancy;
 - b. "Opening soon" signs may be displayed up to 30 consecutive days before the first day a business is open for business;
 - c. A permit is required but no permit fee shall apply.
12. Notwithstanding the above allowances and restrictions, the display of temporary signs on the day of all legal holidays and communitywide events, e.g., Maifest, Maxwell Street Days,

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etc., shall be allowed without a permit provided they are only displayed and removed that same day.

13. Temporary signs shall not include any internal artificial lighting. (Cr. Ord. #4-10)

14. Temporary signs shall not include changeable text or reader boards. (Cr. Ord. #4-10)

(8) **ELECTION CAMPAIGN SIGNS.** See section 9.19 of this Code.

(9) **FACING OF SIGNS.** No sign which is within 100 feet of a residential district shall be permitted to face the residential district unless it is a sign permitted by subsections (3), (4) and (6) above, or unless it is permitted by the Plan Commission.

(10) **LIGHTING, COLOR AND PLACEMENT.** Signs shall not resemble, imitate or approximate the shape, size, form or color of railroad or traffic signs, signals or devices. Signs shall not obstruct or interfere with the effectiveness of railroad or traffic signs, signals or devices. Signs shall not be placed so as to obstruct or interfere with traffic visibility, nor be lighted in such a way as to cause glare or impair driver visibility upon public ways. Signs may be illuminated, but nonflashing.

(11) **RESERVED.** (Rep. Ord. #21-09)

(12) **CONSTRUCTION AND MAINTENANCE STANDARDS.**

(a) *Wind Pressure and Dead Load Requirements.* All signs and other advertising structures shall be designed and constructed to withstand wind pressure of not less than 40 pounds per square foot of area and shall be constructed to receive dead loads as required in the Building Code or other ordinance.

(b) *Protection of the Public.* The temporary occupancy of a sidewalk or street or other public property during construction is permitted, provided the space occupied is roped off, fenced off or otherwise isolated to prevent hazard to pedestrians and property.

(c) *Maintenance.* The owner of any sign shall keep it in good maintenance and repair which includes restoration, repainting or replacement of a worn or damaged sign to its original condition, and shall maintain the premises on which the sign is erected in a clean, sanitary and inoffensive condition, free and clear of all obnoxious substances, rubbish, weeds and grass.

(d) *Sign Supports.* Supporting members or braces of all signs shall be constructed of galvanized iron, properly treated wood, steel, copper, brass or other non-corrosive incombustible material. All projecting signs, if placed at an angle to the wall or roof of any building, shall be attached by such non-corrosive metal bolts, anchors, cable or other metal attachments as shall ensure permanent and safe construction and shall be maintained free from rust or other defects. Every means or device used for attaching any sign shall extend through a wall or roof of the building should the Building Inspector determine that the safe and permanent support of such sign so requires, and shall be securely anchored by wall plates and nuts to the inside of the wall or to bearings on the underside of 2 or more roof or ceiling joists in accordance with instructions given by the Building Inspector. Small flat signs containing less than 10 feet of area may be attached to a building by the use of lag bolts or other means to the satisfaction of the Building Inspector.

(e) *Fire Protection Consideration.* No sign or any part thereof or sign anchors, braces or guide rods shall be attached, fastened or anchored to any fire escape, fire ladder or standpipe, and no such sign or any part of such sign or any anchor, brace or guide rod shall be erected, put up or maintained so as to hinder or prevent free ingress or egress through a door, doorway or window or so as to hinder or prevent the raising or placing of ladders against a building by the Fire Department of the Village, as necessity therefor may require.

(f) *Removal Required.* (Cr. Ord. #21-09) Signs for existing businesses, institutions or other nonresidential operations shall be removed and/or the sign faces replaced, removed or modified within 60 days after said business or operation ceases operation.

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- (13) **EXISTING SIGNS.** (Am. Ord. #21-09) Signs lawfully existing at the time of the adoption or amendment of this section may be continued even though the use, size or location does not conform with the provisions of this section; provided, however, that such signs shall be deemed a nonconforming use or structure where the provisions of section 17.48 of this chapter shall apply except that the replacement of a sign face with the same or nearly identical sign face may be approved with a permit by the Zoning Administrator.

At the time of the creation of the PDD, signs lawfully existing may be continued even though the use, size or location does not conform to the provisions of the underlying zoning of the PDD.

- (14) **METHODOLOGY FOR MEASURING SIGN AREA.** (Cr. Ord. #3-98) The area of a sign shall be determined as follows:

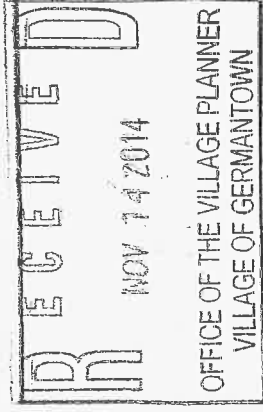
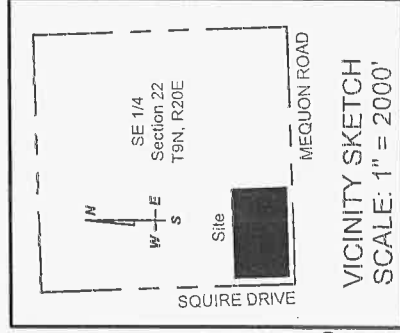
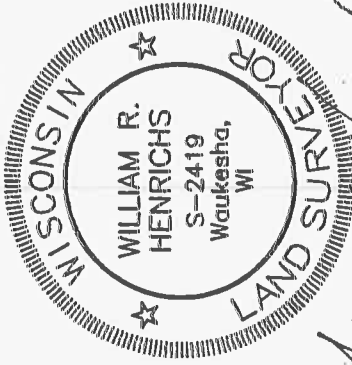
- (a) The height multiplied by the width of any sign cabinet, fixture or placard used to convey any words, letters, figures, numerals, phrases, sentences, emblems or logos to the public.
- (b) Where more than one cabinet, fixture or placard is used, the areas shall be measured by drawing a rectangle enclosing the entire perimeter of all cabinets and/or fixtures.
- (c) Where no cabinet or fixture is used, e.g., individual 3-dimensional letters or symbols attached directly to a wall, the area shall be measured by drawing a single rectangular box around the extreme limits of the advertising message.
- (d) Decoration, framing and other nonstructural embellishments shall not be included in the sign area, provided that no advertising copy or graphics are contained on such embellishments. The total area of the sign structure, including any embellishments, may not exceed twice the area of the sign or 160 square feet, whichever is greater.
- (e) The permit fee shall be based on the area of the entire sign structure.

- (15) **OFF-PREMISES ADVERTISING SIGNS.** (Cr. Ord. #32-99; Am. Ord. #21-09; Am. Ord. #9-11))

- (a) All off-premises advertising signs, including temporary signs and billboards, are prohibited within the Village of Germantown except for the following:
 1. Official and temporary signs displayed within the Village for public agencies, charitable organizations and religious institutions;
 2. Election campaign signs and rummage sale signs;
 3. Temporary directional signs for businesses, residential developments, schools and institutions when adjacent streets are temporarily closed for repairs or similar reasons (subject to any other specific limitations set forth herein or other sections of the Village Code).

CERTIFIED SURVEY MAP NO.

Being Lot 1, CERTIFIED SURVEY MAP NO. 3414, located in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



October 13, 2014
Revised: November 11, 2014

Tax Key Number: GTNV224-986
Property serviced by
public sewer and water.
Existing Building
Lot 2 = 3,641 Sq. Ft.

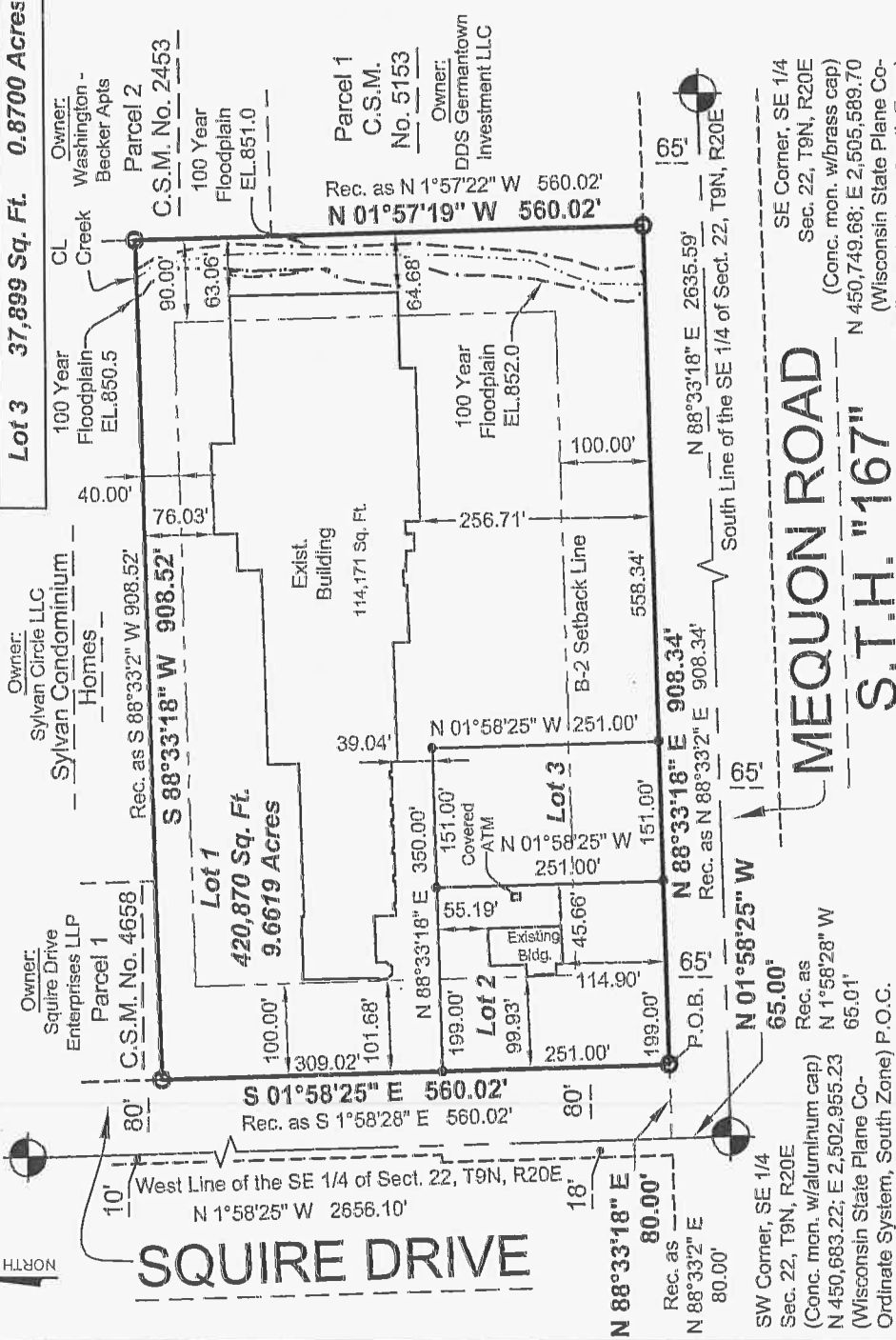
Zoned: B-2 Community
Business District

NW Corner, SE 1/4
Sec. 22, T9N, R20E
(Conc. mon. w/brass cap)
N 453,337.46' E 2,502,863.76'
(Wisconsin State Plane Co-
Ordinate System, South Zone)

GRAPHIC SCALE
0' 100' 200' 300'
1 INCH = 200 FEET

Bearings refer to Grid North of the Wisconsin State
Plane Coordinate System Grid, South Zone per N.A.D.
27. The West line of the Southeast 1/4 of Section 22,
Township 9 North, Range 20 East has a reference
bearing of N 01°58'25" W. (March 2010 CSSD)

Lot 2	49,947 Sq. Ft.	1.1466 Acres
Lot 3	37,899 Sq. Ft.	0.8700 Acres



Prepared For:
Compass Properties, LLC.
C/O Sheldon Oppermann
735 N. Water Street - Suite M180
Milwaukee, WI 53202
414-765-0305

- All distances computed and measured to the nearest 0.01'
- All angles computed and measured to the nearest 00°00'01".

Note: A portion of this property described on this Certified Survey Map lies with in Zone AE of 100
year Flood as defined by the Federal Emergency Management Agency and identified on the Flood
Insurance Rate Map Community Panel No. 55131C0376D dated November 20, 2013.

DAAR
ENGINEERING, INC.

ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-9674 FAX (414) 604-9677
www.daarcorp.com

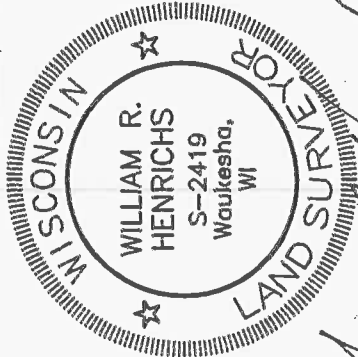
Legend:

O—Denotes 1" iron pipe found
●—Denotes 1" x 24" iron pipe set, 1.68 lbs. per lin. ft.

This instrument drafted by
William R. Henrichs, PLS S-2419
Job Number: 120155
June 20, 2012
Sheet 1 of 4 Sheets

CERTIFIED SURVEY MAP NO.

Being Lot 1, CERTIFIED SURVEY MAP NO. 3414, located in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.



William R. Henrichs

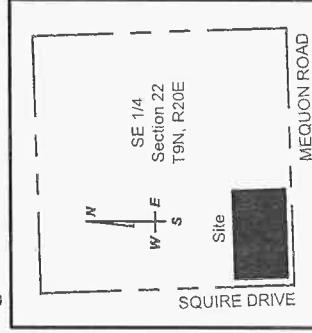
October 13, 2014
Revised: November 11, 2014

Zoned: B-2 Community
Business District
Tax Key Number: GTNV224-986
Property serviced by
public sewer and water.

Easement Line Table		
Line #	Length	Direction
L1	140.80'	S 54°23'35" E
L2	119.80'	S 54°23'35" E

Curve Table			
Curve #	Length	Radius	Bearing
C1	34.85'	53.14'	N 73°1'100" W
C2	53.22'	81.14'	N 73°1'100" W
Chord			34.23'
			52.27'

VICINITY SKETCH
SCALE: 1" = 2000'



GRAPHIC SCALE



1 INCH = 200 FEET

Bearings refer to Grid North of the Wisconsin State Plane Coordinate System Grid, South Zone per N.A.D. 27. The West line of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East has a reference bearing of N 01°58'25" W. (March 2010 CSSD)

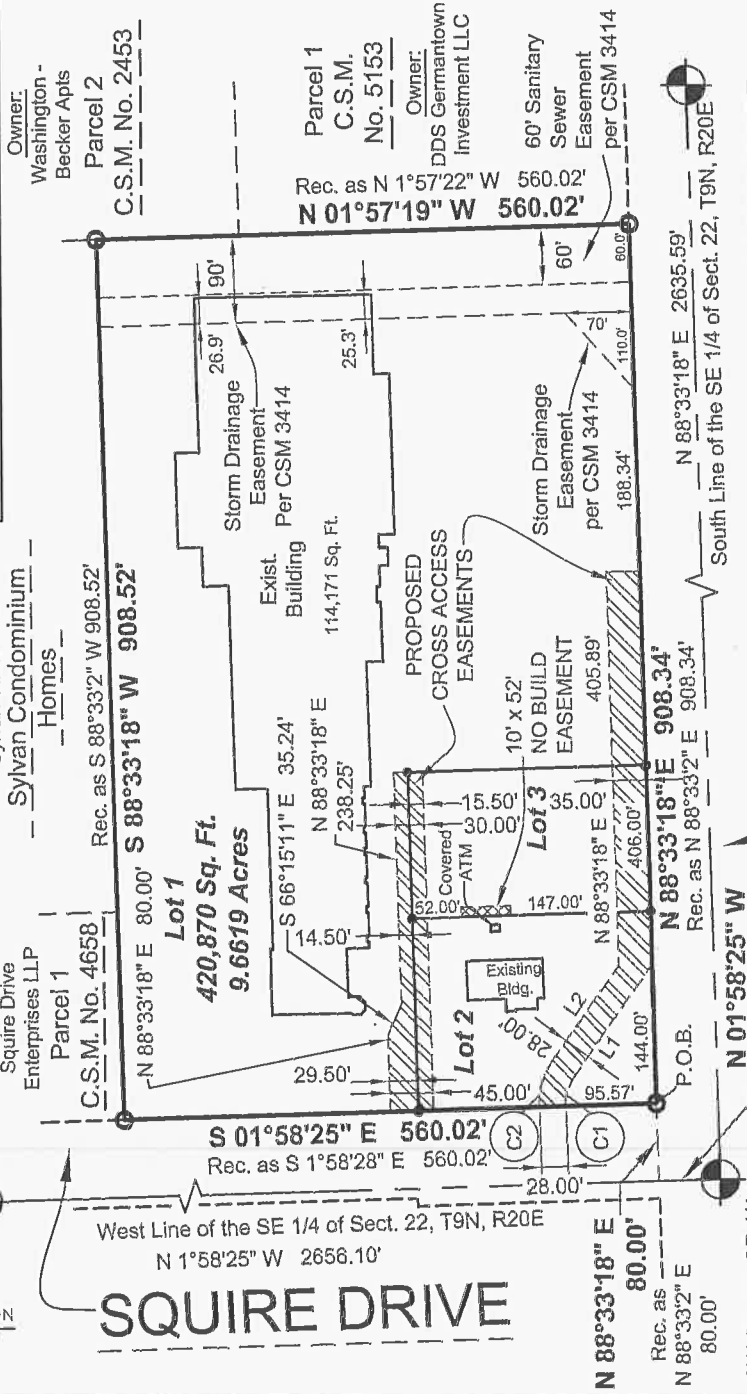
Lot 2	49,947 Sq. Ft.	1.1466 Acres
Lot 3	37,899 Sq. Ft.	0.8700 Acres

NW Corner, SE 1/4
Sec. 22, T9N, R20E
(Conc. mon. w/brass cap)
N 453,337.46; E 2,502,863.76
(Wisconsin State Plane Co-
Ordinate System, South Zone)



Owner:
Squire Drive
Enterprises LLP
Parcel 1
C.S.M. No. 4658

Owner:
Sylvan Circle LLC.
Sylvan Condominium
Homes
Parcel 2
C.S.M. No. 2453



MEQUON ROAD

S.T.H. "167"

SW Corner, SE 1/4
Sec. 22, T9N, R20E
(Conc. mon. w/aluminum cap)
N 450,683.22; E 2,502,955.23
(Wisconsin State Plane Co-
Ordinate System, South Zone) P.O.C.

SE Corner, SE 1/4
Sec. 22, T9N, R20E
(Conc. mon. w/brass cap)
N 450,749.68; E 2,505,589.70
(Wisconsin State Plane Co-
Ordinate System, South Zone)

Prepared For:
Compass Properties, LLC.
C/O Sheldon Oppermann
735 N. Water Street - Suite M180
Milwaukee, WI 53202
414-765-0305

DAAR
ENGINEERING, INC.

ENGINEERS PLANNERS SURVEYORS
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PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com

Legend:
O— Denotes 1" iron pipe found
●— Denotes 1" x 24" iron pipe set, 1.68 lbs. per lin. ft.

Job Number: 120155
June 20, 2012
This instrument drafted by
William R. Henrichs, PLS S-2419 Sheet 2 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

Being Lot 1, CERTIFIED SURVEY MAP NO. 3414, located in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, William R. Henrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1, CERTIFIED SURVEY MAP NO. 3414, located in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said Southeast 1/4;
Thence N 01°58'25" W along the West line of said Southeast 1/4, a distance of 65.00 feet;
Thence N 88°33'18" E, 80.00 feet to the East line of Squire Drive, the South line of Mequon Road and the Point of Beginning;
Thence N 88°33'18" E along said South line of Mequon Road, 908.34 feet;
Thence N 01°57'19" W, 560.02 feet;
Thence S 88°33'18" W, 908.52 feet to the East line of Squire Drive;
Thence S 01°58'25" E along said East line, 560.02 feet to the Point of Beginning.
Said lands containing 508,716 square feet, 11.6785 acres.

That I have made such survey, land division and map by the direction of Compass Properties, LLC., owner of said land.

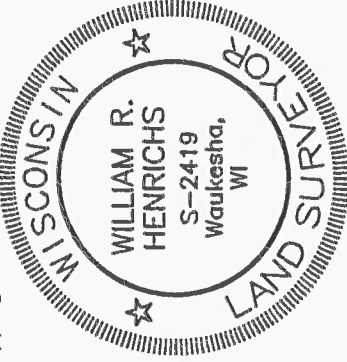
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the Village of Germantown Land Division Ordinance in surveying, mapping and dividing the same.

October 13, 2014

Date

Revised: November 11, 2014



William R. Henrichs

William R. Henrichs
Professional Land Surveyor, S-2419

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown, Wisconsin, on this _____ day of _____, 2014.

Date

Dean Wolter, Chairman

Date

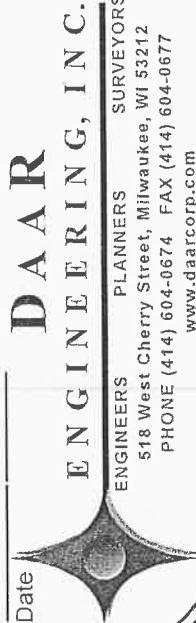
Laura A. Johnson, Secretary

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and is hereby accepted by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 2014.

Date

Dean Wolter, Village President



DAAR
ENGINEERING, INC.

ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com

Barbara K. D. Goeckner, Village Clerk

This instrument drafted by
William R. Henrichs, PLS S-2419
Job Number: 120155
June 20, 2012
Sheet 3 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

Being Lot 1, CERTIFIED SURVEY MAP NO. 3414, located in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

OWNER'S CERTIFICATE

Compass Properties, LLC., a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map. I also certify that this certified survey map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Germantown

IN WITNESS WHEREOF, the said Compass Properties, LLC. has caused these presents to be signed by Sheldon Oppermann, Executive Vice President, at _____, _____ County, Wisconsin, on this _____ day of _____, 2014.

In the presence of: Compass Properties, LLC.

Sheldon Oppermann, Executive Vice President

STATE OF WISCONSIN)

COUNTY) SS

Personally came before me this _____ day of _____, 2014, Sheldon Oppermann, Executive Vice President, of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Executive Vice President of said limited liability company, and acknowledged that he executed the foregoing instrument as such Executive Vice President as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

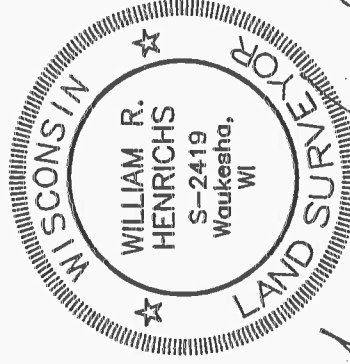
_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this certified survey map and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2014.

Date _____ President _____
STATE OF WISCONSIN)

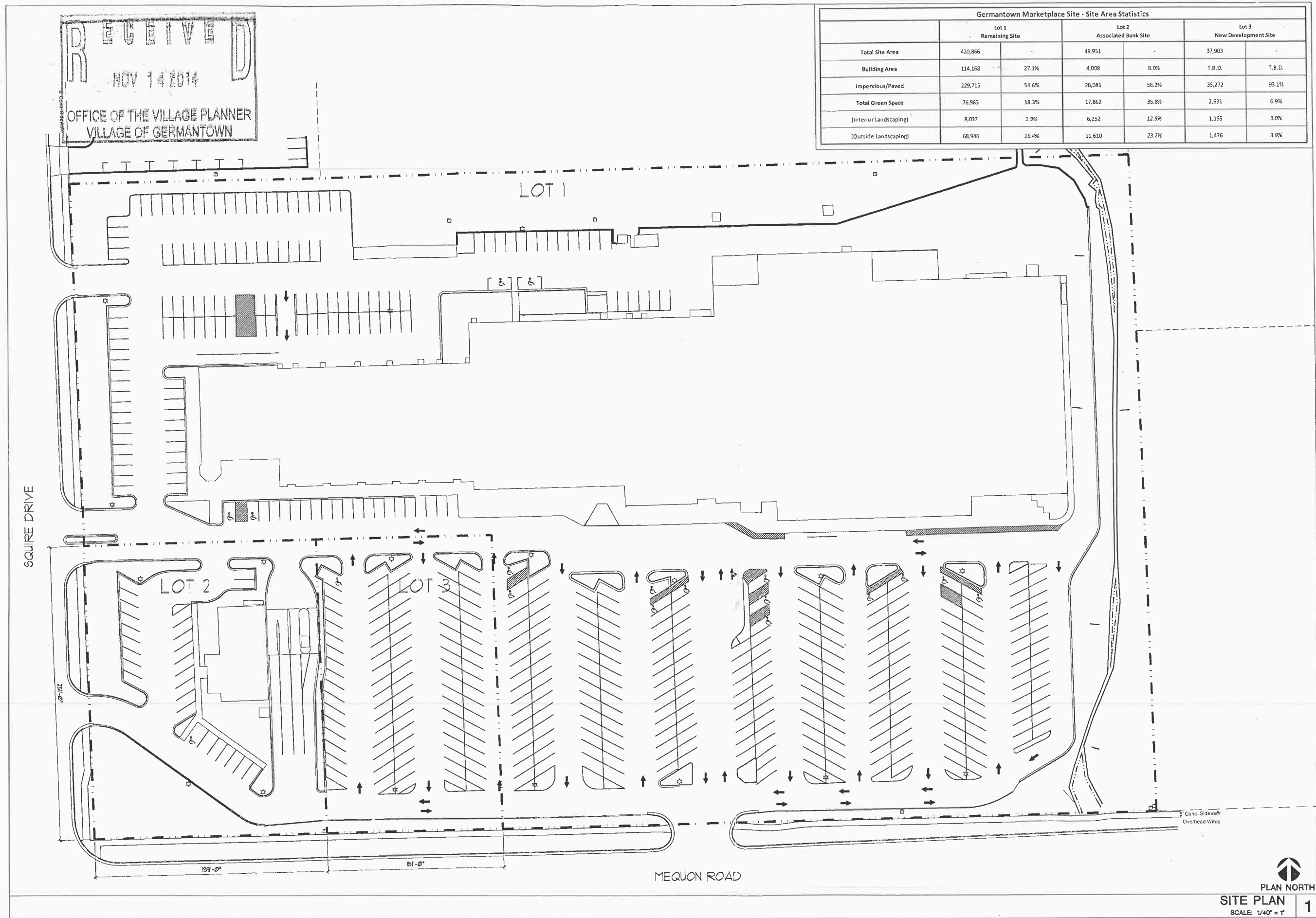
COUNTY) SS _____
Personally came before me this _____ day of _____, 2014, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



October 13, 2014
Revised: November 11, 2014

Job Number: 120155
June 20, 2012
This instrument drafted by
William R. Henrichs, PLS S-2419 Sheet 4 of 4 Sheets



Germantown Marketplace Site - Site Area Statistics						
	Lot 1 Remaining Site		Lot 2 Associated Bank Site		Lot 3 New Development Site	
Total Site Area	420,866	-	49,951	-	37,903	-
Building Area	114,168	27.1%	4,008	8.0%	T.B.D.	T.B.D.
Impervious/Paved	229,715	54.6%	28,081	56.2%	35,272	93.1%
Total Green Space	76,583	18.3%	17,862	35.8%	2,631	6.9%
(Interior Landscaping)	8,037	1.9%	6,252	12.5%	1,155	3.0%
(Outside Landscaping)	68,946	16.4%	11,610	23.2%	1,476	3.9%

FULL SIZE PRINT = 24" x 36" SHEET

COPYRIGHT PERSPECTIVE DESIGN INC. 2014 ALL RIGHTS RESERVED - THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF PERSPECTIVE DESIGN INC. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM AND AGAINST ALL SUCH ACTIONS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY THE ARCHITECT.

 PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel (414) 302-1780 Fax (414) 302-1751	Site Plan For: Germantown Marketplace PDD Mequon Road & Squire Drive Germantown, WI 53022		REV. #	REV. DATE	DESCRIPTION	REV. BY:

Drawing Title: Site Plan & Area Statistics	
Date:	11-14-14
Scale:	NOTED
Drawn:	NJM
Job:	14-108
Sheet:	
SP1	

- PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

NOT FOR CONSTRUCTION

June 20, 2012

LOCATION: N112 W1620 Mequon Road, Germantown, Wisconsin

LEGAL DESCRIPTION:

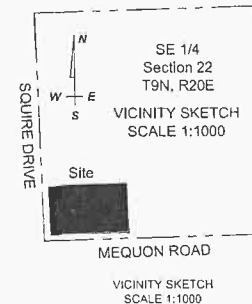
Lot 1, CERTIFIED SURVEY MAP NO. 3414, being a division of a part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

PLAT OF SURVEY

Survey No. 120155
343.007.1200
Perspective Design

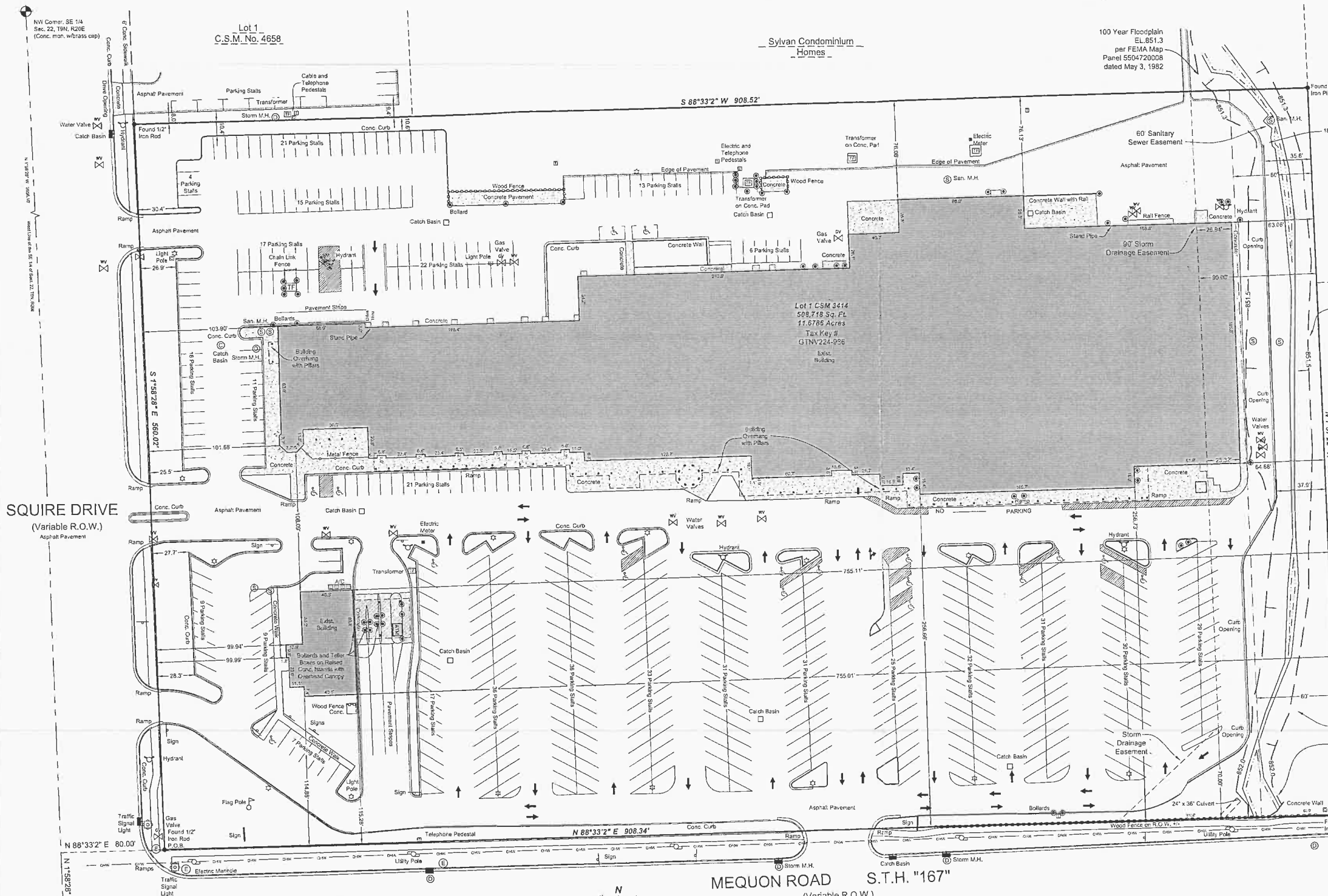
VICINITY SKETCH



LEGEND OF SYMBOLS & ABBREVIATIONS

Water Valve	Conc. = Concrete	Underground Cable TV Line
Hydrant	Exst. = Existing	Underground Watermain
Square Catch Basin	M.H. = Manhole	Underground Telephone
Sanitary Sewer Manhole	San. = Sanitary	Underground Gas Line
Curb Inlet Catch Basin	EL. = Elevation	Underground Electric
Electric Meters	Rec. = Record	Overhead Wires
Chiseled Cross	Typ. = Typical	Underground Sanitary Sewer
Gas Valve	A/C = Air Conditioners	Water Shut Off
Sign	T.O.C. = Top of Curb	Bollard
Light Pole	USGS = United States Geological Survey	Catch Basin Round
Utility Pole	Sec. = Section	Electric Manhole
Telephone Manhole	Mon. = Monument	Traffic Direction Arrow
Transformer	P.O.B. = Point of Beginning	Handicap
Cable Pedestal	P.O.C. = Point of Commencement	A/C Air Conditioning Unit
Telephone Pedestal	NWFB = Northwest Flange Bolt	Electric Pedestal
Lot Corner	G = Gas Meter	Traffic Light
Guy Wire	Ground Light	Telephone Vault
Flag Pole		Mailbox
Storm Sewer Manhole		

- Notes:
- The location and size of underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but DAAR Engineering, Inc. does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline.
 - There exists 489 regular parking spaces and 17 handicap parking spaces on the subject property. Parking Stalls = 505 Total.
 - Subject property serviced by public sewer and water.
 - The Land Area of the subject property is 508,718 Square Feet or 11.6786 Acres as described in the legal description.
 - At the time of Survey there was no evidence of earth moving or construction.
 - At the time of Survey there was no evidence that the property is used as a solid waste dump, sump or sanitary landfill.
 - No Wellheads located on any part of the Surveyed property.
 - No evidence was found for Cemetery or burial grounds on or adjacent to the site.



FLOOD NOTE:

This property described on this Survey lies with in Zone A2 - Area of 100 year Flood and Zone B - Area between 100-year Flood and 500-year Flood as defined by the Federal Emergency Management Agency as identified on the Flood Insurance Rate Map Community Panel No. 5504720008 dated May 3, 1982.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON. BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE MORTGAGE OR GUARANTEE THE TITLE HEREIN WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED: William R. Henrichs, Registered Land Surveyor 5-2419

DRAWING BY: ST
FIELD WORK BY: M/GRT

DAAR
ENGINEERING, INC.
ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com

RECEIVED

DEC 17 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

VILLAGE OF GERMANTOWN

APPLICATION FOR PUBLIC GRANT PROGRAM

X. B.

Application Date: 12/11/14

Organization/Group Name: Germantown Little League

Applicant's Name: Dean Holmes / President

Applicant's Address: Fireman's Park

Telephone Number: 414-614-5097

Purpose or Mission Statement: Provide the youth of Germantown
the principals of Baseball/softball. We would like
the \$150 permit fee waived.

Event No. 1 Date: _____ Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Event No. 2 Date: _____ Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Event No. 3 Date: _____ Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

How will the event(s) benefit the Village of Germantown: Provide water
service to LL concession stand for the
use of Little League

☐ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance.

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

Date: 12/11/14


Signature

Dean Holmes / President
Print Name of Signature

1108 W 14549 Lincoln Dr
Street Address

Germantown WI 53022
City, State & Zip Code

T.C

RECEIVED

DEC 17 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM

Application Date: Dec. 17, 2014

Organization/Group Name: Our Saviour's Cemetery Association

Applicant's Name: Margaret Miller, Secretary

Applicant's Address: W 140 N 1284 S. Country Aire Dr, Germantown,
WI 53022

Telephone Number: 262-242-2466

Purpose or Mission Statement: To provide perpetual care for
the two locations and assist genealogical researchers

Event No. 1 Date: _____ Event Description: _____

Please see attached

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Event No. 2 Date: _____ Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Event No. 3 Date: _____ Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

How will the event(s) benefit the Village of Germantown: See attached

☐ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance.

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

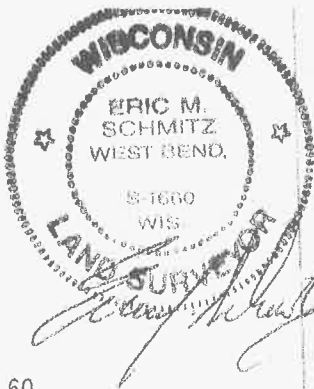
Date: Dec. 17, 2014

Margaret A. Miller
Signature

Margaret A. Miller
Print Name of Signature

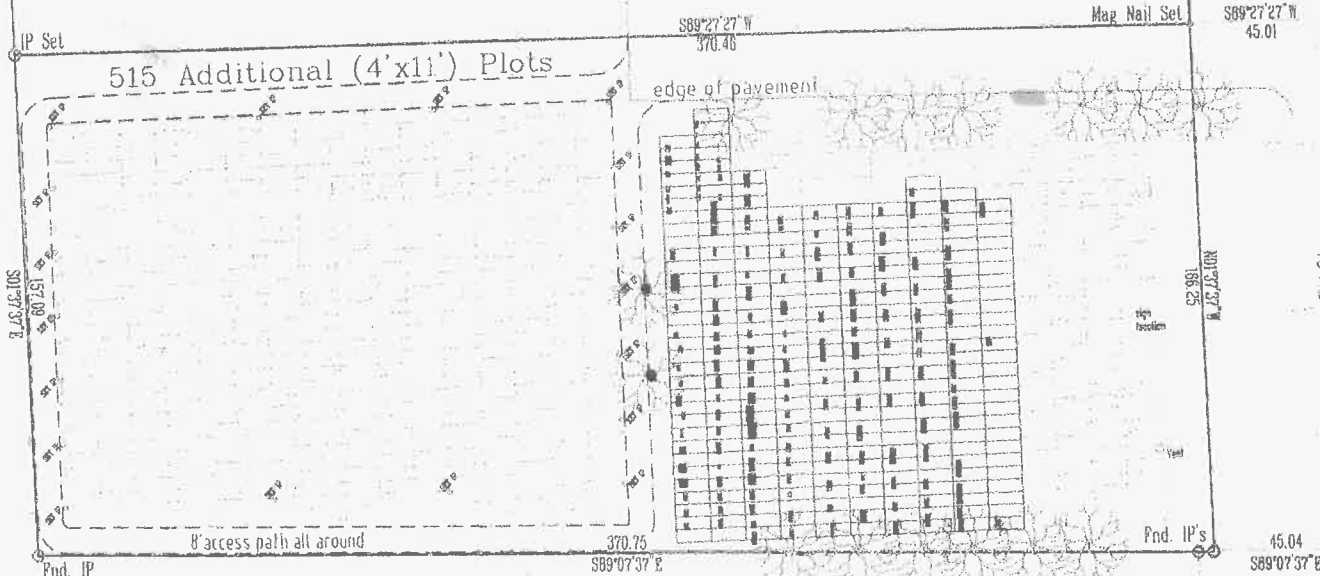
W140 M11284 S. Country Aire Dr.
Street Address

Germantown, WI
City, State & Zip Code 53022



Scale 1" = 60'

JANUARY 28th, 2010



CEMETERY DESCRIPTION:

That part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 16, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 16; thence N $01^{\circ}37'37''$ W along the east line of the NE $\frac{1}{4}$ of said Section 16 826.20 feet; thence S $89^{\circ}27'27''$ W 45.01 feet to the point of beginning of lands to be described; thence continuing S $89^{\circ}27'27''$ W 370.46 feet; thence S $01^{\circ}37'37''$ E 157.09 feet; thence S $89^{\circ}07'37''$ E 370.75 feet; thence N $01^{\circ}37'37''$ W 166.25 feet to the point of beginning. Said lands containing 59,883 square feet (1.37 acres) of land more or less.

CHURCH DESCRIPTION:

That part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 16, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 16; thence N $01^{\circ}37'37''$ W along the east line of the NE $\frac{1}{4}$ of said Section 16 826.20 feet; thence S $89^{\circ}27'27''$ W 45.01 feet to the point of beginning of lands to be described; thence continuing S $89^{\circ}27'27''$ W 370.46 feet; thence N $01^{\circ}37'37''$ W 222.91 feet; thence S $89^{\circ}07'37''$ E 370.75 feet; thence S $01^{\circ}37'37''$ E 213.75 feet to the point of beginning. Said lands containing 80,867 square feet

d (CTH "G")

N $01^{\circ}37'37''$ W
212.63

N $01^{\circ}37'37''$ W
167.37

826.20

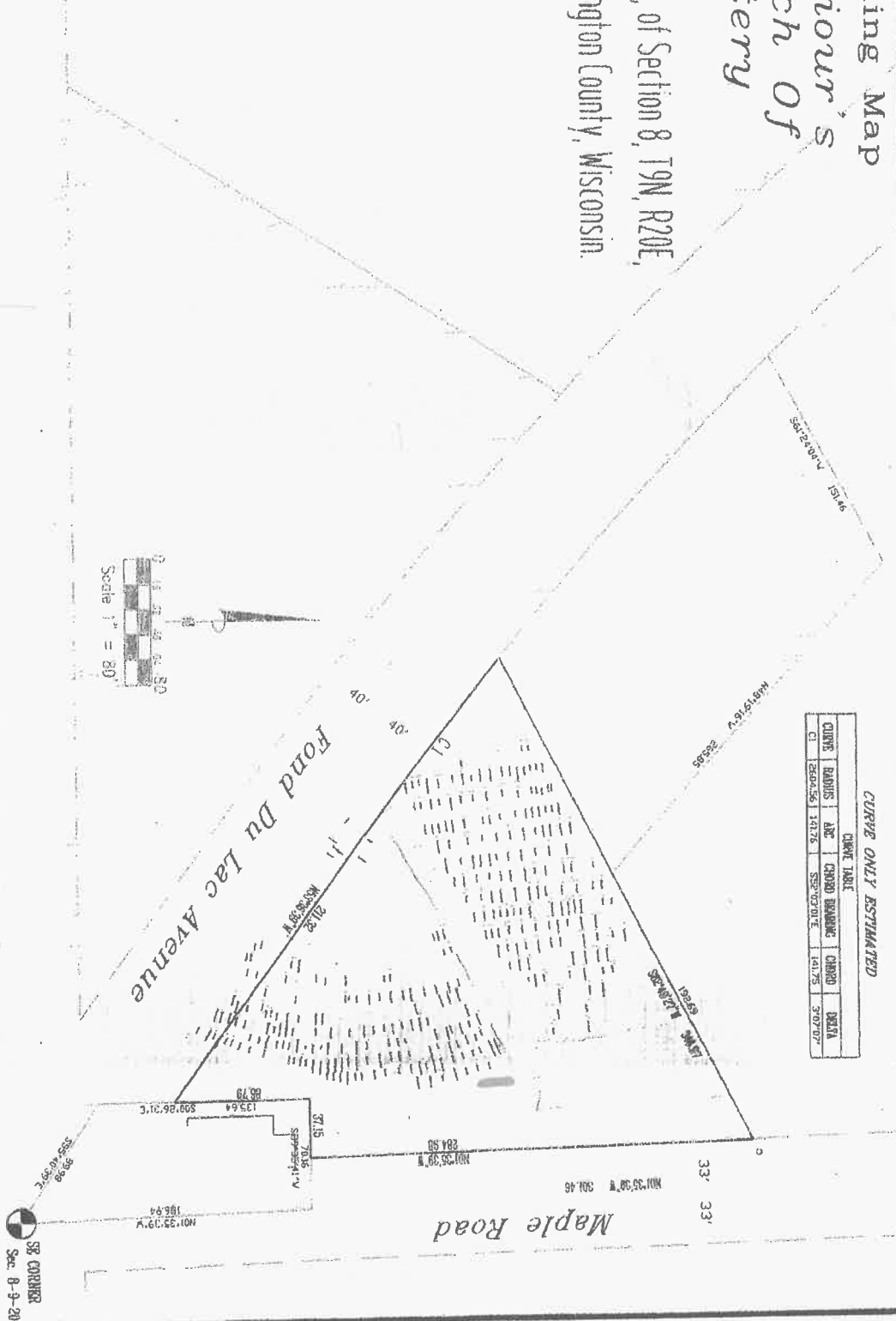
N $01^{\circ}37'37''$ W
658.83

The East Line of the NE $\frac{1}{4}$ Sec. 16-9-20

Cemetery Planning Map For: Our Saviour's United Church Of Christ Cemetery Association Part of the SE 1/4, of the SE 1/4, of Section 8, T9N, R20E, Village Of Germantown, Washington County, Wisconsin.

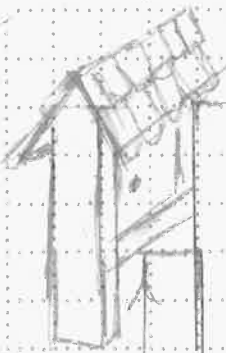
CURVE ONLY ESTIMATED

CURVE TABLE					
CURVE	RADIUS	ARC	CHORD BEARING	CHORD	AREA
C1	2600.56	141.75	S89°03'01"E	141.75	3707.07



Date:

Project:



2" scale

4x6

Cemetery
Plots

Key
Lock

4x4

4'

Key
Lock

Continuous
Hinge

4x4

2'

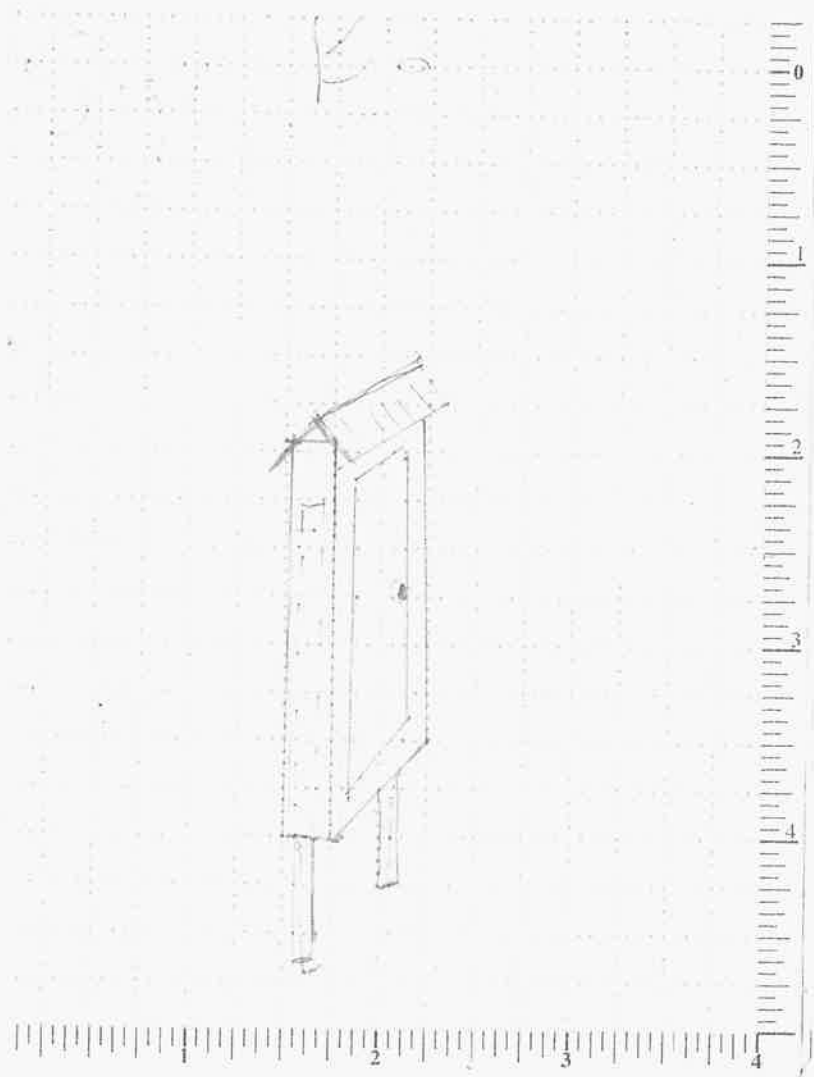
9'
Post
4x4

Door

3/4" MDO

26"

Hinge



PUBLIC GRANT ATTACHMENT
OUR SAVIOUR'S CEMETERY ASSOCIATION

HISTORY: Early in the 1960's Christ Church (now the Germantown Historical Society Museum) formally closed its worship doors and united with Zoar Church on Division Rd.

A new name was decided upon for the combined congregations and the church was renamed Our Saviour's. Worship was, and is, held at Our Saviour's Church, located at W172 N12533 Division Rd., Germantown, WI 53022.

Our Congregation insured and maintained the Christ Church building.

In 1975 we began renting the church building to the Germantown Historical society for \$1.00 per year. Eight years ago we donated the building and ten feet of land on the north and west side of the building to the Germantown Historical Society.

The Cemetery Association became a 501C13 corporation in 2010. It is a separate entity from the Our Saviour's Congregation.

PRESENT SITUATION: The Association has been publishing a yearly Newsletter with an appeal to meet our expenses. We have been moderately successful. Our Trust fund has grown slightly and we are able to pay for the expenses of the upkeep.

This year we had to remove four dead trees to prevent damage to the existing monuments.

It is important to the Association to create an identity that reflects our current corporation status.

A survey has been completed for each cemetery location. An excel spread sheet details the row numbers and grave numbers for each row. It includes names dates of birth and dates of death.

GOALS: The Association wants to assist the public in genealogy research. Presently, a visitor's assumption is the Historical Society is the "Keeper" of the Christ Church Cemetery because the cemetery appears to be part of the property owned by the Historical Society. The previous names of the cemeteries found on older death certificates are difficult to trace back to cemetery's current names.

We propose to have a sign at each of the locations.

Our Saviour's Cemetery Association

Formerly Christ Church Cemetery

Address (none assigned presently) Maple Road

Germantown, WI 53022

Our Saviour's Cemetery Association

Formerly Zoar Church Cemetery

W172 N12533 Division Rd.

Germantown, WI 53022

The Association is in the possession of records dating back to 1845. These records could be accessed upon request.

It is hoped that we can make available to cemetery visitors, copies of the grid for each location showing names and locations of burial plots, making it very easy to locate a specific monument.

REQUEST: Our Saviour's Cemetery Association is requesting a public grant to erect the signs described. We believe it will be a service to the public and a recognition of what entity is responsible for the maintenance of the grounds and records associated with those interred.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 19 2010**

Employer Identification Number:
27-1280682

DLN:

17053190302000

Contact Person:

JEFFERY A CULLEN

ID# 31215

Contact Telephone Number:

(877) 829-5500

OUR SAVIOURS UNITED CHURCH OF
CHRIST CEMETERY ASSOCIATION
C/O KEVIN C POLLARD
N94 W17900 APPLETON AVE STE 200
MENOMONEE FALLS WI 53051

Accounting Period Ending:

December 31

Form 990 Required:

Yes

Effective Date of Exemption:

October 30, 2009

Contribution Deductibility:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(13) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), for some helpful information about your responsibilities as an exempt organization.

Section 170(c)(5) of the Code provides for the deduction for Federal income tax purposes of contributions to cemetery companies of the type described in section 501(c)(13). To be deductible, the contributions must be voluntary and must be made to or for the use of a nonprofit cemetery whose funds are irrevocably dedicated to the care of the cemetery as a whole. A donor may not deduct a contribution made for the perpetual care of a particular lot or crypt. Furthermore, payments made to a cemetery company as a part of the purchase price of a burial lot or crypt, even though irrevocably dedicated to the perpetual care of the cemetery as a whole, are not deductible.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

999999999999

Your Telephone Number Best Time to Call
() - - -

DATE OF THIS NOTICE: 11-10-2009
EMPLOYER IDENTIFICATION NUMBER: 27-1280682
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

OUR SAVIOURS UNITED CHURCH OF
CHRIST CEMETERY ASSOCIATION
& MARGARET MILLER
W172 N12533 DIVISION ROAD
GERMANTOWN, WI 53022

X 10

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 01-15

RESOLUTION DISCONTINUING THE ENTIRETY OF
THE PUBLIC ROAD RIGHT OF WAY
DEDICATION SHOWN ON LOT 2 OF CSM NO. 2360

WHEREAS, the Certified Survey Map No. 2360 dedicated the entirety of Lot 2 depicted thereon to Public Road Right of Way; and

WHEREAS, CSM 2360 further provided that Lot 2 would become joined with Lot 1 upon the improvement and dedication to right of way of Lot 4; and

WHEREAS, Lot 4 has subsequently been improved and dedicated to public right of way as an extension of Kleinmann Drive; and

WHEREAS, the Village Board has determined that the public interest requires the vacation of the following right of way:

All of the public road right of way reservation as originally platted and dedicated on Lot 2 of Certified Survey Map No. 2360 recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on February 24, 1981, in Volume 12 on Page 255 through 257 as Document No. 434619, being located in and part of the Northeast 1/4 Section 29, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin; and

WHEREAS, the public road right of way which is hereby to be vacated does not lie within one-quarter mile of any state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby vacate and discontinue the roadway right of way reservation as shown on Lot 2 of CSM 2360 and as more specifically shown on the attached Exhibit A.

BE IT FURTHER RESOLVED, that the public road right of way so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the lands which immediately abut thereto, and shall be annexed thereto, free and clear of any right, title or interest in the public as road right of way pursuant to the provisions of section 66.1003 of the Wisconsin Statutes.

Introduced by Trustee _____, at the Village Board Meeting of the Village of Germantown on November 17, 2014.

Adopted following public hearing on: January 5, 2015

Vote: Ayes: Nays: Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

This is to certify that the foregoing resolution was adopted by the Village Board of the Village of Germantown, Wisconsin, at a meeting held on the 5th day of January, 2015.

Published: _____, 2015

Barbara K.D. Goeckner, Village Clerk

OFFICE OF THE VILLAGE CLERK

Germantown Village Hall
N112 W17001 Mequon Rd.
Germantown, WI 53092

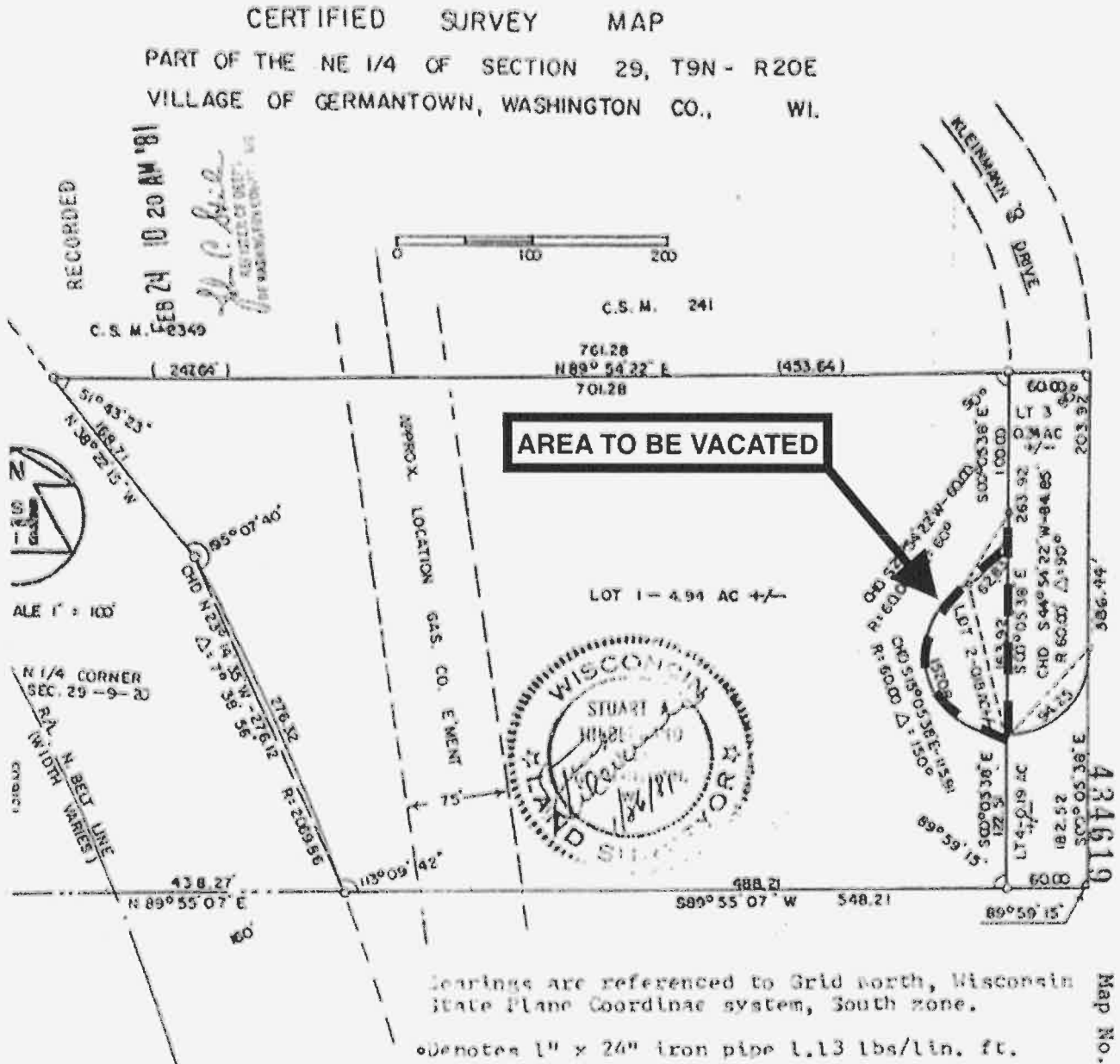
I hereby certify that this document is a true and correct copy of Resolution No. 01-15, adopted by the Village Board of the Village of Germantown, Washington County, Wisconsin, at a meeting of said Village Board on the 5th day of January, 2015.

Barbara K.D. Goeckner, Village Clerk

This Document drafted by:
Brian C. Sajdak, Village Attorney
State Bar No. 1027287

EXHIBIT A

TO RESOLUTION NO. 01-15



LEGAL DESCRIPTION OF AREA TO BE VACATED: All of the public road right of way reservation as originally platted and dedicated on Lot 2 of Certified Survey Map No. 2360 recorded in the Office of the Register of Deeds for Washington County, Wisconsin, on February 24, 1981, in Volume 12 on Page 255 through 257 as Document No. 434619, being located in and part of the Northeast 1/4 Section 29, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

X. E

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 02-15

RESOLUTION AUTHORIZING THE APPLICATION, ACCEPTANCE,
AND EXPENDING OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES URBAN FORESTRY GRANT PROGRAM FUNDS

WHEREAS, the State of Wisconsin has available an Urban Forestry Grant designed to fund projects that help communities preserve, protect, expand, or improve their urban forest resources; and

WHEREAS, the Village of Germantown Park and Recreation Department plans and develops urban forestry management activities in the nature of those described in the Wisconsin Urban Forestry Grant Application; and

WHEREAS, the Village of Germantown Park and Recreation Department plans to educate the community on tree canopy preservation and to preserve critical sections of ash trees through treatments; and

WHEREAS, the State of Wisconsin DNR Urban Forestry Grant would cover 50% or \$10,150 of the total project cost for the planned urban forestry management activities;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby authorize Park and Recreation Director Justin Casperson to act on behalf of the Village of Germantown to submit the application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available; sign documents; and take necessary actions to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, that the Village Board does hereby authorize the application, acceptance, expending of this urban forestry grant in the amount of 50% or \$10,150 of the total project cost for the planned urban forestry management activities.

BE IT FURTHER RESOLVED, that the Village of Germantown will comply with state and federal rules for the programs; may perform force amount work; will provide or be responsible for 100% of updating plans or ongoing operations and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any changes are made to the proposed project.

Introduced by Trustee:

Adopted: January 5, 2015

Vote: Ayes:

Nays:

Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

X. F.

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

MEETING DATE: January 5, 2015

AGENDA ITEM: New Business

ITEM TITLE: Request to Amend a Resolution Authorizing and Directing Village Staff to Contact and Work with the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to Amend the Regional Water Quality Management Plan for Eventual Addition of Certain Lands Located Generally Between Appleton Avenue, Lannon Road, Highway 41/45, and Maple Road to MMSD's Sanitary Sewer Service Area

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

During its June 16, 2014 meeting, the Village Board approved the resolution contingent upon exiting lands from the SSSA equivalent in equalized value to lands to be entered. Staff investigated the retroactive MMSD capitol charges associated with entering the subject lands and discovered that it would total approx. \$3,200.00. Staff has also discovered that this condition would not be favorably considered by MMSD's Commission members, especially in light of the recently-initiated development of the 2050 Facilities Plan and 2035 Interim Facilities Plan.

The SSSA amendment process must be initiated as soon as possible and fully executed before the Village can extend sanitary sewer into these lands to service prospective TID #6 tenants.

ATTACHMENTS:

- 1) Resolution
- 2) Exhibit

STAFF RECOMMENDATION TO COMMITTEE:

Approve the Resolution as proposed without requirement to exit lands from the SSSA equivalent in equalized value to lands to be entered.

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.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 03-15

A RESOLUTION AUTHORIZING AND DIRECTING VILLAGE STAFF TO
CONTACT AND WORK WITH THE SOUTHEASTERN WISCONSIN
REGIONAL PLANNING COMMISSION (SEWRPC) TO AMEND THE
REGIONAL WATER QUALITY MANAGEMENT PLAN FOR THE
REMOVAL OF CERTAIN LANDS AND TO INCLUDE LANDS LOCATED
GENERALLY BETWEEN APPLETON AVENUE, LANNON ROAD, HIGHWAY
41 AND MAPLE ROAD TO MMSD'S SANITARY SEWER SERVICE AREA

WHEREAS, the Village of Germantown falls within the Milwaukee Metropolitan Sewerage District ("MMSD") boundaries and portions of the Village are within a MMSD sanitary sewer service area; and

WHEREAS, the Village Board of the Village of Germantown anticipate that development within the Village will push beyond the current sewer service area boundaries; and

WHEREAS, the Village Board wishes to extend the current sewer service area boundaries to include the areas of anticipated development; and

WHEREAS, Chapter 7 of MMSD's Rules and Regulations provides for the process to add area to a sanitary sewer service area commencing with an amendment to the applicable Regional Water Quality Management Plan; and

WHEREAS, the Village's current sanitary sewer service area is part of Southeastern Wisconsin Regional Planning Commission's ("SEWRPC") Community Assistance Planning Report No. 70 dated July 1983 and as amended in 1989, 1998, 2003 and 2009 (the "Plan");

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby authorize and direct Village staff to contact SEWRPC to pursue an amendment to the Plan to remove certain areas and to include the area fully described in the attached Exhibit A and as shown for reference in Exhibit B.

Introduced by Trustee:

Adopted: January 5, 2015

Vote: Ayes:

Nays:

Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF
AREA PROPOSED TO BE ADDED**

EXHIBIT B

MAP OF PROPOSED ADDITION

X. G

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

MEETING DATE: January 5, 2015

AGENDA ITEM: New Business

ITEM TITLE: Request to Execute Conservation Easement Agreement – Alt Bauer
Parking Lot Green Infrastructure

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

This Conservation Easement Agreement was developed with intention to conform to MMSD grant requirements and is required to enable the Village to receive the grant reimbursement. The easement overlays only the green infrastructure component of the parking lot reconstruction project, which include the pre-cast pervious concrete parking stalls.

This project was authorized by:

- 1) Park & Recreation Commission (July 9, 2014)
- 2) General Government & Finance Committee (July 29, 2014)
- 3) Village Board (August 4, 2014)

ATTACHMENTS:

Conservation Easement Agreement

STAFF RECOMMENDATION TO COMMITTEE:

Recommend that Village Board authorize execution conservation easement agreement.

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.

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT is granted this _____ day of _____, 201__, by the Grantor, Village of Germantown (the Landowner) to the Grantee, Milwaukee Metropolitan Sewerage District, a special-purpose municipal corporation under Wis. Stat. §200.21 *et seq.* (the Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Washington County, Wisconsin, which is legally described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The property is in Alt Bauer Park at W165 N10749 Wagon Trail, Germantown, Wisconsin 53022.

This Limited Term Conservation Easement applies only to certain areas of the Property that have conservation value because these areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). Exhibit C shows the areas within the property that are subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has the following Green Infrastructure: 2,163 square feet of porous pavement and a stormwater storage system, which allows stormwater to infiltrate into the soil. The system has a retention capacity 6,480 gallons. This Green Infrastructure will reduce the volume and improve the quality of runoff.

C. Baseline Documentation. The condition of the Property, and specifically the Conservation Zones, is further documented in an inventory of relevant features, characteristics, and Conservation Values, which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

Recording Area

Name and Return Address:

Milwaukee Metropolitan
Sewerage District
Attention: Delbert Dettman
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Parcel Identification Number:

D. Public Policies. The Preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily grants and conveys to the Easement Holder a Conservation Easement (the Easement) for a period of 10 years over, in, and to the Property. This Easement consists of the following terms, rights and restrictions:

1. Purpose. The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property, which consists of 2,163 square feet of porous pavement and a stormwater storage system.

2. Effective Dates. This Easement becomes effective when signed by both the Landowner and Easement Holder. This Easement terminates on the ten-year anniversary of the effective date. The termination date is _____.

3. Recording of Easement. The Easement Holder will record this Easement at the Easement Holder's expense.

4. Operation and Maintenance. The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.

5. Additional Reserved Rights of the Landowner. The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, provided that:

- a. The encumbrance or conveyance is subject to the terms of this Easement.
- b. The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.
- c. The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
- d. Failure of the Landowner to perform any act required in Subparagraphs 5.1b and 5.1c does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the Purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies:

- 6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.
- 6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.
- 6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's business activities.

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.

- 7.2 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.3 Non-Waiver. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.4 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.5 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from such causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the Purpose of the Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may jointly amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder it:
- (a) diminishes the Conservation Values of the Property,
 - (b) is inconsistent with the Purpose of the Easement,
 - (c) affects the duration of the Easement, or
 - (d) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.
- 8.2 Assignment. The Easement Holder may convey, assign or transfer its interests in this Easement to a unit of federal, state or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its Purpose for the remainder of its term. The

Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

- 8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.
- 8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.
- 8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- 8.7 Extinguishment. This Easement may be terminated or extinguished prior to the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) all or part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes it impossible to accomplish the Purpose of the Easement.
- 8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.
- 8.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:
- a. Operation, upkeep and maintenance.* The Landowner is responsible for the operation, upkeep and maintenance of the Property.
 - b. Control.* In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;

- (ii) become involved in the management decisions of the Landowner regarding the generation, handling or disposal of hazardous substances; or
- (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

c. Permits. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations and requirements.

d. Indemnification. The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

- (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. Taxes. The Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

- 8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located, and may re-record it or any other document necessary to protect its rights under this Easement.
- 8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.
- 8.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.
- 8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.
- 8.15 Warranties and Representations. The Landowner warrants and represents that:
- a. The Landowner is the sole owner of the Property in fee simple and has the right and the ability to grant and convey this Easement to the Easement Holder;
 - b. As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except any that are subordinated to the Easement Holder's rights under this Easement;
 - c. The Landowner and Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;
 - d. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders.

GRANT OF INTEREST TO EASEMENT HOLDER

As Village President, I execute the foregoing Limited Term Conservation Easement
and acknowledge the same on behalf of the City of Germantown on this

_____ day of _____, 20_____.

By: _____

Dean Wolter
Village President

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

On this _____ day of _____, 20____, the person known as
_____ came before me and executed the foregoing instrument and
acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission is permanent expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The foregoing Limited Term Conservation Easement is accepted by the Milwaukee Metropolitan Sewerage District on this _____ day of _____, 20____.

By: _____
Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

On this _____ day of _____, 20____, the person known as
_____ came before me and executed the foregoing instrument and
acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission is permanent expires _____.

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this conservation easement.

ATTACHMENTS

EXHIBIT A Legal description of the Property

EXHIBIT B Property Map

EXHIBIT C Areas within the Property that are Subject to the Limited Term Conservation Easement

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That part of Outlot 4 of the Old Farm Annex No.1 at Germantown subdivision and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 9 North, Range 20 East of the Fourth Principle Meridian located in the Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the concrete monument marking the West $\frac{1}{4}$ corner of said Section 27; thence North $88^{\circ}41'21''$ East along the north line of the Southwest $\frac{1}{4}$ of said Section 27, 2064.88 feet to the point of beginning of the lands to be described;

Thence continuing North $88^{\circ}41'21''$ East along the north line of the Southwest $\frac{1}{4}$, and the north line of said Outlot 4, 270.00 feet to the westerly right of way line of Wagon Trail; thence South $28^{\circ}40'16''$ West along said westerly right of way line, 115.45 feet; thence South $88^{\circ}41'21''$ West and parallel with said north line of Outlot 4, 212.31 feet; thence North $01^{\circ}18'39''$ West, 100.00 feet to the point of beginning.

Containing 24,115 square feet (0.5536 acres)

EXHIBIT B
PROPERTY MAP

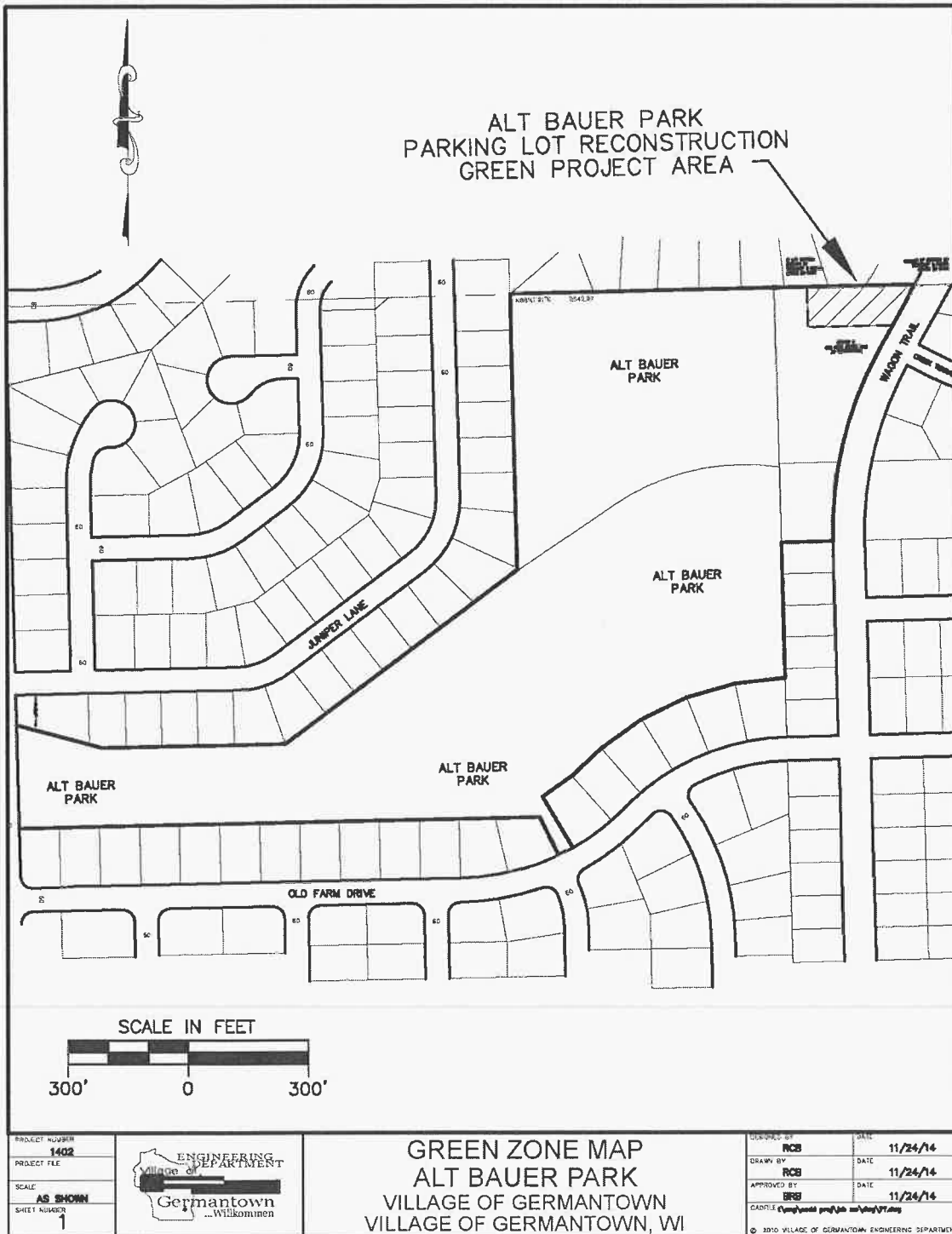


EXHIBIT C

AREAS WITHIN THE PROPERTY THAT ARE SUBJECT TO THE LIMITED TERM
CONSERVATION EASEMENT

