

**THE CEREMONIAL OATH OF OFFICE WILL BE ADMINISTERED
PRIOR TO THE START OF THE MEETING**

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, April 15, 2019 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 AND DEPARTMENT REPORTS:
 The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads.
- 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. **APPOINTMENTS:**
 - A. **Standing Committees of the Village Board**
 1. **General Government & Finance:**

Chair Trustee Arthur Zabel	04/16/2019 – 04/20/2020
Trustee Terri Kaminski	04/16/2019 – 04/20/2020
Trustee David Baum	04/16/2019 – 04/20/2020
Trustee Rick Miller	04/16/2019 – 04/20/2020
 2. **Public Safety:**

Chair Trustee Jeff Hughes	04/16/2019 – 04/20/2020
Trustee Dan Wing	04/16/2019 – 04/20/2020
Trustee Robert Warren	04/16/2019 – 04/20/2020
Trustee Dennis Myers	04/16/2019 – 04/20/2020

3. Public Works & Highways:

Chair	Trustee Terri Kaminski	04/16/2019 – 04/20/2020
	Trustee Jeff Hughes	04/16/2019 – 04/20/2020
	Trustee Robert Warren	04/16/2019 – 04/20/2020
	Trustee Arthur Zabel	04/16/2019 – 04/20/2020

B. Commissions/Boards/Committees

1. Administrative Appeals Review Board

Chair	Dean Wolter	04/16/2019 – 04/20/2020
Trustee	Terri Kaminski	04/16/2019 – 04/20/2020

2. Board of Review

Member	Chris Niggemeier	05/01/2019 – 04/30/2024
--------	------------------	-------------------------

3. Historic Preservation Commission

Chair/Trustee	Rick Miller	04/16/2019 – 04/20/2020
Member	Barbara Mendenhall	04/16/2019 – 04/20/2022
Member	Christine Kauth	04/16/2019 – 04/20/2022

4. Library Board

Trustee	Dennis Myers	04/16/2019 – 04/20/2020
Member	Charlene Brady	07/01/2019 – 06/30/2022
Member	Darlene Vosen	07/01/2019 – 06/30/2022
School Rep.	Brenda O'Brien	07/01/2019 – 06/30/2022

5. Park & Recreation Commission

Trustee	Rick Miller	04/16/2019 – 04/20/2020
Chair	Scott Coulthurst	05/01/2019 – 04/30/2022
Member	Kim Leukert	05/01/2019 – 04/30/2022
School Bd	Ray Borden	05/01/2019 – 04/20/2020

6. Plan Commission

Chair	Dean Wolter	04/16/2019 – 04/20/2020
Trustee	David Baum	04/16/2019 – 04/20/2020

7. Police & Fire Commission

Member	Larry Owen	05/01/2019 – 04/30/2024
--------	------------	-------------------------

8. Senior Center Advisory Committee

Chair/Trustee	Dennis Myers	04/16/2019 – 04/20/2020
Trustee	Arthur Zabel	04/16/2019 – 04/20/2020
Member	Norine Janzen	05/01/2019 – 04/30/2021

9. Tourism Commission

Chair/Trustee	Dan Wing	04/16/2019 – 04/20/2020
Hotel Rep.	Ryan Rahl	04/16/2019 – 04/20/2020
Chamber Rep.	Lynn Grgich	04/16/2019 – 04/20/2020
Member	Patricia Adair	04/16/2019 – 04/20/2020
Member	Judy Rogers	04/16/2019 – 04/20/2020
Member	Carroll Merry	04/16/2019 – 04/20/2020

10. Economic Development Commission

Chair/Trustee	Jeff Hughes	04/16/2019 – 04/20/2020
Trustee	Rick Miller	04/16/2019 – 04/20/2020
Trustee	Dennis Myers	04/16/2019 – 04/20/2020
Member	Scott Coulthurst	05/01/2019 – 04/30/2022
Member	Jim Sedgwick	05/01/2018 – 04/30/2021

11. **Utility Advisory Committee**

Chair/Trustee	Robert Warren	04/16/2019 – 04/20/2020
Member	Jim Hansen	05/01/2018 – 04/30/2021
Member	Dan Campbell	05/01/2018 – 04/30/2021
Member	Lindsay Rehlau	05/01/2017 – 04/30/2020
Alt. Member	Julie Reichert	05/01/2019– 04/30/2022
12. **Building Construction Oversight Committee**

Chair/Trustee	David Baum	04/16/2019 – 04/20/2020
Trustee	Robert Warren	04/16/2019 – 04/20/2020
13. **Board of Zoning Appeals**

Member	Lisa Filla	05/01/2018 – 04/30/2021
Alt. Member	Jeffrey Knop	05/01/2019 – 04/30/2022
14. **Ethics Board**

Member	Wyatt Wiehr	05/01/2019 – 04/30/2022
Member	Rosemarie Matheus	05/01/2019 – 04/30/2022
Member	David Wendler	05/01/2018 – 04/30/2021
Member	Vacant	05/01/2017 – 04/30/2020
Alt. Member	Vacant	05/01/2019 – 04/30/2022
Alt. Member	Vacant	05/01/2018 – 04/30/2021

C. Weed Commissioner

Planning/Zoning Adm. Jeff Retzlaff

D. Mid-Moraine Legislative Committee

Trustee Representative Arthur Zabel

E. Official Posting Places

Village Hall - N112 W17001 Mequon Road

Public Library - N112 W16957 Mequon Road

Village Website

VIII. CONSENT AGENDA:

- A. Approval of Minutes: April 1, 2019 Regular Village Board Meeting and April 1, 2019 Committee of the Whole Meeting.
 - B. Accounts payable/payroll

1.	April 2, 2019	Payroll (Hourly)	\$ 232,124.24
2.	April 10, 2019	Accounts Payable	\$ 1,814,753.17
3.	April 15, 2019	Payroll (Salary)	\$ 115,898.47
 - C. Operator's Licenses: Elizabeth Humlie, Christian Johnson, Rae Koppelman, Samantha Nguyen, and Heather Sanders. [Recommendation Forthcoming]
 - D. Operator's License Denial: Roger Olson III. [Recommended Denial]
 - E. Change of Agent, Kimberly Kuecker, Kwik Trip, Inc. W188N10963 Maple Road.
- The following items were forwarded from **Public Works Committee** with a unanimous recommendation.
- F. Purchase Crack Filling Materials from Sherwin Industries of Milwaukee in an amount not to exceed \$25,000.

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARING:

- A. Towne Realty Inc. d/b/a Zilber Property Group, Agents for ZPG Development LLC, Property Owner – W210 N12805 Gateway Crossing in the Germantown Gateway Corporate Park. Conditional Use Permit Application to Allow Grading & Filling within a 75' Navigable Waterway Setback.
- B. Keller Inc., Agent for ELLARETEE LLC and GGWW LLC, Property Owner – W204 N12839 Goldendale Road. Application to Rezone 28.1 acres from A-1: Agricultural to M-1: Limited Industrial; And Conditional Use Permit Application to Allow an Accessory Structure to Exceed 45 Feet in Height.
- C. Lendlease Americas Inc., Agent for Rockfield Investments LLC, Property Owner, and Verizon Wireless, Tenant and Operator – N132 W17390 Rockfield Road. Conditional Use Permit to Install and Operate a Wireless Communication Facility and 185.5' Monopole Tower.
- D. Veridian Homes LLC, Agent for Germantown School District, Property Owner – N104 W14942 Donges Bay Road. Rezoning Application to create a Planned Development District (PDD) and Rezone 14.7 acres from A-2: Agricultural to Rs-5:Single-Family for a 27-Lot Residential Development. (No Action. Public Hearing Only.)

X. NEW BUSINESS:

- A. Resolution 30-2019, Resolution Awarding the Sale of \$3,075,000 General Obligation Promissory Notes, Series 2019C; Providing the Form of the Notes; and Levying a Tax in Connection Therewith.
- B. Conditional Use Permit, to Allow Grading & Filling within a 75' Navigable Waterway Setback, And 4-Lot Certified Survey Map (CSM) for Towne Realty Inc. d/b/a Zilber Property Group, Agents for ZPG Development LLC, Property Owner – W210 N12805 Gateway Crossing in the Germantown Gateway Corporate Park.
- C. Conditional Use Permit to Allow an Accessory Structure to Exceed 45 Feet in Height; 2-Lot Certified Survey Map (CSM); And, Ordinance 3-2019 to Rezone 28.1 acres from A-1: Agricultural to M-1 Limited Industrial Zoning District for Keller Inc., Agent for ELLARETEE LLC and GGWW LLC, Property Owner – W204 N12839 Goldendale Road.
- D. Conditional Use Permit, to Install and Operate a Wireless Communication Facility and 185.5' Monopole Tower for Lendlease Americas Inc., Agent for Rockfield Investments LLC, Property Owner, and Verizon Wireless, Tenant and Operator – N132 W17390 Rockfield Road.

- E. 4 Lot, Certified Survey Map, Carity Land Corporation, Agent for Briscoe Development & Management Inc., Property Owner of 144.8 acres located South of Freistadt Road, East of the Canadian National Railroad, North of Mequon Road and West of Country Aire Drive.
- F. Preliminary Subdivision Plat for a 35-Lot, Single-Family Residential Development called “Heritage Park North”. Brian Depies, SEH Inc., and Heritage Park Development Corp., Agent for John & Mary Barnes and Bittersweet Trail, LLC, Property Owners – 33 Acres East of Division Road And North of Revere Lane.
- G. Resolution 31-2019, Wrenwood Development Agreement.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, May 6, 2019 at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
April 1, 2019**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Hughes, Kaminski, Miller, Myers, Warren, Wing and Zabel. Absentee Excused Trustee Baum. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, Director Ratayczak, and Director Retzlaff.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No Report.

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

Trustees provided information on upcoming meeting dates and times.

Clerk Braunschweig reminded residents that tomorrow is an election day and polls will be open from 7 a.m. to 8 p.m.

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

None.

CONSENT AGENDA:

A. Approval of Minutes: March 18, 2019 Regular Village Board Meeting.

B. Accounts payable/payroll

1. March 19, 2019	Payroll (Hourly)	\$ 237,602.07
2. March 25, 2019	Accounts Payable	\$ 830,988.24
3. March 31, 2019	Payroll (Salary)	\$ 106,451.93
4. March 31, 2019	Accounts Payable	\$ 98,430.26

C. Operator's Licenses: Operator's Licenses: Ronald Trudell and Bradley Woldt.

MOTION (Myers/Miller) to approve Consent Agenda Items B-C. Zabel requested to pull item A. Roll Call Vote Carried Unanimously.

A. Approval of Minutes: March 18, 2019 Regular Village Board Meeting.

MOTION (Myers/Miller) to approve item A, Minutes of March 18, 2019. Zabel requested the item pulled because he was not at the meeting and will abstain from the vote. Motion Carried. Zabel Abstained.

OLD BUSINESS:

None.

PUBLIC HEARING:

None.

NEW BUSINESS:

David Leszczynski, Agent for Germantown Acquisitions LLC, Property Owner, 29.7 acres at W124 N11749 Wasaukee Road (Tax Parcel ID# 241-999); Preliminary Subdivision Plat for a 16-lot single-family residential development (Woodland Ponds Estates)

Director Retzlaff gave a presentation in regards to the item. In August of 2018 the Village approved the rezoning to RS-3, Single Family along with a concept plan contingent upon DNR approval of filling two small wetlands. The concept plan was for 17 lots. In October of last year the DNR denied the filling of the wetlands. The contingency was for 16 lot concept plan. The project 29.7 acres. 2 lots share a driveway. All lots are a minimum of one acre in size. Plan Commission recommended approval subject to eight conditions.

MOTION (Myers/Kaminski) to Approve Preliminary Subdivision Plat for a 16-lot single-family residential development (Woodland Ponds Estates); for David Leszczynski, Agent for Germantown Acquisitions LLC, Property Owner, 29.7 acres at W124 N11749 Wasaukee Road (Tax Parcel ID# 241-999) including the eight conditions from Plan Commission. Motion carried unanimously.

Authorization to Submit Data to the Public Service Commission for Water Rate Increase.

MOTION (Hughes/Kaminski) Authorization to Submit Data to the Public Service Commission for Water Rate Increase. Motion carried unanimously.

Meridian Germantown LLC / Wal-Mart Stores, Inc claim of excessive real estate tax. The Village Board may convene into closed session per Wis. Stats. §19.85(1)(g) for the purpose of conferring with Legal Counsel who is rendering advice concerning strategy to be adopted by the Village with respect to litigation in which it is involved or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate; and,
Administrator Performance Review. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and may convene into open session to take such action as it deems appropriate.

MOTION (Myers/Zabel) to go into closed session and include the Village Board, Village Attorneys, Administrator Kreklow, Clerk Braunschweig at 7:16 P.M. for the Meridian Germantown LLC/Walmart Stores, Inc. claim of excessive real estate tax portion. The Village Board and Village Administrator were included in the Administrator Performance Review at 7:40 P.M. Motion Carried Unanimously.

The Village Board Reconvened in open session at 8:30 P.M.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:30 P.M. p.m.

The next regular meeting of the Village Board will be on Monday, April 15, 2019 at 7:00 p.m.

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

VILLAGE OF GERMANTOWN
COMMITTEE OF THE WHOLE
MEETING MINUTES
April 1, 2019

CALL TO ORDER: The meeting was called to order at 6:06 p.m. by Pres. Wolter.

ROLL CALL: Present: President Wolter, Trustees Hughes, Kaminski, Miller (6:52 p.m.), Myers, Warren, Wing and Zabel. Trustees Baum excused. Also present: Administrator Kreklow, Finance Director Rath, Director Ratayczak, Valerie Bauer, Water Superintendent Paul Haugen, and Clerk Braunschweig.

Water Study Update – Baker Tilly Virchow Krause, LLP:

Director Rath gave an update. The last time the Village looked at a water rate increase was December 2014 and that was a 3% simplified rate increase.

The increase is being reviewed because of the potential water tower in TID 8, debt service, and cash flow for regular maintenance on the system.

Vicky Hildenbrand of Baker Tilley came to the podium. She gave information in regards to the Water Study Update in preparation for an increase and the processes involved. Hydrant rental was also discussed.

The Public Service Commission determines the water rate ranges. This is based on the value of the plant times a rate of return. The Village Board can adjust the PSC approved rates.

The application has been completed and reviewed by management. The Public Service Commission will audit the application. This could take 4-6 months. The application will come back to the Village and then the Public Service Commission will initiate the public hearing.

Water Utility 2018 results show a net loss. The cash flow was positive but not enough for maintenance and debt service. There was a decline in a large commercial user.

The Village rates are the lowest water rates in Washington and Waukesha Counties; 66% below average. The Village is the 12th lowest rates in the state.

Discussion of moving the hydrant rental to water bills was discussed. The PILOT payment would increase.

Discussion ensued of conservation water rates. The Village does offer a sprinkler credit. The sewer rate already assumes a portion for lawns. Could set up an irrigation rate. Discussion ensued of Multi family rates for larger apartment complexes.

Discussion ensued of a stand by rate.

Hydrant rental and impact fees were discussed.

ADJOURNMENT: There being no further business, meeting adjourned at 6:59 p.m.

Respectfully Submitted,
Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: Wednesday, April 3rd, 2019

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase- Crack filling Material

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing for crack filling material. The Highway Department estimates we will use between 40,000 to 45,000 pounds of crack filling material. The only distributor authorized to sell this type of material in this area is **Sherwin Industries of Milwaukee**. They have quoted the Village a price of \$.51 up slightly from last year (\$.4675/lb.)

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing crack filling material from Sherwin Industries for \$.51/lb. in an amount not to exceed \$25,000. Funds shall be allocated from line item account 10-542-530-3505.

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.

From: [Janice Wick](#)
To: [Deanna Braunschweig](#)
Subject: Public Works Committee Item - VB April 18, 2019
Date: Monday, April 8, 2019 3:56:19 PM

CONSENT AGENDA:

-

CRACK FILLING MATERIAL PURCHASE:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the purchase of crack filling material for Village roads from Sherwin Industries at a cost of \$.51/lb. not to exceed \$25,000. Funds to be allocated from Acct. #10-542-530-3505.

Motion carried unanimously.

Regards,

Janice
DPW/Engr.
Village of Germantown
262-250-4721

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a public hearing will be held by the Village of Germantown Plan Commission and Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following dates and times noted below (or soon thereafter):

PLAN COMMISSION: Monday, April 8, 2019 at 6:30 p.m.

VILLAGE BOARD: Monday, April 15, 2019 at 7:00 p.m.

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application(s) filed for a CONDITIONAL USE PERMIT to allow approximately 6,000 sqft of development within a 75' navigable water setback on a portion of the following described property pursuant to Section 24.04(3) of the Municipal Code:

Applicant: Towne Realty Inc./Zilber Property Group, Agent for ZPG Development LLC, Property Owner
Property: W210 N12805 Gateway Crossing (Tax Key: GTNV 073-990)

Lot 2 of Certified Survey Map No. 6824, in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7 and the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 101.73 acres. The development site is located on the south side of the parcel abutting Holy Hill Road immediately across from the Briggs & Stratton building currently under construction.

A copy of the application(s) and a map showing the property described above are on file and available for inspection at the Community Development Department-Planning & Zoning Services office at the Germantown Village Hall during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, or, on the Village's website by following this link:

<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

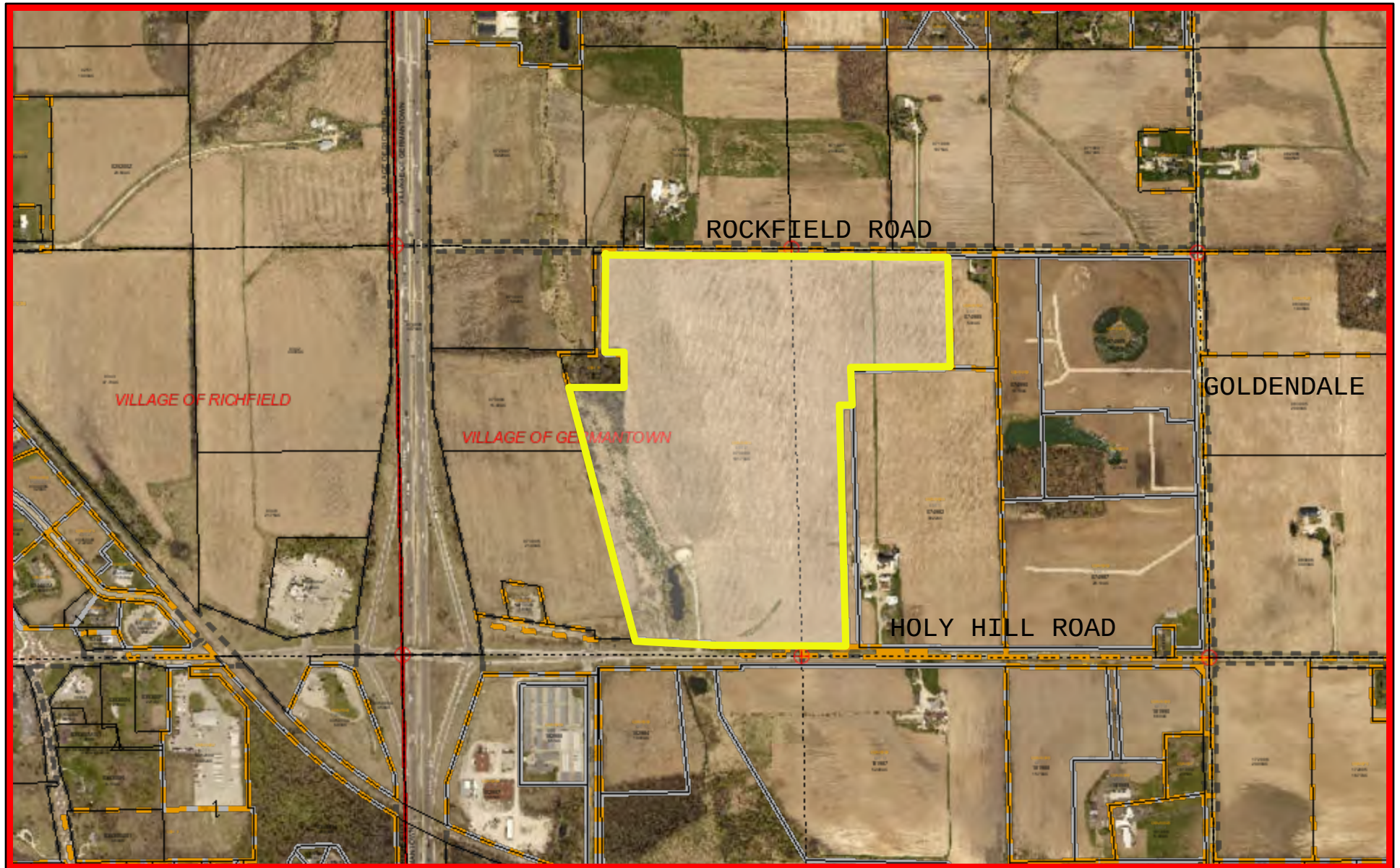
Deanna Braunschweig, Village Clerk

Dated this 20th day of March 2019

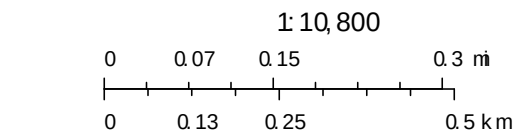
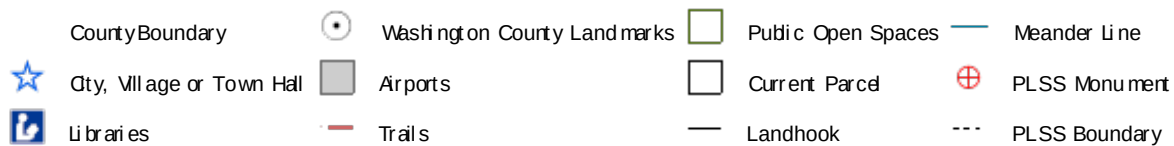
To Be Published On: March 27th and April 3rd, 2019

ZILBER PROPERTY GROUP

Zilber-Germantown Gateway Corporate Park Property



March 25, 2019



Washington County, Washington County, Wisconsin

ArcGIS WebApp Builder

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a public hearing will be held by the Village of Germantown Plan Commission and Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following dates and times noted below (or soon thereafter):

PLAN COMMISSION: Monday, April 8, 2019 at 6:30 p.m.

VILLAGE BOARD: Monday, April 15, 2019 at 7:00 p.m.

The purpose of said hearings is to hear any and all parties, their attorneys or agents, for or against the following applications: (1) REZONING application to rezone the property described below from the A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District; and (2) a CONDITIONAL USE PERMIT to allow the height of an accessory structure to exceed 45 feet pursuant to Section 17.33 (3)(i) of the Village Zoning Code:

Applicant: Keller, Inc, Agent for Ellaretee, LLC and GGWW LLC, Property Owner
Property: W204 N12839 Goldendale Road (Tax Key: GTNV 074-987)

Lot 1 of Certified Survey Map N0. 5959 in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 28.1 acres.

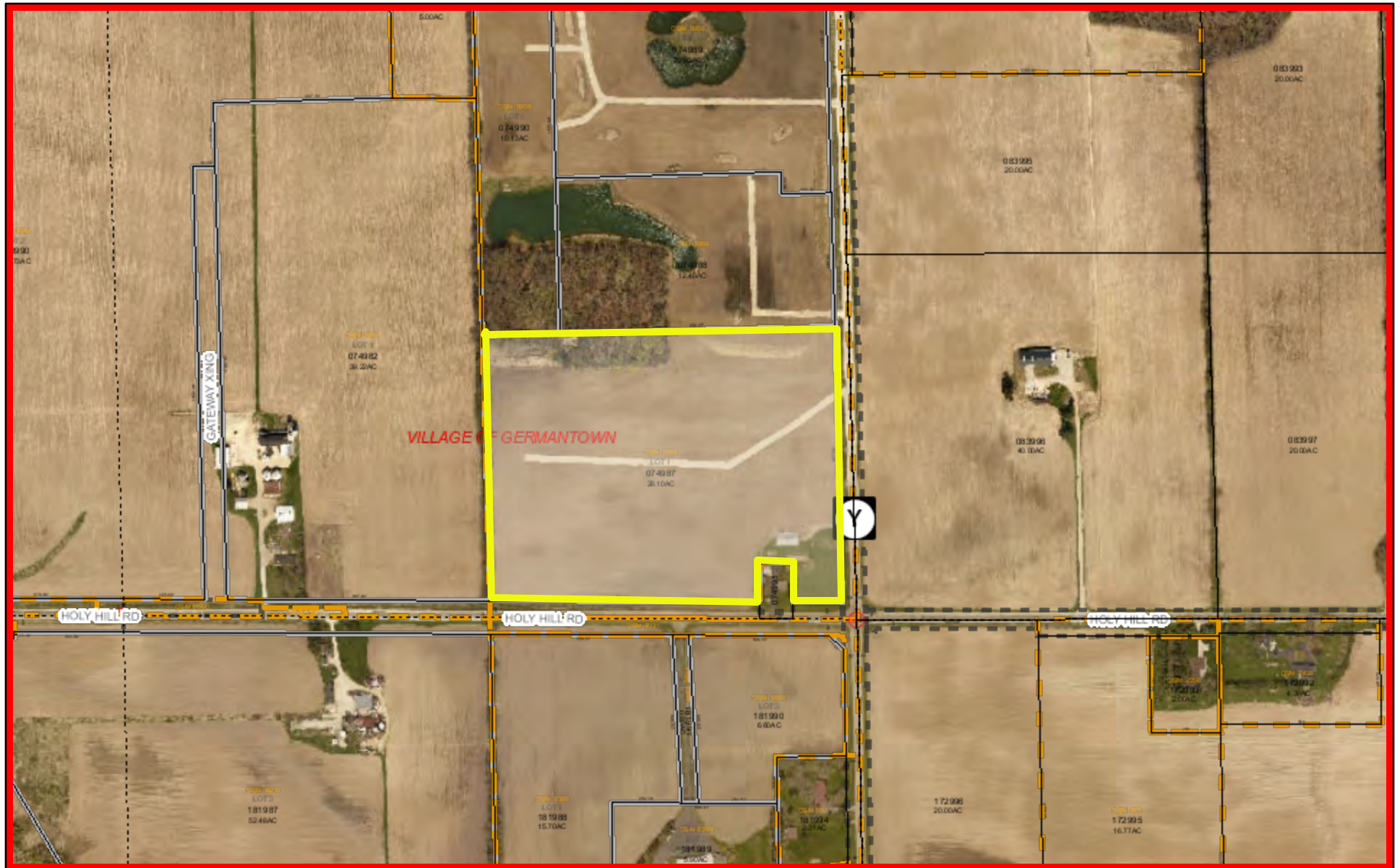
A copy of the application and a map showing the property described above are on file and available for inspection at the Community Development Department-Planning & Zoning Services office at the Germantown Village Hall during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, or, can be viewed on the Village's website by following this link:

<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

Deanna Braunschweig, Village Clerk
Dated this 20th day of March 2019

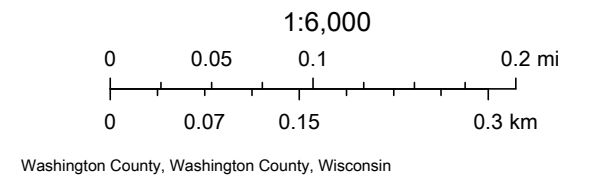
To Be Published On: March 27th and April 3rd , 2019

GGWW LLC-Ellaretee Property



March 25, 2019

- | | | | |
|----------------------------|-----------------------------|--------------------|---------------|
| County Boundary | Washington County Landmarks | Public Open Spaces | Meander Line |
| City, Village or Town Hall | Airports | Current Parcel | PLSS Monument |
| Libraries | Trails | Landhook | PLSS Boundary |



NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a public hearing will be held by the Village of Germantown Plan Commission and Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following dates and times noted below (or soon thereafter):

PLAN COMMISSION: Monday, April 8, 2019 at 6:30 p.m.

VILLAGE BOARD: Monday, April 15, 2019 at 7:00 p.m.

The purpose of said hearings is to hear any and all parties, their attorneys or agents, for or against a CONDITIONAL USE PERMIT application to allow the installation and operation of a Wireless Communication Facility (185' tall monopole structure with radio signal transmitter antenna and ground-mounted equipment) from the property described below pursuant to Section 17.56 of the Village Zoning Code:

Applicant: Lendlease Americas, Inc., Agent for Rockfield Investments LLC, Property Owner
Property: N132 W17390 Rockfield Road (Tax Key: GTNV 091-991)

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section Nine 9, Township 9 North, Range 20 East, described as follows: Commencing at the East quarter corner of said Section 9; thence West on the East and West quarter line of said Section, 323.25 feet to the Westerly right-of-way line of the Chicago & Northwestern Railway; thence North 35 degrees 36 minutes West along said right-of-way line, 329.50 feet to the place of beginning of the lands herein described; thence continuing North 35 degrees 36 minutes West along said right-of-way line, 207.50 feet; thence North 33 degrees 04 minutes West along said right-of-way line, 876.43 feet; thence South 1 degree 13 minutes West, 894.30 feet; thence East, 131.37 feet; thence South 18.00 feet; thence East, 270.00 feet; thence South 00 degrees 07 minutes East, 260.20 feet to the East and West quarter line of said Sec. 9; thence East along said quarter line, 77.00 feet; thence North 00 degrees 07 minutes West, 218.00 feet; thence North 79 degrees 39 minutes East, 104.61 feet; thence North 49 degrees 48 minutes East 48.43 feet to the place of beginning. Subject to the easements granted to ERWIN N. THEISEN and RITA M. THEISEN, his wife, by deed dated October 29, 1956, to-wit: A right-of-way for purposes of ingress and egress over the following described land in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 9, Township 9N, Range 20 East, Washington County, Wisconsin; Commencing at a point in the East and West Quarter line of said section, 654.43 feet West from the East Quarter corner of said section; thence continuing West along said quarter line 24.00 feet; thence N. 00 degrees 07 minutes W. 218.00 feet; thence East 24 feet, thence S. 00 degrees 07 minutes East 218.00 feet to the place of beginning, Also, a right-of-way ten feet in width, the southerly line of which is described as follows: part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 9 North, Range 20 East, Washington County, Wisconsin; begin at the east quarter corner of said section; thence west along the east and west quarter line of said Section 550.35 feet; thence North 0 degrees 25 minutes West 236.81 feet; thence South 79 degrees 39 minutes West 29.61 feet to the place of beginning of the southerly line of said right-of-way; thence South 79 degrees 39 minutes West 85 feet to the point of terminus of the southerly line of said right-of-way. Subject also to sidetrack agreement dated January 24, 1914 with Chicago & Northwestern Railway Company. AND BEING the same property conveyed to William A. Liesener and Robert R. Reinders from Dart Industries Inc. (the successor and parent company of The West Band Aluminum Company), a corporation by Indenture dated December 01, 1982 and recorded December 01, 1982 in Instrument No. 449685; AND FURTHER CONVEYED to Donna M. Liesener from The Estate of William A. Liesener, deceased by Final Judgment dated May 04, 1990 and recorded May 11, 1990 in Instrument No. 559593; AND FURTHER CONVEYED to Rockfield Investments, LLC, a Wisconsin limited liability company from Donna M. Liesener and Robert R. Reinders by Quit Claim Deed dated December 31, 2005 and recorded April 14, 2006 in Instrument No. 1123519.

A copy of the application and a map showing the property described above are on file and available for inspection at the Community Development Department-Planning & Zoning Services office at the Germantown Village Hall during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, or, on the Village's website by following this link:
<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

Deanna Braunschweig, Village Clerk
Dated this 20th day of March 2019

To Be Published On: March 27th and April 3rd, 2019

NOTE: POSSIBLE GAP EXISTING IN LEGAL DESCRIPTION.

091988
28.00AC

VILLAGE OF GERMANTOWN

091984
5.00AC

091998

091996
1.00AC

091995

102996
0.36AC

2.42AC

091999
5.21AC

091991
6.50AC

091980
4.40AC

091994
1.23AC

102993
6.78AC

091012

091011

091009

091010

091993

091005

091013

091992

091007001

091004

023500A
0.30AC

023500C
6.77AC

023500D
0.30AC

091982

028000A
0.51AC

028000B
0.40AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976
The Livery
0.40AC

103991
0.89AC

103990

091989

091990

091991

091992

091993

091994

091995

091996

091997

091998

091999

102990

102991

102992

102993

102994

102995

102996

102997

102998

102999

103000

103001

103002

103003

103004

103005

103006

103007

103008

103009

103010

103011

103012

103013

103014

103015

103016

103017

103018

103019

103020

103021

103022

103023

103024

103025

103026

103027

103028

103029

103030

103031

103032

103033

103034

103035

103036

103037

103038

103039

103040

103041

103042

103043

103044

103045

103046

103047

103048

103049

103050

103051

103052

103053

103054

103055

103056

103057

103058

103059

103060

103061

103062

103063

103064

103065

103066

103067

103068

103069

103070

103071

103072

103073

103074

103075

103076

103077

103078

103079

103080

103081

103082

103083

103084

103085

103086

103087

103088

103089

103090

103091

103092

103093

103094

103095

103096

103097

103098

103099

103100

103101

103102

103103

103104

103105

103106

103107

103108

103109

103110

103111

103112

103113

103114

103115

103116

103117

103118

103119

103120

103121

103122

103123

103124

103125

103126

103127

103128

103129

103130

103131

103132

103133

103134

103135

103136

103137

103138

103139

103140

103141

103142

103143

103144

103145

103146

103147

103148

103149

103150

103151

103152

103153

103154

103155

103156

103157

103158

103159

103160

103161

103162

103163

103164

103165

103166

103167

103168

103169

103170

103171

103172

103173

103174

103175

103176

103177

103178

103179

103180

103181

103182

103183

103184

103185

103186

103187

103188

103189

103190

103191

103192

103193

103194

103195

103196

103197

103198

103199

103200

103201

103202

103203

103204

103205

103206

103207

103208

103209

103210

103211

103212

103213

103214

103215

103216

103217

103218

103219

103220

103221

103222

103223

103224

103225

103226

103227

103228

103229

103230

103231

103232

103233

103234

103235

103236

103237

103238

103239

103240

103241

103242

103243

103244

103245

103246

103247

103248

103249

103250

103251

103252

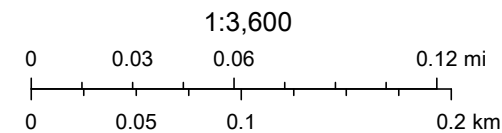
103253

103254

103255

10

 CountyBoundary
  City, Village or Town Hall
  Libraries
  Washington County Landmarks
  Airports
  Trails
  Public Open Spaces
  Current Parcel
  Landhook
  Meander Line
  PLSS Monument
  PLSS Boundary



Washington County, Washington County, Wisconsin

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a public hearing will be held by the Village of Germantown Plan Commission and Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following dates and times noted below (or soon thereafter):

PLAN COMMISSION: Monday, April 8, 2019 at 6:30 p.m.

VILLAGE BOARD: Monday, April 15, 2019 at 7:00 p.m.

The purpose of said hearings is to hear any and all parties, their attorneys or agents, for or against the application(s) filed to: (1) create a Planned Development District (PDD) Zoning District for the property described below with an underlying Rs-5: Residential Single-Family Zoning District; and (2) Rezone the property described below from the A-1: Agricultural Zoning District to the newly created Rs-5/PDD Zoning District:

Applicant: Veridian Homes, LLC, Agent for the Germantown School District, Property Owner

Property: N104 W14942 Donges Bay Road south of and adjacent to Kinderberg Park (Tax Key: GTNV 263-988)

Lot 2 of Certified Survey Map No. 4473, recorded in the Washington County Registry on April 6, 1995 in Volume 30 of Certified Survey Maps on Pages 24-27, as Document No. 688873, and being a part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin (excepting therefrom the northerly 30 feet thereof) containing 15.39 acres.

A copy of the application and a map showing the property described above are on file and available for inspection at the Community Development Department-Planning & Zoning Services office at the Germantown Village Hall during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, or, on the Village's website by following this link:

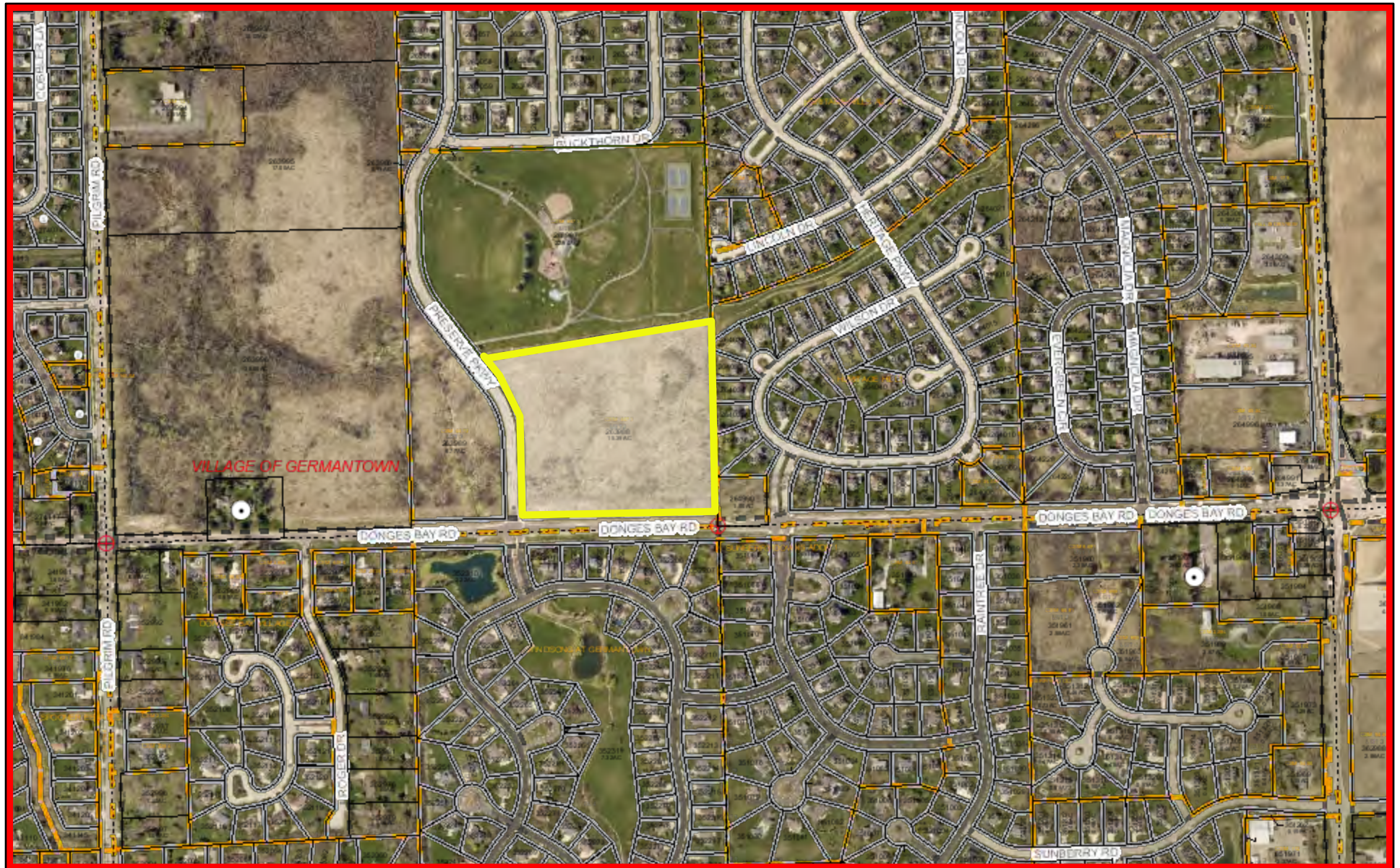
<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

Deanna Braunschweig, Village Clerk

Dated this 20th day of March 2019

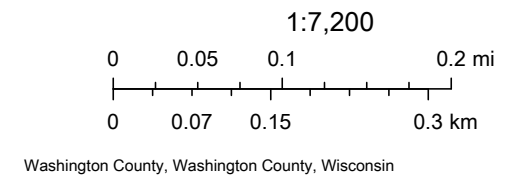
To Be Published On: March 27th and April 3rd, 2019

Germantown School District-Veridian Homes LLC Property



March 25, 2019

- | | | | |
|----------------------------|-----------------------------|--------------------|---------------|
| CountyBoundary | Washington County Landmarks | Public Open Spaces | Meander Line |
| City, Village or Town Hall | Airports | Current Parcel | PLSS Monument |
| Libraries | Trails | Landhook | PLSS Boundary |



RESOLUTION NO. 30-2019

RESOLUTION AWARDING THE SALE OF \$3,075,000**
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019C;
PROVIDING THE FORM OF THE NOTES; AND
LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on March 18, 2019, the Village Board of the Village of Germantown, Washington County, Wisconsin (the "Village") adopted a resolution entitled: "Resolution Authorizing the Borrowing of Not to Exceed \$3,075,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor" (the "Authorizing Resolution") which authorized the issuance and sale of general obligation promissory notes for the purpose of paying the costs of 2019 capital improvements including road and park improvements and equipment acquisition (the "Project");

WHEREAS, pursuant to the Authorizing Resolution, the Finance Director (in consultation with the Village's financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation promissory notes for public sale on April 15, 2019; and

WHEREAS, sealed bid proposals were received as summarized on Exhibit C attached hereto; and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

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

Section 1. Award of the Notes. The bid proposal of _____, _____, _____ (the "Purchaser") is hereby accepted, said proposal offering to purchase the THREE MILLION SEVENTY-FIVE THOUSAND DOLLARS (\$3,075,000) General Obligation Promissory Notes, Series 2019C (the "Notes") for the sum of _____ DOLLARS (\$ _____), plus accrued interest to the date of delivery resulting in a net interest cost of _____ DOLLARS (\$ _____) and a true interest rate of _____.%

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2019C"; shall be dated May 2, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable

** Preliminary, subject to change.

semi-annually on March 1 and September 1 of each year commencing March 1, 2020. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the “Schedule”).

Section 3. Designation of Purchaser as Agent. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Redemption Provisions. At the option of the Village, the Notes maturing on March 1, 2027 and thereafter shall be subject to redemption prior to maturity on March 1, 2026 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit F attached hereto and incorporated herein by this reference.]

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the Village. Said direct annual irrepealable tax shall be levied in the years 2019 through 2028 for payments due in 2020 through 2029 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein, including any capitalized interest funded with proceeds of the Notes.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated “Debt Service Fund Account for \$3,075,000 Village of Germantown General Obligation Promissory Notes, Series 2019C dated May 2, 2019.” There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Notes (the “Note Proceeds”) (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

Section 9. Arbitrage Covenant. The Village shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the “Closing”), would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Village hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be “arbitrage bonds” within the meaning of the Code or Regulations.

The Village Clerk, or other officer of the Village charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The Village anticipates that the Notes will qualify for the construction expenditure exemption from the rebate requirements of the Code. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said Village Clerk or other officer is hereby authorized to make any election on behalf of the Village in order to comply with the

rebate requirements of the Code. If, for any reason, the Village did not qualify for any exemption from the rebate requirements of the Code, the Village covenants that it would take all necessary steps to comply with such requirements.

Section 11. Persons Treated as Owners; Transfer of Notes. The Village Clerk shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Village Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Village Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Village Clerk shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village maintained by the Village Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the Village has executed such Letter of Representation and delivered it to the DTC on behalf of the Village.

Section 13. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate Village official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Notes. The principal of and interest on the Notes shall be paid by the Treasurer or his or her agent in lawful money of the United States.

Section 16. Continuing Disclosure. The Village hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the Village will execute and deliver on the Closing Date. Any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Village to comply with its obligations under this Section.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 15th day of April, 2019.

Dean Wolter,
Village President

ATTEST:

Deanna Braunschweig,
Village Clerk

(SEAL)

EXHIBIT B

(Form of Note)

REGISTERED
NO. R-___
UNITED STATES OF AMERICA
STATE OF WISCONSIN
WASHINGTON COUNTY
VILLAGE OF GERMANTOWN
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019C

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
MARCH 1, 20__	MAY 2, 2019	__%	374118__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the Village of Germantown, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$3,075,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of 2019 capital improvements including road and park improvements and equipment acquisition, all as authorized by a resolutions of the Village Board duly adopted by said governing body at a meetings held on March 18 and April 15, 2019. Said resolutions are recorded in the official minutes of the Village Board for said dates.

At the option of the Village, the Notes maturing on March 1, 2027 and thereafter are subject to redemption prior to maturity on March 1, 2026 or on any date thereafter. Said Notes are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Village Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Notes, and the Village Board appoints another depository, new fully registered Notes in the same aggregate principal amount shall be issued to the new depository upon surrender of the Notes to the Village Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Village Clerk or Treasurer shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the Village of Germantown, Washington County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Village President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the 2nd day of May, 2019.

(SEAL)

By: _____
Dean Wolter,
Village President

By: _____
Deanna Boldrey,
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or its Nominee
Name)

(Authorized Officer)

NOTICE: The above-named
Depository or its Nominee Name must
correspond with the name as it appears upon
the face of the within Note in every
particular, without alteration or enlargement
or any change whatever.

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 8, 2019

In the opinion of Griggs Law Office LLC, Bond Counsel, assuming continued compliance with the requirements of the Internal Revenue Code of 1986, under existing law interest on the Notes is excluded from gross income and is not an item of tax preference for federal income tax purposes. See "TAX EXEMPTION" herein for a more detailed discussion of some of the federal income tax consequences of owning the Notes. The interest on the Notes is not exempt from present Wisconsin income or franchise taxes.

The Village will NOT designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Notes to the extent permitted under prior law.

New Issue

Rating Application Made: Moody's Investors Service

VILLAGE OF GERMANTOWN, WISCONSIN (Washington County)

\$3,075,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019C

BID OPENING: April 15, 2019, 10:30 A.M., C.T.

CONSIDERATION: April 15, 2019, 7:00 P.M., C.T.

PURPOSE/AUTHORITY/SECURITY: The \$3,075,000* General Obligation Promissory Notes, Series 2019C (the "Notes") of the Village of Germantown, Wisconsin (the "Village") are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the costs of 2019 capital improvements including road and improvements and equipment acquisition. The Notes are valid and binding general obligations of the Village, and all the taxable property in the Village is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount. Delivery is subject to receipt of an approving legal opinion of Griggs Law Office LLC, Milwaukee, Wisconsin.

DATE OF NOTES: May 2, 2019

MATURITY: March 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2020	\$50,000	2024	\$330,000	2028	\$360,000
2021	310,000	2025	335,000	2029	365,000
2022	315,000	2026	340,000		
2023	320,000	2027	350,000		

MATURITY ADJUSTMENTS: * The Village reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BONDS: See "Term Bond Option" herein.

INTEREST: March 1, 2020 and semiannually thereafter.

OPTIONAL REDEMPTION: Notes maturing March 1, 2027 and thereafter are subject to call for prior redemption on March 1, 2026 and any date thereafter, at a price of par plus accrued interest.

MINIMUM BID: \$3,044,250.

MAXIMUM BID: \$3,321,000.

GOOD FAITH DEPOSIT: A good faith deposit in the amount of \$61,500 shall be made by the winning bidder by wire transfer of funds.

PAYING AGENT: May be named by the issuer.

BOND COUNSEL: Griggs Law Office LLC.

MUNICIPAL ADVISOR: Ehlers and Associates, Inc.

BOOK-ENTRY-ONLY: See "Book-Entry-Only System" herein (unless otherwise specified by the purchaser).



BUILDING COMMUNITIES. IT'S WHAT WE DO.

info@ehlers-inc.com

1 (800) 552-1171

www.ehlers-inc.com

REPRESENTATIONS

No dealer, broker, salesperson or other person has been authorized by the Village to give any information or to make any representation other than those contained in this Preliminary Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Village. ***This Preliminary Official Statement does not constitute an offer to sell or a solicitation of an offer to buy any of the Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction.***

This Preliminary Official Statement is not to be construed as a contract with the Syndicate Manager or Syndicate Members. Statements contained herein which involve estimates or matters of opinion are intended solely as such and are not to be construed as representations of fact. Ehlers and Associates, Inc. prepared this Preliminary Official Statement and any addenda thereto relying on information of the Village and other sources for which there is reasonable basis for believing the information is accurate and complete. Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein. Compensation of Ehlers and Associates, Inc., payable entirely by the Village, is contingent upon the sale of the Notes.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Certain municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule").

Preliminary Official Statement: This Preliminary Official Statement was prepared for the Village for dissemination to potential investors. Its primary purpose is to disclose information regarding the Notes to prospective underwriters in the interest of receiving competitive proposals in accordance with the sale notice contained herein. Unless an addendum is posted prior to the sale, this Preliminary Official Statement shall be deemed nearly final for purposes of the Rule subject to completion, revision and amendment in a Final Official Statement as defined below.

Review Period: This Preliminary Official Statement has been distributed to prospective bidders for review. Comments or requests for the correction of omissions or inaccuracies must be submitted to Ehlers and Associates, Inc. at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a proposal received from an underwriter. If there are any changes, corrections or additions to the Preliminary Official Statement, interested bidders will be informed by an addendum prior to the sale.

Final Official Statement: Copies of the Final Official Statement will be delivered to the underwriter (Syndicate Manager) within seven business days following the proposal acceptance.

Continuing Disclosure: Subject to certain exemptions, issues in an aggregate amount over \$1,000,000 may be required to comply with provisions of the Rule which require that underwriters obtain from the issuers of municipal securities (or other obligated party) an agreement for the benefit of the owners of the securities to provide continuing disclosure with respect to those securities. This Preliminary Official Statement describes the conditions under which the Village is required to comply with the Rule.

CLOSING CERTIFICATES

Upon delivery of the Notes, the underwriter (Syndicate Manager) will be furnished with the following items: (1) a certificate of the appropriate officials to the effect that at the time of the sale of the Notes and all times subsequent thereto up to and including the time of the delivery of the Notes, this Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (2) a receipt signed by the appropriate officer evidencing payment for the Notes; (3) a certificate evidencing the due execution of the Notes, including statements that (a) no litigation of any nature is pending, or to the knowledge of signers, threatened, restraining or enjoining the issuance and delivery of the Notes, (b) neither the corporate existence or boundaries of the Village nor the title of the signers to their respective offices is being contested, and (c) no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded; and (4) a certificate setting forth facts and expectations of the Village which indicates that the Village does not expect to use the proceeds of the Notes in a manner that would cause them to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or within the meaning of applicable Treasury Regulations.

TABLE OF CONTENTS

INTRODUCTORY STATEMENT.	1	TAX LEVIES AND COLLECTIONS.....	18
THE NOTES.	1	TAX LEVIES AND COLLECTIONS.	18
GENERAL.	1	PROPERTY TAX RATES.	19
OPTIONAL REDEMPTION.	1	LEVY LIMITS.	19
AUTHORITY; PURPOSE.	2	THE ISSUER.....	21
ESTIMATED SOURCES AND USES.....	2	VILLAGE GOVERNMENT.....	21
SECURITY.....	2	EMPLOYEES; PENSIONS.	21
RATING.....	2	OTHER POST EMPLOYMENT BENEFITS....	22
CONTINUING DISCLOSURE.	3	LITIGATION.	23
LEGAL OPINION.	3	MUNICIPAL BANKRUPTCY.....	23
STATEMENT REGARDING COUNSEL		FUNDS ON HAND.	24
PARTICIPATION.....	3	ENTERPRISE FUNDS.....	25
TAX EXEMPTION.	4	SUMMARY GENERAL FUND	
ORIGINAL ISSUE DISCOUNT.	4	INFORMATION.	26
BOND PREMIUM.	5	GENERAL INFORMATION.	27
NON-QUALIFIED TAX-EXEMPT		LOCATION.	27
OBLIGATIONS.....	6	LARGER EMPLOYERS.	27
MUNICIPAL ADVISOR.	6	BUILDING PERMITS.	28
MUNICIPAL ADVISOR AFFILIATED		U.S. CENSUS DATA.....	29
COMPANIES.....	6	EMPLOYMENT/UNEMPLOYMENT DATA...	29
INDEPENDENT AUDITORS.	6	FINANCIAL STATEMENTS.....	A-1
RISK FACTORS.....	6	FORM OF LEGAL OPINION.....	B-1
VALUATIONS.	9	BOOK-ENTRY-ONLY SYSTEM.....	C-1
WISCONSIN PROPERTY VALUATIONS;		FORM OF CONTINUING DISCLOSURE	
PROPERTY TAXES.....	9	CERTIFICATE.....	D-1
CURRENT PROPERTY VALUATIONS.	10	NOTICE OF SALE.	E-1
2018 EQUALIZED VALUE BY		BID FORM	
CLASSIFICATION.....	10		
TREND OF VALUATIONS.....	10		
LARGER TAXPAYERS.	11		
DEBT.....	12		
DIRECT DEBT.....	12		
SCHEDULE OF GENERAL OBLIGATION			
DEBT.....	13		
SCHEDULE OF WATER REVENUE DEBT. ...	15		
DEBT LIMIT.	16		
OVERLAPPING DEBT.....	16		
DEBT RATIOS.....	17		
DEBT PAYMENT HISTORY.....	17		
FUTURE FINANCING.	17		

VILLAGE OF GERMANTOWN VILLAGE BOARD

		<u>Term Expires</u>
Dean Wolter	Village President	April 2022
David Baum	Trustee	April 2020
Terri Kaminski	Trustee	April 2021
Rick Miller	Trustee	April 2020
Robert Warren	Trustee	April 2020
Dennis Myers	Trustee	April 2021
Jeffrey Hughes	Trustee	April 2020
Arthur Zabel	Trustee	April 2021
Daniel Wing	Trustee	April 2021

ADMINISTRATION

Steve Kreklow, Administrator
Kim Rath, Finance Director/Treasurer
Deanna Braunschweig, Clerk

PROFESSIONAL SERVICES

Brian Saidak, Wesolowski, Reidenbach & Saidak, Village Attorney, Franklin, Wisconsin

Griggs Law Office LLC, Bond Counsel, Milwaukee, Wisconsin

Ehlers and Associates, Inc., Municipal Advisors, Waukesha, Wisconsin
(Other offices located in Roseville, Minnesota and Denver, Colorado)

INTRODUCTORY STATEMENT

This Preliminary Official Statement contains certain information regarding the Village of Germantown, Wisconsin (the "Village") and the issuance of its \$3,075,000* General Obligation Promissory Notes, Series 2019C (the "Notes"). Any descriptions or summaries of the Notes, statutes, or documents included herein are not intended to be complete and are qualified in their entirety by reference to such statutes and documents and the form of the Notes to be included in the resolution authorizing the issuance and sale of the Notes ("Award Resolution") to be adopted by the Board of Trustees on April 15, 2019.

Inquiries may be directed to Ehlers and Associates, Inc. ("Ehlers" or the "Municipal Advisor"), Waukesha, Wisconsin, (262) 785-1520, the Village's Municipal Advisor. A copy of this Preliminary Official Statement may be downloaded from Ehlers' web site at www.ehlers-inc.com by connecting to the link to the Bond Sales and following the directions at the top of the site.

THE NOTES

GENERAL

The Notes will be issued in fully registered form as to both principal and interest in denominations of \$5,000 each or any integral multiple thereof, and will be dated, as originally issued, as of May 2, 2019. The Notes will mature on March 1 in the years and amounts set forth on the cover of this Preliminary Official Statement. Interest will be payable on March 1 and September 1 of each year, commencing March 1, 2020, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board ("MSRB"). **The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2021 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.)** All Notes of the same maturity must bear interest from the date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

Unless otherwise specified by the purchaser, the Notes will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). (See "Book-Entry-Only System" herein.) As long as the Notes are held under the book-entry system, beneficial ownership interests in the Notes may be acquired in book-entry form only, and all payments of principal of, premium, if any, and interest on the Notes shall be made through the facilities of DTC and its participants. If the book-entry system is terminated, principal of, premium, if any, and interest on the Notes shall be payable as provided in the Award Resolution.

The Village may designate a Village officer or select a bank or trust company to act as paying agent (the "Paying Agent"). If a bank or trust company is selected as Paying Agent, the Village will pay the charges for Paying Agent services. The Village reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the Village, the Notes maturing on or after March 1, 2027 shall be subject to optional redemption prior to maturity on March 1, 2026 or any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the Village. If only part of the Notes having a common maturity date are called for redemption, then the Village or Paying Agent, if any, will notify

DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of redemption shall be sent by mail not more than 60 days and not less than 30 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

AUTHORITY; PURPOSE

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the costs of 2019 capital improvements including road and improvements and equipment acquisition.

ESTIMATED SOURCES AND USES*

Sources

Par Amount of Bonds	\$3,075,000	
Estimated Interest Earnings	<u>15,050</u>	
Total Sources		\$3,090,050

Uses

Total Underwriter's Discount	\$30,750	
Cost of Issuance	46,350	
Deposit to Project Construction Fund	3,010,000	
Rounding Amount	<u>2,950</u>	
Total Uses		\$3,090,050

*Preliminary, subject to change

SECURITY

For the prompt payment of the Notes with interest thereon and for the levy of taxes sufficient for this purpose, the full faith, credit and resources of the Village will be irrevocably pledged. The Village will levy a direct, annual, irrevocable tax on all taxable property in the Village sufficient to pay the interest on the Notes when it becomes due and also to pay and discharge the principal on the Notes at maturity, in compliance with Article XI, Section 3 of the Wisconsin Constitution. Such tax may, under current law, be levied without limitation as to rate or amount.

RATING

General obligation debt of the Village, with the exception of any outstanding credit enhanced issues, is currently rated "Aa2" by Moody's Investors Service ("Moody's").

The Village has requested a rating on the Notes from Moody's, and bidders will be notified as to the assigned rating prior to the sale. Such rating reflects only the views of such organization and explanations of the significance of such rating may be obtained from Moody's. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by such rating agency, if in the judgment of such rating agency circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Notes.

Such rating is not to be construed as a recommendation of the rating agency to buy, sell or hold the Notes, and the rating assigned by the rating agency should be evaluated independently. Except as may be required by the Disclosure Undertaking described under the heading "CONTINUING DISCLOSURE" neither the Village nor the underwriter undertake responsibility to bring to the attention of the owner of the Notes any proposed changes in or withdrawal of such rating or to oppose any such revision or withdrawal.

CONTINUING DISCLOSURE

In order to assist brokers, dealers, and municipal securities dealers, in connection with their participation in the offering of the Notes, to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission, pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Village shall agree to provide certain information to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) system, or any system that may be prescribed in the future. The Rule was last amended, effective February 27, 2019, to include an expanded list of material events.

On the date of issue and delivery, the Village shall execute and deliver a Continuing Disclosure Certificate, under which the Village will covenant for the benefit of holders including beneficial holders, to provide electronically, or in a manner otherwise prescribed, certain financial information annually and to provide notices of the occurrence of certain events enumerated in the Rule (the "Disclosure Undertaking"). The details and terms of the Disclosure Undertaking for the Village are set forth in Appendix D. Such Disclosure Undertaking will be in substantially the form attached hereto.

A failure by the Village to comply with any Disclosure Undertaking will not constitute an event of default on the Notes. However, such a failure may adversely affect the transferability and liquidity of the Notes and their market price.

In the previous five years, the Village believes it has not failed to comply in all material respects with its prior undertakings under the Rule. The Village has reviewed its continuing disclosure responsibilities along with any changes to the Rule, to ensure compliance. Ehlers is currently engaged as dissemination agent for the Village.

LEGAL OPINION

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Griggs Law Office LLC, Bond Counsel to the Village, and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the Village; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

STATEMENT REGARDING COUNSEL PARTICIPATION

Bond Counsel has not assumed responsibility for this Preliminary Official Statement or participated in its preparation (except with respect to the section entitled "TAX EXEMPTION" in the Preliminary Official Statement and the "FORM OF LEGAL OPINION" found in Appendix B).

TAX EXEMPTION

Federal tax law contains a number of requirements and restrictions which apply to the Notes, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Village has covenanted to comply with all requirements that must be satisfied in order for the interest on the Notes to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

Subject to the Village's compliance with the above referenced covenants, under present law, in the opinion of Griggs Law Office, LLC, Milwaukee, Wisconsin, Bond Counsel, interest on the Notes is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax.

In rendering its opinion, Bond Counsel will rely upon certifications of the Village with respect to certain material facts within the Village's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Notes may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Notes should consult their tax advisors as to applicability of any such collateral consequences.

From time to time legislation is proposed, and there are or may be legislative proposals pending in the Congress of the United States that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Notes. It cannot be predicted whether, or in what form, any proposal that could alter one or more of the federal tax matters referred to above or adversely affect the market value of the Notes may be enacted. Prospective purchasers of the Notes should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The interest on the Notes is not excluded from income and therefore, is not exempt from present Wisconsin income taxes.

ORIGINAL ISSUE DISCOUNT

To the extent that the initial public offering price of certain of the Notes is less than the principal amount payable at maturity, such Notes ("Discounted Bonds") will be considered to be issued with original issue discount. The original issue discount is the excess of the stated redemption price at maturity of a Discounted Bond over the initial offering price to the public, excluding underwriters or other intermediaries, at which price a substantial amount of such Discounted Bonds were sold (issue price). With respect to a taxpayer who purchases a Discounted Bond in the initial public offering at the issue price and who holds such Discounted Bond to maturity, the full amount of original issue discount will constitute interest that is not includible in the gross income of the owner of such Discounted Bond for federal income tax purposes and such owner will not, subject to the caveats and provisions herein described, realize taxable capital gain upon payment of such Discounted Bond upon maturity.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Bond, on days that are determined by reference to the maturity date of such Discounted Bond. The amount treated as original issue discount on a Discounted Bond for a particular semiannual accrual period is generally equal to (a) the product of (i) the yield to maturity for such Discounted Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discounted Bond at the beginning of the particular accrual period if held by the original purchaser; and less (b) the

amount of any interest payable for such Discounted Bond during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If a Discounted Bond is sold or exchanged between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

For federal income tax purposes, the amount of original issue discount that is treated as having accrued with respect to such Discounted Bond is added to the cost basis of the owner in determining gain or loss upon disposition of a Discounted Bond (including its sale, exchange, redemption, or payment at maturity). Amounts received upon disposition of a Discounted Bond that are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain.

The accrual or receipt of original issue discount on the Discounted Bonds may result in certain collateral federal income tax consequences for the owners of such Discounted Bonds. The extent of these collateral tax consequences will depend upon the owner's particular tax status and other items of income or deduction.

The Code contains additional provisions relating to the accrual of original issue discount. Owners who purchase Discounted Bonds at a price other than the issue price or who purchase such Discounted Bonds in the secondary market should consult their own tax advisors with respect to the tax consequences of owning the Discounted Bonds. Under the applicable provisions governing the determination of state and local taxes, accrued interest on the Discounted Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year. Owners of Discounted Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discounted Bonds.

BOND PREMIUM

To the extent that the initial offering price of certain of the Notes is more than the principal amount payable at maturity, such Notes ("Premium Bonds") will be considered to have bond premium.

Any Premium Bond purchased in the initial offering at the issue price will have "amortizable bond premium" within the meaning of Section 171 of the Code. The amortizable bond premium of each Premium Bond is calculated on a daily basis from the issue date of such Premium Bond until its stated maturity date (or call date, if any) on the basis of a constant interest rate compounded at each accrual period (with straight line interpolation between the compounding dates). An owner of a Premium Bond that has amortizable bond premium is not allowed any deduction for the amortizable bond premium; rather the amortizable bond premium attributable to a taxable year is applied against (and operates to reduce) the amount of tax-exempt interest payments on the Premium Bonds. During each taxable year, such an owner must reduce his or her tax basis in such Premium Bond by the amount of the amortizable bond premium that is allocable to the portion of such taxable year during which the holder held such Premium Bond. The adjusted tax basis in a Premium Bond will be used to determine taxable gain or loss upon a disposition (including the sale, exchange, redemption, or payment at maturity) of such Premium Bond.

Owners of Premium Bonds who did not purchase such Premium Bonds in the initial offering at the issue price should consult their own tax advisors with respect to the tax consequences of owning such Premium Bonds. Owners of Premium Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Premium Bonds.

NON-QUALIFIED TAX-EXEMPT OBLIGATIONS

The Village will NOT designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Notes to the extent permitted under prior law.

MUNICIPAL ADVISOR

Ehlers has served as municipal advisor to the Village in connection with the issuance of the Notes. The Municipal Advisor cannot participate in the underwriting of the Notes. The financial information included in this Preliminary Official Statement has been compiled by the Municipal Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. Ehlers is not a firm of certified public accountants. Ehlers is registered with the Securities and Exchange Commission and the MSRB as a Municipal Advisor.

MUNICIPAL ADVISOR AFFILIATED COMPANIES

Bond Trust Services Corporation ("BTSC") and Ehlers Investment Partners, LLC ("EIP") are affiliate companies of Ehlers. BTSC is chartered by the State of Minnesota and authorized in Minnesota, Wisconsin, Colorado, and Illinois to transact the business of a limited purpose trust company. BTSC provides paying agent services to debt issuers. EIP is a Registered Investment Advisor with the Securities and Exchange Commission. EIP assists issuers with the investment of bond proceeds or investing other issuer funds. This includes escrow bidding agent services. Issuers, such as the Village, have retained or may retain BTSC and/or EIP to provide these services. If hired, BTSC and/or EIP would be retained by the Village under an agreement separate from Ehlers.

INDEPENDENT AUDITORS

The basic financial statements of the Village for the fiscal year ended December 31, 2017 have been audited by Baker Tilly Virchow Krause, LLP, Madison, Wisconsin, independent auditors (the "Auditor"). The report of the Auditor, together with the basic financial statements, component units financial statements, and notes to the financial statements are attached hereto as "APPENDIX A – FINANCIAL STATEMENTS". The Auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Final Official Statement.

RISK FACTORS

Following is a description of possible risks to holders of the Notes without weighting as to probability. This description of risks is not intended to be all-inclusive, and there may be other risks not now perceived or listed here.

Taxes: The Notes are general obligations of the Village, the ultimate payment of which rests in the Village's ability to levy and collect sufficient taxes to pay debt service. In the event of delayed billing, collection or distribution of property taxes, sufficient funds may not be available to the Village in time to pay debt service when due.

State Actions: Many elements of local government finance, including the issuance of debt and the levy of property taxes, are controlled by state government. Future actions of the state may affect the overall financial condition of the Village, the taxable value of property within the Village, and the ability of the Village to levy and collect property taxes.

Future Changes in Law: Various State and federal laws, regulations and constitutional provisions apply to the Village and to the Notes. The Village can give no assurance that there will not be a change in or interpretation of any such applicable laws, regulations and provisions which would have a material effect on the Village or the taxing authority of the Village.

Ratings; Interest Rates: In the future, the Village's credit rating may be reduced or withdrawn, or interest rates for this type of obligation may rise generally, either possibility resulting in a reduction in the value of the Notes for resale prior to maturity.

Tax Exemption: If the federal government taxes all or a portion of the interest on municipal bonds or notes or if the State government increases its tax on interest on bonds and notes, directly or indirectly, or if there is a change in federal or state tax policy, then the value of these Notes may fall for purposes of resale. Noncompliance by the Village with the covenants in the Award Resolution relating to certain continuing requirements of the Code may result in inclusion of interest to be paid on the Notes in gross income of the recipient for United States income tax purposes, retroactive to the date of issuance.

Continuing Disclosure: A failure by the Village to comply with the Disclosure Undertaking for continuing disclosure (see "CONTINUING DISCLOSURE") will not constitute an event of default on the Notes. Any such failure must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Notes in the secondary market. Such a failure may adversely affect the transferability and liquidity of the Notes and their market price.

Book-Entry-Only System: The timely credit of payments for principal and interest on the Notes to the accounts of the Beneficial Owners of the Notes may be delayed due to the customary practices, standing instructions or for other unknown reasons by DTC participants or indirect participants. Since the notice of redemption or other notices to holders of these obligations will be delivered by the Village to DTC only, there may be a delay or failure by DTC, DTC participants or indirect participants to notify the Beneficial Owners of the Notes.

Depository Risk: Wisconsin Statutes direct the local treasurer to immediately deposit upon receipt thereof, the funds of the municipality in a public depository designated by the governing body. A public depository means a federal or state credit union, federal or state savings and loan association, state bank, savings and trust company, mutual savings bank or national bank in Wisconsin or the local government pooled investment fund operated by the State Investment Board. It is not uncommon for a municipality to have deposits exceeding limits of federal and state insurance programs. Failure of a depository could result in loss of public funds or a delay in obtaining them. Such a loss or delay could interrupt a timely payment of municipal debt.

Economy: A combination of economic, climatic, political or civil disruptions or terrorist actions outside of the control of the Village, including loss of major taxpayers or major employers, could affect the local economy and result in reduced tax collections and/or increased demands upon local government. Real or perceived threats to the financial stability of the Village may have an adverse effect on the value of the Notes in the secondary market.

Secondary Market for the Notes: No assurance can be given that a secondary market will develop for the purchase and sale of the Notes or, if a secondary market exists, that such Notes can be sold for any particular price. The underwriters are not obligated to engage in secondary market trading or to repurchase any of the Notes at the request of the owners thereof. Prices of the Notes as traded in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and other prevailing circumstances. No guarantee exists as to the future market value of the Notes. Such market value could be substantially different from the original purchase price.

Bankruptcy: The rights and remedies of the holders may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws, or equitable principles that may affect the enforcement of creditors' rights, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against local governments. The opinion of Bond Counsel to be delivered with respect to the Notes will be similarly qualified. See "MUNICIPAL BANKRUPTCY" herein.

Cybersecurity: The Village is dependent on electronic information technology systems to deliver services. These systems may contain sensitive information or support critical operational functions which may have value for unauthorized purposes. As a result, the electronic systems and networks may be targets of cyberattack. There can be no assurance that the Village will not experience an information technology breach or attack with financial consequences that could have a material adverse impact.

VALUATIONS

WISCONSIN PROPERTY VALUATIONS; PROPERTY TAXES

Equalized Value

Section 70.57, Wisconsin Statutes, requires the Department of Revenue to annually determine the equalized value (also referred to as full equalized value or aggregate full value) of all taxable property in each county and taxation district. The equalized value is an independent estimate of value used to equate individual local assessment policies so that property taxes are uniform throughout the various subdivisions in the State. Equalized value is calculated based on the history of comparable sales and information about value changes or taxing status provided by the local assessor. A comparison of the State-determined equalized value and the local assessed value, expressed as a percentage, is known as the assessment ratio or level of assessment. The Department of Revenue notifies each county and taxing jurisdiction of its equalized value on August 15; school districts are notified on October 1. The equalized value of each county is the sum of the valuations of all cities, villages, and towns within its boundaries. Taxing jurisdictions lying in more than one municipality, such as counties, school districts, or special taxing districts, use the equalized value of the underlying units in calculating and levying their respective levies. Equalized values are also used to apportion state aids and calculate municipal general obligation debt limits.

Assessed Value

The "assessed value" of taxable property in a municipality is determined by the local assessor, except for manufacturing properties which are valued by the State. Each city, village or town retains its own local assessor, who must be certified by the State Department of Revenue. Assessed value is used by these municipalities to determine tax levy mill rates and to apportion levies among individual property owners. Each taxing district must assess property at full value at least once in every five-year period. The State requires that the assessed values must be within 10% of State equalized values at least once every four years. The local assessor values property as of January 1 each year and submits those values to each municipality by the second Monday in June. The assessor also reports any value changes taking place since the previous year, to the Department of Revenue, by the second Monday in June.

CURRENT PROPERTY VALUATIONS

2018 Equalized Value	\$2,698,776,600
2018 Equalized Value Reduced by Tax Increment Valuation	\$2,586,720,000
2018 Assessed Value	\$2,512,316,300

2018 EQUALIZED VALUE BY CLASSIFICATION

	2018 Equalized Value	Percent of Total Equalized Value
Residential	\$ 1,872,931,800	69.399%
Commercial	531,209,000	19.683%
Manufacturing	231,645,300	8.583%
Agricultural	1,392,900	0.052%
Undeveloped	5,198,100	0.193%
Ag Forest	3,318,800	0.123%
Forest	3,944,500	0.146%
Other	8,446,400	0.313%
Personal Property	40,689,800	1.508%
Total	<u>\$ 2,698,776,600</u>	<u>100.000%</u>

TREND OF VALUATIONS

Year	Assessed Value	Equalized Value¹	Percent Increase/Decrease in Equalized Value
2014	\$2,314,113,000	\$2,283,352,100	3.69%
2015	2,391,216,400	2,405,913,400	5.37%
2016	2,490,498,700	2,501,879,800	3.99%
2017	2,517,847,900	2,577,479,900	3.02%
2018	2,512,316,300	2,698,776,600	4.71%

Source: Wisconsin Department of Revenue, Bureau of Equalization and Local Government Services Bureau.

¹ Includes tax increment valuation.

LARGER TAXPAYERS

Taxpayer	Type of Business/Property	2018 Equalized Value¹	Percent of Village's Total Equalized Value
Sentinel Germantown	Commercial/Medical	\$ 21,179,865	0.78%
Airgas Safety	Commercial	17,829,967	0.66%
Meridian Germantown LLC	Retail	15,955,114	0.59%
Cambridge Major/Alcami	Manufacturing	14,341,028	0.53%
PHW Germantown	Manufacturing	11,727,049	0.43%
Covenant Communities	Senior Living Facilities	11,516,298	0.43%
Stonehedge Properties	Apartments	10,155,712	0.38%
WAGO Corporation	Electrical Equipment Supplier	8,905,525	0.33%
Freistadt Alltemp	Cold Storage Facility	8,825,478	0.33%
Heather Lake, LLC	Real Estate	8,656,621	0.32%
Total		\$ 129,092,657	4.78%

Village's Total 2018 Equalized Value² \$2,698,776,600

Source: The Village.

¹ Calculated by dividing the 2018 Assessed Values by the 2018 Aggregate Ratio of assessment for the Village.

² Includes tax increment valuation.

DEBT

DIRECT DEBT¹

General Obligation Debt (see schedules following)

Total General Obligation Debt (includes the Notes)*	<u>\$ 33,535,000</u>
---	----------------------

Revenue Debt (see schedules following)

Total revenue debt secured by electric revenues	<u>\$ 976,329</u>
---	-------------------

*Preliminary, subject to change.

¹ Outstanding debt is as of the dated date of the Notes.

Village of Germantown, Wisconsin
Schedule of Bonded Indebtedness
General Obligation Debt Secured by Taxes
(As of 05/02/2019)

Dated	03/17/2010	05/18/2011	03/27/2012	05/08/2013	05/14/2014	10/01/2014	03/24/2015	05/11/2016
Amount	\$3,905,000	\$2,200,000	\$6,260,000	\$1,905,000	\$3,730,000	\$5,405,000	\$2,655,000	\$4,335,000
Maturity	03/01	03/01	03/01	03/01	03/01	03/01	03/01	03/01
Fiscal Year								
Ending	Principal	Principal	Principal	Principal	Principal	Principal	Principal	Principal
2019	0	0	0	0	0	0	0	0
2020	455,000	250,000	675,000	190,000	455,000	150,000	265,000	505,000
2021	475,000	250,000	700,000	190,000	275,000	150,000	265,000	505,000
2022			275,000	190,000	275,000	280,000	265,000	265,000
2023				4,460	16,250	171,513	18,650	23,850
2024				1,560	300,000	380,000	13,350	18,550
2025					300,000	380,000	265,000	265,000
2026						135,513	270,000	7,950
2027						380,000	2,700	2,650
2028						405,000		
2029						415,000		
2030						425,000		
2031						435,000		
2032						440,000		
2033						440,000		
2034						440,000		
2035						440,000		
2036						440,000		
2037						440,000		
2038						455,000		
	930,000	500,000	1,650,000	765,000	1,605,000	5,405,000	1,595,000	2,335,000
				26,920	108,150	1,665,638	111,900	162,800
		22,500	46,625					

Village of Germantown, Wisconsin
Schedule of Bonded Indebtedness
General Obligation Debt Secured by Taxes
(As of 05/02/2019)

Dated Amount	Maturity	03/29/2017 \$2,805,000		03/01		02/05/2019 \$6,725,000		02/05/2019 \$1,710,000		05/02/2019 \$3,075,000*		Fiscal Year Ending
		Principal	Interest	Principal	Interest	Principal	Interest	Principal*	Interest*	Estimated Interest*		
2019		0	25,130	0	37,875	0	116,356	0	26,406	0	0	2019
2020		280,000	47,460	0	75,750	0	238,000	0	54,013	50,000	86,954	2020
2021		280,000	41,860	120,000	73,950	100,000	235,500	65,000	53,038	310,000	61,913	2021
2022		280,000	36,260	120,000	70,350	100,000	230,500	80,000	50,863	315,000	56,100	2022
2023		280,000	30,310	120,000	66,750	100,000	225,500	165,000	47,188	320,000	50,083	2023
2024		280,000	24,910	120,000	63,150	100,000	220,500	180,000	42,013	330,000	50,083	2024
2025		280,000	17,500	130,000	59,400	125,000	214,875	200,000	36,263	335,000	36,927	2025
2026		280,000	10,640	145,000	55,275	125,000	208,625	225,000	29,669	340,000	36,927	2026
2027		280,000	3,570	150,000	50,850	150,000	201,750	250,000	22,125	350,000	21,972	2027
2028				150,000	46,350	175,000	193,625	265,000	13,753	360,000	13,609	2028
2029				225,000	40,725	250,000	184,250	280,000	4,690	365,000	4,636	2029
2030				550,000	32,850	550,000	168,250			1,285,000	315,838	2030
2031				300,000	23,700	600,000	148,250			1,340,000	225,825	2031
2032				300,000	14,325	600,000	130,250			1,340,000	183,600	2032
2033				300,000	4,800	600,000	112,250			1,340,000	140,675	2033
2034						600,000	93,875			1,055,000	101,838	2034
2035						600,000	74,344			625,000	699,344	2035
2036						625,000	54,031			625,000	54,031	2036
2037						650,000	32,906			650,000	32,906	2037
2038						650,000	10,969			650,000	10,969	2038
		2,240,000	236,740		716,100	6,725,000	3,094,606	1,710,000	380,017	3,075,000	405,624	
				2,480,000								

* Preliminary, subject to change.

**Village of Germantown, Wisconsin
Schedule of Bonded Indebtedness
Revenue Debt Secured by Water Revenues
(As of 05/02/2019)**

		Water Revenue Bonds Series 2005A		Water Revenue 2009 SDWFL						
Fiscal Year Ending	Dated Amount	Maturity	06/15/2005 \$1,130,000		11/12/2009 \$971,470*					
			Principal	Interest	Principal	Interest	Total Principal	Total Interest	Total P & I	Principal Outstanding
2019			65,000	22,308	0	6,087	65,000	28,395	93,395	911,329
2020			70,000	19,578	40,418	11,636	110,418	31,213	141,632	800,910
2021			70,000	16,603	41,497	10,543	111,497	27,145	138,642	689,414
2022			75,000	13,628	42,604	9,421	117,604	23,049	140,652	571,810
2023			75,000	10,440	43,741	8,269	118,741	18,709	137,450	453,069
2024			80,000	7,178	44,908	7,087	124,908	14,264	139,172	328,162
2025			85,000	3,698	46,106	5,873	131,106	9,570	140,676	197,056
2026					47,336	4,626	47,336	4,626	51,962	149,720
2027					48,599	3,346	48,599	3,346	51,945	101,122
2028					49,895	2,032	49,895	2,032	51,928	51,226
2029					51,226	683	51,226	683	51,910	0
			520,000	93,430	456,329	69,603	976,329	163,033	1,139,362	

* Maximum grant amount.

DEBT LIMIT

The constitutional and statutory general obligation debt limit for Wisconsin municipalities, including towns, cities, villages, and counties (Article XI, Section 3 of the Wisconsin Constitution and Section 67.03, Wisconsin Statutes) is 5% of the current equalized value.

Equalized Value	\$ 2,698,776,600
Multiply by 5%	<u>0.05</u>
Statutory Debt Limit	\$ 134,938,830
Less: General Obligation Debt (includes the Notes)*	<u>(33,535,000)</u>
Unused Debt Limit*	<u><u>\$ 101,403,830</u></u>

*Preliminary, subject to change.

OVERLAPPING DEBT¹

Taxing District	2018 Equalized Value	% In Village	Total G.O. Debt ²	Village's Proportionate Share
Washington County	\$ 15,304,223,600	17.63%	\$ 14,145,000	\$ 2,493,764
Germantown School District	3,622,498,802	74.50%	96,521,817	71,908,754
Milwaukee Area Technical College District	79,921,554,819	3.38%	75,900,000	<u>2,565,420</u>
Village's Share of Total Overlapping Debt				<u><u>\$ 76,967,938</u></u>

¹ Overlapping debt is as of the dated date of the Notes. Only those taxing jurisdictions with general obligation debt outstanding are included in this section.

² Outstanding debt based on information obtained on EMMA and the Municipal Advisor's records.

DEBT RATIOS

	G.O. Debt	Debt/Equalized Value \$2,698,776,600	Debt/ Per Capita 20,183¹
Total General Obligation Debt (includes the Notes)*	\$ 33,535,000	1.24%	\$ 1,661.55
Village's Share of Total Overlapping Debt	<u>76,967,938</u>	<u>2.85%</u>	<u>3,813.50</u>
Total*	\$ 110,502,938	4.09%	\$ 5,475.05

*Preliminary, subject to change.

DEBT PAYMENT HISTORY

The Village has no record of default in the payment of principal and interest on its debt.

FUTURE FINANCING

Within the next 12 months the Village intends to borrow for approximately \$14M related to Water Utility and TID Projects along with their 2020 Annual Capital Borrowing.

¹ Estimated 2018 population.

TAX LEVIES AND COLLECTIONS

TAX LEVIES AND COLLECTIONS

Tax Year	Levy for Village Purposes Only	% Collected	Levy/Equalized Value Reduced by Tax Increment Valuation in Dollars per \$1,000
2014/15	\$11,167,017	100%	\$5.04
2015/16	11,773,385	100%	5.07
2016/17	11,878,881	100%	4.94
2017/18	12,203,489	100%	4.92
2018/19	12,398,993	in process	4.79

Property tax statements are distributed to taxpayers by the town, village, and city treasurers in December of the levy year. Current state law requires counties to pay 100% of the real property taxes levied to cities, villages, towns, school districts and other taxing entities on or about August 20 of the collection year.

Personal property taxes, special assessments, special charges and special taxes must be paid to the town, city or village treasurer in full by January 31, unless the municipality, by ordinance, permits special assessments to be paid in installments. Real property taxes must be paid in full by January 31 or in two equal installments by January 31 and July 31. Alternatively, municipalities may adopt a payment plan which permits real property taxes to be paid in three or more equal installments, provided that the first installment is paid by January 31, one-half of the taxes are paid by April 30 and the remainder is paid by July 31. Amounts paid on or before January 31 are paid to the town, city or village treasurer. Amounts paid after January 31, are paid to the county treasurer unless the municipality has authorized payment in three or more installments in which case payment is made to the town, city or village treasurer. On or before January 15 and February 20 the town, city or village treasurer settles with other taxing jurisdictions for all collections through December and January, respectively. In municipalities which have authorized the payment of real property taxes in three or more installments, the town, city or village treasurer settles with the other taxing jurisdictions on January 15, February 20 and on the fifteenth day of each month following the month in which an installment payment is required. On or before August 20, the county treasurer must settle in full with the underlying taxing districts for all real property taxes and special taxes. Any county board may authorize its county treasurer to also settle in full with the underlying taxing districts for all special assessments and special charges. The county may then recover any tax delinquencies by enforcing the lien on the property and retain any penalties or interest on the delinquencies for which it has settled. Uncollected personal property taxes owed by an entity that has ceased operations or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll are collected from each taxing entity in the year following the levy year.

PROPERTY TAX RATES

Full value rates for property taxes expressed in dollars per \$1,000 of equalized value (excluding tax increment valuation) that have been collected in recent years have been as follows:

Year Levied/ Year Collected	Schools¹	County	Local	Other²	Total
2014/15	\$10.77	\$2.69	\$5.04	\$0.17	\$18.67
2015/16	10.40	2.60	5.07	0.18	18.25
2016/17	10.01	2.58	4.94	0.18	17.71
2017/18	10.17	2.49	4.92	0.00	17.58
2018/19	10.54	2.39	4.79	0.00	17.72

Source: Property Tax Rates were extracted from Statement of Taxes prepared by the Wisconsin Department of Revenue, Division of State and Local Finance.

LEVY LIMITS

Section 66.0602 of the Wisconsin Statutes, imposes a limit on property tax levies by cities, villages, towns and counties. No city, village, town or county is permitted to increase its tax levy by a percentage that exceeds its valuation factor (which is defined as a percentage equal to the greater of either the percentage change in the political subdivision's January 1 equalized value due to new construction less improvements removed between the previous year and the current or zero percent). The base amount in any year to which the levy limit applies is the actual levy for the immediately preceding year. In 2018, and in each year thereafter, the base amount is the actual levy for the immediately preceding year plus the amount of the payment from the State under Section 79.096 of the Wisconsin Statutes (an amount equal to the property taxes formerly levied on certain items of personal property), and the levy limit is the base amount multiplied by the valuation factor, minus the amount of the payment from the State under Section 79.096 of the Wisconsin Statutes. This levy limitation is an overall limit, applying to levies for operations as well as for other purposes.

A political subdivision that did not levy its full allowable levy in the prior year can carry forward the difference between the allowable levy and the actual levy, up to a maximum of 1.5% of the prior year's actual levy. The use of the carry forward levy adjustment needs to be approved by a majority vote of the political subdivision's governing body (except in the case of towns) if the amount of carry forward levy adjustment is less than or equal to 0.5% and by a super majority vote of the political subdivision's governing body (three-quarters vote if the governing body is comprised of five or more members, two-thirds vote if the governing body is comprised of fewer than five members) (except in the case of towns) if the amount of the carry forward levy adjustment is greater than 0.5% up to the maximum increase of 1.5%. For towns, the use of the carry forward levy adjustment needs to be approved by a majority vote of the annual town meeting or special town meeting after the town board has adopted a resolution in favor of the adjustment by a majority vote if the amount of carry forward levy adjustment is less than or equal to 0.5%

¹ The Schools tax rate reflects the composite rate of all local school districts and technical college district.

² Includes the state reforestation tax which is apportioned to each county on the basis of its full value. Counties, in turn, apportion the tax to the tax districts within their borders on the basis of full value. It also includes taxes levied for special purpose districts such as metropolitan sewerage districts, sanitary districts, and public inland lake protection districts. Tax increment values are not included. State property taxes were eliminated in the State's 2017 - 2019 budget act.

or by two-thirds vote or more if the amount of carry forward levy adjustment is greater than 0.5% up to the maximum of 1.5%.

Beginning with levies imposed in 2015, if a political subdivision does not make an adjustment in its levy as described in the above paragraph in the current year, the political subdivision may increase its levy by the aggregate amount of the differences between the political subdivision's valuation factor in the previous year and the actual percent increase in a political subdivision's levy attributable to the political subdivision's valuation factor in the previous year, for the five years before the current year, less any amount of such aggregate amount already claimed as an adjustment in any of the previous five years. The calculation of the aggregate amount available for such adjustment may not include any year before 2014, and the maximum adjustment allowed may not exceed 5%. The use of the adjustment described in this paragraph requires approval by a two-thirds vote of the political subdivision's governing body, and the adjustment may only be used if the political subdivision's level of outstanding general obligation debt in the current year is less than or equal to the political subdivision's level of outstanding general obligation debt in the previous year.

Special provisions are made with respect to property taxes levied to pay general obligation debt service. Those are described below. In addition, the statute provides for certain other exclusions from and adjustments to the tax levy limit. Among the items excluded from the limit are amounts levied for any revenue shortfall for debt service on a revenue bond issued under Section 66.0621. Among the adjustments permitted is an adjustment applicable when a tax increment district terminates, which allows an amount equal to the prior year's allowable levy multiplied by 50% of the political subdivision's percentage growth due to the district's termination.

With respect to general obligation debt service, the following provisions are made:

(a) If a political subdivision's levy for the payment of general obligation debt service, including debt service on debt issued or reissued to fund or refund outstanding obligations of the political subdivision and interest on outstanding obligations of the political subdivision, on debt originally issued before July 1, 2005, is less in the current year than in the previous year, the political subdivision is required to reduce its levy limit in the current year by the amount of the difference between the previous year's levy and the current year's levy.

(b) For obligations authorized before July 1, 2005, if the amount of debt service in the preceding year is less than the amount of debt service needed in the current year, the levy limit is increased by the difference between the two amounts. This adjustment is based on scheduled debt service rather than the amount actually levied for debt service (after taking into account offsetting revenues such as sales tax revenues, special assessments, utility revenues, tax increment revenues or surplus funds). Therefore, the levy limit could negatively impact political subdivisions that experience a reduction in offsetting revenues.

(c) The levy limits do not apply to property taxes levied to pay debt service on general obligation debt authorized on or after July 1, 2005.

The s were authorized after July 1, 2005 and therefore the levy limits do not apply to taxes levied to pay debt service on the Obligations.

THE ISSUER

VILLAGE GOVERNMENT

The Village was incorporated in 1927 and is governed by a nine-member Board of Trustees, of which the Village President is a voting member. All are elected to three year terms. The appointed Village Administrator is responsible for administrative details and financial records.

EMPLOYEES; PENSIONS

The Village employs a staff of 119 full-time, 24 part-time, and 283 seasonal employees. All eligible employees in the Village are covered under the Wisconsin Retirement System ("WRS") established under Chapter 40 of the Wisconsin Statutes ("Chapter 40"). The WRS is a cost-sharing multiple-employer defined benefit pension plan. The Department of Employee Trust Funds ("ETF") administers the WRS. Required contributions to the WRS are determined by the ETF Board pursuant to an annual actuarial valuation in accordance with Chapter 40 and the ETF's funding policies. The ETF Board has stated that its funding policy is to (i) ensure funds are adequate to pay benefits; (ii) maintain stable and predictable contribution rates for employers and employees; and (iii) maintain inter-generational equity to ensure the cost of the benefits is paid for by the generation that receives the benefits.

Village employees are required generally to contribute half of the actuarially determined contributions, and the Village generally may not pay the employees' required contribution. During the fiscal year ended December 31, 2015 ("Fiscal Year 2015"), the fiscal year ended December 31, 2016 ("Fiscal Year 2016") and the fiscal year ended December 31, 2017 ("Fiscal Year 2017"), the Village's portion of contributions to WRS (not including any employee contributions) totaled \$589,100, \$551,554 and \$545,678 respectively.

The Village implemented Governmental Accounting Standards Board Statement No. 68 ("GASB 68") for Fiscal Year 2016.

GASB 68 requires calculation of a net pension liability for the pension plan. The net pension liability is calculated as the difference between the pension plan's total pension liability and the pension plan's fiduciary net position. The pension plan's total pension liability is the present value of the amounts needed to pay pension benefits earned by each participant in the pension plan based on the service provided as of the date of the actuarial valuation. In other words, it is a measure of the present value of benefits owed as of a particular date based on what has been earned only up to that date, without taking into account any benefits earned after that date. The pension plan's fiduciary net position is the market value of plan assets formally set aside in a trust and restricted to paying pension plan benefits. If the pension plan's total pension liability exceeds the pension plan's fiduciary net position, then a net pension liability results. If the pension plan's fiduciary net position exceeds the pension plan's total pension liability, then a net pension asset results.

As of December 31, 2016, the total pension liability of the WRS was calculated as \$93.4 billion and the fiduciary net position of the WRS was calculated as \$92.6 billion, resulting in a net pension liability of \$0.8 billion.

Under GASB 68, each participating employer in a cost-sharing pension plan must report the employer's proportionate share of the net pension liability or net pension asset of the pension plan. At December 31, 2017, the village reported a liability (asset) of \$479,306 for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2016, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2015 rolled forward to December 31, 2016. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The village's proportion of the net pension liability (asset) was based on the village's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2016, the village's

proportion was 0.05815135%, which was a decrease of 0.00144704% from its proportion measured as of December 31, 2015.

The calculation of the total pension liability and fiduciary net position are subject to a number of actuarial assumptions, which may change in future actuarial valuations. Such changes may have a significant impact on the calculation of net pension liability of the WRS, which may also cause the ETF Board to change the contribution requirements for employers and employees. For more detailed information regarding the WRS and such actuarial assumptions, see "APPENDIX A - FINANCIAL STATEMENTS" attached hereto.

Recognized and Certified Bargaining Units

All eligible Village personnel are covered by the Municipal Employment Relations Act ("MERA") of the Wisconsin Statutes. Pursuant to that law, employees have rights to organize and collectively bargain with municipal employers. MERA was amended by 2011 Wisconsin Act 10 (the "Act") and by 2011 Wisconsin Act 32, which altered the collective bargaining rights of public employees in Wisconsin.

As a result of the 2011 amendments to MERA, the Village is prohibited from bargaining collectively with municipal employees, other than public safety and transit employees, with respect to any factor or condition of employment except total base wages. Even then, the Village is limited to increasing total base wages beyond any increase in the consumer price index since 180 days before the expiration of the previous collective bargaining agreement (unless Village were to seek approval for a higher increase through a referendum). Ultimately, the Village can unilaterally implement the wages for a collective bargaining unit.

Under the changes to MERA, impasse resolution procedures were removed from the law for municipal employees of the type employed by the Village, including binding interest arbitration. Strikes by any municipal employee or labor organization are expressly prohibited. As a practical matter, it is anticipated that strikes will be rare. Furthermore, if strikes do occur, they may be enjoined by the courts. Additionally, because the only legal subject of bargaining is the base wage rates, all bargaining over items such as just cause, benefits, and terms of conditions of employment are prohibited and cannot be included in a collective bargaining agreement. Impasse resolution for public safety employees and transit employees is subject to final and binding arbitration procedures, which do not include a right to strike. Interest arbitration is available for transit employees if certain conditions are met.

The following bargaining units represent employees of the Village:

Bargaining Unit	Expiration Date of Current Contract	Status of Expired Contracts
Germantown Municipal Employees Union Local 730, Affiliate of Labor Assoc of Wisconsin	December 31, 2019	-
Labor Association of Wisconsin Local 306 Professional Policeman's Union	December 31, 2021	-
International Association of Firefighters of Local 4854 - Full and Part Time	December 31, 2017	Ratified - through December 31, 2020
International Association of Firefighters of Local 4854 - Paid on Call (POC)	December 31, 2017	Ratified - through December 31, 2020

OTHER POST EMPLOYMENT BENEFITS

The Village does not provide any other post employment benefits.

LITIGATION

There is no litigation threatened or pending questioning the organization or boundaries of the Village or the right of any of its officers to their respective offices or in any manner questioning their rights and power to execute and deliver the s or otherwise questioning the validity of the Notes.

MUNICIPAL BANKRUPTCY

Municipalities are prohibited from filing for bankruptcy under Chapter 11 (reorganization) or Chapter 7 (liquidation) of the U.S. Bankruptcy Code (11 U.S.C. §§ 101-1532) (the "Bankruptcy Code"). Instead, the Bankruptcy Code permits municipalities to file a petition under Chapter 9 of the Bankruptcy Code, but only if certain requirements are met. These requirements include that the municipality must be "specifically authorized" under State law to file for relief under Chapter 9. For these purposes, "State law" may include, without limitation, statutes of general applicability enacted by the State legislature, special legislation applicable to a particular municipality, and/or executive orders issued by an appropriate officer of the State's executive branch.

As of the date hereof, Wisconsin law contains no express authority for municipalities to file for bankruptcy relief under Chapter 9 of the Bankruptcy Code.

Nevertheless, there can be no assurance (a) that State law will not change in the future, while the s are outstanding, in a way that would allow the Village to file for bankruptcy relief under Chapter 9 of the Bankruptcy Code; or (b) even absent such a change in State law, that an executive order or other executive action could not effectively authorize the Village to file for relief under Chapter 9. If, in the future, the Village were to file a bankruptcy case under Chapter 9, the relevant bankruptcy court would need to consider whether the Village could properly do so, which would involve questions regarding State law authority as well as other questions such as whether the Village is a municipality for bankruptcy purposes. If the relevant bankruptcy court concluded that the Village could properly file a bankruptcy case, and that determination was not reversed, vacated, or otherwise substantially altered on appeal, then the rights of holders of the Obligations could be modified in bankruptcy proceedings. Such modifications could be adverse to holders of the Obligations, and there could ultimately be no assurance that holders of the Obligations would be paid in full or in part on the Obligations. Further, under such circumstances, there could be no assurance that the Obligations would not be treated as general, unsecured debt by a bankruptcy court, meaning that claims of holders of the Obligations could be viewed as having no priority (a) over claims of other creditors of the Village; (b) to any particular assets of the Village, or (c) to revenues otherwise designated for payment to holders of the Obligations.

Moreover, if the Village were determined not to be a "municipality" for the purposes of the Bankruptcy Code, no representations can be made regarding whether it would still be eligible for voluntary or involuntary relief under Chapters of the Bankruptcy Code other than Chapter 9 or under similar federal or state law or equitable proceeding regarding insolvency or providing for protection from creditors. In any such case, there can be no assurance that the consequences described above for the holders of the Obligations would not occur.

FUNDS ON HAND (as of February 28, 2019)

Fund	Total Cash and Investments
LGIP	\$ 24,502,679
TD Ameritrade/Ehlers CD	13,862,520
Associated TID #4	23,434
US Bank General Checking	3,398,717
US Bank Tax Account	10,471
US Bank 125	4,223
US Bank Payroll	14,074
BMO Harris CD - Sewer Replacement	329,248
First Bank Germantown Community Library	117,099
Associated Bank Verizon CD	33,017
US Bank Health & Dental	440,260
US Bank Traffic Signal Mnt	5,052
First Bank Canine	2,322
Westbury Bank Dare Fund - Police Dept	7,795
Total Funds on Hand	<u>\$ 42,750,912</u>

ENTERPRISE FUNDS

Revenues available for debt service on the Village's enterprise funds have been as follows as of December 31 each year:

	2015	2016	2017
Water			
Total Operating Revenues	\$ 2,566,786	\$ 2,390,825	\$ 2,298,602
Less: Operating Expenses	<u>(1,915,168)</u>	<u>(1,954,519)</u>	<u>(1,999,952)</u>
Operating Income	\$ 651,618	\$ 436,306	\$ 298,650
Plus: Depreciation	776,322	791,936	822,144
Capital Contributions	128,229	1,253,887	735,416
Interest Income	<u>19,358</u>	<u>23,441</u>	<u>23,632</u>
Revenues Available for Debt Service	<u><u>\$ 1,575,527</u></u>	<u><u>\$ 2,505,570</u></u>	<u><u>\$ 1,879,842</u></u>
Sewer			
Total Operating Revenues	\$ 6,792,823	\$ 6,872,430	\$ 6,748,881
Less: Operating Expenses	<u>(6,051,151)</u>	<u>(6,337,302)</u>	<u>(6,360,282)</u>
Operating Income	\$ 741,672	\$ 535,128	\$ 388,599
Plus: Depreciation	717,357	628,621	649,244
Capital Contributions	221,101	1,034,279	1,886,653
Interest Income	<u>25,868</u>	<u>30,129</u>	<u>48,902</u>
Revenues Available for Debt Service	<u><u>\$ 1,705,998</u></u>	<u><u>\$ 2,228,157</u></u>	<u><u>\$ 2,973,398</u></u>

SUMMARY GENERAL FUND INFORMATION

Following are summaries of the revenues and expenditures and fund balances for the Village's General Fund. These summaries are not purported to be the complete audited financial statements of the Village, and potential purchasers should read the included financial statements in their entirety for more complete information concerning the Village. Copies of the complete audited financial statements are available upon request. See Appendix A for the Village's 2017 audited financial statements.

COMBINED STATEMENT	FISCAL YEAR ENDING DECEMBER 31				
	2015 Audited	2016 Audited	2017 Audited	2018 Projected ¹	2019 Adopted Budget ²
Revenues					
Taxes and special assessments	\$ 9,357,760	\$ 9,691,045	\$ 9,854,351	\$ 10,553,999	\$ 10,536,473
Intergovernmental	2,331,482	2,273,091	2,303,300	1,754,191	2,516,960
Regulation and compliance	1,095,844	838,034	1,106,195	1,312,916	1,035,725
Public charges for services	1,627,338	1,734,210	1,793,432	1,991,429	1,952,999
Investment income	33,618	43,087	63,636	146,492	106,250
Miscellaneous general revenues	136,101	90,781	126,045	127,439	169,658
Total Revenues	<u>\$ 14,582,143</u>	<u>\$ 14,670,248</u>	<u>\$ 15,246,959</u>	<u>\$ 15,886,466</u>	<u>\$ 16,318,065</u>
Expenditures					
Current:					
General government	\$ 1,388,142	\$ 1,508,556	\$ 1,569,231	\$ 1,544,740	\$ 1,670,769
Public safety	6,634,469	6,643,000	6,556,041	6,216,989	6,969,040
Public works	3,484,546	3,446,015	3,495,816	3,283,111	4,257,362
Culture and recreation	2,487,041	2,601,281	2,615,688	2,697,804	2,793,762
Conservation and development	208,051	221,463	208,277	195,916	290,432
Capital outlay	249,096	278,478	501,937	249,236	336,700
Total Expenditures	<u>\$ 14,451,345</u>	<u>\$ 14,698,793</u>	<u>\$ 14,946,990</u>	<u>\$ 14,187,796</u>	<u>\$ 16,318,065</u>
Excess of revenues over (under) expenditures	\$ 130,798	\$ (28,545)	\$ 299,969	\$ 1,698,670	\$ 0
Other Financing Sources (Uses)					
Operating transfers in	528,153	513,500	551,794	0	0
Operating transfers out	<u>0</u>	<u>(96,000)</u>	<u>(16,243)</u>	<u>(66,666)</u>	<u>0</u>
Total Other Financing Sources (Uses)	\$ 528,153	\$ 417,500	\$ 535,551	\$ (66,666)	\$ 0
Excess of revenues and other financing sources over (under) expenditures and other financing uses	\$ 658,951	\$ 388,955	\$ 835,520	\$ 1,632,004	\$ 0
General Fund Balance January 1	4,269,492	4,928,443	5,317,398	6,152,918	7,784,922
General Fund Balance December 31	<u>\$ 4,928,443</u>	<u>\$ 5,317,398</u>	<u>\$ 6,152,918</u>	<u>\$ 7,784,922</u>	<u>\$ 7,784,922</u>
DETAILS OF DECEMBER 31 FUND BALANCE					
Nonspendable	2,248	16,035	15,094		
Restricted	0	0	0		
Committed	0	0	0		
Assigned	999,814	846,382	962,175		
Unassigned	3,926,381	4,454,981	5,175,649		
Total	<u>\$ 4,928,443</u>	<u>\$ 5,317,398</u>	<u>\$ 6,152,918</u>		

¹ 2018 Projected numbers are as of December 31, 2018.

² The 2019 budget was adopted on November 19, 2018.

GENERAL INFORMATION

LOCATION

The Village, with a 2010 U.S. Census population of 19,749, and a current estimated population of 20,183, comprises an area of 34 square miles and is located in the southeast corner of Washington County approximately 25 miles northwest of the City of Milwaukee.

LARGER EMPLOYERS¹

Larger employers in the Village include the following:

Firm	Type of Business/Product	Estimated No. of Employees
MGS Manufacturing Group	Plastics - mold - manufacturers	600 ²
School District of Germantown	Elementary and secondary education	546
J.W. Speaker Corp.	Lighting equipment	500
Ellsworth Adhesives	Distributor of adhesives and dispensing systems	450 ³
The Village	Municipal government and services	423
Gehl Foods	Commercial	400
GKN Sinter Metals	Sintered metal/Die sets and tooling	333
Moldmakers, Inc.	Special die and tool manufacturing	300
David J. Frank Landscape Contracting	Landscape contracting	300
WAGO Corporation	Electrical apparatus & equipment business	250

Source: *ReferenceUSA, written and telephone survey (March 2019), Wisconsin Manufacturers Register, and the Wisconsin Department of Workforce Development.*

¹ This does not purport to be a comprehensive list and is based on available data obtained through a survey of individual employers, as well as the sources identified above. Some employers do not respond to inquiries for employment data.

² Tecstar is part of MGS.

³ Per Village's 2016 CAFR.

BUILDING PERMITS

	2015	2016	2017	2018	2019 ¹
<u>New Single Family Homes</u>					
No. of building permits	40	38	53	15	1
Valuation	\$8,660,736	\$8,595,327	\$9,401,508	\$4,628,865	\$230,800
<u>New Multiple Family Buildings</u>					
No. of building permits	0	0	2	2	2
Valuation	\$0	\$0	\$34,042,000	\$4,336,000	\$5,525,000
<u>New Commercial/Industrial</u>					
No. of building permits	6	2	0	6	0
Valuation	\$9,421,000	\$1,662,700	\$0	\$48,286,000	\$0
<u>All Building Permits</u> (including additions and remodelings)					
No. of building permits	554	623	654	745	126
Valuation	\$56,376,810	\$28,781,279	\$101,801,123	\$93,333,788	\$10,394,115

Source: The Village.

¹ As of March 31, 2019.

U.S. CENSUS DATA

Population Trend: Village of Germantown

2000 U.S. Census	18,260
2010 U.S. Census	19,749
2018 Estimated Population	20,183
Percent of Change 2000 - 2010	8.15%

Income and Age Statistics

	Village of Germantown	Washington County	State of Wisconsin	United States
2017 per capita income	\$40,404	\$36,177	\$30,557	\$31,177
2017 median household income	\$79,553	\$73,021	\$56,759	\$57,652
2017 median family income	\$98,316	\$87,686	\$72,542	\$70,850
2017 median gross rent	\$998	\$873	\$813	\$982
2017 median value owner occupied units	\$244,000	\$219,600	\$169,300	\$193,500
2017 median age	42.1 yrs.	42.6 yrs.	39.2 yrs.	37.8 yrs.

	State of Wisconsin	United States
Village % of 2017 per capita income	132.23%	129.60%
Village % of 2017 median family income	135.53%	138.77%

Housing Statistics

	<u>Village of Germantown</u>		
	2000	2017	Percent of Change
All Housing Units	7,075	8,219	16.17%

Source: 2000 and 2010 Census of Population and Housing, and 2017 American Community Survey (Based on a five-year estimate), U.S. Census Bureau (www.factfinder2.census.gov).

EMPLOYMENT/UNEMPLOYMENT DATA

Rates are not compiled for individual communities with populations under 25,000.

	<u>Average Employment</u>	<u>Average Unemployment</u>	
Year	Washington County	Washington County	State of Wisconsin
2015	73,269	3.7%	4.6%
2016	74,906	3.3%	4.0%
2017	75,684	2.8%	3.3%
2018	75,051	2.3%	2.8%
2019, January	74,862	2.9%	3.5%

Source: Wisconsin Department of Workforce Development.

FINANCIAL STATEMENTS

Potential purchasers should read the included financial statements in their entirety for more complete information concerning the Village's financial position. Such financial statements have been audited by the Auditor, to the extent and for the periods indicated thereon. The Village has not requested the Auditor to perform any additional examination, assessments or evaluation with respect to such financial statements since the date thereof, nor has the Village requested that the Auditor consent to the use of such financial statements in this Official Statement. Although the inclusion of the financial statements in this Official Statement is not intended to demonstrate the fiscal condition of the Village since the date of the financial statements, in connection with the issuance of the Notes, the Village represents that there have been no material adverse change in the financial position or results of operations of the Village, nor has the Village incurred any material liabilities, which would make such financial statements misleading.

Copies of the complete audited financial statements for the past three years and the current budget are available upon request from Ehlers.

**COMPREHENSIVE ANNUAL
FINANCIAL REPORT
OF THE
VILLAGE OF GERMANTOWN, WISCONSIN**
As of and for the Year Ended December 31, 2017

DEPARTMENT ISSUING REPORT

Prepared by Village Administrator and Finance Department
Member of the Government Finance Officers Association of the United States
and Canada

VILLAGE OF GERMANTOWN

TABLE OF CONTENTS
As of and for the Year Ended December 31, 2017

	Page(s)
INTRODUCTORY SECTION	
Letter of Transmittal	i - vi
List of Principal Officers	vii
Organizational Chart	viii
Location Map	viii
Certificate of Achievement for Excellence in Financial Reporting	x
History	xi
FINANCIAL SECTION	
INDEPENDENT AUDITORS' REPORT	
REQUIRED SUPPLEMENTARY INFORMATION	
MANAGEMENT'S DISCUSSION AND ANALYSIS	
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements	xiv - xxix
Statement of Net Position	1
Statement of Activities	2 - 3
Fund Financial Statements	
Balance Sheet - Governmental Funds	4 - 5
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	6
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	7 - 8
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	9
Statement of Net Position - Proprietary Funds	10 - 11
Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds	12
Statement of Cash Flows - Proprietary Funds	13 - 14
Statement of Assets and Liabilities - Agency Fund	15
Index to Notes to Financial Statements	16
Notes to Financial Statements	17 - 55

VILLAGE OF GERMANTOWN

TABLE OF CONTENTS (cont.)
As of and for the Year Ended December 31, 2017

	Page(s)
REQUIRED SUPPLEMENTARY INFORMATION	
General Fund	
Detailed Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund	56 - 57
Schedule of Proportionate Share of the Net Pension Liability (Asset) - Wisconsin Retirement System	58
Schedule of Employer Contributions - Wisconsin Retirement System	58
Notes to Required Supplementary Information	59
SUPPLEMENTARY INFORMATION	
Debt Service Fund	
Detailed Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Debt Service Fund	60
Major Capital Projects Funds	
Detailed Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Capital Projects	61
Detailed Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - TID No. 4 Capital Projects Fund	62
Nonmajor Governmental Funds	
Combining Balance Sheet - Nonmajor Governmental Funds	63 - 65
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Nonmajor Governmental Funds	66 - 68
Detailed Schedule of Revenues, Expenditures, and Changes in Fund Balances (Deficit) - Budget and Actual	
Police Impact Fee Fund	69
Fire Impact Fee Fund	70
Library Impact Fee Fund	71
Park and Recreation Impact Fee Fund	72
Senior Van Replacement Fund	73
Police Asset Forfeiture Fund	74
Police Canine Fund	75
Police Honor Guard Fund	76
Historic Preservation Fund	77
Library Fund	78
Facility Fees Fund	79
TID No. 6 Capital Projects Fund	80
Internal Service Funds	
Combining Statement of Net Position - Internal Service Funds	81
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position - Internal Service Funds	82
Combining Statement of Cash Flows - Internal Service Funds	83

VILLAGE OF GERMANTOWN

TABLE OF CONTENTS (cont.)
As of and for the Year Ended December 31, 2017

SUPPLEMENTARY INFORMATION (cont.)	Page(s)
Fiduciary Funds	
Statement of Changes in Assets and Liabilities - Agency Fund	84
STATISTICAL SECTION	
Table 1 - Statement of Net Position by Component - Last Ten Fiscal Years	85
Table 2 - Changes in Net Position - Last Ten Fiscal Years	86
Table 3 - Fund Balances, Governmental Funds - Last Ten Fiscal Years	87
Table 4 - Changes in Fund Balances, Total Governmental Funds - Last Ten Fiscal Years	88
Table 5 - Assessed Value and Estimated Actual Value of Taxable Property - Last Ten Fiscal Years	89
Table 6 - Direct and Overlapping Property Tax Rates (per \$1,000 of assessed value), before State School Credits - Last Ten Fiscal Years	90
Table 7 - Principal Property Tax Payers - Current Year and Nine Years Ago	91
Table 8 - Property Tax Levies and Collections - Last Ten Fiscal Years	92
Table 9 - Water & Wastewater Utility - Customer Count - Last Ten Fiscal Years	93
Table 10 - Water Utility Customer Summary - Last Ten Fiscal Years	94
Table 11 - Water Utility Customer Rates - Last Ten Fiscal Years	95
Table 12 - Wastewater Utility Customer Summary - Last Ten Fiscal Years	96
Table 13 - Wastewater Utility Customer Rates - Last Ten Fiscal Years	97
Table 14 - Ratio of Outstanding Debt - Last Ten Fiscal Years	98
Table 15 - Ratio of General Bonded Debt Outstanding - Last Ten Fiscal Years	99
Table 16 - Direct and Overlapping Governmental Activities Debt - As of December 31, 2017	100
Table 17 - Legal Debt Margin Information - Last Ten Fiscal Years	101
Table 18 - Pledged - Revenue Coverage - Utility - Last Ten Fiscal Years	102
Table 19 - Demographic and Economic Indicators - Last Ten Fiscal Years	103
Table 20 - Principal Employers - Current Year and Nine Years Ago	104
Table 21 - Full-time Equivalent Village Government Employees by Function/Program - Last Ten Fiscal Years	105
Table 22 - Operating Indicators by Function/Program - Last Ten Fiscal Years	106
Table 23 - Capital Asset Statistics by Function/Program - Last Ten Fiscal Years	107
Table 24 - Building Permits - Last Ten Fiscal Years	108



Finance Department

PO Box 337

Germantown WI 53022

June 21, 2018

To: Citizens of the Village of Germantown
Members of the Board of Trustees

The *Comprehensive Annual Financial Report* for the Village of Germantown, Wisconsin for fiscal year ending December 31, 2017, is prepared to provide the Board, our citizens, our bondholders, and other interested persons, detailed information concerning the financial condition of the Village government. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the village government. The report was prepared by the Village's Administration and Finance departments and contains representations concerning the finances of the Village. We believe the data, as presented is accurate in all material aspects; that it is presented in a manner designed to fairly set forth the financial position and results of operations of the Village as measured by financial activity of its various funds; and that all disclosures necessary to enable the reader to gain reasonable understanding of its financial affairs have been included.

The Village retained the services of Baker Tilly Virchow Krause, LLP to perform its audit. Based upon standard audit procedures, Baker Tilly Virchow Krause, LLP has issued an unmodified opinion on the Village's financial statements for the year ended December 31, 2017. The auditor's opinion is located at the front of the financial section of this report.

Report Format

The *Comprehensive Annual Financial Report* is presented in three main sections: introductory, financial and statistical. The introductory section contains this transmittal letter, the Village's organizational chart, a list of principal officials, and other information. The financial section contains the independent auditors report, management's discussion and analysis (MD&A), government-wide financial statements, notes to the financial statements and more detailed fund financial statements. A third section provides selected statistical and general information presented on a multi-year comparative basis.

Reporting Entity

This report includes all funds of the Village of Germantown. The criteria used in determining the reporting entity are consistent with criteria established by the Governmental Accounting Standards Board (GASB) as outlined in the Codification of Governmental Accounting and Financial Reporting Standards. This report includes the General Fund, which accounts for the general administration of the Village, Special Revenue funds relating to Economic Development, and long-term Capital Projects funds and Internal Service Funds. The report also includes the Village's Enterprise funds that account for the Water and Wastewater Utilities. Internal service funds provide information on the health and dental protection plans of the Village's employees.

Page | i

Village Profile

Located 25 miles northwest of Milwaukee, Germantown encompasses 34 square miles in the southeast corner of Washington County. Germantown is one of the largest villages in geographical area in the State of Wisconsin. The Village's current population, as of the 2010 census is 19,749, a 9.3% increase over the prior ten year's period. The 2017 estimated population is 19,965. It operates under a council-manager form of government. There are nine members on the Germantown Village Board. Eight of the members are elected from four trustee districts and the Village President is elected at large. Board members are elected to three-year terms. The appointed Village Administrator is responsible for the day-to-day operations of the Village, the appointment of administrative staff members, and the supervision of all employees.

The area offers a pleasing, small-town character enhanced by all the modern amenities of a first-class suburb. Germantown residents take advantage of exceptional schools, modern healthcare providers, attractive real estate, well-maintained parks and facilities as well as a fantastic medley of unique shops and local restaurants. While the village has worked hard to provide its residents with the finest in big-city conveniences, it has worked equally hard to maintain its rich German heritage and beautiful architecture. Germantown ranked #37 in Money Magazine's Best Places to Live 2015.

The Village provides typical municipal services including: police, fire, emergency dispatch and ambulance services; public works activities such as highway and street maintenance, and recycling; recreational activities such as parks, recreation programs, public library and senior activity center; community development activities including planning and zoning enforcement, economic development, and general administrative and financial services. The Village operates a Water and Wastewater Utility as enterprise funds.

Accounting Systems and Budgetary Control

The Village's accounting records for governmental and agency funds are based upon the modified accrual basis, with revenues recorded when available and measurable and expenditures recorded when the services and goods are received and the liabilities incurred. Accounting records for the Village's utilities are maintained on an accrual basis.

In developing the Village's overall accounting system, consideration was given to the adequacy of the internal accounting control structure. Internal controls are designed to provide reasonable but not absolute assurance regarding: (1) the safeguarding of assets against loss from unauthorized use or disposition and (2) the reliability of financial resources for preparing financial statements and maintaining accountability for assets.

The concept of reasonable assurance recognized that: (1) the cost of a control should not exceed the benefits likely to be derived and (2) the evaluation of costs and benefits requires estimates and judgements by management. We believe that the Village's internal accounting controls adequately safeguard assets and provides reasonable assurance of proper recording of financial transactions.

Village Board policy provides for adoption of an annual budget prepared by management. The budget, as adopted by the Board, is intended to appropriate expenditures on a program or functional basis. The Village Administrator is granted authority to make mid-year adjustments within budgeted accounts of a department. Budget amendments which change a departmental budget appropriation or are transfers between departments or funds must be approved by a 2/3 majority of the Village Board.

The Village Board's updated Fund Balance Policy establishes a minimum unassigned Fund Balance. It states that the Village will maintain a minimum unassigned fund balance in its General Fund ranging from 16% to 25% of the subsequent year's budgeted expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment. The 2017 unassigned fund balance is 32.77% of subsequent years expenditure budget. Should an unassigned fund balance of the General Fund exceed 20%, the Village may consider such fund balance surpluses for one-time expenditures that are nonrecurring in nature and which will not require additional staffing or recurring expenditures.

Economic Conditions and Outlook

The Village's \$2.58 billion tax base of equalized value is primarily residential (69.353%) but has a sizeable commercial (18.775%) and manufacturing (8.686%) presence also. The Village had fifty-three new single-family housing starts, comparable to thirty-eight in 2016, plus two multi-family buildings. One of which is a thirty-five unit apartment building in Saxony Village, one of five buildings plus a clubhouse yet to be built, and Fairway Knoll, a ninety-two unit senior apartment complex with a memory care wing. 654 total permits were issued in 2017 with a valuation of \$101,801,123. In 2016 the total number of permits was 623 with a valuation of \$28,781,279.

The Village's overall equalized value increased by 3.02%, following an increase of 3.99% the previous year. The average unemployment rate for Washington County is 2.2%, which is lower than the Wisconsin state average of 2.7% at year end. With the use of a variety of financing tools such as impact fees, tax incremental financing incentives, and close partnerships with local business, the Village is preparing for a robust economic future. We have been able to balance the community with a mixture of agricultural, residential, commercial and industrial/office development. Germantown's fine school system and parks and recreational activities are also helpful in acquiring and keeping our residential base.

The Project Plan for Tax Incremental District No. 4 (Germantown Business Park) was amended in 2011 to include cash grants (development incentives) to owners, lessees or developers of land located within the district. This change was instrumental in additional sales of land and construction of new facilities. The District is fully built and is slated to close in 2019, two years earlier than expected. The original 1994 equalized base value of the park was \$12,957,000, the valuation in 2017 is \$111,121,500.

The Village anticipates total eligible project expenditures of approximately \$9.6 million dollars for Tax Incremental District No. 6 (Willow Creek Business Park). The Village projects that new development, redevelopment and appreciation in the value of existing properties will add approximately \$41 million dollars in assessed value. This District is zoned as Mixed Use which means that at least 50% of the area, of the real property within the District, is suitable for a combination of industrial and commercial uses. The District is bounded by Appleton Avenue, Lannon Road, and Maple Road, and is fully improved and lots are ready for sale. The Village has partnered with MLG Commercial who is marketing the property within the District. The estimated saleable property of the District is fifty-two acres. Discount Ramps, an e-commerce company that designs and builds ramps for transportation, loading, hauling and mobility needs, began construction in 2017. The facility will be over 150,000 square feet and will include their corporate headquarters and distribution center. Additional businesses such as Ryan Companies with a 186,000 square foot building and Metro Cigars have been approved and will begin construction in 2018.

In December of 2017 the Village created Tax Incremental District No. 7. The District is designated as an Industrial TID. The area included in the District encompasses 144.2 acres owned by the J.W. Speaker Corporation. The newly created district is vacant land west and north of the J.W. Speaker facility located on Freistadt Road bounded by Goldendale Rd to the North. The District will fund water and sewer extensions along Goldendale Rd with reimbursement to the Speaker Corporation for additional infrastructure improvements within the district such as water, sewer, roadway/driveway and landscaping. The utility expansions will allow the corporation to expand its operations. The additional land and improvement valuation is approximately \$26.8 million. TID 7 also allows for the construction of both the 16" public watermain and the 18" public sanitary sewer interceptor from their current terminus approximately 2,400 feet north along Goldendale Road that will facilitate future development growth for the Village.

The Water Utility currently operates six wells, three deep wells and three shallow, with a capacity of 4,416,000 gallons per day plus three elevated tank water towers, two at 125 feet and one at 190 feet. The 2017 average daily water pumped was 1,822,438 gallons. The village is moving forward with a feasibility study and testing to determine placement of a seventh well and forth elevated tower.

The Wastewater Utility maintains 101.83 miles of sewer main, seven lift stations and one metering station. The Village contracts with Milwaukee Metropolitan Sewerage District for its sewage treatment, the charges from MMSD for treatment and its annual capital charge remain the utility's largest expenditure. The Utility has undertaken a cured in place relining of 10,548 feet of 48" interceptor main at a cost of \$2,999,230 since 2014.

The Village continues to follow basic short-term and long-term planning policies. The Village's philosophy strives for manageable conservative budgets that allow for stable financial futures, keeping taxes and utility user rates as low as possible while guaranteeing that funds will be available to protect village infrastructure and services. The Village board is committed to maintaining a positive General Fund balance. This positive balance provides the Village with a cushion for unanticipated emergencies. The Village continues to trim expenditures and consolidate operations.

By necessity, long range planning includes assessment of future debt issuance in conjunction with current debt service requirements. Village debt policies are designed to comply with requirements of Wisconsin State Statutes and bond covenants, while maintaining the highest bond rating possible. Management reviews capital planning and resultant bond issuance in light of resources on hand and the effect on future cash flows. The Village maintains a solid Aa2 general obligation bond rating from Moody's Investors Service, based upon its healthy fund balance, conservative financial management and aggressive debt repayment schedules.

In 2004, the Village adopted the 2020 Smart Growth Comprehensive Plan. As required by State Law, Smart Growth plans are intended to be the community's guide for future growth and development. These plans must include nine elements to be accepted by the State: issues and opportunities; housing; transportation; utilities and community facilities; agricultural; natural and cultural resources; economic development; intergovernmental cooperation; land use; and implementation processes. As we approach 2020, the Village is beginning the process of revising our current plan. The revision will include all of the same elements but will be updated with the changes made over the last decade, as well as with the current needs of our Village. The planning process will take months to complete and will include a "public participation program" that will provide many opportunities for residents and other stakeholders to be part of the process.

As in the past several years, development in the Village, be it residential, commercial, or industrial in nature, has been of the high quality necessary to provide the diversified tax base and tax rate necessary to provide services expected by the residents of Germantown. The Village of Germantown intends to maintain an adequate financial reserve in addition to a low tax rate to provide the citizen's excellent municipal services.

For the Future

The Village Board has approved a 20-year capital improvement plan. Working through the Public Works, Public Safety and Finance Committees, the Village of Germantown created a plan for equipment replacement, building upgrades, and new infrastructure additions as well as a financial plan that allows funding for these assets with the least amount of impact on the tax rates.

In 2018, Saxony Village will begin construction of Building Two, a 35-unit multi-family structure, which will total five buildings when complete.

Preliminary Plats have been submitted for two residential subdivisions, Heritage Hills with approximately forty-seven lots and Wrenwood subdivision with 190 lots. Prairie Glen II subdivision, with 18 lots has already begun construction on their spec homes.

Construction on Fairway Knoll, a 92-unit Senior Apartment Complex with a Memory Care unit will be complete and open the latter part of 2018.

Vision Statement: Germantown's ethnic heritage, high quality of life based on its rural and suburban character, and desirable location in the greater metropolitan area create our competitive advantage. Our people will work together, with respect for each other, to ensure that development is consistent with Germantown's future as a neighborly and safe place to live, work and play.

Mission Statement: The Village of Germantown is responsive to our citizens and businesses, embracing our heritage while working together to provide quality services in a fiscally responsible manner that will enhance the quality of life in our community.

INDEPENDENT AUDIT

Included in the financial section is the independent auditor's report which is a significant part of the Comprehensive Annual Financial Report (CAFR). In this report, Baker Tilly Virchow Krause, LLP, Certified Public Accountants, express their opinion that the financial statements are presented fairly in conformity with generally accepted accounting principles and comment on the scope of the examination. The opinion is unmodified and signifies a substantial level of achievement.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Immediately following the independent auditor's report is *Management's Discussion and Analysis* which provides a narrative introduction, overview, and analysis of the basic financial statements.

REPORTING ACHIEVEMENT

GFOA Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Germantown for its Comprehensive Annual Financial Report for the fiscal year ended December 31, 2016. This was 29 consecutive years that the government has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only.

Acknowledgments

The preparation of this report was made possible by the dedicated services of the entire staff of the Village of Germantown Finance Department and Administration, and the advice of the Village's independent auditors, Baker Tilly Virchow Krause, LLP. Appreciation is expressed to Village employees throughout the organization, especially those employees who were instrumental in the successful completion of this report.

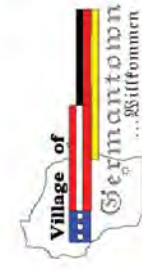
Respectfully submitted,



Kim E. Rath
Finance Director



Steven R. Kreklow
Village Administrator



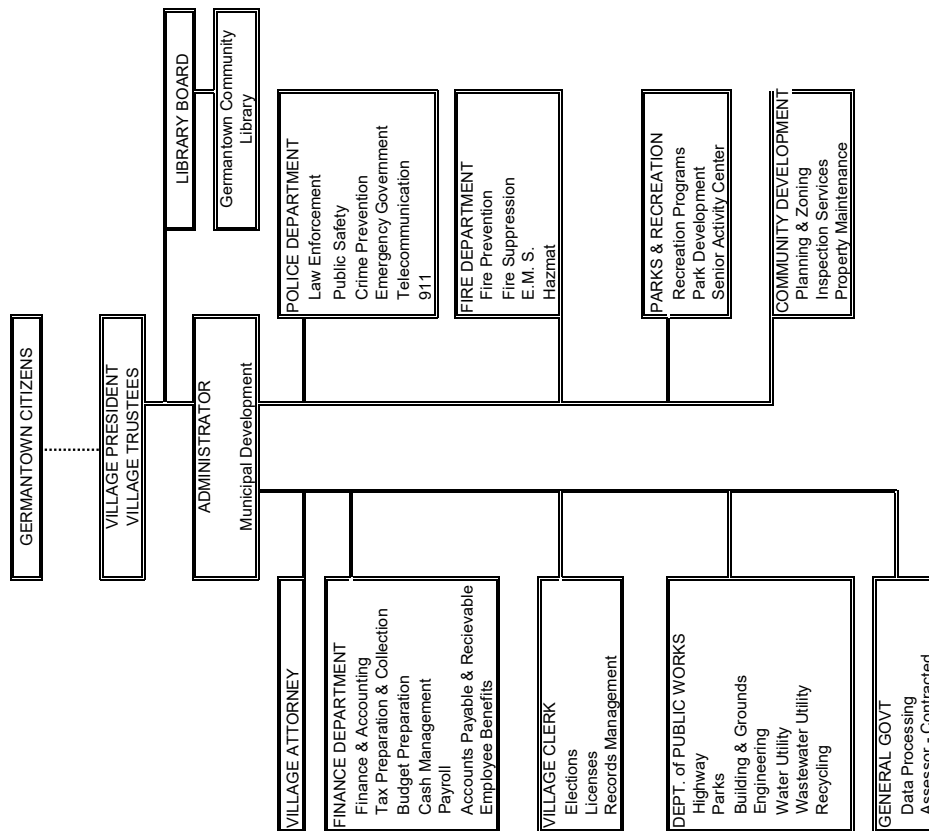
LIST OF PRINCIPAL OFFICIALS as of December 31, 2017 ELECTED OFFICIALS

TITLE	NAME
Village President	Dean Wolter
Village Trustee - District 1	David Baum
Village Trustee - District 1	Terri Kaminski
Village Trustee - District 2	Al Campbell
Village Trustee - District 2	Rick Miller
Village Trustee - District 3	Robert Warren
Village Trustee - District 3	Dennis Myers
Village Trustee - District 4	Arthur Zabel
Village Trustee - District 4	Jeffrey Hughes

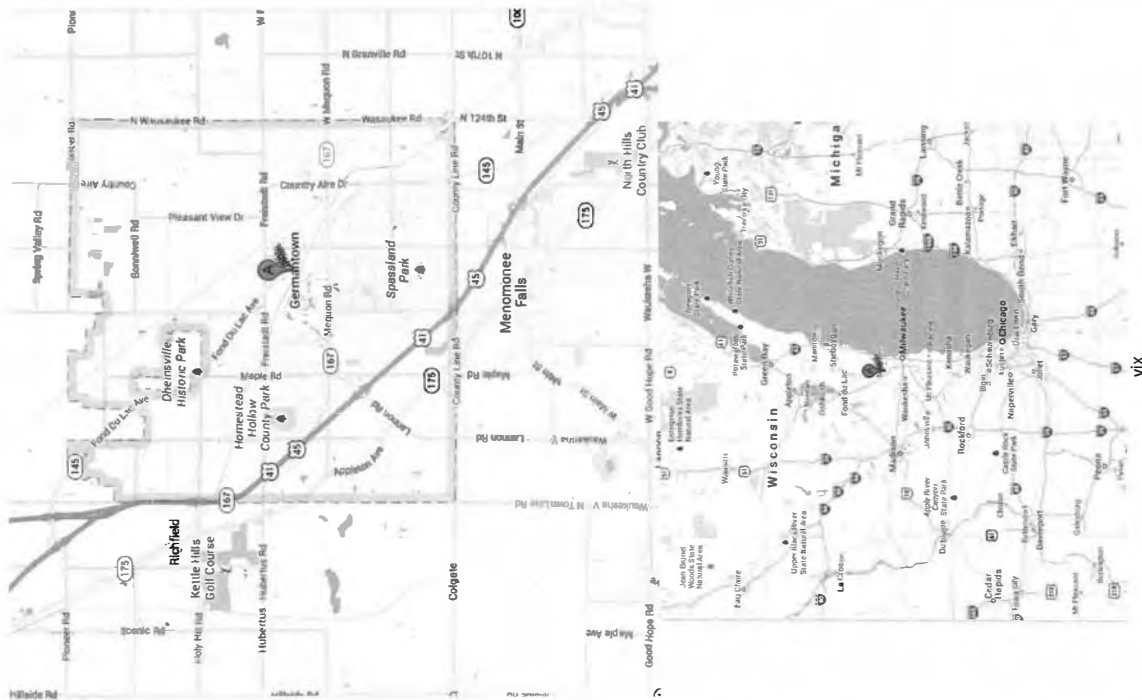
APPOINTED OFFICIALS

Village Administrator	Steven R. Kreklow
Village Attorney	Brian Sajdak; Wesolowski, Reidenbach & Sajdak SC
Village Assessor - Contract Service	Associated Appraisal Consultants, Inc
Village Clerk	Deanna L. Boldrey
Finance Director/Treasurer	Kim E. Rath
Community Development/Planning & Inspection	Jeffrey W. Retzlaff
Director of Public Works	Lawrence Ratajczak
Village Engineer	John A. Laning
Police Chief	Peter Hoell
Fire Chief	Gary Weiss
Library Director	Patricia Smith
Recreation Director	Mark Schroeder
Police & Fire Commission Chairperson	Scott Scheife
Park & Recreation Commission Chair	Scott Coulthurst
Library Board President	Joyce Nelson

VILLAGE OF GERMANTOWN ORGANIZATIONAL CHART



The Village of Germantown - Location Map



Brief History of the Village of Germantown

The Village of Germantown is located in southeastern Wisconsin, in the southeastern corner of Washington County. The City of Mequon, in Ozaukee County, borders the Village on the east, and the Village of Menomonee Falls, in Waukesha County, borders it on the south. The Village is contiguous with the City of Milwaukee and Milwaukee County at its southeast corner. In Washington County, the Town of Jackson borders it to the north, and the Village of Richfield shares its western border. At 35 square miles, the Village of Germantown is one of the largest village s in geographical area in the State of Wisconsin.

The Village's current population is estimated to be 19,965. A majority of its residential, commercial and industrial development is concentrated in the suburban-like south-central third of the village. It is in this portion, served by the Milwaukee Metropolitan Sewerage District (MMSD), and supplied with water by municipal wells, that most of Germantown's development has occurred.

The half of the village north of Freistadt Road is rural in nature, and is predominately agricultural. Contemplated 2018 extensions of municipal water and sewer will open this section to more residential, commercial and industrial development.

In 1839, a group of German immigrants, seeking greater religious freedom and the promise of rich, abundant farmland, founded the settlement of Freistadt (translated "Free City") just east of the present day Village of Germantown. Today, Freistadt Road bisects the Village of Germantown from east to west. In 1839, Anton Wiesner and Levi Ostrander became the first permanent settlers in the Town of Germantown. By 1845, all of the Town of Germantown had been taken for homesteads, mostly by German immigrants.

On March 11, 1927 South Germantown became the Village of Germantown. Eleven citizens of South Germantown had petitioned the Washington County Circuit Court for incorporation of 300 acres in section 22. The petitioners were: Father Banholzer, Adam Diefenthaler, Benn C. Duerrwaechter, Alvin Gronemeyer, Edward Rintelman, Joe Rosecky, Arthur Schmidt, Charles A. Schuster, John A. Schwalbach, Joseph J. Siegl, and Aaron Walterlin. Population of South Germantown, now Germantown, was 243 residents.

The Village of Germantown was incorporated at the Fond du Lac Avenue and Main Street area. In the early 1960's, the City of Milwaukee annexed 15 acres in the southeastern corner of the Town of Germantown. Fears over further annexations prompted the Town of Germantown to merge with the smaller Village of Germantown in 1964. Most of the Town of Germantown, except for four small "islands" totaling approximately two square miles in the northwestern portion, was included in the merger.

The Village operates under a council-manager form of government. Under this form of government, a nine member Board of Trustees is elected to exercise the legislative power of the Village and to determine matters of policy. All are elected to three year terms. The Village President, who is elected at large, is the trustee who presides at all Village Board meetings and votes on all matters. The Village President has no veto power. A Village Administrator is appointed by the Village Board to serve as manager. The administrator is the chief administrative officer and is responsible to the Board of Trustees for the proper administration of all Village affairs.

xi



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Village of Germantown

Wisconsin

For its Comprehensive Annual Financial Report for the Fiscal Year Ended

December 31, 2016

Christopher P. Morrell

Executive Director/CEO

x

INDEPENDENT AUDITORS' REPORT

To the Village Board
Village of Germantown
Germantown, Wisconsin

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Germantown, Wisconsin, as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Village of Germantown's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village of Germantown's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Village of Germantown's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Germantown, Wisconsin, as of December 31, 2017 and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Germantown's basic financial statements. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Germantown's basic financial statements. The introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

A handwritten signature in black ink that reads "Baker Tilly Virchow Krause, LLP". The signature is written in a cursive, flowing style.

Madison, Wisconsin
June 21, 2018

VILLAGE OF GERMANTOWN

MANAGEMENT'S DISCUSSION AND ANALYSIS For the Year Ended December 31, 2017 (Unaudited)

Management's Discussion and Analysis provides management's overview and analysis of the Village's basic financial statements for the year ended December 31, 2017. This discussion is designed to assist the reader in focusing on significant financial issues, provide an overview of the Village's financial activity and identify changes in the Village's financial position.

USING THIS REPORT

This report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities of the Village as a whole and presents a longer-term view of the Village's finances. As for governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statement by providing information about the most significant funds. These statements also include information about activities for which the Village acts solely as a trustee or agent for the benefit of those outside the government.

REPORTING THE VILLAGE OF AS WHOLE – Government-wide Financial Statements

One of the most important questions asked about the Village's finances is, "Is the Village as a whole better off or worse than the year before?" The statement of Net Position and the Statement of Activities report information that helps answer that question. The statements include assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The Village uses an accrual basis of accounting. The current year's revenues and expenses are taken into account regardless of when cash is received or paid.

Net Position is the difference between what the citizens own and what the citizens owe in liabilities at one moment in time. Over time, increases or decreases in the Village's Net Position are one indicator of whether its financial health is improving or not. Other non-financial factors play a significant role in determining the Village's overall position, such as changes in the property tax base, and the conditions of the Village's capital assets (roads, buildings, water and sewer lines, etc.)

Two types of activities are reported in the Statement of Net Position and the Statement of Activities:

Governmental activities: Includes most of the Village's basic services, such as police, fire, street maintenance, parks, library, and general administration. These services are supported primarily by property taxes, state revenues, and other miscellaneous revenues (inspection fees, fines, and permits)

Business-type activities: Water and Wastewater services. The Village charges a fee to customers to cover most of the cost of water and sanitary sewer utility services.

REPORTING THE VILLAGE'S MOST SIGNIFICANT FUNDS – Fund Financial Statements

The analysis of the Village's major funds provides detailed information about the most significant funds. Some funds are required to be established by state law and bond covenants. However, the Village establishes other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money (like donations). The Village's three kinds of funds, governmental funds, proprietary funds, and fiduciary funds use different accounting approaches.

Governmental Funds

Most of the Village's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Village's general operations and the basic services it provides. Governmental fund information helps the user determine whether there are more or fewer financial resources available to finance the Village's programs in the future. Reconciliations between the government-wide statements and the governmental fund statements are provided with the fund financial statements.

The Village maintains seventeen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Debt Service Fund, General Capital Projects and Tax Increment District No. 4 Capital Projects, which are considered to be major funds. Data from the remaining funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements later in this report.

The basic governmental fund financial statements can be found on pages 4 – 9 of this report.

Proprietary Funds

Proprietary funds are financed and reported in a manner similar to normal business-type entities and are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The Village's enterprise funds (a component of proprietary funds) are the same as the business-type activities we report in the government-wide statements, but provide more detail and additional information such as cash flows, for proprietary funds. The Village uses an internal service fund (the other component of proprietary funds) to report self-insurance activities.

The basic proprietary fund financial statements can be found on pages 10 – 14 of this report.

Fiduciary Funds

Fiduciary Funds are used to account for resources held for the benefit of parties other than the Village. These funds are not available to fund Village activities, and are not reflected in the government-wide financial statements. The Village maintains one fiduciary fund, the Tax Collection Fund, which records the tax roll and tax collections for the taxing jurisdictions within the Village. It records the assets collected on behalf of other taxing units.

VILLAGE OF GERMANTOWN
Condensed Statement of Net Position (in millions of dollars)

Activities	Activities
------------	------------

[illegible]

--	--	--	--	--	--

resources:	5.02	3.45	0.54	0.37
------------	------	------	------	------

resources:	15.45	15.29	0.21	0.15
	29.94	27.43	2.45	1.96
	2.57	1.58	1.04	0.71
	27.37	25.85	1.41	1.25

capital assets	60.80	61.32	61.30	62.99
	3.58	3.77	0.65	0.74

[illegible]

Changes in Net Position

During 2017, the net position of governmental activities increased by \$1 million to \$66.23 million. Restricted assets include \$3.19 million for three Tax Incremental Financing Districts or TIDs (TID # 4, TID #6 and TID #7), which is a small decrease from the prior year of \$3.23 million, and \$0.581 million for Impact Fees and library operations. The unrestricted net position of governmental activities amounted to \$1.14 million, which is an increase of \$309 thousand over 2016. This remaining balance of unrestricted net position may be used to meet the Village's ongoing obligations.

Deferred outflows of resources decreased \$1,566,757; a majority of the change is related to pensions. It represents a consumption of net position/fund balance that applies to a future period and will not be recognized as an outflow of resources until a future time.

Net position of business-type activities totaled \$73.8 million as of December 31, 2017. \$2.83 million higher than 2016. Net investment in capital assets increased by \$1.7 million. Restricted uses; impact fees, debt service, and equipment replacement increased slightly by \$98,009, while the unrestricted portion increased by \$1.04 million and will be used to finance continuing operations and capital projects of the utilities.

Total net position of Governmental and Business-type activities of \$140 million was an increase of \$3.85 million over 2016. Any significant changes in revenues and expenses are as follows.

Revenues

The Statement of Activities on page 2 will show that Program Revenues in the Governmental Activities was increased by \$663,387 over 2016 for a total of \$5,153,070. The majority of the increase was in *charges for services*; Public Safety and Public Works. The Business-type activities *charges for services and capital grants and contributions* increased slightly (\$114,345) for a total of \$11,669,552. The Business-type Activities increase in Capital Grants and Contributions is due to water and sewer main additions in our TIF districts and developer projects. There was an increase in investment income and intergovernmental revenues as well, \$54,390.

All governmental revenues other than program revenues are reported as general. It is important to note that all taxes are classified as general revenue even if restricted for a specific purpose. Tax revenue was up by \$410,302, mostly due to an increase in levied taxes for general purposes, debt service and two TID districts. # 4 & 6, TID #7, being created December 2017 didn't have a budget or levy for 2017.

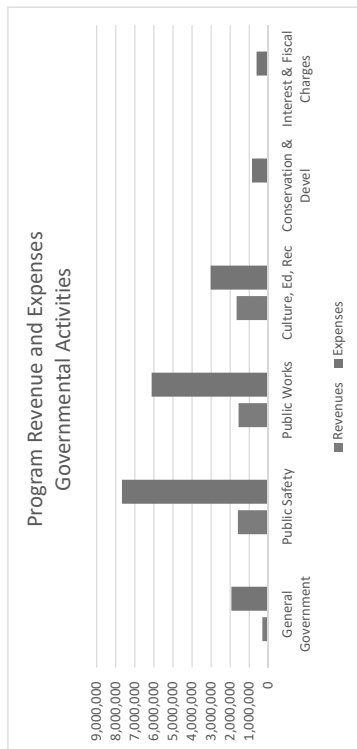
Expenses

Total Expenses of \$28.6 million is \$2.79 million less than 2016. The majority of the reductions were seen in *Governmental Activities, Public Works function* with the completion of most of the construction and development in TID No. 6. Business-type Activities expenses were relatively stable with a small increase of \$122,519.

VILLAGE OF GERMANTOWN

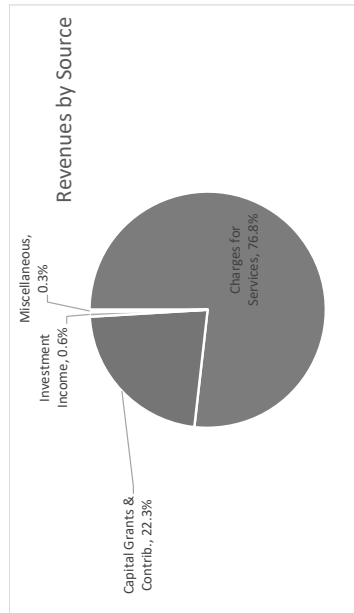
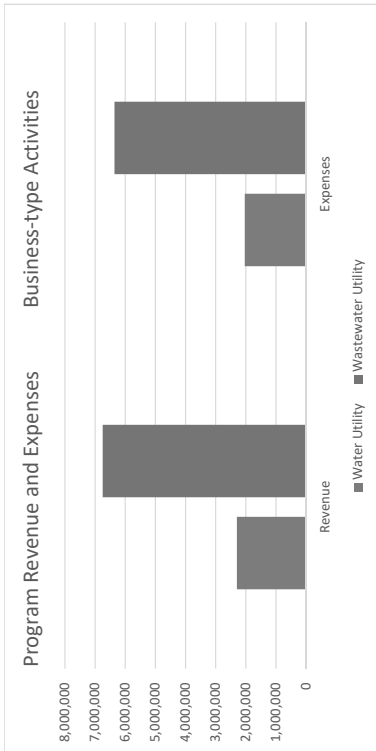
Changes in Net Position (in millions of dollars)									
	Governmental Activities		Business-type Activities		Total Primary Government				
	2016	2017	2016	2017	2016	2017			
Revenues:									
Program Revenues									
Charges for services	2.55	3.00	9.27	9.05	11.82	12.05			
Operating grants and contributions	1.46	1.58	-	-	1.46	1.58			
Capital grants and contributions	0.48	0.58	2.29	2.62	2.77	3.20			
General Revenues:									
Property Taxes	13.66	14.07	-	-	13.66	14.07			
Intergovernmental revenues	1.03	1.05	-	-	1.03	1.05			
Investment income	0.12	0.14	0.05	0.07	0.17	0.21			
Other	0.35	0.29	-	0.04	0.35	0.33			
Total revenues	19.65	20.70	11.61	11.78	31.26	32.48			
Expenses:									
General government	1.92	1.94	-	-	1.92	1.94			
Public safety	7.48	7.68	-	-	7.48	7.68			
Public works	7.67	6.12	-	-	7.67	6.12			
Culture and recreation	2.85	3.03	-	-	2.85	3.03			
Conservation and development	2.53	0.86	-	-	2.53	0.86			
Interest and fiscal charges	0.69	0.62	-	-	0.69	0.62			
Water Utility	-	-	1.97	2.04	1.97	2.04			
Sewer Utility	-	-	6.31	6.36	6.31	6.36			
Total expenses	23.14	20.23	8.28	8.40	31.42	28.63			
Increase (decrease) in net position	(3.49)	0.47	3.33	3.38	(0.16)	3.85			
Transfers	0.51	0.55	(0.51)	(0.55)	-	-			
Change in net position	(2.98)	1.02	2.82	2.83	(0.16)	3.85			
Net position, beginning of year	68.19	65.21	68.18	71.01	136.37	136.22			
Net Position, end of year	65.21	66.23	71.01	73.84	136.22	140.07			

Governmental Funds



A-15

Business-Type Activities – Enterprise Funds



Water Utility

The Water Utility reported net operating income of \$298,650, down over last year by \$137,656, but still a positive end after our high water use customer has been transitioning away from municipal water as a major source now that their private well has been repaired. Sale of water was down \$71,576. Expenses were relatively the same as 2016 although there was an uptick in depreciation. Capital contributions weren't as high as 2016 due to TID's No. 4 & 6 completing their extensions, but still a healthy addition of \$735,416. Capital contributions can vary widely from year-to-year since they are dependent on the completion of developer and village projects. Village projects included watermain upgrades on Park Avenue, Windsor Rd, and Castle court. Capital equipment purchases consisted of meters, quad-axle dump truck for main break repairs, and a vehicle replacement. Developer contributions were for the construction of one building in Saxony Village, a multi-housing complex, Prairie Glen II, a private subdivision, and Fairway Knoll, a senior housing and memory care development. The ending net position of the Water Utility is \$30.878 million, an increase of nearly \$500,000.

The Village maintains six wells and three water towers within its corporate boundaries. An ongoing search and testing for a seventh well site is still underway to guarantee sufficient water for the Village's growth. The Village has a Water Impact Fee of \$832 per residential equivalency, charged for new construction. \$144,652 was collected in 2017, due to our single and multi-family home increases. The impact fees are used to pay for the debt service on the 2009 Safe Drinking Water Loan used for construction of Well #11. 3,554 feet of new water main, and 3,472 feet of replacement main was added in 2017 plus 14 new fire hydrants, of which six were replacements.

Water Utility Activity Summary (in millions of dollars)				
	2017	2016	Change	
Operating Revenues	\$ 2,299	\$ 2,390	\$ (0.091)	
Operating expenses	2,000	1,954	0.046	
Operating Income	0.299	0.436	(0.137)	
Non-operating revenues/expenses	0.017	(0.018)	0.035	
Capital Contributions	0.735	1.254	(0.519)	
Transfers out - tax equivalent	(0.552)	(0.513)	(0.039)	
Increase in net position	0.499	1.159	(0.523)	
Net Position beginning of the year,	30.379	29.220	1.159	
Net position , end of the year	\$ 30.878	\$ 30.379	\$ 0.499	

Wastewater Utility (Sewer)

The Wastewater Utility reported a net operating increase of \$388,599 for 2017. Its overall net position increased by \$2.33 million for an end of year net position of \$42,750 million. Charges for services was down by \$121,653 compared to 2016 while operating expenses were relatively the same at \$6.36 million. Capital contributions were quite significant at \$1.89 million of which \$894,062 was for sewer connection fees and \$603,991 for capital contribution of sewer main at Park Avenue, and Main Street and developer contribution at Saxony Village, Prairie Glen and Fairway Knoll. The utility also received a cash contribution from Gehl Foods in the amount of \$388,600 to defray costs of the utility in the design and construction of sewer line that allowed the facility to expand its production by increasing sufficient capacity to discharge. The sewer connection fee is a charge for new connections to our system, these fees help cover ongoing maintenance and other improvements to the system. Overall 8,101 feet of sewer main was added to the system.

The Village contracts with Milwaukee Metropolitan Sewerage District for its sewage treatment, the charges from MMMSD for treatment and its annual capital charge remain the utility's largest expense accounting for 82.65 % of the operations and maintenance expense. In 2017, the Village paid \$1.5 million for user charges and \$3.2 million for the annual capital charge. The Capital charge is based on the equalized value of properties within the sewer service district.

Wastewater Utility (in millions of dollars)				
	2017	2016	Change	
Charges for services	\$ 6,749	\$ 6,872	\$ (0.123)	
Operating expenses	6.360	6.337	\$ 0.023	
Operating Income (loss)	0.389	0.535	(0.146)	
Non-operating income(expenses)	0.052	0.030	0.022	
Capital Contributions	1.887	1.034	0.853	
Increase in net position	2.3280	1.599	0.729	
Net Position beginning of the year,	40.423	38.824	1.599	
as restated				
Net position , end of the year	\$ 42,751	\$ 40,423	\$ 2,328	

Fund Financial Analysis

Fund financial analysis focuses on short term spendable resources and fund balances available for future use.

Governmental Funds

As of December 31, 2017, Village governmental funds reported a combined fund balance of \$12.6 million, \$1.2 million more than last year's total of \$11.4 million. \$15,094 is nonspendable related to prepaid accounts for postage and GIS multi-year hosting services, \$5.1 million restricted for Debt Service and Capital Projects in the General Capital Projects, TID No. 4, TID No. 6 & TID No. 7, plus impact fees and Library Board Accounts to pay for equipment and projects. Committed funds of \$240,085 are for other Special Revenue Funds: Senior Van replacement, Police Canine, Honor Guard and Asset Forfeiture accounts. Historic Preservation and Recreation Facility Funds and will be used as its purpose allows.

Assigned funds of \$962,175 in the General fund covers 2018 budget carryovers of \$272,881, Water Utility Payment in Lieu of Taxes (PILOT) of \$551,794, and \$137,500 applied to a subsequent budget expense that will offset 2019 Assessor Revaluation costs. Assigned funds in the General Capital Projects funds of \$1,103,233 will be used for future capital outlay.

The majority of the unassigned funds in the Governmental Funds is in the General Fund account and can be used as the Village Board directs; \$5,175,649 or 33% of 2018's expense budget; \$(21,313) is attributed to costs spent during the creation process for TID No. 7 that will be covered in 2018 with a debt issuance.

General Fund

The General Fund's net change in fund balance was a positive \$835,520, with an ending fund balance of \$6,153 million. After adjusting for non-spendable and assigned portions for the general fund the unassigned fund balance at year-end was \$5.18 million, 33% of the Village's subsequent year general fund expenditure budget. The ending balance in 2016 was 28.87%. The Village's fund balance policy works to maintain a working capital fund of 16 – 25%. The Village Board is working toward creating a Revolving Capital Equipment fund and will invest some of the current fund balance to start it. The Village will use \$272,881 for 2018 carry over projects and \$137,500 to offset part of the cost of the Village wide revaluation slated for 2019.

The General Fund is the primary operating fund used to account for the governmental operations of the Village of Germantown. The largest revenue sources for the General fund are taxes and inter-governmental aids, together accounting for 79.7% of total revenues, even though taxes increased for the year by \$163,306 the overall percentage decreased slightly, 1.7%. All revenue sources saw an increase, especially regulations and compliance, which showed an increase of \$268,161, due in part to permit fees for projects not anticipated during the budget preparation, such as Saxony Village, Fairway Knoll Senior Housing & Care, plus the impact of the \$84 million Germantown School District referendum for additions and repair to the local schools. Due to success of our Recreation Department programming fees came in \$53,687 higher than projected. Fees charged for ambulance transport also increased due to higher call volume and a higher level of service. Total revenues were higher than budget by \$511,392.

General Fund expenditures for 2017 were lower than budget by \$0.8 million. One of the factors causing this was a high turnover rate of employee's due to retirements and changeover of personnel, such as the retirement of the Village Administrator, vacancies in the Clerk's office and Engineering Department were unfilled for several months, and personnel changes in the Police Department and Public Works Department had its new employee's start at a lower tier than the retired or terminating position. Balances in the Fire Department will be used for additional staff in 2018, while the \$67,137 balance in our planning and zoning department will be used for the design of an updated Comprehensive Land Use Plan.

Debt Service Fund

Debt Service Fund has a total fund balance of \$138,303, all of which is restricted for the payment of debt service. The fund balance increased by \$45,234. Annual debt service requirements were met primarily by property taxes levied of \$2.46 million and other governmental transfers of \$2 million. Expenditures for principal and interest and fiscal charges totaled \$4,450,302.

General Capital Projects

The General Capital Projects Fund balance of \$2.29 million increased by \$117,167, it includes proceeds of bonds and notes that are legally restricted or assigned for expenditures for specific purposes as well as accumulated Library County Revenues intended for capital improvements. A \$2,805,000 G.O. Promissory Note was issued in March to finance public safety equipment, storm water improvements, road improvements and equipment and playground replacement. The sale resulted in the overall size of the issue being downsized by \$30,000 due to issuance costs coming in less than anticipated and a premium bid of \$43,399, with a true interest cost of 1.9868%. A 2007 \$520,000 G.O. Street improvement Bond was called on April 13, 2017, paying the 2017 through 2026 maturities with funds on hand. This was made possible by an early payoff of a streets special assessment for Blackstone Creek, due to the buildup and sales of residential housing faster than anticipated. The interest savings was \$74,354. The village's current Moody's Investor's service rating is Aa2.

TID #4 Capital Projects Fund

Tax Incremental District No. 4 Capital Projects fund is for the Germantown Business Park. The park is in a positive position and is expected to close in 2019, two years earlier than legally required. Tax Abatements, which began in 2013, pushed several development projects toward full build out of the park. Incentive payments made in 2017 totaled \$187,123. Fund balance at the end of 2017 was \$3.1 million with pending debt service due of \$4,126,226. Total revenues, which includes tax increment, intergovernmental payments and interest was \$1.9 million. The Net Change to TID No. 4 fund balance was \$243,983.

Non-major Governmental Funds

Tax Incremental District No.6, Willow Creek Business Park, was a Major Fund in 2016. With the completion of most of the infrastructure and depletion of the bond proceeds in 2016 it was reclassified as a Nonmajor fund in 2017. Created in 2014 the mixed-use business park is suitable for industrial and commercial purposes. The estimated saleable property consists of fifty-two acres. The Project Plan consisted of site grading, sanitary sewer and water systems, stormwater management, street improvements, landscaping and other site improvement infrastructure and related costs. The Village issued \$5,405,000 in General Obligation Community Development Bonds on October 1, 2014. Discount Ramps began construction of a 150,000 square foot corporate headquarters and distribution center facility. Fund balance at the end of 2017 was \$104,986. Remaining projects would be water and sewer service connections for other development. An interfund loan from other village accounts or a re-direction of funds from escrowed accounts held by MLG commercial will be needed to temporarily cover those costs plus principal and interest payments until tax increment commences.

In December 2017, the Village created Tax Incremental District No. 7. (TID #7) An industrial TID that encompasses 144.2 acres of land which is owned by the J.W. Speaker Corporation. One section of the district includes the original J.W. Speaker facility and the other area of vacant land to be developed by J.W. Speaker. The project plan also includes the extension of municipal water and sewer main from Freistadt Road North along Goldendale Road approximately 2,400 feet where it meets the Wisconsin & Southern Rail line. This extension will facilitate municipal service to the development anticipated by the Speaker Corporation and future private development. Speaker will construct internal roadway, water and sewer main, and landscaping for their future building projects; the District will reimburse a portion of that cost up to \$708,000. The village will initiate a sale of a G.O. Obligation Community Development Bond in 2018. A 2017 budget was not completed for TIF No.7 since it was created late in the year. Fund balance at the end of 2017 was \$(21,313) due to creation and planning costs earlier in the year.

The Village has eleven Special Revenue funds which are specifically earmarked for a single purpose and are either restricted or committed. Four of these are Impact Fees; Police, Fire, Parks & Recreation, and Library. Impact fees are imposed on new construction to fund all or a portion of the costs of providing public services to the new development. The Impact Fee Funds saw significant revenue growth due to the residential and commercial activity in 2017. The net change in fund balance for the Impact Fees was \$227,161, ending the year at a combined fund balance of \$465,271, a 95% increase. The other Special Revenue Funds are the Senior, Van Replacement Fund, Police Asset Forfeiture Fund, Police Canine Fund, Police Honor Guard Fund, Historic Preservation Fund, Recreation Department Facility Fees Fund and the Library Board Accounts.

Proprietary Funds

The Water and Wastewater Utilities were discussed in the Government-wide Analysis on pages xxii – xxiii.

The Health and Dental Protection Funds are Self-Funded employee insurance plans with a Third-Party Administrators. The funds maintained positive cash flow ending the year with a net position of \$1,534 million. This is an increase to the cash and cash equivalent balance of \$205,665, with an end of year cash balance of \$1,680,735, to be used for future expenditures. Employee contributions to the fund averaged 12% of premium cost. Changes in health care law may cause changes in the design and scope of the plan in the next couple years.

Agency Fund

The Village acts as an agent for property taxes collected on behalf of the other taxing units; The State of Wisconsin, Washington County, Germantown School District and Milwaukee Area Technical College. All of the Village's fiduciary activities are reported in the Statement of Assets and Liabilities – Agency Fund on page 15 and Statement of Changes in Assets and Liabilities – Agency Fund on page 84.

CAPITAL ASSETS AND DEBT

Capital Assets

As of December 31, 2017, the Village had \$140 million (net of accumulated depreciation) invested in a broad range of capital assets including buildings, police, fire and public works equipment, roads, bridges, and water and sewer lines. (See table below)

Significant Additions to Capital Assets in 2017

- Roads \$ 1,328,495
- Machinery & Equipment \$ 741,648
- Water & Sewer System \$ 2,884,534

Capital Assets (Net of accumulated depreciation) (in millions of dollars)

	Governmental Activities		Business-Type Activities	
	2017	2016	2017	2016
Construction in progress	\$ 0.0	\$ 0.1	0.1	0.1
Land	13.6	13.6	0.2	0.2
Buildings and improvements	8.5	8.5	3.1	3.3
Machinery and equipment	5.1	4.9	2.9	3.0
Infrastructure	49.0	49.5	57.8	56.0
Total Capital Assets	\$ 76.2	\$ 76.6	64.1	62.6

The Village's 2017 capital budgets anticipated a spending level of \$4.9 million for capital projects. The Village borrowed \$2.8 million to fund these expenditures and designated \$1.9 million from the water and sewer utilities. Cash on hand in other funds was also earmarked to make up the balance of the budget plus a cash contribution from a local business toward sewer system upgrades.

Additional Information about the Village's capital assets can be found in Note III.D beginning on page 35.

LONG-TERM DEBT

As of December 31, 2017, the outstanding debt for long-term general obligations, revenue bonds and safe drinking water loans totaled \$25.2 million. Principal paid on outstanding debt totaled \$3.95 million.

Village of Germantown's Outstanding Debt

	Governmental Activities		Business-Type Activities	
	2017	2016	2017	2016
General obligation debt	\$ 24,080,000	\$ 25,130,000	\$ -	\$ -
Revenue Bonds	-	-	1,114,042	1,211,390
Totals	\$ 24,080,000	\$ 25,130,000	\$ 1,114,042	\$ 1,211,390

In accordance with Wisconsin Statutes, total general obligation indebtedness of the Village may not exceed 5% of the equalized value of all taxable property within the Village's jurisdiction. The debt limit as of December 31, 2017 was \$128,873,995. Total General Obligation debt outstanding was \$24,080,000 or 18.7% of the limit. Moody's Investor Service has assigned an Aa2 Rating to the Village, with a Stable Outlook.

Long-term Debt Issued 2017

Date	Type of Debt	Amount
03/29/17	General Obligation Promissory Note	\$ 2,805,000
Uses		
	Public Safety Equipment & Building	578,125
	Storm Water/ Flooding Mitigation	350,000
	Roadway Design & Improvements	1,540,000
	Highway Trucks & Equipment	200,000
	Recreation	95,000
	Issuance Costs	41,875

Additional information about the Village's long-term obligations can be found in Note III.F, beginning on page 40 of this report.

Economic Factors and Next Year's Budgets and Rates

- > On March 5, 2018, the Village issued a \$2,795,000 General Obligation Promissory Note – Series 2018A with proceeds to be used for capital projects. The notes have a ten-year term with a true interest cost of 2.4855%.
- > On June 6, 2018, the Village issued a \$2,480,000 General Obligation Community Development bond, Series 2018B to be used for development in Tax Increment District No. 7. The bond will mature in 2033, with a true interest cost of 3.0764%.

- > Moody's Investors Service has maintained its rating of the Village at Aa2.

- > Staff additions for 2018 included two full-time Fire Fighter/EMT positions and one full -time Water Operator position.

- > The unemployment rate as of December 31, 2017, for Washington County, which includes the village, was 2.2%. This compares with an unemployment rate of 2.7% for the State of Wisconsin and a national unemployment rate of 4.4%.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the Village's finances and to show the Village's accountability for the money it receives. The Village of Germantown provides its Comprehensive Annual Financial Report on our web page (www.village.germantown.wi.us) under the Finance Department's Financial Reports Section. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, N112 W17001 Mequon Road, P.O. Box 337, Germantown, WI 53022. Finance Department staff can also be reached at 262-250-4700 or email: krath@village.germantown.wi.us.

VILLAGE OF GERMANTOWN

STATEMENT OF NET POSITION As of December 31, 2017

	Governmental Activities	Business-type Activities	Totals
ASSETS			
Cash and investments	\$ 13,622,913	\$ 8,761,712	\$ 22,384,625
Receivables (net)			
Taxes	14,010,751	-	14,010,751
Accounts receivable	569,485	2,509,669	3,079,154
Special assessments receivable	18,741	10,942	29,683
Accrued interest	23,276	20,796	44,072
Internal balances	569,196	(569,196)	-
Prepaid items	15,094	-	15,094
Restricted Assets			
Cash and investments	464,249	747,414	1,211,663
Accrued interest	1,022	801	1,823
Capital Assets			
Land	13,577,807	175,599	13,753,406
Construction in progress	44,188	107,144	151,332
Capital assets, net of depreciation	<u>62,571,919</u>	<u>63,820,452</u>	<u>126,392,371</u>
Total Assets	<u>105,488,641</u>	<u>75,585,333</u>	<u>181,073,974</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charge on refunding	125,945	-	125,945
Deferred outflows - pensions	<u>3,328,999</u>	<u>372,805</u>	<u>3,701,804</u>
Total Deferred Outflows of Resources	<u>3,454,944</u>	<u>372,805</u>	<u>3,827,749</u>
LIABILITIES			
Accounts payable and accrued expenses	1,366,228	707,353	2,073,581
Accrued interest payable	211,416	4,442	215,858
Noncurrent Liabilities			
Due within one year	3,956,342	100,201	4,056,543
Due in more than one year	<u>21,892,108</u>	<u>1,153,530</u>	<u>23,045,638</u>
Total Liabilities	<u>27,426,094</u>	<u>1,965,526</u>	<u>29,391,620</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred revenues	13,932,624	-	13,932,624
Deferred inflows - pensions	<u>1,353,961</u>	<u>153,415</u>	<u>1,507,376</u>
Total Deferred Inflows of Resources	<u>15,286,585</u>	<u>153,415</u>	<u>15,440,000</u>
NET POSITION			
Net investment in capital assets	61,320,322	62,989,153	122,530,058
Restricted for			
Impact fees	465,271	258,408	723,679
Library	115,892	-	115,892
Debt service	-	168,888	168,888
Equipment replacement	-	316,477	316,477
TIF purposes	3,188,461	-	3,188,461
Unrestricted	<u>1,140,960</u>	<u>10,106,271</u>	<u>13,026,648</u>
TOTAL NET POSITION	<u>\$ 66,230,906</u>	<u>\$ 73,839,197</u>	<u>\$140,070,103</u>

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

STATEMENT OF ACTIVITIES For the Year Ended December 31, 2017

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities				
General government	\$ 1,938,952	\$ 311,761	\$ -	\$ -
Public safety	7,676,429	1,275,353	216,977	104,224
Public works	6,116,561	252,721	1,021,069	286,251
Culture, education and recreation	3,026,746	1,142,084	338,445	185,614
Conservation and development	857,765	18,571	-	-
Interest and fiscal charges	616,440	-	-	-
Total Governmental Activities	<u>20,232,893</u>	<u>3,000,490</u>	<u>1,576,491</u>	<u>576,089</u>
Business-type Activities				
Water	2,038,214	2,298,602	-	735,416
Sewer	<u>6,357,603</u>	<u>6,748,881</u>	-	<u>1,886,653</u>
Total Business-type Activities	<u>8,395,817</u>	<u>9,047,483</u>	-	<u>2,622,069</u>
Totals	<u>\$ 28,628,710</u>	<u>\$ 12,047,973</u>	<u>\$ 1,576,491</u>	<u>\$ 3,198,158</u>

General Revenues

Taxes

Property taxes, levied for general purposes

Property taxes, levied for debt service

Property taxes, tax increment

Other taxes

Intergovernmental revenues not restricted to specific programs

Investment income

Miscellaneous

Total General Revenues

Transfers

Change in net position

NET POSITION - Beginning of Year

NET POSITION - END OF YEAR

See accompanying notes to financial statements.

Net (Expenses) Revenues and Changes in Net Position

<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Totals</u>
\$ (1,627,191)	\$ -	\$ (1,627,191)
(6,079,875)	-	(6,079,875)
(4,556,520)	-	(4,556,520)
(1,360,603)	-	(1,360,603)
(839,194)	-	(839,194)
(616,440)	-	(616,440)
<u>(15,079,823)</u>	<u>-</u>	<u>(15,079,823)</u>
-	995,804	995,804
-	<u>2,277,931</u>	<u>2,277,931</u>
-	<u>3,273,735</u>	<u>3,273,735</u>
<u>(15,079,823)</u>	<u>3,273,735</u>	<u>(11,806,088)</u>
9,420,153	-	9,420,153
2,458,128	-	2,458,128
1,738,887	-	1,738,887
451,639	-	451,639
1,048,796	-	1,048,796
140,275	72,534	212,809
<u>289,740</u>	<u>38,333</u>	<u>328,073</u>
<u>15,547,618</u>	<u>110,867</u>	<u>15,658,485</u>
<u>551,794</u>	<u>(551,794)</u>	<u>-</u>
1,019,589	2,832,808	3,852,397
<u>65,211,317</u>	<u>71,006,389</u>	<u>136,217,706</u>
<u>\$ 66,230,906</u>	<u>\$ 73,839,197</u>	<u>\$ 140,070,103</u>

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

BALANCE SHEET GOVERNMENTAL FUNDS As of December 31, 2017

	General Fund	Debt Service Fund	General Capital Projects	TID No. 4 Capital Projects Fund
ASSETS				
Cash and investments	\$ 4,420,101	\$ 138,303	\$ 3,732,032	\$ 3,079,253
Receivables				
Taxes	9,510,238	2,706,950	-	1,725,633
Special assessments	18,741	-	-	-
Accounts	568,183	-	-	-
Delinquent taxes	64,428	-	-	-
Accrued interest	8,699	-	2,971	8,072
Due from other funds	2,117,576	-	-	-
Prepaid items	15,094	-	-	-
Restricted Assets				
Cash and investments	-	-	-	-
Accrued interest	-	-	-	-
TOTAL ASSETS	<u>\$ 16,723,060</u>	<u>\$ 2,845,253</u>	<u>\$ 3,735,003</u>	<u>\$ 4,812,958</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 398,764	\$ -	\$ 222,020	\$ 1,794
Accrued liabilities	555,771	-	-	-
Due to other governments	477	-	-	-
Due to other funds	<u>20,587</u>	<u>-</u>	<u>1,218,653</u>	<u>2,056</u>
Total Liabilities	<u>975,599</u>	<u>-</u>	<u>1,440,673</u>	<u>3,850</u>
Deferred Inflows of Resources				
Unearned revenue	9,496,539	2,706,950	-	1,725,633
Unavailable revenues	<u>98,004</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Deferred Inflows of Resources	<u>9,594,543</u>	<u>2,706,950</u>	<u>-</u>	<u>1,725,633</u>
Fund Balances				
Nonspendable	15,094	-	-	-
Restricted	-	138,303	1,191,097	3,083,475
Committed	-	-	-	-
Assigned	962,175	-	1,103,233	-
Unassigned (deficit)	<u>5,175,649</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Fund Balances	<u>6,152,918</u>	<u>138,303</u>	<u>2,294,330</u>	<u>3,083,475</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 16,723,060</u>	<u>\$ 2,845,253</u>	<u>\$ 3,735,003</u>	<u>\$ 4,812,958</u>

See accompanying notes to financial statements.

Nonmajor Governmental Funds	Totals
\$ 572,489	\$ 11,942,178
3,502	13,946,323
-	18,741
-	568,183
-	64,428
658	20,400
-	2,117,576
-	15,094
464,249	464,249
<u>1,022</u>	<u>1,022</u>
<u>\$ 1,041,920</u>	<u>\$ 29,158,194</u>

\$ 36,168	\$ 658,746
400	556,171
-	477
<u>96,929</u>	<u>1,338,225</u>
<u>133,497</u>	<u>2,553,619</u>

3,502	13,932,624
-	98,004
<u>3,502</u>	<u>14,030,628</u>

-	15,094
686,149	5,099,024
240,085	240,085
-	2,065,408
<u>(21,313)</u>	<u>5,154,336</u>
<u>904,921</u>	<u>12,573,947</u>

<u>\$ 1,041,920</u>	<u>\$ 29,158,194</u>
---------------------	----------------------

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION As of December 31, 2017

Total Fund Balances - Governmental Funds	\$ 12,573,947
--	---------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental funds are not financial resources and, therefore, are not reported in the funds.

Land	13,577,807
Construction in progress	44,188
Other capital assets, net of accumulated depreciation	62,571,919

Some receivables that are not currently available are reported as unavailable revenues in the fund financial statements but are recognized as revenue when earned in the government-wide statements.	98,004
--	--------

The net pension liability does not relate to current financial resources and is not reported in the governmental funds.	(432,434)
---	-----------

Deferred outflows of resources related to pensions do not relate to current financial resources and are not reported in the governmental funds.	3,328,999
---	-----------

Deferred inflows of resources related to pensions do not relate to current financial resources and are not reported in the governmental funds.	(1,353,961)
--	-------------

Internal service funds are reported in the statement of net position as governmental activities.	1,534,079
--	-----------

Internal service fund internal receivable between governmental and business-type activities.	(210,155)
--	-----------

Some liabilities, including long-term debt, are not due and payable in the current period and, therefore, are not reported in the funds.

Bonds and notes payable	(24,080,000)
Capital leases	(31,919)
Compensated absences	(753,049)
Accrued interest	(211,416)
Unamortized debt discount/premium	(551,048)
Unamortized loss on refunding	125,945

NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 66,230,906</u>
--	-----------------------------

VILLAGE OF GERMANTOWN

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

For the Year Ended December 31, 2017

	General Fund	Debt Service Fund	General Capital Projects	TID No. 4 Capital Projects Fund
REVENUES				
Taxes	\$ 9,849,666	\$ 2,458,128	\$ -	\$ 1,738,030
Special assessments	4,685	-	-	-
Intergovernmental	2,303,300	-	46,587	122,360
Regulation and compliance	1,106,195	-	-	-
Public charges for services	1,793,432	-	-	-
Investment income	63,636	1,835	31,306	24,369
Miscellaneous	126,045	-	37,931	7,986
Total Revenues	<u>15,246,959</u>	<u>2,459,963</u>	<u>115,824</u>	<u>1,892,745</u>
EXPENDITURES				
Current				
General government	1,569,231	-	-	-
Public safety	6,556,041	-	-	-
Public works	3,495,816	-	-	-
Culture and recreation	2,615,688	-	-	-
Conservation and development	208,277	-	-	187,123
Capital Outlay	501,937	-	2,454,184	9,739
Debt Service				
Principal	-	3,855,000	-	-
Interest and fiscal charges	-	595,302	-	-
Debt issuance costs	-	-	54,801	-
Total Expenditures	<u>14,946,990</u>	<u>4,450,302</u>	<u>2,508,985</u>	<u>196,862</u>
Excess (deficiency) of revenues over expenditures	<u>299,969</u>	<u>(1,990,339)</u>	<u>(2,393,161)</u>	<u>1,695,883</u>
OTHER FINANCING SOURCES (USES)				
Issuance of general obligation notes	-	-	2,805,000	-
Premium on long-term debt	-	-	54,900	-
Transfers in	551,794	2,035,573	37,388	-
Transfers out	(16,243)	-	(386,960)	(1,451,900)
Total Other Financing Sources (Uses)	<u>535,551</u>	<u>2,035,573</u>	<u>2,510,328</u>	<u>(1,451,900)</u>
Net Change in Fund Balances	835,520	45,234	117,167	243,983
FUND BALANCES - Beginning of Year	<u>5,317,398</u>	<u>93,069</u>	<u>2,177,163</u>	<u>2,839,492</u>
FUND BALANCES - END OF YEAR	<u><u>\$ 6,152,918</u></u>	<u><u>\$ 138,303</u></u>	<u><u>\$ 2,294,330</u></u>	<u><u>\$ 3,083,475</u></u>

See accompanying notes to financial statements.

Nonmajor Governmental Funds	Totals
\$ 857	\$ 14,046,681
-	4,685
-	2,472,247
-	1,106,195
325,536	2,118,968
7,971	129,117
<u>134,501</u>	<u>306,463</u>
<u>468,865</u>	<u>20,184,356</u>
-	1,569,231
29,258	6,585,299
-	3,495,816
27,102	2,642,790
36,309	431,709
200,447	3,166,307
-	3,855,000
-	595,302
-	<u>54,801</u>
<u>293,116</u>	<u>22,396,255</u>
<u>175,749</u>	<u>(2,211,899)</u>
-	2,805,000
-	54,900
16,243	2,640,998
<u>(234,101)</u>	<u>(2,089,204)</u>
<u>(217,858)</u>	<u>3,411,694</u>
(42,109)	1,199,795
<u>947,030</u>	<u>11,374,152</u>
<u>\$ 904,921</u>	<u>\$ 12,573,947</u>

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES For the Year Ended December 31, 2017

Net change in fund balances - total governmental funds	\$ 1,199,795
--	--------------

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of net position, the cost of these assets is capitalized and they are depreciated over their estimated useful lives and reported as depreciation expense in the statement of activities.

Capital outlay is reported as an expenditure in the fund financial statements but is capitalized in the government-wide financial statements	3,166,307
Some items reported as capital outlay were not capitalized	(694,303)
Depreciation is reported in the government-wide financial statements	(2,743,018)
Net book value of assets retired	(423,577)

Contributed capital assets are reported as revenues in the government-wide financial statements.	286,439
--	---------

Net book value of TIF land held for resale that was sold.	(295,572)
---	-----------

Receivables not currently available are reported as revenue when collected or currently available in the fund financial statements but are recognized as revenue when earned in the government-wide financial statements.

Special assessments	(4,873)
Delinquent taxes	23,250
Miscellaneous recreation receivables	2,736

Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Debt issued	(2,805,000)
Principal repaid	3,855,000
Capital lease repaid	34,014

Governmental funds report debt premiums and discounts as other financing sources (uses) or expenditures. However, in the statement of net position, these are reported as additions to or deductions from long-term debt. These are allocated over the period the debt is outstanding in the statement of activities and are reported as interest expense.

Premium on debt issued	(54,900)
Amortization of debt discount/premium	58,880
Amortization of loss on refunding	(39,915)

Some expenses in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

Compensated absences	(1,239)
Accrued interest on debt	14,698
Net pension liability	438,254
Deferred outflows of resources related to pensions	(1,526,842)
Deferred inflows of resources related to pensions	478,388

Internal service funds are used by management to charge self insurance costs to individual funds. The change in net position of the internal service fund reported with governmental activities

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 1,019,589</u>
--	----------------------------

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

STATEMENT OF NET POSITION PROPRIETARY FUNDS As of December 31, 2017

	<u>Business-type Activities - Enterprise Funds</u>			<u>Governmental Activities - Internal Service Funds</u>
	<u>Water Utility</u>	<u>Sewer Utility</u>	<u>Totals</u>	
ASSETS				
Current Assets				
Cash and investments	\$ 2,237,405	\$ 6,111,609	\$ 8,349,014	\$ 1,680,735
Accounts receivable	478,599	2,031,070	2,509,669	1,302
Accrued interest	5,721	15,075	20,796	2,876
Due from other funds	84,585	-	84,585	-
Restricted Assets				
Redemption account	32,740	-	32,740	-
Total Current Assets	<u>2,839,050</u>	<u>8,157,754</u>	<u>10,996,804</u>	<u>1,684,913</u>
Noncurrent Assets				
Restricted Assets				
Reserve account	90,000	-	90,000	-
Depreciation account	50,590	-	50,590	-
Replacement account	-	316,477	316,477	-
Impact fee account	257,607	-	257,607	-
Accrued interest	801	-	801	-
Capital Assets				
Plant in service	41,227,799	49,607,364	90,835,163	-
Land	140,450	35,149	175,599	-
Construction in progress	107,144	-	107,144	-
Less: Accumulated depreciation	(12,062,504)	(14,952,207)	(27,014,711)	-
Other Assets				
Vehicle replacement account	-	412,698	412,698	-
Special assessments receivable	10,942	-	10,942	-
Total Noncurrent Assets	<u>29,822,829</u>	<u>35,419,481</u>	<u>65,242,310</u>	<u>-</u>
Total Assets	<u>32,661,879</u>	<u>43,577,235</u>	<u>76,239,114</u>	<u>1,684,913</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows - pensions	<u>193,107</u>	<u>179,698</u>	<u>372,805</u>	<u>-</u>
Total Deferred Outflows of Resources	<u>193,107</u>	<u>179,698</u>	<u>372,805</u>	<u>-</u>

See accompanying notes to financial statements.

	<u>Business-type Activities - Enterprise Funds</u>			Governmental Activities - Internal Service Funds
	<u>Water Utility</u>	<u>Sewer Utility</u>	<u>Totals</u>	
LIABILITIES				
Current Liabilities				
Accounts payable	\$ 154,175	\$ 531,436	\$ 685,611	\$ 150,834
Due to other funds	551,794	312,142	863,936	-
Accrued wages	11,390	10,352	21,742	-
Current portion of compensated absences	743	1,113	1,856	-
Current liabilities payable from restricted assets				
Current portion of revenue bonds	98,345	-	98,345	-
Accrued interest payable	<u>4,442</u>	<u>-</u>	<u>4,442</u>	<u>-</u>
Total Current Liabilities	<u>820,889</u>	<u>855,043</u>	<u>1,675,932</u>	<u>150,834</u>
Noncurrent Liabilities				
Long-Term Debt				
Revenue bonds	1,015,697	-	1,015,697	-
Other Liabilities				
Compensated absences	36,409	54,552	90,961	-
Net pension liability	<u>24,562</u>	<u>22,310</u>	<u>46,872</u>	<u>-</u>
Total Noncurrent Liabilities	<u>1,076,668</u>	<u>76,862</u>	<u>1,153,530</u>	<u>-</u>
Total Liabilities	<u>1,897,557</u>	<u>931,905</u>	<u>2,829,462</u>	<u>150,834</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources	<u>79,211</u>	<u>74,204</u>	<u>153,415</u>	<u>-</u>
Total Deferred Inflows of Resources	<u>79,211</u>	<u>74,204</u>	<u>153,415</u>	<u>-</u>
NET POSITION				
Net investment in capital assets	28,298,847	34,690,306	62,989,153	-
Restricted for				
Impact fees	258,408	-	258,408	-
Debt service	168,888	-	168,888	-
Equipment replacement	-	316,477	316,477	-
Unrestricted	<u>2,152,075</u>	<u>7,744,041</u>	<u>9,896,116</u>	<u>1,534,079</u>
TOTAL NET POSITION	<u>\$ 30,878,218</u>	<u>\$ 42,750,824</u>	73,629,042	<u>\$ 1,534,079</u>
Adjustments to reflect the consolidation of internal service funds activities related to enterprise funds.			<u>210,155</u>	
NET POSITION BUSINESS-TYPE ACTIVITIES			<u>\$ 73,839,197</u>	

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION PROPRIETARY FUNDS For the Year Ended December 31, 2017

	<u>Business-type Activities - Enterprise Funds</u>			Governmental Activities - Internal Service Funds
	<u>Water Utility</u>	<u>Sewer Utility</u>	<u>Totals</u>	
OPERATING REVENUES				
Charges for services	\$ -	\$ 6,708,798	\$ 6,708,798	\$ -
Sale of water	2,243,893	-	2,243,893	-
Other	54,709	40,083	94,792	1,668,005
Total Operating Revenues	<u>2,298,602</u>	<u>6,748,881</u>	<u>9,047,483</u>	<u>1,668,005</u>
OPERATING EXPENSES				
Operation and maintenance	1,177,808	5,711,038	6,888,846	1,620,922
Depreciation	822,144	649,244	1,471,388	-
Total Operating Expenses	<u>1,999,952</u>	<u>6,360,282</u>	<u>8,360,234</u>	<u>1,620,922</u>
Operating Income	<u>298,650</u>	<u>388,599</u>	<u>687,249</u>	<u>47,083</u>
NONOPERATING REVENUES (EXPENSES)				
Investment income	23,632	48,902	72,534	10,034
Miscellaneous revenues	35,116	3,217	38,333	-
Interest expense	(41,633)	-	(41,633)	-
Total Nonoperating Revenues (Expenses)	<u>17,115</u>	<u>52,119</u>	<u>69,234</u>	<u>10,034</u>
Income Before Contributions and Transfers	<u>315,765</u>	<u>440,718</u>	<u>756,483</u>	<u>57,117</u>
CONTRIBUTIONS AND TRANSFERS				
Capital contributions	735,416	1,886,653	2,622,069	-
Transfers out - tax equivalent	(551,794)	-	(551,794)	-
Total Contributions and Transfers	<u>183,622</u>	<u>1,886,653</u>	<u>2,070,275</u>	<u>-</u>
Change in Net Position	<u>499,387</u>	<u>2,327,371</u>	<u>2,826,758</u>	<u>57,117</u>
NET POSITION - Beginning of Year	<u>30,378,831</u>	<u>40,423,453</u>	<u>70,802,284</u>	<u>1,476,962</u>
NET POSITION- END OF YEAR	<u><u>\$ 30,878,218</u></u>	<u><u>\$ 42,750,824</u></u>	<u>73,629,042</u>	<u><u>\$ 1,534,079</u></u>
Change in Net Position of Proprietary Funds			2,826,758	
Adjustment to reflect the consolidation of internal service funds activities related to enterprise funds			<u>6,050</u>	
CHANGE IN NET POSITION OF BUSINESS-TYPE ACTIVITIES			<u><u>\$ 2,832,808</u></u>	

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

STATEMENT OF CASH FLOWS PROPRIETARY FUNDS For the Year Ended December 31, 2017

	<u>Business-type Activities - Enterprise Funds</u>			<u>Governmental Activities - Internal Service Funds</u>
	<u>Water Utility</u>	<u>Sewer Utility</u>	<u>Totals</u>	
CASH FLOWS FROM OPERATING ACTIVITIES				
Received from customers	\$ 1,847,641	\$ 6,651,944	\$ 8,499,585	\$ -
Received from other funds for services	537,429	-	537,429	1,676,158
Paid to suppliers for goods and services	(665,211)	(5,027,628)	(5,692,839)	(1,479,010)
Paid to employees for services	<u>(449,514)</u>	<u>(426,719)</u>	<u>(876,233)</u>	<u>-</u>
Net Cash Flows From Operating Activities	<u>1,270,345</u>	<u>1,197,597</u>	<u>2,467,942</u>	<u>197,148</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Investment income	22,403	44,004	66,407	8,517
Investments purchased	(589,298)	(871,578)	(1,460,876)	-
Investments sold and matured	<u>508,995</u>	<u>470,883</u>	<u>979,878</u>	<u>-</u>
Net Cash Flows From Investing Activities	<u>(57,900)</u>	<u>(356,691)</u>	<u>(414,591)</u>	<u>8,517</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Paid to municipality for tax equivalent	<u>(513,500)</u>	<u>-</u>	<u>(513,500)</u>	<u>-</u>
Net Cash Flows From Noncapital Financing Activities	<u>(513,500)</u>	<u>-</u>	<u>(513,500)</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(1,004,145)	(867,423)	(1,871,568)	-
Capital contributions received	144,652	894,062	1,038,714	-
Special assessments received	3,687	-	3,687	-
Debt retired	(97,348)	-	(97,348)	-
Interest paid	<u>(42,004)</u>	<u>-</u>	<u>(42,004)</u>	<u>-</u>
Net Cash Flows From Capital and Related Financing Activities	<u>(995,158)</u>	<u>26,639</u>	<u>(968,519)</u>	<u>-</u>
Net Change in Cash and Cash Equivalents	(296,213)	867,545	571,332	205,665
CASH AND CASH EQUIVALENTS - Beginning of Year	<u>1,048,884</u>	<u>2,823,465</u>	<u>3,872,349</u>	<u>1,475,070</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 752,671</u>	<u>\$ 3,691,010</u>	<u>\$ 4,443,681</u>	<u>\$ 1,680,735</u>

See accompanying notes to financial statements.

	<u>Business-type Activities - Enterprise Funds</u>			<u>Governmental Activities - Internal Service Funds</u>
	<u>Water Utility</u>	<u>Sewer Utility</u>	<u>Totals</u>	
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES				
Operating income	\$ 298,650	\$ 388,599	\$ 687,249	\$ 47,083
Nonoperating revenue	35,116	3,217	38,333	-
Adjustments to Reconcile Operating Income to Net Cash Flows From Operating Activities				
Depreciation	822,144	649,244	1,471,388	-
Depreciation charged to other funds	44,032	-	44,032	-
Changes in assets, deferred inflows/outflows of resources, and liabilities				
Accounts receivable	26,158	(104,427)	(78,269)	8,153
Due from other funds	(18,838)	4,273	(14,565)	-
Accounts payable	43,286	(31,596)	11,690	141,912
Due to other funds	(42)	252,343	252,301	-
Other current liabilities	(350)	709	359	-
Accrued sick leave	(13,303)	6,568	(6,735)	-
Pension related deferrals and liabilities	<u>33,492</u>	<u>28,667</u>	<u>62,159</u>	<u>-</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>\$ 1,270,345</u>	<u>\$ 1,197,597</u>	<u>\$ 2,467,942</u>	<u>\$ 197,148</u>
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION - PROPRIETARY FUNDS				
Cash and investments	\$ 2,237,405	\$ 6,111,609	\$ 8,349,014	\$ 1,680,735
Restricted cash and investments	430,937	316,477	747,414	-
Vehicle replacement account	-	412,698	412,698	-
Total Cash and Investments	2,668,342	6,840,784	9,509,126	1,680,735
Less: Noncash equivalents	<u>(1,915,671)</u>	<u>(3,149,774)</u>	<u>(5,065,445)</u>	<u>-</u>
CASH AND CASH EQUIVALENTS	<u>\$ 752,671</u>	<u>\$ 3,691,010</u>	<u>\$ 4,443,681</u>	<u>\$ 1,680,735</u>
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
Developer financed additions to utility plant	<u>\$ 590,764</u>	<u>\$ 992,591</u>		

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

STATEMENT OF ASSETS AND LIABILITIES AGENCY FUND As of December 31, 2017

	<u>Agency Fund</u> <u>Tax Collection</u> <u>Fund</u>
ASSETS	
Cash and investments	\$ 21,041,340
Taxes receivable	<u>10,394,570</u>
TOTAL ASSETS	<u><u>\$ 31,435,910</u></u>
LIABILITIES	
Accounts payable	\$ 54,275
Due to other governments	<u>31,381,635</u>
TOTAL LIABILITIES	<u><u>\$ 31,435,910</u></u>

See accompanying notes to financial statements.

VILLAGE OF GERMANTOWN

INDEX TO NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2017

NOTE	Page
I Summary of Significant Accounting Policies	17
A. Reporting Entity	17
B. Government-Wide and Fund Financial Statements	17
C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation	20
D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity	21
1. Deposits and Investments	21
2. Receivables	23
3. Prepaid Items	23
4. Restricted Assets	23
5. Capital Assets	24
6. Other Assets	24
7. Deferred Outflows of Resources	25
8. Compensated Absences	25
9. Long-Term Obligations/Conduit Debt	25
10. Deferred Inflows of Resources	26
11. Equity Classifications	27
12. Pension	29
13. Basis for Existing Rates	29
II Stewardship, Compliance, and Accountability	29
A. Budgetary Information	29
B. Excess Expenditures and Other Financing Uses Over Appropriations	30
C. Limitations on the Village's Tax Levy	30
III Detailed Notes on All Funds	31
A. Deposits and Investments	31
B. Receivables	34
C. Restricted Assets	34
D. Capital Assets	35
E. Interfund Receivables/Payables and Transfers	38
F. Long-Term Obligations	40
G. Lease Disclosures	44
H. Net Position/Fund Balances	45
IV Other Information	47
A. Employees' Retirement System	47
B. Risk Management	53
C. Commitments and Contingencies	54
D. Subsequent Events	54
E. Tax Abatement	55
F. Effect of New Accounting Standards on Current-Period Financial Statements	55

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS As of and for the Year Ended December 31, 2017

NOTE I - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Village of Germantown, Wisconsin conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB).

A. REPORTING ENTITY

This report includes all of the funds of the village. The reporting entity for the village consists of the primary government and its component units. Component units are legally separate organizations for which the primary government is financially accountable or other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading. The village has not identified any organizations that meet this criteria.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the reporting government as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The village does not allocate indirect expenses to functions in the statement of activities. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included among program revenues are reported as general revenues. Internally dedicated resources are reported as general revenues rather than as program revenues.

Fund Financial Statements

Financial statements of the village are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts, which constitute its assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position/fund balance, revenues, and expenditures/expenses.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (cont.)

Fund Financial Statements (cont.)

Funds are organized as major funds or nonmajor funds within the governmental and proprietary statements. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the village or meets the following criteria:

- Total assets/deferred outflows of resources, liabilities/deferred inflows of resources, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10% of the corresponding total for all funds of that category or type; and
- The same element of the individual governmental or enterprise fund that met the 10% test is at least 5% of the corresponding total for all governmental and enterprise funds combined.
- In addition, any other governmental or enterprise fund that the village believes is particularly important to financial statement users may be reported as a major fund.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The village reports the following major governmental funds:

General Fund - accounts for the village's primary operating activities. It is used to account for and report all financial resources except those accounted for and reported in another fund.
Debt Service Fund - used to account for and report financial resources that are restricted, committed, or assigned to expenditure for the payment of general long-term debt principal, interest, and related costs, other than TID or enterprise debt.
General Capital Projects Fund - used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets for the capital projects program.
Tax Incremental District (TID) No. 4 Capital Projects Fund - used to account for and report financial resources that are restricted, committed, or assigned to expenditures outlined in the TID project plan.

The village reports the following major enterprise funds:

Water Utility - accounts for operations of the water system
Sewer Utility - accounts for operations of the sewer system

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (cont.)

Fund Financial Statements (cont.)

The village reports the following nonmajor governmental funds:

Special Revenue Funds - used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes (other than debt service or capital projects).

Police Impact Fee Fund	Fire Impact Fee Fund
Library Impact Fee Fund	Park and Recreation Impact Fee Fund
Senior Van Replacement Fund	Police Asset Forfeiture Fund
Police Canine Fund	Historic Preservation Fund
Library Fund	Facility Fees Fund
Police Honor Guard Fund	

Capital Projects Funds - used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Tax Incremental District (TID) No. 6	Tax Incremental District (TID) No. 7
--------------------------------------	--------------------------------------

In addition, the village reports the following fund types:

Internal Service Funds - used to account for and report the financing of goods or services provided by one department or agency to other departments or agencies of the village, or to other governmental units, on a cost-reimbursement basis.

Health Insurance Fund
Dental Insurance Fund

Agency Fund - used to account for and report assets held by the village in a trustee capacity or as an agent for individuals, private organizations, and/or other governmental units.

Tax Collection Fund

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

Government-Wide Financial Statements

The government-wide statement of net position and statement of activities are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Property taxes are recognized as revenues in the year for which they are levied. Taxes receivable for the following year are recorded as receivables and deferred inflows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider are met. Special assessments are recorded as revenue when earned. Unbilled receivables are recorded as revenues when services are provided.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the village's water and sewer utilities and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recorded when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on long-term debt, claims, judgments, compensated absences, and pension expenditures, which are recorded as a fund liability when expected to be paid with expendable available financial resources.

Property taxes are recorded in the year levied as receivables and deferred inflows. They are recognized as revenues in the succeeding year when services financed by the levy are being provided.

Intergovernmental aids and grants are recognized as revenues in the period the village is entitled the resources and the amounts are available. Amounts owed to the village which are not available are recorded as receivables and unavailable revenues. Amounts received before eligibility requirements (excluding time requirements) are met are recorded as liabilities. Amounts received in advance of meeting time requirements are recorded as deferred inflows.

Special assessments are recorded as revenues when they become measurable and available as current assets. Annual installments due in future years are reflected as receivables and unavailable revenues.

Revenues susceptible to accrual include property taxes, miscellaneous taxes, public charges for services, special assessments and interest. Other general revenues such as fines and forfeitures, inspection fees, recreation fees, and miscellaneous revenues are recognized when received in cash or when measurable and available under the criteria described above.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (cont.)

Fund Financial Statements (cont.)

Proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as described previously in this note. Agency funds follow the accrual basis of accounting, and do not have a measurement focus.

The proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer funds are charges to customers for sales and services. Special assessments are recorded as receivables and contribution revenue when levied. Operating expenses for proprietary funds include the cost of sales and services; administrative expenses; and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

All Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY

1. Deposits and Investments

For purposes of the statement of cash flows, the village considers all highly liquid investments with an initial maturity of three months or less when acquired to be cash equivalents.

Investment of village funds is restricted by Wisconsin state statutes. Available investments are limited to:

- Time deposits in any credit union, bank, savings bank or trust company maturing in three years or less.
- Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the state. Also, bonds issued by a local exposition district, a local professional baseball park district, a local professional football stadium district, a local cultural arts district, the University of Wisconsin Hospitals and Clinics Authority, or the Wisconsin Aerospace Authority.
- Bonds or securities issued or guaranteed by the federal government.
- The local government investment pool.
- Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE I - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

1. Deposits and Investments (cont.)

- f. Securities of an open-end management investment company or investment trust, subject to various conditions and investment options.
- g. Repurchase agreements with public depositories, with certain conditions.

The village has adopted an investment policy. That policy follows the state statute for allowable investments.

The village's investment policy allows for demand deposits and certificates of deposit at several designated depositories without restriction as to amount of deposit or collateralization. For other financial institutions, the policy limits certificates of deposit to \$500,000 unless collateralized with certain investments. All governmental bonds and securities purchased as collateral must be placed in a segregated account in the village's name.

The investment policy addresses credit risk and concentration of credit risk by limiting investments to the types of securities listed in the policy, which follows state statutes. The village will pre-quality financial institutions, brokers/dealers, intermediaries, and advisors before doing business with them. In addition, the village's investment portfolio will be diversified so that the impact of potential losses from any one type of security or from anyone individual issuer will be minimized.

The village's investment policy also addresses interest rate risk by requiring investment in securities that mature to meet cash flow requirements, funds that are primarily made up of shorter-term securities, money market mutual funds, or similar investment pools, and limiting weighted average maturity of portfolios to three years.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on methods and inputs as outlined in Note III. A. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Investment income on commingled investments of municipal accounting funds is allocated based on average balances. The difference between the bank statement balance and carrying value is due to outstanding checks and/or deposits in transit.

The Wisconsin Local Government Investment Pool (LGIP) is part of the State Investment Fund (SIF), and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission, but operates under the statutory authority of Wisconsin Chapter 25. The SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice. At December 31, 2017, the fair value of the village's share of the LGIP's assets was substantially equal to the amount as reported in these statements.

See Note III. A. for further information.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE I - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

2. Receivables

Property taxes are levied in December on the assessed value as of the prior January 1. In addition to property taxes for the village, taxes are collected for and remitted to the state and county governments as well as the local school district and technical college district. Taxes for all state and local governmental units billed in the current year for the succeeding year are reflected as receivables and due to other taxing units on the accompanying statement of assets and liabilities - fiduciary fund.

Property tax calendar - 2017 tax roll:

Lien date and levy date	December 2017
Tax bills mailed	December 2017
Payment in full, or	January 31, 2018
First installment due	January 31, 2018
Second installment due	July 31, 2018
Personal property taxes in full	January 31, 2018
Tax sale - 2017 delinquent real estate taxes	October 2020

Accounts receivable have been shown net of an allowance for uncollectible accounts. Delinquent real estate taxes as of July 31 are paid in full by the county, which assumes the collection thereof. No provision for uncollectible accounts receivable has been made for the water and sewer utilities because they have the right by law to place substantially all delinquent bills on the tax roll, and other delinquent bills are generally not significant.

During the course of operations, transactions occur between individual funds that may result in amounts owed between funds. Short-term interfund loans are reported as "due to and from other funds." Long-term interfund loans (noncurrent portion) are reported as "advances from and to other funds." Interfund receivables and payables between funds within governmental activities are eliminated in the statement of net position. Any residual balances outstanding between the governmental activities and business-type activities are reported in the governmental-wide financial statements as internal balances.

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded using the consumption method of accounting.

4. Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified. The excess of restricted assets over current liabilities payable from restricted assets will be used first for retirement of related long-term debt. The remainder, if generated from earnings, is shown as restricted net position.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

5. Capital Assets

Government-Wide Statements

Capital assets, which include property, plant and equipment, are reported in the government-wide financial statements. Capital assets are defined by the government as assets with an initial cost of more than \$5,000 for general capital assets and \$25,000 for infrastructure assets, and an estimated useful life in excess of one year. All capital assets are valued at historical cost, or estimated historical cost if actual amounts are unavailable. Donated capital assets are recorded at their estimated acquisition value at the date of donation.

Additions to and replacements of capital assets of business-type activities are recorded at original cost, which includes material, labor, overhead, and an allowance for the cost of funds used during construction when significant. For tax-exempt debt, the amount of interest capitalized equals the interest expense incurred during construction netted against any interest revenue from temporary investment of borrowed fund proceeds. No interest was capitalized during the current year. The cost of renewals and betterments relating to retirement units is added to plant accounts. The cost of property replaced, retired or otherwise disposed of, is deducted from plant accounts and, generally, together with removal costs less salvage, is charged to accumulated depreciation.

Depreciation and amortization of all exhaustible capital assets is recorded as an allocated expense in the statement of activities, with accumulated depreciation and amortization reflected in the statement of net position. Depreciation and amortization is provided over the assets' estimated useful lives using the straight-line method. The range of estimated useful lives by type of asset is as follows:

Buildings	40 - 50 Years
Land Improvements	25 Years
Machinery and Equipment	5 - 20 Years
Utility System	20 - 100 Years
Infrastructure	20 - 40 Years

Fund Financial Statements

In the fund financial statements, capital assets used in governmental fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition. Capital assets used in proprietary fund operations are accounted for the same way as in the government-wide statements.

6. Other Assets

In the government-wide financial statements, the cost of tax incremental district land held for resale is reported as an asset with increases and decreases for purchases and sales. All land was sold as of December 31, 2017.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

7. Deferred Outflows of Resources

A deferred outflow of resources represents a consumption of net position/fund balance that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until that future time.

A deferred charge on refunding arises from the advance refunding of debt. The difference between the cost of the securities placed in trust for future payments of the refunded debt and the net carrying value of that debt is deferred and amortized as a component of interest expense over the shorter of the term of the refunding issue or the original term of the refunded debt. The unamortized amount is reported as a deferred outflow of resources in the government-wide and proprietary fund financial statements.

8. Compensated Absences

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Only benefits considered to be vested are disclosed in these statements.

All vested vacation and sick leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements, and are payable with expendable resources.

Employees who retire and are eligible to draw a Wisconsin Retirement Annuity will have 50%, or other collectively bargained percentage, of their unused accumulated sick leave converted into dollars at the time of their retirement and forwarded to ICMA Retirement Corporation to open a VantageCare Retirement Health Savings Plan (RHS). The RHS is a tax-advantaged investment plan dedicated to funding health care costs. The employee has ownership of the funds and may use the dollars to remain on the village health care plan until age 65. Funding for the RHS contribution are provided out of the current operating budget of the village. The contributions are financed on a pay as you go basis. The total expenditure for the year was \$119,992.

Payments for vacation and sick leave will be made at rates in effect when the benefits are used. Accumulated vacation and sick leave liabilities at December 31, 2017, are determined on the basis of current salary rates and include salary related payments.

9. Long-Term Obligations/Conduit Debt

All long-term obligations to be repaid from governmental and business-type resources are reported as liabilities in the government-wide statements. The long-term obligations consist primarily of notes and bonds payable and accrued compensated absences.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

9. Long-Term Obligations/Conduit Debt (cont.)

Long-term obligations for governmental funds are not reported as liabilities in the fund financial statements. The face value of debts (plus any premiums) are reported as other financing sources and payments of principal and interest are reported as expenditures. The accounting in proprietary funds is the same as it is in the government-wide statements.

For the government-wide statements and proprietary fund statements, bond premiums and discounts are amortized over the life of the issue using the effective interest method. The balance at year-end is shown as an increase or decrease in the liability section of the statement of net position.

The village has approved the issuance of industrial revenue bonds (IRB) for the benefit of private business enterprises. IRB's are secured by mortgages or revenue agreements on the associated projects, and do not constitute indebtedness of the village. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. The total amount of IRB's outstanding at the end of the year is approximately \$41,516,103, made up of 10 issues.

10. Deferred Inflows of Resources

A deferred inflow of resources represents an acquisition of net position/fund balance that applies to a future period and therefore will not be recognized as an inflow of resources (revenue) until that future time.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

11. Equity Classifications

Government-Wide Statements

Equity is classified as net position and displayed in three components:

- Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent debt proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted net position - Consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or, 2) law through constitutional provisions or enabling legislation.
- Unrestricted net position - All other net positions that do not meet the definitions of "restricted" or "net investment in capital assets."

The net position section includes an adjustment for capital assets owned by the business-type activities column, but financed by the debt of the governmental activities column. The amount is a reduction of "net investment in capital assets," and an increase in "unrestricted" net position, shown only in the total column. A reconciliation of this adjustment is as follows:

	Governmental Activities	Business-type Activities	Adjustment	Total
Net investment in capital assets	\$ 61,320,322	\$ 62,989,153	\$ (1,779,417)	\$122,530,058
Unrestricted	1,140,960	10,106,271	1,779,417	13,026,648

When both restricted and unrestricted resources are available for use, it is the village's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Statements

Governmental fund balances are displayed as follows:

- Nonspendable - Includes fund balance amounts that cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained intact.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE I - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

11. Equity Classifications (cont.)

Fund Statements (cont.)

- b. Restricted - Consists of fund balances with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.
- c. Committed - Includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority. Fund balance amounts are committed through a formal action (resolution) of the Village Board. This formal action must occur prior to the end of the reporting period, but the amount of the commitment, which will be subject to the constraints, may be determined in the subsequent period. Any changes to the constraints imposed require the same formal action of the Village Board that originally created the commitment.
- d. Assigned - Includes spendable fund balance amounts that are intended to be used for specific purposes that do not meet the criteria to be classified as restricted or committed. The Village Board has, by resolution, adopted a financial policy authorizing the Director of Finance to assign amounts for a specific purpose. Assignments may take place after the end of the reporting period.
- e. Unassigned - Includes residual positive fund balance within the general fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those purposes.

Proprietary fund equity is classified the same as in the government-wide statements.

The village considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents / contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the village would first use committed, then assigned and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The village has a formal minimum fund balance policy. That policy is to maintain a working capital fund of 16-25% of the village's subsequent year general fund expenditure budget. The balance at year-end was \$5,175,649, or 33%, and is included in unassigned general fund balance.

See Note III. H. for further information.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE I - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

D. ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (cont.)

11. Pension

For purposes of measuring the net pension asset (liability), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

13. Basis for Existing Rates

Water Utility

Current water rates were approved by the Public Service Commission of Wisconsin effective December 15, 2014. Current rates are designed to provide a 1.00% return on rate base.

Sewer Utility

Current sewer rates were approved by the Village Board with an effective date of December 15, 2014.

NOTE II - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. BUDGETARY INFORMATION

A budget has been adopted for the general fund, all special revenue funds, the debt service fund, and all capital project funds except as noted. A budget has not been formally adopted for Tax Incremental District (TID) No. 7 capital project fund because the joint review board's final approval to create the district occurred on January 2, 2018. Wisconsin Statute 65.90 requires that an annual budget be adopted for all funds.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE II - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (cont.)

B. EXCESS EXPENDITURES AND OTHER FINANCING USES OVER APPROPRIATIONS

Funds	Budgeted Expenditures and Other Financing Uses		Actual Expenditures and Other Financing Uses		Excess Expenditures and Other Financing Uses Over Budget
Debit Service Fund	\$	4,145,624	\$	4,450,302	\$ 304,678
TID No. 4 Capital Projects		1,640,220		1,648,762	8,542
TID No. 6 Capital Projects		333,804		400,156	66,352
Police Asset Forfeiture Fund		4,000		4,047	47
Police Canine Fund		4,000		16,233	12,233
Library Fund		-		1,670	1,670
Police Honor Guard		-		8,978	8,978

The village controls expenditures at the department level. Some individual departments experienced expenditures which exceeded appropriations. The detail of those items can be found in the village's year-end budget to actual report.

C. LIMITATIONS ON THE VILLAGE'S TAX LEVY

Wisconsin law limits the village's future tax levies. Generally the village is limited to its prior tax levy dollar amount (excluding TIF Districts), increased by the greater of the percentage change in the village's equalized value due to new construction or zero percent. Changes in debt service from one year to the next are generally exempt from this limit with certain exceptions. The village is required to reduce its allowable levy by the estimated amount of fee revenue it collects for certain services, if those services were funded in 2013 by the property tax levy. Levies can be increased above the allowable limits if the amount is approved by referendum.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS

A. DEPOSITS AND INVESTMENTS

The village's deposits and investments at year-end were comprised of the following:

	Carrying Value	Statement Balances	Associated Risks
Deposits	\$ 21,821,764	\$ 22,049,986	Custodial Credit
U.S. agencies - explicitly guaranteed	681,019	681,019	Custodial Credit, Interest Rate
U.S. agencies - implicitly guaranteed	5,025,811	5,025,811	Custodial Credit, Interest Rate, Credit, Concentration of Credit
Municipal bonds	176,846	176,845	Credit, Custodial Credit, Concentration of Credit, Interest Rate
LGIP	16,929,998	16,929,998	Credit
Petty cash	2,190	-	N/A
Total Deposits and Investments	\$ 44,637,628	\$ 44,863,659	

Reconciliation to financial statements

Per statement of net position	\$ 22,384,625
Unrestricted cash and investments	1,211,663
Restricted cash and investments	
Per statement of assets and liabilities - agency fund	21,041,340
Agency Fund	
Total Deposits and Investments	\$ 44,637,628

Deposits in each local and area bank are insured by the FDIC in the amount of \$250,000 for time and savings accounts (including NOW accounts) and \$250,000 for demand deposit accounts (interest-bearing and noninterest-bearing). In addition, if deposits are held in an institution outside of the state in which the government is located, insured amounts are further limited to a total of \$250,000 for the combined amount of all deposit accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund in the amount of \$400,000. However, due to the nature of this fund, recovery of material principal losses may not be significant to individual municipalities. This coverage has not been considered in computing custodial credit risk.

The Securities Investor Protection Corporation (SIPC), created by the Securities Investor Protection Act of 1970, is an independent government-sponsored corporation (not an agency of the U.S. government).

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

A. DEPOSITS AND INVESTMENTS (cont.)

SIPC membership provides account protection up to a maximum of \$500,000 per customer, of which \$100,000 may be in cash. \$500,000 of the village's investments are covered by SIPC.

The village maintains collateral agreements with its banks. At December 31, 2017, the banks had pledged various government securities in the amount of \$20,000,000 to secure the village's deposits. The village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The valuation methods for recurring fair value measurements are as follows:

Investment Type	December 31, 2017			
	Level 1	Level 2	Level 3	Total
U.S. agencies - implicitly guaranteed	\$ -	\$ 5,025,811	\$ -	\$ 5,025,811
U.S. agencies - explicitly guaranteed	-	681,019	-	681,019
Municipal bonds	-	176,846	-	176,846
Total	\$ -	\$ 5,883,676	\$ -	\$ 5,883,676

Custodial Credit Risk

Deposits

Custodial credit risk is the risk that in the event of a financial institution failure, the village's deposits may not be returned to the village.

As of December 31, 2017, \$292,895 of the village's total bank balances were exposed to custodial credit risk as follows:

Uninsured and uncollateralized	\$ 292,895
Total	\$ 292,895

Investments

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

There were no investments exposed to custodial credit risk at year-end.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

A. DEPOSITS AND INVESTMENTS (cont.)

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations.

All investments reported as US agencies - implicitly guaranteed have been rated at the AAA/AA+ level by one of the three main credit rating agencies. All municipal bonds have been rated AA2.

The village also held investments in the following external pool which is not rated:

Local Government Investment Pool

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer.

At December 31, 2017, the investment portfolio was concentrated as follows:

Issuer	Investment Type	Percentage of Portfolio
FFCBS	U.S. agencies - implicitly guaranteed	8.18%
FHLB	U.S. agencies - implicitly guaranteed	6.28%

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the value of an investment.

As of December 31, 2017, the village's investments were as follows:

Investment Type	Fair Value	Maturity (In Years)		
		Less than 1 year	1-4 years	More than 4 years
U.S. agencies - explicitly guaranteed	\$ 681,019	\$ -	\$ 681,019	\$ -
U.S. agencies - implicitly guaranteed	5,025,811	-	2,341,788	2,684,023
Municipal Bonds	176,846	30,360	111,257	35,229
Totals	\$ 5,883,676	\$ 30,360	\$ 3,134,064	\$ 2,719,252

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

A. DEPOSITS AND INVESTMENTS (cont.)

See Note I.D.1. for further information on deposit and investment policies.

B. RECEIVABLES

All of the receivables on the balance sheet are expected to be collected within one year, except for special assessments and delinquent taxes.

Governmental funds report *unavailable* or *unearned revenue* in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Property taxes levied for the subsequent year are not earned and cannot be used to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of *unavailable revenue* and *unearned revenue* reported in the governmental funds were as follows:

	Unearned	Unavailable
Property taxes receivable for subsequent year	\$ 13,932,624	\$ -
Delinquent property taxes receivable	-	64,429
Special assessments not yet due	-	24,363
Parks and recreation	-	9,212
Total Unearned/Unavailable Revenue for Governmental Funds	\$ 13,932,624	\$ 98,004

C. RESTRICTED ASSETS

The following represent the balances of the restricted assets:

Long-Term Debt Accounts

Redemption	-	Used to segregate resources accumulated for debt service payments over the next twelve months.
Reserve	-	Used to report resources set aside to make up potential future deficiencies in the redemption account.
Depreciation	-	Used to report resources set aside to fund plant renewals and replacement or make up potential future deficiencies in the redemption account.

Equipment Replacement Account

The sewer utility established an equipment replacement account to be used for significant mechanical equipment replacement as required by the Wisconsin Department of Natural Resources.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

C. RESTRICTED ASSETS (cont.)

Impact Fee Account

The village has received impact fees which must be spent in accordance with the local ordinance and state statutes. Any unspent funds must be refunded to the current property owner. Following is a list of restricted assets at December 31, 2017:

	Restricted Assets
Governmental Activities	
Cash and investments	\$ 464,249
Accrued interest	1,022
Business-type Activities	
Sewer equipment replacement account	316,477
Water redemption account	32,740
Water reserve account	90,000
Water depreciation account	50,590
Water impact fees	257,607
Accrued interest	801
Total	\$ 1,213,486

D. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2017, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities				
Capital assets not being depreciated	\$ 13,577,807	\$ -	\$ -	\$ 13,577,807
Land	88,987	44,188	88,987	44,188
Construction in progress	13,666,794	44,188	88,987	13,621,995
Total Capital Assets Not Being Depreciated				
Capital assets being depreciated	16,091,278	461,456	75,486	16,477,248
Buildings and improvements	11,682,687	741,648	598,297	11,826,038
Machinery and equipment	51,054,004	1,328,495	621,201	51,761,298
Roads	21,155,790	140,042	-	21,295,832
Storm sewers	3,113,917	-	-	3,113,917
Street lighting	7,177,159	42,614	22,031	7,197,742
Bridges				
Total Capital Assets Being Depreciated	110,274,835	2,714,255	1,317,015	111,672,075
Total Capital Assets	123,941,629	2,758,443	1,406,002	125,294,070

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

D. CAPITAL ASSETS (cont.)

Governmental Activities (cont.)

	Beginning Balance	Additions	Deletions	Ending Balance
Less: Accumulated depreciation for				
Buildings and improvements	\$ (7,570,890)	\$ (467,883)	\$ 75,486	\$ (7,963,287)
Machinery and equipment	(6,720,364)	(581,883)	534,316	(6,767,931)
Roads	(16,931,403)	(1,035,204)	357,984	(17,608,623)
Storm sewers	(11,046,451)	(424,515)	-	(11,470,966)
Street lighting	(2,163,418)	(91,172)	-	(2,254,590)
Bridges	(2,907,037)	(142,361)	14,639	(3,034,759)
Total Accumulated Depreciation	(47,339,563)	(2,743,018)	982,425	(49,100,156)
Net Capital Assets Being Depreciated	62,935,272	(28,763)	334,590	62,571,919
Total Governmental Activities Capital Assets, Net of Accumulated Depreciation	\$ 76,602,066	\$ 15,425	\$ 423,577	\$ 76,193,914
Depreciation expense was charged to functions as follows:				
Governmental Activities				
General government				\$ 90,643
Public safety				524,586
Public works, which includes the depreciation of infrastructure				1,910,323
Leisure activities				217,466
Total Governmental Activities Depreciation Expense				\$ 2,743,018

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

D. CAPITAL ASSETS (cont.)

Business-type Activities

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated				
Land	\$ 175,599	\$ -	\$ -	\$ 175,599
Construction in progress	109,084	-	1,940	107,144
Total Capital Assets Not Being Depreciated	284,683	-	1,940	282,743
Capital assets being depreciated				
Buildings and improvements	4,296,754	28,671	27,401	4,298,024
Machinery and equipment	6,212,898	200,172	104,434	6,308,636
Sewer system	42,619,349	1,688,727	148,640	44,159,436
Water system	35,023,180	1,195,807	149,920	36,069,067
Total Capital Assets Being Depreciated	88,152,181	3,113,377	430,395	90,835,163
Total Capital Assets	88,436,864	3,113,377	432,335	91,117,906
Less: Accumulated depreciation for				
Buildings and improvements	(1,039,853)	(125,121)	27,401	(1,137,573)
Machinery and equipment	(3,222,846)	(303,136)	104,434	(3,421,548)
Sewer system	(12,726,322)	(455,035)	148,640	(13,032,717)
Water system	(8,940,665)	(632,128)	149,920	(9,422,873)
Total Accumulated Depreciation	(25,929,686)	(1,515,420)	430,395	(27,014,711)
Net Capital Assets Being Depreciated	62,222,495	1,597,957	-	63,820,452
Business-type Capital Assets, Net of Accumulated Depreciation	\$ 62,507,178	\$ 1,597,957	\$ 1,940	\$ 64,103,195
Depreciation expense was charged to functions as follows:				
Business-type Activities				
Water				\$ 822,144
Sewer				649,244
Total Business-type Activities Depreciation Expense				\$ 1,471,388

Additions to accumulated depreciation include depreciation expense as well as salvage on retired assets and joint metering and may not equal depreciation expense. Accumulated depreciation by asset on sewer utility assets is not available.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

E. INTERFUND RECEIVABLES/PAYABLES AND TRANSFERS

Interfund Receivables/Payables

The following is a schedule of interfund receivables and payables including any overdrafts on pooled cash and investment accounts:

Receivable Fund	Payable Fund	Amount
General fund	General capital projects	\$ 1,218,653
General fund	TID No. 4 capital projects	2,056
General fund	Water utility	551,794
General fund	Sewer utility	248,144
General fund	Nonmajor governmental funds	96,929
Water utility	Sewer utility	63,998
Water utility	General fund	20,587
Total - Fund Financial Statements		2,202,161
Less: Fund eliminations		(1,381,636)
Less: Government-wide eliminations		(41,174)
Less: Interfund receivables created with internal service fund eliminations		(210,155)
Total Internal Balances - Government-Wide Statement of Net Position		\$ 569,196
Receivable Fund	Payable Fund	Amount
Governmental Activities	Business-type Activities	\$ 799,938
Business-type Activities	Governmental Activities	(230,742)
Total Government-Wide Financial Statements		\$ 569,196

All amounts are due within one year.

Interfund balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

E. INTERFUND RECEIVABLES/PAYABLES AND TRANSFERS (cont.)

Transfers

The following is a schedule of interfund transfers:

Fund Transferred To	Fund Transferred From	Amount	Principal Purpose
Debt service fund	Nonmajor governmental funds	\$ 196,713	Debt service
Debt service fund	General capital projects	386,960	Debt Service
Debt service fund	TID No. 4 capital projects fund	1,451,900	Debt service
General capital projects	Nonmajor governmental funds	37,388	Impact fees
General fund	Water utility	551,794	Payment in lieu of taxes
Nonmajor government funds	General fund	16,243	Reimbursement of expenses paid
Total - Fund Financial Statements		2,640,998	
Less: Fund eliminations		(2,089,204)	
Total Transfers - Government-Wide Statement of Activities		\$ 551,794	

Generally, transfers are used to (1) move revenues from the fund that collects them to the fund that the budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS

Long-term obligations activity for the year ended December 31, 2017, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Governmental Activities					
Bonds and Notes Payable					
General obligation debt	\$ 25,130,000	\$ 2,805,000	\$ 3,855,000	\$ 24,080,000	\$ 3,910,000
(Discounts)/Premiums	555,028	54,900	58,680	551,048	-
Sub-totals	25,685,028	2,859,900	3,913,680	24,631,048	3,910,000
Other Liabilities					
Vested compensated absences	751,810	855,125	853,886	753,049	14,423
Capital leases	65,933	-	34,014	31,919	31,919
Net pension liability	870,688	-	438,254	432,434	-
Total Other Liabilities	1,688,431	855,125	1,326,154	1,217,402	46,342
Total Governmental Activities Long-Term Liabilities	\$ 27,373,459	\$ 3,715,025	\$ 5,240,034	\$ 25,848,450	\$ 3,956,342
Business-type Activities					
Bonds and Notes Payable					
Revenue bonds	\$ 1,211,300	-	\$ 97,348	\$ 1,114,042	\$ 98,345
Sub-totals	1,211,300	-	97,348	1,114,042	98,345
Other Liabilities					
Vested compensated absences	99,552	59,741	66,476	92,817	1,856
Net pension liability	97,538	-	50,666	46,872	-
Total Other Liabilities	197,090	59,741	117,142	139,689	1,856
Total Business-type Activities Long-Term Liabilities	\$ 1,408,400	\$ 59,741	\$ 214,490	\$ 1,253,721	\$ 100,201

In accordance with Wisconsin Statutes, total general obligation indebtedness of the village may not exceed 5% of the equalized value of taxable property within the village's jurisdiction. The debt limit as of December 31, 2017, was \$128,873,995. Total general obligation debt outstanding at year-end was \$24,080,000.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt

All general obligation notes and bonds payable are backed by the full faith and credit of the village. Notes and bonds in the governmental funds will be retired by future property tax levies or tax increments accumulated by the debt service fund.

Governmental Activities

General Obligation Debt	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance December 31, 2017
GO Promissory Note	5/15/2008	2018	3.70%	\$ 1,480,000	\$ 175,000
GO Refunding Bonds - TID No. 4	8/6/2009	2018	1.00 - 3.10%	1,545,000	325,000
GO Refunding Bonds - TID No. 4	3/17/2010	2021	1.20 - 3.15%	3,905,000	1,810,000
GO Promissory Note	5/18/2011	2021	2.00 - 3.00%	2,200,000	1,000,000
GO Refunding Bonds	3/27/2012	2019	0.35 - 1.35%	805,000	240,000
GO Promissory Note	3/27/2012	2022	0.35 - 1.75%	2,370,000	1,380,000
GO Refunding Bonds - TID No. 4	3/27/2012	2021	0.25 - 1.75%	3,085,000	1,555,000
GO Promissory Note	5/8/2013	2023	0.30 - 1.60%	1,905,000	1,145,000
GO Community Development Bonds - TID No. 6	10/1/2014	2034	3.00 - 4.00%	5,405,000	5,405,000
GO Promissory note	5/14/2014	2024	2.00 - 3.00%	2,645,000	1,980,000
GO Promissory Note	5/14/2014	2024	2.00 - 3.00%	1,065,000	545,000
GO Promissory Note	3/24/2015	2025	2.00%	2,655,000	2,120,000
GO Promissory Note	5/11/2016	2026	2.00%	2,670,000	2,400,000
GO Promissory Note	5/11/2016	2021	2.00%	1,150,000	930,000
GO Promissory Note - TID No. 4	5/11/2016	2018	2.00%	515,000	265,000
GO Promissory Note	3/29/17	2027	2.00 - 2.55%	2,805,000	2,805,000

Total Governmental Activities - General Obligation Debt

\$ 24,080,000

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt (cont.)

Debt service requirements to maturity are as follows:

Years	Governmental Activities	
	Principal	Interest
2018	\$ 3,910,000	\$ 572,631
2019	3,145,000	467,390
2020	3,225,000	397,851
2021	3,090,000	327,011
2022	1,830,000	273,378
2023-2027	5,830,000	841,425
2028-2032	2,155,000	336,670
2033-2034	895,000	31,589
Totals	\$ 24,080,000	\$ 3,247,945

Revenue Debt

Business-type activities revenue bonds are payable only from revenues derived from the operation of the water utility system.

The village has pledged future water revenues to repay revenue bonds issued in 2005 and 2009. Proceeds from the bonds provided financing for the construction of water plant. The bonds are payable solely from water revenues and are payable through 2029. Annual principal and interest payments on the bonds are expected to require 5.47% of gross revenues. The total principal and interest remaining to be paid on the bonds is \$1,322,222. Principal and interest paid for the current year and total customer gross revenues were \$139,353 and \$2,502,002, respectively.

Revenue debt payable at December 31, 2017, consists of the following:

Business-type Activities Revenue Debt

Water Utility	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance December 31,	
					2017	
Water system revenue bonds	6/15/2005	12/1/2025	3.1 - 4.35%	\$ 1,130,000	\$	580,000
Safe drinking water loan	11/12/2009	5/1/2029	2.668%	773,293		534,042
Total Business-type Activities - Revenue Debt					\$	1,114,042

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS (cont.)

Revenue Debt (cont.)

Debt service requirements to maturity are as follows:

Years	Business-type Activities	
	Principal	Interest
2018	\$ 98,345	\$ 38,534
2019	104,368	35,008
2020	110,418	31,213
2021	111,497	27,145
2022	117,604	23,049
2023-2027	470,688	50,516
2028-2029	101,122	2,715
Totals	\$ 1,114,042	\$ 208,190

Other Debt Information

Estimated payments of compensated absences and net pension liability are not included in the debt service requirement schedules. The compensated absences and net pension liability attributable to governmental activities will be liquidated primarily by the general fund.

Bond Covenant Disclosures

Insurance

The utility is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, workers compensation, and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded coverage in any of the last three years. There were no significant reductions in coverage compared to the prior year.

The utility is covered under the following insurance policies at December 31, 2017:

Type	Coverage	Expiration
General Liability	\$ 4,000,000	1/1/2018
Automobile	10,000,000	1/1/2018
Workers Compensation	500,000	1/1/2018
Property	100,000,000	1/1/2018

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

F. LONG-TERM OBLIGATIONS (cont.)

Debt Coverage

Under terms of the resolutions providing for the issue of revenue bonds, revenues less operating expenses excluding depreciation (defined net earnings) must exceed 1.25 times the annual debt service of the bonds. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2017 as follows:

Operating revenues	\$ 2,298,602
Investment income	23,632
Miscellaneous nonoperating income	35,116
Impact fees	144,652
Less: Operation and maintenance expenses	(1,177,808)
Net Defined Earnings	\$ 1,324,194
Minimum Required Earnings per Resolution:	
Annual debt service - 2005 revenue bonds	\$ 87,258
Annual debt service - 2009 revenue bonds	52,095
Subtotal	139,353
Coverage factor	1.25
Minimum Required Earnings	\$ 174,191
Actual Debt Coverage	9.50

G. LEASE DISCLOSURES

Lessee - Capital Leases

In 2014 the village acquired capital assets through a lease/purchase agreement. The gross amount of these assets under capital leases is \$151,380, which are included in capital assets in the governmental activities. The future lease payments as of December 31, 2017, are as follows:

Years	Governmental Activities	
	Principal	Interest
2018	\$ 31,919	\$ 384
Totals	\$ 31,919	\$ 384

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

H. NET POSITION/FUND BALANCES

Net position reported on the government wide statement of net position at December 31, 2017, includes the following:

Governmental Activities

Net Investment in Capital Assets	\$	13,577,807
Land		44,188
Construction in progress		62,571,919
Other capital assets, net of accumulated depreciation		(14,873,592)
Less: Capital related long-term debt outstanding		61,320,322
Total Net Investment in Capital Assets		
Restricted		465,271
Impact fees		115,882
Library		3,188,461
TIF purposes		3,769,624
Total Restricted		1,140,960
Unrestricted		\$ 66,230,906
Total Governmental Activities Net Position		

Governmental Funds

Governmental fund balances reported on the fund financial statements at December 31, 2017, include the following:

Nonspendable

Major Fund		
General Fund		\$ 15,094
Prepaid items		

Restricted

Major Funds		
Debt Service Fund		\$ 138,303
Debt service		

Capital Projects Funds

General capital projects - unspent debt proceeds		1,191,097
TID No. 4		3,083,475
Sub-Total		4,274,572

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

H. NET POSITION/FUND BALANCES (cont.)

Governmental Funds (cont.)

Restricted (cont.)	
Nonmajor Funds	
Special Revenue Funds	
Police improvements	\$ 104,969
Fire improvements	71,665
Library improvements	52,535
Park and recreation improvements	236,102
Library activities	115,892
Capital Project Funds	
TIF purposes	104,986
Sub-Total	686,149
Total	\$ 5,099,024
Committed	
Nonmajor Funds	
Senior van replacement	\$ 28,928
Police operations	13,704
Police canine activities	72,429
Police honor guard activities	8,725
Historic preservation activities	1,005
Recreation facility improvements	115,294
Total	\$ 240,085
Assigned	
Major Funds	
General Fund	
Payment in lieu of tax	\$ 551,794
Budget carryovers	272,881
Applied to subsequent budget	137,500
Sub-Total	962,175
General Capital Projects Fund	
Capital projects	1,103,233
Total	\$ 2,065,408
Unassigned	
Major Fund	
General fund	\$ 5,175,649
Nonmajor Fund	(21,313)
TIF No. 7 (deficit)	\$ 5,154,336
Total	

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE III - DETAILED NOTES ON ALL FUNDS (cont.)

H. NET POSITION/FUND BALANCES (cont.)

Business-type Activities

Net Investment in Capital Assets	
Land	\$ 175,599
Construction in progress	107,144
Other capital assets, net of accumulated depreciation	63,820,452
Less: Long-term debt outstanding	(1,114,042)
Total Net Investment in Capital Assets	62,989,153
Restricted	
Impact fees	258,408
Debt service	168,888
Equipment replacement	316,477
Total Restricted	743,773
Unrestricted	10,106,271
Total Business-type Activities Net Position	\$ 73,839,197

NOTE IV - OTHER INFORMATION

A. EMPLOYEES' RETIREMENT SYSTEM

Plan description. The WRS is a cost-sharing multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1,200 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issues a standalone Comprehensive Annual Financial Report (CAFR), which can be found at <http://etf.wi.gov/publications/cafr.htm>.

Vesting. For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Benefits provided. Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and State executive participants) are entitled to receive an unreduced retirement benefit. The factors influencing the benefit are: (1) final average earnings; (2) years of creditable service; and (3) a formula factor.

Final average earnings is the average of the participant's three highest years' earnings. Creditable service is the creditable current and prior service expressed in years or decimal equivalents of partial years for which a participant receives earnings and makes contributions as required. The formula factor is a standard percentage based on employment category.

Employees may retire at age 55 (50 for protective occupation employees) and receive reduced benefits. Employees terminating covered employment before becoming eligible for a retirement benefit may withdraw their contributions and forfeit all rights to any subsequent benefits.

The WRS also provides death and disability benefits for employees.

Post-retirement adjustments. The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Years	Core Fund Adjustment	Variable Fund Adjustment
2007	3.0%	10%
2008	6.6	0
2009	(2.1)	(42)
2010	(1.3)	22
2011	(1.2)	11
2012	(7.0)	(7)
2013	(9.6)	9
2014	4.7	25
2015	2.9	2
2016	0.5	(5)

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Contributions. Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for General category employees and Elected Officials and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category merged into the General Employee category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the reporting period, the WRS recognized \$545,678 in contributions from the village.

Contribution rates as of December 31, 2017 are:

Employee Category	Employee	Employer
General (Executives & Elected Officials)	6.8%	6.8%
Protective with Social Security	6.8%	10.6%
Protective without Social Security	6.8%	14.9%

Pension Liability (asset), Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2017, the village reported a liability (asset) of \$479,306 for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2016, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2015 rolled forward to December 31, 2016. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The village's proportion of the net pension liability (asset) was based on the village's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2016, the village's proportion was 0.05815135%, which was a decrease of 0.00144704% from its proportion measured as of December 31, 2015.

For the year ended December 31, 2017, the village recognized pension expense of \$1,250,111.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

At December 31, 2017, the village reported deferred outflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 182,759	\$ 1,507,376
Changes in assumptions	501,011	-
Net differences between projected and actual earnings on pension plan investments	2,385,834	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	54,959	-
Employer contributions subsequent to the measurement date	577,241	-
Totals	<u><u>\$ 3,701,804</u></u>	<u><u>\$ 1,507,376</u></u>

\$577,241 reported as deferred outflows related to pension resulting from the WRS Employer's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability (asset) in the year ended December 31, 2018. Other amounts reported as deferred outflows of resources related to pension will be recognized in pension expense as follows:

Years Ended December 31:	Deferred Outflows of Resources	Deferred Inflows of Resources
2018	\$ 1,133,410	\$ 481,251
2019	1,133,410	481,251
2020	928,783	481,251
2021	(72,198)	63,623
2022	1,158	-

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Actuarial assumptions. The total pension liability in the December 31, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	December 31, 2015
Measurement Date of Net Pension Liability (Asset):	December 31, 2016
Actuarial Cost Method:	Entry Age
Asset Valuation Method:	Fair Market Value
Long-Term Expected Rate of Return:	7.2%
Discount Rate:	7.2%
Salary Increases:	3.2%
Inflation	0.2% - 5.6%
Seniority/Merit	Wisconsin 2012 Mortality Table
Mortality:	2.1%
Post-retirement Adjustments*:	

* No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 2.1% is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.

Actuarial assumptions are based upon an experience study conducted in 2015 using experience from 2012 - 2014. The total pension liability for December 31, 2016 is based upon a roll-forward of the liability calculated from the December 31, 2015 actuarial valuation.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Long-term expected return on plan assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Core Fund Asset Class	Current Asset Allocation %	Destination Target Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Global Equities	50%	45%	8.3%	5.4%
Fixed Income	24.5	37	4.2	1.4
Inflation Sensitive Assets	15.5	20	4.3	1.5
Real Estate	8	7	6.5	3.6
Private Equity/Debt	8	7	9.4	6.5
Multi-Asset	4	4	6.6	3.7
Total Core Fund	110	120	7.4	4.5
Variable Fund Asset Class				
U.S. Equities	70	70	7.6	4.7
International Equities	30	30	8.5	5.6
Total Variable Fund	100	100	7.9	5.0

New England Pension Consultants Long Term US CPI (Inflation) Forecast: 2.75%
Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

A. EMPLOYEES' RETIREMENT SYSTEM (cont.)

Single discount rate. A single discount rate of 7.20% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 7.20% and a long term bond rate of 3.78%. Because of the unique structure of WRS, the 7.20% expected rate of return implies that a dividend of approximately 2.1% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the village's proportionate share of the net pension liability (asset) to changes in the discount rate. The following presents the village's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.20 percent, as well as what the village's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.20 percent) or 1-percentage-point higher (8.20 percent) than the current rate:

	1% Decrease to Discount Rate (6.20%)	Current Discount Rate (7.20%)	1% Increase to Discount Rate (8.20%)
Village's proportionate share of the net pension liability (asset)	\$6,305,577	\$479,306	\$(4,007,187)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at <http://ef.wi.gov/publications/cafr.htm>.

At December 31, 2017, the village reported a payable to the pension plan of \$88,975, which represents contractually required contributions outstanding as of the end of the year.

B. Risk Management

The village is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; workers compensation; and health care of its employees. The village purchases commercial insurance to provide coverage for losses from torts; theft of, damage to, or destruction of assets; errors and omission; and workers compensation. However, other risks, such as health and dental care of its employees are accounted for and financed by the village in the health insurance and dental insurance internal service funds.

Self Insurance

For health claims, the uninsured risk of loss is \$45,000 per incident and \$2,000,000 in the aggregate for a policy year. The village has purchased commercial insurance for claims in excess of those amounts. Settled claims have not exceeded the commercial coverage in any of the past three years.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

B. Risk Management (cont.)

Self Insurance (cont.)

All funds of the village participate in the risk management program. Accounts payable in the internal service funds are based on estimates of the amounts necessary to pay prior and current year claims. That reserve was \$1,534,079 at year-end and is reported in unrestricted net position of the internal service funds.

A liability for a claim is established if information indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss is reasonably estimable. Liabilities include an amount for claims that have been incurred but not reported. The village does not allocate overhead costs or other nonincremental costs to the claims liability.

Claims Liability

	Prior Year	Current Year
Unpaid claims - Beginning of Year	\$ 38,215	\$ 8,922
Current year claims and changes in estimates	962,434	1,159,500
Claim payments	(991,727)	(1,017,588)
Unpaid Claims - End of Year	\$ 8,922	\$ 150,834

C. COMMITMENTS AND CONTINGENCIES

Claims and judgments are recorded as liabilities if all the conditions of Governmental Accounting Standards Board pronouncements are met. The liability and expenditure for claims and judgments are only reported in governmental funds if it has matured. Claims and judgments are recorded in the government-wide statements and proprietary funds as expenses when the related liabilities are incurred.

The village has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements to the grantor agency for expenditures disallowed under terms of the grants. Management believes such disallowances, if any, would be immaterial.

The village has active construction projects as of December 31, 2017. Work that has been completed on these projects but not yet paid for (including contract retainages) is reflected as accounts payable and expenditures.

D. SUBSEQUENT EVENTS

On March 5, 2018, the Village issued a \$2,795,000 General Obligation Promissory Note – Series 2018A with proceeds to be used for capital projects. The notes have a ten-year term with a true interest cost of 2.4855%.

VILLAGE OF GERMANTOWN

NOTES TO FINANCIAL STATEMENTS
As of and for the Year Ended December 31, 2017

NOTE IV - OTHER INFORMATION (cont.)

D. SUBSEQUENT EVENTS (cont.)

On June 6, 2018, the Village issued a \$2,480,000 General Obligation Community Development bond, Series 2018B to be used for development in Tax Increment District No. 7. The bond will mature in 2033, with a true interest cost of 3.0764%.

E. TAX ABATEMENT

Tax abatements are a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

The village, through its Tax Incremental Financing District (TID) No. 4, has entered into tax abatement agreements with a developer in the form of tax incremental financing incentive payments to stimulate economic development. The abatements are authorized through the TID project plans. The developers pay property taxes as they become due, and after meeting the criteria established in the development agreements, are entitled to future incentive payments that directly correlate to the taxes paid. The incentives are calculated based on an agreed percentage of increment collected and the developer commitments include making timely payments of property taxes. Aggregate incentive payments for the year ended December 31, 2017 were \$187,123.

F. EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT-PERIOD FINANCIAL STATEMENTS

The Governmental Accounting Standards Board (GASB) has approved the following:

- ! Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*
- ! Statement No. 83, *Certain Asset Retirement Obligations*
- ! Statement No. 84, *Fiduciary Activities*
- ! Statement No. 85, *Omnibus 2017*
- ! Statement No. 86, *Certain Debt Extinguishment Issues*
- ! Statement No. 87, *Leases*

When they become effective, application of these standards may restate portions of these financial statements.

GENERAL FUND

The general fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund.

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
REVENUES			
Taxes			
General property taxes	\$ 9,420,753	\$ 9,420,753	\$ (600)
Other taxes	922,185	388,624	40,889
Special assessments	-	4,685	-
Intergovernmental	2,284,747	2,284,747	18,553
Regulation and compliance	881,180	885,080	221,115
Public charges for services	1,678,378	1,793,432	119,249
Investment income	51,724	50,600	13,036
Miscellaneous	190,051	26,895	99,150
Total Revenues	<u>15,429,018</u>	<u>14,735,567</u>	<u>511,392</u>
EXPENDITURES			
General Government			
Village board	123,970	123,970	(42,245)
General administrator	107,588	108,705	(23,649)
Village clerk	312,028	281,162	49,623
Treasurer/accounting	188,967	192,800	4,997
Assessor	117,818	117,818	(14,890)
Data processing	81,062	82,459	6,174
General government	158,990	103,129	26,786
Buildings and ground maintenance	591,979	639,219	73,235
Total General Government	<u>1,682,402</u>	<u>1,649,262</u>	<u>80,031</u>
Public Safety			
Police protection	4,870,925	4,731,055	163,867
Fire protection	1,886,812	1,875,437	122,494
Emergency government	16,988	17,048	1,257
Protective inspections	227,683	215,415	(4,704)
Total Public Safety	<u>7,002,378</u>	<u>6,838,955</u>	<u>282,914</u>
Public Works			
Engineer/director	221,911	214,040	(2,040)
Highway and street maintenance and construction	3,172,005	3,119,511	225,947
Solid waste recycling	398,521	398,902	12,730
Total Public Works	<u>3,792,437</u>	<u>3,732,453</u>	<u>236,637</u>

See independent auditors' report and accompanying notes to required supplementary information.

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
EXPENDITURES (cont.)			
Culture and Recreation			
Library	\$ 801,431	\$ 825,358	\$ 51,852
Recreation	1,232,055	1,221,022	(3,879)
Senior center	130,732	124,010	11,414
Parks	538,749	488,965	504,685
Total Culture and Recreation	<u>2,702,967</u>	<u>2,659,355</u>	<u>43,667</u>
Conservation and Development			
Planning and zoning	172,353	222,943	155,806
Municipal development	75,881	128,214	52,471
Total Conservation and Development	<u>248,234</u>	<u>351,157</u>	<u>142,880</u>
Capital Outlay	-	513,875	11,938
Total Expenditures	<u>15,428,418</u>	<u>15,745,057</u>	<u>798,067</u>
Excess (deficiency) of revenues over expenditures	600	(1,009,490)	1,309,459
OTHER FINANCING SOURCES (USES)			
Transfers in	-	530,000	551,794
Transfers out	(600)	(16,843)	600
Total Other Financing Sources (Uses)	<u>(600)</u>	<u>513,157</u>	<u>22,394</u>
Net Change in Fund Balance	-	(496,333)	1,331,853
FUND BALANCE - Beginning of Year	<u>5,317,398</u>	<u>5,317,398</u>	-
FUND BALANCE - END OF YEAR	<u>\$ 5,317,398</u>	<u>\$ 4,821,065</u>	<u>\$ 1,331,853</u>

See independent auditors' report and accompanying notes to required supplementary information.

VILLAGE OF GERMANTOWN

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET) - WISCONSIN RETIREMENT SYSTEM For the Year Ended December 31, 2017

Fiscal Year Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Asset as a Percentage of Covered Payroll		Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)	
			Covered Payroll	Payroll	Covered Payroll	Payroll
12/31/17	0.05815135%	\$ 479,306	\$ 6,998,756	6.85%	99.12%	
12/31/16	0.05959839%	968,226	6,919,994	13.99%	98.20%	
12/31/15	0.06091924%	(1,496,343)	7,018,809	21.32%	102.74%	

SCHEDULE OF EMPLOYER CONTRIBUTIONS - WISCONSIN RETIREMENT SYSTEM For the Year Ended December 31, 2017

Fiscal Year Ending	Contributions in Relation to the Contractually Required Contributions		Contribution Deficiency (Excess)	Contributions as a Percentage of Covered Payroll	
	Contractually Required Contributions	(577,241)		Covered Payroll	Payroll
12/31/17	\$ 577,241	\$ (577,241)	-	6,970,048	8.28%
12/31/16	550,442	(550,442)	-	6,992,283	7.87%
12/31/15	554,307	(554,307)	-	6,919,432	8.01%

The village is required to present the last ten years of data; however, accounting standards allow the presentation of as many years as are available until ten fiscal years are presented.

See independent auditors' report and accompanying notes to the required supplementary information.
Page 58

VILLAGE OF GERMANTOWN

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION For the Year Ended December 31, 2017

BUDGETARY INFORMATION

Budgetary information is derived from the annual operating budget and is presented using the same basis of accounting for each fund as described in Note I, C.

The budgeted amounts presented include any amendments made. The village may authorize transfers of budgeted amounts within departments. Transfers between departments and changes to the overall budget must be approved by a two-thirds Village Board action.

Appropriations lapse at year-end unless specifically carried over. Carryovers to the following year were \$272,881. Budgets are adopted at the department level of expenditure.

WISCONSIN RETIREMENT SYSTEM

The amounts determined for each fiscal year were determined as of the calendar year-end and occurred within the fiscal year.

Changes in benefit terms. There were no changes of benefit terms for any participating employer in the Wisconsin Retirement System.

Changes in assumptions. There were no changes in assumptions.

See independent auditors' report.
Page 59

DEBT SERVICE FUND

The Debt Service Fund is used to account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources.

SUPPLEMENTARY INFORMATION

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - DEBT SERVICE FUND For the Year Ended December 31, 2017

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Taxes	\$ 2,458,128	\$ 2,458,128	\$ 2,458,128	\$ -
Investment income	800	800	1,835	1,035
Total Revenues	<u>2,458,928</u>	<u>2,458,928</u>	<u>2,459,963</u>	<u>1,035</u>
EXPENDITURES				
Debt Service				
Principal	3,545,000	3,545,000	3,855,000	(310,000)
Interest and fiscal charges	597,622	600,624	595,302	5,322
Total Expenditures	<u>4,142,622</u>	<u>4,145,624</u>	<u>4,450,302</u>	<u>(304,678)</u>
Excess (deficiency) of revenues over expenditures	<u>(1,683,694)</u>	<u>(1,686,696)</u>	<u>(1,990,339)</u>	<u>(303,643)</u>
OTHER FINANCING SOURCES				
Transfers in	1,687,496	1,687,496	2,035,573	348,077
Total Other Financing Sources	<u>1,687,496</u>	<u>1,687,496</u>	<u>2,035,573</u>	<u>348,077</u>
Net Change in Fund Balance	3,802	800	45,234	44,434
FUND BALANCE - Beginning of Year	<u>93,069</u>	<u>93,069</u>	<u>93,069</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 96,871</u>	<u>\$ 93,869</u>	<u>\$ 138,303</u>	<u>\$ 44,434</u>

MAJOR CAPITAL PROJECTS FUNDS

General Capital Projects Fund – This fund accounts for the acquisition and construction of major capital facilities and equipment used in general Village operations. This fund does not include capital facilities and equipment used in the village's enterprise funds.

Tax Increment District No. 4 – This fund accounts for the costs of land acquisition and infrastructure improvements related to development of a new industrial park. Financing will be provided primarily from general obligation note proceeds. It is anticipated that costs will be recovered by future incremental property taxes.

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL CAPITAL PROJECTS For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with
	Original	Final	Final Budget
REVENUES			
Intergovernmental	\$ 46,578	\$ 46,578	\$ 9
Investment income	15,000	31,306	16,306
Miscellaneous	5,000	37,931	32,931
Total Revenues	<u>66,578</u>	<u>115,824</u>	<u>49,246</u>
EXPENDITURES			
Capital outlay	3,055,125	2,454,184	1,402,699
Debt Service	42,000	42,000	(12,801)
Debt Issuance costs	3,097,125	2,508,985	1,389,898
Total Expenditures	<u>(3,030,547)</u>	<u>(2,393,161)</u>	<u>1,439,144</u>
Excess (deficiency) of revenues over expenditures			
OTHER FINANCING SOURCES (USES)			
Premium on long-term debt	-	54,900	54,900
Issuance of general obligation notes	2,805,000	2,805,000	-
Transfers in	120,000	37,388	(82,612)
Transfers out	(38,883)	(386,960)	(348,077)
Total Other Financing Sources (Uses)	<u>2,886,117</u>	<u>2,510,328</u>	<u>(375,789)</u>
Net Change in Fund Balance	<u>(144,430)</u>	<u>117,167</u>	<u>1,063,355</u>
FUND BALANCE - Beginning of Year	<u>2,177,163</u>	<u>2,177,163</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 2,032,733</u>	<u>\$ 2,294,330</u>	<u>\$ 1,063,355</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - TID NO. 4 CAPITAL PROJECTS FUND For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with
	Original	Final	Final Budget
REVENUES			
Taxes	\$ 1,500,000	\$ 1,738,028	\$ 2
Intergovernmental	113,009	113,009	9,351
Investment income	40,000	40,000	(15,631)
Miscellaneous	-	-	7,986
Total Revenues	<u>1,653,009</u>	<u>1,891,037</u>	<u>1,708</u>
EXPENDITURES			
Current:			
Conservation and development	180,000	180,000	(7,123)
Capital outlay	8,234	8,320	(1,419)
Total Expenditures	<u>188,234</u>	<u>188,320</u>	<u>(8,542)</u>
Excess of revenues over expenditures	<u>1,464,775</u>	<u>1,702,717</u>	<u>(6,834)</u>
OTHER FINANCING USES			
Transfers out	(1,451,900)	(1,451,900)	-
Total Other Financing Uses	<u>(1,451,900)</u>	<u>(1,451,900)</u>	<u>-</u>
Net Change in Fund Balance	<u>12,875</u>	<u>250,817</u>	<u>(6,834)</u>
FUND BALANCE - Beginning of Year	<u>2,839,492</u>	<u>2,839,492</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 2,852,367</u>	<u>\$ 3,090,309</u>	<u>\$ (6,834)</u>

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

The special revenue fund is used to account for specific revenues that are restricted or committed to expenditures for particular purposes.

Police Impact Fee Fund – This fund accounts for assets used for the construction of police facilities in the village. Revenues are primarily raised through an impact fee on new residential and commercial development.

Fire Impact Fee Fund – This fund accounts for assets used for the construction of fire facilities in the village. Revenues are primarily raised through an impact fee on new residential and commercial development.

Library Impact Fee Fund – This fund accounts for assets used for the construction of library facilities in the village. Revenues are primarily raised through an impact fee on new residential development.

Park and Recreation Impact Fee Fund – This fund accounts for assets used for the construction of park and recreation facilities in the village. Revenues are primarily raised through an impact fee on new residential development.

Senior Van Replacement Fund – This fund accounts for assets to be used for eventual replacement of a van used by the village's Senior Center to provide transportation to senior citizens. Revenues are primarily raised from user fees collected from those using the service.

Police Asset Forfeiture Fund – This fund accounts for receipt and use of funds received from assets seized during drug related arrests.

Police Canine Fund – This fund accounts for Canine expense incurred with training and care of police canines.

Police Honor Guard Fund – This fund accounts for receipts and uses of funds to support events in which honor guards are present.

Historic Preservation Fund – This fund account for receipts and uses of funds in relation to the Historical Preservation program.

Library Fund – This fund accounts for receipt and use of funds received from library donations. Funds are used for furniture and equipment.

Facility Fees Fund – This fund accounts for the receipt and use of funds for the Park and Recreation Department program fees and donations. Funds are used to assist with the maintenance and improvement of any indoor or outdoor facility used by the Park and Recreation Department.

NONMAJOR GOVERNMENTAL FUNDS (Cont'd)

CAPITAL PROJECTS FUNDS

Tax Increment District No. 6 – This fund accounts for the costs of land acquisition and infrastructure improvements related to development of a new industrial park. Financing will be provided primarily from general obligation note proceeds. It is anticipated that costs will be recovered by future incremental property taxes.

Tax Increment District No. 7 – This fund accounts for the costs of land acquisition and infrastructure improvements related to development and expansion of an industrial park. Financing will be provided primarily from general obligation note proceeds and municipal revenue obligations. It is anticipated that costs will be recovered by future incremental property taxes.

VILLAGE OF GERMANTOWN

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
As of December 31, 2017

	Special Revenue Funds			
	Police Impact Fee Fund	Fire Impact Fee Fund	Library Impact Fee Fund	
ASSETS				
Cash and investments	\$ -	\$ -	\$ -	-
Receivables	-	-	-	-
Taxes receivable	-	-	-	-
Accrued interest	-	-	-	-
Restricted Assets	104,731	71,539	52,437	-
Cash and investments	238	126	98	-
Interest				-
TOTAL ASSETS	\$ 104,969	\$ 71,665	\$ 52,535	
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities	\$ -	\$ -	\$ -	-
Accounts payable	-	-	-	-
Accrued liabilities	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	-	-	-	-
Deferred Inflows of Resources	-	-	-	-
Deferred inflows of resources	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
Fund Balances	104,969	71,665	52,535	-
Restricted	-	-	-	-
Committed	-	-	-	-
Unrestricted (deficit)	-	-	-	-
Total Fund Balances	104,969	71,665	52,535	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 104,969	\$ 71,665	\$ 52,535	

	Special Revenue Funds							
	Park and Recreation Impact Fee Fund	Senior Van Replacement Fund	Police Asset Forfeiture Fund	Police Canine Fund	Police Honor Guard	Historic Preservation Fund	Library Fund	Facility Fees Fund
\$ -	\$ -	\$ 28,840	\$ 13,788	\$ 72,825	\$ 8,784	\$ 1,401	\$ 115,892	\$ 115,002
-	-	-	-	-	-	-	-	-
-	-	88	46	207	21	4	-	292
235,542	-	-	-	-	-	-	-	-
560	-	-	-	-	-	-	-	-
\$ 236,102	\$ 28,928	\$ 13,834	\$ 73,032	\$ 8,805	\$ 1,405	\$ 115,892	\$ 115,294	
\$ -	\$ -	\$ 130	\$ 603	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	400	-	-
-	-	-	-	80	80	-	-	-
-	-	130	603	80	80	400	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
236,102	-	-	-	-	-	-	115,892	-
-	28,928	13,704	72,429	8,725	1,005	-	-	115,294
236,102	28,928	13,704	72,429	8,725	1,005	-	115,892	115,294
\$ 236,102	\$ 28,928	\$ 13,834	\$ 73,032	\$ 8,805	\$ 1,405	\$ 115,892	\$ 115,294	

VILLAGE OF GERMANTOWN

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
As of December 31, 2017

	Capital Projects Funds			Total
	TID No. 6 Capital Projects Fund	TID No. 7 Capital Projects Fund	Nonmajor Governmental Funds	
ASSETS				
Cash and investments	\$ 215,957	\$ -	\$ -	\$ 572,489
Receivables				
Taxes receivable	3,502	-	-	3,502
Accrued interest	-	-	-	658
Restricted Assets	-	-	-	-
Cash and investments	-	-	-	464,249
Interest	-	-	-	1,022
TOTAL ASSETS	\$ 219,459	\$ -	\$ -	\$ 1,041,920
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 27,078	\$ 8,357	\$ -	\$ 36,168
Accrued liabilities	-	-	-	400
Due to other funds	83,893	12,956	-	96,929
Total Liabilities	<u>110,971</u>	<u>21,313</u>	-	<u>133,497</u>
Deferred Inflows of Resources				
Deferred inflows of resources	3,502	-	-	3,502
Total Deferred Inflows of Resources	<u>3,502</u>	<u>-</u>	<u>-</u>	<u>3,502</u>
Fund Balances				
Restricted	104,986	-	-	686,149
Committed	-	-	-	240,085
Unrestricted (deficit)	-	(21,313)	-	(21,313)
Total Fund Balances	<u>104,986</u>	<u>(21,313)</u>	<u>-</u>	<u>904,921</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 219,459	\$ -	\$ -	\$ 1,041,920

VILLAGE OF GERMANTOWN

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended December 31, 2017

	Special Revenue Funds				
	Police Impact Fee Fund	Fire Impact Fee Fund	Library Impact Fee Fund	Impact Fee Fund	Park and Recreation Impact Fee Fund
REVENUES					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Public charges for services	40,334	63,890	46,927	122,912	-
Investment income	595	147	165	1,579	-
Miscellaneous	-	-	-	-	-
Total Revenues	<u>40,929</u>	<u>64,037</u>	<u>47,092</u>	<u>124,491</u>	<u>-</u>
EXPENDITURES					
Current					
Public safety	-	-	-	-	-
Culture and recreation	-	-	-	-	-
Conservation and development	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (deficiency) of revenues over expenditures	<u>40,929</u>	<u>64,037</u>	<u>47,092</u>	<u>124,491</u>	<u>-</u>
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	-	-
Transfers out	-	(9,000)	(3,000)	(37,388)	(37,388)
Total Other Financing Sources (Uses)	-	<u>(9,000)</u>	<u>(3,000)</u>	<u>(37,388)</u>	<u>(37,388)</u>
Net Change in Fund Balances	40,929	55,037	44,092	87,103	-
FUND BALANCES - Beginning of Year	64,040	16,628	8,443	148,999	-
FUND BALANCES (DEFICIT) - END OF YEAR	\$ 104,969	\$ 71,665	\$ 52,535	\$ 236,102	\$ -

VILLAGE OF GERMANTOWN

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended December 31, 2017

Capital Projects Funds	Police Asset Forfeiture Fund	Police Canine Fund	Police Honor Guard Fund	Historic Preser- vation Fund	Library Fund	Facility Fees Fund	TID No. 6 Capital Projects Fund
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857
2,480	-	-	-	-	-	48,993	-
210	136	533	83	8	803	838	2,874
-	638	20,050	1,377	600	888	-	110,948
<u>2,690</u>	<u>774</u>	<u>20,583</u>	<u>1,460</u>	<u>608</u>	<u>1,691</u>	<u>49,831</u>	<u>114,679</u>
-	-	-	-	-	-	-	-
-	4,047	16,233	8,978	400	1,670	25,032	-
-	-	-	-	-	-	-	36,309
-	-	-	-	-	-	-	179,134
-	<u>4,047</u>	<u>16,233</u>	<u>8,978</u>	<u>400</u>	<u>1,670</u>	<u>25,032</u>	<u>215,443</u>
<u>2,690</u>	<u>(3,273)</u>	<u>4,350</u>	<u>(7,518)</u>	<u>208</u>	<u>21</u>	<u>24,799</u>	<u>(100,764)</u>
-	-	-	16,243	-	-	-	-
-	-	-	<u>16,243</u>	-	-	-	<u>(184,713)</u>
2,690	(3,273)	4,350	8,725	208	21	24,799	(285,477)
<u>26,238</u>	<u>16,977</u>	<u>68,079</u>	-	<u>797</u>	<u>115,871</u>	<u>90,495</u>	<u>390,463</u>
\$ <u>28,928</u>	\$ <u>13,704</u>	\$ <u>72,429</u>	\$ <u>8,725</u>	\$ <u>1,005</u>	\$ <u>115,892</u>	\$ <u>115,294</u>	\$ <u>104,986</u>

REVENUES	TID No. 7 Capital Projects Fund	Total Nonmajor Governmental Funds
\$ -	-	\$ 857
Taxes	-	-
Public charges for services	-	325,536
Investment income	-	7,971
Miscellaneous	-	134,501
<u>Total Revenues</u>	<u>-</u>	<u>468,865</u>
EXPENDITURES		
Current		
Public safety	-	29,258
Culture and recreation	-	27,102
Conservation and development	-	36,309
Capital Outlay	21,313	200,447
<u>Total Expenditures</u>	<u>21,313</u>	<u>293,116</u>
Excess (deficiency) of revenues over expenditures	(21,313)	175,749
OTHER FINANCING SOURCES (USES)		
Transfers in	-	16,243
Transfers out	-	(234,101)
<u>Total Other Financing Sources (Uses)</u>	<u>-</u>	<u>(217,858)</u>
Net Change in Fund Balances	(21,313)	(42,109)
FUND BALANCES - Beginning of Year	-	947,030
FUND BALANCES (DEFICIT) - END OF YEAR	\$ (21,313)	\$ 904,921

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - POLICE IMPACT FEE FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
REVENUES			
Public charges for services	\$ 8,584	\$ 8,584	\$ 31,750
Investment income	1,000	1,000	(405)
Total Revenues	9,584	9,584	31,345
OTHER FINANCING USES			
Transfers out	(60,000)	(60,000)	60,000
Total Other Financing Uses	(60,000)	(60,000)	60,000
Net Change in Fund Balance	(50,416)	(50,416)	91,345
FUND BALANCE - Beginning of Year	64,040	64,040	-
FUND BALANCE - END OF YEAR	<u>\$ 13,624</u>	<u>\$ 13,624</u>	<u>\$ 91,345</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - FIRE IMPACT FEE FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
REVENUES			
Public charges for services	\$ 9,918	\$ 9,918	\$ 53,972
Investment income	400	400	(253)
Total Revenues	10,318	10,318	53,719
OTHER FINANCING USES			
Transfers out	(9,000)	(9,000)	-
Net Change in Fund Balance	1,318	1,318	53,719
FUND BALANCE - Beginning of Year	16,628	16,628	-
FUND BALANCE - END OF YEAR	<u>\$ 17,946</u>	<u>\$ 17,946</u>	<u>\$ 53,719</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - LIBRARY IMPACT FEE FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
REVENUES			
Public charges for services	\$ 16,298	\$ 16,298	\$ 30,629
Investment income	300	300	(135)
Total Revenues	<u>16,598</u>	<u>16,598</u>	<u>30,494</u>
OTHER FINANCING USES			
Transfers out	(3,000)	(3,000)	-
Net Change in Fund Balance	<u>13,598</u>	<u>13,598</u>	<u>30,494</u>
FUND BALANCE - Beginning of Year	<u>8,443</u>	<u>8,443</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 22,041</u></u>	<u><u>\$ 22,041</u></u>	<u><u>\$ 30,494</u></u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - PARK AND RECREATION IMPACT FEE FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
REVENUES			
Public charges for services	\$ 42,688	\$ 42,688	\$ 122,912
Investment income	3,000	3,000	1,579
Total Revenues	<u>45,688</u>	<u>45,688</u>	<u>124,491</u>
OTHER FINANCING USES			
Transfers out	(60,000)	(60,000)	(37,388)
Total Other Financing Uses	<u>(60,000)</u>	<u>(60,000)</u>	<u>22,612</u>
Net Change in Fund Balance	<u>(14,312)</u>	<u>(14,312)</u>	<u>101,415</u>
FUND BALANCE - Beginning of Year	<u>148,999</u>	<u>148,999</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 134,687</u></u>	<u><u>\$ 134,687</u></u>	<u><u>\$ 101,415</u></u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - SENIOR VAN REPLACEMENT FUND
For the Year Ended December 31, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
REVENUES				
Public charges for services	\$ 3,500	\$ 3,500	\$ 2,480	\$ (1,020)
Investment income	400	400	210	(190)
Total Revenues	<u>3,900</u>	<u>3,900</u>	<u>2,690</u>	<u>(1,210)</u>
Net Change in Fund Balance	3,900	3,900	2,690	(1,210)
FUND BALANCE - Beginning of Year	<u>26,238</u>	<u>26,238</u>	<u>26,238</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 30,138</u>	<u>\$ 30,138</u>	<u>\$ 28,928</u>	<u>\$ (1,210)</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - POLICE ASSET FORFEITURE FUND
For the Year Ended December 31, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
REVENUES				
Investment income	\$ 600	\$ 600	\$ 136	\$ (464)
Miscellaneous	10,000	10,000	638	(9,362)
Total Revenues	<u>10,600</u>	<u>10,600</u>	<u>774</u>	<u>(9,826)</u>
EXPENDITURES				
Public safety	4,000	4,000	4,047	(47)
Total Expenditures	<u>4,000</u>	<u>4,000</u>	<u>4,047</u>	<u>(47)</u>
Net Change in Fund Balance	6,600	6,600	(3,273)	(9,873)
FUND BALANCE - Beginning of Year	<u>16,977</u>	<u>16,977</u>	<u>16,977</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 23,577</u>	<u>\$ 23,577</u>	<u>\$ 13,704</u>	<u>\$ (9,873)</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - POLICE CANINE FUND
For the Year Ended December 31, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
REVENUES				
Investment Income	\$ 1,200	\$ 1,200	\$ 533	\$ (667)
Miscellaneous	7,000	7,000	20,050	13,050
Total Revenues	8,200	8,200	20,583	12,383
EXPENDITURES				
Public safety	4,000	4,000	16,233	(12,233)
Total Expenditures	4,000	4,000	16,233	(12,233)
Net Change in Fund Balance	4,200	4,200	4,350	150
FUND BALANCE - Beginning of Year	68,079	68,079	68,079	-
FUND BALANCE - END OF YEAR	<u>\$ 72,279</u>	<u>\$ 72,279</u>	<u>\$ 72,429</u>	<u>\$ 150</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - POLICE HONOR GUARD
For the Year Ended December 31, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
REVENUES				
Investment Income	\$ -	\$ -	\$ 83	\$ 83
Miscellaneous	-	-	1,377	1,377
Total Revenues	-	-	1,460	1,460
EXPENDITURES				
Public safety	-	-	8,978	(8,978)
Total Expenditures	-	-	8,978	(8,978)
OTHER FINANCING SOURCES				
Transfers in	16,243	16,243	16,243	-
Total Other Financing Sources	16,243	16,243	16,243	-
Net Change in Fund Balance	16,243	16,243	8,725	(7,518)
FUND BALANCE - Beginning of Year	-	-	-	-
FUND BALANCE - END OF YEAR	<u>\$ 16,243</u>	<u>\$ 16,243</u>	<u>\$ 8,725</u>	<u>\$ (7,518)</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - HISTORIC PRESERVATION FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
REVENUES			
Investment income	\$ 8	\$ 8	\$ -
Miscellaneous	600	600	-
Total Revenues	<u>608</u>	<u>608</u>	<u>-</u>
EXPENDITURES			
Culture and recreation	746	746	346
Total Expenditures	<u>746</u>	<u>746</u>	<u>346</u>
Net Change in Fund Balance	(138)	(138)	346
FUND BALANCE - Beginning of Year	<u>797</u>	<u>797</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 659</u>	<u>\$ 659</u>	<u>\$ 346</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - LIBRARY FUND
For the Year Ended December 31, 2017

	Budgeted Amounts		Variance with Final Budget
	Original	Final	
REVENUES			
Investment income	\$ 10	\$ 10	\$ 793
Miscellaneous	2,000	2,000	(1,112)
Total Revenues	<u>2,010</u>	<u>2,010</u>	<u>1,691</u>
EXPENDITURES			
Culture and recreation	-	-	(1,670)
Total Expenditures	<u>-</u>	<u>-</u>	<u>(1,670)</u>
Net Change in Fund Balance	2,010	2,010	(1,989)
FUND BALANCE - Beginning of Year	<u>115,871</u>	<u>115,871</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 117,881</u>	<u>\$ 117,881</u>	<u>\$ (1,989)</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - FACILITY FEES FUND
For the Year Ended December 31, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
REVENUES				
Public charges for services	\$ 36,500	\$ 36,500	\$ 48,993	\$ 12,493
Investment income	1,000	1,000	838	(162)
Total Revenues	37,500	37,500	49,831	12,331
EXPENDITURES				
Culture and recreation	35,500	35,500	25,032	10,468
Total Expenditures	35,500	35,500	25,032	10,468
Net Change in Fund Balance	2,000	2,000	24,799	22,799
FUND BALANCE - Beginning of Year	90,495	90,495	90,495	-
FUND BALANCE - END OF YEAR	<u>\$ 92,495</u>	<u>\$ 92,495</u>	<u>\$ 115,294</u>	<u>\$ 22,799</u>

VILLAGE OF GERMANTOWN

DETAILED SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - TID NO. 6 CAPITAL PROJECTS FUND
For the Year Ended December 31, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
REVENUES				
Taxes	\$ 1,000	\$ 857	\$ 857	\$ -
Investment income	2,500	2,500	2,874	374
Miscellaneous	110,000	110,000	110,948	948
Total Revenues	113,500	113,357	114,679	1,322
EXPENDITURES				
Current				
Conservation and development	78,465	52,591	36,309	16,282
Capital outlay	70,000	96,500	179,134	(82,634)
Total Expenditures	148,465	149,091	215,443	(66,352)
Excess (deficiency) of revenues over expenditures	(34,965)	(35,734)	(100,764)	(65,030)
OTHER FINANCING USES				
Transfers out	(184,713)	(184,713)	(184,713)	-
Total Other Financing Uses	(184,713)	(184,713)	(184,713)	-
Net Change in Fund Balance	(219,678)	(220,447)	(285,477)	(65,030)
FUND BALANCE - Beginning of Year	390,463	390,463	390,463	-
FUND BALANCE - END OF YEAR	<u>\$ 170,785</u>	<u>\$ 170,016</u>	<u>\$ 104,986</u>	<u>\$ (65,030)</u>

VILLAGE OF GERMANTOWN

COMBINING STATEMENT OF NET POSITION INTERNAL SERVICE FUNDS As of December 31, 2017

	Health Insurance Fund	Dental Insurance Fund	Totals
ASSETS			
Current Assets			
Cash and investments	\$ 1,624,944	\$ 55,791	\$ 1,680,735
Receivables	1,302	-	1,302
Accounts Interest	2,743	133	2,876
Total Assets	1,628,989	55,924	1,684,913
LIABILITIES			
Current Liabilities			
Accounts payable	146,951	3,883	150,834
Total Current Liabilities	146,951	3,883	150,834
Total Liabilities	146,951	3,883	150,834
NET POSITION			
Unrestricted	1,482,038	52,041	1,534,079
TOTAL NET POSITION	<u>\$ 1,482,038</u>	<u>\$ 52,041</u>	<u>\$ 1,534,079</u>

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the village, on a cost reimbursement basis.

Health Insurance Fund – This fund accounts for operations of the village's self-funded health insurance plan.

Dental Insurance Fund – This fund accounts for operations of the village's self-funded dental insurance plan.

VILLAGE OF GERMANTOWN

COMBINING STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended December 31, 2017

	Health Insurance Fund	Dental Insurance Fund	Totals
OPERATING REVENUES			
Premiums	\$ 1,566,615	\$ 101,390	\$ 1,668,005
Total Operating Revenues	<u>1,566,615</u>	<u>101,390</u>	<u>1,668,005</u>
OPERATING EXPENSES			
General government	1,537,195	83,727	1,620,922
Total Operating Expenses	<u>1,537,195</u>	<u>83,727</u>	<u>1,620,922</u>
Operating Income	<u>29,420</u>	<u>17,663</u>	<u>47,083</u>
NONOPERATING REVENUES			
Investment income	9,915	119	10,034
Total Nonoperating Revenues	<u>9,915</u>	<u>119</u>	<u>10,034</u>
Change in net position	<u>39,335</u>	<u>17,782</u>	<u>57,117</u>
NET POSITION - Beginning of Year	<u>1,442,703</u>	<u>34,259</u>	<u>1,476,962</u>
NET POSITION - END OF YEAR	<u>\$ 1,482,038</u>	<u>\$ 52,041</u>	<u>\$ 1,534,079</u>

VILLAGE OF GERMANTOWN

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended December 31, 2017

	Health Insurance Fund	Dental Insurance Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES			
Received from other funds	\$ 1,574,768	\$ 101,390	\$ 1,676,158
Paid to suppliers for goods and services	<u>(1,390,244)</u>	<u>(88,766)</u>	<u>(1,479,010)</u>
Net Cash Flows From Operating Activities	<u>184,524</u>	<u>12,624</u>	<u>197,148</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income	8,352	165	8,517
Net Cash Flows From Investing Activities	<u>8,352</u>	<u>165</u>	<u>8,517</u>
Net Change in Cash and Cash Equivalents	<u>192,876</u>	<u>12,789</u>	<u>205,665</u>
CASH AND CASH EQUIVALENTS - Beginning of Year	<u>1,432,068</u>	<u>43,002</u>	<u>1,475,070</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 1,624,944</u>	<u>\$ 55,791</u>	<u>\$ 1,680,735</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES			
Operating income	\$ 29,420	\$ 17,663	\$ 47,083
Changes in assets and liabilities	8,153	-	8,153
Accounts receivable	<u>146,951</u>	<u>(5,039)</u>	<u>141,912</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>\$ 184,524</u>	<u>\$ 12,624</u>	<u>\$ 197,148</u>
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES			
None			

VILLAGE OF GERMANTOWN

STATEMENT OF CHANGES IN ASSETS
AND LIABILITIES - AGENCY FUND
For the Year Ended December 31, 2017

	Balance 1-1-17	Additions	Deductions	Balance 12-31-17
TAX COLLECTION FUND				
Assets				
Cash and investments	\$ 22,630,146	\$ 21,041,340	\$ 22,630,146	\$ 21,041,340
Taxes receivable	8,147,208	10,394,570	8,147,208	10,394,570
TOTAL ASSETS	\$ 30,777,354	\$ 31,435,910	\$ 30,777,354	\$ 31,435,910
Liabilities				
Accounts payable	\$ 102,349	\$ 54,275	\$ 102,349	\$ 54,275
Due to other governments	30,675,005	31,381,635	30,675,005	31,381,635
TOTAL LIABILITIES	\$ 30,777,354	\$ 31,435,910	\$ 30,777,354	\$ 31,435,910

FIDUCIARY FUND

Fiduciary funds are used to account for funds held by the village in a trustee capacity.

Agency funds are used to account for assets held by the village as an agent for individuals, private organizations, other governments and/or other funds.

Tax Collection Agency Fund – This fund is used to account for property tax collections made by the village on behalf of other governing bodies.

Statistical Section

This part of the Village of Germantown's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

FINANCIAL TRENDS – TABLES 1-4

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

- Schedule 1 – Statement of Net Position by Component
- Schedule 2 – Changes in Net Position
- Schedule 3 – Fund Balances, Governmental Funds
- Schedule 4 – Changes in Fund Balances, Total Governmental Funds

REVENUE CAPACITY – TABLES 5 - 13

These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax, as well as other significant revenue sources which include the Water and Wastewater utilities.

- Schedule 5 – Assessed Value and Estimated Actual Value of Taxable Property
- Schedule 6a – Direct and Overlapping Property Tax Rates
- Schedule 6b – Full Value Rates for Property Taxes
- Schedule 7 – Principal Property Tax Payers, Current and Nine Years Ago
- Schedule 8 – Property Tax Levies and Collections
- Schedule 9 – Water and Wastewater Utility – Customer Count
- Schedule 10 – Water Utility Customer Summary
- Schedule 11 – Water Utility Customer Rates
- Schedule 12 – Wastewater Utility Customer Summary
- Schedule 13 – Wastewater Utility Customer Rates

DEBT CAPACITY – TABLES 14 - 18

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and its ability to issue additional debt in the future.

- Schedule 14 – Ratio of Outstanding Debt
- Schedule 15 – Ratio of General Bonded Debt Outstanding
- Schedule 16 – Direct and Overlapping Governmental Activities - Debt
- Schedule 17 – Legal Debt Margin
- Schedule 18 – Pledged, Revenue Coverage, Water Utility

DEMOGRAPHIC AND ECONOMIC INFORMATION – TABLES 19 - 20

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activity takes place.

- Schedule 19 – Demographic and Economic Indicators
- Schedule 20 – Principal Employers

OPERATING INFORMATION – TABLES 21 - 24

These schedules contain service and infrastructure data to help the reader understand how the information in the village's financial report relates to the services the Village provides and the activities it performs.

- Schedule 21 – Full-time Equivalent Village Governmental Employees by Function/Program
- Schedule 22 – Operating Indicators by Function/Program
- Schedule 23 – Capital Asset Statistics
- Schedule 24 - Building Permits

Sources: Unless otherwise noted, the information noted in these schedules is derived from the comprehensive annual financial reports for the relevant year.

Village of Germantown, Wisconsin												
Statement of Net Position by Component												
(Accrual Basis of Accounting)												
Last Ten Fiscal Years												
Table 1												
Village of Germantown, Wisconsin												
Statement of Net Position by Component												
(Accrual Basis of Accounting)												
Last Ten Fiscal Years												

Table 1

Village of Germantown, Wisconsin												
Statement of Net Position by Component												
(Accrual Basis of Accounting)												
Last Ten Fiscal Years												
Table 1												
Village of Germantown, Wisconsin												
Statement of Net Position by Component												
(Accrual Basis of Accounting)												
Last Ten Fiscal Years												

Village of Germantown, Wisconsin
Fund Balances, Governmental Funds
(Minority Annual Basis of Accounting)
Last Ten Fiscal Years

Table 3

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General Fund										
Reserved for:										
Noncurrent liabilities	78,841	88,735	99,505	-	-	-	-	-	-	-
Payment in lieu of taxes	446,759	484,435	533,647	-	-	-	-	-	-	-
Designated for carryovers	-	-	91,263	-	-	-	-	-	-	-
Undesignated	919,250	1,277,719	1,817,020	-	-	-	-	-	-	-
Nonspendable	-	-	-	65,037	54,782	67,189	149,592	2,248	16,035	15,984
Assigned - payment in lieu of taxes	-	-	-	544,994	579,670	574,705	529,246	526,153	519,500	551,784
Assigned - carryovers	-	-	-	254,097	328,036	202,503	187,698	471,661	332,882	410,381
Unassigned	-	-	-	2,385,601	2,993,040	3,271,462	3,409,046	3,926,381	4,454,981	5,175,649
Total general fund	1,444,850	1,850,869	2,541,435	3,254,589	3,955,528	4,115,853	4,269,492	4,928,443	5,317,398	6,152,918
All Other Governmental Funds										
Reserved for:										
Debt Service Fund	(160,612)	40,002	233,980	-	-	-	-	-	-	-
Impact fees	164,883	89,031	97,765	-	-	-	-	-	-	-
Capital projects funds	-	-	-	-	-	-	-	-	-	-
Unreserved, reported in:										
Special revenue funds	141,272	144,210	144,403	-	-	-	-	-	-	-
Capital projects funds	6,328,402	5,271,241	5,087,883	-	-	-	-	-	-	-
Nonspendable	-	-	-	613,074	7,092,486	6,462,900	770,061	9,331,635	4,295,655	5,059,062
Restricted	-	-	-	5,371,744	6,157,744	64,384	140,277	185,098	202,586	240,085
Assigned	-	-	-	1,079,892	795,282	1,023,188	1,255,639	1,863,541	1,558,510	1,103,233
Unassigned	-	-	-	-	-	-	-	-	-	-
Total all other governmental funds	6,473,945	5,544,464	5,564,021	7,101,704	7,879,737	7,541,954	12,973,601	11,380,184	6,056,754	6,421,029
Total fund balance, governmental fund:	7,918,795	7,395,373	8,105,456	10,356,293	11,835,265	11,657,807	17,243,093	16,308,627	11,374,152	12,573,947

Note: In 2011, the village implemented GASB #54, which resulted in new fund balance categories. Prior years have not been restated.
Source: Comprehensive Annual Financial Reports
Fluctuations in all other governmental fund balance, reserved and unreserved amounts, primarily reflect financing, construction in progress, and completion of capital projects.

Village of Germantown, Wisconsin
Changes in Fund Balances, Total Governmental Funds
(Minority Annual Basis of Accounting)
Last Ten Fiscal Years

Table 4

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Revenues										
Taxes	12,413,153	12,874,172	13,489,121	13,752,902	13,716,374	13,846,696	12,869,874	12,814,339	13,679,469	14,046,681
Special Assessments	362,183	374,115	283,451	284,381	289,738	300,302	339,950	363,716	514,984	4,985
Intergovernmental	2,130,360	2,362,593	2,607,078	2,535,027	2,415,344	2,436,164	2,364,686	2,462,718	2,473,891	2,172,247
Regulation and compliance	1,001,331	808,421	813,443	913,636	1,019,889	1,033,161	1,174,161	1,095,844	838,034	1,106,166
Public charges for services	1,169,995	1,206,923	1,285,042	1,334,581	1,484,777	1,627,811	1,691,512	1,721,835	1,821,522	2,118,068
Interdepartmental charges	4,819	61,995	33,000	19,000	-	-	-	-	-	-
Transfers in	233,239	244,627	246,239	886,517	2,037,867	200,216	139,479	115,493	113,796	129,117
Miscellaneous	17,882,294	18,052,966	18,865,891	19,955,021	21,058,900	19,516,846	20,632,189	19,280,641	19,589,732	20,184,356
Total Revenues	17,882,294	18,052,966	18,865,891	19,955,021	21,058,900	19,516,846	20,632,189	19,280,641	19,589,732	20,184,356
Expenditures										
General Government	1,720,719	1,405,082	1,379,302	1,379,656	1,400,870	1,339,722	1,411,749	1,388,142	1,508,556	1,589,231
Public Safety	625,463	624,761	630,325	634,425	630,225	678,485	678,681	684,969	660,795	638,599
Police	1,165,847	1,165,847	1,165,847	1,165,847	1,165,847	1,165,847	1,165,847	1,165,847	1,165,847	1,165,847
Culture and recreation	2,155,005	2,144,035	2,198,980	2,267,406	2,279,602	2,357,270	2,409,242	2,505,837	2,626,584	2,642,780
Conservation and development	234,035	222,248	207,684	199,172	187,562	692,834	452,337	422,966	476,686	431,709
Capital Outlay	5,782,571	2,140,462	2,124,425	1,768,244	3,799,649	2,832,305	4,328,230	3,880,383	7,500,467	3,186,307
Debt Service	439,109	8,058,387	4,067,338	4,001,301	4,989,891	3,803,657	5,477,985	4,545,000	6,560,000	3,855,000
Principal	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000
Interest	53,944	50,656	100,434	44,039	80,370	36,536	141,838	58,658	68,698	54,801
Debt issuance costs	-	-	-	-	-	-	-	-	-	-
Total Expenditures	25,164,301	24,460,965	20,474,316	20,537,024	23,333,115	22,174,009	25,266,330	23,465,506	29,517,743	22,396,255
Excess (Deficiency) of Revenues Over Expenditures	(7,282,007)	(6,407,999)	(1,608,425)	(692,003)	(2,274,215)	(2,657,163)	(4,634,151)	(4,184,865)	(9,927,951)	(2,211,899)
Other Financing Sources (Use):										
Proceeds from the sale of land	363,940	-	-	-	-	-	-	-	-	-
Proceeds of Capital Leases	1,480,000	1,695,172	1,795,000	2,200,000	2,370,000	1,905,000	8,090,000	2,655,000	2,670,000	2,805,000
Issuance of refunding notes	-	3,740,000	3,905,000	-	3,890,000	-	1,065,000	1,665,000	1,665,000	-
Premium on long-term debt	-	-	3,740	83,886	-	-	423,821	70,246	145,016	54,000
Payment to escrow agent	4,288,162	4,278,973	4,810,633	4,944,003	4,967,030	5,874,381	2,634,962	2,589,237	2,883,874	2,640,998
Transfers in	(3,272,203)	(3,725,339)	(4,276,869)	(4,395,049)	(4,377,360)	(3,296,686)	(2,103,170)	(2,061,144)	(2,089,254)	-
Total Other Financing	2,304,139	5,919,607	2,319,048	2,632,840	3,753,187	2,479,705	10,219,447	3,253,399	4,993,516	3,411,694
Net Change in Fund Balances	(4,977,868)	(523,362)	710,623	2,250,837	1,478,972	(177,458)	5,585,286	(934,456)	(4,934,475)	1,199,786
Debt Service as a percentage of noncapital expenditures ⁽¹⁾	28.64%	41.56%	27.71%	26.76%	29.27%	23.02%	26.71%	26.51%	27.28%	22.34%

Note: The Village began to report accrual information when it implemented GASB Statement #34 in fiscal year 2003.
2007 includes Governmental activities capitalized infrastructure assets prior to 2003

⁽¹⁾ 2017: Capital Outlay actually capitalized \$2,472,004, Total Noncapital expenditures \$19,924,251

Village of Germantown, Wisconsin
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year Ended Dec 31	Real Property Assessed	Real Property Equalized Value	Personal Property Assessed	Personal Property Equalized Value	Total Assessed	Total Equalized Value	Village Total Direct Tax Rate	Ratio of Assessed to Equalized
2008	2,332,772,100	2,384,052,785	59,876,656	60,679,556	2,392,648,756	2,424,732,341	0.449	98.65%
2009	2,371,176,000	2,393,612,200	60,983,950	61,526,000	2,432,159,950	2,445,138,200	0.458	99.47%
2010	2,358,535,000	2,319,246,300	58,983,483	59,121,100	2,417,498,483	2,378,367,400	0.461	101.65%
2011	2,355,846,200	2,295,471,300	55,980,303	54,905,600	2,411,835,503	2,350,376,900	0.468	102.61%
2012	2,367,827,500	2,194,612,000	56,286,738	54,047,300	2,424,114,238	2,248,659,300	0.465	107.80%
2013	2,387,341,800	2,140,735,100	66,950,800	61,419,400	2,454,272,000	2,202,155,300	0.466	111.45%
2014	2,253,243,300	2,219,153,200	60,869,700	64,198,900	2,314,113,000	2,283,352,100	0.497	101.19%
2015	2,333,946,300	2,351,421,300	57,265,100	54,482,100	2,391,216,400	2,405,913,400	0.510	98.64%
2016	2,454,515,300	2,516,333,300	60,392,600	61,146,600	2,515,447,900	2,577,479,900	0.504	97.55%
2017								

All equalized valuations of property in the State of Wisconsin are determined by the State of WI, Department of Revenue, Supervisor of Assessment Office. Equalized valuations are the State's estimate of full market value.

The State determines assessed valuation of all manufacturing property in the State. Assessed valuations of residential and commercial property are determined by local assessors. New and improved residential and commercial property located within the Village are assessed annually by the local assessor. At hearings held each year a taxpayer may appeal the assessments of his property to the Board of Review of the local municipality.

The Board of Review consists of local assessors, local officials, and citizen appointees. The assessors do not have a vote on final determinations.

The State's full value law mandates that all assessable property in the State be valued by 100% of market value. Statutes, case law, and administrative rules require that each major class of property (except agricultural property) be kept within 10% of that full value at least once in the past four years. Village-wide revaluations are then undertaken

Village of Germantown, Wisconsin
Direct and Overlapping Property Tax Rates (per \$1,000 of assessed value), before State School Credits
Last Ten Fiscal Years

Fiscal Year Ended Dec 31	Basic	Debt Service	Capital Projects	Total Tax Rate	Germantown School District	Washington County	Overlapping Rates Milwaukee Area Technical College	State of Wisconsin	Total Tax Levy
2008	3.54	0.95	0.00	4.49	9.09	2.75	1.86	0.17	18.36
2009	3.73	0.85	0.00	4.58	9.64	2.79	1.92	0.17	19.10
2010	3.87	0.74	0.00	4.61	10.12	2.81	1.89	0.17	19.60
2011	3.86	0.80	0.00	4.66	9.87	2.78	1.90	0.17	19.38
2012	3.73	0.82	0.00	4.55	9.56	2.67	1.96	0.16	19.01
2013	3.87	0.89	0.00	4.66	8.83	2.57	1.91	0.15	18.12
2014	3.99	0.98	0.00	4.97	9.37	2.66	1.25	0.17	18.42
2015	4.02	1.08	0.00	5.10	9.20	2.62	1.27	0.17	18.35
2016	3.94	1.03	0.00	4.97	8.79	2.59	1.29	0.17	17.78
2017	3.92	1.12	0.00	5.04	9.13	2.55	1.29	0.00	18.01

Source: Village of Germantown Finance Department, Assessors Department and Village records

Village of Germantown, Wisconsin
Full Value Rates for Property Taxes expressed in dollars per \$1,000 of equalized value (excluding TIF)
Last Ten Fiscal Years

Year	Local	Schools	County	Other	Total Full Value Effective Rate
2008/09	4.42	10.80	2.71	1.23	16.57
2009/10	4.55	11.50	2.78	1.35	17.52
2010/11	4.69	12.20	2.86	1.50	18.41
2011/12	4.79	12.07	2.86	1.45	18.35
2012/13	5.02	12.43	2.88	1.57	18.88
2013/14	5.19	11.97	2.86	0.94	19.19
2014/15	5.14	10.77	2.83	0.74	17.74
2015/16	5.07	10.40	2.80	0.18	17.24
2016/17	4.94	10.01	2.58	0.18	16.87
2017/18	4.92	10.17	2.49	0.00	17.58

1 The Schools tax rate reflects the composite rate of all local school districts and the technical college districts

2 Counties, in turn, apportion the tax to the tax districts within their borders on the basis of its full value. It also includes any tax increment and taxes levied for special purpose districts such as metropolitan sewerage districts, sanitary districts, and public inland lake protection districts.

State property taxes were eliminated in the State's 2017 - 2019 budget act

3 Property tax less state property tax credit (not including biweekly credit).

Village of Germantown, Wisconsin
Property Tax Levies and Collections
Last Ten Fiscal Years

Table 8

Fiscal Year Ended December 31,	Taxes Levied for the Fiscal Year	Collected within the Fiscal year of the Levy		Collection in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2008	42,012,204	31,243,429	74.37%	10,748,884	41,992,313	99.95%
2009	46,443,430	34,103,304	73.44%	12,303,856	46,413,160	99.93%
2010	47,372,096	34,787,132	73.43%	12,564,969	47,352,132	99.96%
2011	47,124,290	35,643,828	75.64%	11,466,927	47,110,755	99.97%
2012	46,077,498	34,372,703	74.60%	11,667,411	46,040,113	99.92%
2013	44,480,179	33,590,277	75.54%	10,871,870	44,471,147	99.98%
2014	42,693,918	33,491,084	78.57%	9,076,714	43,567,798	99.87%
2015	43,680,361	33,301,519	75.87%	10,577,270	43,878,789	99.97%
2016	44,292,776	33,949,559	76.65%	10,306,351	44,255,910	99.92%
2017	45,309,491	34,975,793	77.19%	10,333,698	45,288,234	99.95%

** Still in process

Source: Village Finance Department

Notes: Amounts collected include Village of Germantown and all other taxing bodies which make up the total levy.

¹ The amount shown is net of the State Tax Credit

² Current state law requires counties to pay 100% of the real property taxes levied to cities, villages, towns, school districts and other taxing authorities on or about August 20 of the collection year
 Personal Property is collected by municipality

Village of Germantown, Wisconsin
Principal Property Tax Payers
Current Year and Nine Years Ago

Table 7

Taxpayer	2017		2008	
	Estimated Equalized Value ¹	Percentage Village's Total Equalized Value	Taxable Equalized Value	Percentage Village's Total Equalized Value
The Gables of Germantown LLC	22,086,007	0.86%	15,201,199	0.64%
Aligas Safety	19,744,131	0.77%		
Sentinel Germantown	24,718,401	0.86%		
Meridian Germantown LLC	16,131,630	0.63%	19,388,655	0.81%
Cambridge Major Laboratories	15,919,636	0.62%	10,295,425	0.43%
JW SpeakerPhymack	13,938,698	0.54%		
Heather Lake	13,536,996	0.53%		
Stoneledge Properties	12,816,197	0.50%	13,594,301	0.57%
Germantown Properties	8,667,246	0.34%	11,839,032	0.49%
Menard's	8,603,075	0.34%	12,401,632	0.52%
Waste Management			15,179,701	0.63%
Compass Properties				
Devo Germantown LLC				
Gehl's Guernsey			11,082,220	0.46%
Germantown Plaza				
Fountain Square			15,099,701	0.63%
Aurora Health Care			14,166,101	0.59%
Anthony Palermo				
Total	\$156,564,019	6.07%	\$138,247,167	5.78%

Source: Village of Germantown Finance Department, Assessors Department and Village records

¹ Estimated by dividing the assessed values by the ratio of assessed to equalized value for the Village

a) Total Equalized Value January 1, 2017 = \$ 2,577,479,900
 b) Total Equalized Value January 1, 2008 = \$ 2,392,648,756

Village of Germantown, Wisconsin
Water & Wastewater Utility - Customer Count
Last Ten Fiscal Years

Table 9

Function/Program	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016*	2017*
Water and Sewer											
Number of Water Customers	5,426	5,469	5,479	5,510	5,238	5,255	5,311	5,359	5,440	5,460	5,484
Number of Wastewater Customers (gallons)	1,468,088	1,431,337	1,437,277	1,384,222	1,424,038	1,516,312	1,740,041	1,798,090	1,914,348	1,528,685	1,475,211
Number of Wastewater Customers	5,685	5,727	5,744	5,770	5,497	5,511	5,552	5,603	5,682	5,686	5,705

* Fluctuation in consumption due to large water user with its own water source, periodically uses Village water, in prior years they had a problem with their pumping system and used Village water source as primary.

Village of Germantown, Wisconsin
Water Utility Customer Summary
Last Ten Fiscal Years

Table 10

	2007	2008	2009	2010	2011	2012	2013*	2014	2015	2016	2017
Number of customers											
Residential	4,595	4,628	4,636	4,663	4,670	4,685	4,727	4,774	4,840	4,857	4,865
Res - Multi-Family*											
Commercial	785	801	802	802	523	528	432	433	451	450	466
Industrial	27	21	21	21	21	22	22	22	22	22	22
Public	19	19	20	24	24	20	23	23	19	23	23
Total	5,426	5,469	5,479	5,510	5,238	5,255	5,311	5,359	5,440	5,460	5,484
Gallons (thousands)											
Residential	312,443	306,127	301,575	281,134	281,405	314,016	279,389	264,890	270,293	262,740	255,115
Res - Multi-Family*											
Commercial	167,088	168,601	177,733	170,811	180,989	176,460	119,599	106,317	121,581	126,780	129,659
Industrial	44,493	36,936	34,067	43,588	47,300	53,276	181,544	227,407	247,368	134,939	128,166
Public	10,248	10,774	11,231	9,928	10,090	9,702	9,373	7,992	8,372	8,877	10,556
Total	534,252	522,438	524,606	505,241	519,774	553,454	638,400	656,303	668,737	592,434	539,972

* New Public Service Commission Required Class Code - Effective 2013 - derived from Commercial

** Reduction in water due to large industrial customer with their own water source; had used Village water previously due to problems with their pumping system; still use Village source periodically

Village of Germantown, Wisconsin
Water Utility Customer Rates
Last Ten Fiscal Years

Table 11

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General Metered Service										
Quarterly Service Charge	\$13.20	\$13.60	\$14.40	14.40	14.40	14.83	15.27	15.27	15.27	15.27
5/8 inch meter	\$13.20	\$13.60	\$14.40	14.40	14.40	14.83	15.27	15.27	15.27	15.27
3/4 inch meter	\$22.50	\$23.18	\$24.00	24.00	24.00	24.72	25.46	25.46	25.46	25.46
1 inch meter	\$30.75	\$31.67	\$33.00	33.00	33.00	33.99	35.01	35.01	35.01	35.01
1 1/4 inch meter	\$39.00	\$40.17	\$42.00	42.00	42.00	43.26	44.56	44.56	44.56	44.56
1 1/2 inch meter	\$60.00	\$61.80	\$63.00	63.00	63.00	64.89	66.84	66.84	66.84	66.84
2 inch meter	\$99.00	\$101.97	\$105.00	105.00	105.00	108.15	111.39	111.39	111.39	111.39
3 inch meter	\$156.00	\$160.68	\$162.00	162.00	162.00	166.86	171.87	171.87	171.87	171.87
4 inch meter	\$288.00	\$296.64	\$300.00	300.00	300.00	309.00	318.24	318.24	318.24	318.24
6 inch meter	\$444.00	\$457.32	\$462.00	462.00	462.00	475.86	490.14	490.14	490.14	490.14
8 inch meter	\$648.00	\$667.44	\$675.00	675.00	675.00	695.25	716.11	716.11	716.11	716.11
10 inch meter	\$855.00	\$880.65	\$891.00	891.00	891.00	917.73	945.26	945.26	945.26	945.26
12 inch meter										

Volume rate (per 1,000 gallons)

First	\$1.94	\$2.00	\$2.16	\$2.16	\$2.16	\$2.22	\$2.29	\$2.29	\$2.29	\$2.29
Next	\$1.65	\$1.70	\$1.75	\$1.75	\$1.75	\$1.81	\$1.87	\$1.87	\$1.87	\$1.87
Over	\$1.42	\$1.46	\$1.57	\$1.57	\$1.57	\$1.62	\$1.67	\$1.67	\$1.67	\$1.67

Public Fire Protection

Annual service charge to the Village of Germantown

	\$491,824	\$506,579	\$506,579	\$506,579	\$506,579	\$521,776	\$537,429	\$537,429	\$537,429	\$537,429
--	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

Private Fire Protection

Quarterly Service Charge	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
2 inch or smaller connection	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
3 inch connection	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
4 inch connection	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
6 inch connection	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00
8 inch connection	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
10 inch connection	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
12 inch connection										

* 3% Simplified Rate Increase effective 12/15/2009

** 9% Rate Increase effective 9/15/2010

*** 3% Simplified Rate Increase effective 12/15/2013

**** 3% Simplified Rate Increase effective 12/15/2014

Source: Village of Germantown Utility Records

Village of Germantown, Wisconsin
Wastewater Utility Customer Summary
Last Ten Fiscal Years

Table 12

	2008	2009	2010	2011*	2012	2013	2014	2015	2016	2017
Number of customers										
Residential	4,380	4,389	4,412	4,419	4,432	4,473	4,519	4,564	4,574	4,578
Commercial	1,301	1,308	1,308	1,028	1,027	1,026	1,031	1,066	1,070	1,075
Industrial	26	27	29	29	31	32	32	31	31	31
Public	20	20	21	21	21	21	21	21	21	21
Total	5,727	5,744	5,770	5,497	5,511	5,552	5,603	5,682	5,696	5,705
Gallons (thousands)										
Residential	291,335	296,805	266,797	268,106	288,742	283,821	251,582	255,996	249,473	241,242
Commercial	160,627	168,260	165,434	174,766	171,901	159,206	139,755	160,665	161,433	166,929
Industrial	138,293	117,070	142,091	160,703	194,685	216,399	189,970	307,978	272,429	246,822
Public	9,237	9,666	7,953	7,893	7,368	7,264	8,035	8,304	8,022	10,669
Total	589,492	591,801	582,275	611,468	672,696	646,690	589,342	732,943	691,357	665,662

Source: Village of Germantown Utility Records

*2011 - A decrease in # of customers is due to a change in reporting directed by the Wisconsin Public Service Commission. A condominium complex in the Village is currently individually billed even though the consumption of water is based off of a single meter. The PSC directed us to change the prior (286) customer count to (1) customer, the Association, to match the meter count.

Village of Germantown, Wisconsin
Wastewater Utility Customer Rates
Last Ten Fiscal Years

Table 13

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
	*	**	***	****			*****			
General Metered Service										
Quarterly Service Charge	\$20.00	\$25.00	\$27.50	\$31.63	\$36.37	\$36.37	\$40.01	\$40.01	\$40.01	\$40.01
5/8 inch meter	\$20.00	\$25.00	\$27.50	\$31.63	\$36.37	\$36.37	\$40.01	\$40.01	\$40.01	\$40.01
3/4 inch meter	\$37.00	\$46.25	\$50.88	\$58.51	\$67.29	\$67.29	\$74.02	\$74.02	\$74.02	\$74.02
1 inch meter	\$51.00	\$63.75	\$70.13	\$80.65	\$92.75	\$92.75	\$102.02	\$102.02	\$102.02	\$102.02
1 1/2 inch meter	\$66.00	\$82.50	\$90.75	\$104.36	\$120.01	\$120.01	\$132.02	\$132.02	\$132.02	\$132.02
2 inch meter	\$101.00	\$126.25	\$138.88	\$159.71	\$183.67	\$183.67	\$202.03	\$202.03	\$202.03	\$202.03
3 inch meter	\$181.00	\$226.25	\$248.88	\$286.21	\$329.14	\$329.14	\$362.06	\$362.06	\$362.06	\$362.06
4 inch meter	\$296.00	\$370.00	\$407.00	\$468.05	\$538.26	\$538.26	\$592.08	\$592.08	\$592.08	\$592.08
6 inch meter										
Volume rate (per 1,000 gallons)										
All Classes	\$4.32		\$4.32	\$5.465	\$6.285	\$6.285	\$6.913	\$6.913	\$6.913	\$6.913
Residential Only		\$4.32	\$4.752	\$5.465	\$6.285	\$6.285	\$6.913	\$6.913	\$6.913	\$6.913
Commercial, Industrial, Public		\$5.40	\$5.940	\$6.831	\$7.856	\$7.856	\$8.641	\$8.641	\$8.641	\$8.641
General Unmetered Service										
Flat rate	\$96.68	\$101.68	\$111.85	\$128.63	\$147.93	\$147.93	\$162.75	\$162.75	\$162.75	\$162.75
based on avg. usage (gal.)/qtr.	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750	17,750

* Rate Increase effective September 15, 2009

**10% Rate Increase effective 9/15/2010

***15% Rate Increase effective 6/15/2011

**** 15% Rate Increase effective 12/15/2011

***** 10% Rate Increase effective 12/15/2014

Source: Village of Germantown Utility Records

Village of Germantown, Wisconsin
Ratio of Outstanding Debt
Last Ten Fiscal Years

Fiscal Year Ended December 31,	Governmental Activities				Business-type Activities			Total Primary Government	Debt per Capita	Population
	General Obligation Bonds	General Obligation Notes	Refunding Bonds	Other Obligations	Capital Leases	Water Utility Revenue Bonds	Water & Sewer Utility Notes			
2008	12,540,000	8,960,000	14,186,661	46,367		1,045,000	-	36,778,028	1,872	19,650
2009	9,540,000	7,880,000	13,990,738	1,695,172		1,048,574	-	34,154,484	1,738	19,650
2010	5,135,000	8,525,000	15,917,927	1,467,834		1,666,067	-	32,711,828	1,656	19,749
2011	4,345,000	9,435,000	14,278,605	1,261,533		1,649,069	-	30,969,207	1,566	19,772
2012	735,000	10,410,000	16,170,407	251,642		1,566,328	-	29,133,377	1,471	19,803
2013	410,000	10,845,000	14,272,770	127,985		1,482,713	-	27,138,468	1,370	19,811
2014	5,790,000	11,760,000	12,146,752	-	129,579	1,393,201	-	31,219,532	1,570	19,891
2015	5,765,000	11,540,000	10,528,381	-	97,887	1,302,768	-	29,234,036	1,464	19,972
2016	5,740,000	14,250,000	5,695,028	-	65,933	1,211,390	-	26,962,351	1,348	20,008
2017	5,405,000	14,745,000	3,930,000	-	31,919	1,114,042	-	25,225,961	1,264	19,965

A-82

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements. Section F. Long-Term Obligations

Population trend per U.S. Census Bureau, and estimates per Official Statements

Village of Germantown, Wisconsin
Ratio of General Bonded Debt Outstanding
Last Ten Fiscal Years

Table 15

Fiscal Year Ended December 31,	General Bonded Debt Outstanding					Less: Amounts Reserved for Debt Service	Total	Percentage of Long-Term Debt to Equalized Value	Equalized Valuation	Net Long-Term Debt per Capita	Population
	General Obligation Bonds	General Obligation Notes	Refunding Bonds	Refunding Notes	Refunding Bonds						
2008	12,540,000	8,980,000	14,186,661			(40,772)	35,666,661	1.47%	2,423,848,300	1,816	19,650
2009	5,135,000	6,526,000	15,917,927			(233,940)	20,343,967	1.23%	2,375,302,400	1,486	19,749
2010	4,345,000	9,435,000	14,278,605			(355,159)	27,703,446	1.18%	2,350,376,900	1,401	19,772
2011	735,000	10,410,000	16,170,407			(287,051)	27,028,356	1.20%	2,248,658,300	1,365	19,803
2012	410,000	10,845,000	14,272,770			(2,697,292)	22,850,478	1.04%	2,202,155,500	1,152	19,811
2013	515,000	11,660,000	14,272,770			(1,715,252)	24,722,248	1.07%	2,255,555,500	1,161	19,811
2014	515,000	11,660,000	14,272,770			(1,715,252)	24,722,248	1.07%	2,255,555,500	1,161	19,811
2015	5,765,000	11,540,000	10,829,382			(789,464)	27,903,927	1.12%	2,463,919,400	1,353	19,972
2016	5,740,000	11,250,000	5,695,028			(93,059)	25,991,959	1.02%	2,501,879,800	1,279	20,008
2017	5,405,000	14,745,000	3,890,000			(138,303)	23,941,697	0.83%	2,577,479,900	1,199	19,965

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements. Population 2008: as current 2000 census with estimation. 2005 - 2009 - 2010 U.S. Census. 2017 population figure is an estimate. 2016 American Community Survey (based on a five-year estimate). www.factfinder2.census.gov

Village of Germantown, Wisconsin
Direct and Overlapping Governmental Activities Debt
As of December 31, 2017

Table 16

Governmental Unit	2017 Equalized Value	Total G.O. Debt Outstanding	Village EV Percentage of District	Village Proportionate Share
Milwaukee Area Technical College	76,548,230,996	106,955,000	3.3671% ¹	3,601,282
Germantown School District	3,465,243,706	96,795,783	74.6962% ²	72,204,976
Washington County	14,614,346,100	9,350,000	17.6866% ³	1,649,022
Subtotal, overlapping debt	94,617,822,802	213,100,783	3.01% ²	77,456,280
Village Direct Debt	2,577,479,900	24,111,919	100.000% ³	24,111,919
Village Debt to Equalized Value		237,212,702	0.94% ³	
Total Direct and overlapping debt				101,568,199
Debt Per Capita Village General Obligation Debt				1,207.71 ⁴
Debt Per Capita Village Share of Overlapping Debt				3,879.60
				5,087.31

Source: Financial Officers of the overlapping School Districts and Counties, Official Statement dated May 11, 2017
¹ Percentage of Village equalized value to district equalized value.
² Percentage of Village overlapping debt outstanding to village equalized value.
³ Percentage of Village outstanding debt to village equalized.
⁴ Population 2017 estimate 19,965, debt per capita.

Village of Germantown, Wisconsin
Demographic and Economic Indicators
Last Ten Fiscal Years

Table 19

Year	Estimated Population	Personal Income (thousands of dollars)	Per Capita Personal Income (thous)	Median Age	School Enrollment	Washington County Unemployment Rate
2008	19,650	\$681,757	\$34,695	39.5	3,960	4.30%
2009	19,650	\$681,757	\$34,695	39.5	4,000	8.60%
2010	19,749	\$685,192	\$34,696	41.7	3,961	8.20%
2011	19,772	\$686,049	\$34,696	41.7	4,052	6.10%
2012	19,803	\$708,571	\$35,781	40.2	3,999	6.40%
2013	19,811	\$707,055	\$35,690	41.4	3,987	5.10%
2014	19,891	\$709,512	\$35,670	41.9	3,909	4.30%
2015	19,972	\$725,063	\$36,304	42.0	3,913	3.40%
2016	20,008	\$733,653	\$36,668	42.2	3,895	3.10%
2017	19,965	\$753,020	\$37,717	42.6	3,915	2.20%

Note: Population - Wisconsin Department of Administration, Demographic Services Center estimates, 2010 census

US Bureau of Economic Analysis
Wisconsin Department of Workforce Development, Office of Economic Advisors, per capita income
School Enrollment - WI Dept of Public Instruction, Head Count & Membership
<https://apps4.dpi.wi.gov/sfsw/MembershipFTEReport.aspx>
Unemployment - Wisconsin Department of Workforce Development, Division of Workforce Excellence (Washington County), Rates not compiled for individual communities with populations under 25,000, AVG Washington County
www.factfinder2.census.gov
2000 & 2010 Census of Population and Housing, and 2016 American Community Survey (based on a 5-year estimate,
U.S. Census Bureau

Village of Germantown, Wisconsin
Principal Employers
Current Year and Nine Years Ago

Table 20

Employer	2017			2008		
	Employees	Rank	Percentage of Total Village Population	Employees	Rank	Percentage of Total Village Population
Waste Management	600	1	3.01%	500	1	2.50%
MGIS Mfg	546	2	2.73%	200	8	1.00%
Germantown School District	500	3	2.50%	500	2	2.50%
J.W. Speaker Company	450	4	2.25%	200	7	1.00%
Blissworth Adhesives	422	5	2.11%			
Village of Germantown	3					
Walmart	400	6	2.00%	450	3	2.25%
Celtic Foods	333	7	1.67%			
GKN Sintered Metals	300	8	1.50%	400	4	2.00%
Moldmakers	300	9	1.50%			
David Frank Landscape	250	10	1.25%			
Wago				250	5	1.25%
Aurora Health Care				200	9	1.00%
West Rock - Tern (prev. Snurfit)				200	6	1.00%
Argas Corporation				200	10	1.00%
Millie Fleet Farm						
Total	4,101		20.54%	3100		15.50%

Source:

¹ Taken from Final Official Statement for General Obligation Promissory Notes and Bonds, Dated May 1, 1999, Village of Germantown, Wisconsin, 2008

² Taken from Final Official Statement for General Obligation Notes, Dated May 21, 2018, Village of Germantown, Wisconsin, 2018
Refrence USA, written and telephone / February 2018, Wisconsin Manufacturers Register, and the Wisconsin Department of Workforce Development
This does not purport to be a comprehensive list, and is based on available date obtained through a survey of individual employees, as well as identified sources. Some employers do not respond to inquiries.

³ Includes full-time, part-time, and seasonal employment

⁴ Population - Wisconsin Department of Administration, Demographic Services Center, 2008 estimation (20,001), 2017 Estimation (19,965), and 2010 U.S. Census 19,749

Village of Germantown, Wisconsin
Full-time Equivalent Village Government Employees by Function/Program
Last Ten Fiscal Years

Table 21

Function/Program	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General Government	720	570	570	570	570	570	570	570	570	570
Public Safety	59,35	57,35	57,35	57,35	57,35	57,35	57,35	57,35	57,35	61,35
Public Works	17,16	17,16	17,16	17,16	17,16	17,16	17,16	17,16	17,16	18,16
Culture & Recreation	24,12	23,12	23,12	23,12	23,12	23,50	23,50	23,50	23,75	23,75
Conservation & Development	1,90	1,90	1,90	1,90	1,90	1,90	1,90	1,90	1,90	1,90
Water	8,10	8,30	8,30	8,30	8,30	8,30	8,30	8,30	8,30	8,30
Sewer	7,42	7,42	7,42	7,42	7,42	7,82	7,82	7,82	7,82	7,82
Total *	125,25	120,95	120,95	120,95	120,95	121,73	121,73	121,73	121,98	126,98
Total # of IW2s	423	400	397	402	399	426	434	467	467	422

Source: Village of Germantown. * Total count equals regular full-time and part-time personnel; does not include seasonal, recreational, or Paid on Call Fire & Rescue

Village of Germantown, Wisconsin
Operating Indicators by Function/Program
Last Ten Fiscal Years

Table 22

Function/Program	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Public Safety										
Police	31	31	31	31	31	31	31	31	31	32
Number of Sworn Officers	2539	2,453	2,823	2,682	3,207	3,150	2,539	2,888	2,538	2,201
Number of Citations										
Fire	4	4	4	4	4	4	4	4	4	8
Number of Employees - Full Time	4	4	4	4	4	4	4	4	4	0.5
Number of Employees - Part Time	35	35	35	35	35	35	35	35	35	35
Number of Employees - Paid on Call										
Public Works	3,65	3,27	2,34	3,89	5,39	2,77	1,83	1,03	6,00	9,00
Street Surfacing/Sealcoating (miles)	0.25	0.00	0.25	0.45	0.95	0.10	0.75	0.42	3.86	2.49
Asphalt Resurface/Repairs (miles)										
Culture & Recreation	12	12	12	12	12	12	12	12	12	12
Parks										
Acreage	514.5	514.5	514.5	514.5	514.5	514.5	514.5	514.5	514.5	514.5
Library	139,314	146,685	159,589	176,121	174,269	175,186	154,917*	155,249	149,088	145,823
Volumes in Collection										215,156
Volumes in Collection - Digital										
Water and Sewer	5,469	5,479	5,510	5,238	5,255	5,311	5,359	5,440	5,460	5,484
Number of Water Customers	1,431,337	1,437,277	1,384,222	1,426,405	1,516,312	1,749,041	1,798,090	1,914,348	1,526,655	1,479,211
Average Daily Water Consumption (gallons)										
Number of Sewer Customers	5,727	5,744	5,770	5,497	5,511	5,552	5,603	5,682	5,696	5,705

* 2014 Library Collections - removed more volumes than usual, back issues of magazines, videos, and more than half of books on cassette
2017 include Digital Library material

Village of Germantown, Wisconsin
Capital Asset Statistics by Function/Program
 Last Ten Fiscal Years

Table 23

Function/Program	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Public Safety										
Police Stations	1	1	1	1	1	1	1	1	1	1
Fire Stations	2	2	2	2	2	2	2	2	2	2
Public Works										
Mileage of Road (miles)	129.96	129.96	129.96	129.30	129.58	129.58	129.58	129.69	130.07	130.70
Sidewalks (miles)	19.45	19.45	19.66	19.76	19.76	20.38	20.38	20.48	21.25	22.05
Culture & Recreation										
Parks	12	12	12	12	12	12	12	12	12	12
Playgrounds	13	13	13	13	13	13	13	13	13	13
Tennis Courts	1	1	1	1	1	1	1	1	1	1
Spraygrounds	1	1	1	1	1	1	1	1	1	1
Senior Center	1	1	1	1	1	1	1	1	1	1
Library	1	1	1	1	1	1	1	1	1	1
Water										
Water Mains (miles)	89.20	89.55	89.29	89.29	89.52	89.074	89.569	89.600	91.773	92.446
Fire Hydrants	1,125	1,130	1,133	1,142	1,301	1,301	1,308	1,308	1,327	1,335
Sewer										
Sanitary Sewer (miles)	88.05	89.05	89.34	89.50	90.50	93.00	96.00	97.62	98.16	101.83

Source: Village of Germantown Department Directors and capital asset/inventory records
 2012 Fire Hydrant count increase due to the reconciliation of hydrants reported to the GIS System

Village of Germantown, Wisconsin
Building Permits
 Last Ten Fiscal Years

Table 24

Type	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
No. of All Building Permits Including additions & remodeling	539	454	496	490	598	607	554	623	623	654
Valuation	\$51,530,379	\$22,032,771	\$16,523,302	\$23,367,537	\$36,865,276	\$34,817,008	\$5,636,764	\$53,796,810	\$26,781,279	\$101,801,123
New Single Family Homes										
No. of building permits	27	15	18	24	54	60	40	38	40	53
Valuation	\$7,889,846	\$3,536,955	\$4,977,791	\$7,023,748	\$5,888,340	\$13,640,425	\$14,212,083	\$8,660,736	\$8,596,327	\$9,401,508
New Multiple Family Buildings										
No. of building permits	2	1	1	2	8	2	0	0	0	2
No. of units	4	2	2	4	18	4	0	0	0	127
Valuation	\$660,000	\$362,000	\$362,000	\$0	\$625,000	\$3,022,250	\$1,080,000	\$0	\$0	\$34,042,000
New Commercial/Industrial Buildings										
No. of building permits	13	2	70	2	7	1	4	2	2	0
Valuation	\$27,689,178	\$1,195,000	\$7,355,819	\$8,420,000	\$15,618,091	\$3,100,000	\$18,548,000	\$9,421,000	\$1,662,700	\$0

FORM OF LEGAL OPINION

(See following pages)

ATTORNEYS AT LAW

Telephone (414) 375-2630
Fax (414) 375-2631LEGAL OPINION

We have served as bond counsel with regard to:

\$3,075,000
VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019C
DATED MAY 2, 2019

We hereby certify that we have examined a transcript of proceedings of the Village Board of the Village of Germantown relative to the authorization, issuance and sale of the aforesaid Notes. We have also examined the law and such other documents furnished to us as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the transcript of proceedings and other certifications furnished to us without undertaking to verify the same by independent investigation.

The Notes are numbered 1 and upward; are in the denomination of \$5,000 or any integral multiple thereof; bear interest at the rates set forth below; and mature serially on March 1 of each year, in the years and principal amounts as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$ 50,000	—.%
2021	310,000	—.
2022	315,000	—.
2023	320,000	—.
2024	330,000	—.
2025	335,000	—.
2026	340,000	—.
2027	350,000	—.
2028	360,000	—.
2029	365,000	—.

Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2020.

Village of Germantown
Legal Opinion

At the option of the Village, the Notes maturing on March 1, 2027, and thereafter are subject to redemption prior to maturity on March 1, 2026 or on any date thereafter. Said Notes are redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

We further certify that we have examined a sample of the Notes and find the same to be in proper form.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Notes (except to the extent, if any, stated in the Official Statement), and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

Based on our examinations, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Notes are valid and binding general obligations of the Village.
2. All taxable property in the territory of the Village is subject to ad valorem taxation without limitation as to rate or amount to pay the Notes. The Village is required by law to include in its annual tax levy the principal and interest coming due on the Notes except to the extent the necessary funds have been irrevocably deposited into the debt service fund account established for the payment of the principal of and interest on the Notes.
3. The interest on the Notes is excludable from gross income for federal income tax purposes. The interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the first sentence of this paragraph is subject to the condition that the Village comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Village has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Notes in gross income for federal income tax purposes to be retroactive to the date of issuance of the Notes. We express no opinion regarding other federal tax consequences arising with respect to the Notes.

It is to be understood that the rights of the holders of the Notes and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that enforcement of the Notes may also be subject to the exercise of judicial discretion in appropriate cases.

GRIGGS LAW OFFICE LLC

BOOK-ENTRY-ONLY SYSTEM

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.
3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.
7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Village or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.
9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.
10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Village or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.
11. The Village may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, but the Village takes no responsibility for the accuracy thereof.

FORM OF CONTINUING DISCLOSURE CERTIFICATE

(See following pages)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Village of Germantown, Washington County, Wisconsin (the “Issuer”) in connection with the issuance of \$3,075,000 General Obligation Promissory Notes, Series 2019C, dated May 2, 2019 (the “Securities”). The Securities are being issued pursuant to a Resolution, dated April 15, 2019 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Securities and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“National Repository” shall mean the Municipal Securities Rulemaking Board electronically through the Electronic Municipal Market Access system, available at www.emma.msrb.org, or such other website as may be determined from time to time by the Securities and Exchange Commission.

“Obligated Person” shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Securities.

“Participating Underwriter” shall mean any of the original underwriters of the Securities required to comply with the Rule in connection with the offering of the Securities.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time including any official interpretations thereof.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, not later than October 1 of each year, commencing October 1, 2019, provide to the National Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) Documents provided to the National Repository shall be accompanied by identifying information as prescribed by the National Repository.

(c) The Issuer shall determine each year prior to providing the Annual Report the electronic address of the National Repository.

(d) If the Issuer is unable or fails to provide to the National Repository an Annual Report by the date required in subsection (a), the Issuer shall send in a timely manner a notice of that fact to the National Repository in the format prescribed by the National Repository.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) The Issuer's audited financial statements. The financial statements will be prepared in accordance with Generally Accepted Accounting Principles. If audited financial statements are not available by October 1, unaudited financial information will be provided, and audited financial statements will be submitted to the National Repository when and if available.

(b) Updates of the following sections of the final official statement:

- (1) The Issuer – Employees; Pensions
- (2) Tax Levies and Collections
- (3) Valuations – Current Property Valuations
- (4) Debt – Direct Debt
- (5) Debt – Debt Limit

Any or all of the items listed above may be incorporated by reference from documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. (Currently located at 1300 I Street NW, Suite 1000, Washington, DC 20005, (202) 838-1500.) The Issuer shall clearly identify each document so incorporated by reference.

Section 5. Reporting of “Listed” Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events to the extent applicable to the Securities:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Securities or other material events affecting the tax status of the Securities;
- (7) Modification to rights of holders of the Securities, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
- (13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(For the purposes of the event identified in subsection (a) (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.)

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine under applicable legal standards if such event would constitute material information, within the meaning of the Rule, for holders or beneficial owners of the Securities, provided, that any event under subsection (a) (1), (3), (4), (5), (8) (tender offers only), (9), (11), (12) or (16) will always be deemed to be material.

(c) If the Issuer determines that knowledge of the occurrence of a Listed Event would be material, the Issuer shall, in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the National Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Securities pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any holder or beneficial owner of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and holders and beneficial owners from time to time of the Securities, and shall create no rights in any other person or entity.

Date: May __, 2019

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY, WISCONSIN

By _____
Deanna Braunschweig,
Village Clerk

(SEAL)

NOTICE OF SALE

\$3,075,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019C VILLAGE OF GERMANTOWN, WISCONSIN

Bids for the purchase of \$3,075,000* General Obligation Promissory Notes, Series 2019C (the "Notes") of the Village of Germantown, Wisconsin (the "Village") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Municipal Advisors to the Village, until 10:30 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 10:30 A.M. Central Time, on April 15, 2019, at which time they will be opened, read and tabulated. The bids will be presented to the Board of Trustees for consideration for award by resolution at a meeting to be held at 7:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the Village will be accepted unless all bids are rejected.

PURPOSE

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the costs of 2019 capital improvements including road and improvements and equipment acquisition. The Notes are valid and binding general obligations of the Village, and all the taxable property in the Village is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Notes will be dated May 2, 2019, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on March 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2020	\$50,000	2024	\$330,000	2028	\$360,000
2021	310,000	2025	335,000	2029	365,000
2022	315,000	2026	340,000		
2023	320,000	2027	350,000		

ADJUSTMENT OPTION

* The Village reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on March 1 and September 1 of each year, commencing March 1, 2020, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. **The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2021 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.)** All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

PAYING AGENT

The Village may designate a Village officer or select a bank or trust company to act as paying agent (the "Paying Agent"). If a bank or trust company is selected as Paying Agent, the Village will pay the charges for Paying Agent services. The Village reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the Village, the Notes maturing on or after March 1, 2027 shall be subject to optional redemption prior to maturity on March 1, 2026 or any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the Village. If only part of the Notes having a common maturity date are called for redemption, then the Village or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of redemption shall be sent by mail not more than 60 days and not less than 30 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about May 2, 2019, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the Village will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the Village, threatened. Payment for the Notes must be received by the Village at its designated depository on the date of closing in immediately available funds.

LEGAL OPINION

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Griggs Law Office LLC, Bond Counsel to the Village, and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the Village; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

STATEMENT REGARDING COUNSEL PARTICIPATION

Bond Counsel has not assumed responsibility for this Preliminary Official Statement or participated in its preparation (except with respect to the section entitled "TAX EXEMPTION" in the Preliminary Official Statement and the "FORM OF LEGAL OPINION" found in Appendix B).

SUBMISSION OF BIDS

Bids must not be for less than \$3,044,250 nor more than \$3,321,000 plus accrued interest on the principal sum of \$3,075,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:30 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the Village nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$61,500 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The Village reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the Village may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the Village as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith.

The Village and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the Village scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The Village's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The Village reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the Village requested and received a rating on the Notes from a rating agency, the Village will pay that rating fee. Any rating agency fees not requested by the Village are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The Village will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

NON-QUALIFIED TAX-EXEMPT OBLIGATIONS

The Village will NOT designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Notes to the extent permitted under prior law.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the Village will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Preliminary Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the Village in establishing the issue price of the Notes and shall execute and deliver to the Village at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the Village under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the Village by the Village's municipal advisor identified herein and any notice or report to be provided to the Village may be provided to the Village's municipal advisor.

(b) The Village intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) The Village shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Village may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Village anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the Village shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the Underwriter. In such event, any bid submitted will not be subject to cancellation or withdrawal and the Village agrees to use the rule selected by the Underwriter on its bid form to determine the issue price for the Notes. On its bid form, each Underwriter must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the Underwriter selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the Village promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Village acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of

the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The Village further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(e) If all of the requirements of a "competitive sale" are not satisfied and the Underwriter selects the 10% test, the Underwriter agrees to promptly report to the Village, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Village or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Village or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Village (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Notes are awarded by the Village to the winning bidder.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Preliminary Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Board of Trustees

Kim Rath, Finance Director/Treasurer
Village of Germantown, Wisconsin

BID FORM

The Board of Trustees
Village of Germantown, Wisconsin

April 15, 2019

RE: \$3,075,000* General Obligation Promissory Notes, Series 2019C
DATED: May 2, 2019

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$_____ (not less than \$3,044,250 nor more than \$3,321,000) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

_____ % due 2020	_____ % due 2024	_____ % due 2028
_____ % due 2021	_____ % due 2025	_____ % due 2029
_____ % due 2022	_____ % due 2026	
_____ % due 2023	_____ % due 2027	

* The Village reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2021 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.) All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$61,500 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The Village reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the Village may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the Village as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about May 2, 2019.

This bid is subject to the Village's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Notes.

We have received and reviewed the Official Statement and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the Village with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an Underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: ____ NO: ____.

If the competitive sale requirements are not met, we elect to use the (circle one): 10% test / hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: _____ By: _____

Account Members:

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from May 2, 2019 of the above bid is \$_____ and the true interest cost (TIC) is _____%.

The foregoing offer is hereby accepted by and on behalf of the Board of Trustees of the Village of Germantown, Wisconsin, on April 15, 2019.

By: _____	By: _____
Title: _____	Title: _____

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: April 15, 2019

AGENDA ITEM: Public Hearing & New Business [CONDITIONAL USE PERMIT]

ITEM TITLE: Towne Realty Inc. d/b/a Zilber Property Group, Agent for ZPG Development LLC, Property Owner – W210 N12805 Gateway Crossing in the Germantown Gateway Corporate Park. Conditional Use Permit Application to Allow Grading & Filling within a 75' Navigable Waterway Setback.

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

SUMMARY EXPLANATION:

Zilber Property Group is requesting approval of a 4-lot Certified Survey Map (CSM) AND Conditional Use Permit (CUP) for the next phase of development in the Germantown Corporate Park located at the Holy Hill Road @ Gateway Crossing intersection east of US41, including a 198,766 sqft (Zilber II) and a 204,373 sqft (Zilber III) industrial buildings.

The proposed 4-lot CSM re-divides the remaining 101.7 acres of land in the Gateway Corporate Park to facilitate current and future development, including the creation of Lot 3, a 33.1 acre parcel for the two multi-tenant industrial buildings referred to as "Zilber II" and "Zilber III".

The CUP is required in order to encroach into approximately 6,000 sqft (.137 acres) of the 75' navigable waterway setback area that extends outward from the unnamed navigable stream located west of the proposed Zilber II site. All of the disturbed area will be subject to filling and/or grading necessary to raise the elevation of the parking area and internal drive for the 198,766 sqft industrial building.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a conditional use permit to Lendlease Americas Inc. and Rockfield Investments LLC, property owner, to allow the installation and operation of a wireless communication facility and 185.5' monopole tower as proposed on the property subject to (5) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

CUP # 05 – 19

Document No.

CONDITIONAL USE PERMIT

Document Title

**VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT**

Whereas the Applicant:

**Towne Realty Inc. d/b/a Zilber Property Group, Applicant &
ZPG Development LLC, Property Owner**

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant and Property Owner to allow development within the 75' navigable waterway setback areas as presented Site Development Plans dated 3-4-2019 and exhibits contained in the Wetland Mitigation Narrative dated 2-28-19 pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code.

Name & Return Address:

**Village of Germantown
P.O. Box 337
Germantown, WI 53022**

Parcel Identification No:

**GTNV 241-997, 241-998 &
242-999****On the following described property located in the Village of Germantown, Washington County, Wisconsin:**

Lot 2 of Certified Survey Map No. 6824, in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7 and the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 101.73 acres. The development site is located on the south side of the parcel abutting Holy Hill Road immediately across from the Briggs & Stratton building currently under construction.

Tax Key No: GTNV 073-990

Address: W210 N12805 Gateway Crossing

Pursuant to the following condition(s):

1. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.
2. The Property Owner shall implement the wetland setback compensation measures as set forth in the Wetland Mitigation Narrative (dated February 28, 2019) as part of the site development activities. Any changes to the mitigation plan, or, changes to any proposed development of the site that impacts the ability to implement the mitigation plan shall be reported to the Village.
3. The Property Owner shall prepare and submit an annual monitoring report to the Village concerning the management activities proposed in the Wetland Mitigation Narrative (dated February 28, 2019), including the planting/restoration of native

vegetation. Said report shall, at a minimum, detail the type and number of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities carried out, and the planned activities for the coming year. Said report shall be submitted annually at the end of each year beginning in 2020 for a period of three (3) years.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the ____ day of _____, 2018.

ATTEST:

Dean Wolter, Village President

_____, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2019, the above named Dean Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

The following named person, who is authorized to represent ZPG Development LLC, Property Owners, hereby accepts the terms and conditions set forth in this Permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

{type or print name on this line}

{signature on this line}

Agent for Towne Realty Inc. d/b/a Zilber Property Group

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

The following named person, who is authorized to represent ZPG Development LLC, Property Owners, hereby accepts the terms and conditions set forth in this Permit and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

{type or print name on this line}

{signature on this line}
Agent for ZPG Development LLC

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Community Development Director/Zoning Administrator
Village of Germantown, Wisconsin

CERTIFIED SURVEY MAP (CSM), SITE PLAN & CONDITIONAL USE PERMIT APPLICATIONS

4/8/19 Plan Commission Meeting

ZPG Development LLC / Germantown Gateway Corporate Park

Village Planner Report

Germantown, Wisconsin

Summary

Frank Dekan, Zilber Property Group, agent for ZPG Development LLC, is requesting approval of a 4-lot Certified Survey Map (CSM), Conditional Use Permit (CUP) and Site Development and Building Plans for the next phase of development in the Germantown Corporate Park located at the Holy Hill Road @ Gateway Crossing intersection east of US41, including a 198,766 sqft and a 204,373 sqft industrial building.

Location: Holy Hill Road @ Gateway Crossing (¼-mile east of US41)

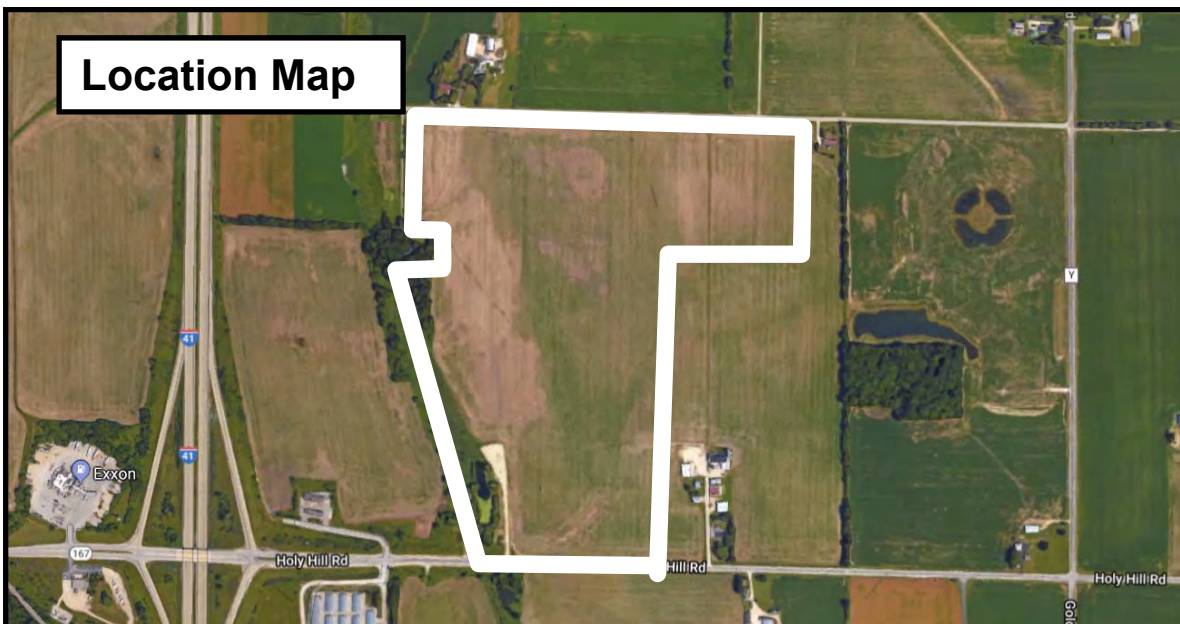
Agent/

Property Owners: Frank Dekan ZPG
710 N. Plankinton Ave
Milwaukee, WI

Jason Lueders, ZPG Development LLC
710 N. Plankinton Ave
Milwaukee, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Agricultural	A-1
East	Industrial/Residential	M-1/Rs-1
West	Agricultural	A-1



Background/Proposal

In 2018, the Village Board approved amendments to the Village's 2020 Land Use Plan (LUP) Map and rezoned a 146.5-acre area for the planned industrial development known as the "Germantown Corporate Park" located on Holy Hill Road east of US41. The concept plan that was approved as part of the rezoning (see attached Exhibits A & B) present the approximate size, orientation, and phasing of the future industrial development expected to occur within the Gateway Corporate Park, including the phased construction of Gateway Crossing between Holy Hill and Rockfield Road.

At the same time in 2018, the Village Board created Tax Incremental Financing District No. 8 (TID#8) for purposes of re-constructing Holy Hill Road from US41 to Goldendale Road, and, extending sanitary sewer and water utilities along Goldendale Road and Holy Hill Road to serve development within the Gateway Corporate Park and potential development on other adjacent land within the Holy Hill road corridor. At this time, Phase I development including the construction of the 706,840 sqft Briggs & Stratton distribution facility, construction of Gateway Crossing and the extension of sanitary sewer and water utilities is nearly complete.

At this time, Frank Dekan, Zilber Property Group, agent for ZPG Development LLC, is requesting approval of the following:

1. Certified Survey Map (CSM) to re-divide the remaining 101.7 acres of land (excluding the Briggs & Stratton site) that comprises the Gateway Corporate Park into four (4) parcels necessary to facilitate the development of proposed Lot 3;
2. Conditional Use Permit (CUP) and mitigation plan for minor grading within a 75' navigable waterway setback area adjacent to the wetlands located on the west side of the property;
3. Site development and building plans for development of Lot 3 including a 198,766 sqft and 204,373 sqft industrial buildings

Certified Survey Map (CSM)

The proposed 4-lot CSM re-divides the remaining 101.7 acres of land in the Gateway Corporate Park into the following to facilitate current and future development:

- Lot 3: a 33.1 acre parcel to be developed with two multi-tenant industrial buildings (198,766 sqft and 204,373 sqft);
- Lot 4: a 55.9 acre "placeholder" parcel that will be re-divided over time into additional parcels as necessary to accommodate future development;
- Lot 5: a 8.5 acre parcel available for future development;
- Lot 6: a 2.45 acre parcel to be acquired by the Village for future public utility purposes; and
- Right-of-way to be dedicated to the Village for the extension of Gateway Crossing to Rockfield Road

Conditional Use Permit (CUP)

As shown on Sheet 2 of the CSM, there is a small unnamed tributary to Cedar Creek located on the west side of the property through proposed Lot 3 & Lot 4. This waterway flows from south to north and has a small pond and wetland complex associated with it across the west side of the property. Both the 25' wetland and 75' waterway setback boundaries are shown on the CSM.

While no actual development is proposed (nor allowed) in any part of the wetland, development will encroach into approximately 6,000 sqft (.137 acres) of the 75' navigable waterway setback area adjacent to the wetland. All of the disturbed area will be subject to filling and/or grading necessary to raise the elevation of the parking area and internal drive for the 198,766 sqft industrial building.

Under the Village's Shoreland-Wetland Code, development may be permitted within a 75' waterway setback provided that additional buffering and/or other compensation for the affected area is provided on the property. The ratio of compensation required is based on a 1:1 ratio for any "horizontal" development (grading with <3' of elevation change) or a 2:1 ratio for "vertical" development (any structural improvements or grading with >3' of elevation change).

As detailed in the applicant's Wetland Mitigation Narrative (document dated April 3, 2019), the amount of area within the 75' setback area disturbed by the proposed development is 6,000 sqft of "vertical" development having a 2:1 ratio compensation ratio. Therefore, the minimum amount of compensation is 12,000 sqft (.275 acres). As presented in the Mitigation Narrative, the applicant proposes to enhance a minimum 12,000 sqft within and adjacent to the 75' waterway and 25' wetland setback with native "wetland-friendly" plantings. A total amount of 12,000 sqft (.275 acres) of compensation area will be provided on-site (see Exhibit in the Mitigation Plan).

Site Development & Building Plans

Detailed site development and building plans have been prepared for the proposed 198,766 sqft industrial building to be developed on the 33.07-acre parcel (Lot 3). NOTE: see engineering plan set labeled "Onsite Civil Engineering and Infrastructure Plans" for the Z2 and Z3 at the Germantown Corporate Park dated March 4, 2019, and, the architectural plan set labeled "Zilber Industrial II" dated March 4, 2019).

Zilber Industrial II

As detailed in the plans, development of the 198,766 sqft Zilber II industrial building will have the following characteristics:

Site Improvements:

- Two (2) access driveways onto gateway Crossing (one main access driveway for employees and visitors and another shared access for trucks);
- On-site sanitary sewer and water facilities with connections to the public utilities being extended to the site and installed in the gateway Crossing public right-of-way;
- Install on-site storm sewer, drain tile, ditches and swales with connections to the "regional" storm water ponds already constructed on the west side of Lot 3;
- Parking along the west, south and east sides of the site with a total of 268 employee/visitor stalls (9'x20')
- Parking along the north side of the site with 34 truck/trailer stalls (13'x60') and 35

elevated dock bays adjacent to the building (20 installed w/ 15 future).

- Perimeter and building foundation landscaping along the west, south and east sides of the site and building elevations including street trees along Holy Hill Road (street trees along Gateway Crossing are to be installed as part of the road construction project)

Building Improvements:

- 198,766 sqft industrial building
- 12' wide x 32' clear height painted and insulated pre-cast concrete wall panels with multiple reveals, white to gray painted accents and stepped elevation to create shadow lines and reduce scale;
- Aluminum storefront window systems with clearstory windows
- (35) elevated loading dock bays

Zilber Industrial III

As detailed in the plans, development of the 204,373 sqft Zilber II industrial building will have the following characteristics:

Site Improvements:

- Two (2) access driveways onto gateway Crossing (one main access driveway for employees and visitors and another shared access for trucks);
- On-site sanitary sewer and water facilities with connections to the public utilities being extended to the site and installed in the gateway Crossing public right-of-way;
- Install on-site storm sewer, drain tile, ditches and swales with connections to the "regional" storm water ponds already constructed on the west side of Lot 3;
- Parking along the north and east sides of the site with a total of 184 employee/visitor stalls (9'x20')
- Parking along the west and south side of the site with 56 truck/trailer stalls (13'x60') and 46 elevated dock bays adjacent to the building (26 installed w/ 20 future). The parking and dock area on the west side of the building will be enclosed with a black, vinyl-coated 6' high chain-link security fence w/ motorized controlled access;
- Perimeter and building foundation landscaping along the west, north and east sides of the site and building elevations (street trees along Gateway Crossing are to be installed as part of the road construction project)

Building Improvements:

- 204,373 sqft industrial building
- 12' wide x 32' clear height painted and insulated pre-cast concrete wall panels with multiple reveals, white to gray painted accents and stepped elevation to create shadow lines and reduce scale;
- Aluminum storefront window systems with clearstory windows
- (46) elevated loading dock bays

NOTE: Both Zilber II & Zilber III are being developed as "spec" buildings with space that can be divided to accommodate a variety of industrial manufacturing and/or distribution uses. Future tenants are required to submit detailed operation plans, as well as, obtain Zoning Permits to ensure the uses and activities are allowed under the M-1: Limited Industrial Zoning District.

Storm Water Management. A total of 769, 357 sqft (17.7 acres) of impervious surfaces are proposed as part of the Zilber II & Zilber III site development or 52.7% of the total 33.1-acre site leaving 47.3% in open/green space. all on-site storm sewer, roof drains, ditches and swales are provided with connections to the corporate park “regional” storm water ponds constructed on the west and south side of the Gateway Corporate Park (within Lot 3).

Landscaping & Buffering. A significant amount of landscaping is proposed along perimeter of the sites. Overall (see Sheet L-1), plantings consist of a variety of deciduous street and shade trees, ornamental trees, evergreen trees, deciduous and evergreen shrubs, perennial plantings and ornamental grasses. (see Sheet L1 through L-8).

Lighting. Exterior lighting for both the Zilber II and Zilber III sites and buildings include (see Option 2 on Sheet E-1b):

- 163W LED cut-off style building-mounted fixtures at a height of 25’ on all elevations;
- 163 W LED cut-off style pole-mounted fixtures mounted on a 20’ pole and 3’ base (23’ total fixture height) along the west side of the parking area and Holy Hill Road access driveway;
- Under canopy and ground-mounted directional spot lighting for the entrance & office areas near the articulated corners of both buildings.

Signage. No signage for either site or building is proposed at this time.

Staff Comments

Community Development: Planning & Zoning

The detailed site development and building plans for Zilber II & Zilber III development are consistent with the overall concept plan that was presented and approved as part of the overall rezoning for the 146.5-acre Gateway Corporate Park.

Staff cannot support the use of wire woven “cyclone” fencing for the parking area on the west side of Zilber III building without further enhancement to the landscaping proposed along the perimeter of the fenced area (none is currently proposed). Although the fenced area is on the west (rear) side of the Zilber III building, future development to the west and what appearance this will present needs to be considered. We also do not yet know who the tenant will be and what might eventually be stored in this area. The landscaping plan should be revised to include additional landscaping around the fencing.

Roof-mounted mechanicals may be installed at one or more locations on the Zilber II & Zilber III buildings depending on the eventual tenant(s). Without knowing further details, the need for screening will have to be deferred to a later date. Zoning Permit approval is required for any/all new tenant occupancy and, therefore, should be the point at which a revised roof plan and screening is reviewed by Village Staff and the Plan Commission (if necessary). However, leaving the design details and appearance of potentially-required screening to each tenant to decide at the time of occupancy does not appear to be the most logical nor efficient process for addressing this potential issue. Therefore, the Developer should be required to provide a plan or set of specifications for what type, i.e. design, materials, color, etc. of screening will be installed in the event that screening is

required, and, submit said specifications to the Village Planner for review and approval.

Finally, the exterior color scheme is somewhat muted. Despite reveals in the wall panels and articulation of the walls, the multi-color gray scheme or tones may be too evenly matched and indistinguishable. The Plan Commission may want to discuss the color scheme and alternatives that would ensure the colors are acceptable.

Public Works/Village Engineer/Village Surveyor

As a result of Staff's initial review of the site development and building plans submitted for both Zilber II & Zilber III, a number of items/issues were identified in a series of review memos (attached hereto) that the Developer has addressed with supplemental information and revised plan sheets submitted on April 5. Although Staff has received the supplemental information and revised plan revisions, there has not been sufficient time for staff to thoroughly review all aspects of the revised plans and additional information to definitively conclude that the plans are entirely code compliant and contain all of the necessary detail required.

With that said, Staff has the opinion that all outstanding items or issues are relatively minor and will not alter the location, size, layout or other characteristics of the proposed site developments or buildings, and, can easily be resolved through further consultation between Staff and the Developer. Consequently, Staff is recommending conditional approval of the site development and building plans for both Zilber II & Zilber III subject to all of the outstanding items and issues identified in the following review memos being resolved and reflected in additional information and/or revised plans submitted to Village Staff for further review, comment and approval prior to issuance of a building permit for either building:

- March 26, 2019 memo from Village Surveyor, Bob Beilfuss
- March 28, 2019 memo from Village Engineer, Eric Nitschke

Staff acknowledges that, in the course of reviewing the Developer's responses and revised plans intended to address staff's initial items and issues, there may be additional questions, items or issues that are identified. The Developer is also responsible for addressing any additional or unresolved items or issues that are identified by Village Staff.

Fire & Police Departments

The Fire Department is recommending approval of the Zilber II & Zilber III site plans subject to the following requirements:

1. An approved water supply with fire hydrants required at intervals of approximately 400 apart.
2. Fire Sprinkler and alarm systems shall be installed as required by IBC based on occupancy class (currently unknown). Locations of fire protection equipment is subject to approval of GFD.
3. A fire lane shall be designated between the Zilber II & Zilber III buildings through the shared driveway and truck parking areas so the GFD has access to both buildings per NFPA 1 Chapter 18. Said fire lane should be shown on the site plans and recorded on the CSM survey map.
4. Knox boxes will be required at locations to be determined by GFD.

All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access.

Community Development: Inspection Services

Inspection Services has indicated that the submission of state-approved plans will be required prior to issuing a building permit along with a \$20,000 occupancy bond.

VILLAGE PLANNER RECOMMENDATION:

Certified Survey Map (CSM)

APPROVE the 4-lot Certified Survey Map (CSM) for the 101.7-acre Germantown Corporate Park property subject to the following conditions:

1. The CSM shall be revised to reflect the Village Surveyor comments contained in the March 26, 2019 review memo prior to recording the CSM.

VILLAGE PLANNER RECOMMENDATION

Conditional Use Permit (CUP)

APPROVE a Conditional Use Permit to allow development within the 25' wetland setback areas and proposed compensation as presented in the Wetland Mitigation Narrative (dated February 28, 2019) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.
2. The Property Owner shall implement the wetland setback compensation measures as set forth in the Wetland Mitigation Narrative (dated February 28, 2019) as part of the site development activities. Any changes to the mitigation plan, or, changes to any proposed development of the site that impacts the ability to implement the mitigation plan shall be reported to the Village.
3. The Property Owner shall prepare and submit an annual monitoring report to the Village concerning the management activities proposed in the Wetland Mitigation Narrative (dated February 28, 2019), including the planting/restoration of native vegetation. Said report shall, at a minimum, detail the type and number of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities carried out, and the planned activities for the coming year. Said report shall be submitted annually at the end of each year beginning in 2020 for a period of three (3) years.

VILLAGE PLANNER RECOMMENDATION:

Site Development & Building Plans

APPROVE the site development and building plans for Zilber II (198,766 sqft industrial building) and Zilber III (204,373 sqft industrial building) in the Gateway Corporate Park subject to the following conditions:

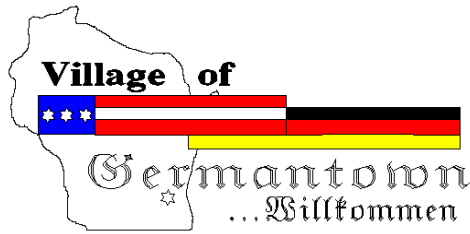
1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following architectural and engineering plans unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:
 - a. *“Onsite Civil Engineering and Infrastructure Plans for the Z2 & Z3 at Germantown Corporate Park” dated March 4, 2019;*
 - b. *Architectural plans labeled “Zilber Industrial II” dated March 4, 2019;*
 - c. *Architectural plans labeled “Zilber Industrial III” dated March 4, 2019;*
2. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.
3. All exterior doors (except primary entrance) shall be clearly marked with reflective 5” or larger letters/numbers to aid emergency personnel access as required by the Police Department.
4. All outstanding items and issues identified by Village Staff in the following review memos shall be resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment and approval prior to issuance of a building permit for the Zilber II and Zilber III buildings (excluding “early start” site clearing and footing/foundation work approved by the Village and/or WI DSPS):
 - a. *March 28, 2019 memo from Village Engineer, Eric Nitschke*
 - b. *March 27, 2019 memo from Community Dev Director, Jeff Retzlaff*
5. State approved plans and a \$20,000 occupancy bond are required by Inspection services as part of the building permit application.

-- Continued --

VILLAGE PLANNER RECOMMENDATION *(continued):*

Site Development & Building Plans

6. The following items shall be provided as required by the Village Fire Department:
 - a. *An approved water supply with fire hydrants required at intervals of approximately 400 apart.*
 - b. *Fire Sprinkler and alarm systems shall be installed as required by IBC based on occupancy class (currently unknown). Locations of fire protection equipment is subject to approval of GFD.*
 - c. *A fire lane shall be designated between the Zilber II & Zilber III buildings through the shared driveway and truck parking areas so the GFD has access to both buildings per NFPA 1 Chapter 18. Said fire lane should be shown on the site plans and recorded on the CSM survey map.*
 - d. *Knox boxes will be required on each building at locations to be determined by GFD.*
7. The Developer shall provide a detailed plan or set of specifications for what type, i.e. design, materials, color, etc. of roof-mounted mechanical screening will be installed in the event that screening is required at the time one or more tenants apply for building permits and occupancy from the Village, and, submit said specifications to the Village Planner for review and approval prior to issuance of an occupancy permit for the Zilber II & Zilber III buildings.
8. The landscaping plan shall be revised to include additional landscaping around the fencing to be comprised of evergreen trees and shrubs. Said revised or supplemental plan shall be submitted to the Village Planner for review and approval prior to issuance of a building permit for the Zilber III building.



Engineering Department Memorandum

To : Larry Ratayczak, Public Works Director

From : Eric Nitschke, Village Engineer

Date : March 28, 2018

Re : Development Review for Zilber Property Group – Bldgs #2 and #3

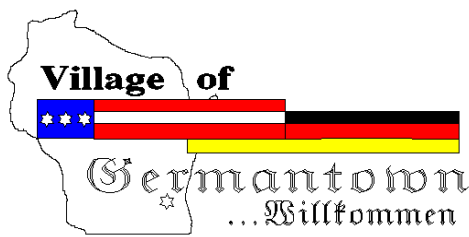
Larry,

Included you will find draft review comments pertaining to the Zilber Property Group Buildings #2 and #3. The comments are in addition to staff's review comments.

1. Sanitary comments
 - a. To be determined once utility plans are submitted.
2. Water comments
 - a. To be determined once utility plans are submitted.
3. Engineering comments
 - a. Please address concerns regarding snow storage locations, as they may impact drainage, landscaping, and parking. Snow storage locations are to be called out on the plans.
 - b. The curb and drive isle on the west side of the buildings, in between building #2 and #3 along the east side of the pond, should be adjusted to account for overland flow. This will allow for more space between back of curb and top of berm. Also, the location of the light pole north of manhole 8.2 should be adjusted according to the curb realignment.
 - c. In all parking lots designated for passenger vehicles, each end parking stall is to be 10 feet in width instead of the standard 9 feet. This can be accomplished by eliminating 1 stall on each side of the parking lot.
 - d. Inverted crowns are to be removed in all locations except the main drive isle between building #2 and #3. Curb and gutter is to be utilized for storm inlets.
 - e. Field inlets (FI) 2.5 and 23.5 may be removed, and overland flow allowed to drain over the curb into the driveway. This change may reduce the size and cost of Inlet 2.0.
 - f. There are three discharge points to the westerly pond that are very close together. Please provide plans to combine one or more of the mainline

sewers or provide details that clearly show the design of the outfalls as they relate to each other.

- g. Since there are no viable overland flow paths from the south pond to the west pond, the storm sewer pipe connecting the ponds is to be sized for 100-year flows.
- h. Under Section 2.1 Construction and Erosion Control Sequencing (Sheet C-15), remove the following statement. "Contractor may modify sequencing after item 6 as needed to complete construction only if erosion controls are maintained in accordance with the construction site erosion and sediment control requirements."
- i. Under Section 2.2 Stabilization Practices, add a note that stabilization will be initiated by the fourteenth (14) day after construction activity temporarily or permanently ceases in any specific area on the site, while construction continues in other areas of the site. This is to include stock piles, ponds, and other disturbed areas onsite.
- j. In Sheets C-12 and C-13 not all downslope areas are protected by erosion control measures. Detailed erosion control plans are to be provided for the entire site, especially for the area of wetland disturbance. While it is understood that the construction contractor has the ability to submit proposed modifications to the erosion control plans, it is the design engineer's responsibility to complete an approved erosion control plan.
- k. Sidewalk that is back of curb is to be a minimum 6 feet in width. Currently it is shown as having 5 foot widths on the plans.
- l. Pavement design should be modified. Currently the Light Duty Pavement is called out to have one (1), 3.5 inch lift of asphalt designated 5MT 58-28S (9.5mill). The Light Duty Pavement is required to have two (2) inches of 3LT 58-28S asphaltic concrete and two (2) inches of 4LT 58-28S asphaltic concrete for a total of four (4) inches of asphalt.
- m. The Heavy Duty pavement design appears to have an error, as it calls out 3 inches of 5MT 58-28 S for the lower layer, while 3MT 58-28 S is specified for the upper layer. 5MT (9.5 mills) is typically called out for surface course and 3 MT (19 mills) is typically called out for binder. The Heavy Duty pavement design is required to be specified as follows: one layer of 3-inch thick 3MT 58-28 H and two layers of 2-inch thick 4MT 58-28 H totaling seven inches of asphalt.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner

CC:

From: Bob Beilfuss, PLS, Village Surveyor

Date: March 26, 2019

Re: Zilber TIF 8 No. 2 CSM

Jeff,

Here are my review comments for the CSM received 3-1-2019.

Certified Survey Map

Applicant or Owner: ZPG Development LLC

Land Surveyor/Firm: John Konopacki, PLS, Pinnacle Engineering Group.

1. A notary signature block is required for all signatures including Certificate of Mortgagee, Village approvals and Owner's Certificate. Please add the signature blocks as needed.
2. Add a Certificate of Mortgagee to the document, unless the owner can provide a letter from the lender the land is free and clear of a mortgage
3. The hatching used to denote the access restriction on the map on Sheet 2 of 6 does not match the hatch used in the legend.

No further review comments.

Document Approval and Recording

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

This includes the CADD file.

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

Document Submittals and Data Conversion

March 26, 2018

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

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2018 on compact disk (CD) or via email to the Village Surveyor.

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

The model space of the drawing will be done in Wisconsin State Plane Coordinate System, South Zone (NAD 1927 datum) and the Grid Bearing basis.

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

Community Development Department

1. The site data in the box on Sheet C-3 in the civil plan set is incorrect (cut and paste from another project?). Please revise accordingly. Also, since both buildings are proposed to be constructed on one parcel (proposed Lot 3 as shown in the CSM), can you present the site data for the total parcel? (Combination of Zilber2 and Zilber3 buildings and site data)

- PINNACLE – Site data tables have been updated to reflect the Zilber2 and Zilber3 developments. See Sheets C-3, C-4, and C-5.

2. Although the Village’s parking standards are intended as guidelines, without specific tenants and details about their operations, employees, etc., how do we know the number of parking stalls provided will be sufficient?

- ZILBER – For speculative buildings Zilber uses a standard 1 parking stall per 1,000 sqft of building. This calculation is industry standard and we feel it addresses the needs of a potential tenant. Once a tenant is identified we will review their requirements prior to submittal to the Village.

3. There’s a sign “placeholder” shown on Sheets L-1 & L-2 along the west side of Gateway Crossing near the Holy Hill Road intersection (labeled “existing monument sign”). There is no existing sign and no details for any proposed sign in this location (or anywhere for either building). Will separate sign permit applications be submitted for signage? Is this placeholder intended to be the location for some sort of multi-tenant monument sign?

- PINNACLE – Sign location labeled “existing monument sign” is the sign location shown as part of the Mass Grading and Storm Water Ponds Plans submittal. Callout has been changed from “existing monument sign” to “Sign location, refer to mass grading plans”. See sheets L-1 and L-2.
- ZILBER – Although the original park plans indicate a potential sign location, no monument signs are currently figured for this building, we will submit for a sign permit once a monument sign is needed.

4. A roof plan sheet is required and needs to show any/all roof-mounted mechanicals (assumed dimensions if no details available). We discussed the possibility of needing screening for any RTU’s when reviewing Zilber1 (Briggs & Stratton). If similar argument is to be made with respect to Zilber2 and Zilber3 (i.e. that the RTU’s will be positioned away from the roof edge and likely not visible, please provide sight-line elevations that simulate that view and support your argument. With that said, it’s likely that the Plan Commission will require screening depending on the number and dimensions of the RTU’s proposed.

- STEPHEN PERRY SMITH - Currently, the building does not have any tenants so no roof mounted equipment is being provided at this time. We have provided the current roof plan that shows no roof top equipment for reference. Once a tenant is

secured and there is a need for roof mounted equipment, we understand the need for screening but have designed the shell building with a height that would mitigate any views from the road, similar to the Briggs facility next door. (a line of sight diagram will be provided if/when roof top equipment is contemplated.)

5. Details for the proposed fence on the west side of Zilber3 are needed, i.e. type, dimensions, location, etc. of the proposed fencing and gates. Without further information, Staff cannot support the use of wire woven “cyclone” fencing (coated or otherwise) without further details or possibly enhancements to the landscaping proposed along the perimeter of the fenced area (none is currently proposed). As discussed regarding Zilber1, the Village incorporated security fencing regulations into our business park covenants a few years ago that do not allow wire woven fence. Metal posts and pickets are allowed and you are strongly encouraged to incorporate this type of fence into your plans.

- STEPHEN PERRY SMITH - We have updated the architectural site plan for Zilber 3 that indicates the limits of our fencing and proposed access points. We are proposing a black vinyl coated, six-foot-tall, cyclone fence on the west side of the facility only. With the fencing only being located on the west side of the building, we believe the buildings and distance should provide sufficient screening from the road.

6. Street trees are required along Holy Hill Road in an amount equal to 1 tree per 50’ of road frontage, but are not necessarily required to be planted equally space where/when not possible or if clustering would be more desirable. The amount of road frontage for proposed Lot 3 is 1,270 feet. Consequently, a total of (27) street trees is required vs. (18) proposed. Please revise the landscaping plan accordingly.

- PINNACLE - Plan has been revised to incorporate the required number of street trees. See sheets L-2 and L-3.

7. ~~Landscaping along the internal road frontage needs to be enhanced, particularly in light of the plan to install security fence around the parking area in the street yard of the site. Although the Zoning code is non-specific in terms on the minimum type or quantity of landscaped features, an acceptable “rule of thumb” for past projects has been a minimum of two trees and three shrubs (deciduous, evergreen or combination of both) per 1,000 sqft of landscaped area. The current proposal has .55 trees/1000 sqft (a total of 24) and 3.5 shrubs/1000 sqft (a total of 151). Staff recommends increasing the number of trees to a minimum of 50 (1/3 deciduous and 2/3 evergreen) along the internal road frontage. Ideally, a level of landscaping and fencing as shown in the bottom photo of the attached fence comparison graphic is recommended. A similar number of trees and shrubs should also be provided along the south side of the fenced parking area across the entire Holy Hill road frontage to achieve the same degree of landscape screening. As an alternative, you may want to consider also including some low-level (2’ to 3’ high undulating earthen berms or moguls in combination with the landscaping on the outside of the fenced area within the 30’ wide setback from the property line to the curbed parking area.~~

- ZILBER – Per email from Jeff Retzlaff on 3/28/19 “, please ignore #7

8. Conditional Use Permit: As indicated in our Shoreland-Wetland Zoning Code, the mitigation ratio for "vertical development is any development that includes and/or results in the... change of grade that exceeds 3 feet in height above the previously existing grade elevation". It appears from the grading plans that the area within the 75' waterway setback is to be filled and graded in an amount that increases some/all of the impacted area to an elevation greater than a 3' difference. As such, the required mitigation area is .28 acres (vs. the .14 acres indicated in the Wetland Mitigation Narrative dated February 28, 2019. Please revise the narrative and exhibit accordingly.

- PINNACLE – Narrative and exhibit has been revised accordingly.

Fire Department

9. Approved water supply with fire hydrants required at intervals of approximately 400 apart. At time, existing water supply to Gateway Corporate Park is incomplete and untested. Per NFPA 1 Chapter 18.

- ZILBER – Meeting with the Fire Chief on 4/4/19 to discuss this comment.

10. Fire Sprinkler and Alarms as required by IBC based on occupancy class. Unknown at this time. Locations of fire protection equipment subject to approval of GFD.

- ZILBER - ESFR system based on ordinary hazard occupancy for Class I through Class IV commodity, idle wood and plastic pallets, unexpanded plastics, encapsulated and non-encapsulated, including roll paper products, floor stored or palletized, in rack storage system without solid shelves and without the need for future in-rack sprinklers will be installed in the building.

Fire alarm system shall be installed according to the below specification.

1. Fire alarm systems per code including, but not limited to:
 - Annunciator panel
 - Horns and strobe signals
 - Addressable system for future expansion
 - Pull stations
 - Provide dialer to private monitoring company
2. Fire alarm System shall achieve a “move in” ready building if used for general storage (no racking).
3. Fire Sprinkler system flow and tamper switch connections. Coordinate with FP contractor

4. Exterior fire alarm bell as required by local AHJ.
5. Remote smoke detectors in HVAC system where required by code
6. Low temperature sensor in fire sprinkler room
7. Wire pump running, phase reversal, and power interruption indicators

11. Legal fire lane designated between Zilber2 and Zilber3 truck parking area so the Fire Department has access to both buildings per NFPA 1 Chapter 18. Have recorded on survey map or site plan and marked on pavement. The property line runs directly through the truck creating concern over ownership of each lot in the future.

- PINNACLE – Fire lane between Zilber2 and Zilber3 has been designate with pavement markings as shown on the plans. See Sheet C-4.

12. Knox boxes will be required on each building at locations to be determined by GFD.

- ZILBER – We will work with the Fire Department as it relates to quantity and locations of Knox boxes.

Public Works/Village Engineer/Village Surveyor

13. Comments from the Village Surveyor regarding the CSM are contained in a separate review memo dated March 26, 2019 (copy attached).

- PINNACLE - Comment #1 - Revised to add correct signature block.
- PINNACLE - Comment #2 - Certificate of Mortgagee added to the document
- PINNACLE - Comment #3 - Hatching has been revised for access restriction

Engineering Comments 3/28/19

1. Sanitary comments

- a) To be determined once utility plans are submitted.

- PINNACLE – Utility plans were previously submitted, additional information for the sanitary sewer design has been added to the utility plan. See Sheets C-10 and C-11.

2. Water comments

- a) To be determined once utility plans are submitted.

- PINNACLE – Utility plans were previously submitted, additional information for the water utility design has been added to the utility plan. See Sheets C-10 and C-11.

3. Engineering comments

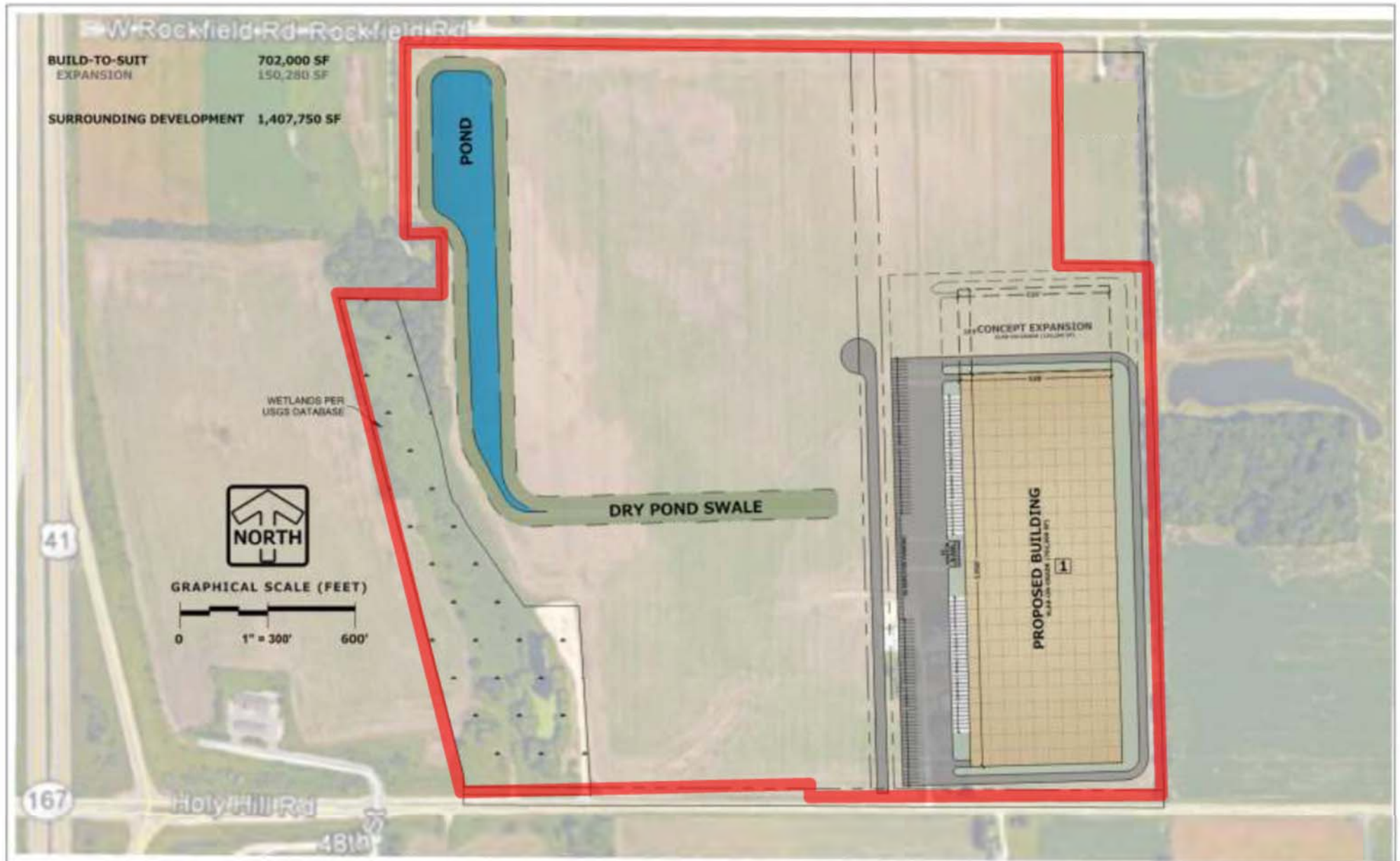
- a) Please address concerns regarding snow storage locations, as they may impact drainage, landscaping, and parking. Snow storage locations are to be called out on the plans.
 - o PINNACLE - Snow storage locations have been identified on the landscape plans. See Sheets L-1 through L-6.
- b) The curb and drive isle on the west side of the buildings, in between building #2 and #3 along the east side of the pond, should be adjusted to account for berm. Also, the location of the light pole north of manhole 8.2 should be adjusted according to the curb realignment.
 - o PINNACLE – The existing swale is being removed and grades
- c) In all parking lots designated for passenger vehicles, each end parking stall is to be 10 feet in width instead of the standard 9 feet. This can be accomplished by eliminating 1 stall on each side of the parking lot.
 - o PINNACLE – Each end parking stall width has been increased to 10 feet. See Sheets C-4 and C-5.
- d) Inverted crowns are to be removed in all locations except the main drive isle between building #2 and #3. Curb and gutter is to be utilized for storm inlets.
 - o PINNACLE – Being an industry standard on a private site, the inverted crowns will remain in all locations.
- e) Field inlets (FI) 2.5 and 23.5 may be removed, and overland flow allowed to drain over the curb into the driveway. This change may reduce the size and cost of Inlet 2.0.
 - o PINNACLE – Field inlets 2.5 and 23.5 have been removed as directed. See Sheets C-10 and C-11.
- f) There are three discharge points to the westerly pond that are very close together. Please provide plans to combine one or more of the mainline sewers or provide details that clearly show the design of the outfalls as they relate to each other.
 - o PINNACLE – The storm sewer has been reconfigured to eliminate one of the outfall discharges (ES 7.1). See Sheets C-10 and C-11
- g) Since there are no viable overland flow paths from the south pond to the west pond, the storm sewer pipe connecting the ponds is to be sized for 100-year flows.

- o PINNACLE – The storm sewer pipe connecting the ponds has been analyzed for the incoming 100-year flows as identified in the approved SWMP, please see “STORM SEWER COMPUTATIONS FOR Z2 & Z3 AT GERMANTOWN CORPORATE PARK”, submitted prior. This piping is shown as being surcharged according to the computations; however, does not cause the south pond to overtop.
- h) Under Section 2.1 Construction and Erosion Control Sequencing (Sheet C- 15), remove the following statement. “Contractor may modify sequencing after item 6 as needed to complete construction only if erosion controls are maintained in accordance with the construction site erosion and sediment control requirements.”
 - o PINNACLE – The statement has been removed. See Sheet C-15.
- i) Under Section 2.2 Stabilization Practices, add a note that stabilization will be initiated by the fourteenth (14) day after construction activity temporarily or permanently ceases in any specific area on the site, while construction continues in other areas of the site. This is to include stock piles, ponds, and other disturbed areas onsite.
 - o PINNACLE – Note added. See Sheet C-14.
- j) In Sheets C-12 and C-13 not all downslope areas are protected by erosion control measures. Detailed erosion control plans are to be provided for the entire site, especially for the area of wetland disturbance. While it is understood that the construction contractor has the ability to submit proposed modifications to the erosion control plans, it is the design engineer’s responsibility to complete an approved erosion control plan.
 - o PINNACLE – Detailed erosion control measures are shown on C-12, C-13, and C-15 and have been designed to adequately protect all downslope areas.
- k) Sidewalk that is back of curb is to be a minimum 6 feet in width. Currently it is shown as having 5 foot widths on the plans.
 - o PINNACLE – Sidewalk that is the back of curb has been widened to 6 feet. See Sheets C-4 and C-5.
- l) Pavement design should be modified. Currently the Light Duty Pavement is called out to have one (1), 3.5 inch lift of asphalt designated 5MT 58-28S (9.5mill). The Light Duty Pavement is required to have two (2) inches of 3LT 58-28S asphaltic

concrete and two (2) inches of 4LT 58-28S asphaltic concrete for a total of four (4) inches of asphalt.

- o PINNACLE – Per Owner’s standard pavement section and the fact that this is a private site, the light duty asphalt section will remain the same.
- m) The Heavy Duty pavement design appears to have an error, as it calls out 3 inches of 5MT 58-28 S for the lower layer, while 3MT 58-28 S is specified for the upper layer. 5MT (9.5 mills) is typically called out for surface course and 3 MT (19 mills) is typically called out for binder. The Heavy Duty pavement design is required to be specified as follows: one layer of 3-inch thick 3MT 58- 28 H and two layers of 2-inch thick 4MT 58-28 H totaling seven inches of asphalt.
 - o PINNACLE – The upper and lower layers of asphalt pavement have been swapped as directed. Per Owner’s standard pavement section and the fact that this is a private site, the heavy duty asphalt section will remain the same.

EXHIBIT A – PHASE I



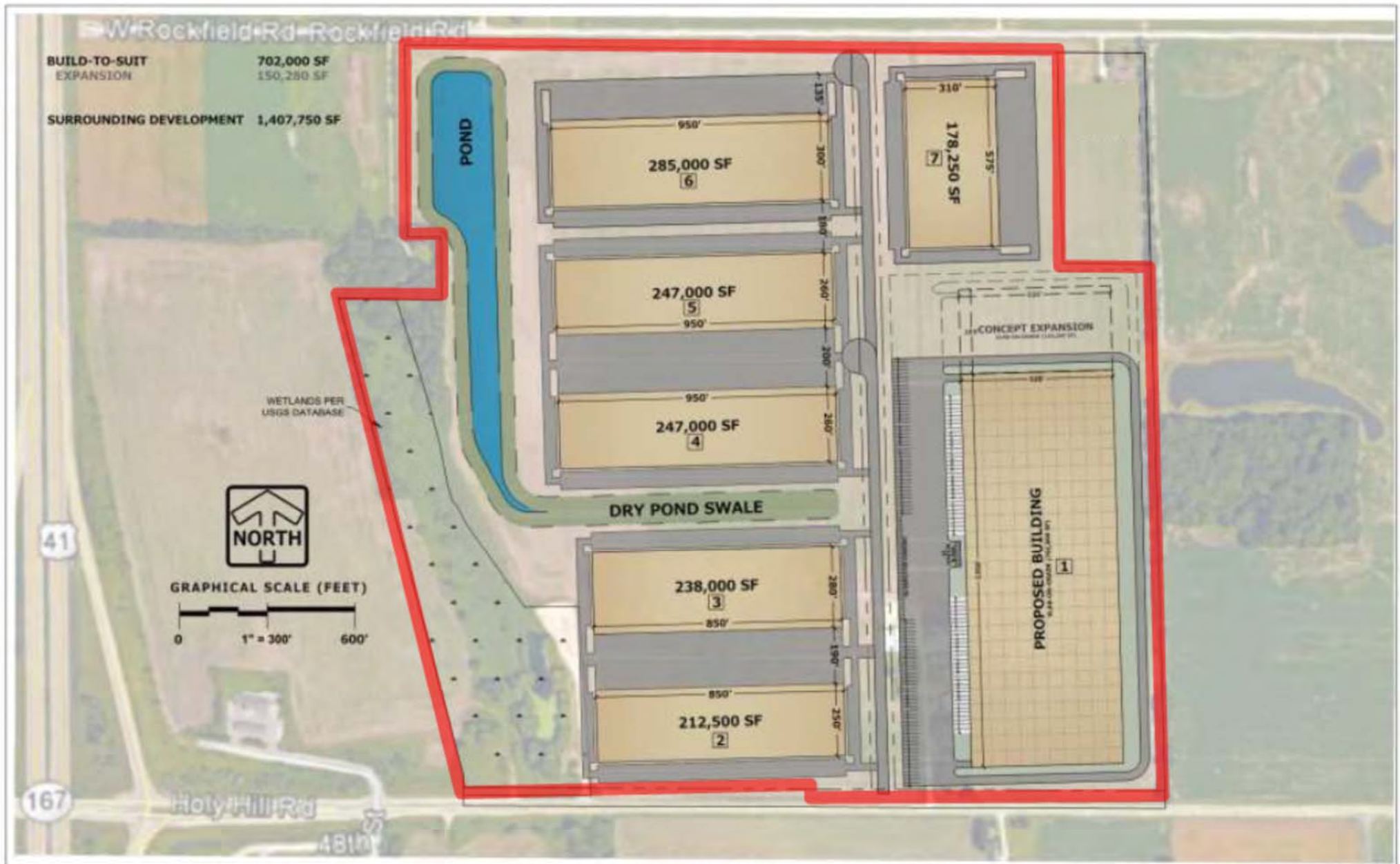
GERMANTOWN CORPORATE PARK - CONCEPT PLAN DRAFT | GERMANTOWN, WI 05/17/2018

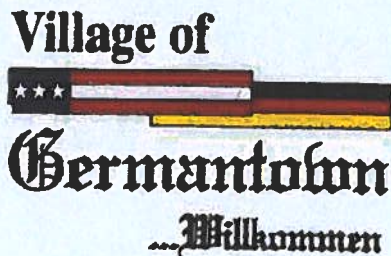
PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENGR.COM | ADMIN@PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

EXHIBIT B - BUILDOUT



**Fee must accompany application**

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

PAID 8DATE 3-4-19

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1 APPLICANT OR AGENTZilber Property Group710 N. Plankinton AvenueMilwaukee, WI 53203Frank DekanPhone (414) 234-1100E-Mail frank.dekan@zilber.com**PROPERTY OWNER**ZPG Development LLC710 N. Plankinton AvenueMilwaukee, WI 53203Jason Lueders

Phone () _____

E-Mail jason.lueders@zilber.com**2 PROPERTY ADDRESS**

ZZ at Germantown Gateway Corporate Park
Gateway Crossing
Richfield, WI 53076

Actual address to be determined. See attached map.

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

North Rural	South Rural	East Briggs & Stratton - Industrial	West
-----------------------	-----------------------	---	------

4 READ AND INITIAL THE FOLLOWING:

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

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

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

5 SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!

Frank Dekan 3/4/19
Applicant Date

Jason Lueders 3/4/19
Owner Date



February 26, 2019

Re: Statement of Design Intent
Site Plan Review Application Submitted March 4, 2019

The proposed Zilber Industrial II at Germantown Gateway Corporate Park project is a 198,766 square foot industrial building that will be developed in a manner consistent with other institutional-quality industrial development projects recently completed by Zilber Property Group including the adjacent 706,840 sf industrial build to suit for Briggs and Stratton Corp. The Zilber Industrial II building will be located in the newly developed Germantown Gateway Corporate Park, which is generally located at the intersection of Holy Hill Road and Gateway Crossing in the northeast quadrant of the US 41 and Holy Hill Road interchange.

As currently proposed, the building will feature stepped up corner conditions and an intermediate employee entrance. The building will consist of 12ft wide and 32ft clear height painted and insulated precast wall panels that have multiple reveals and will be painted in tones between white to grey and warm accent colors to help reduce the overall scale of the building. Additionally, the building elevation is stepped to further break the scale down and panels are stepped to create additional shadow lines. Around the building, the project includes clearstory windows to provide natural daylight within the building. The precast panel steps, paint and glazing are continued around the building to create four sided architecture.

CORPORATE

710 North Plankinton Avenue
Milwaukee, WI 53203

KENOSHA

9560 58th Place, Suite 350
Kenosha, WI 53144

PROJECT:

ZILBER INDUSTRIAL II

GATEWAY CORPORATE PARK

GERMANTOWN, WISCONSIN



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



CREATIVITY BEYOND ENGINEERING

PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL II
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	SJC
PROJECT NUMBER	ZIL-19-917
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET

TITLE PAGE

G000

DRAWING INDEX

	G000	TITLE PAGE	ARCHITECTURAL	
CIVIL			A050	ARCHITECTURAL SITE PLAN
			A100	FACILITY PLAN
			A101A	CONSTRUCTION PLAN - A
			A101B	CONSTRUCTION PLAN - B
			A401	BUILDING ELEVATIONS
			A402	BUILDING ELEVATIONS
			A902	PERSPECTIVE SE ENTRY & ELEV-Z2
			A903	PERSPECTIVE SW ENTRY-Z2
			A904	PERSPECTIVE BIRDSEYE-Z2
LANDSCAPE			E1	SITE LIGHTING PLAN

ISSUED FOR: **MUNICIPAL SUBMITTAL**

ARCHITECT:
STEPHEN PERRY SMITH ARCHITECTS, INC.
MILWAUKEE, WISCONSIN

SHEET KEYNOTES

01-01	SHADED AREA INDICATES ZILBER INDUSTRIAL III SITE
03-02	CONCRETE STOOP
03-07	CONCRETE SIDEWALK W/ INTEGRAL CURB
03-08	CONCRETE CURB AND GUTTER
32-01	LANDSCAPING AREA
32-02	STANDARD ACCESSIBLE PARKING STALL
32-03	VAN ACCESSIBLE PARKING STALL
32-05	GREENSPACE AREA



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



CREATIVITY BEYOND ENGINEERING

SITE SUMMARY

SITE AREA:	744,721 SF (+/-17.1 ACRES)
PROPOSED BUILDING AREA (1ST FLOOR):	198,766 SF (26.7%)
PROPOSED PAVING AREA:	177,522 SF (23.8%)
GREEN SPACE:	368,433 SF (49.5%)
STANDARD PARKING:	260 PARKING STALLS
HANDICAP SPACES REQUIRED:	7
HANDICAP SPACES PROVIDED:	8 PARKING STALLS
VAN ACCESSIBLE SPACE REQUIRED:	1
VAN ACCESSIBLE SPACE PROVIDED:	1 PARKING STALLS
TOTAL PARKING SPACES:	268 PARKING STALLS

PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL II
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

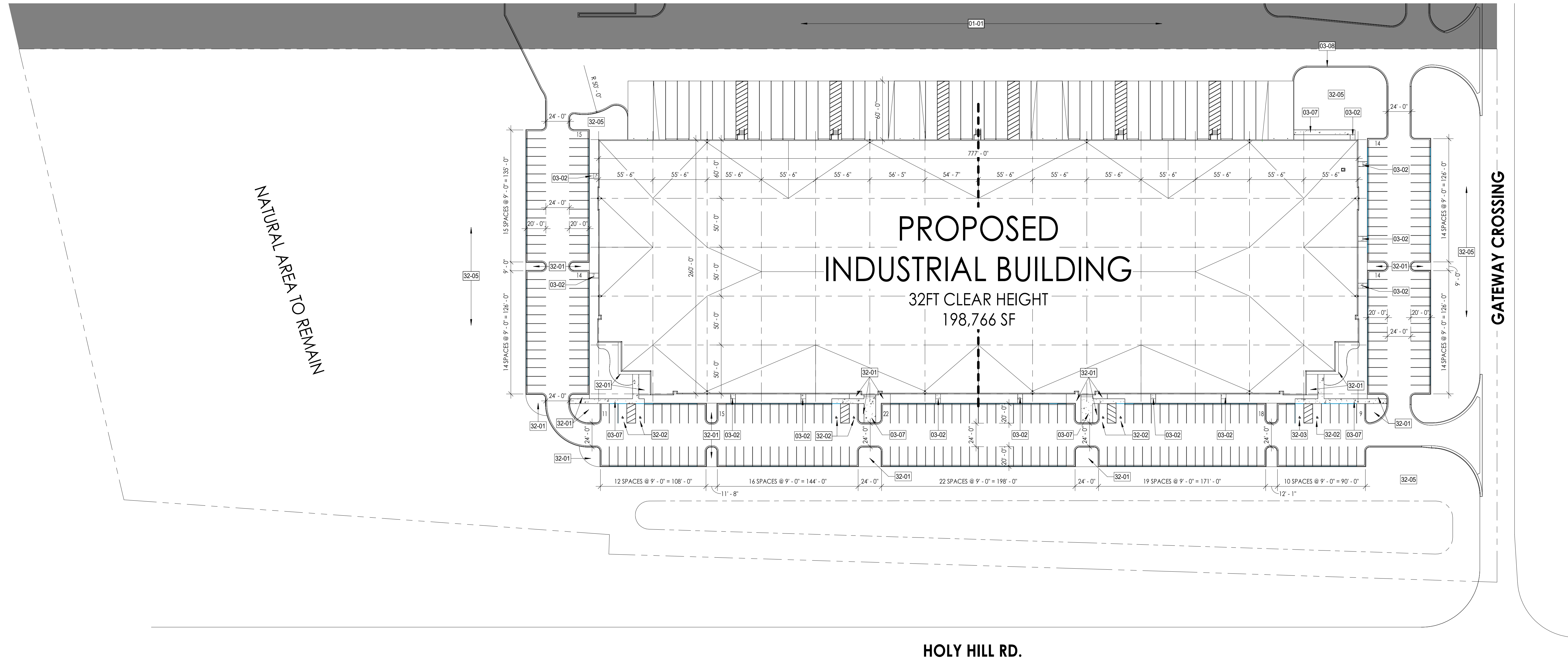
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	SJC
PROJECT NUMBER	ZIL-19-917
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET

ARCHITECTURAL SITE PLAN

A050



HOLY HILL RD.

1 ARCHITECTURAL SITE PLAN
SCALE 1" = 50'-0"





215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL II
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

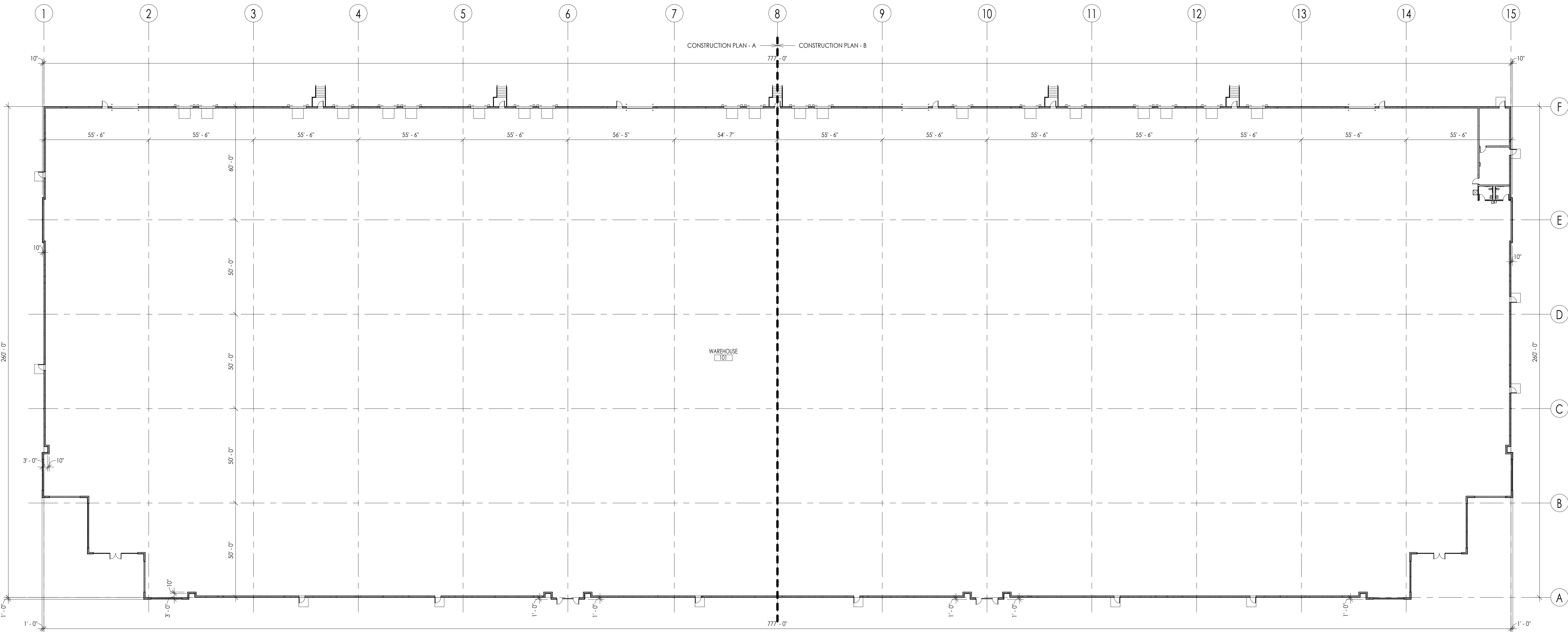
NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

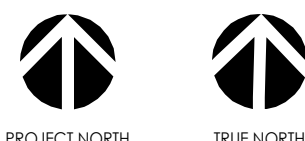
PROJECT ARCHITECT	SPS
PROJECT MANAGER	SJC
PROJECT NUMBER	ZIL-19-917
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET
FACILITY PLAN

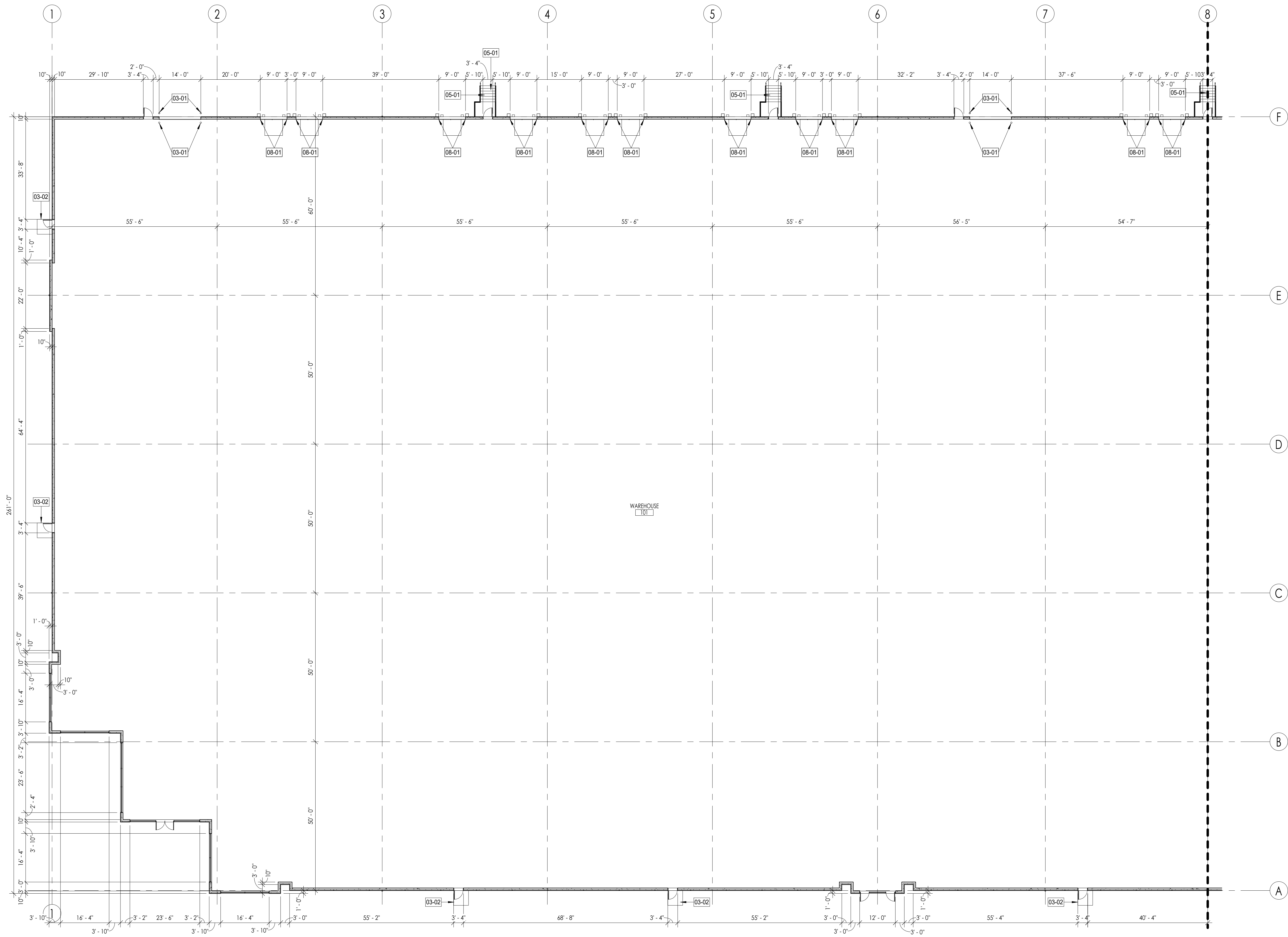
A100



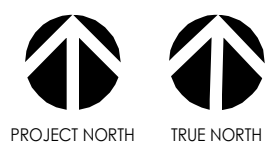
1 FACILITY PLAN
SCALE: NONE



S:\P\Drawings\2019\Zilber\Germantown\917 Zilber Ind 2017 Zilber Ind 2 Rev 0h.rvt



1 CONSTRUCTION PLAN - A
SCALE 1/16" = 1'-0"



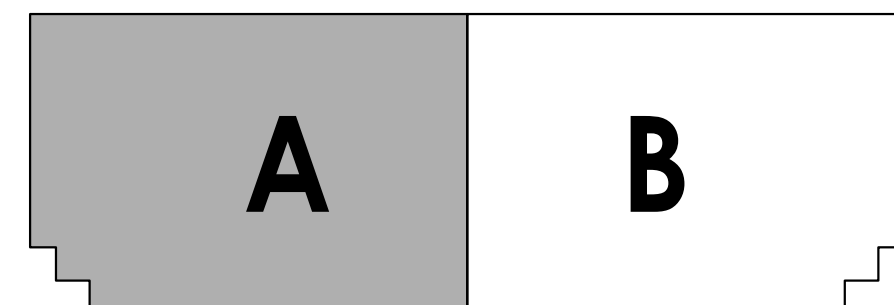
SHEET KEYNOTES

- 03-01 CONCRETE PIPE BOLLARD W/ YELLOW PLASTIC SLEEVE
- 03-02 CONCRETE STOOP
- 05-01 HOT DIPPED GALVANIZED STAIR
- 08-01 'Z' GUARDS AT DOCK DOORS

GENERAL PLAN NOTES

- A. COMPLY WITH CODES, LAWS, ORDINANCES, RULES OF AUTHORITIES HAVING JURISDICTION.
- B. GENERAL CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS AND INSPECTIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
- C. ALL SHADED AREAS ARE NOT INCLUDED IN THE TENANT BUILD-OUT
- D. DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS OR NOTES SHALL GOVERN, AND IF THERE ARE ANY MISSING DIMENSIONS OR DISCREPANCIES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSULT THE ARCHITECT BEFORE PERFORMING ANY WORK IN QUESTION.
- E. THE NOTE 'ALIGN' WILL SUPERSEDE ANY DIMENSIONAL NOTE AND IF THERE IS A DISCREPANCY, THE CONTRACTOR SHOULD CONSULT THE ARCHITECT.
- F. IF THERE ARE ANY CONFLICTS BETWEEN FLOOR PLAN AND INTERIOR DETAILS AND ELEVATIONS, GENERAL CONTRACTOR TO CONSULT THE ARCHITECT.
- G. CONTRACTOR TO PROVIDE A COMPLETE AND THOROUGH CLEANING FOR THE ENTIRE BUILD-OUT.
- H. ALL INTERIOR GYPSUM BOARD PARTITIONS SHOULD BE TAPED AND SANDED SMOOTH WITH NO VISIBLE JOINTS. ANY PATCH WORK THAT IS REQUIRED ON EXISTING WALLS THAT ARE ADJACENT TO NEW WALLS SHALL BE FLUSH.
- I. OWNER/TENANT WILL PROVIDE WORK NOTED 'BY OTHER' OR 'NIC' UNDER SEPARATE CONTRACT. GENERAL CONTRACTOR TO COORDINATE THIS WORK IN ORDER TO ASSURE APPROPRIATE INSTALLATION AND PROPER SEQUENCE OF INSTALLATION.
- J. BUILDING OWNER AND TENANT TO APPROVE KEYING ALL NEW AND RE-KEYING OF EXISTING HARDWARE.
- K. CONTRACTOR TO PROVIDE ALL WALL REINFORCING OR BLOCKING REQUIRED FOR ALL HARDWARE AND FIXTURES.
- L. ALL DIMENSIONS ARE TO FACE OF MASONRY. CENTERLINES OF COLUMN LINES, OR NOMINAL DIMENSION OF PARTITION WALLS, NON-MODULAR WALLS ARE DIMENSIONED TO CRITICAL FACES.
- M. GENERAL CONTRACTOR TO REPAIR BUILDING STANDARD FRAMES AND DOORS AND INSTALL AS INDICATED IN THE PROPOSED BUILD-OUT.
- N. GENERAL CONTRACTOR TO INSTALL BUILDING STANDARD HARDWARE THAT IS IN PROPER WORKING ORDER.
- O. ALL EXISTING WALLS TO BE REPAIRED AS REQUIRED AND PREPARED TO RECEIVE NEW WALL FINISHES.
- P. REPAIR ALL FRAMES, DOORS, HARDWARE, ETC. THAT ARE SALVAGED PRIOR TO INSTALLATION IN TENANT SPACE.
- Q. THE IMPRINTING OR ADHERING OF COMPANY CONTACT INFORMATION IS PROHIBITED ON ANY FINISHED SURFACE.
- R. COORDINATE THE SCHEDULE AND ANY REQUIRED PROTECTIVE MEASURES WITH THE OWNER PRIOR TO USING THE BUILDING LOBBY.

BUILDING KEY PLAN



SHEET REFERENCE

- A. REFER TO SHEET A001 FOR PROJECT SYMBOLS AND PROJECT NOTES
- B. REFER TO SHEET A010 FOR DOOR TYPES
- C. REFER TO SHEET A020 FOR WALL TYPES
- D. REFER TO SHEET A005 FOR PROJECT FINISHES
- E. REFER TO SHEET A005 FOR PLUMBING FIXTURE SCHEDULE
- F. REFER TO SHEET A005 FOR LIGHT FIXTURE SCHEDULE
- G. REFER TO SHEET A005 FOR EQUIPMENT AND FURNISHING SCHEDULE



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL II
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	SJC
PROJECT NUMBER	ZIL-19-917
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET

CONSTRUCTION PLAN - A

A101A

SHEET KEYNOTES

- 03-03 INSULATED PRECAST PANEL - LIGHT GRAY
03-04 INSULATED PRECAST PANEL - MEDIUM GRAY
03-05 INSULATED PRECAST PANEL - DARK GRAY
03-06 HORIZONTAL AND VERTICAL PRECAST REVEALS
03-10 FUTURE PRECAST KNOCKOUT FOR PUNCHED WINDOW
05-02 PREFINISHED METAL COPING
05-03 PREFINISHED METAL PANEL CANOPY
07-02 OVERFLOW DRAIN W/ SCUPPER AND DOWNSPOUT
08-02 ANODIZED ALUMINUM STOREFRONT SYSTEM
08-03 ANODIZED ALUMINUM STOREFRONT DOOR
08-06 INSULATED STEEL DOOR WITH PAINTED FINISH (DARK GRAY)
08-07 PUNCHED CLERESTORY WINDOW SYSTEM



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



CREATIVITY BEYOND ENGINEERING

PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL II
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER

ZILBER
PROPERTY GROUP SM

REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

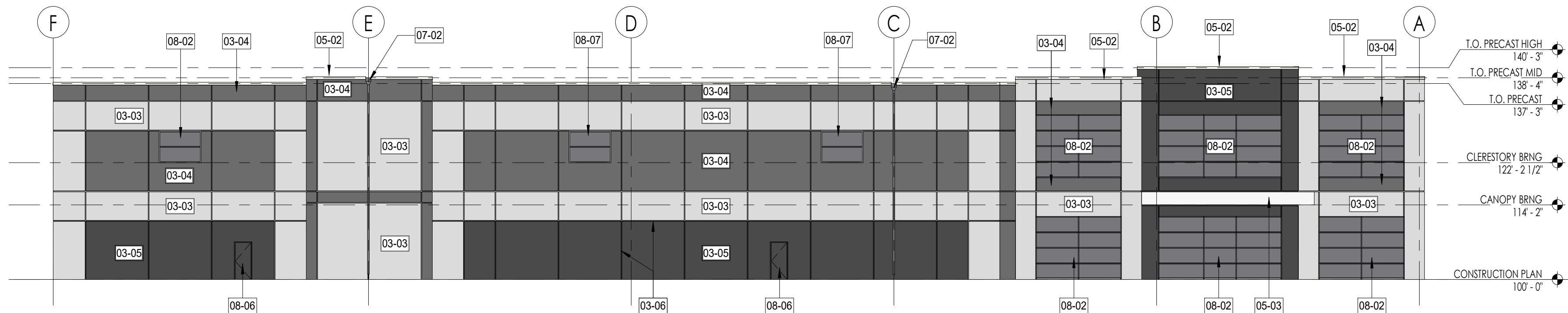
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	SJC
PROJECT NUMBER	ZIL-19-917
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

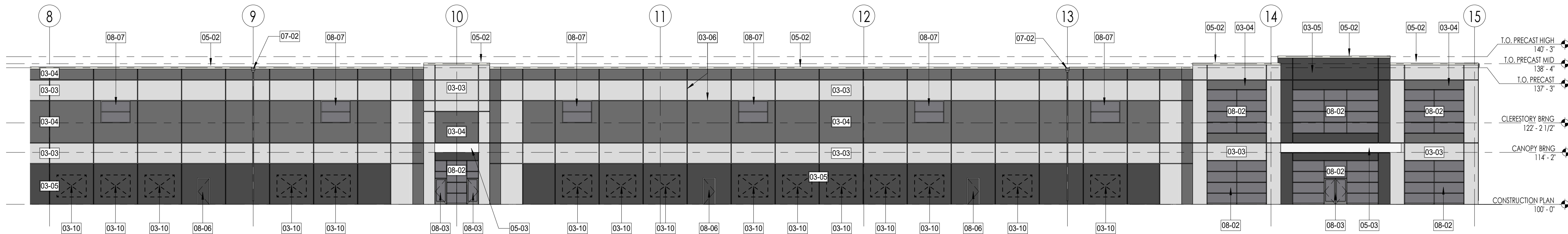
SHEET

BUILDING ELEVATIONS

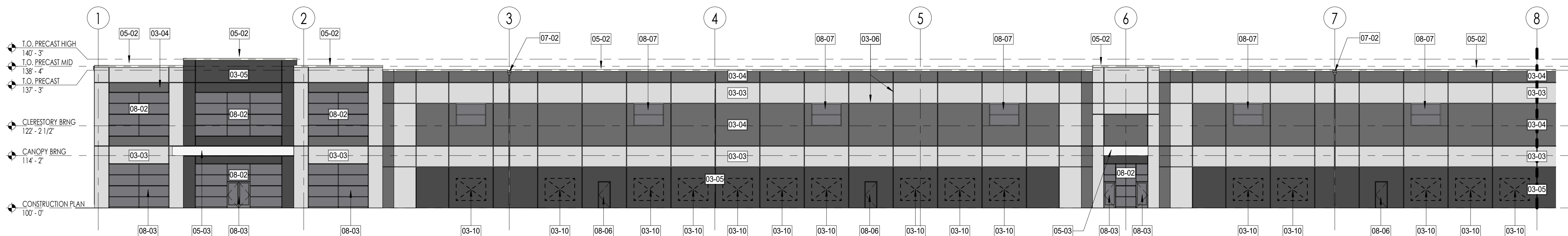
A401



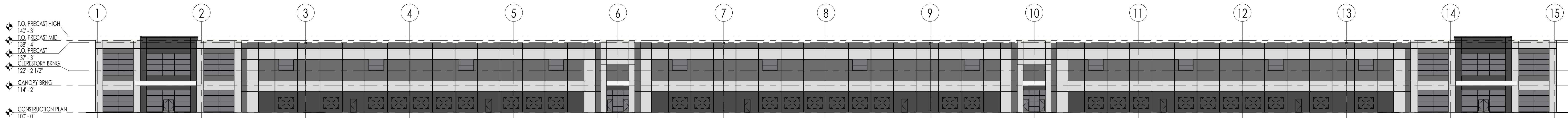
4 WEST ELEVATION
SCALE 1/16" = 1'-0"



3 SOUTH ELEVATION 'B'
SCALE 1/16" = 1'-0"



2 SOUTH ELEVATION 'A'
SCALE 1/16" = 1'-0"



1 SOUTH ELEVATION - OVERALL
SCALE 1" = 25'-0"

SHEET KEYNOTES

- 03-01 CONCRETE PIPE BOLLARD W/ YELLOW PLASTIC SLEEVE
03-03 INSULATED PRECAST PANEL - LIGHT GRAY
03-04 INSULATED PRECAST PANEL - MEDIUM GRAY
03-05 INSULATED PRECAST PANEL - DARK GRAY
03-06 HORIZONTAL AND VERTICAL PRECAST REVEALS
03-09 FUTURE PRECAST KNOCKOUT FOR DOCK DOOR
05-01 HOT DIPPED GALVANIZED STAIR
05-02 PREFINISHED METAL COPING
05-03 PREFINISHED METAL PANEL CANOPY
07-02 OVERFLOW DRAIN W/ SCUPPER AND DOWNSPOUT
08-02 ANODIZED ALUMINUM STOREFRONT SYSTEM
08-04 INSULATED STEEL DOOR WITH PAINTED FINISH (LIGHT GRAY)
08-05 INSULATED STEEL DOOR WITH PAINTED FINISH (MEDIUM GRAY)
08-06 INSULATED STEEL DOOR WITH PAINTED FINISH (DARK GRAY)
08-07 PUNCHED CLERESTORY WINDOW SYSTEM
08-08 INSULATED OVERHEAD DOOR
08-09 INSULATED OVERHEAD DOOR W/ DOCK SEAL



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



CREATIVITY BEYOND ENGINEERING

PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL II
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

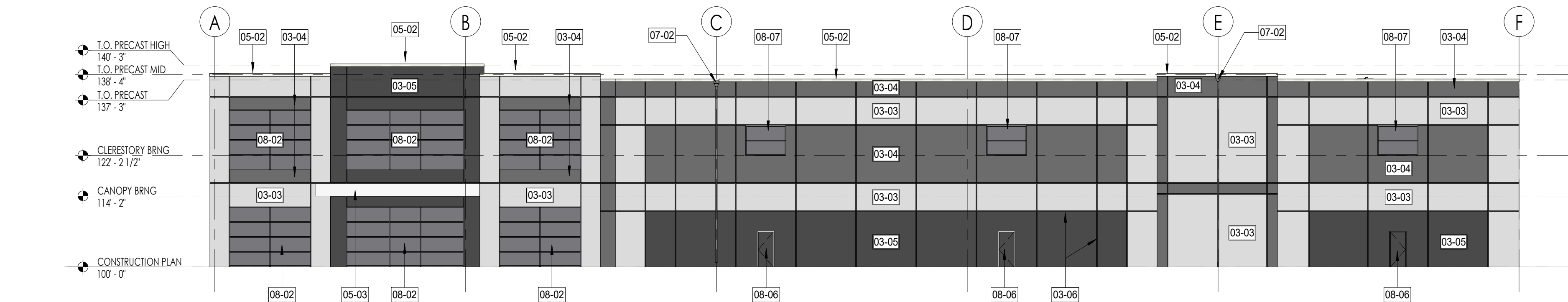
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	SJC
PROJECT NUMBER	ZIL-19-917
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

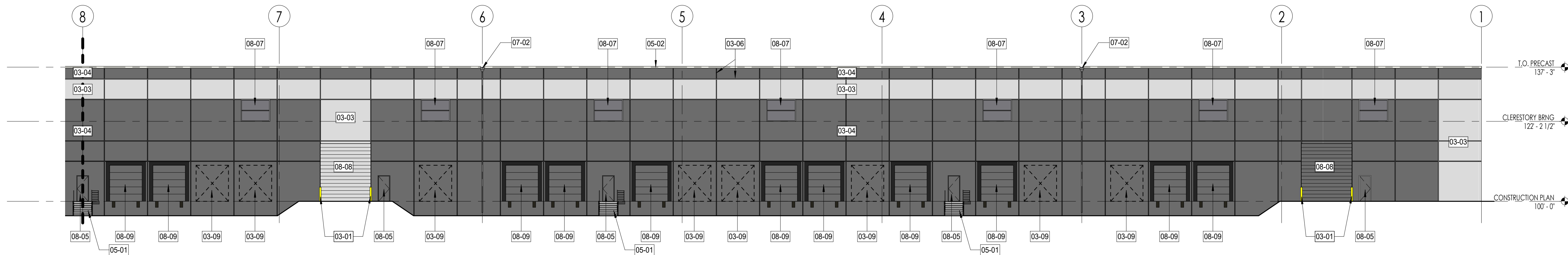
SHEET

BUILDING ELEVATIONS

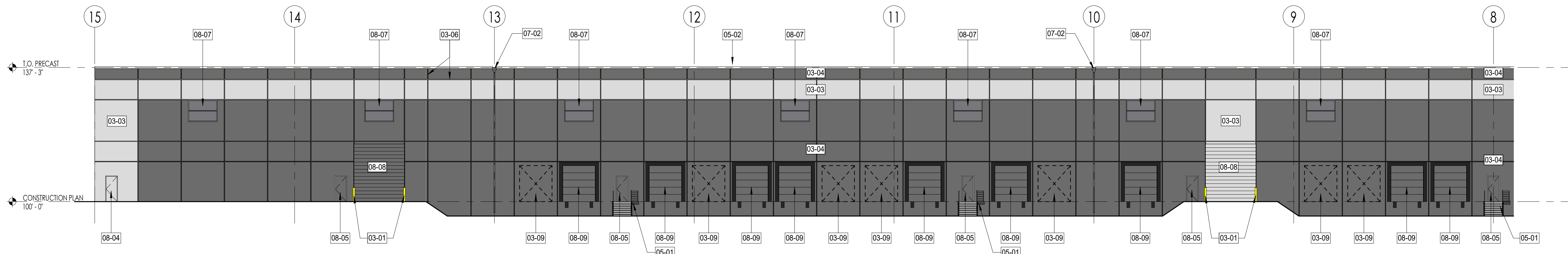
A402



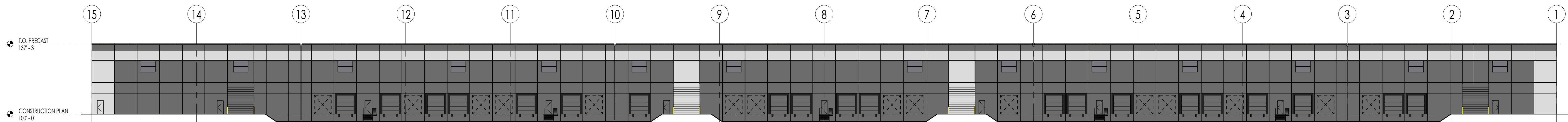
4 EAST ELEVATION
SCALE 1/16" = 1'-0"



3 NORTH ELEVATION 'B'
SCALE 1/16" = 1'-0"



2 NORTH ELEVATION 'A'
SCALE 1/16" = 1'-0"



1 NORTH ELEVATION - OVERALL
SCALE 1 : 300



ZILBER
PROPERTY GROUP_{SM}

ZILBER INDUSTRIAL 2
GERMANTOWN, WISCONSIN





ZILBER
PROPERTY GROUP_{SM}

ZILBER INDUSTRIAL 2
GERMANTOWN, WISCONSIN

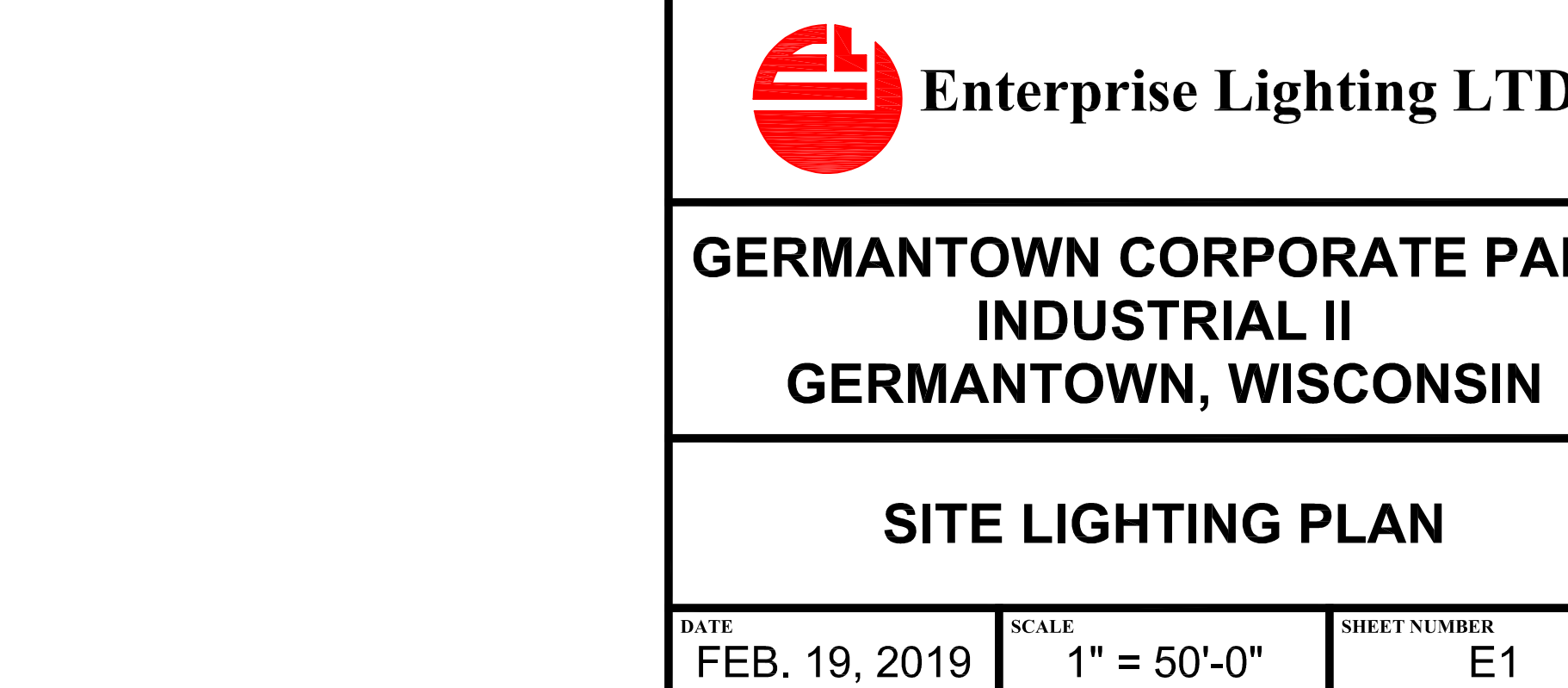
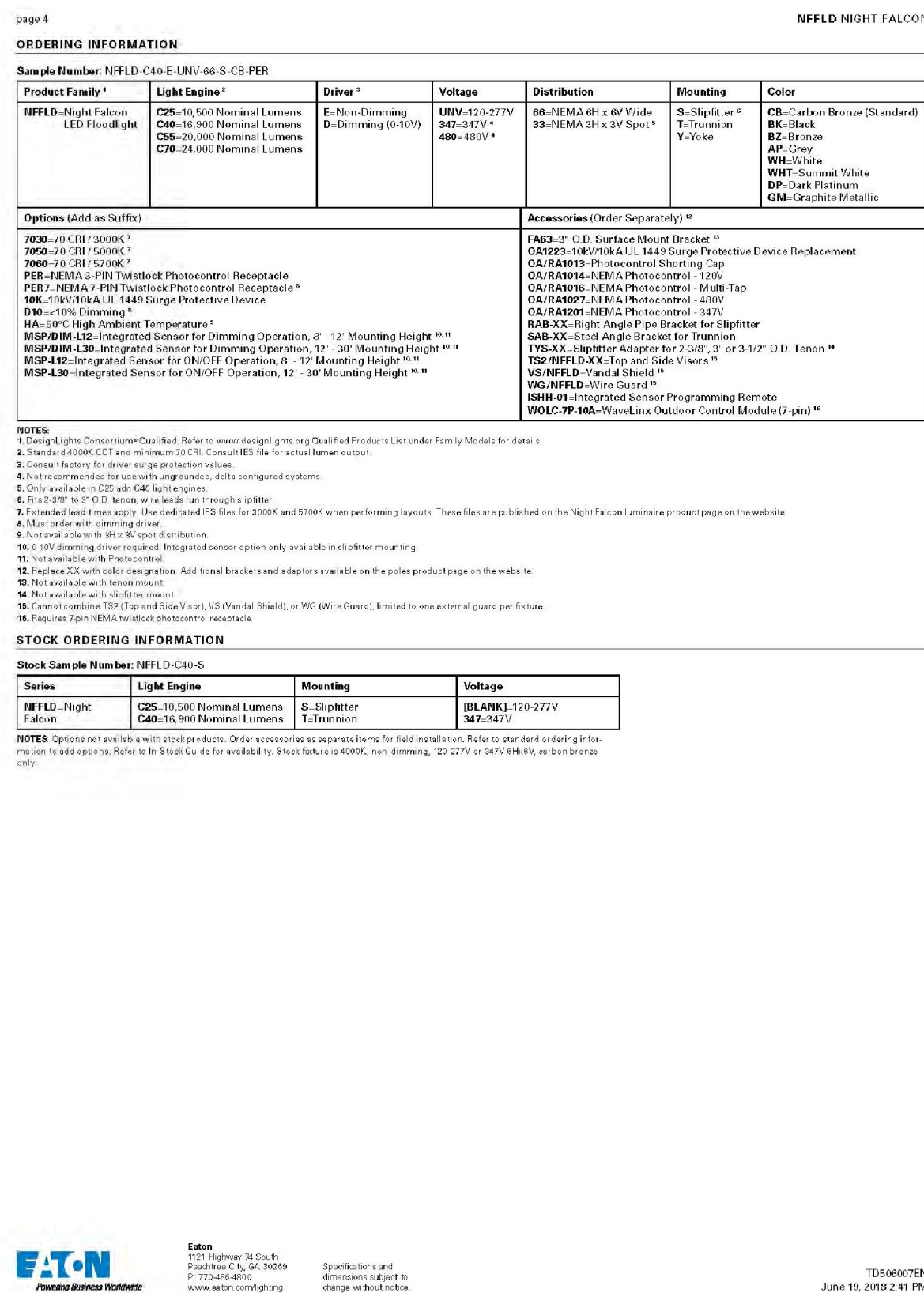
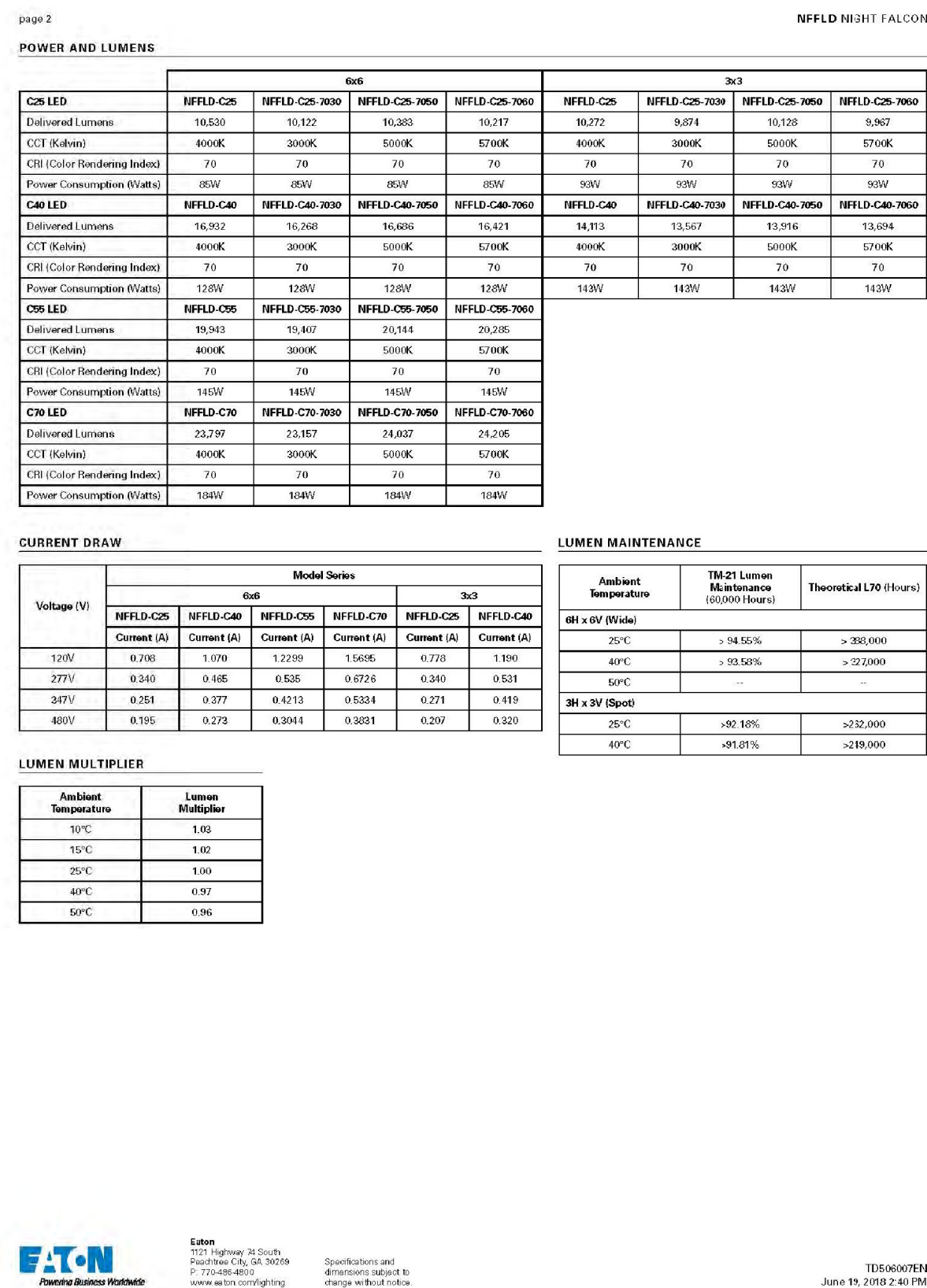
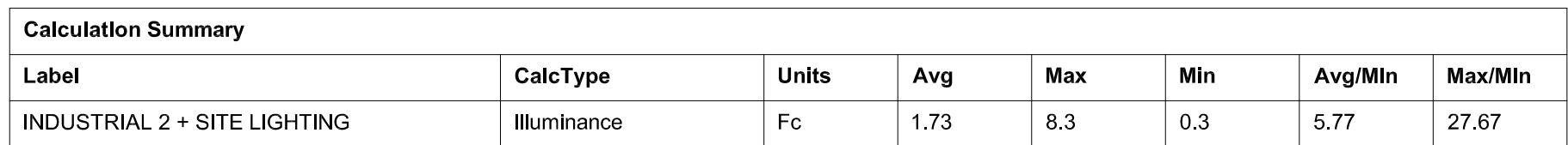
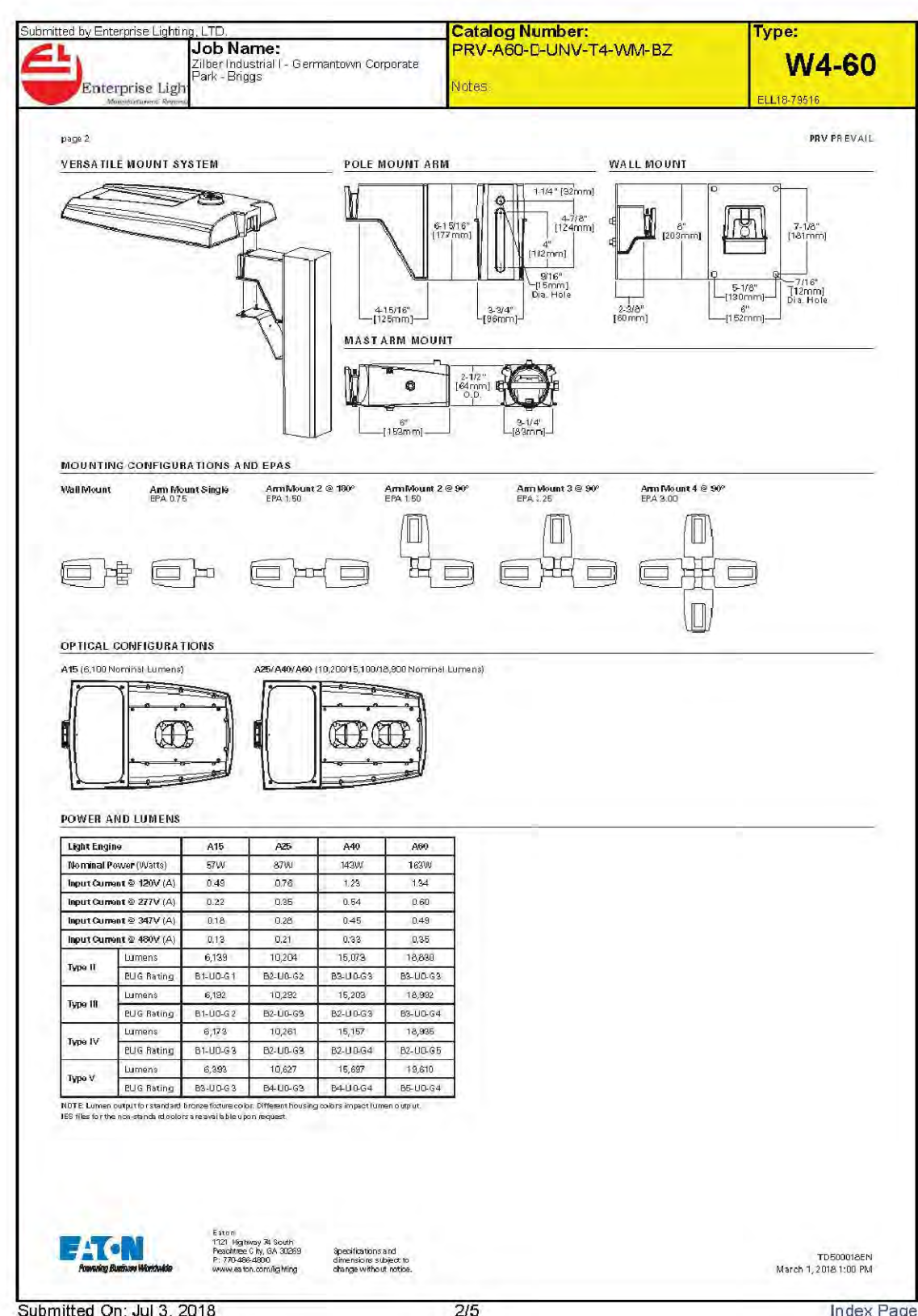
 **STEPHEN
PERRY
SMITH**
ARCHITECTS, INC.

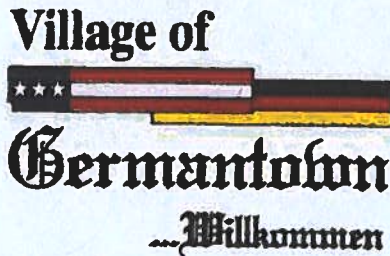


ZILBER
PROPERTY GROUP_{SM}

ZILBER INDUSTRIAL 2
GERMANTOWN, WISCONSIN

 **STEPHEN
PERRY
SMITH**
ARCHITECTS, INC.



**Fee must accompany application**

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

PAID 8DATE 3-4-19

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1**APPLICANT OR AGENT**Zilber Property Group710 N. Plankinton AvenueMilwaukee, WI 53203Frank DekanPhone (414) 234-1100E-Mail frank.dekan@zilber.com**PROPERTY OWNER**ZPG Development LLC710 N. Plankinton AvenueMilwaukee, WI 53203Jason Lueders

Phone () _____

E-Mail jason.lueders@zilber.com**2****PROPERTY ADDRESS**

Z3 at Germantown Gateway Corporate Park
Gateway Crossing
Richfield, WI 53076

Actual address to be determined. See attached map.

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

North Rural	South Rural	East Briggs & Stratton - Industrial	West
-----------------------	-----------------------	---	------

4**READ AND INITIAL THE FOLLOWING:**

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

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

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

5**SIGNATURES** – ALL APPLICATION MUST BE SIGNED BY OWNER!

Applicant

3/4/19

Date

Owner

3/4/19

Date



February 26, 2019

Re: Statement of Design Intent
Site Plan Review Application Submitted March 4, 2019

The proposed Zilber Industrial III at Germantown Gateway Corporate Park project is a 204,373 square foot industrial building that will be developed in a manner consistent with other institutional-quality industrial development projects recently completed by Zilber Property Group including the adjacent 706,840 sf industrial build to suit for Briggs and Stratton Corp. The Zilber Industrial III building will be located in the newly developed Germantown Gateway Corporate Park, which is generally located at the intersection of Holy Hill Road and Gateway Crossing in the northeast quadrant of the US 41 and Holy Hill Road interchange.

As currently proposed, the building will feature stepped up corner conditions and an intermediate employee entrance. The building will consist of 12ft wide and 32ft clear height painted and insulated precast wall panels that have multiple reveals and will be painted in tones between white to grey and warm accent colors to help reduce the overall scale of the building. Additionally, the building elevation is stepped to further break the scale down and panels are stepped to create additional shadow lines. Around the building, the project includes clearstory windows to provide natural daylight within the building. The precast panel steps, paint and glazing are continued around the building to create four sided architecture.

CORPORATE

710 North Plankinton Avenue
Milwaukee, WI 53203

KENOSHA

9560 58th Place, Suite 350
Kenosha, WI 53144

PROJECT:
ZILBER INDUSTRIAL III
GATEWAY CORPORATE PARK
GERMANTOWN, WISCONSIN



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



CREATIVITY BEYOND ENGINEERING

PROJECT

PROPOSED BUILDING FOR:
**ZILBER
INDUSTRIAL III**
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	MJU
PROJECT NUMBER	ZIL-19-918
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET
TITLE PAGE

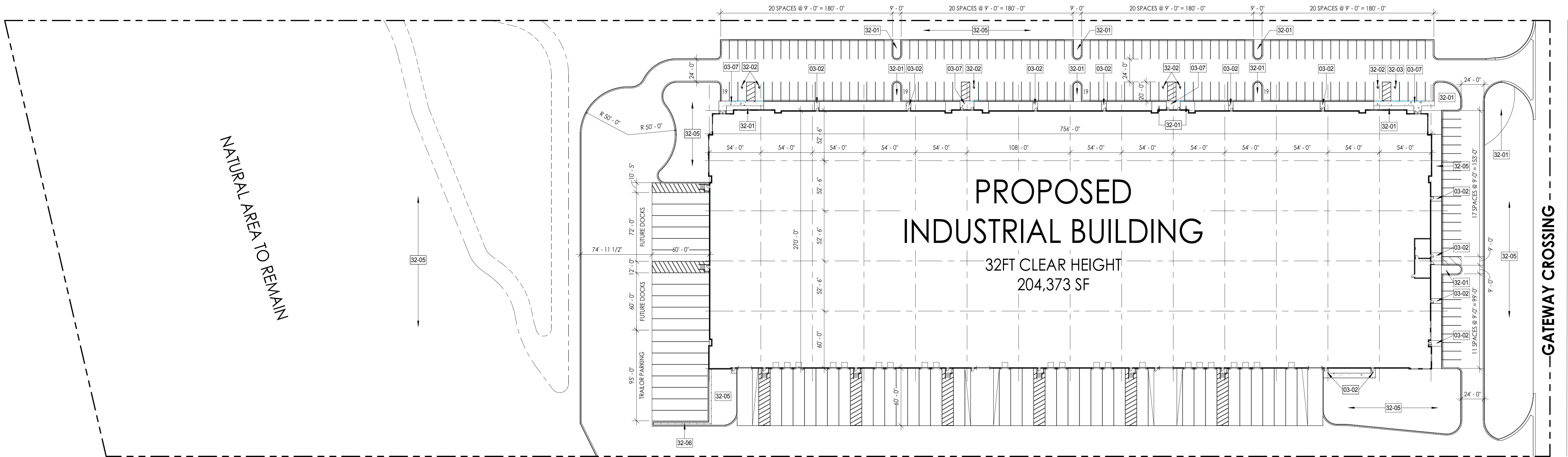
G000

DRAWING INDEX

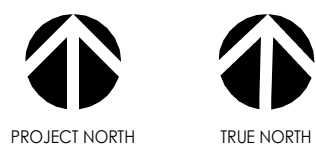
G000 TITLE PAGE			
CIVIL	C-1	COVER SHEET	ARCHITECTURAL
	C-2	EXISTING CONDITION PLAN	A050
	C-3	SITE DIMENSION & PAVING PLAN OVERVIEW	A100
	C-5	Z3 SITE DIMENSION & PAVING PLAN	A101A
	C-6	GRADING PLAN OVERVIEW	A101B
	C-8	Z3 GRADING PLAN	A401
	C-9	UTILITY PLAN OVERVIEW	A402
	C-11	Z3 UTILITY PLAN	A902
	C-12	SITE STABILIZATION PLAN OVERVIEW	A903
	C-14	Z3 SITE STABILIZATION PLAN	
	C-15	CONSTRUCTION DETAILS	
	C-16	CONSTRUCTION DETAILS	
	C-17	CONSTRUCTION DETAILS	
	C-18	CONSTRUCTION DETAILS	
LANDSCAPE	L-1	OVERALL TREE & SEEDING PLAN	
	L-5	Z3 ENLARGED LANDSCAPE PLAN	ELECTRICAL
	L-6	Z3 ENLARGED LANDSCAPE PLAN	E-1
	L-7	PLANTING SCHEDULE & NOTES	SITE LIGHTING PLAN
	L-8	PLANTING DETAILS	

ISSUED FOR: **MUNICIPAL SUBMITTAL**
ARCHITECT:
STEPHEN PERRY SMITH ARCHITECTS, INC.
MILWAUKEE, WISCONSIN

S:\P\Drawings\2019\Zilber\Germantown\918 Zilber Ind 3\918 Zilber Ind 3 Rev 04 CD.dwg



1 ARCHITECTURAL SITE PLAN
SCALE 1" = 50'-0"



SHEET KEYNOTES

- 03-02 CONCRETE STOOP
- 03-07 CONCRETE SIDEWALK W/ INTEGRAL CURB
- 32-01 LANDSCAPING AREA
- 32-02 STANDARD ACCESSIBLE PARKING STALL
- 32-03 VAN ACCESSIBLE PARKING STALL
- 32-05 GREENSPACE AREA
- 32-06

SITE SUMMARY

SITE AREA:	714,712 SF (+/-16.4 ACRES)
PROPOSED BUILDING AREA (1ST FLOOR):	204,373 SF (28.5%)
PROPOSED PAVING AREA:	188,696 SF (26.4%)
GREEN SPACE:	321,978 SF (45.1%)
STANDARD PARKING:	177 PARKING STALLS
HANDICAP SPACES REQUIRED:	6
HANDICAP SPACES PROVIDED:	6 PARKING STALLS
VAN ACCESSIBLE SPACE REQUIRED:	1
VAN ACCESSIBLE SPACE PROVIDED:	1 PARKING STALLS
TOTAL PARKING SPACES:	184 PARKING STALLS



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL III
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	MJU
PROJECT NUMBER	ZIL-19-918
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET

ARCHITECTURAL SITE PLAN

A050



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL III
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

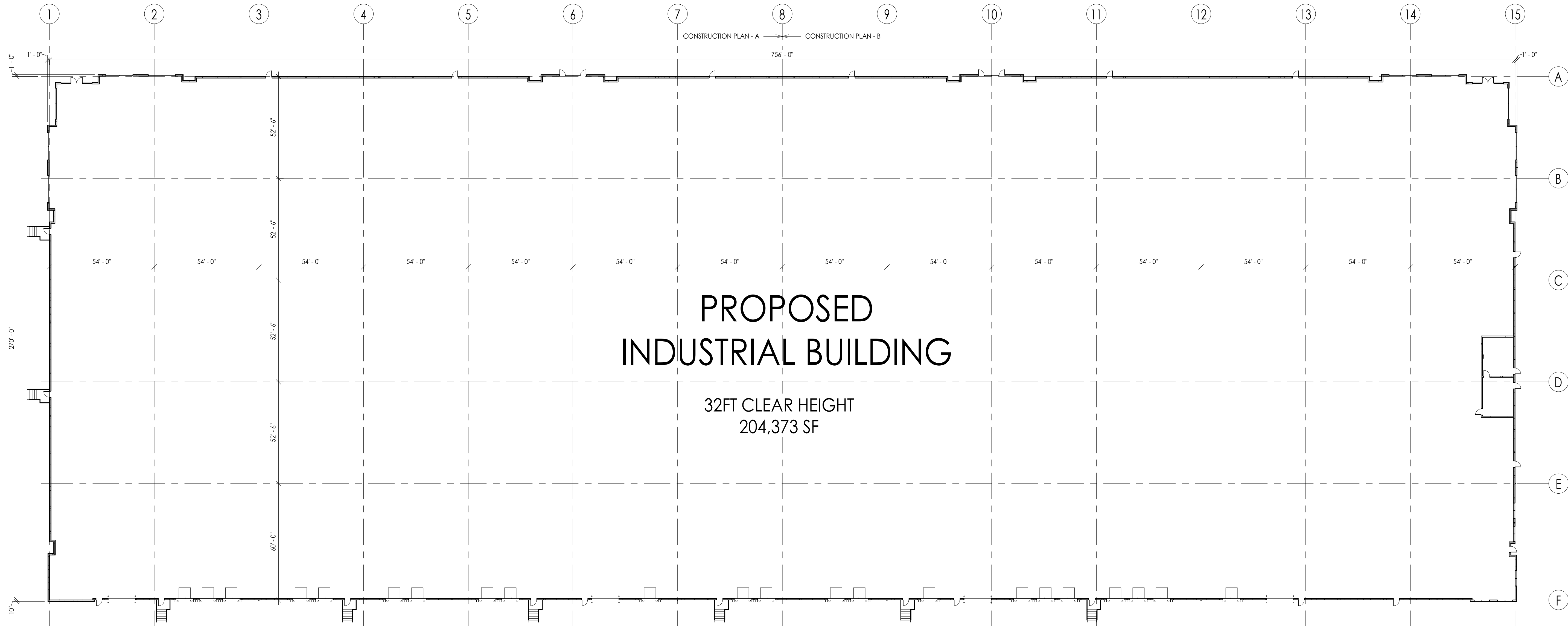
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	MJU
PROJECT NUMBER	ZIL-19-918
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

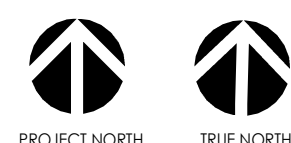
SHEET

FACILITY PLAN

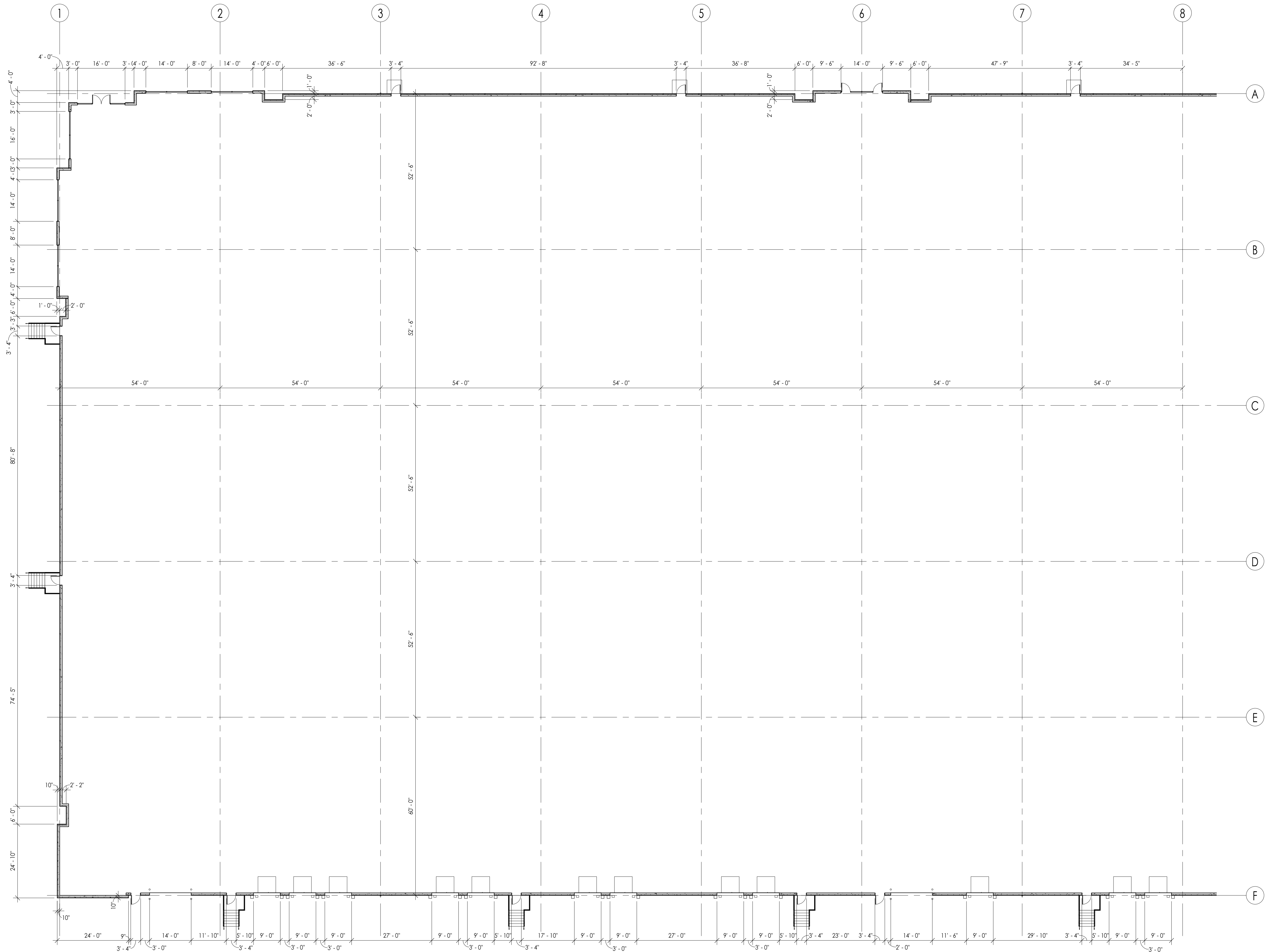
A100



1 FACILITY PLAN
SCALE: NONE



S:\P\Drawing\2019\Zilber\Germantown\918 Zilber Ind 3 0118 Zilber Ind 3 Rev 0h CD.dwt



1 CONSTRUCTION PLAN - A
SCALE 1/16" = 1'-0"

SHEET KEYNOTES



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



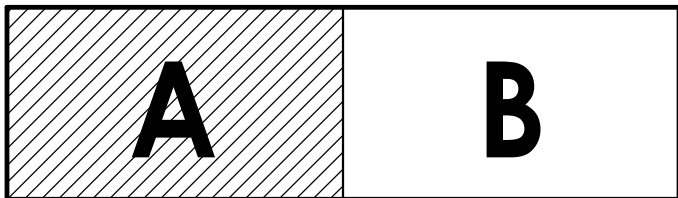
PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL III
GERMANTOWN GATEWAY
CORPORATE PARK

GENERAL PLAN NOTES

- A. COMPLY WITH CODES, LAWS, ORDINANCES, RULES OF AUTHORITIES HAVING JURISDICTION.
- B. GENERAL CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS AND INSPECTIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
- C. ALL SHADED AREAS ARE NOT INCLUDED IN THE TENANT BUILD-OUT
- D. DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS OR NOTES SHALL GOVERN, AND IF THERE ARE ANY MISSING DIMENSIONS OR DISCREPANCIES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSULT THE ARCHITECT BEFORE PERFORMING ANY WORK IN QUESTION.
- E. THE NOTE 'ALIGN' WILL SUPERSEDE ANY DIMENSIONAL NOTE AND IF THERE IS A DISCREPANCY, THE CONTRACTOR SHOULD CONSULT THE ARCHITECT.
- F. IF THERE ARE ANY CONFLICTS BETWEEN FLOOR PLAN AND INTERIOR DETAILS AND ELEVATIONS, GENERAL CONTRACTOR TO CONSULT THE ARCHITECT.
- G. CONTRACTOR TO PROVIDE A COMPLETE AND THOROUGH CLEANING FOR THE ENTIRE BUILD-OUT.
- H. ALL INTERIOR GYPSUM BOARD PARTITIONS SHOULD BE TAPED AND SANDED SMOOTH WITH NO VISIBLE JOINTS. ANY PATCH WORK THAT IS REQUIRED ON EXISTING WALLS THAT ARE ADJACENT TO NEW WALLS SHALL BE FLUSH.
- I. OWNER/TENANT WILL PROVIDE WORK NOTED 'BY OTHER' OR 'NIC' UNDER SEPARATE CONTRACT. GENERAL CONTRACTOR TO COORDINATE THIS WORK IN ORDER TO ASSURE APPROPRIATE INSTALLATION AND PROPER SEQUENCE OF INSTALLATION.
- J. BUILDING OWNER AND TENANT TO APPROVE KEYING ALL NEW AND RE-KEYING OF EXISTING HARDWARE.
- K. CONTRACTOR TO PROVIDE ALL WALL REINFORCING OR BLOCKING REQUIRED FOR ALL HARDWARE AND FIXTURES.
- L. ALL DIMENSIONS ARE TO FACE OF MASONRY, CENTERLINES OF COLUMN LINES, OR NOMINAL DIMENSION OF PARTITION WALLS. NON-MODULAR WALLS ARE DIMENSIONED TO CRITICAL FACES.
- M. GENERAL CONTRACTOR TO REPAIR BUILDING STANDARD FRAMES AND DOORS AND INSTALL AS INDICATED IN THE PROPOSED BUILD-OUT.
- N. GENERAL CONTRACTOR TO INSTALL BUILDING STANDARD HARDWARE THAT IS IN PROPER WORKING ORDER.
- O. ALL EXISTING WALLS TO BE REPAIRED AS REQUIRED AND PREPARED TO RECEIVE NEW WALL FINISHES.
- P. REPAIR ALL FRAMES, DOORS, HARDWARE, ETC. THAT ARE SALVAGED PRIOR TO INSTALLATION IN TENANT SPACE.
- Q. THE IMPRINTING OR ADHERING OF COMPANY CONTACT INFORMATION IS PROHIBITED ON ANY FINISHED SURFACE.
- R. COORDINATE THE SCHEDULE AND ANY REQUIRED PROTECTIVE MEASURES WITH THE OWNER PRIOR TO USING THE BUILDING LOBBY.

KEY PLAN



SHEET REFERENCE

- A. REFER TO SHEET A001 FOR PROJECT SYMBOLS AND PROJECT NOTES
- B. REFER TO SHEET A010 FOR DOOR TYPES
- C. REFER TO SHEET A020 FOR WALL TYPES
- D. REFER TO SHEET A005 FOR PROJECT FINISHES
- E. REFER TO SHEET A005 FOR PLUMBING FIXTURE SCHEDULE
- F. REFER TO SHEET A005 FOR LIGHT FIXTURE SCHEDULE
- G. REFER TO SHEET A005 FOR EQUIPMENT AND FURNISHING SCHEDULE

CONTRACTOR



OWNER



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

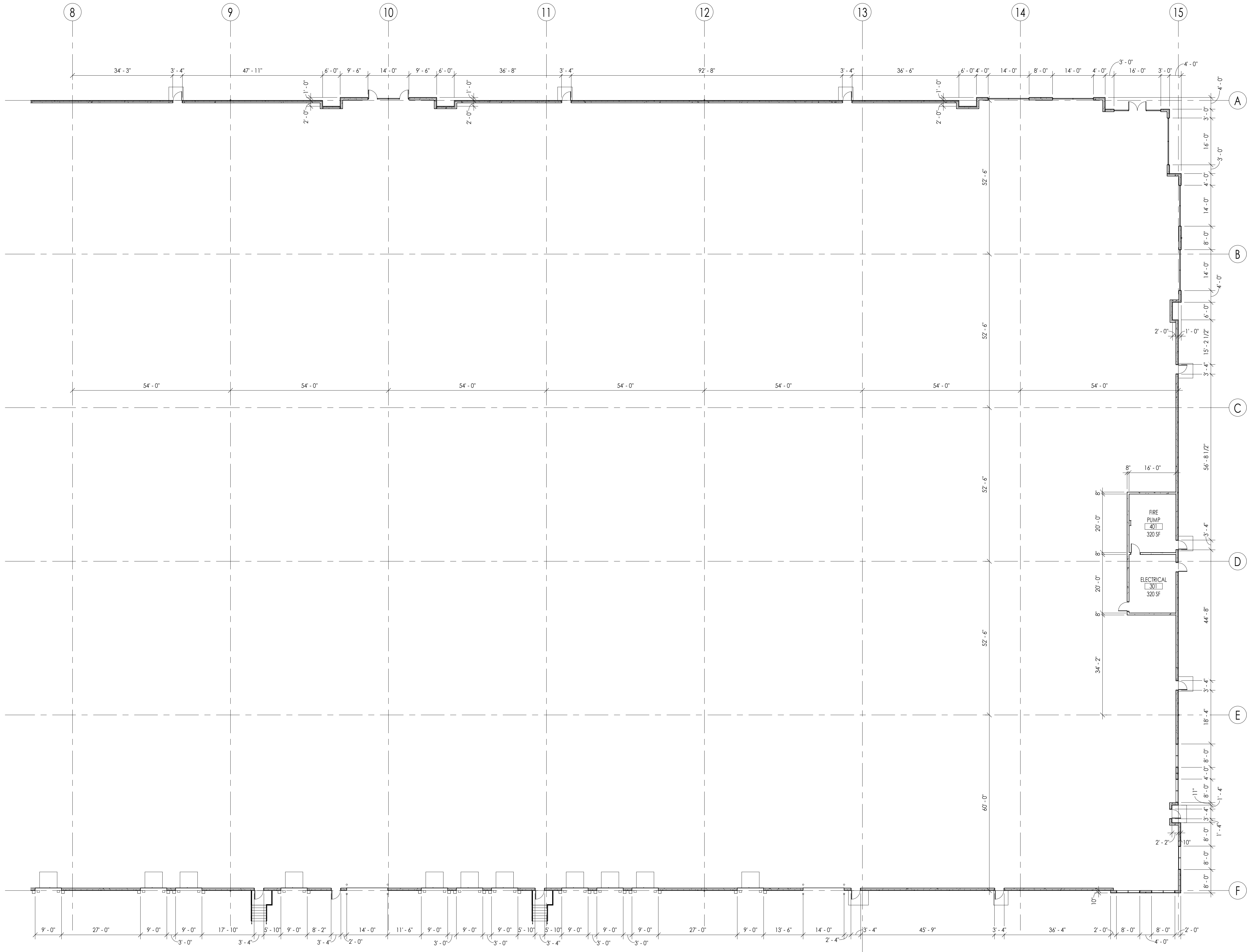
PROJECT ARCHITECT	SPS
PROJECT MANAGER	MJU
PROJECT NUMBER	ZIL-19-918
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET

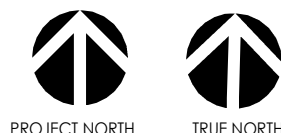
CONSTRUCTION PLAN - A

A101A

S:\P\Drawings\2019\Zilber\Germantown\918 Zilber Ind 3\918 Zilber Ind 3 Rev 0n CD.dwt



1 CONSTRUCTION PLAN - B
SCALE 1/16" = 1'-0"

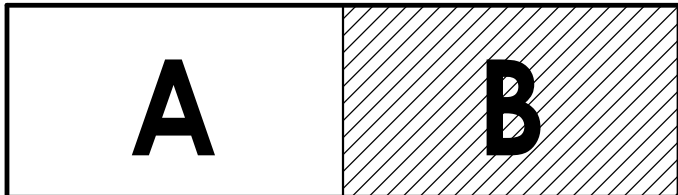


SHEET KEYNOTES

GENERAL PLAN NOTES

- COMPLY WITH CODES, LAWS, ORDINANCES, RULES OF AUTHORITIES HAVING JURISDICTION.
- GENERAL CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS AND INSPECTIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
- ALL SHADED AREAS ARE NOT INCLUDED IN THE TENANT BUILD-OUT
- DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS OR NOTES SHALL GOVERN, AND IF THERE ARE ANY MISSING DIMENSIONS OR DISCREPANCIES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSULT THE ARCHITECT BEFORE PERFORMING ANY WORK IN QUESTION.
- THE NOTE 'ALIGN' WILL SUPERSEDE ANY DIMENSIONAL NOTE AND IF THERE IS A DISCREPANCY, THE CONTRACTOR SHOULD CONSULT THE ARCHITECT.
- IF THERE ARE ANY CONFLICTS BETWEEN FLOOR PLAN AND INTERIOR DETAILS AND ELEVATIONS, GENERAL CONTRACTOR TO CONSULT THE ARCHITECT.
- CONTRACTOR TO PROVIDE A COMPLETE AND THOROUGH CLEANING FOR THE ENTIRE BUILD-OUT.
- ALL INTERIOR GYPSUM BOARD PARTITIONS SHOULD BE TAPED AND SANDED SMOOTH WITH NO VISIBLE JOINTS. ANY PATCH WORK THAT IS REQUIRED ON EXISTING WALLS THAT ARE ADJACENT TO NEW WALLS SHALL BE FLUSH.
- OWNER/TENANT WILL PROVIDE WORK NOTED 'BY OTHER' OR 'NIC' UNDER SEPARATE CONTRACT. GENERAL CONTRACTOR TO COORDINATE THIS WORK IN ORDER TO ASSURE APPROPRIATE INSTALLATION AND PROPER SEQUENCE OF INSTALLATION.
- BUILDING OWNER AND TENANT TO APPROVE KEYING ALL NEW AND RE-KEYING OF EXISTING HARDWARE.
- CONTRACTOR TO PROVIDE ALL WALL REINFORCING OR BLOCKING REQUIRED FOR ALL HARDWARE AND FIXTURES.
- ALL DIMENSIONS ARE TO FACE OF MASONRY, CENTERLINES OF COLUMN LINES, OR NOMINAL DIMENSION OF PARTITION WALLS. NON-MODULAR WALLS ARE DIMENSIONED TO CRITICAL FACES.
- GENERAL CONTRACTOR TO REPAIR BUILDING STANDARD FRAMES AND DOORS AND INSTALL AS INDICATED IN THE PROPOSED BUILD-OUT.
- GENERAL CONTRACTOR TO INSTALL BUILDING STANDARD HARDWARE THAT IS IN PROPER WORKING ORDER.
- ALL EXISTING WALLS TO BE REPAIRED AS REQUIRED AND PREPARED TO RECEIVE NEW WALL FINISHES.
- REPAIR ALL FRAMES, DOORS, HARDWARE, ETC. THAT ARE SALVAGED PRIOR TO INSTALLATION IN TENANT SPACE.
- THE IMPRINTING OR ADHERING OF COMPANY CONTACT INFORMATION IS PROHIBITED ON ANY FINISHED SURFACE.
- COORDINATE THE SCHEDULE AND ANY REQUIRED PROTECTIVE MEASURES WITH THE OWNER PRIOR TO USING THE BUILDING LOBBY.

KEY PLAN



SHEET REFERENCE

- REFER TO SHEET A001 FOR PROJECT SYMBOLS AND PROJECT NOTES
- REFER TO SHEET A010 FOR DOOR TYPES
- REFER TO SHEET A020 FOR WALL TYPES
- REFER TO SHEET A005 FOR PROJECT FINISHES
- REFER TO SHEET A005 FOR PLUMBING FIXTURE SCHEDULE
- REFER TO SHEET A005 FOR LIGHT FIXTURE SCHEDULE
- REFER TO SHEET A005 FOR EQUIPMENT AND FURNISHING SCHEDULE



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL III
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER

ZILBER
PROPERTY GROUPSM

REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	MJU
PROJECT NUMBER	ZIL-19-918
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET

CONSTRUCTION PLAN - B

A101B

SHEET KEYNOTES

- 03-03 INSULATED PRECAST PANEL - LIGHT GRAY
03-04 INSULATED PRECAST PANEL - MEDIUM GRAY
03-05 INSULATED PRECAST PANEL - DARK GRAY
03-06 HORIZONTAL AND VERTICAL PRECAST REVEALS
03-10 FUTURE PRECAST KNOCKOUT FOR PUNCHED WINDOWS
05-02 PREFINISHED METAL COPING
05-03 PREFINISHED METAL PANEL CANOPY
07-02 OVERFLOW DRAIN WITH SCUPPER AND DOWNSPOUT
07-03 THRU-WALL SCUPPER
08-02 ANODIZED ALUMINUM STOREFRONT SYSTEM
08-03 ANODIZED ALUMINUM STOREFRONT DOOR
08-06 INSULATED STEEL DOOR WITH PAINTED FINISH (DARK GRAY)
08-07 PUNCHED CLERESTORY WINDOW SYSTEM



215 N. WATER STREET, SUITE 250
MILWAUKEE, WISCONSIN 53202
T 414.277.9700 | F 414.277.9705
spsarchitects.com



CREATIVITY BEYOND ENGINEERING

PROJECT

PROPOSED BUILDING FOR:
ZILBER
INDUSTRIAL III
GERMANTOWN GATEWAY
CORPORATE PARK

CONTRACTOR



OWNER

ZILBER
PROPERTY GROUPSM

REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

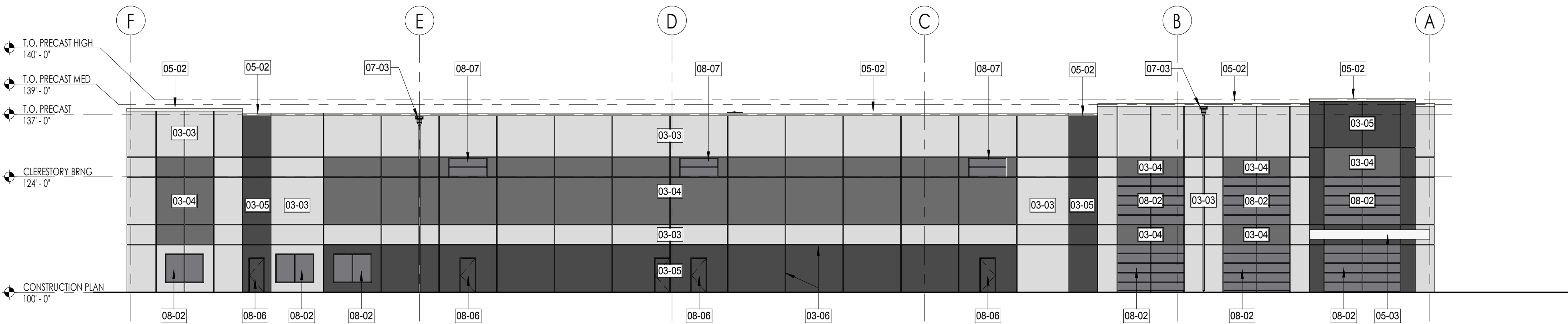
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	MJU
PROJECT NUMBER	ZIL-19-918
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	MARCH 4, 2019

SHEET

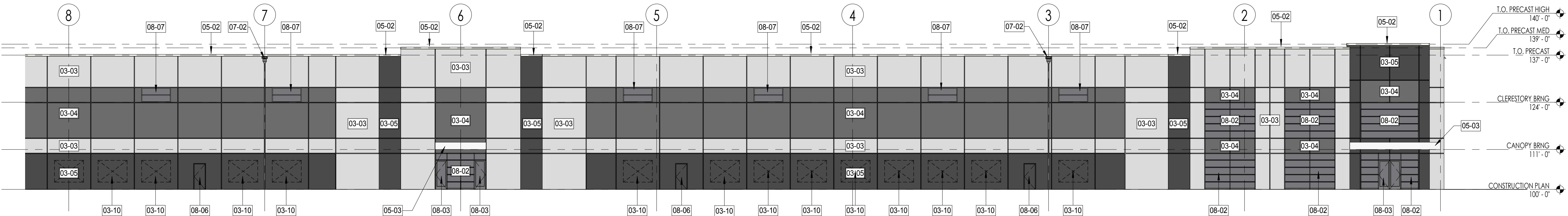
BUILDING ELEVATIONS

A401



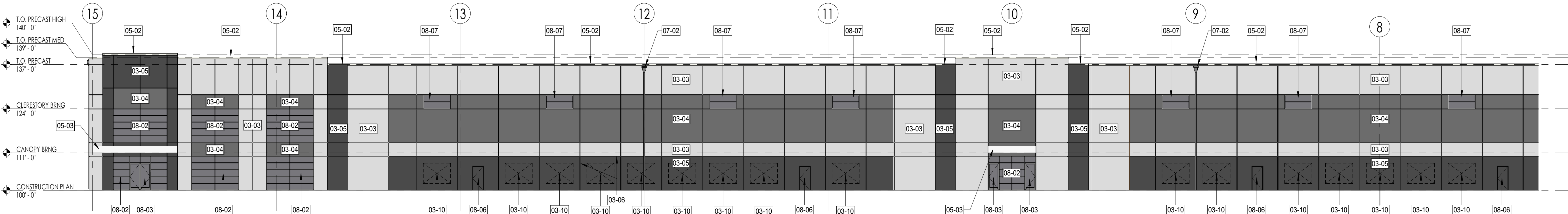
4 EAST ELEVATION

SCALE 1/16" = 1'-0"



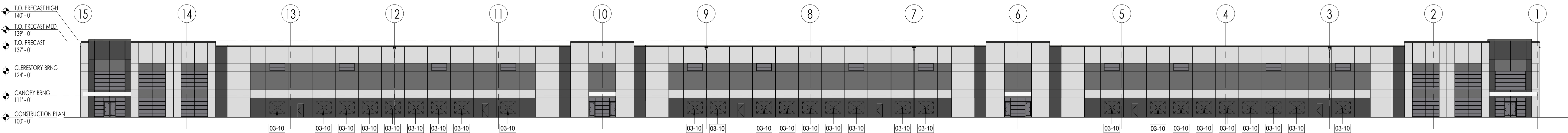
3 NORTH ELEVATION 'B'

SCALE 1/16" = 1'-0"



2 NORTH ELEVATION 'A'

SCALE 1/16" = 1'-0"



1 NORTH ELEVATION - OVERALL

SCALE 1" = 25'-0"



ZILBER
PROPERTY GROUP_{SM}

ZILBER INDUSTRIAL 3
GERMANTOWN, WISCONSIN





ZILBER
PROPERTY GROUP_{SM}

ZILBER INDUSTRIAL 3
GERMANTOWN, WISCONSIN

 **STEPHEN
PERRY
SMITH**
ARCHITECTS, INC.

WETLAND MITIGATION NARRATIVE
FOR
Z2 at Germantown Corporate Park
Village of Germantown, Washington County, Wisconsin
February 28, 2019

The Village of Germantown requires all new development to review impacts to adjacent wetlands and provide appropriate protection to these areas. Land within 25' of established wetland areas is to remain undisturbed whenever possible. When unavoidable, the disturbance shall be mitigated by enhancing wetland buffers to increase quality in storm water runoff capacity. Additionally, the Village of Germantown requires wetland mitigation to be performed if land is disturbed within the 75' navigable stream setbacks. For this project, grading will be performed within the 75' navigable stream setback, but outside of the 25' wetland setback. The following table summarizes the disturbance and required mitigation area.

Description	Area (ac)	Mitigation Ratio	Required Mitigation Area (ac)
Grading within 75' stream setback	0.14	1:1	0.14
Total Required Mitigation Area			0.14

The mitigation will be provided in the form of native plantings in the fringe area where the navigable stream setback is disturbed. The native plantings will provide superior erosion control and protection over existing vegetation which is currently agriculturally farmed. The attached exhibit depicts the existing and proposed areas of interest.

The seed mixture shall be selected by a local nursery based on specific soil conditions. A suggested mix is attached. Native plants shall be salt tolerant where adjacent to proposed driveways. Proposed species shall have strong deep root systems to minimize erosion due to runoff. Flowering species are encouraged to increase aesthetics. Existing vegetation shall be removed via grading or shall be burned to remove the seed base. Care shall be taken not to disturb existing wetlands. Soil shall be prepared under the supervision of the nursery or a professional landscape contractor with experience installing native plantings. Erosion matting or a tackifier shall be used to hold the seeds in place on the steeper slopes.

Native plantings take several years to become established and require maintenance to ensure unwanted species do not crowd out the native plants. These areas should be inspected as needed by a nursery expert or landscape architect with native plant experience. Burning and mowing shall be done at the direction of the professional. Additional seeding may be required in spot locations after the initial seeding, and shall be done immediately if required to prevent the invasion of unwanted species.

Natural~Landscapes, Inc.

Specializing in Prairies, Wetlands, Shorelines, and Water Gardens

Prairie Seeding List

All seed materials shall be supplied and installed as Wisconsin local genotypes. A cover crop of annual ryegrass shall be installed at the rate of 7 lbs per acre for quick germination and soil stabilization.

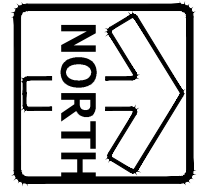
(Grasses)

Andropogon gerardii (big bluestem)
Bouteloua curtipendula (side oats grama)
Elymus canadensis (Canada wild rye)
Schizachyrium scoparium (little bluestem)
Sorghastrum nutans (Indiangrass)

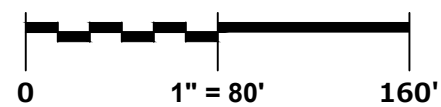
(Forbs)

Allium cernuum (nodding pink onion)
Amorpha canescens (Leadplant)
Aster azureus (sky blue aster)
Aster novae-angliae (New England Aster)
Baptisia leucantha (wild white indigo)
Coreopsis palmata (prairie coreopsis)
Coreopsis tripteris (Tall Coreopsis)
Dalea candida (White Prairie Clover)
Dalea purpurea (purple prairie clover)
Desmodium canadense (Canada tick Trefoil)
Echinacea pallida (pale purple coneflower)
Echinacea purpurea (purple coneflower)
Eryngium yuccifolium (rattlesnake master)
Helianthus grosseserratus (Saw-Tooth Sunflower)
Heliopsis helianthoides (Early Sunflower)
Liatris pycnostachya (prairie blazing star)
Monarda fistulosa (wild bergamot)
Penstemon digitalis (smooth penstemon)
Potentilla arguta (prairie cinquefoil)
Pycnanthemum virginianum (mountain mint)
Ratibida pinnata (yellow coneflower)
Rudbeckia hirta (black-eyed susan)
Rudbeckia subtomentosa (sweet black-eyed susan)
Silphium laciniatum (compass plant)
Silphium perfoliatum (cupplant)
Solidago graminifolia (grass-leaved goldenrod)
Solidago rigida (stiff goldenrod)
Verbena hastata (blue vervain)
Veronicastrum virginicum (culver's root)

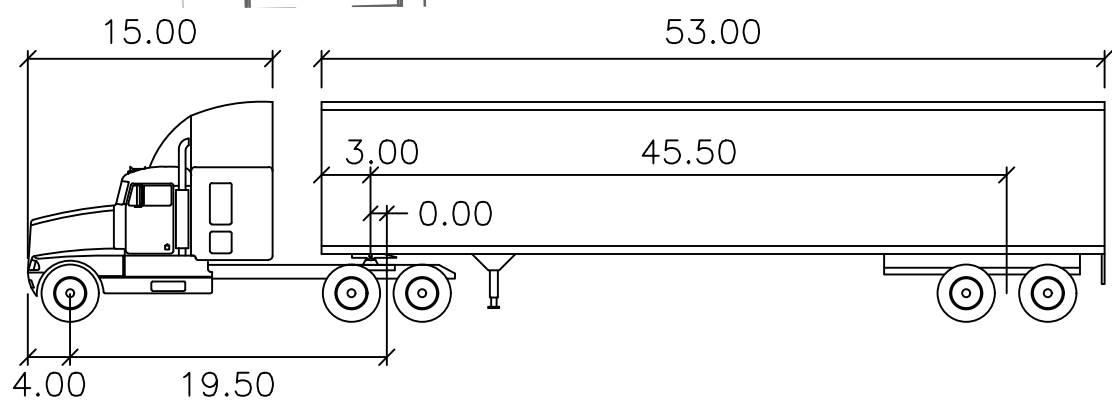
Z:\PROJECTS\2018\1296.00A-WI\CAD\EXHIBITS\1296.00A-WI TRUCK TURNING EXHIBIT.DWG 3/1/2019 11:52 AM



GRAPHICAL SCALE (FEET)



PROPOSED BUILDING
204,373 SF | FFE = 916.80



PROPOSED BUILDING
766 SF | FFE = 916.80

WB-67	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		



WB-67 TRUCK TURNING MOVEMENT

PINNACLE ENGINEERING GROUP

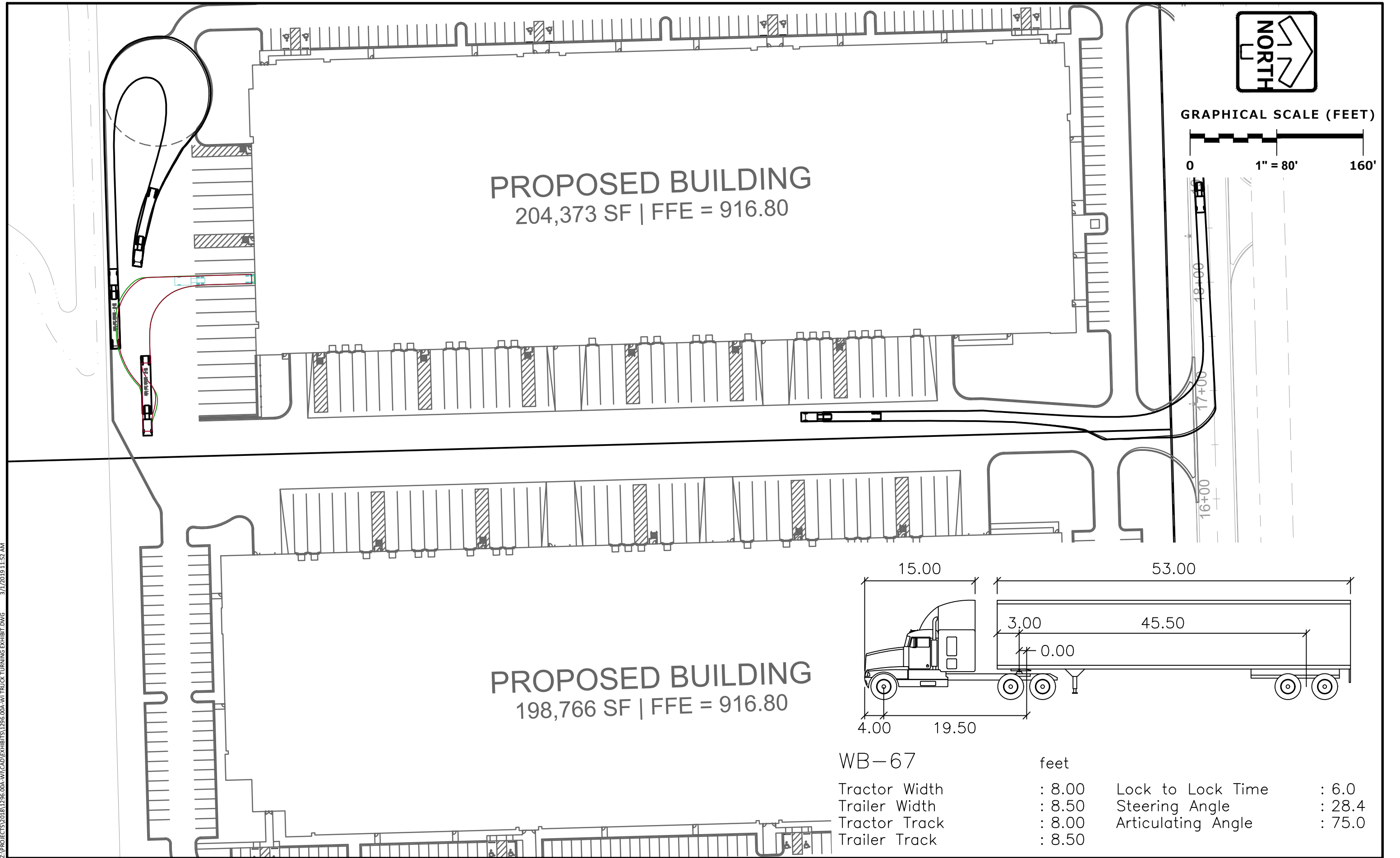
5850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENGR.COM |

03-01-2019

PLAN | DESIGN | DELIVER

PEG JOB# 1296.00A

Z:\PROJECTS\2018\1296.00A-WI\CAD\EXHIBITS\1296.00A-WI TRUCK TURNING EXHIBIT.DWG 3/1/2019 11:52 AM





Village of

Germantown

Willkommen

Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid 8

Date 3-4-19

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1

APPLICANT OR AGENT

Towne Realty Inc. dba Zilber Property Group

710 N. Plankinton Avenue

Milwaukee, WI 53203

Attn: Frank Dekan

Phone (414) 234-1100

Fax ()

E-Mail frank.dekan@zilber.com

PROPERTY OWNER

ZPG Development LLC

710 N. Plankinton Avenue

Milwaukee, WI 53203

Attn: Jason Lueders

Phone (630) 344-3718

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

Germantown Gateway Corporate Park
W Gateway Crossing
Richfield, WI

073-990

3

PURPOSE OF LAND SPLIT

Divide Industrial Business Park for construction of 198,766 sf &
204,373 sf buildings.

Will the land split require rezoning?

NO

From

To

4

READ AND INITIAL THE FOLLOWING:

X

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

X

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

X

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

X

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

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Frank Dekan
Applicant

3/4/19

Date

Jason Lueders
Owner

3/4/19

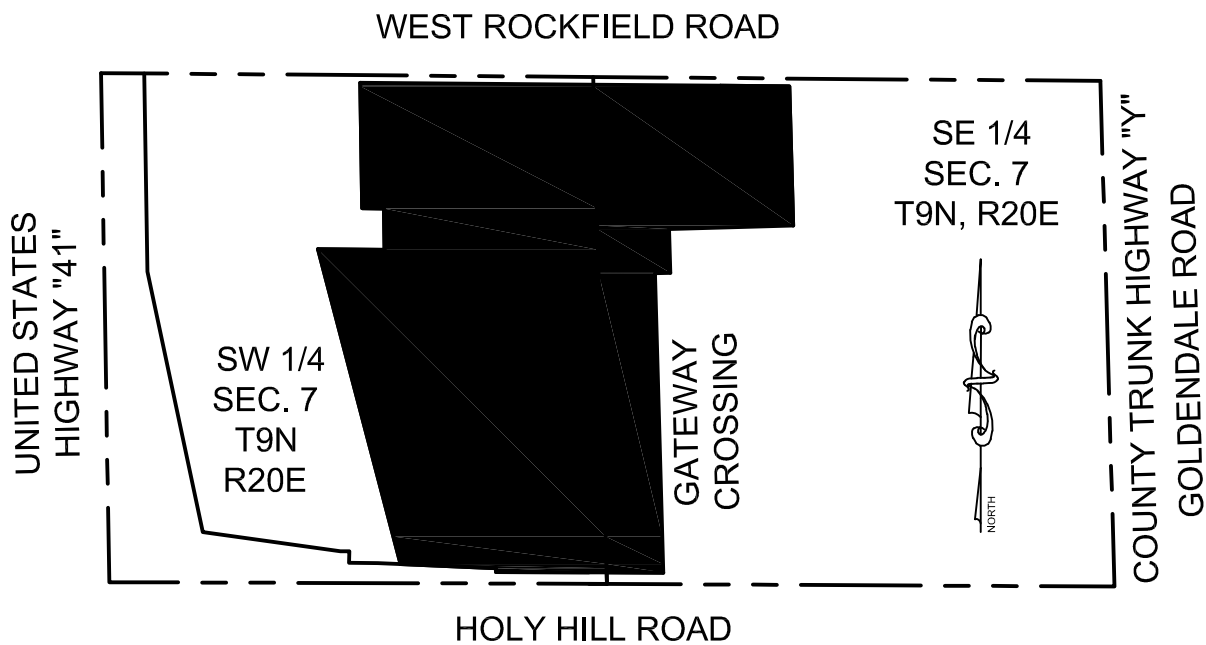
Date

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 6824, in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin



VICINITY MAP
SCALE 1":1000'



- NOTES:
- All measurements have been made to the nearest one-hundredth of a foot.
 - All angular measurements have been made to the nearest one second.
 - Right of way widths and locations based on Certified Survey Map No. 6824.
 - Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
 - The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 5513IC0268D dated NOVEMBER 20, 2013. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
 - Access Limitations to Holy Hill Road per Document No. 250846 and Document No. 306488.
 - Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The south line of the Southeast 1/4 of Section 7, Township 9 North, Range 20 East has a bearing of N89°41'41"W.

Prepared for:
ZPG Development LLC
710 N. Plankinton Ave.
Milwaukee, WI 53203

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

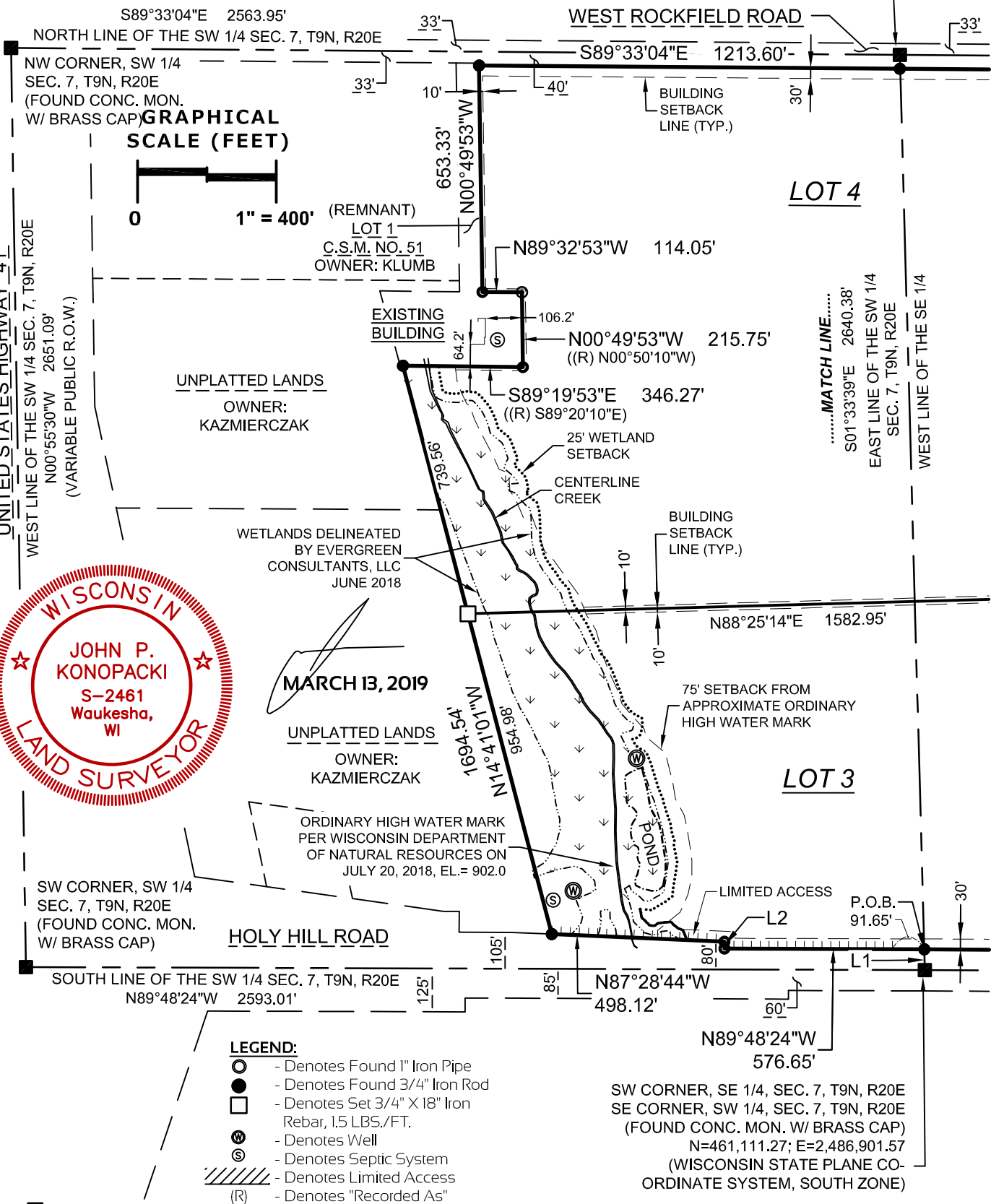
PEG JOB#1296.00A
SHEET 1 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 6824, in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

- LOT 3 = 1,440,641 SQ. FT. (33.0726 ACRES)
- LOT 4 = 2,435,001 SQ. FT. (55.9000 ACRES)
- LOT 5 = 370,712 SQ. FT. (8.5104 ACRES)
- LOT 6 = 106,856 SQ. FT. (2.4530 ACRES)

NE CORNER, SW 1/4, SEC. 7, T9N, R20E
NW CORNER, SE 1/4, SEC. 7, T9N, R20E
(FOUND CONC. MON. W/ BRASS CAP)



- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - Denotes Well
 - Denotes Septic System
 - Denotes Limited Access
 - Denotes "Recorded As"

Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

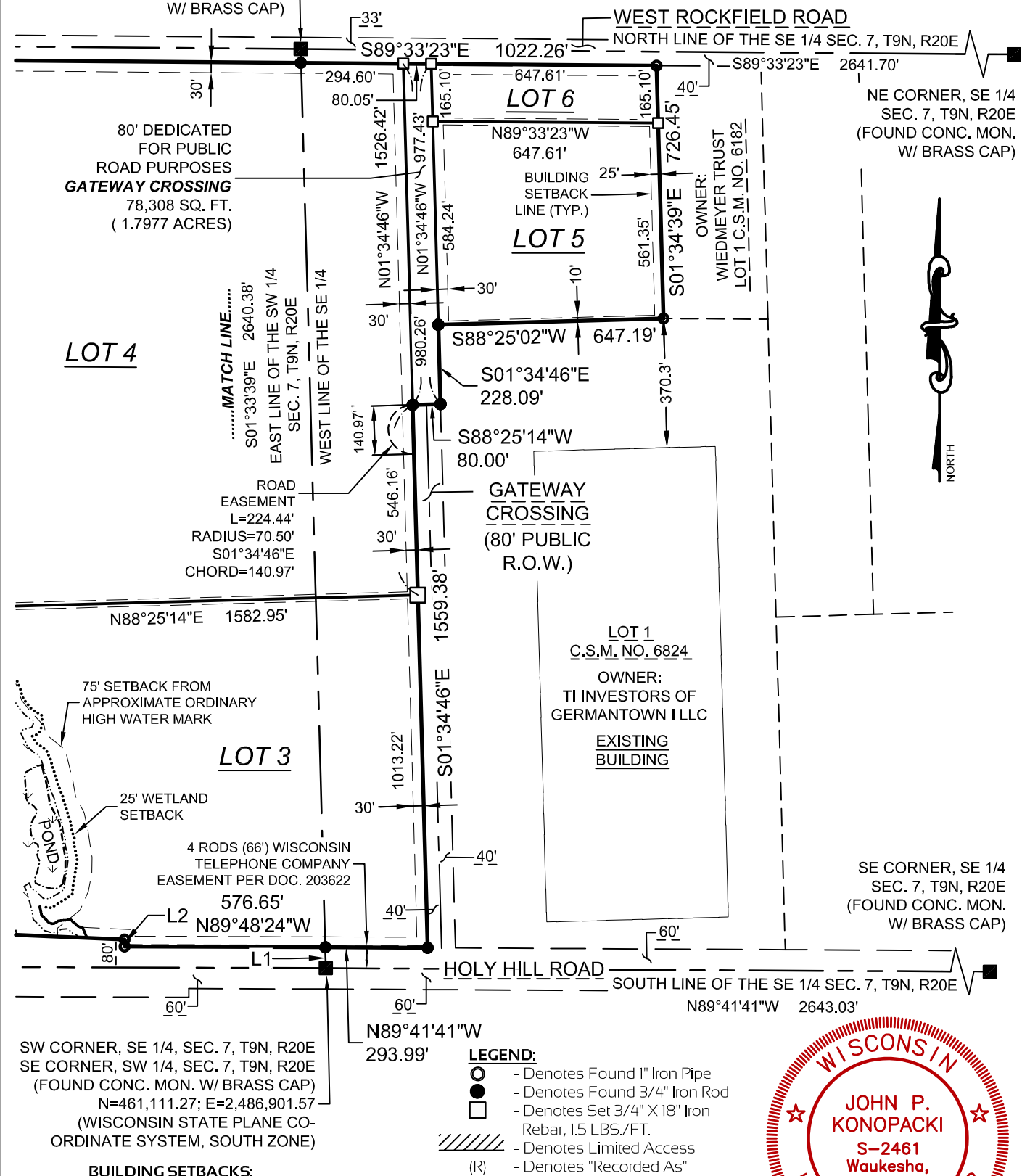
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1296.00A
SHEET 2 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 6824, in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

LOT 3 = 1,440,641 SQ. FT. (33.0726 ACRES)
LOT 4 = 2,435,001 SQ. FT. (55.9000 ACRES)
LOT 5 = 370,712 SQ. FT. (8.5104 ACRES)
LOT 6 = 106,856 SQ. FT. (2.4530 ACRES)



BUILDING SETBACKS:

FRONT YARD=30 FEET
SIDE YARD=10 FEET
REAR YARD=25 FEET

Prepared By:

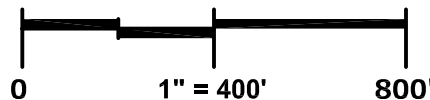
PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- /// - Denotes Limited Access
- (R) - Denotes "Recorded As"

GRAPHICAL SCALE (FEET)



MARCH 13, 2019

PEG JOB#1296.00A
SHEET 3 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 6824, in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N01°33'39"W	60.03'
L2	N00°11'36"E	20.00'

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 2 of Certified Survey Map No. 6824, as recorded in the Register of Deeds office for Washington County as Document No. 1457416, in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 7;
Thence North 01°33'39" West along the east line of said Southwest 1/4, 60.03 feet to the north right of way line of Holy Hill Road and the Point of Beginning;

Thence North 89°48'24" West along said north right of way line, 576.65 feet;
Thence North 00°11'36" East along said right of way 20.00 feet;
Thence North 87°28'44" West along said right of way, 498.12 feet;
Thence North 14°41'01" West, 1694.54 feet to the south line of Lot 1 of Certified Survey Map No. 51;
Thence South 89°19'53" East along said south line, 346.27 feet to the east line of said Lot 1;
Thence North 00°49'53" West along said east line, 215.75 feet;
Thence North 89°32'53" West, 114.05 feet;
Thence North 00°49'53" West, 653.33 feet to the south right of way line of West Rockfield Road;
Thence South 89°33'04" East along said south right of way line, 1213.60 feet;
Thence South 89°33'23" East along said south right of way, 1022.26 feet to the west line of Lot 1 of Certified Survey Map No. 6182;
Thence South 01°34'39" East along said west line, 726.45 feet to the north line of Lot 1 of Certified Survey Map No. 6824;
Thence South 88°25'02" West along said north line, 647.19 feet to the west line of said Lot 1;
Thence South 01°34'46" East along said west line, 228.09 feet to the north right of way line of Gateway Crossing;
Thence South 88°25'14" West along said north right of way line, 80.00 feet to the west right of way line of said Gateway Crossing;
Thence South 01°34'46" East along said west right of way line, 1559.38 feet to the north right of way line of the aforesaid Holy Hill Road;
Thence North 89°41'41" West along said north right of way line, 293.99 feet to the Point of Beginning.

Dedicating that portion of the subject property as graphically shown for Highway Purposes.

Containing 4,431,518 square feet (101.7337 acres) of land Gross or 4,353,210 square feet (99.9360 acres) Net more or less.

That I have made such survey, land division and map by the direction of ZPG Development 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 requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Germantown Land Division Ordinance in surveying, mapping and dividing the land with in this certified survey map.

Date: MARCH 13, 2019





John P. Konopacki
Professional Land Surveyor S-2461

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 6824, in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

ZPG Development 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, mapped and dedicated as represented on this certified survey map.

ZPG Development LLC, as owner, hereby dedicates that part of Gateway Crossing to the Village of Germantown for public road purposes as represented on Sheet 3 of this Certified Survey Map.

ZPG Development LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Germantown

IN WITNESS WHEREOF, the said ZPG Development LLC has caused these presents to be signed by John W. Kersey, Executive Vice President, AND Sandra J. Delisle, Assistant Secretary, at Milwaukee, Milwaukee County, Wisconsin, on this _____ day of _____, 2019.

In the presence of: ZPG Development LLC
By: Towne Realty, Inc., Manager

John W. Kersey, Executive Vice President

Sandra J. Delisle, Assistant Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this _____ day of _____, 2019, John W. Kersey, Executive Vice President of Towne Realty, Inc. - Manager, 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 Towne Realty, Inc. - Manager of said limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

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

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this _____ day of _____, 2019, Sandra J. Delisle, Assistant Secretary of Towne Realty, Inc. - Manager, 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 Assistant Secretary of Towne Realty, Inc. - Manager of said limited liability company, and acknowledged that she executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

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



MARCH 13, 2019

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1296.00A
SHEET 5 OF 6

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 6824, in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the, Village of Germantown, on this _____ day of _____, 2019.

Date

Dean Wolter, Village President

Date

Laura Johnson, Secretary

VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 7 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of Gateway Crossing for public road purposes as shown on Sheet 3 is hereby accepted by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 2019.

Date

Dean Wolter, Village President

Date

Deanna Braunschweig, Village Clerk



MARCH 13, 2019



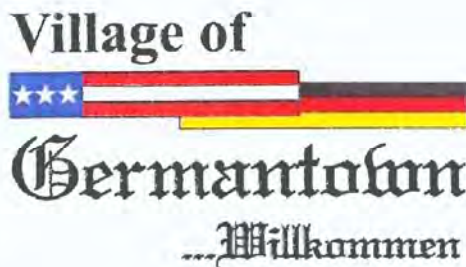
Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1296.00A
SHEET 6 OF 6



Fee must accompany application

☒ \$1460 Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Towne Realty Inc. dba Zilber Property Group
710 N. Plankinton Avenue
Milwaukee, WI 53203
Frank Dekan
Phone (414) 234-1100
Fax ()
E-Mail Frank.dekan@zilber.com

PROPERTY OWNER

ZPG Development LLC
710 N. Plankinton Avenue
Milwaukee, WI 53203
Jason Lueders
Phone (630) 344-3718

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

ZPG Development LLC

3 PROPERTY ADDRESS

Germantown Gateway Corporate Park
W Gateway Crossing
Richfield, WI Actual address to be determined.

TAX KEY NUMBER

073-990

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Vacant

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

M-1: Limited Industrial

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

New construction of 198,766 sf Industrial Spec Building. This building does not have a tenant currently identified. Additional operational information will be provided when a tenant is identified.

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

See attached CSM.

SUPPORTING DOCUMENTATION:

7

- ☒ Site plan ~~and elevations~~ for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere
- ☒ Certified Survey Map
- ☐ _____

READ AND INITIAL THE FOLLOWING:

8

- X I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.
- X I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- X I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9



Applicant

3/4/19

Date



Owner

3/4/19

Date

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC. REVIEWED: AEA DESIGNED: TOM DRAFTER: CMB



GRAPHICAL SCALE (FEET)

0 1" = 30' 60'

MATCHLINE

SEE SHEET C-5

PROPOSED BUILDING

198,766 SF | FFE = 916.80

LEGEND

- LIGHT DUTY PAVEMENT**
 - 8" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED VIRGIN LIMESTONE)
 - 3 1/2" ASPHALTIC CONC. (1 LIFT)
 - (SHT 58-28.5)
- HEAVY DUTY PAVEMENT**
 - 12" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED VIRGIN LIMESTONE)
 - 5" ASPHALTIC CONC. (2 LIFTS)
 - 3/4" LOWER LAYER (SHT 58-28.5)
 - 2 1/2" UPPER LAYER (SHT 58-28.5)
- CONCRETE PAVEMENT (TRUCK COURT & DOLLY PAD)**
 - 6" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED VIRGIN LIMESTONE)
 - 7" PCC (4000 PSI AIR ENTRAINMENT CONCRETE WITH 6x6x6 GAUGE STEEL MESH)
- CONCRETE SIDEWALK**
 - 6" CRUSHED AGGREGATE BASE COURSE (1-1/2" DENSE GRADED VIRGIN LIMESTONE)
 - 4" PCC (4000 PSI AIR ENTRAINMENT CONCRETE WITH 6x6 WELDED WIRE FABRIC PER ACI 315-92)
- 4" SOLID WHITE STRIPE**
- 4" DIAGONAL AT 45° SPACED 2' O.C.**
- ADA PARKING STALL SIGNAGE (SEE DETAIL)**
- 18" CURB & GUTTER (SEE DETAIL)**
- 18" REVERSE CURB & GUTTER (SEE DETAIL)**
- TAPER CURB HEAD (SEE DETAIL)**
- BUILDING DOOR SLAB (2% MAX SLOPE WITHIN 5'-FT OF DRIVE IN OR MAIN DOOR)**
- ADA STALL INSIGNIA**
- ADA CURB RAMP (SEE DETAIL)**
- STEEL STAIRS (SEE ARCHITECTURAL PLANS)**
- BOLLARD (SEE DETAIL)**
- PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)**
- MAN DOOR**
- OVERHEAD DOOR**
- PROJECT LIMIT BETWEEN BID PACKAGE #1 AND BID PACKAGE #2**

SITE DATA

SITE AREA: 1,708,372 S.F./39.22 AC
ZONING CLASSIFICATION: T-3.0
BUILDING FOOTPRINT AREA: 706,044 S.F.
IMPERVIOUS SPACE: 1,108,915 S.F./25.46 AC/64.9%
GREEN SPACE: 599,456 S.F./13.76 AC/35.1%
PARKING PROVIDED (9'x20') 44 (2 ADA)

ALL WORK WITHIN PUBLIC R.O.W.
SHALL CONFORM TO VILLAGE OF
GERMANTOWN STANDARDS.

S.T.H. "167" / HOLY HILL ROAD

ZILBER
PROPERTY GROUPSM

**Z2 & Z3 AT GERMANTOWN
CORPORATE PARK
GERMANTOWN, WI**

**Z2 SITE DIMENSION & PAVING
PLAN**

REVISIONS

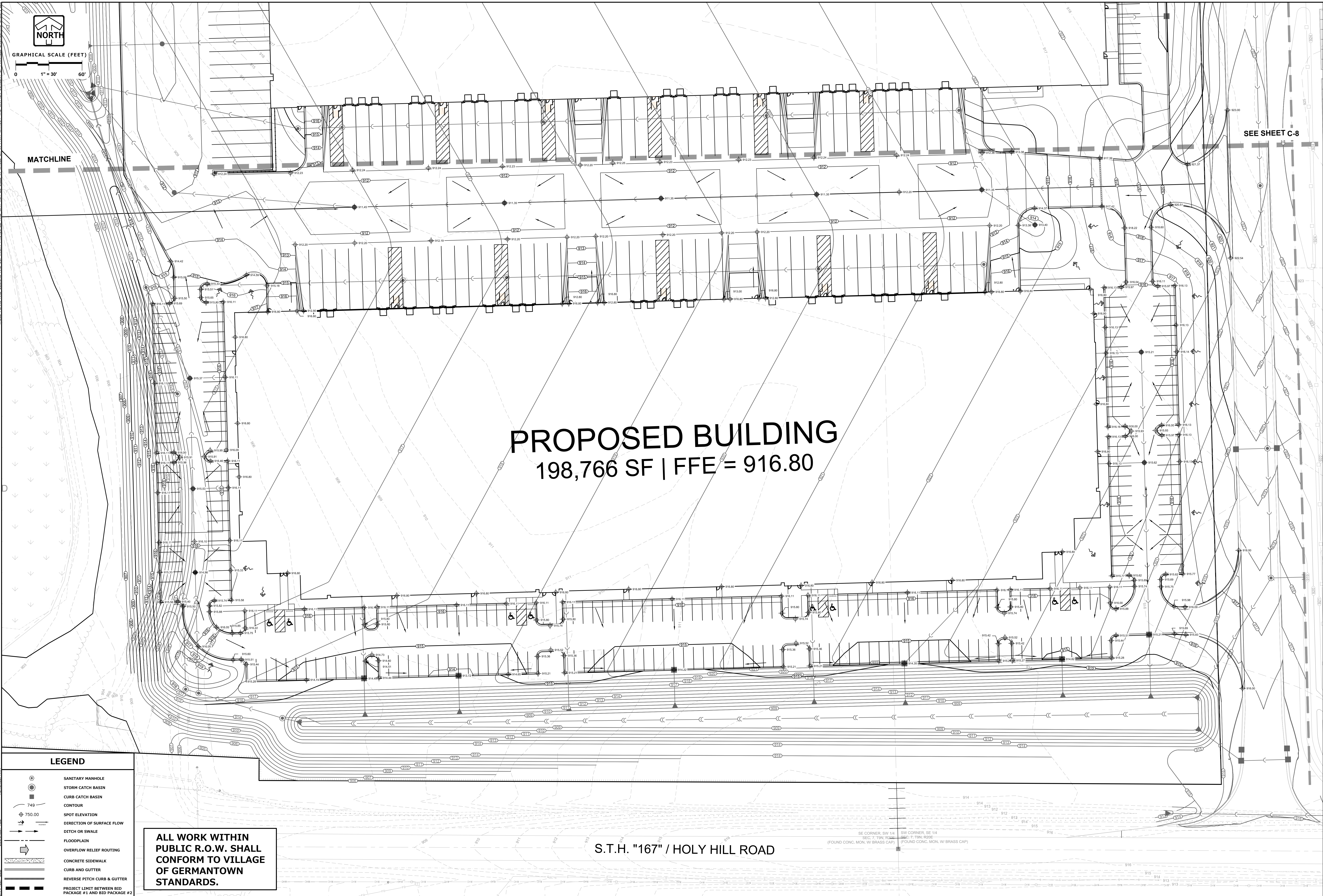
REG. JOB NO. 14296.00A-WT
AREA
PLOT DATE 3/1/19
SCALE 1" = 30'

SHEET
C-4
of
C-18

Z2 SITE DIMENSION & PAVING PLAN

www.pinnacle-engr.com

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC



PROPOSED BUILDING
198,766 SF | FFE = 916.80

S.T.H. "167" / HOLY HILL ROAD

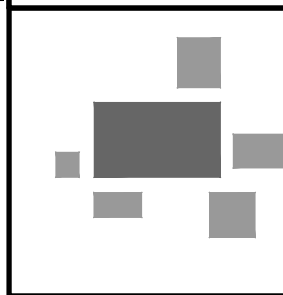
SE CORNER, SW 1/4
SEC. 7, T2N, R2E
(FOUND CONC. MON. W/ BRASS CAP)

SW CORNER, SE 1/4
SEC. 7, T2N, R2E
(FOUND CONC. MON. W/ BRASS CAP)

LEGEND

- SANITARY MANHOLE
- STORM CATCH BASIN
- CURB CATCH BASIN
- CONTOUR
- SPOT ELEVATION
- DIRECTION OF SURFACE FLOW
- DITCH OR SWALE
- FLOODPLAIN
- OVERFLOW RELIEF ROUTING
- CONCRETE SIDEWALK
- CURB AND GUTTER
- REVERSE PITCH CURB & GUTTER
- PROJECT LIMIT BETWEEN BID PACKAGE #1 AND BID PACKAGE #2

ALL WORK WITHIN
PUBLIC R.O.W. SHALL
CONFORM TO VILLAGE
OF GERMANTOWN
STANDARDS.



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO (MILWAUKEE, NATIONWIDE)

ZILBER
PROPERTY GROUPSM

**Z2 & Z3 AT GERMANTOWN
CORPORATE PARK
GERMANTOWN, WI**

Z2 GRADING PLAN

REVISIONS

REG. JOB NO. 14296.00A-WI
REG. NO. AREA
PLOT DATE 3/17/19
SCALE 1" = 30'

SHEET
C-7
C-18

Z2 GRADING PLAN

www.pinnacle-engr.com

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: April 15, 2019

AGENDA ITEM: Public Hearing & New Business [CONDITIONAL USE PERMIT]

ITEM TITLE: Keller Inc., Agent for ELLARETEE LLC and GGWW LLC, Property Owner – W204 N12839 Goldendale Road; Conditional Use Permit to Allow an Accessory Structure to Exceed 45 Feet in Height; Application to Rezone 28.1 acres from A-1: Agricultural to M-1: Limited Industrial; and a 2-Lot Certified Survey Map (CSM)

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

SUMMARY EXPLANATION:

Brad Egan, Keller Inc. agent for ELLARETEE LLC and GGWW LLC, property owners, is requesting approval of the following to accommodate development of a 13.1-acre, 100,000 sqft manufacturing facility for the Dielectric Corporation located in the northwest quadrant of the Holy Hill Road @ Goldendale Road intersection:

- Rezoning application to rezone 28.1 acres from A-1: Agricultural to M-1: Limited Industrial;
- Certified Survey Map (CSM) to divide 28.1 acres into (2) parcels and dedicate right-of-way for a new public street;
- Conditional Use Permit (CUP) to allow an accessory dust collection system to exceed a height of 45 feet (48'10" is proposed)

PLAN COMMISSION RECOMMENDATIONS:

APPROVE rezoning approximately 28.1 acres from A-1: Agricultural to M-1: Limited Industrial as proposed.

APPROVE the 2-lot Certified Survey Map (CSM) for the 28.1-acre property subject to (1) condition.

APPROVE a Conditional Use Permit for Dielectric Corporation to allow an accessory dust collection system to be installed at a height greater than 45 feet subject to (4) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

CUP #06 – 19

Document No.

CONDITIONAL USE PERMIT

Document Title

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT

Whereas the Applicant:

ELLARETEE LLC, Property Owner and Dielectric Corporation, Operator

agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant and Property Owner to allow an accessory dust collector to exceed a maximum height of 45 feet (up to 48'10") for the Dielectric Corporation manufacturing facility pursuant to Section 17.33(3)(i) of the Village's Zoning Code.

Name & Return Address:

**Village of Germantown
P.O. Box 337
Germantown, WI 53022**

Parcel Identification No:

GTNV 074-987

On the following described property located in the Village of Germantown, Washington County, Wisconsin:

W204 N12839 Goldendale Road (Tax Key: GTNV 074-987)

NOTE: Address and Tax Key # will change once land is divided and address coordinates assigned

Lot 1 of Certified Survey Map N0. 5959 in the Northeast ¼ of the Southeast ¼ and the southeast ¼ of the Southeast ¼ of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 28.1 acres.

Pursuant to the following condition(s):

1. The exterior components of the dust collection system shall be painted to match the primary color of the building.
2. Visual screening of the base of the collection system, including any bins, trailers or other related equipment, shall be installed along the south and west sides shall be installed to a minimum height of twelve (12) feet. Said screen can be comprised of a screen wall, opaque fencing, and/or landscaping.
3. Dust collection systems can generate significant mechanical and exhaust noise when operating. The elevated collection system that is proposed may generate unnecessary and continuous noise over the typical weekday work hours from 6:00am to 9:30pm (two shifts) that exceeds the Village's maximum sound level performance standards for the M-1 Zoning District of 75db(A) during the daytime and 70db(A) during the nighttime after 10:00pm (measurements taken at the property line). The Applicant indicates that the dust collection system sound level is expected to be 80db measured at the system location and 68db at the property line. Dielectric shall monitor the noise level generated by the dust collection system to ensure compliance with the Village's performance standards. In the event that the noise level exceeds the performance standards or becomes a nuisance as defined and determined under the Germantown Municipal

Code, Dielectric shall make modifications to the dust collection system to reduce the sound level to comply with the performance standards and eliminate the nuisance, including but not limited to, reducing the height, installing silencers, sound enclosures, etc.

4. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the ____ day of _____, 2019.

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2019, the above named Dean Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

I, _____, representing ELLARETEE LLC, hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

{type or print name on this line}

{signature on this line}
Agent for ELLARETEE LLC, Property Owner

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}
Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Director, Community Development Department
Village of Germantown, Wisconsin

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

I, _____, representing Dielectric Corporation, hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

{type or print name on this line}

{signature on this line}
Agent for Dielectric Corporation, Operator

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}
Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Director, Community Development Department
Village of Germantown, Wisconsin

ORDINANCE NO. 03-2019

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

(Keller Inc. Agent for ELLARETEE LLC, Property Owners)

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District the following described property:

Lot 1 of Certified Survey Map N0. 5959 in the Northeast ¼ of the Southeast ¼ and the southeast ¼ of the Southeast ¼ of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 28.1 acres.

SECTION 2. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____
Adopted: _____, 2019

Vote: Ayes: _____
 Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

REZONING, CERTIFIED SURVEY MAP (CSM), CONDITIONAL USE PERMIT & SITE PLAN APPLICATIONS

4/8/19 Plan Commission Meeting

Keller Inc. / ELLARETEE LLC / Dielectric Corporation

Village Planner Report

Germantown, Wisconsin

Summary

Brad Egan, Keller Inc., agent for ELLARETEE LLC, property owner, is requesting approval of a Rezoning, 2-lot Certified Survey Map (CSM), Conditional Use Permit (CUP) and Site Development and Building Plans for the development of a 28.1-acre parcel located at the Holy Hill Road @ Goldendale Road intersection east of US41, including a new 100,000 sqft facility for the Dielectric Corporation.

Location: Holy Hill Road @ Goldendale Road (¼-mile east of US41)

Agent/

Property Owners: Brad Egan
Keller Inc.
W204 N11509 Goldendale
Germantown, WI

Michael Esser Jr
ELLARETEE LLC
W141 N9250 Fountain Blvd
Menomonee Falls, WI

Current Zoning: A-1: Agricultural
Proposed Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Industrial	M-1
East	Agricultural	A-1
West	Industrial	M-1



Background/Proposal

In 2018, the Village Board approved amendments to the Village's 2020 Land Use Plan (LUP) Map and creation of Tax Incremental Financing District No. 8 (TID#8). The primary purpose for TID#8 was to re-construct Holy Hill Road from US41 to Goldendale Road and extending sanitary sewer and water utilities along Goldendale Road and Holy Hill Road to serve development within the Gateway Corporate Park and other adjacent land within the Holy Hill Road corridor. At this time, development within the Gateway Corporate Park and the extension of sanitary sewer and water utilities is nearly complete.

At this time, Brad Egan, Keller Inc., agent for ELLARETEE LLC, property owner, and the Dielectric Corporation, is requesting approval of the following to accommodate development of a 13.1-acre parcel within the overall 28.1 acres of land located in the northwest quadrant of the Holy Hill Road @ Goldendale Road intersection:

1. Rezoning application to change the zoning for the 28.1-acre parcel from A-1: Agricultural to M-1: Limited Industrial;
2. Certified Survey Map (CSM) to divide the 28.1-acre parcel into (2) parcels and dedicate right-of-way for a new public street;
3. Conditional Use Permit (CUP) to allow an accessory structure (dust collection system) exceed a height of 45 feet (48'10" is proposed);
4. Site development and building plans for development of proposed Lot 1 (13.1 acres), including a 100,000 sqft manufacturing facility, public street, storm water management, water & sanitary sewer utilities

Rezoning Application

The following Zoning Code map amendment (i.e. rezoning) is proposed:

- Change 28.1 acres from A-1: Agricultural to M-1: Limited Industrial

As indicated in the rezoning application, the Applicant is requesting this change to facilitate the development of this parcel with industrial uses and the immediate construction of a 100,000 sqft manufacturing facility on 13.1 acres, and, additional future industrial development on the remaining 14.2 acres.

Certified Survey Map (CSM)

The proposed 2-lot CSM divides the 28.1 acres of land into the following to facilitate future development:

- Lot 1: a 13.1 acre parcel to be developed with the 100,000 sqft industrial building for Dielectric Manufacturing;
- Lot 2: a 14.2 acre "placeholder" parcel available for future development; and
- Right-of-way to be dedicated to the Village for a new public street/cul-de-sac

Conditional Use Permit (CUP)

The Dielectric Corporation, future tenant of the proposed 100,000 sqft manufacturing facility, requires the use of an industrial dust collection system proposed to be installed outside the building on the west elevation (the system is an existing system Dielectric would relocate from their existing facility in Menomonee Falls).

The external components of the dust collection system are 10' diameter and 48'10" in height (see building elevation plans for details). The maximum height for buildings and accessory structures in the M-1 District is 45 feet. However, accessory structures greater than 45' in height can be allowed with a conditional use permit (CUP). The Applicant is requesting a CUP that would enable Dielectric to install a dust collection system on the west elevation at a height up to 48'10". External components of the dust collection system will be painted to match the exterior of the building.

Site Development & Building Plans

Detailed site development and building plans have been prepared for the proposed 100,000 sqft Dielectric manufacturing building to be developed on the 13.1-acre proposed Lot 1. As detailed in the plans, the site and building will have the following characteristics:

Site Improvements

- Construct a new public street from Holy Hill Road north into the site;
- Extend & install water & sanitary sewer facilities along Holy Hill Road and the new cul-de-sac (urban curb & gutter cross-section) to the proposed 100,000 sqft facility (sewer to extend to the north property line);
- Construct three (3) access driveways and parking with a total of 148 parking stalls;
- Construct /install one (1) storm water management wet detention basin w/ associated swales and on-site storm sewer;
- Install perimeter and internal landscaping & street trees along Holy Hill Road and the cul-de-sac

Building Improvements

- 100,000 sqft single-story w/ 3,000 sqft mezzanine (w/ 47,600 sqft future expansion)
 - o 12,600 sqft office
 - o 67,250 sqft production/shop
 - o 20,150 sqft warehouse/shipping/receiving
- Painted pre-cast concrete wall panels w/ smooth finish (29' parapet and 32' max wall height)
- aluminum storefront windows
- Six (6) elevated shipping & receiving loading docks & (2) overhead door docks (north elevation)
- Roof-mounted mechanicals

Operation Information

As discussed in the Plan of Operations" summary, Dielectric is a contract manufacturing company that produces plastic and non-ferrous metal parts using CNC routers, lathes and milling machinery. Dielectric is currently located in Menomonee Falls and is planning to relocate to a new and larger facility in Germantown.

The Dielectric operation has 100 employees that will work in two shifts: 6:00am to 2:00pm (80 employees) and 1:30pm to 9:30pm (20 employees). Operations are expected to generate an average of 4-10 truck trips per day (shipping and receiving).

Storm Water Management. A total of 201,470 sqft of impervious surfaces are proposed as part of the Dielectric development or 35.4% of the total 13.1-acre site leaving 64.6% in open/green space. On-site storm water facilities include a wet detention basin along Holy Hill Road with all on-site storm sewer, roof drains, ditches and swales are provided with connections to this basin.

Landscaping & Buffering. Landscaping is proposed along the east and south sides of the building and within the parking area. Plantings include a variety of deciduous street and shade trees, ornamental trees, evergreen trees, deciduous and evergreen shrubs, perennial plantings and ornamental grasses. Street trees are also proposed along Holy Hill Road and the new cul-de-sac (see Sheet L100).

Lighting. Exterior lighting of the site and building includes:

- (14) 30W LED cut-off wall pack-style building-mounted fixtures at a height of 14' on all elevations;
- (12) 120 W LED cut-off style pole-mounted fixtures mounted on a 25' pole and 2.5' base (27.5' total height) in the parking area and along the new cul-de-sac;
- Under canopy and ground-mounted directional spot lighting for flags in the parking area at the primary employee/visitor entrance.

Signage. A monument sign "placeholder" is shown in the east side of the site near the main driveway on the cul-de-sac. A wall-mounted sign "placeholder" is shown on the south elevation. Details for both the monument and wall signs will be provided as part of a separate and future sign permit application.

Staff Comments

Community Development: Planning & Zoning

As shown on the CSM, the Applicant is proposing to name the street "Ellaretee Circle". Staff recommends that the Plan Commission approve a street name that is consistent with the "gateway theme" wayfinding and addressing for development within the Holy Hill Road/USH41 corridor. "Gateway Pass", "Gateway Commons", "Gateway Knoll" are suitable examples, but staff is open to other compatible names. The thought behind the original street-naming nomenclature for the new interchange development area is to have "Gateway" in all of the street names for future public streets intersecting Holy Hill Road to match the overall "Germantown Gateway" concept (ex: the new water tower is intended to include the "gateway" phrase in the label). Ideally, when discussing or referring to a business in the "Germantown Gateway" or one that has an address with "Gateway" in the street name, people will know where in the Village that business is located. Moreover, this area of the Village is actually (and unfortunately) located within the Richfield 53076 postal/zip code area. Consequently, any/all property addresses will end with "Richfield 53076" and NOT the preferred "Germantown 53022". While seemingly petty or unimportant, property addresses for businesses (and residents alike) that include the name of the community within which those businesses are actually located are quite important in terms of wayfinding, advertising and marketing. If we are unable to have "Germantown 53022" in the addresses for the businesses in our own Gateway Corporate Park and overall Germantown Gateway interchange, we can at least stick to a street naming scheme for the area is both consistent and promotional with respect to this significant and important development area in the Village.

Additional landscaping is necessary along the south elevation of the building. Because the storm water basin is located between the Holy Hill right-of-way and the building with little space around the perimeter of the basin for landscaping, and, given the base floor elevation of the building (932') is higher than the top of the rim of the basin (928') and the road (923'), the few street trees and foundation plantings along the base of the south elevation will have little effect on accenting and buffering the view of the building. Additional plantings should be installed along the south building elevation... at least to match the rendering with vertical, quick-growing evergreens and a few deciduous trees.

The dust collection system proposed to be located outside on the west elevation will extend approximately 17' above the height of the building. The Applicant indicates that the collection system will be painted to match the primary color of the building and will not be visible from Holy Hill Road or adjacent properties (see renderings). The dust collection system at the existing Dielectric facility has a collection bin and trailer located near the base. It is not known if the same or similar items are needed; presumably so since this is the same collection system that will be relocated to the new facility (although the site plan does not indicate that this will be the case). Nonetheless, additional landscaping or screening around the base of the collection system should be provided.

Staff is also concerned with the fact that the collection system may create unnecessary and continuous noise that exceeds the Village's maximum sound level performance standards for the M-1 Zoning District of 75db(A) during the daytime and 70db(A) during the nighttime (measured at the property line). The Applicant indicates in the supplemental information (see enclosed letter dated April 3, 2019) that the collection system sound level is expected to be 80db measured at the system location and 68db at the property line. It is not known if the dust collection system will run during both shifts from 6:00am to 9:30pm Monday to Friday. Regardless, Dielectric needs to be aware that they may be required to modify the dust collection system in some manner to mitigate potential noise issues and code violations.

The building will have roof-mounted HVAC mechanicals; however, no roof plan showing the actual location and possible sight lines has been provided. No screening is proposed either. The Applicant is required to submit a roof plan showing the location of any/all RTU's and proposed screening if the RTU's are visible from the public view.

Minimal details regarding the size, location and materials for the dumpster enclosure has been provided. Dumpster enclosures should be designed to meet the Village's dumpster enclosure guidelines.

The building architecture and exterior color scheme is somewhat bland. Additional reveals and/or articulation should be included in the design. The 2-color gray scheme should be enhanced to ensure the colors or tone are not too evenly matched and indistinguishable.

Public Works/ Village Engineer/Village Surveyor

The Village Engineer and Public Works Department staff have identified several technical issues and plan revisions that need to be resolved or otherwise addressed by the Developer prior to commencing construction activities and issuance of a building permit. Consequently, Staff is recommending conditional approval of the site

development and building plans subject to all of the outstanding items and issues identified in the following review memos being resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment and approval prior to commencing any site construction and prior to issuance of a building permit for Dielectric facility:

- March 18, 2019 memo from Village Surveyor, Bob Beilfuss
- March 29, 2019 memo from Village Engineer, Eric Nitschke

Fire & Police Departments

The Fire Department is recommending approval of the Dielectric site plans subject to the following requirements:

1. Approved water supply with fire hydrants is required with intervals at approximately 400' apart. At this time, the existing water supply to the new hydrants at the Goldendale Road@ Holy Hill Road intersection is incomplete and untested. Per NFPA 1 Chapter 18.
2. A paved sidewalk around the entire building is required for GFD access connecting to a hard surface on the east side. Fire standpipes are required/will be installed in the factory and warehouse areas at all exit doors.
3. A Knox Box shall be installed at a location to be determined by GFD.
4. Fire sprinkler and alarms are required by IBC based on occupancy class.

All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access.

Community Development: Inspection Services

Inspection Services has indicated that the submission of state-approved plans will be required prior to issuing a building permit along with the required \$20,000 occupancy bond.

VILLAGE PLANNER RECOMMENDATION:

Rezoning Application

APPROVE rezoning approximately 28.1 acres from A-1: Agricultural to M-1: Limited Industrial as proposed.

VILLAGE PLANNER RECOMMENDATION:*Certified Survey Map (CSM)*

APPROVE the 2-lot Certified Survey Map (CSM) for the 28.1-acre property subject to the following conditions:

1. The CSM shall be revised to reflect the Village Surveyor comments contained in the March 18, 2019 review memo prior to recording the CSM.

VILLAGE PLANNER RECOMMENDATION*Conditional Use Permit (CUP)*

APPROVE a Conditional Use Permit for Dielectric Corporation to allow an accessory dust collection system to be installed at a height greater than 45 feet subject to the following conditions:

1. The exterior components of the dust collection system shall be painted to match the primary color of the building.
2. Visual screening of the base of the collection system, including any bins, trailers or other related equipment, shall be installed along the south and west sides shall be installed to a minimum height of twelve (12) feet. Said screen can be comprised of a screen wall, opaque fencing, and/or landscaping.
3. Dust collection systems can generate significant mechanical and exhaust noise when operating. The elevated collection system that is proposed may generate unnecessary and continuous noise over the typical weekday work hours from 6:00am to 9:30pm (two shifts) that exceeds the Village's maximum sound level performance standards for the M-1 Zoning District of 75db(A) during the daytime and 70db(A) during the nighttime after 10:00pm (measurements taken at the property line). The Applicant indicates that the dust collection system sound level is expected to be 80db measured at the system location and 68db at the property line. Dielectric shall monitor the noise level generated by the dust collection system to ensure compliance with the Village's performance standards. In the event that the noise level exceeds the performance standards or becomes a nuisance as defined and determined under the Germantown Municipal Code, Dielectric shall make modifications to the dust collection system to reduce the sound level to comply with the performance standards and eliminate the nuisance, including but not limited to, reducing the height, installing silencers, sound enclosures, etc.
4. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.

VILLAGE PLANNER RECOMMENDATION:

Site Development & Building Plans

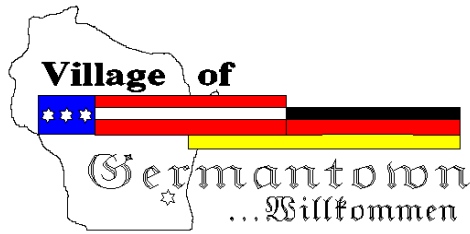
APPROVE the site development and building plans for the 13.1-acre ELLARETEE LLC property and 100,000 sqft Dielectric manufacturing facility located on Holy Hill Road @ Goldendale Road subject to the following conditions:

1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following architectural and engineering plans unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:
 - a. *Architectural plans for "ELLARETEE LLC" dated January 17, 2019;*
 - b. *Civil Engineering plans "Site Improvement Plans for ELLARETEE LLC" dated April 4, 2019;*
 - c. *Landscaping plans dated April 3, 2019 (revised);*
 - d. *Lighting plans dated April 3, 2019*
2. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.
3. All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access as required by the Police Department.
4. All outstanding items and issues identified by Village Staff in the following review memos shall be resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment and approval prior to commencing construction or issuance of a building permit for the Dielectric facility (excluding "early start" site clearing and footing/foundation work approved by the Village and/or WI DSPS):
 - a. *March 29, 2019 memo from Village Engineer, Eric Nitschke*
5. State approved plans and a \$20,000 occupancy bond are required by the Building Inspection Department as part of the building permit application.
6. Additional landscaping is required along the south elevation of the building. Additional plantings shall be installed along the south building elevation and comprised of vertical, quick-growing evergreen, deciduous and/or ornamental trees.
7. The Applicant is required to submit a roof plan showing the location of any/all RTU's and the proposed screening to be used to shield the view of the RTU's. Said plan shall be submitted to the Plan Commission for review and approval prior to issuance of an occupancy permit.

VILLAGE PLANNER RECOMMENDATION (cont):

Site Development & Building Plans

8. The following items shall be provided as required by the Village Fire Department:
 - a. *Approved and operational water supply is required prior to occupancy with fire hydrants located at intervals at approximately 400' apart;*
 - b. *A paved sidewalk around the entire building is required for GFD access connecting to a hard surface on the east side.*
 - c. *Fire standpipes are required to be installed at all exit doors in the manufacturing and warehouse areas of the building.*
 - d. *A Knox Box shall be installed at a location to be determined by GFD.*
 - e. *Fire sprinkler and alarms are required by IBC based on occupancy class.*
9. Minimal details regarding the size, location and materials for the dumpster enclosure has been provided. Dumpster enclosures shall be designed to meet the Village's dumpster enclosure guidelines. A revised or supplemental site plan showing details for the dumpster enclosure shall be submitted to the Village Planner for review and approval prior to issuance of a building permit.



Engineering Department Memorandum

To : Larry Ratayczak, Public Works Director

From : Eric Nitschke, Village Engineer

Date : March 29, 2018

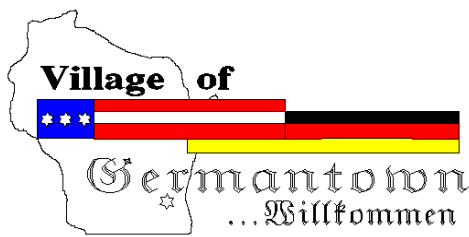
Re : Development Review for Ellaretee

Larry,

Included you will find draft review comments pertaining to the Ellaretee Development on Holy Hill Road. The comments are in addition to staff's review comments.

1. Sanitary comments
 - a. Need sanitary details to be shown on the plans.
2. Water comments
 - a. Please see the comments on the attached PDF.
3. Engineering comments
 - a. It does not appear that any of the plans are to scale. Please provide scaled plans for review.
 - b. The storm water detention pond's outlet structure discharges almost directly over the electric, gas, and telephone utilities. The outlet should be relocated to discharge a minimum of 20 feet from utilities.
 - c. Ray Esser Way design requirements include:
 - i. a designated left turn lane onto Holy Hill Road
 - ii. the appropriate turning radius for truck traffic turning west onto Holy Hill Road
 - iii. 30-inch vertical face curb
 - iv. 10-inches of 1-1/4" inch dense graded crushed aggregate for the base
 - v. 3-inches of 3MT 58-28H asphaltic cement for the binder
 - vi. Two (2) lifts of 2-inches of 4MT 58-28H for the surface
 - vii. Storm sewer inlets at station 10+50 to prevent runoff from entering Holy Hill Road.
 - viii. Catch basins are not required to have sumps.
 - d. 6-inches of topsoil is to be used for all areas around the pond that are not below the permanent pool elevation.

- e. Propex Landloc 300 is to be specified 20-feet from toe of pond emergency spillway's backslope.
- f. Show designs for rip-rap at discharge points. The proposed designs will have erosion problems due to width and length rip-rap pad.
- g. The landscape plan calls for some trees to be planted on or immediately adjacent to storm sewer. Please adjust accordingly.
- h. Overland flow paths for the 100-year event are to be shown on the plans.
- i. Ditch sizing calcs are to be provided for the overland flow route on the west side of the building.
- j. What storm event are the storm sewers and storm sewer inlets sized for?
- k. CB 1.0 and CB 8.0 have a high probability of being surcharged in larger storm events. What is the hydraulic grade line elevation for the 10, 25, and 100-year events?
- l. How does the building's roof drain? The architectural drawings do not show scuppers. Is the building internally or externally drained?
- m. Please address concerns regarding snow storage locations, as they may impact drainage, landscaping, and parking. Snow storage locations are to be called out on the plans.
- n. The parking lot configuration has problems with internal movements. It is highly recommended that the lot be reconfigured to allow for an exclusive drive aisle, rather than having four drive aisles converge just off the cul-de-sac.
- o. The proposed parking lot will be very difficult to accurately construct with mostly spot elevations at curbs and inlets. The inverted crown will also create maintenance issues in the future. It is highly recommended that the lot be redesigned to improve drainage, as well as improve the ability for it to be accurately constructed.
- p. The parking stalls on the far north and south end of the lot will be in the way of truck turning movements. It appears three stalls on each end of the lot, for a total of six stalls, should be removed to accommodate truck traffic.
- q. Sidewalk that is back of curb is to be a minimum 6 feet in width. Currently it is shown as having 5-foot widths on the plans.
- r. Pavement design for the parking areas is to be provided for review.
- s. A detailed erosion control/sequencing plan is required.
- t. A stormwater maintenance agreement is required.
- u. It is recommended that doors into the locker rooms, off the shop break room, be eliminated to improve privacy.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner

CC:

From: Bob Beilfuss, PLS, Village Surveyor

Date: March 18, 2019

Re: Ellaretee CSM

Jeff,

Here are my review comments for the CSM received 3-12-2019.

Certified Survey Map

Applicant or Owner: Ellaretee LLC

Land Surveyor/Firm: Peter Nielson, PLS, Lynch & Associates.

1. Remove 1' contours and any topographic mapping data from Sheet 1. Not required.
2. Minimum text size is a 12-point font. The use of anything smaller and the Washington County Register of Deeds will not record the document. Upgrade all the small text on the map sheets.
3. Public utility easements locations are based on the as-built or record drawing locations of the pipe after construction has been completed. Show the utility easements as "Proposed" locations on the CSM.

Also, the easement metes and bounds descriptions shown on sheet 3 of 4 are not needed at this time. See Number 4 below.

4. A separate easement document and exhibit will be used after the utility has been installed. The Village can provide a template easement document in a Word format with the terms and conditions of the easement for your use. All easements are approved by the Engineering Department, the Village Attorney and both the Public Works and Highway Committee and Village Board. The Village will have the easement recorded after the Village Board has approved the easement. Recording fees will be invoiced to the Owner
5. USPLSS monuments are brass caps in concrete, not cast iron. Please revise all descriptions to monument types.
6. Lines L6 and L7 need to be a minimum of 100' in length. Village road design standards require 100' minimum tangent length between curves.
7. Graphically show and dimension building setback lines on both lots.

8. The east line of proposed Lot 2 (west line of Goldendale Road) is access restricted per CSM 5959. Indicate by (xxxxxxx) along that line and a note of the restriction.
9. A notary signature block is required for all signatures including the Owner's Certificate and Village approval certificates. Please add two (2) to the document.
10. All signatures need to have printed names and written signatures for the certificates otherwise the Register of Deeds will not record the document.
11. The name, address, telephone number of the professional land surveyor preparing the document is required and needs to be retired.
12. The use of proper names for street names is not allowed. "Ray Esser Way" needs to be replaced with something approved by the Village Planner and/or Planning Commission.
13. Please indicate the point of beginning.

No further review comments.

Document Approval and Recording

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

This includes the CADD file.

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

Document Submittals and Data Conversion

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

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2018 on compact disk (CD) or via email to the Village Surveyor.

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

The model space of the drawing will be done in Wisconsin State Plane Coordinate System, South Zone (NAD 1927 datum) and the Grid Bearing basis.

March 18, 2018

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



Village of



Germantown

...Willkommen

Fee must accompany application

☐ \$1460 Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

KELLER, INC
BRAD EGAN
W204 N11509 GOLDENDALE
GERMANTOWN, WI 53022
Phone (414) 640-5885
Fax (262) 250 9740
E-Mail brad@kellerbuilds.com

PROPERTY OWNER

ELLARETER, LLC
MICHAEL ESSER SR & JR
W141 N9250 FOUNTAIN BLVD
MENDOTA FALLS, WI 53051
Phone (262) 255 2600

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

DIELECTRIC CORPORATION
WI

3 PROPERTY ADDRESS

NW CORNER OF Hay Hill & GOLDENDALE

TAX KEY NUMBER

92074

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary

LIGHT MANUFACTURING FACILITY FOR CONTRACT

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code

ACCESSORY STRUCTURES OVER 45' IN HEIGHT REQUIRE A CONDITIONAL USE PERMIT
DUST COLLECTION SILD FOR MANUFACTURING IS 60' IN HEIGHT

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

SEE ATTACHED PROPOSED CSM

SUPPORTING DOCUMENTATION:

7

- ☐ Site plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere

☐

☐

READ AND INITIAL THE FOLLOWING:

8

AE

I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

AE

I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

AE

I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9

AE
Applicant

3/8/19

Date

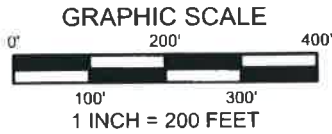
Michael G. Smith
Owner

3-8-19

Date

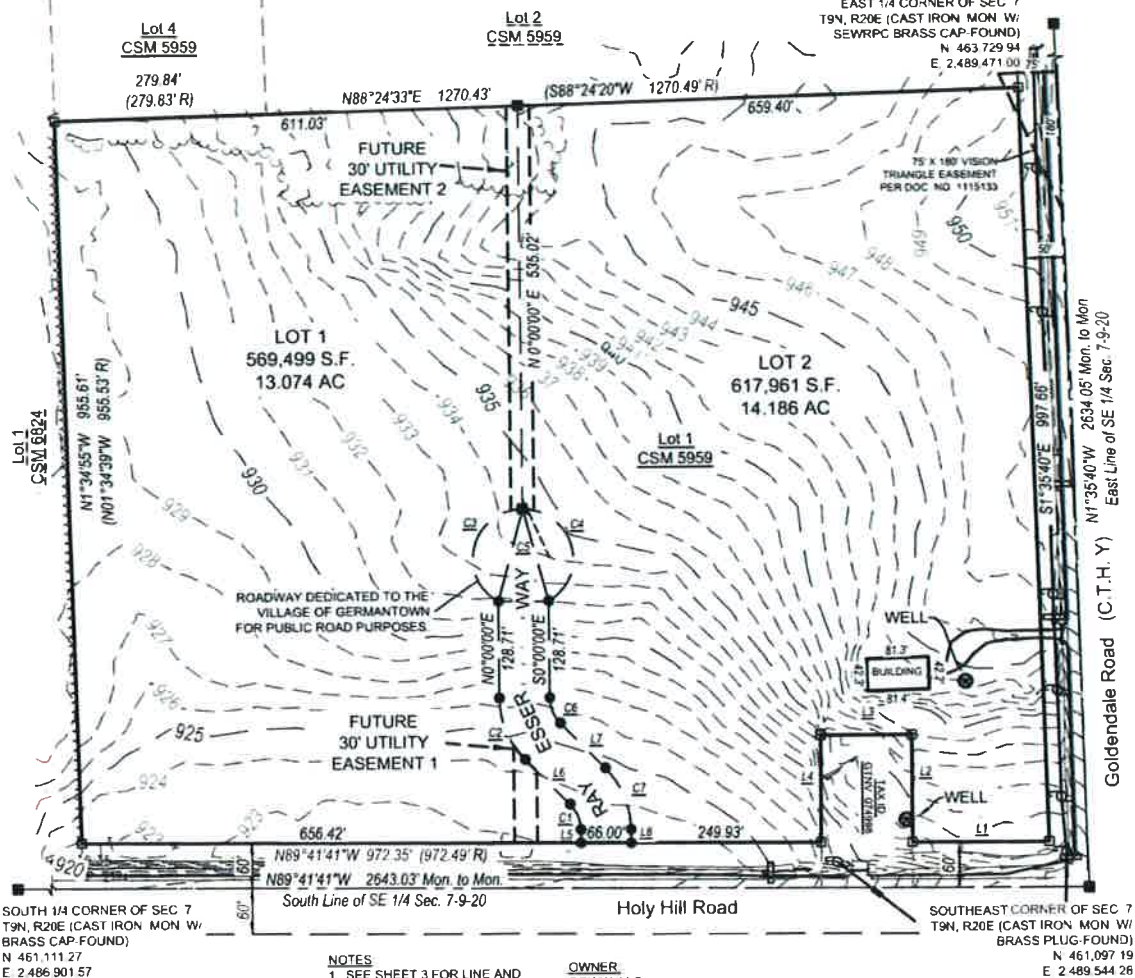
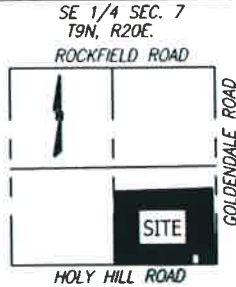
CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM - SOUTH ZONE (NAD '27). THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7-9-20 IS ASSUMED TO BEAR N 1°35'40" W.

VICINITY MAP



NOTES
1. SEE SHEET 3 FOR LINE AND CURVE TABLES
2. SEE SHEET 2 FOR UTILITY EASEMENT DETAILS

OWNER:
GGWW, LLC
N119W1771 COVE LN
GERMANTOWN, WI 53022

LEGEND

- CONCRETE MONUMENT WITH BRASS CAP - FOUND
- LIGHT POLE
- SIGN
- OHW— OVERHEAD WIRE
- 3/4" IRON ROD- FOUND
- 5/8" IRON ROD 1.04 LBS./LF - SET
- 1" IRON ROD 2.67 LBS./LF. - SET
- (XXXX R) RECORDED AS DATA
- ⊙ POWER POLE



7 MARCH 19

Peter J. Nielson
DATE 2/24/2019
SHEET 1 OF 4



Village of



Germantown

Willkommen

Fee must accompany application

- \$2,900 with public improvements
- \$1,960 no public improvements

Paid _____ Date _____

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1

APPLICANT OR AGENT

KELLER, INC
BRAD FOAK
W 204 N 11509 GOLDEN DAWN RD
GERMANTOWN, WI 53022
Phone (414) 640 5885
Fax (262) 250 9740
E-Mail began@kellerbuilds.com

PROPERTY OWNER

ELIARTEE, LLC
MICHAEL ESSER SR & JR
W 141 N 9250 FOUNTAIN BLVD
MENOMONEE FALLS, WI 53051
Phone (262) 225 2600

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

NW CORNER OF Hay Hill & GOLDEN DAWN 92074

3

PURPOSE OF LAND SPLIT

TO CREATE LOT FOR NEW MANUFACTURING FACILITY

Will the land split require rezoning?

YES

From

A

To

M-1

4

READ AND INITIAL THE FOLLOWING:

BF

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

BF

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

BF

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

BF

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

5

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Brad Foak
Applicant

3/8/19
Date

Michael Esser Jr.
Owner

3-8-19
Date



Village of

Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

- ☐ \$200 Plan Commission Consultation
- ☒ \$1,085 Rezoning
- ☐ \$1,240 PDD < 5 acres
- ☐ \$2,095 PDD 5-20 acre site
- ☐ \$3,460 PDD > 20 acre site

Date Paid: _____ Received by: _____

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1 APPLICANT OR AGENT

KELLER, INC
BRAD EGAL
W1204 N11509 GOLDENDALE
GERMANTOWN, WI 53022
Phone (414) 640 5885
Fax (262) 250 9740
E-Mail brad@kellerbuilds.com

PROPERTY OWNER

ELLARETERE, LLC
MICHAEL ESSER SR & JR
W141 N9250 FOUNTAIN BLVD
MEMONONGEE TOWNSHIP, WI 53051
Phone (262) 255 2600

2 PROPERTY ADDRESS OR GENERAL LOCATION

NW CORNER OF Hwy 11 & GOLDENDALE

TAX KEY NUMBER

92074

3 REZONING REQUEST

FROM

A

TO

M-1

4 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

SEE ATTACHED PROPOSED CSM

PURPOSE OF REZONING REQUEST

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

REZONE TO DEVELOP THE PROPERTY AS PER TID #8
100 NEW EMPLOYEES SPLIT 8/20 OVER 2 SHIFTS

6 SUPPORTING DOCUMENTATION:

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

7 READ AND INITIAL THE FOLLOWING:

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

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

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

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

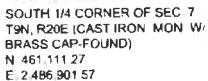
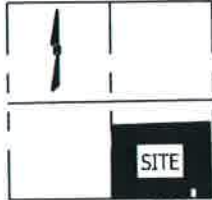
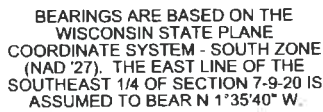
BLN
Applicant

3/8/19
Date

Michael C. Smith Jr.
Owner

3-8-19
Date

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



1. SEE SHEET 3 FOR LINE AND CURVE TABLES.
2. SEE SHEET 2 FOR UTILITY EASEMENT DETAILS.

OWNER:
GGWW, LLC
N119W1771 COVE LN
GERMANTOWN W 53022

- CONCRETE MONUMENT WITH BRASS
CAP - FOUND
- LIGHT POLE
- SIGN
- OVERHEAD WIRE
- 3/4" IRON ROD- FOUND
- 5/8" IRON ROD 1.04 LBS./LF - SET
- 1" IRON ROD 2.67 LBS./LF. - SET
- R) RECORDED AS DATA
- POWER POLE



DATE 2/24/2019
SHEET 1 OF 4

**Fee must accompany application**

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

PAID _____ DATE _____

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1**APPLICANT OR AGENT**

KELLER, INC
BRAD EGAN
W204 N11509 GOLDENDALE
GERMANTOWN, WI 53022

Phone (414) 640 5885
E-Mail bragan@kellerbuilds.com

PROPERTY OWNER

ELLARTER, LLC
MICHAEL ESSER SR & JR
W141 N9250 FOUNTAIN BLVD
MEPOMONEE FALLS, WI 53051

Phone (262) 225 2600
E-Mail michael.esser@dielectriccorp.com

2**PROPERTY ADDRESS**

NW CORNER OF HOLY HILL & GOLDENDALE RD
GERMANTOWN, WI

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

North	South	East	West
<u>AGRICULTURAL</u>	<u>AGRICULTURAL</u>	<u>AGRICULTURAL</u>	<u>M-1</u>

4**READ AND INITIAL THE FOLLOWING:**

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

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

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

5**SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!**

Br Egan | 3/8/19
Applicant | Date

Michael Esser Jr. | 3-8-19
Owner | Date

SITE PLAN REVIEW CHECKLIST

Pursuant to Section 17.43 of the Municipal Code

This checklist provides a summary of requirements found in the Municipal Code. It is intended purely as a guide for developers and should not substitute for a full review of the Code and applicable regulations. (Revised 1/02)

GENERAL INFORMATION

- ☐ Provide Completed Checklist with submittal
- ☒ Names and addresses of owner/developer/designer
- ☒ Graphic scale, north arrow
- ☒ Location sketch
- ☒ Size of site (gross and net acreage)
- ☒ Existing zoning
- ☒ Adjacent zoning and uses
- ☐ Number of residents (subdivisions)
- ☒ Number of employees

EXISTING SITE INFORMATION

- ☒ Dimensions of site and lot lines (pipes found, pipes set, monuments)
- ☒ Existing grades (2' contours minimum)
- ☒ Adjacent property grades (within 10' minimum of property lines)
- ☒ Adjacent structures (within 20' minimum of property lines)
- ☒ Drainage systems and structures
- ☒ Natural features (woods, streams, lakes, ponds, outcroppings)
- ☒ Wetland boundaries (provide date of staking)
- ☒ Floodplain elevation and boundaries
- ☒ Environmental concerns (underground tanks, etc)
- ☒ Roads, curbs, parking lots, pavement areas
- ☒ Structures (location, size)
- ☒ Rights-of-Way (existing/ultimate)
- ☒ Easements (drainage, utility)
- ☒ Existing utilities (sanitary, water, electric, gas, telephone)
- ☒ Benchmark locations and elevations
- ☒ Location of fences, wells, borings, etc

ARCHITECTURAL PLANS

- ☐ Existing building location
- ☐ Existing building elevations/materials
- ☒ Proposed use (use list from Section 17.45)
- ☒ Statement of design intent (narrative)
- ☒ Proposed floor plans (dimension)
- ☒ Square footage (total and individual rooms/stores)
- ☒ Proposed elevations (dimension)
- ☒ Proposed building height

- ☒ Proposed materials and colors (material sample board required for new construction)
- ☒ Proposed signage (elevations, color, square footage, height, construction material, lighting)
- ☒ Details of any special features

PROPOSED SITE PLAN

- ☒ Grading and spot elevations
- ☒ Erosion control measures (silt fencing, hay bales, rip-rap, tracking mat, stockpile locations)
- ☒ Stormwater management
 - stormwater management design report
 - general drainage pattern
 - swales w/ arrows for direction of flow
 - pond design with outfalls
 - culverts (location/size)
- ☒ Utilities (size, invert elevations, length, slope, etc.)
 - sanitary
 - water
 - stormsewer
- ☒ Building location (dimension)
- ☒ Building elevation (finished grade)
- ☒ Location of proposed signage
- ☒ Details of outside storage (including trash receptacles)
- ☒ Setbacks (clearly marked and dimensioned)
- ☒ Vehicular entrances (dimension to centerline of nearest intersection)
- ☒ Streets (dimension and direction for one-ways)
- ☒ Curve radii
- ☒ Sidewalks (dimension)
- ☒ Parking areas (show striping/spot elevations)
- ☒ Parking setback from property line
- ☒ Loading areas (dimension)
- ☒ Lot coverage
 - Square footage total
 - Impervious surfaces total (%)
 - Green space total (%)
 - Percent permitted (over/under %)
- ☒ Municipal utility connections
 - Sanitary sewer (pipe size/elevations)
 - Water (size, valve location, elevations)
- ☒ Location of hydrants
- ☒ Easement for public water mains

LIGHTING PLAN

- ✓ Major improvements for context
- ✓ Location/nature of existing fixtures
- ✓ Location of proposed fixtures
- ✓ Photometric report (to scale on plan)
- ✓ Manufacturers cut-sheets of all fixtures
- ✓ Lighting schedule
 - key to plan
 - number/type of fixtures
 - output (wattage)
- ✓ Installation details as appropriate

LANDSCAPING PLAN

- ✓ Major improvements for context (building, drives, walks)
- ✓ Proposed outdoor amenities (benches, paths, etc.)
- ✓ Existing vegetation
 - Species
 - Size
 - Approximate canopy in plan
- ✓ Vegetation to be destroyed
 - List and show location
- ✓ Proposed method of saving existing vegetation during construction
- ✓ Proposed landscape features (berms, fountains)
- ✓ Existing/proposed lighting
- ✓ Irrigation/watering systems (locate outlets)
- ✓ Plant lists or schedules
 - Keyed to plan
 - Number of each species
 - Size when planted (caliper)
- ✓ Installation details/staking

MODEL SUBMITTAL INCLUDES THE FOLLOWING PLANS:

1. Cover / Title Page
2. Existing Conditions Survey
3. General Site Plan
4. Grading, Paving & Erosion Control Plan
5. Utility Plan
6. Site Details (curbing, catch basins, detention ponds, pavement, erosion control and sign details)
7. Landscape Plan
8. Landscape details (planting schedule, berming cross-sections, method of installation)
9. Lighting Plan
10. Floor Plan
11. Exterior Building Elevations
12. Building Material Sample Board

In addition to the items on this list, Village Staff and/or the Plan Commission may require additional drawings and data to be submitted for approval.

If any public improvements or work is to be done in the Public Right-of-Way, the Village will require that a Developer's Agreement be submitted and approved by the Village Board.



Fee must accompany application
_ \$2,900 with public improvements
_ \$1,960 no public improvements

Paid _____ Date _____

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT
KELLER, INC
BROAD EIGHT
4204 N 11509 GARDENDALE
GERMANTOWN, WI
Phone (414) 640 5885
Fax (262) 250 9740
E-Mail began@kellerbuilds.com

PROPERTY OWNER
GGW
1119 WITTEN COVE LN
GERMANTOWN, WI
Phone () _____

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2 NW CORNER OF Ray Hill & GARDENDALE 92074

3 PURPOSE OF LAND SPLIT

<u>TO CREATE LOT FOR NEW MANUFACTURING FACILITY</u>	Will the land split require rezoning?	
	From <u>A</u>	To <u>M-1</u>

4 READ AND INITIAL THE FOLLOWING:

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

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

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

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

5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

BCR _____
Applicant Date 3/8/19

Owner Date 3/8/19

**Fee must accompany application**

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

PAID _____ DATE _____

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

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

1 APPLICANT OR AGENT <u>KELLER, INC</u> <u>BRAD EGAN</u> <u>W204 N11509 GOLDENDALE</u> <u>GERMANTOWN, WI 53022</u> Phone (+ (414) 640-5885) E-Mail <u>brad@kellerbuilds.com</u>	PROPERTY OWNER <u>GGWN, LLC</u> <u>N119 W17711 COVE LN</u> <u>GERMANTOWN, WI</u> Phone () E-Mail _____
---	---

2 **PROPERTY ADDRESS**

NW CORNER OF Hwy 11 & GOLDENDALE ROAD
GERMANTOWN, WI

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

North <u>AGRICULTURAL</u>	South <u>AGRICULTURAL</u>	East <u>AGRICULTURAL</u>	West <u>M-1</u>
------------------------------	------------------------------	-----------------------------	--------------------

4 **READ AND INITIAL THE FOLLOWING:**

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

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

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

5 **SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!**

<u></u> Applicant	<u></u> Owner
<u>3/8/19</u> Date	<u>3/8/19</u> Date



Village of



Germantown

...Willkommen

Fee must accompany application

☒ \$1460 Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

KELLER, INC

BRAD EGAN

W204 N11509 GOLDENPARK

GERMANTOWN, WI 53022

Phone (414) 640 5885

Fax (262) 250 9740

E-Mail bragan@kellerbuilds.com

PROPERTY OWNER

66 W/W, LLC

N119 W17711 COVE LN

GERMANTOWN, WI

Phone ()

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

--

3 PROPERTY ADDRESS

TAX KEY NUMBER

--	--

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

--

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary

SUPPORTING DOCUMENTATION:

7

- ☐ Site plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere
- ☐ _____
- ☐ _____

READ AND INITIAL THE FOLLOWING:

8

- _____ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.
- _____ I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- _____ I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9

BCP
Applicant

3/8/19
Date

Art Stultman
Owner

3/8/19
Date

**FEES MUST BE PAID AT TIME OF APPLICATION**

- ☐ \$200 Plan Commission Consultation
- ☐ \$1,085 Rezoning
- ☐ \$1,240 PDD < 5 acres
- ☐ \$2,095 PDD 5-20 acre site
- ☐ \$3,460 PDD > 20 acre site

Date Paid: _____ Received by: _____

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1 APPLICANT OR AGENT

KELLER, INC
BRAD EGAN
14204 HILSON GOLDENDALE
GERMANTOWN, WI 53022
Phone (414) 640 5885
Fax (262) 250 9740
E-Mail brad@kellerbuilds.com

PROPERTY OWNER

GGWV, LLC
1119 W 177th Ave LN
GERMANTOWN, WI
Phone () _____

2 PROPERTY ADDRESS OR GENERAL LOCATIONNW CORNER OF Hay Hill & GOLDENDALE**TAX KEY NUMBER**92074**3 REZONING REQUEST**

FROM

A

TO

M-1**4 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY - REQUIRED**

Attach pages as necessary

SEE ATTACHED PROPOSED CSM

PURPOSE OF REZONING REQUEST

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

6 SUPPORTING DOCUMENTATION:

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

7 READ AND INITIAL THE FOLLOWING:

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

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

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

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

BCE
Applicant

3/8/19
Date

Art Hutterer
Owner

3/8/19
Date

SHEET INDEX

- C1.0
- SITE PLAN
- A1.0
- FLOOR PLAN
- A2.0
- ELEVATIONS

PROJECT INFORMATION

APPLICABLE BUILDING CODE

2015 INTERNATIONAL BUILDING CODE (WITH WISCONSIN AMENDMENTS)
ASHRE STANDARD 90.1-2013

BUILDING CONTENT

BUILDING & FIRE AREA SQUARE FOOTAGES

FLOOR AREAS	EXISTING	NEW	SUB-TOTAL
SECOND FLOOR	----- S.F.	----- S.F.	----- S.F.
FIRST FLOOR	----- S.F.	100,000 S.F.	100,000 S.F.
CANOPIES (COLUMN SUPPORTED)	----- S.F.	----- S.F.	----- S.F.
BASEMENT	----- S.F.	----- S.F.	----- S.F.
BUILDING AREA SUB-TOTALS	----- S.F.	100,000 S.F.	100,000 S.F.
MEZZANINES	----- S.F.	2,999 S.F.	2,999 S.F.
FIRE AREA TOTALS	----- S.F.	102,999 S.F.	102,999 S.F.

HIGH PILE STORAGE NO
FIRE ALARM SYSTEM YES/NO

OCCUPANCY

B, F1, S1
NON SEPARATED

CONSTRUCTION CLASSIFICATION

TYPE 2B CONSTRUCTION
SPRINKLED YES
FIREWALL NO

ALLOWABLE AREA

TABULAR FLOOR AREA: 15,500 S.F.
FRONTAGE INCREASE: 11,625 S.F.
SPRINKLER INCREASE: 46,500 S.F.
TOTAL ALLOWABLE AREA: 73,625 S.F.
ALLOWABLE FIRE AREA: UNLIMITED

BUILDING/SITE CONTENT

BUILDING SIZE 100,000 S.F. 17.6%
HARD SURFACE 101,469 S.F. 17.8%
GREEN SPACE 367,992 S.F. 64.6%
PARCEL SIZE (APPROX.) 569,461 S.F. 13.07 ACRES
PARKING PROVIDED 148 STALLS (1 STALL/675.7 S.F.)

ZONING INFORMATION

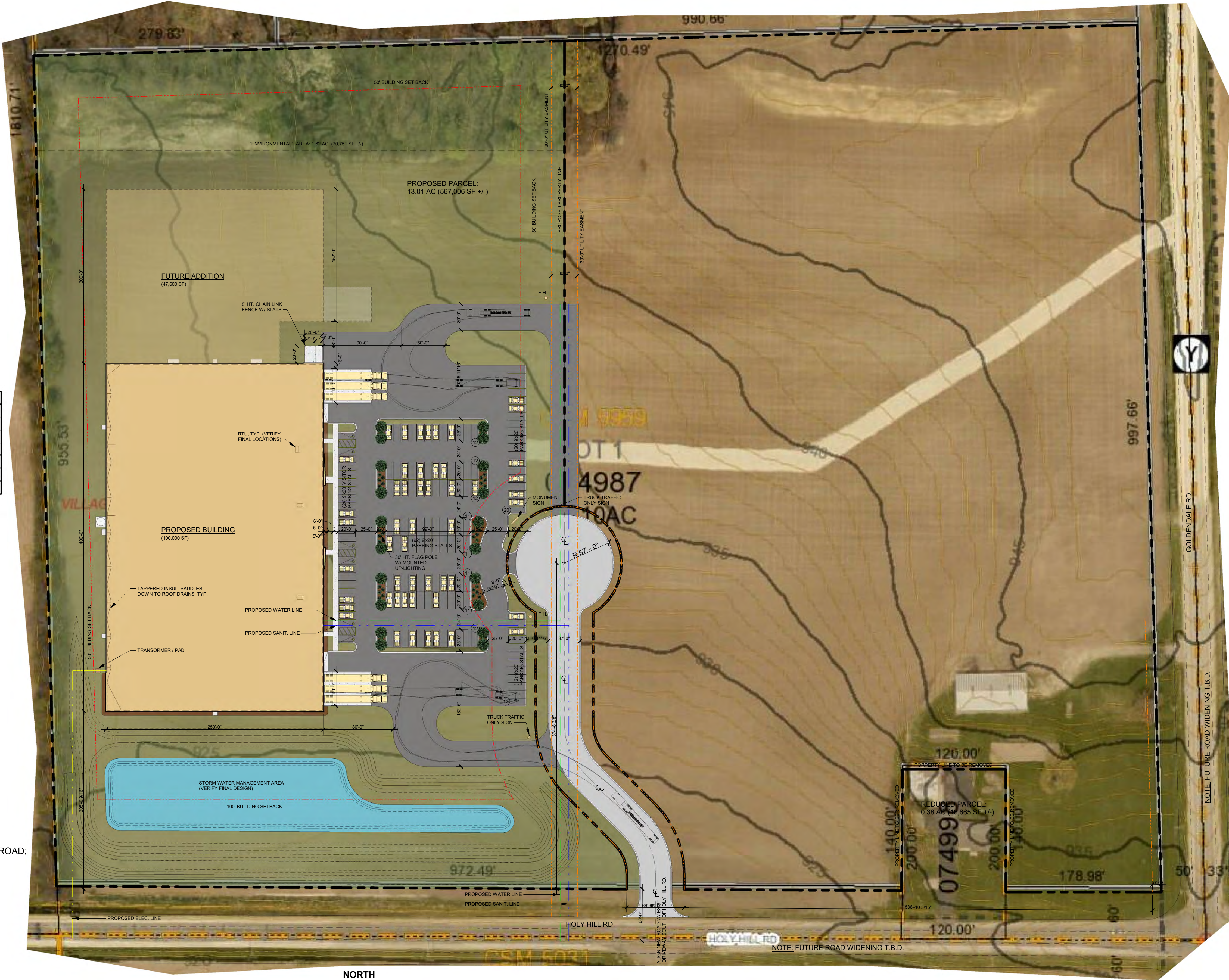
ZONING: M-1 (W/ TIF#8 OVERLAY)
FRONT YARD SETBACK: 100'-0" FROM HOLY HILL ROAD & GOLDENDALE ROAD;
50'-0" FROM ALL INTERLAN ROADS
SIDE YARD SETBACK: 50'-0"
REAR YARD SETBACK: 50'-0"
PARKING AREAS: 50'-0" FROM HOLY ROAD & GOLDENDALE ROAD;
10'-0" FROM ALL INTERNAL ROADS

PROPOSED FOR:

ELLARETEE, LLC

GERMANTOWN,

WISCONSIN



CONCEPTUAL SITE PLAN

1" = 60'-0"



NOTE: THIS SHEET PROVIDED FOR GENERAL SITE INFORMATION ONLY. SEE CURRENT CIVIL ENGINEERING, LANDSCAPING AND SITE LIGHTING PLANS FOR MORE DETAILED INFORMATION.

THE LOT DIMENSIONS AND BEARINGS SHOWN ON THIS PLAN ARE INTERPRETED VALUES. FOLLOW UP INVESTIGATION WITH STATE AND LOCAL AUTHORITIES AND/OR WITH CERTIFIED SURVEY MAP DATA WHEN AVAILABLE IS REQUIRED.



Keller

PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES
N216 State Road 55
P.O. Box 620
Kaukauna, WI 54130
PHONE (920) 766-5795 /
1-800-236-2534
FAX (920) 766-5004

MADISON
711 Lake Dr.
Sun Prairie, WI 53590
PHONE (608) 318-2336
FAX (608) 318-2337

MILWAUKEE
W204 N11509
Goldendale Rd
Carmel, WI 53022
PHONE (262) 250-9710
1-800-236-2534
FAX (262) 250-9740

WAUSAU
5605 Lilac Ave
Wausau, WI 54401
PHONE (715) 849-3141
FAX (715) 849-3181

www.kellerbuilds.com

PROPOSED FOR:

ELLARETEE, LLC

GERMANTOWN, WISCONSIN

"COPYRIGHT NOTICE"
This design, drawing and detail is the copyrighted property of KELLER, INC. No part hereof shall be copied, duplicated, distributed, disclosed or made available to anyone without the expressed written consent of KELLER, INC.

REVISIONS

R1 01.28.2019 J.R.S.
R2 03.04.2019 C.D.T.

PROJECT MANAGER:

B. EGAN

DESIGNER:

C. MANSKE

DRAWN BY:

J.R.S.

EXPEDITOR:

SUPERVISOR:

PRELIMINARY NO:

P19011

CONTRACT NO:

DATE:

01.17.2019

SHEET:

C1.0

PRELIMINARY - NOT FOR CONSTRUCTION



ELLARETEE, LLC
GERMANTOWN, WISCONSIN

Keller
Planners | Architects | Builders
Office in the Fox Cities, Madison, Milwaukee and St. Louis
CONCEPT ONLY



www.kellerbuilds.com

PROPOSED FOR:

ELLARETEE, LLC

GERMANTOWN, WISCONSIN

"COPYRIGHT NOTICE"

This design, drawing and detail is the copyrighted property of KELLER, INC. No part hereof shall be copied, duplicated, distributed, disclosed or made available to anyone without the expressed written consent of KELLER, INC.

PROJECT MANAGER:
B. EGAN

DESIGNER: C. MANSKE

DRAWN BY: J.R.S.

EXPEDITOR:

SUPERVISOR: _____

PRELIMINARY NO: P19011

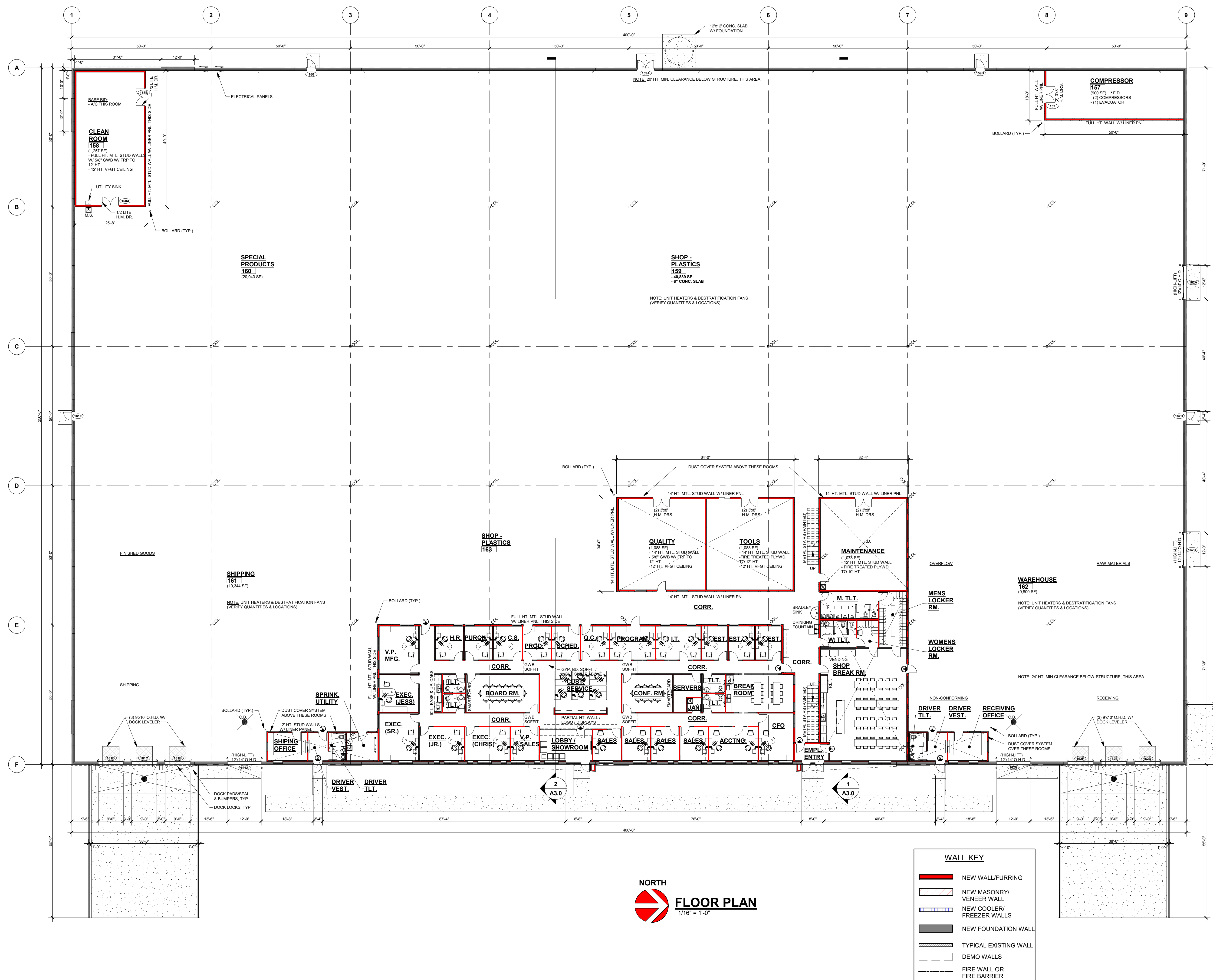
CONTRACT NO: _____

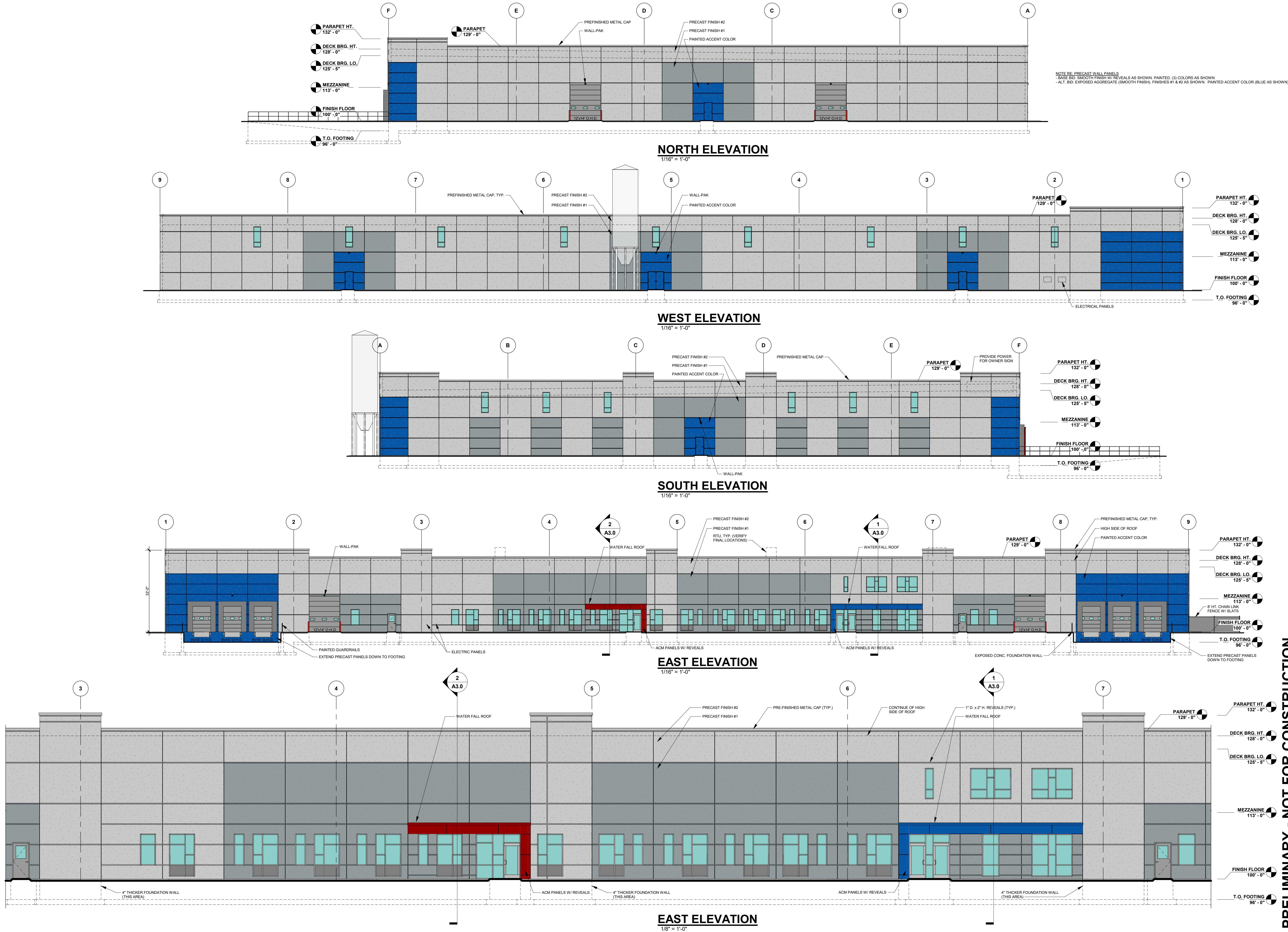
DATE: _____

SHEET: **A10**

A1.0

PRELIMINARY - NOT FOR CONSTRUCTION





Keller

PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES
N216 State Road 55
P.O. Box 620
Kaukauna, WI 54130
PHONE (920) 766-5795 /
1-800-236-2534
FAX (920) 766-5004

MILWAUKEE
W204 N11509
Goldendale Rd
Germantown, WI 53022
PHONE (262) 250-9710
1-800-236-2534
FAX (262) 250-9740

www.kellerbuilds.com

PROPOSED FOR:
ELLARETEE, LLC
WISCONSIN
GERMANTOWN,

"COPYRIGHT NOTICE"
This design, drawing and detail is the
copyrighted property of KELLER, INC.
No part hereof shall be copied, duplicated,
distributed, disclosed or made available to
anyone without the expressed written
consent of KELLER, INC.

REVISIONS

R1 01.28.2019 J.R.S.
R2 03.04.2019 C.D.T.

PROJECT MANAGER:

B. EGAN

DESIGNER:

C. MANSKE

DRAWN BY:

J.R.S.

EXPEDITOR:

SUPERVISOR:

PRELIMINARY NO:

P19011

CONTRACT NO:

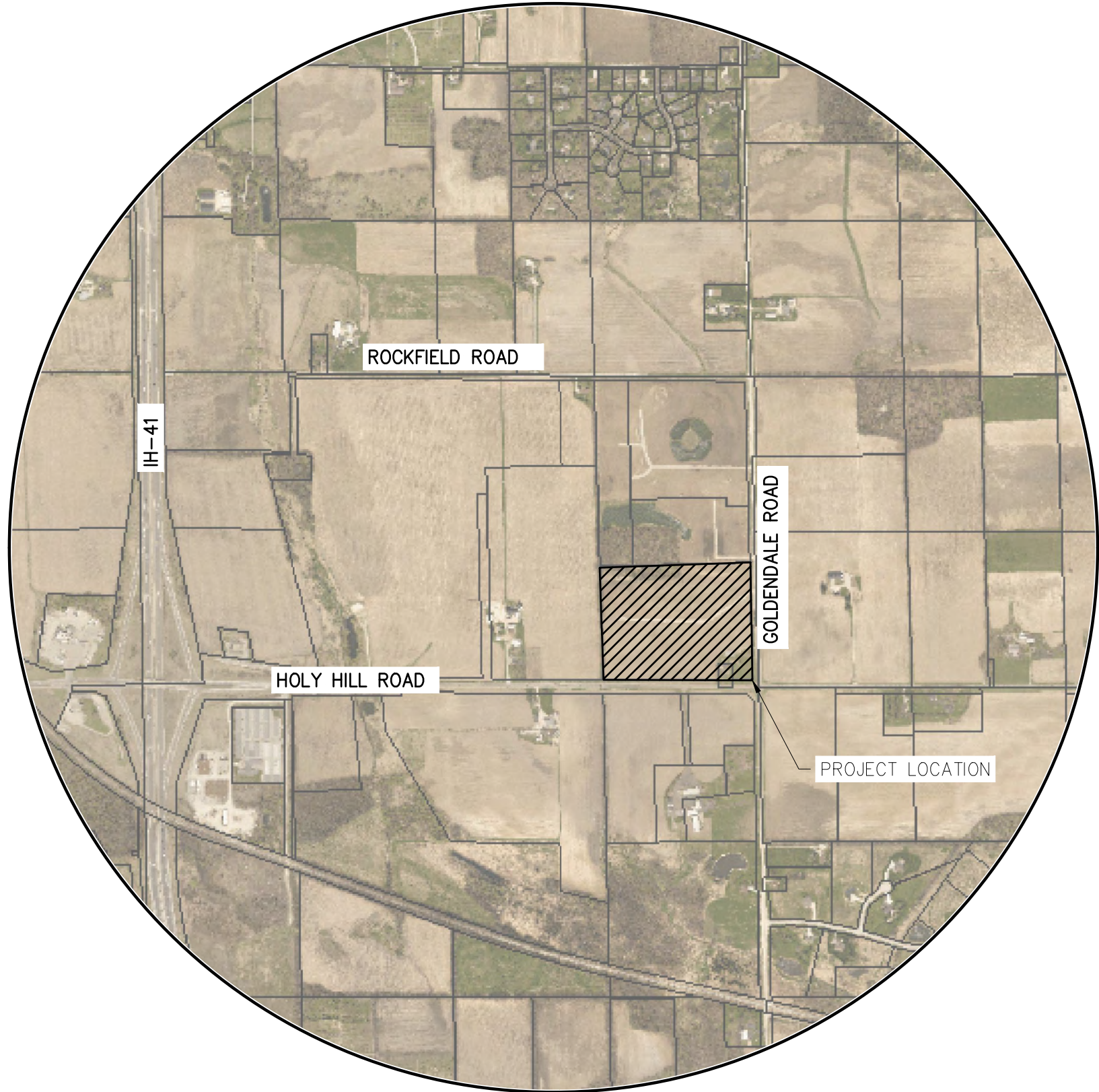
DATE:

01.17.2019

SHEET:

A2.0

PRELIMINARY - NOT FOR CONSTRUCTION



VICINITY MAP

SITE IMPROVEMENT PLANS
FOR
ELLARETEE, LLC
VILLAGE OF GERMANTOWN, WI

SHEET INDEX

C001	TITLE SHEET & VICINITY MAP
C002	GENERAL NOTES
C101	EXISTING SITE CONDITIONS
C102	SITE PLAN
C103	SANITARY SEWER
C104	STORM SEWER
C105	GRADING PLAN
C106	EROSION CONTROL PLAN
C201	WATER MAIN
C202	ROAD PLAN & PROFILE
C401	POND DETAILS
C501 - C503	CONSTRUCTION DETAILS

BENCHMARKS

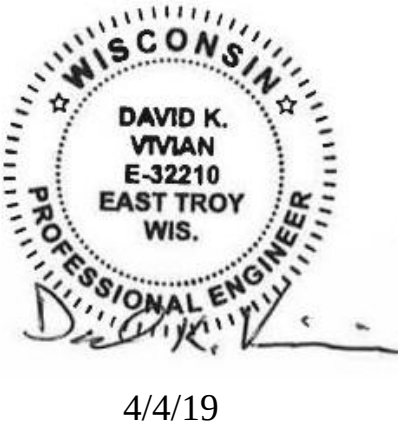
FOUND IRON ROD	EL. 939.30	N: 461298.4090	E: 2489314.3370
----------------	------------	----------------	-----------------

CONTACT INFORMATION

COMPANY NAME	ADDRESS	CONTACT	PHONE	EMAIL
LYNCH & ASSOCIATES	440 MILWAUKEE AVENUE BURLINGTON, WI 53105	TIM LYNCH, P.E.	262.402.5040	tlynch@lynch-engineering.com

REVISIONS

NO.	REVISION	DATE
-	-	00.00.00



4/4/19

SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC
VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC



ISSUED FOR REVIEW

PLAN DATE 04.04.19

PROJECT NO.
18.0034

SHEET NO.

C001

GENERAL NOTES

1.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2.

ALL PIPE LENGTHS ARE MEASURED TO CENTER OF STRUCTURE AND MEASURED HORIZONTALLY. THE CONTRACTOR IS RESPONSIBLE FOR MAKING NECESSARY ADJUSTMENTS FOR SLOPES AND STRUCTURES.
3.

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSERVATION PRACTICE STANDARDS.
4.

WHEN POSSIBLE, THE SILT FENCE SHOULD BE CONSTRUCTED IN AN ARC OR HORSESHOE SHAPE WITH ENDS POINTING UPSLOPE TO MAXIMIZE BOTH STRENGTH AND EFFECTIVENESS.
5.

CONTRACTOR SHALL CHECK ALL EROSION CONTROL MEASURES EVERY SEVEN DAYS OR WITHIN 24 HOURS AFTER EACH 0.5 INCH RAINFALL AND PROVIDE ANY MAINTENANCE REQUIRED FOR CONFORMANCE WITH THIS PLAN. CONTRACTOR SHALL MAINTAIN LOG OF INSPECTIONS WHICH SHALL BE KEPT ON-SITE.
6.

A MINIMUM OF 4 INCHES OF TOPSOIL SHALL BE PLACED ON AREAS TO BE VEGETATED.
7.

SEEDING SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
8.

SEEDING SHALL CONFORM TO THE REQUIREMENTS OF SECTION 630 OF WISDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. A NO. 40 MIXTURE SHALL BE APPLIED AT A RATE OF 2 POUNDS PER 1000 S.F.
9.

PLACE MULCH AND TACKIFIER ON THE SEEDED AREAS.
10.

DISTURBED AREAS LEFT INACTIVE FOR SEVEN OR MORE DAYS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH, OR WISDOT-APPROVED POLYMER.
11.

TEMPORARY SEEDING: ANNUAL RYE GRASS AT 25 lbs/ACRE
LATE SEASON TEMPORARY SEEDING (SEPT. 15 TO OCT. 15): WINTER WHEAT AT 2 BUSHELS/ACRE
DORMANT SEEDING (AFTER NOV. 1): 10 MIXTURE AT 4 POUNDS PER 1000 S.F.
10.

POLYMER MUST BE APPLIED TO ALL DISTURBED AREAS IF SEEDING IS NOT COMPLETED BY OCTOBER 15.
11.

IF DEWATERING IS NECESSARY, DIRECT DISCHARGE INTO THE SEDIMENT BASIN. THE MAXIMUM PUMPING RATE INTO THE POND IS 200 GPM. ALTERNATE DEWATERING OPERATIONS MUST BE PERFORMED IN ACCORDANCE WITH WDNr TECHNICAL STANDARD 1061 "DEWATERING".
12.

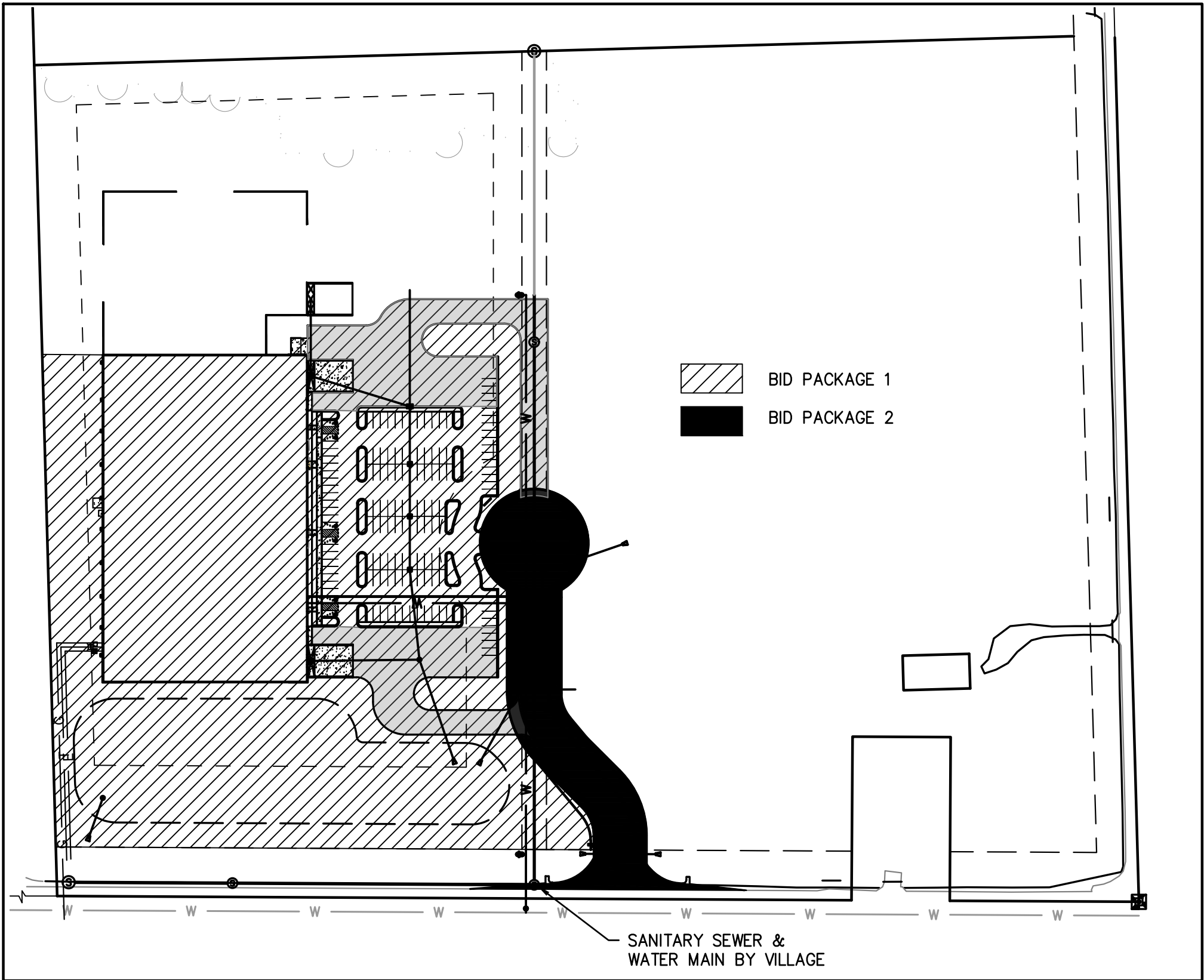
TOPSOIL PILES LEFT IN PLACE FOR LONGER THAN 14 DAYS MUST BE STABILIZED WITH TEMPORARY SEEDING.
13.

EROSION CONTROL MEASURES ARE TO REMAIN IN PLACE UNTIL THE SITE IS STABILIZED.
14.

RECYCLE OR PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS IN A TIMELY MANNER. CONTROL RUNOFF FROM WASTE MATERIALS UNTIL THEY ARE REMOVED OR REUSED.
15.

BY THE END OF EACH WORKDAY, CLEAN UP ALL OFF-SITE SEDIMENT DEPOSITS OR TRACKED SOIL THAT ORIGINATED FROM THE PERMITTED SITE. FLUSHING SHALL NOT BE ALLOWED UNLESS RUNOFF IS TREATED BEFORE DISCHARGE FROM THE SITE.
16.

ROADWAY, STORM SEWER, SANITARY SEWER AND WATER MAIN CONSTRUCTION IS TO CONFORM TO THE REQUIREMENTS OF THE VILLAGE OF GERMANTOWN STANDARD SPECIFICATIONS.



BID PACKAGE EXHIBIT

LEGEND

EXISTING		PROPOSED
	CITY-VILLAGE LIMITS	
	BENCHMARK	
	CHISELED CROSS	
	CONTROL POINT	
	FOUND 5/8" IRON BAR	
	FOUND 1" IRON PIPE	
	MONUMENT - CONCRETE W/ BRASS CAP	
	PK NAIL - FOUND SPIKE	
	RECORD AS	
	SET 5/8"x18" IRON 1.13#/L.F.	
	SET IRON PIPE	
	WITNESS MONUMENT	
	TREE LINE	
	BUSH	
	TREE - CONIFEROUS	
	TREE - DECIDUOUS	
	TREE- GENERAL	
	FLOODPLAIN LINE	
	WETLAND BOUNDARY	
	WETLAND SYMBOL	
	SOIL BORING	
	TEST PIT	
	ROAD CENTER LINE	
	DITCH CENTER LINE	
	FENCE - BARBED WIRE	
	FENCE - CHAIN LINK	
	GUARDRAIL	
	RETAINING WALL	
	BOLLARD	
	DETECTABLE WARNING FIELD	
	HANDICAP SYMBOL	
	FLAG POLE	
	MAILBOX	
	SIGN	
	STORM SEWER	
	MANHOLE - STORM	
	STORM INLET - CURB	
	STORM INLET - BEEHIVE	
	STORM INLET - SQUARE	
	END SECTION	
	SANITARY	
	SANITARY FORCE MAIN	
	MANHOLE - SANITARY	
	CLEAN OUT	
	SEPTIC TANK COVER	
	SEPTIC VENT	
	WATER MAIN	
	MANHOLE - WATER MAIN	
	CURB STOP	
	HYDRANT	
	WATER MAIN VALVE	
	WELL	
	WATER MAIN BACK FLOW PREVENTER	
	GAS LINE	
	MANHOLE - GAS	
	GAS VALVE	
	GAS LINE MARKER	
	ELECTRIC	
	MANHOLE - ELECTRIC	
	ELECTRICAL TRANSFORMER	
	POWER POLE	
	GUY WIRE	
	LIGHT POLE	
	PULL BOX	
	OVERHEAD UTILITY	
	UTILITY PEDESTAL	
	CABLE TELEVISION	
	CABLE TV BOX	
	TELEPHONE	
	TELEPHONE PEDESTAL	
	FIBER OPTIC	
	MANHOLE	
	CONSTRUCTION LIMITS	
	INLET PROTECTION	
	SILT FENCE	

MEMBER

INTERNATIONAL

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE TOLL FREE 800-242-8511

(414-259-1181 MILWAUKEE METRO) (TDD: 800-542-2289)

www.diggershotline.com

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

GENERAL NOTES

NO. REVISIONS BY DATE

ISSUED FOR REVIEW

PLAN DATE 04.04.19

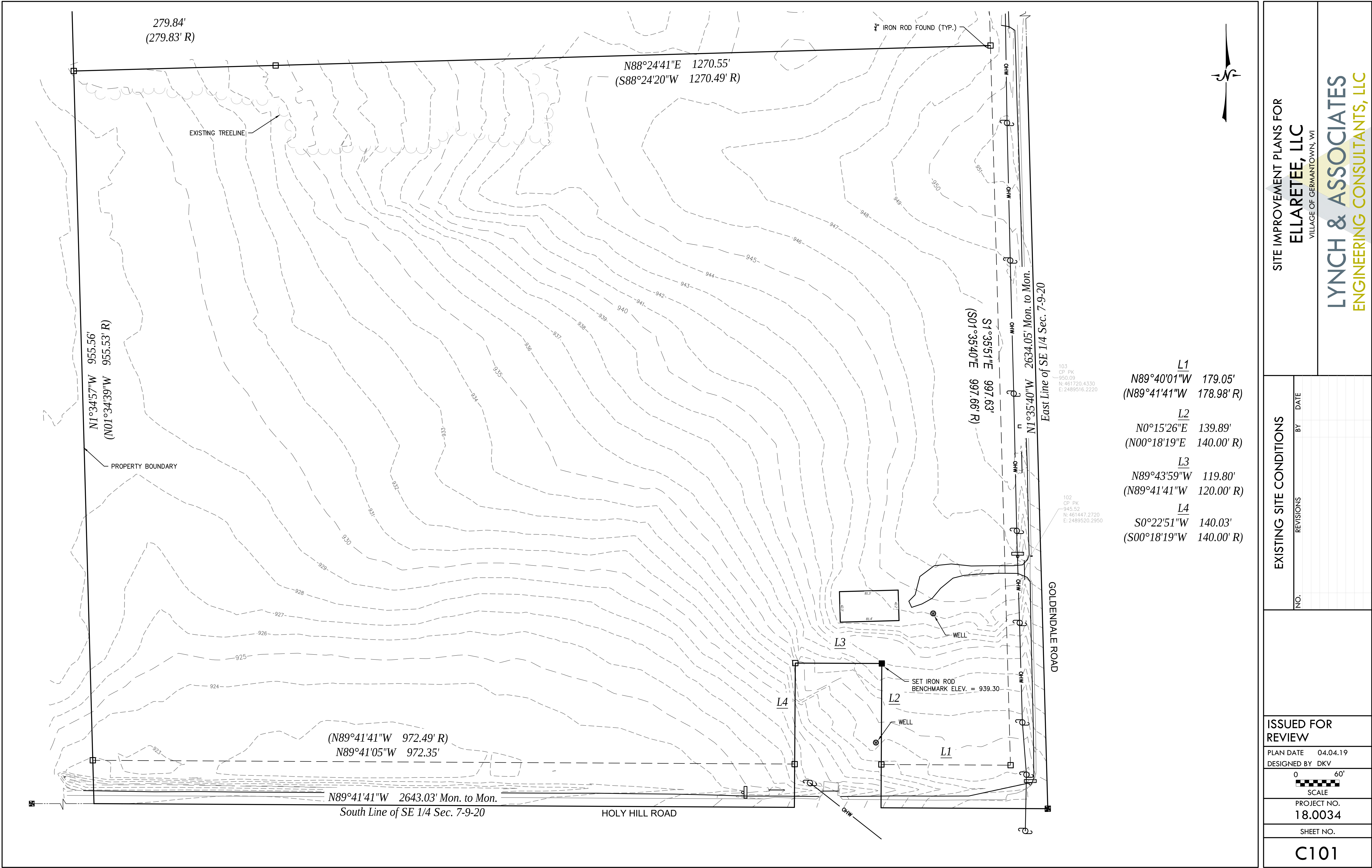
DESIGNED BY DKV

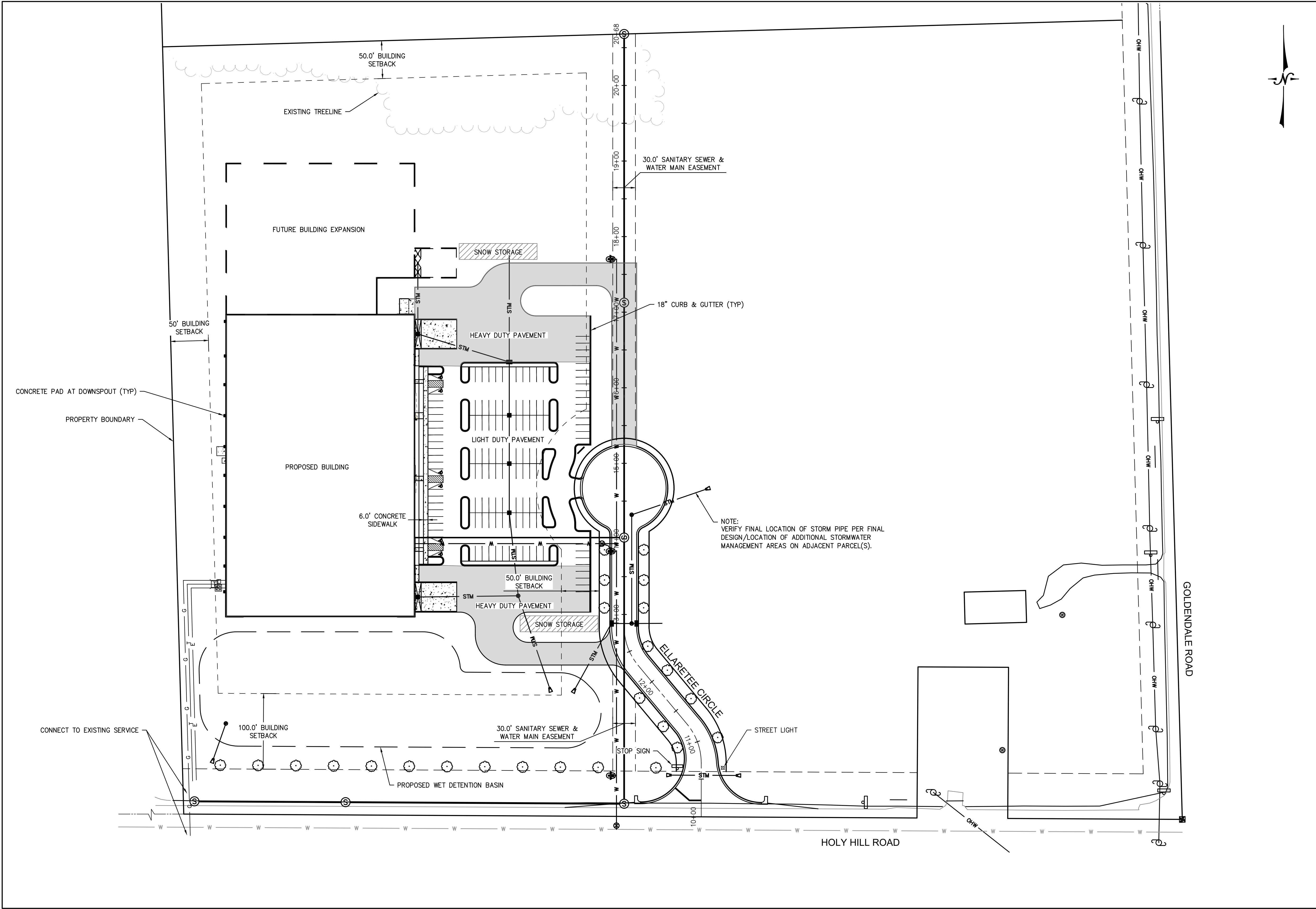
0 N/A
SCALE

PROJECT NO.
18.0034

SHEET NO.

C002





SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

SITE PLAN

NO. REVISIONS BY DATE

ISSUED FOR REVIEW

PLAN DATE 04.04.19

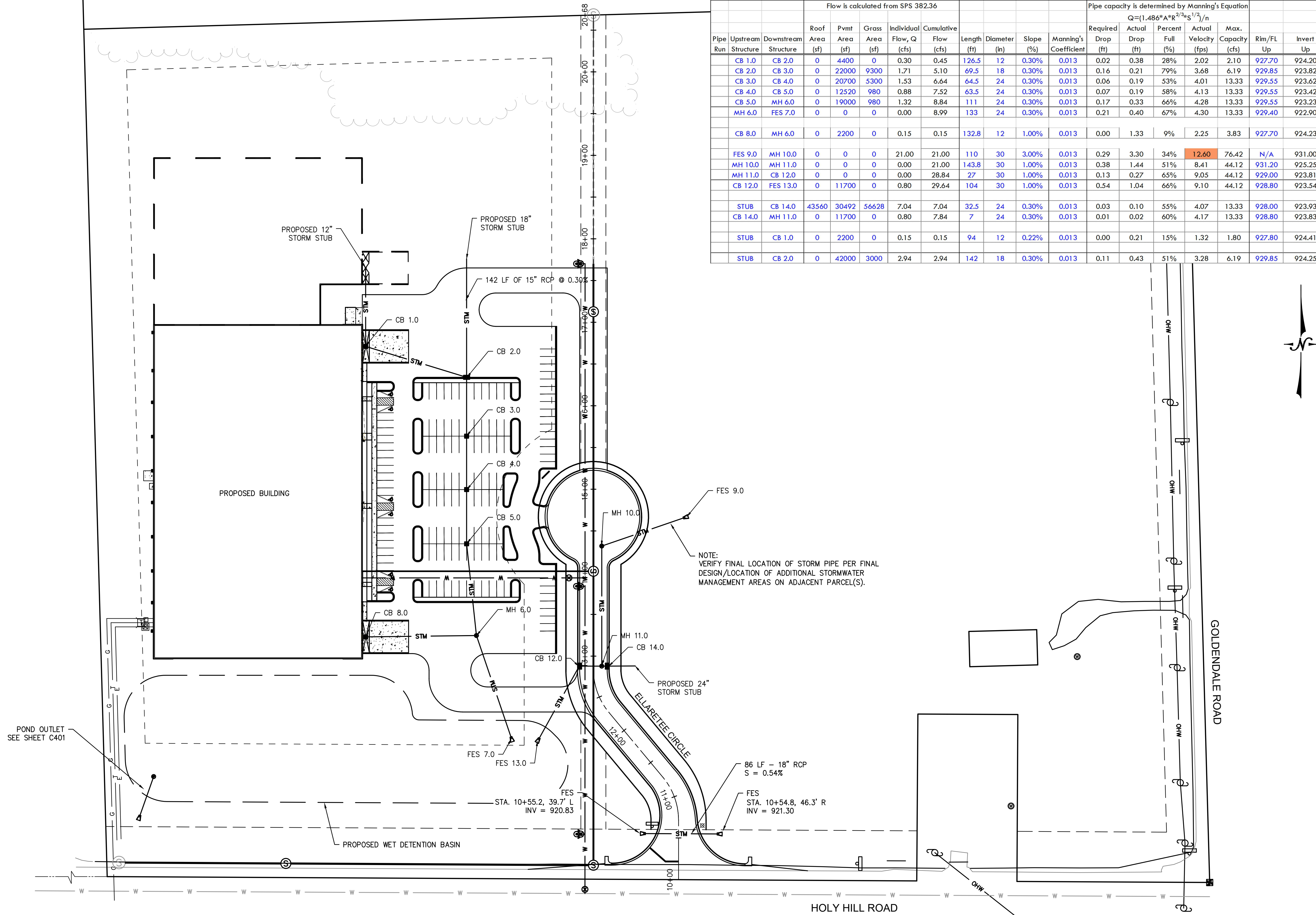
DESIGNED BY DKV

0 60'
SCALE

PROJECT NO.
18.0034

SHEET NO.

C102



DESIGN DATA																
STRUCTURE DATA			DRAINAGE AREAS AND FLOW DATA					PIPE DATA				PIPE CAPACITY INFORMATION				
			Flow is calculated from SPS 382.36									Pipe capacity is determined by Manning's Equation				
												$Q=(1.486 \cdot A \cdot R^{2/3} \cdot S^{1/2})/n$				
			Roof Area (sf)	Pvmt Area (sf)	Grass Area (sf)	Individual Flow, Q (cfs)	Cumulative Flow (cfs)	Length (ft)	Diameter (in)	Slope (%)	Manning's Coefficient	Required Drop (ft)	Actual Drop (ft)	Percent Full (%)	Actual Velocity (fps)	Max. Capacity (cfs)
Pipe Run	Upstream Structure	Downstream Structure														
	CB 1.0	CB 2.0	0	4400	0	0.30	0.45	126.5	12	0.30%	0.013	0.02	0.38	28%	2.02	2.10
	CB 2.0	CB 3.0	0	22000	9300	1.71	5.10	69.5	18	0.30%	0.013	0.16	0.21	79%	3.68	6.19
	CB 3.0	CB 4.0	0	20700	5300	1.53	6.64	64.5	24	0.30%	0.013	0.06	0.19	53%	4.01	13.33
	CB 4.0	CB 5.0	0	12520	980	0.88	7.52	63.5	24	0.30%	0.013	0.07	0.19	58%	4.13	13.33
	CB 5.0	MH 6.0	0	19000	980	1.32	8.84	111	24	0.30%	0.013	0.17	0.33	66%	4.28	13.33
	MH 6.0	FES 7.0	0	0	0	0.00	8.99	133	24	0.30%	0.013	0.21	0.40	67%	4.30	13.33
	CB 8.0	MH 6.0	0	2200	0	0.15	0.15	132.8	12	1.00%	0.013	0.00	1.33	9%	2.25	3.83
	FES 9.0	MH 10.0	0	0	0	21.00	21.00	110	30	3.00%	0.013	0.29	3.30	34%	12.60	76.42
	MH 10.0	MH 11.0	0	0	0	0.00	21.00	143.8	30	1.00%	0.013	0.38	1.44	51%	8.41	44.12
	MH 11.0	CB 12.0	0	0	0	0.00	28.84	27	30	1.00%	0.013	0.13	0.27	65%	9.05	44.12
	CB 12.0	FES 13.0	0	11700	0	0.80	29.64	104	30	1.00%	0.013	0.54	1.04	66%	9.10	44.12
	STUB	CB 14.0	43560	30492	56628	7.04	7.04	32.5	24	0.30%	0.013	0.03	0.10	55%	4.07	13.33
	CB 14.0	MH 11.0	0	11700	0	0.80	7.84	7	24	0.30%	0.013	0.01	0.02	60%	4.17	13.33
	STUB	CB 1.0	0	2200	0	0.15	0.15	94	12	0.22%	0.013	0.00	0.21	15%	1.32	1.80
	STUB	CB 2.0	0	42000	3000	2.94	2.94	142	18	0.30%	0.013	0.11	0.43	51%	3.28	6.19

SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

STORM SEWER

NO. BY DATE

ISSUED FOR REVIEW

PLAN DATE 04.04.19

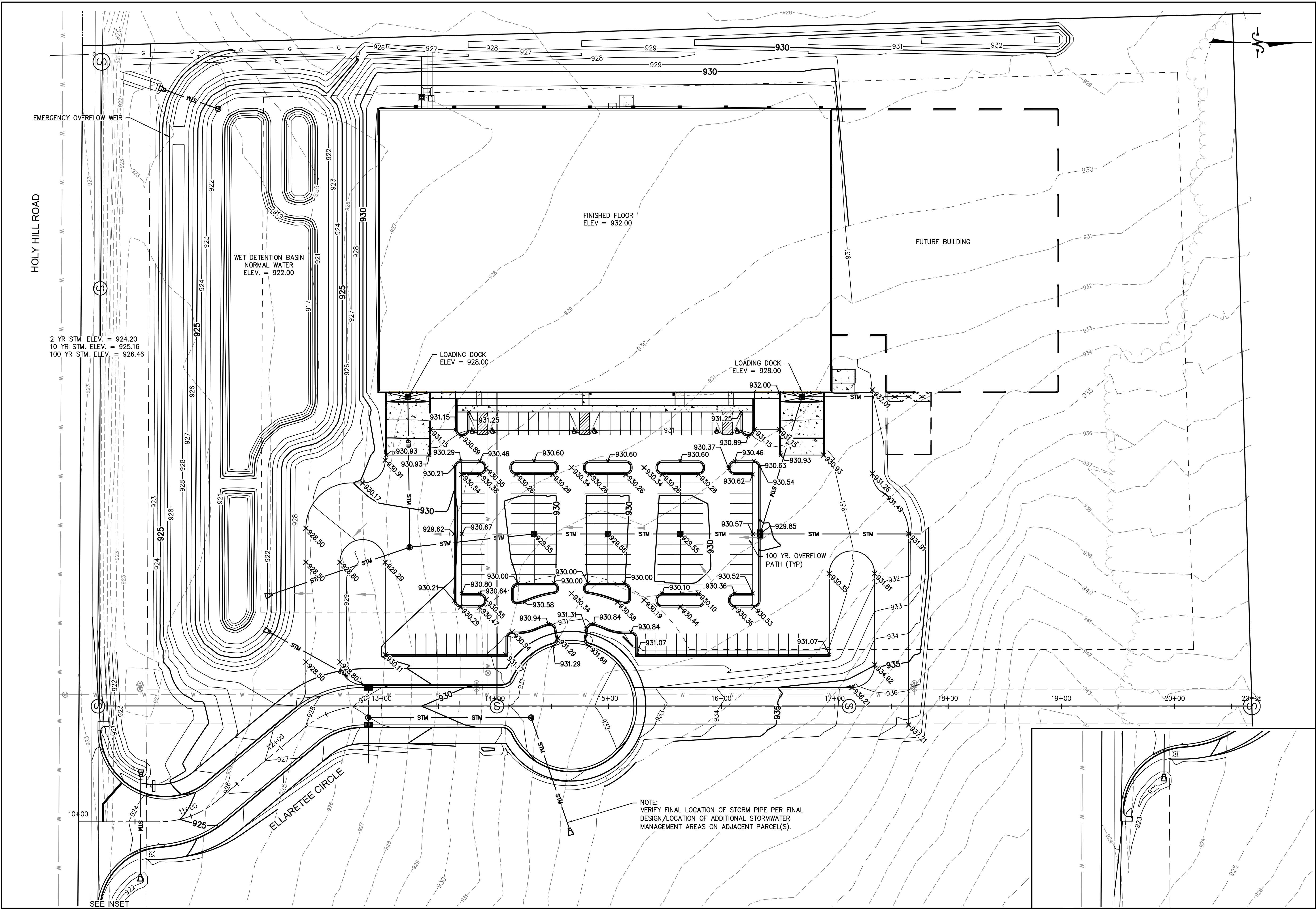
DESIGNED BY DKV

0 60'
SCALE

PROJECT NO.
18.0034

SHEET NO.

C104



SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

GRADING PLAN

NO. REVISIONS BY DATE

ISSUED FOR REVIEW

PLAN DATE 04.04.19

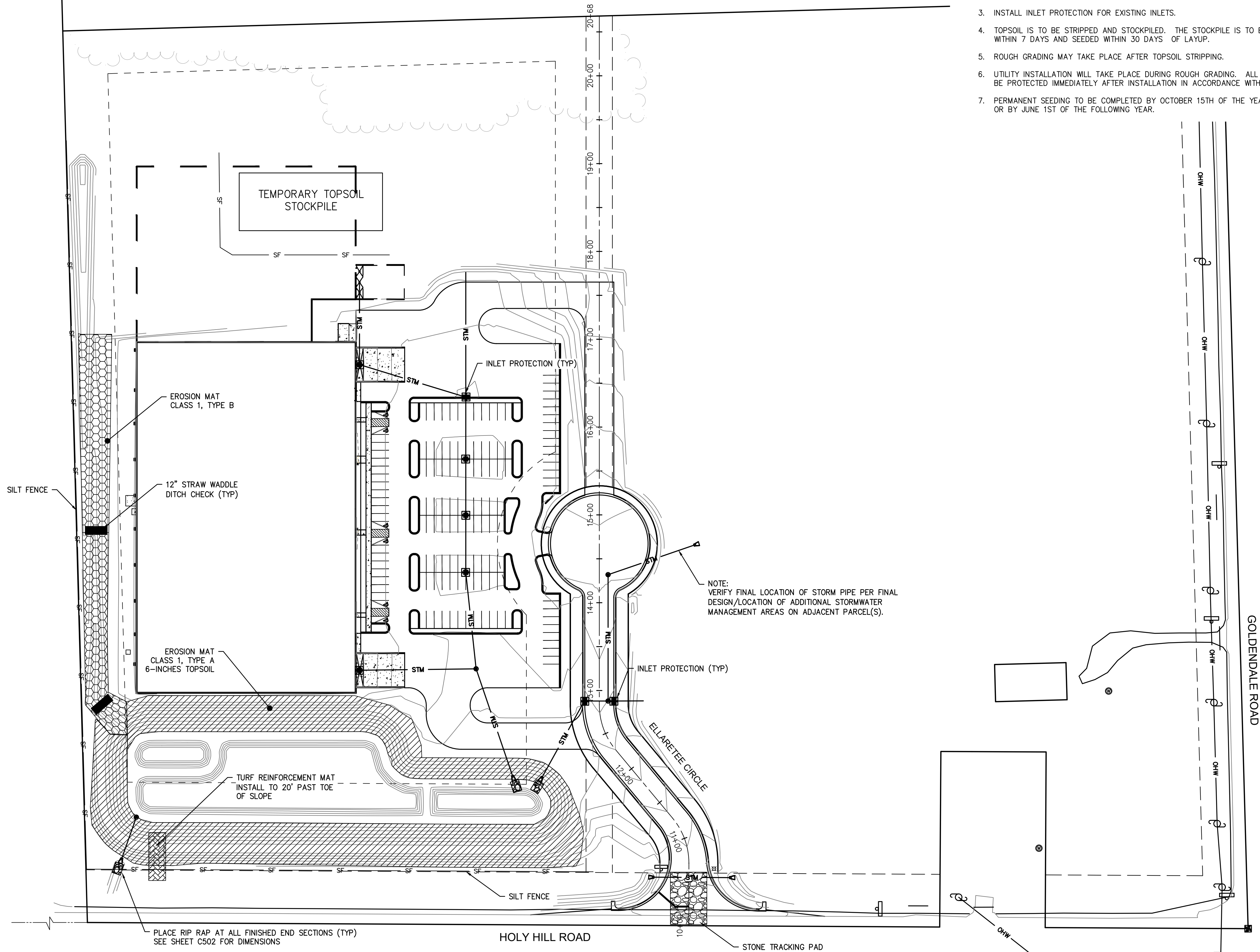
DESIGNED BY DKV

0 40'
SCALE

PROJECT NO.
18.0034

SHEET NO.

C105



CONSTRUCTION SEQUENCE

1. CONSTRUCT STONE TRACKING PAD AT THE PROPOSED ENTRANCE.
2. INSTALL SILT FENCE AT THE LOCATIONS NOTED ON THE PLANS. THIS MUST BE DONE BEFORE ANY GRADING ACTIVITIES TAKE PLACE.
3. INSTALL INLET PROTECTION FOR EXISTING INLETS.
4. TOPSOIL IS TO BE STRIPPED AND STOCKPILED. THE STOCKPILE IS TO BE PROTECTED WITH SILT FENCE WITHIN 7 DAYS AND SEEDED WITHIN 30 DAYS OF LAYUP.
5. ROUGH GRADING MAY TAKE PLACE AFTER TOPSOIL STRIPPING.
6. UTILITY INSTALLATION WILL TAKE PLACE DURING ROUGH GRADING. ALL CATCH BASINS AND INLETS ARE TO BE PROTECTED IMMEDIATELY AFTER INSTALLATION IN ACCORDANCE WITH THE DETAIL IN THESE PLANS.
7. PERMANENT SEEDING TO BE COMPLETED BY OCTOBER 15TH OF THE YEAR GRADING WORK IS COMPLETED OR BY JUNE 1ST OF THE FOLLOWING YEAR.

SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

EROSION CONTROL PLAN

NO. BY DATE

REVISIONS

ISSUED FOR REVIEW

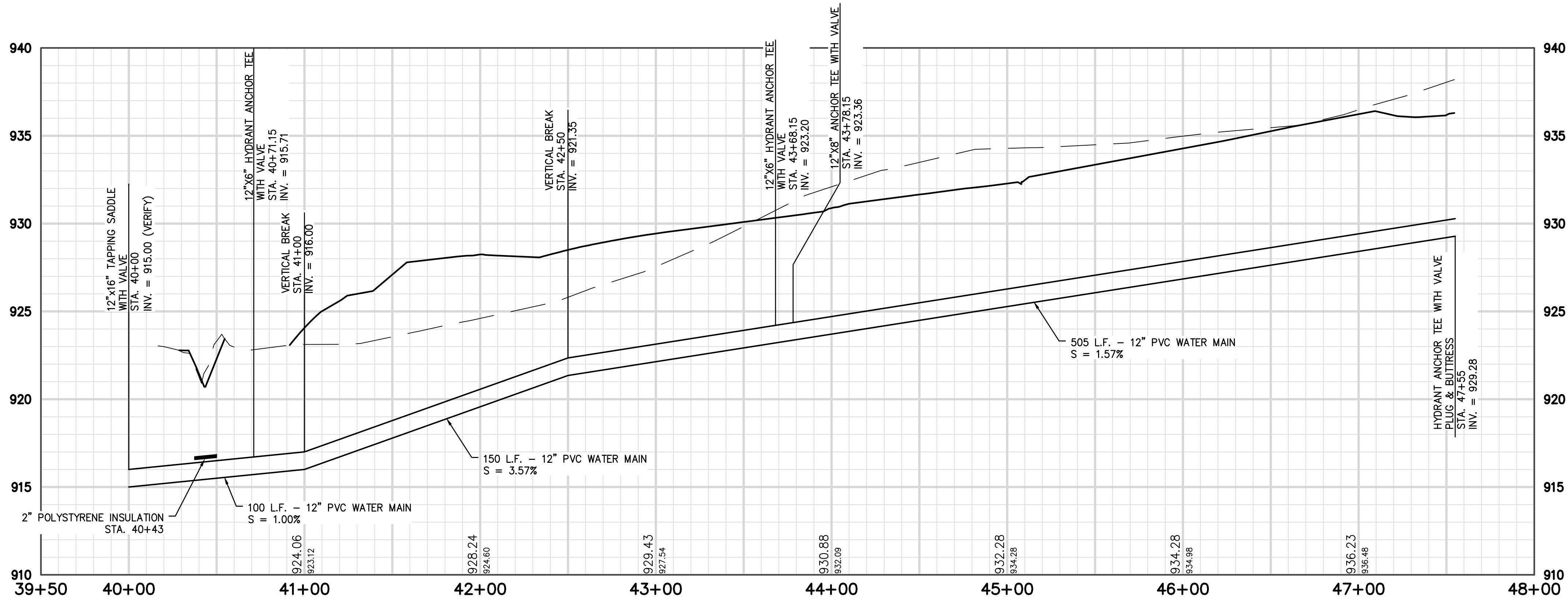
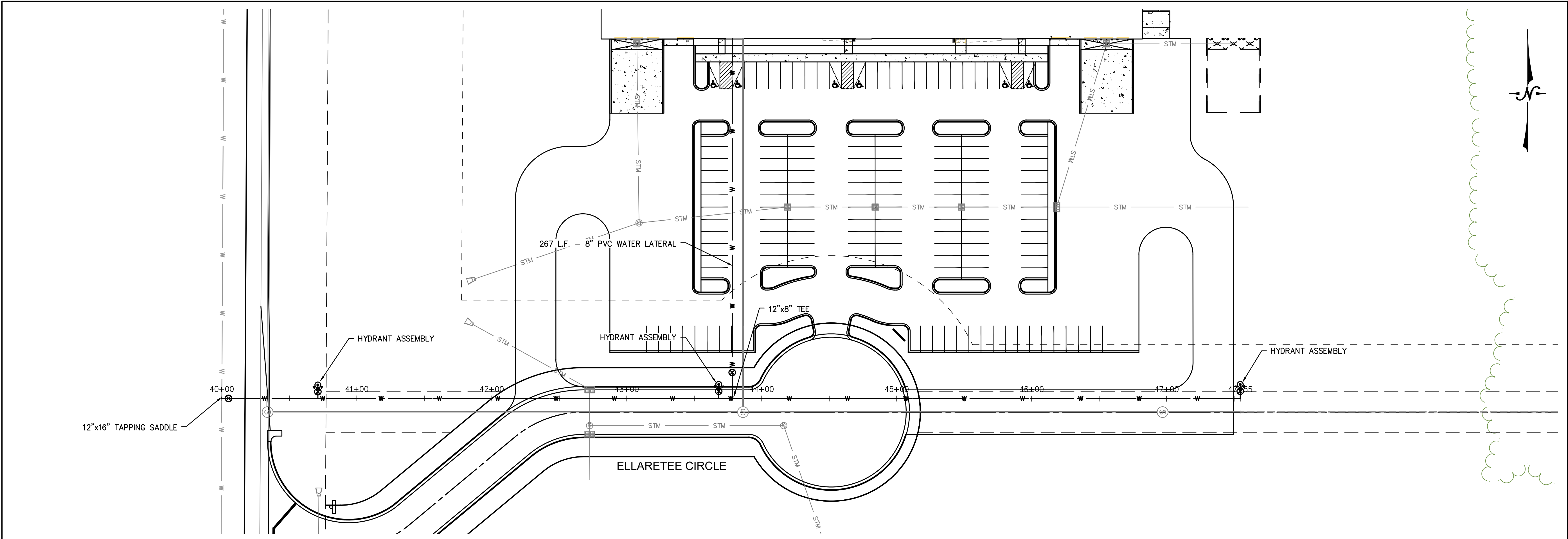
PLAN DATE 04.04.19
DESIGNED BY DKV

0 60'
SCALE

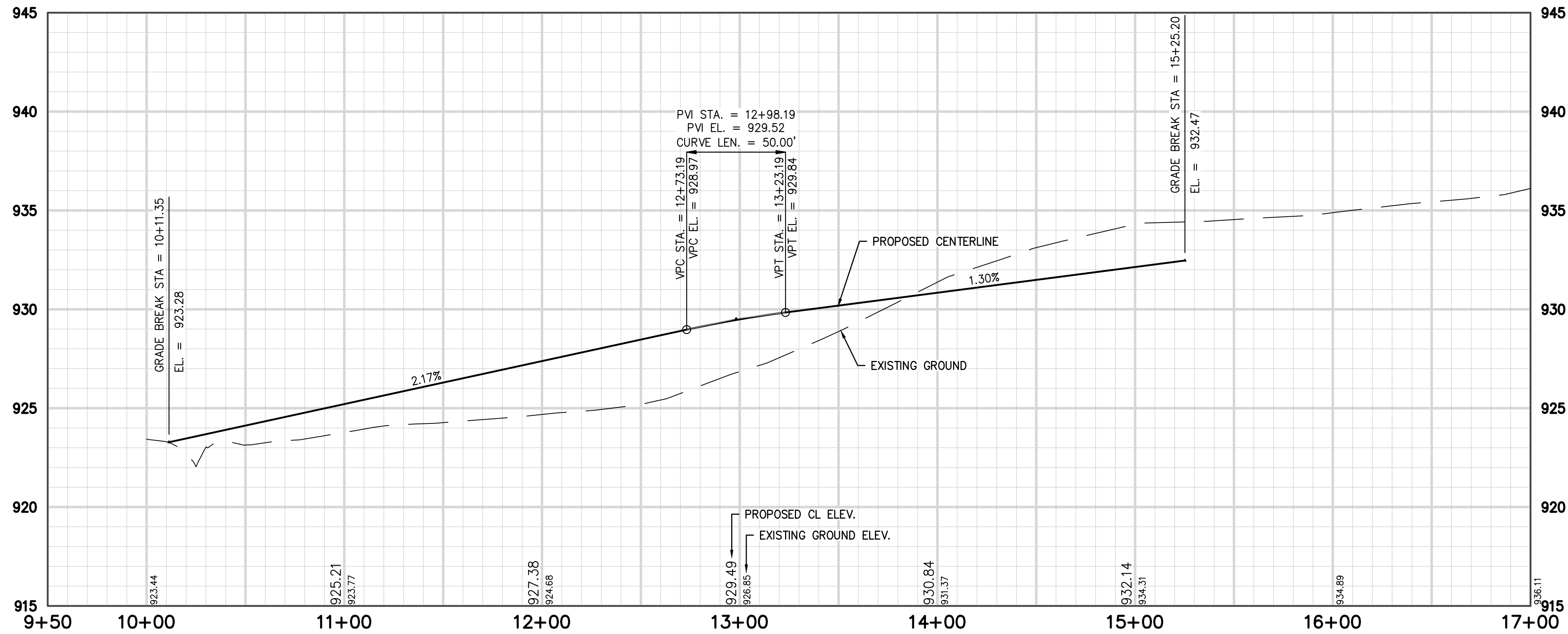
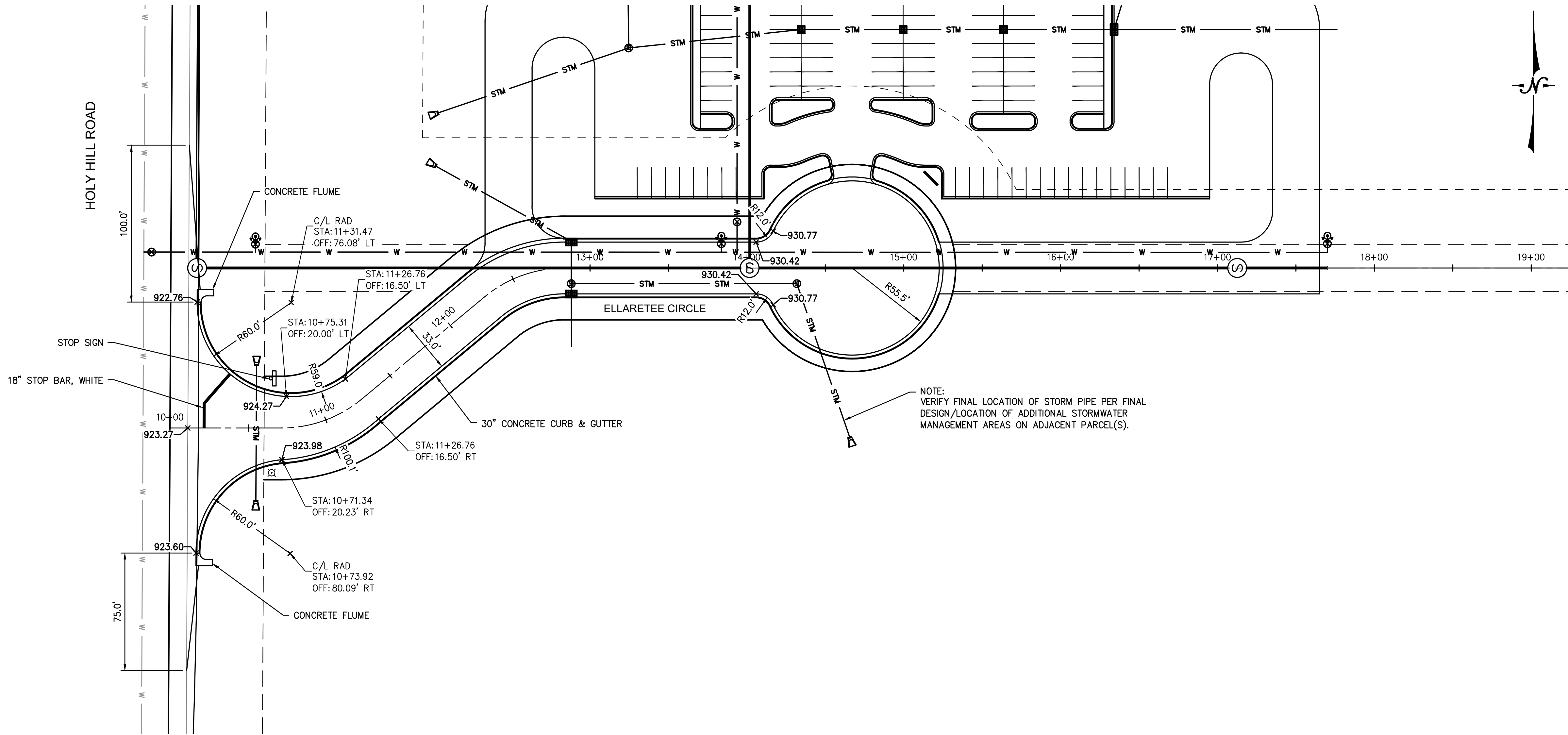
PROJECT NO.
18.0034

SHEET NO.

C106



SITE IMPROVEMENT PLANS FOR ELLARETEE, LLC VILLAGE OF GERMANTOWN, WI		ISSUED FOR REVIEW	
NO.		PLAN DATE 04.04.19 DESIGNED BY DKV	
WATER MAIN		0 40' SCALE	
REVISIONS		PROJECT NO. 18.0034	
BY		SHEET NO.	
DATE		C201	



SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

ROAD PLAN & PROFILE

NO. REVISIONS BY DATE

ISSUED FOR
REVIEW

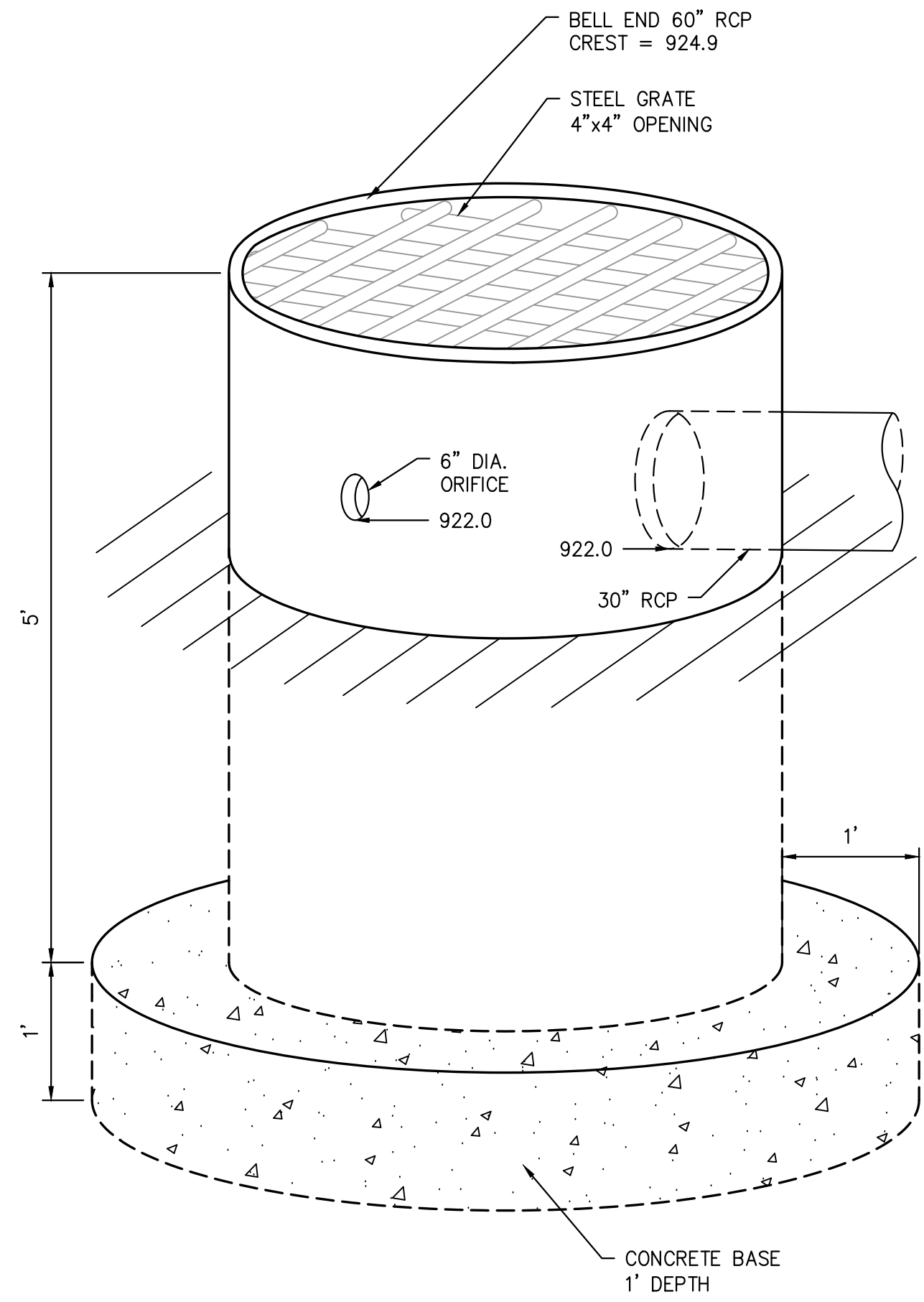
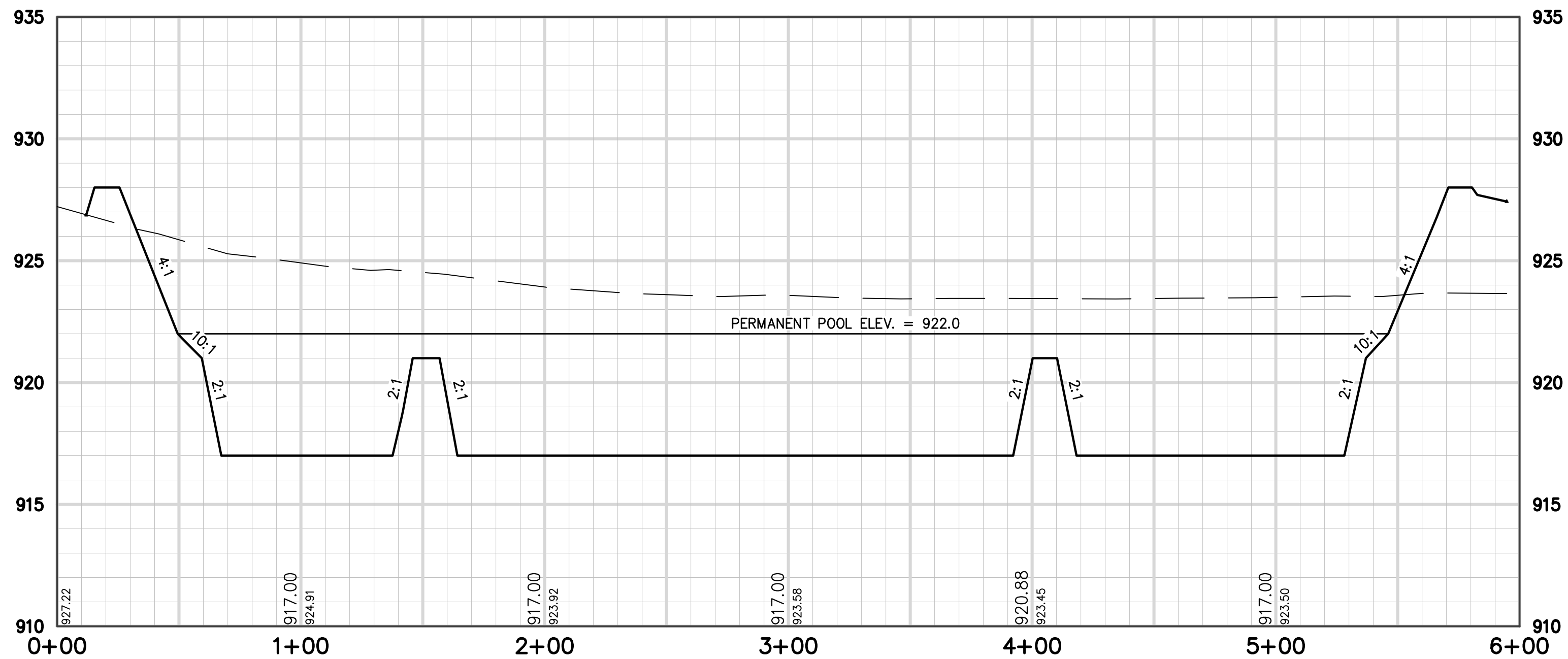
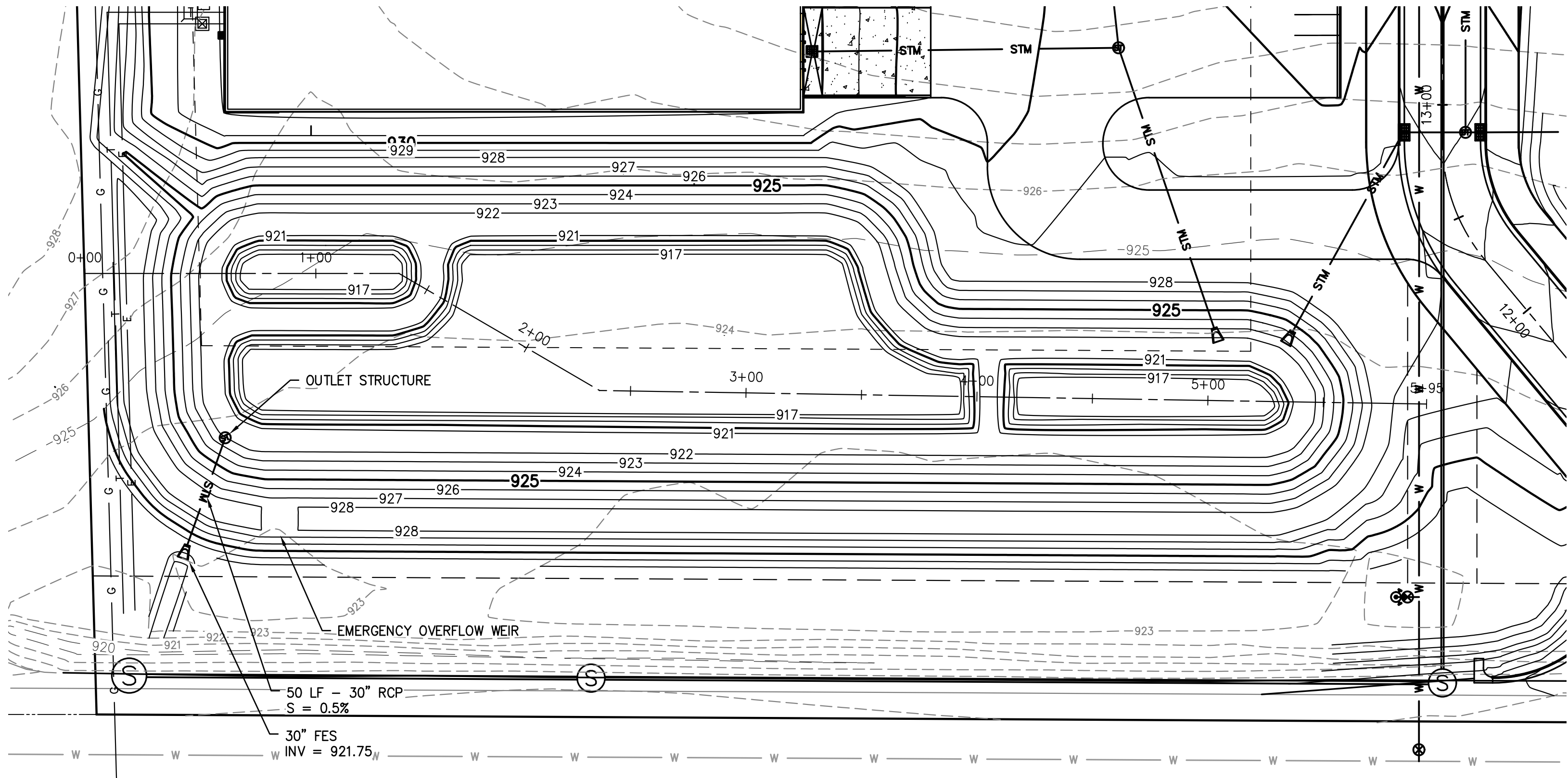
PLAN DATE 04.04.19
DESIGNED BY DKV

0 40'
SCALE

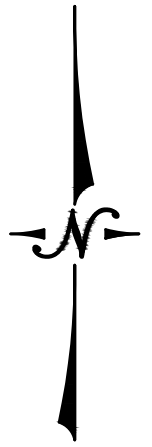
PROJECT NO.
18.0034

SHEET NO.

C202



BASIN OUTLET STRUCTURE



SITE IMPROVEMENT PLANS FOR
ELLARETEE, LLC
VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

POND DETAILS

NO. REVISIONS BY DATE

ISSUED FOR REVIEW

PLAN DATE 04.04.19
DESIGNED BY DKV

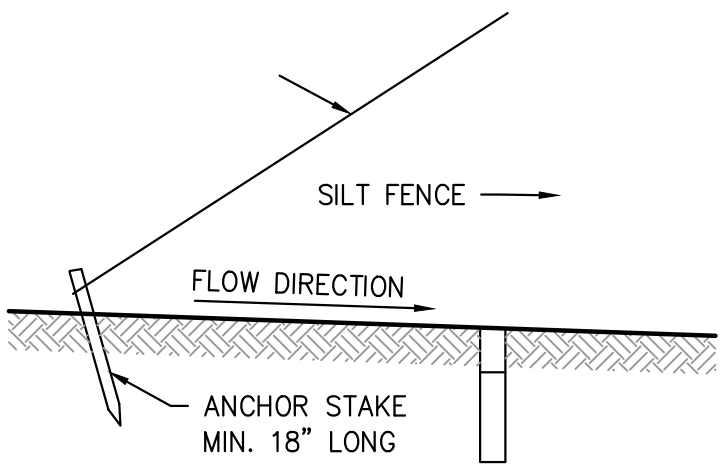
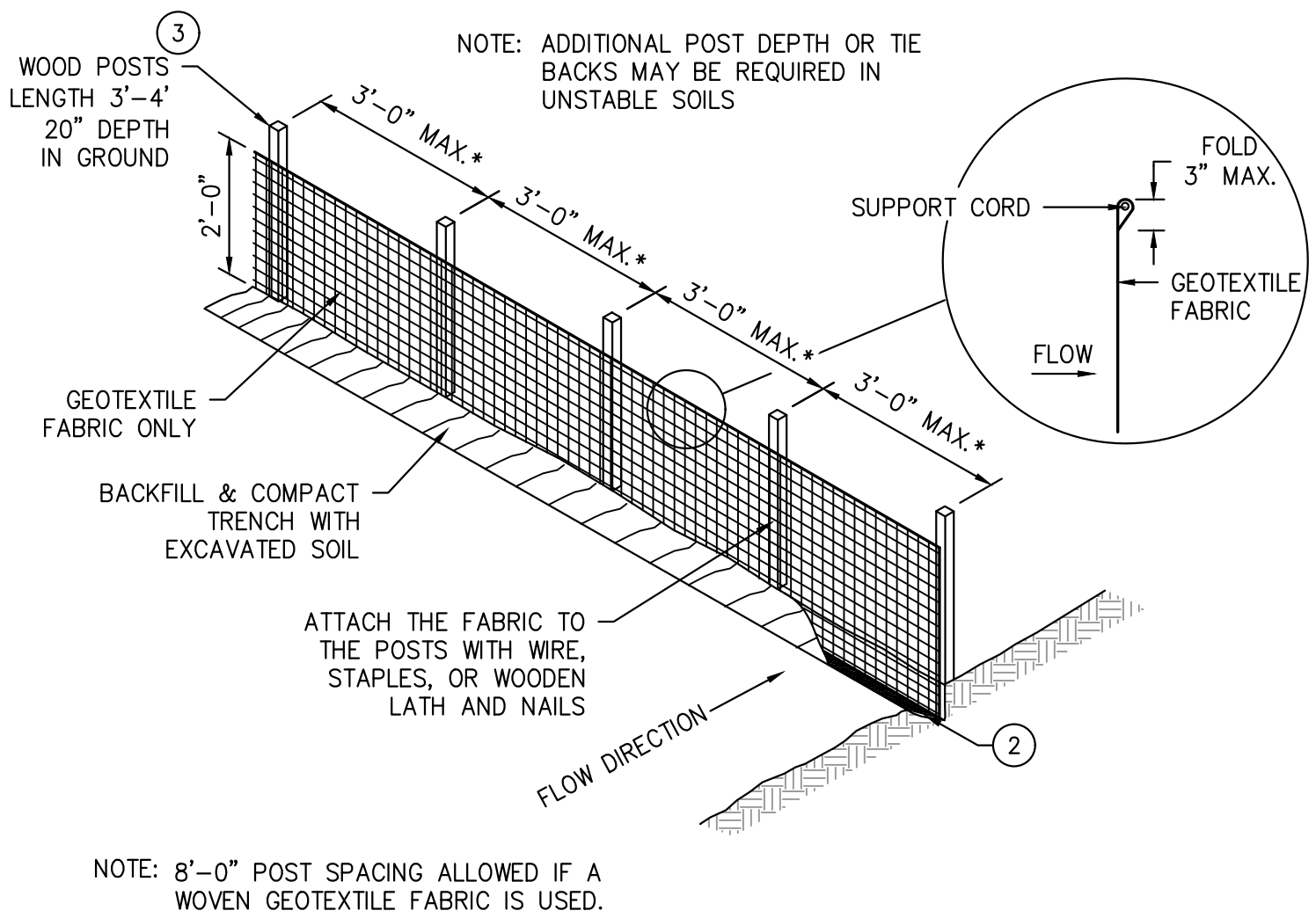
0 40'
SCALE

PROJECT NO.
18.0034

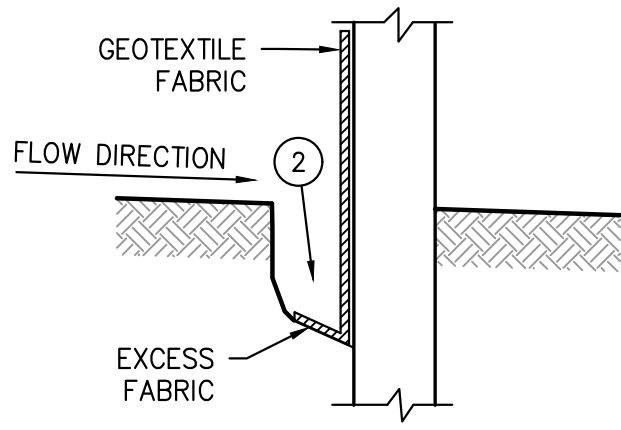
SHEET NO.

C401

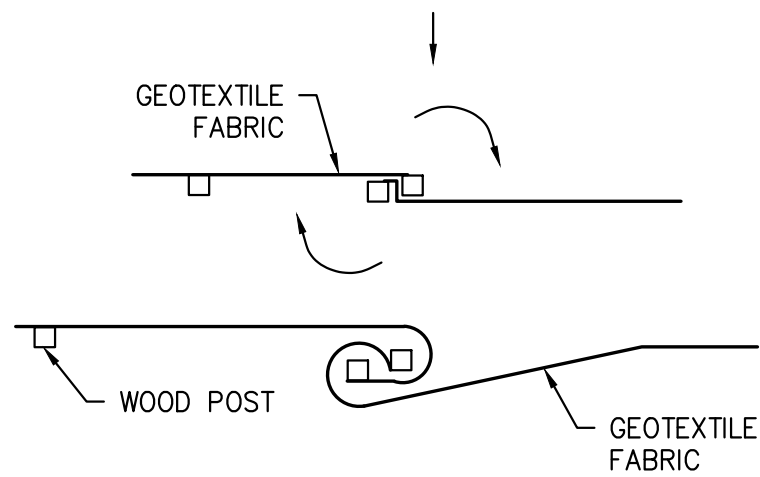
This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 9-6.



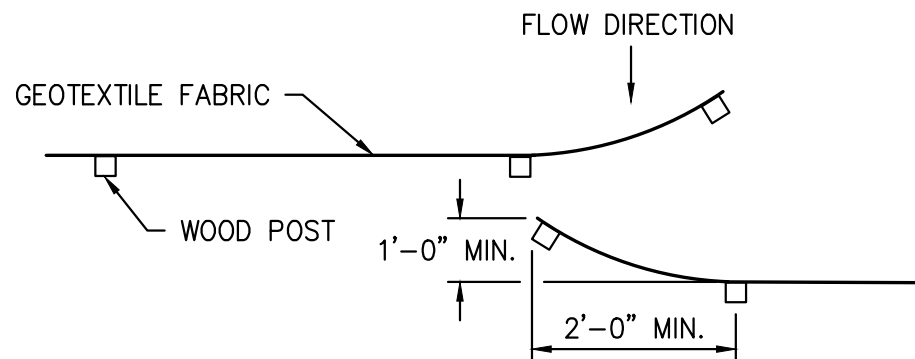
SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



TRENCH DETAIL



TWIST METHOD



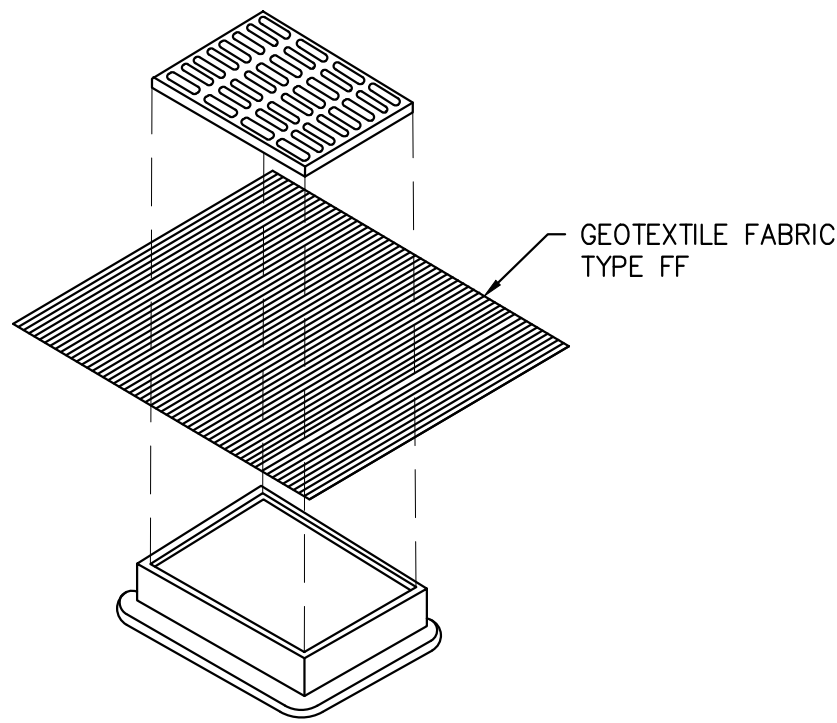
HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE

GENERAL NOTES:

- HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- TRENCH SHALL BE A MINIMUM OF 4" WIDE AND 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1-1/8" x 1-1/8" OF OAK OR HICKORY.
- SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
- CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS:
A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180°
B) HOOK THE END OF EACH SILT FENCE LENGTH.
- SILT FENCE SHALL BE INSTALLED USING CURRENT WisDOT STANDARDS AT THE TIME OF CONSTRUCTION.

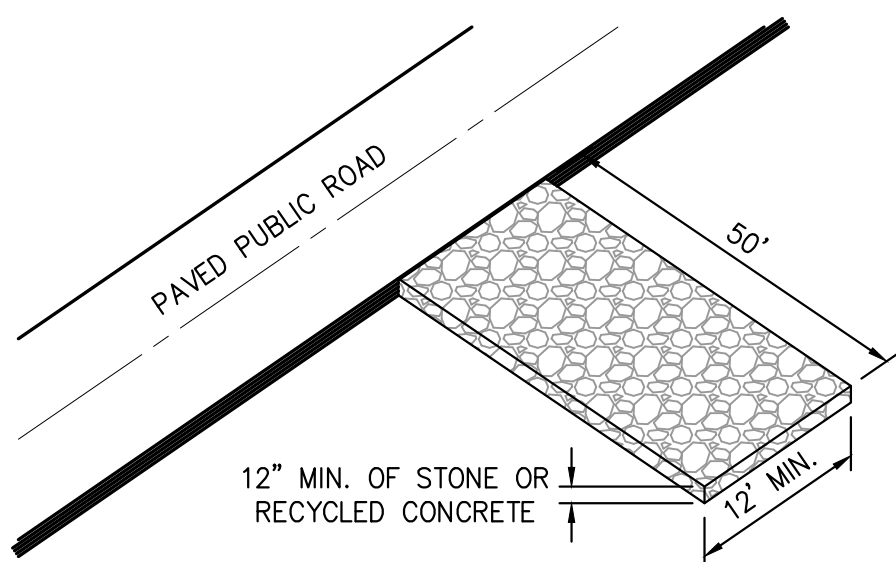
SILT FENCE



INSTALLATION NOTES:

- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.
- INLET PROTECTION SHALL BE INSPECTED AT A MINIMUM WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES DURING A 24 HOUR PERIOD. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN ACCUMULATION TOTALS BETWEEN 1/3 AND 1/2 THE DESIGN DEPTH OF THE DEVICE OR WHEN THE DEVICE IS NOT FUNCTIONING AS DESIGNED.
- DURING REMOVAL OF INLET PROTECTION ENSURE SEDIMENT DOES NOT FALL INTO THE INLET. ANY MATERIAL WHICH FALLS INTO THE INLET SHALL BE REMOVED.

INLET PROTECTION, TYPE B

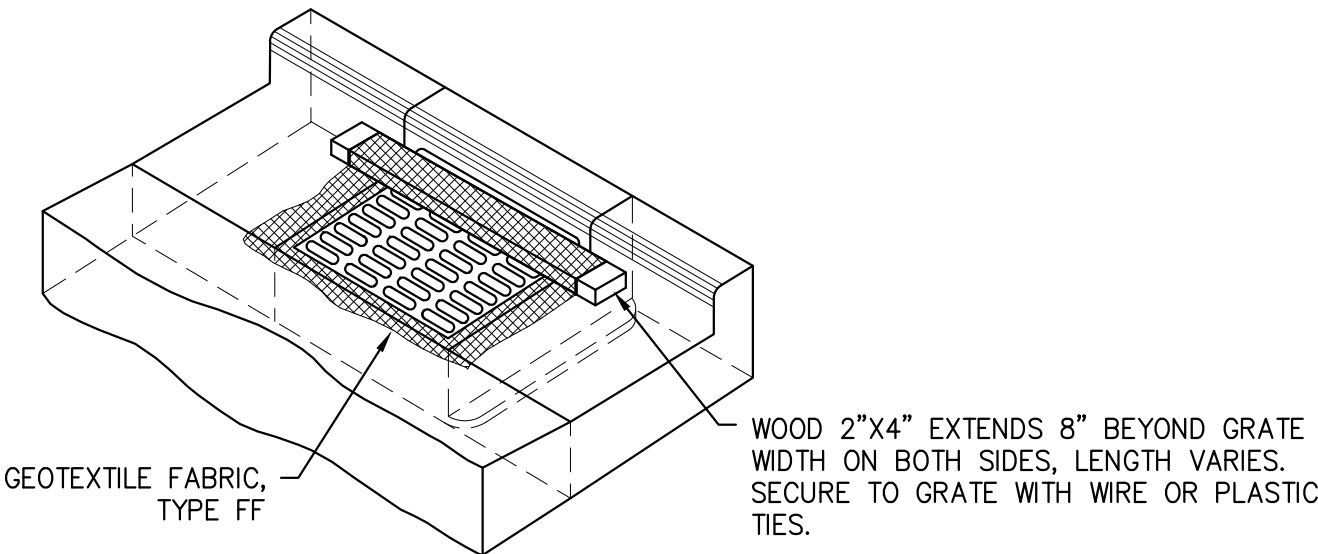


NOTE:
PLACE WSDOT TYPE R GEOTEXTILE FABRIC UNDER STONE, IF SATURATED CONDITIONS ARE EXPECTED.

STONE GRADATION	
SIEVE SIZE	PERCENT BY WEIGHT PASSING
3"	100
2 1/2"	90-100
1 1/2"	25-60
3/4"	0-20
3/8"	0-5

ALTERNATE - MEET GRADATION FOR WSDOT SELECT CRUSHED MATERIAL, SECTION 312 OF STANDARD SPECIFICATIONS FOR ROAD AND STRUCTURE CONSTRUCTION.

STONE TRACKING PAD



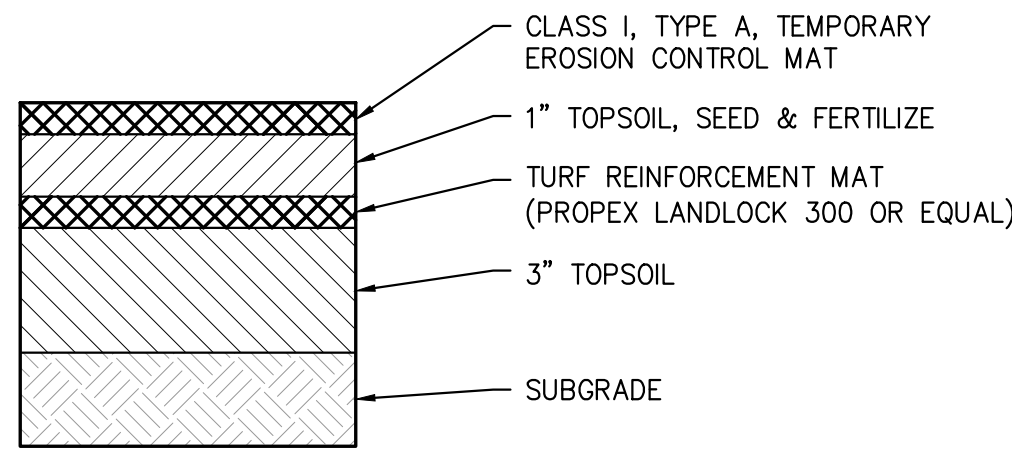
GENERAL NOTES:

- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR INLET PROTECTION TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

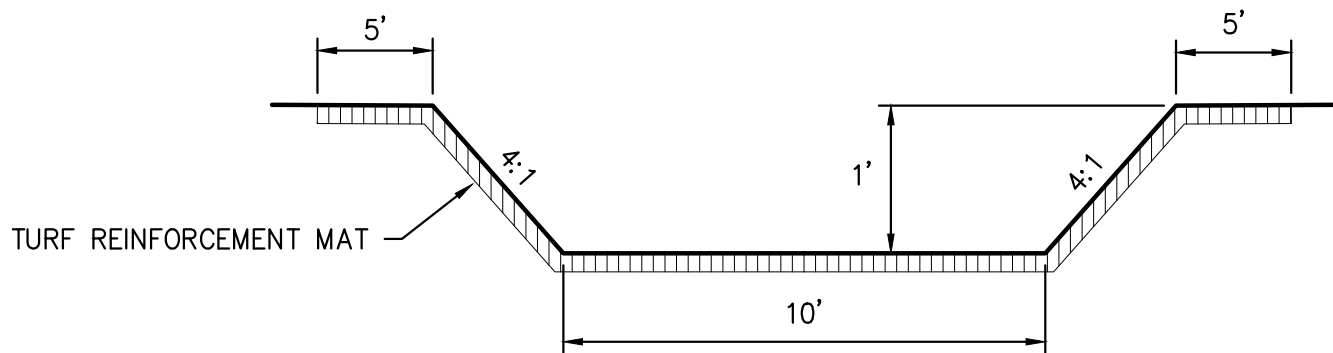
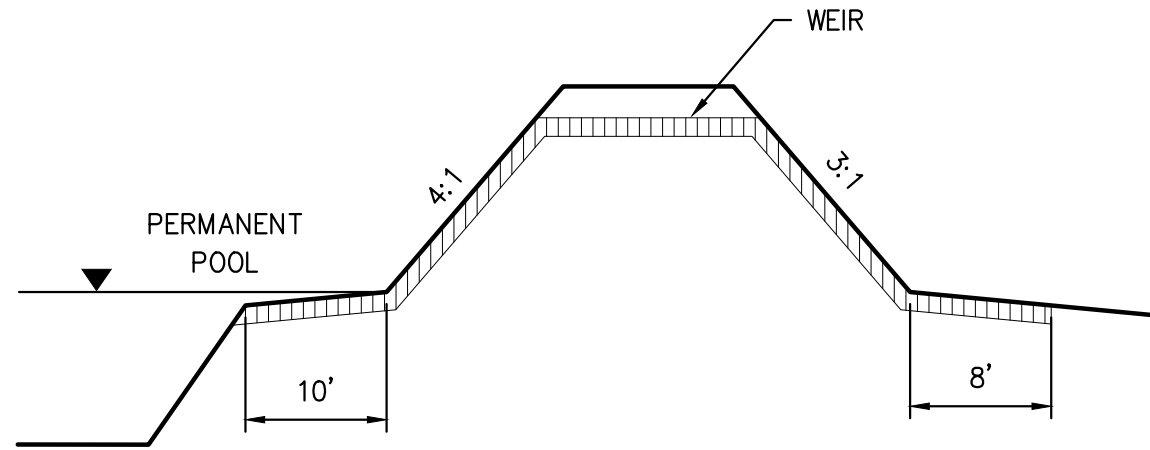
INSTALLATION NOTES:

- TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
- THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.
- INLET PROTECTION SHALL BE INSPECTED AT A MINIMUM WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES DURING A 24 HOUR PERIOD.
- SEDIMENT DEPOSITS SHALL BE REMOVED WHEN ACCUMULATION TOTALS BETWEEN 1/3 AND 1/2 THE DESIGN DEPTH OF THE DEVICE OR WHEN THE DEVICE IS NOT FUNCTIONING AS DESIGNED.
- DURING REMOVAL OF INLET PROTECTION ENSURE SEDIMENT DOES NOT FALL INTO THE INLET. ANY MATERIAL WHICH FALLS INTO THE INLET SHALL BE REMOVED.

INLET PROTECTION, TYPE C



TURF REINFORCEMENT MAT



EMERGENCY SPILLWAY

SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

CONSTRUCTION DETAILS

NO. BY DATE

REVISIONS

ISSUED FOR REVIEW

PLAN DATE 04.04.19

DESIGNED BY DKV

0 N/A

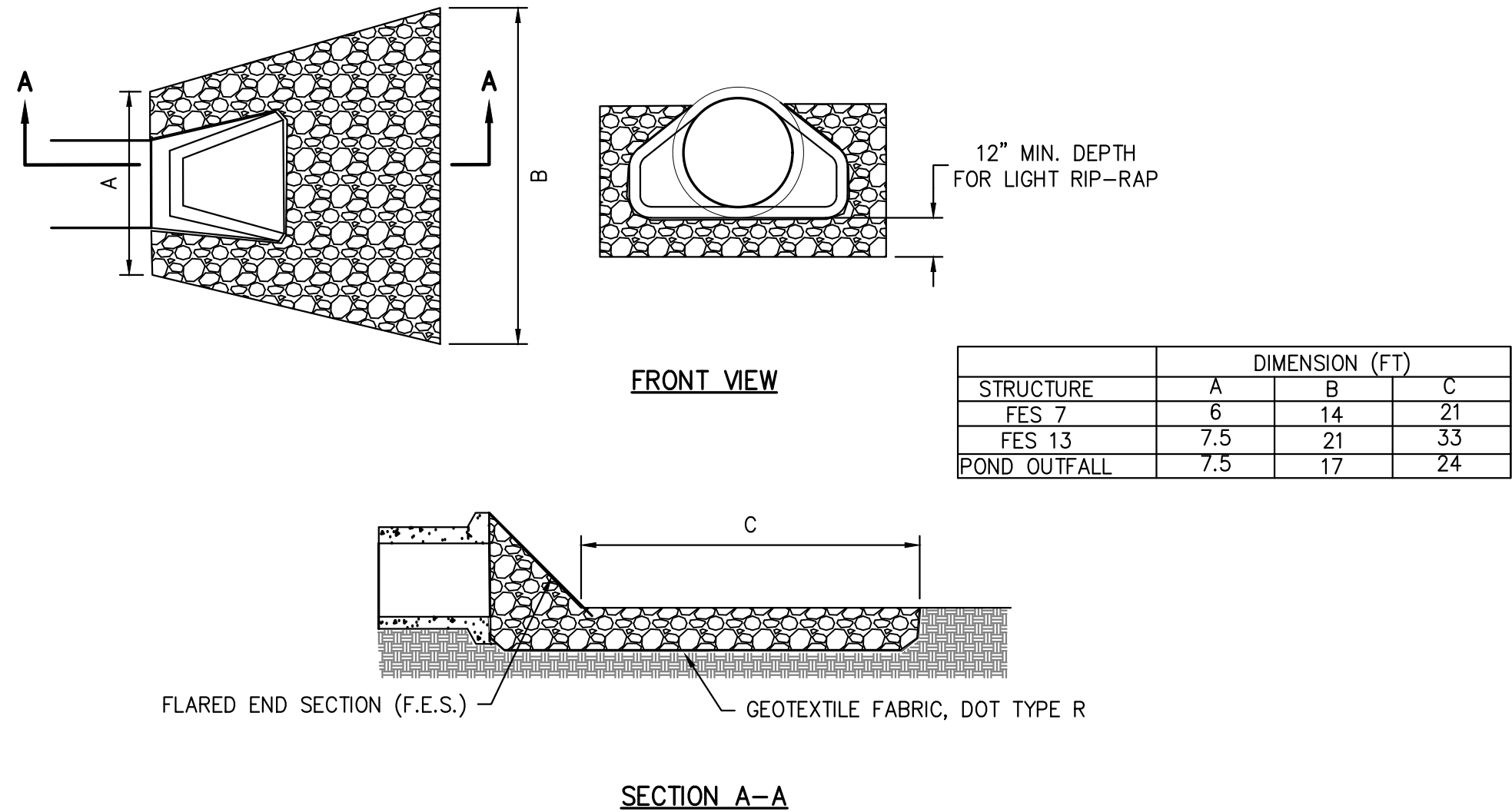
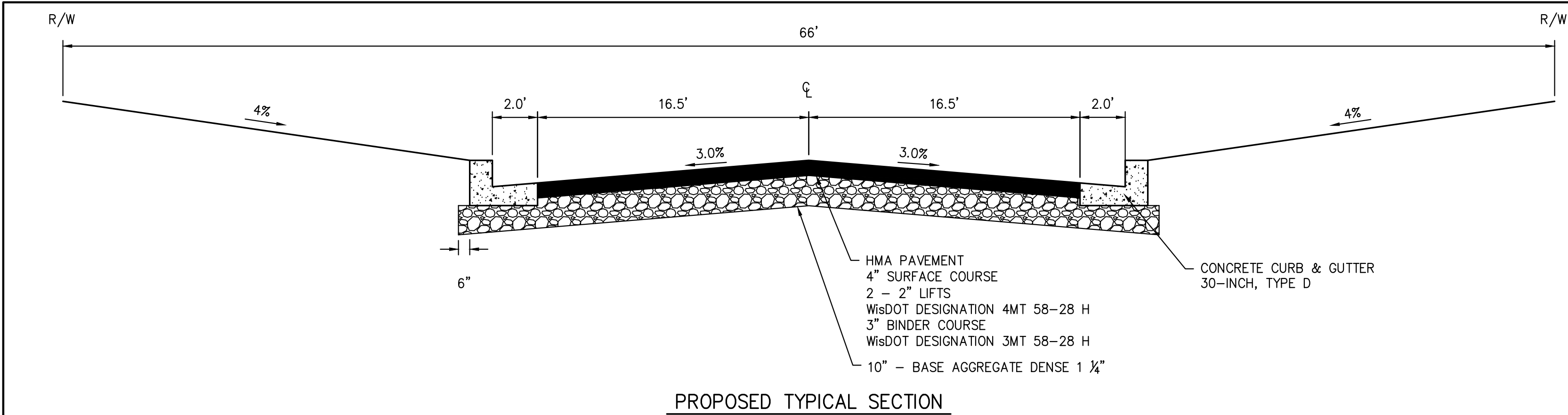
SCALE

PROJECT NO.

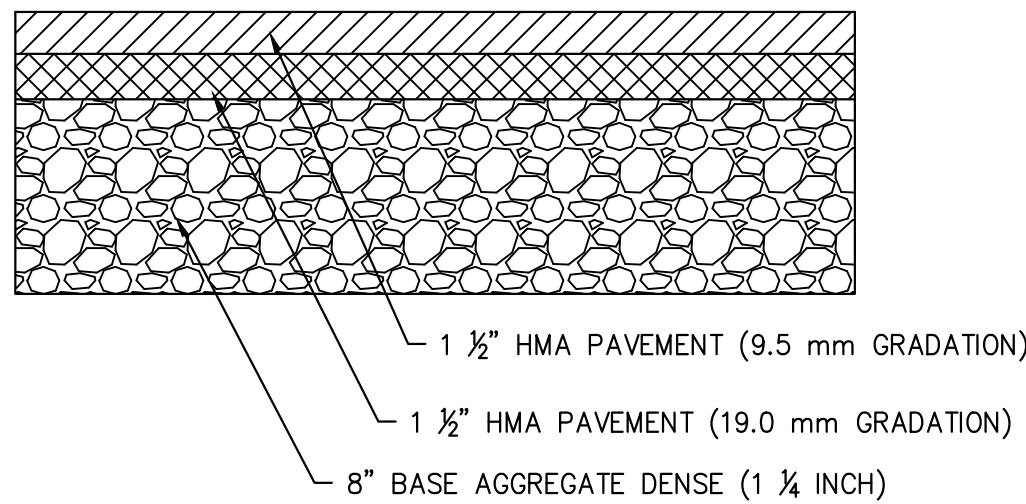
18.0034

SHEET NO.

C501

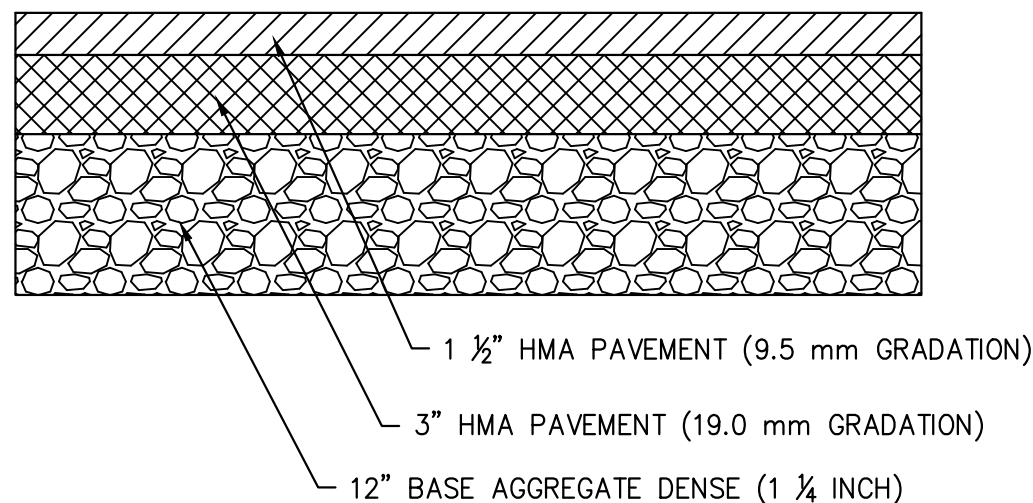


- NOTES:**
- EXCAVATE TO ONE FOOT BELOW PIPE OUTLET AND WIDEN CHANNEL TO THE REQUIRED RIP-RAP THICKNESS FOR EACH APRON. FOUNDATION TO BE CUT TO ZERO GRADE AND SMOOTHED.
 - PLACE FILTER CLOTH ON BOTTOM AND SIDES OF PREPARED FOUNDATION. ALL JOINTS TO OVERLAP A MINIMUM OF ONE FOOT.
 - EXERCISE CARE IN RIP-RAP PLACEMENT TO AVOID DAMAGE TO FILTER FABRIC.
 - PLACE RIP-RAP ON ZERO GRADE, TOP OF RIP-RAP TO BE LEVEL WITH PROPOSED OUTLET NO OVERFALL AT ENDS.
 - RIP-RAP SHALL BE MEDIUM RIP-RAP IN ACCORDANCE WITH SECTION 606 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - IMMEDIATELY AFTER CONSTRUCTION, STABILIZE ALL DISTURBED AREAS WITH VEGETATION.
 - LINE CHANNEL TO TOP OF BANKS FOR A DISTANCE OF 12' DOWNSTREAM. NO RESTRICTION OF CHANNEL CROSS SECTION SHOULD EXIST.



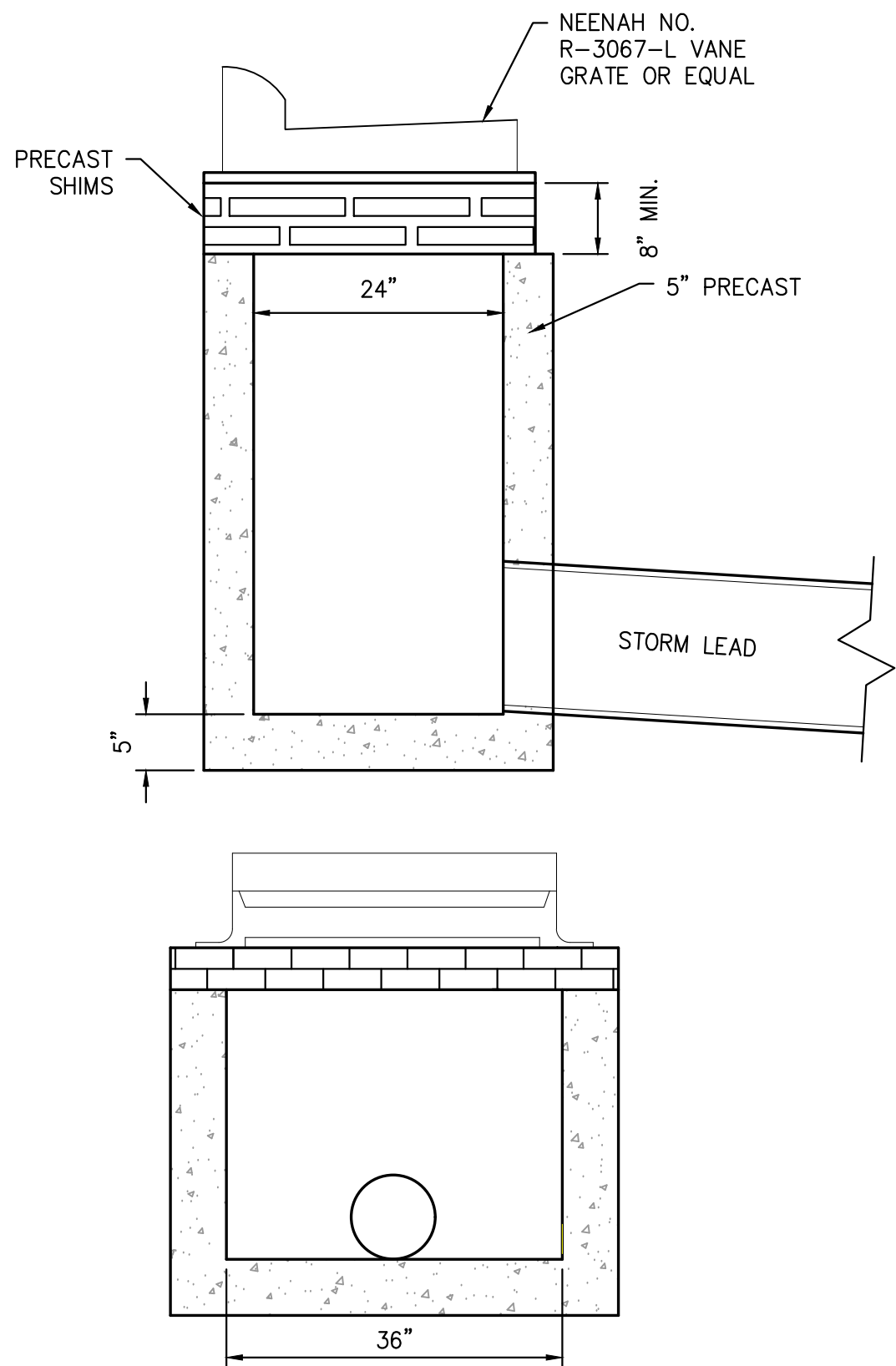
- PAVING NOTES:**
- CONTRACTOR TO THOROUGHLY COMPACT SUBGRADE.
 - PROOF ROLL SITE TO IDENTIFY UNSATISFACTORY SOILS.

LIGHT DUTY PAVEMENT
PARKING LOT

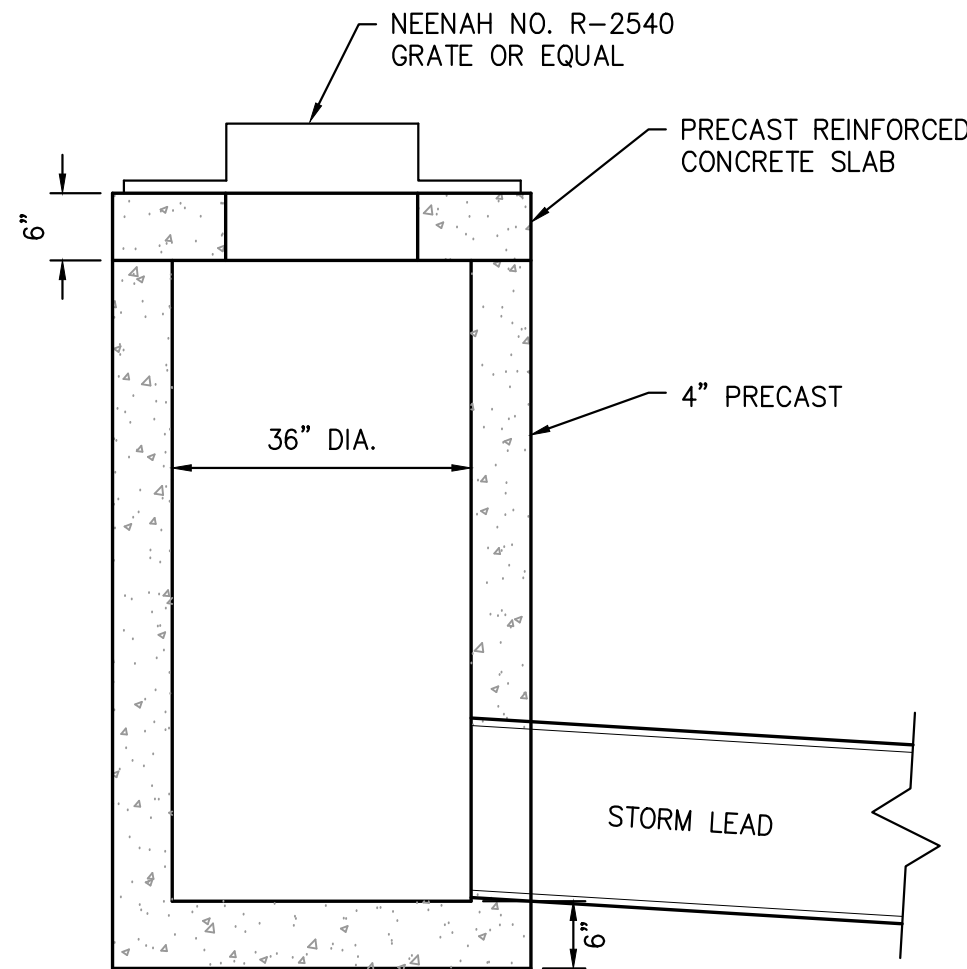


- PAVING NOTES:**
- CONTRACTOR TO THOROUGHLY COMPACT SUBGRADE.
 - PROOF ROLL SITE TO IDENTIFY UNSATISFACTORY SOILS.

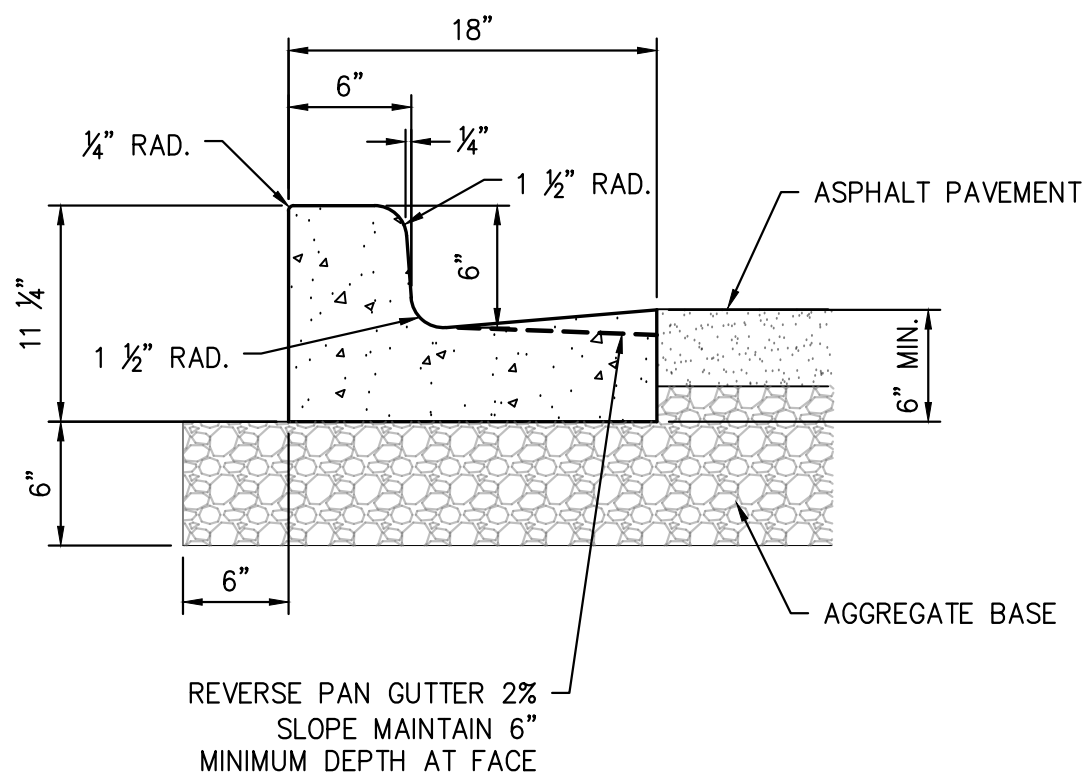
HEAVY DUTY PAVEMENT
PARKING LOT



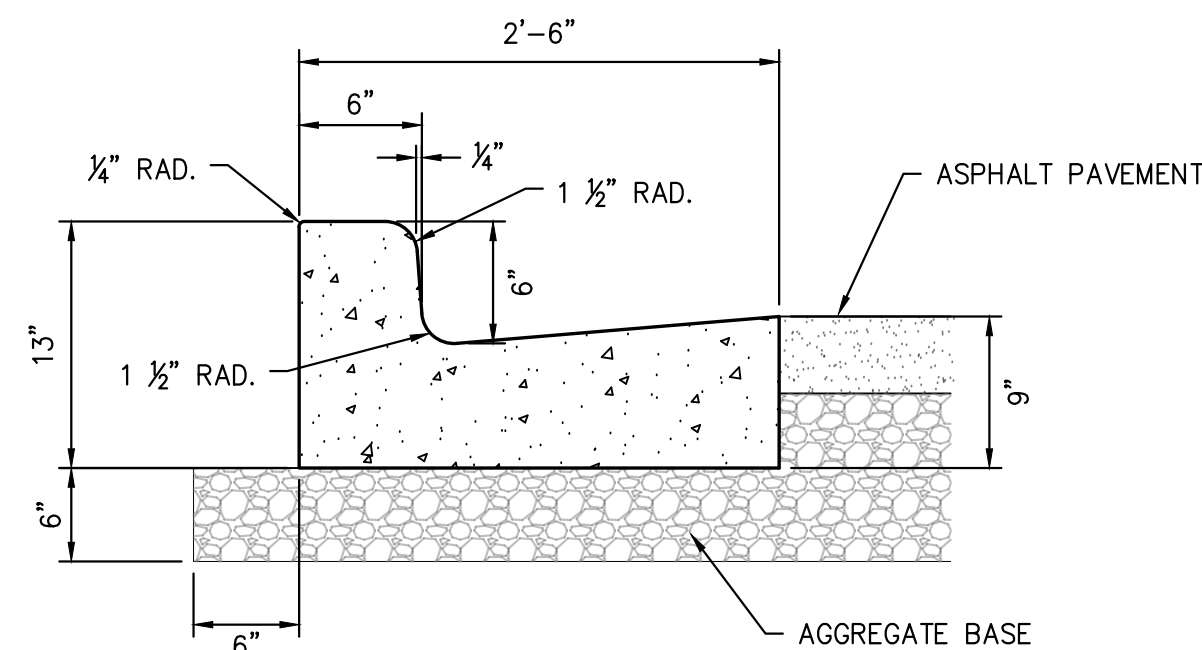
CURB INLET



INLET



TYPICAL 18" VERTICAL FACE CURB
NOTE: DEPTH OF FACE MAY VARY



TYPICAL 30" VERTICAL FACE CURB
NOTE: DEPTH OF FACE MAY VARY

SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

CONSTRUCTION DETAILS

NO. BY DATE REVISIONS

ISSUED FOR REVIEW

PLAN DATE 04.04.19
DESIGNED BY DKV

0 N/A
SCALE

PROJECT NO.
18.0034

SHEET NO.

C502

SPRAY EPOXY COATING
MH EXTERIOR: 2 COATS (BLACK) OF AMERON INTERNATIONAL, AMERCOAT 78 HB AT 8-10 MILS EA.
MH INTERIOR: 2 COATS (WHITE) OF PERMITE PCS-9043 TYPE II PERMOX PIPE GLAZE AT 20 MILS EA.
COATINGS SHALL BE APPLIED BY SUPPLIERS AT THE PLANT.

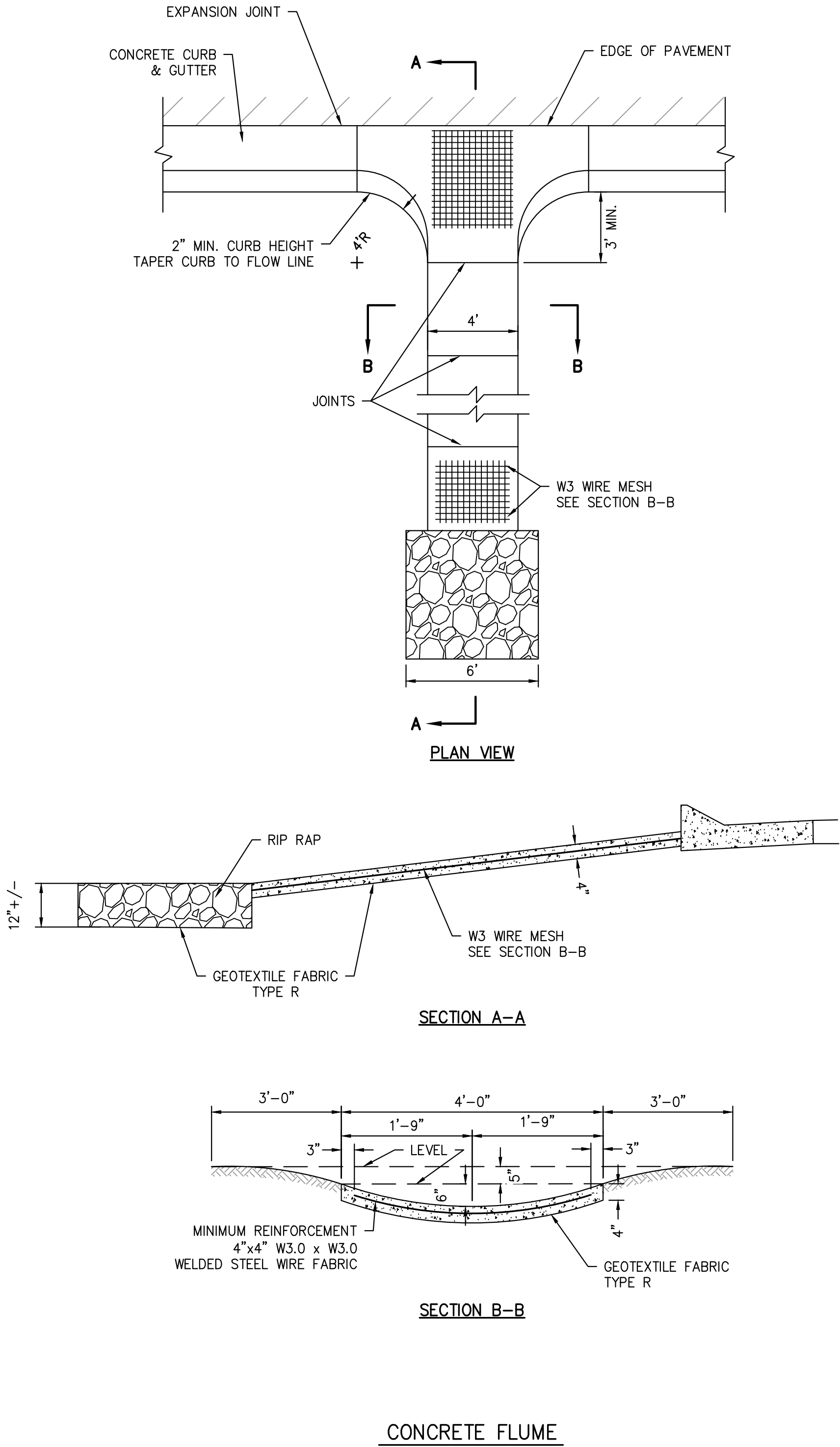
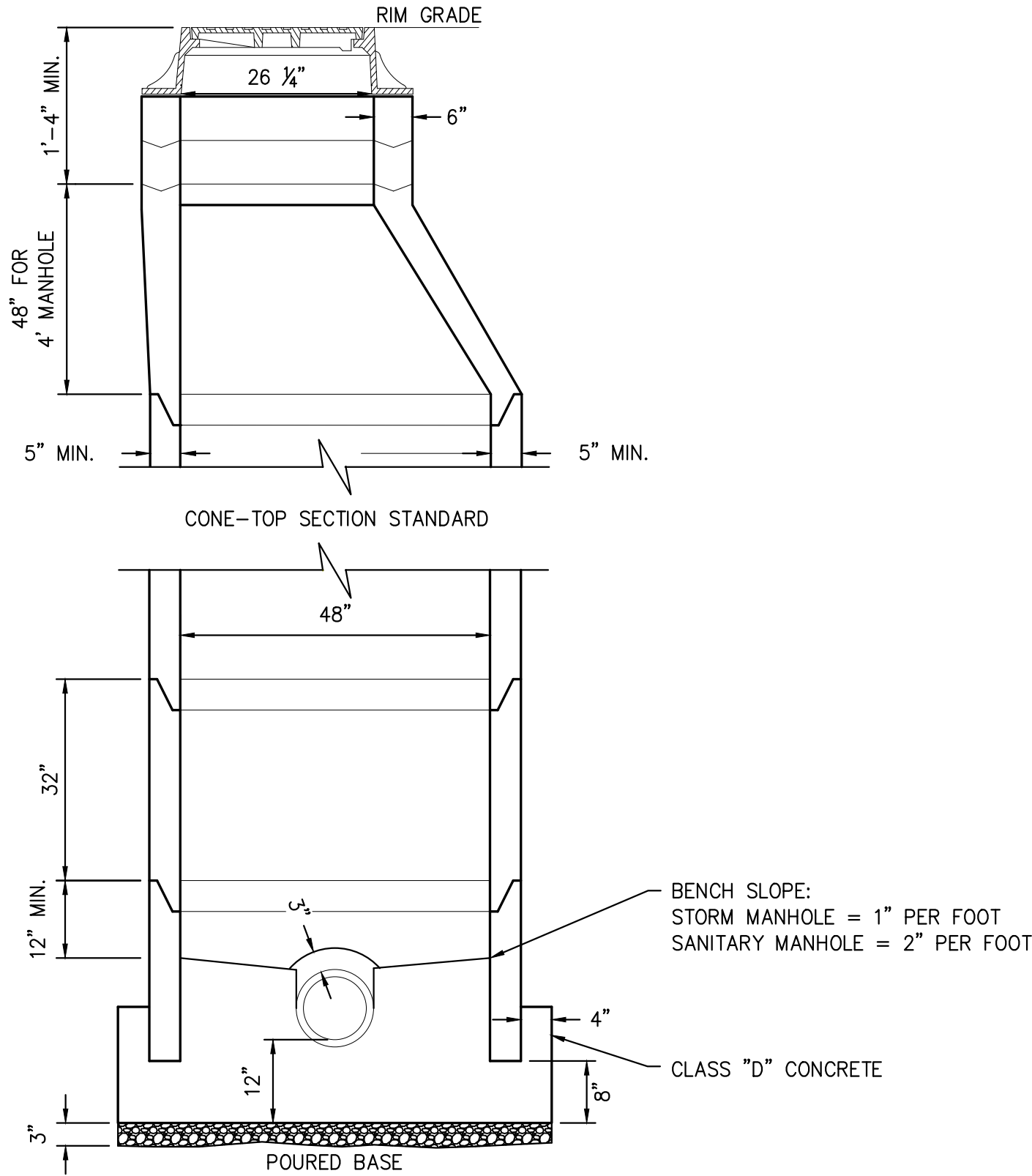
JOINT SEALS
KENTSEAL BUTYL RUBBER SEALANT (OR ENGINEER APPROVED EQUAL).
EXTERNAL: MACWRAP EXTERNAL JOINT SEALERS BY MARMAC MANUFACTURING (OR ENGINEER APPROVED EQUAL). CONFORM TO ASTM C877, TYPE II.
9" WIDE COLLAR, OUTER LAYER OF POLYETHYLENE, MIN. 4000 PSI TENSILE STRENGTH, MIN. 1500 PSI TEAR RESISTANCE, UNDER LAYER OF RUBBERIZED MASTIC REINFORCED WITH WOVEN POLYPROPYLENE FABRIC.
2 STAINLESS STEEL STRAPS WITHIN THE COLLAR 3/4" FROM EDGES CONFINED WITH TUBE ISOLATED FROM MASTIC AND ALLOWED TO SLIP FREELY.
MIN. 6" OVERLAP WITH CLOSING FLAP TO COVER STRAPS.

CHIMNEYS
DEPTH MIN. = 2", MAX. = 16" (MEASURED BOTTOM OF FRAME TO TOP OF CONE).
HDPE OR EPP 5000 SERIES RINGS MEETING ASTM D4976 OR ASTM D3575
HDPE RINGS IN PAVEMENTS:
DRILL TWO 1/2" DIAMETER HOLES 180" APART ON MANDATORY 2" THICK EPP RING (CRETEX P PART NUMBER 40-27GF-200). DRILL INTO CORBELLED SECTION OF THE MANHOLE, RING SHALL BE DRILLED PRIOR TO PLACING ON MANHOLE.
APPLY 2 BEADS OF M-1 ADHESIVE 1/2"x1/2" ON CORBAL. INSTALL DRILLED EPP RING AND ANCHOR WITH A 4" RAWL POWER BOLT UTILIZING A 2" DIAMETER FENDER WASHER. TIGHTEN UNTIL BOLT HEAD IS FLUSH WITH THE TOP OF THE 2" RING.
INSTALL 1/4" LADTECH TOPPER RING SET IN M-1 ADHESIVE AS DESCRIBED ABOVE.
DRY STACK CHIMNEY TO PROPER HEIGHT, INCLUDING SOLID HDPE TOPPER RING. PAY SPECIAL ATTENTION TO SLOPE AND USE APPROPRIATE SLOPE RINGS.
ONCE DESIRED HEIGHT AND SLOPE ARE ACHIEVED, MARK RINGS TO ALIGN DESIRED STACKING ORDER AND PLACEMENT. APPLY BEAD OF CAULK AROUND LIP OF ADJUSTING RING AND RE-STACK RINGS. APPLY 2 BEADS OF CAULK ON TOPPER RING, ONE TOWARDS THE OUTSIDE AND ONE TOWARDS THE INSIDE. TOPPER RING DOES NOT HAVE A LOCKING LIP SO BE CAUTIOUS RING DOES NOT SLIP DURING SEAL INSTALLATION.
INSTALL SEAL PER MANUFACTURES SPECIFICATIONS.
ADHESIVES: M-1 (CHEM-LINK CORP.) USED ON EPP RINGS. GUN GRADE BUTYL RUBBER ADHESIVE SEALANT ON HDPE RINGS.
SEALS: ORDER-TO-FIT ADAPTOR INTERNAL/EXTERNAL W/ RUBBER SLEEVE SEALING EXTERIOR FROM FRAME TO CORBEL.
PE WRAP: INSTALL DOUBLE 8-MIL POLYETHYLENE WRAP FROM TOP OF FRAME TO 84" MIN. DEPTH.
PROHIBITED: CRACKED RINGS; ALL FORMS OF WEDGES; BACK-PLASTERING.
EPP RINGS IN TURF:
DRILL TWO 1/2" DIAMETER HOLES 180" APART ON MANDATORY 2" THICK EPP RING (CRETEX PART NUMBER 40-27G-200). DRILL INTO CORBELLED SECTION OF THE MANHOLE, RING SHALL BE DRILLED PRIOR TO PLACING ON MANHOLE.
APPLY 2 BEADS OF M-1 ADHESIVE 1/2"x1/2" ON CORBAL. INSTALL DRILLED EPP RING AND ANCHOR WITH A 4" RAWL POWER BOLT UTILIZING A 2" DIAMETER FENDER WASHER. TIGHTEN UNTIL BOLT HEAD IS FLUSH WITH THE TOP OF THE 2" RING.
DRY STACK CHIMNEY TO PROPER HEIGHT, INCLUDING SOLID GRADE FINISH RING. PAY SPECIAL ATTENTION TO SLOPE AND USE APPROPRIATE SLOPE RINGS.
ONCE DESIRED HEIGHT AND SLOPE ARE ACHIEVED, MARK RINGS TO ALIGN DESIRED STACKING ORDER AND PLACEMENT. APPLY 2 BEADS OF M-1 IN KEYWAY AREA OF ADJUSTING RINGS AND RE-STACK RINGS.
ADJUSTING RINGS WILL BE LAG BOLTED IN 4" HEIGHT INCREMENTS WITH A 1/2" X 5" STEEL WOOD LAG BOLT AND 2" FENDER WASHER WITH BOLTS ALTERNATING 180" APART WITH EACH 4" RISE IN HEIGHT.
INSTALL SEAL PER MANUFACTURER'S SPECIFICATIONS.

FRAMES & COVERS
FRAME IN PAVEMENT: NEENAH R-1661 FRAME W/ SOLID GASKETED LID AND 2 CONCEALED PICK HOLES. CONFORM TO STANDARD SPECIFICATIONS CH. 3.5.0.
FRAME IN TURF: NEENAH R-1661 BOLT-DOWN FRAME W/ SOLID GASKETED LID AND 2 CONCEALED PICK HOLES. CONFORM TO STANDARD SPECIFICATIONS CH. 3.5.0. BOLTS COATED WITH ANTI-SEIZE COMPOUND. FRAMES TO BE ANCHORED TO CHIMNEY WITH 1/2" DIA. STEEL WOOD LAG BOLTS EXTENDING 6" INTO CHIMNEY OR TO A DEPTH THAT IS PRACTICAL FOR THE CHIMNEY HEIGHT AND SEALED WITH PERMATEX ULTRA SERIES BLACK, BLUE OR GREY SILICONE ADHESIVE.
PAVEMENT RING: NEENAH R-1979 SERIES REF. #1661-7158.
ELEVATIONS: TOP OF FRAME = BINDER GRADE; PAVING RING FOR SURFACE LIFT ADJUSTMENT.

CONNECTIONS
KOR-N-SEAL BOOTS (OR ENGINEER APPROVED EQUAL). FACTORY INSTALLED FOR NEW MANHOLES. CONFORM TO STANDARD SPECIFICATIONS CH. 3.4.7(C) AND ASTM C-425/C-443.
CONNECTIONS SHALL BE CORED. CUTTING OR BREAKING IS PROHIBITED.
BULKHEADS FOR FUTURE CONNECTIONS: CONFORM TO STANDARD SPECIFICATIONS CH. 3.2.25 AND FILE #13A.

PRE-CAST MANHOLE



SITE IMPROVEMENT PLANS FOR

ELLARETEE, LLC

VILLAGE OF GERMANTOWN, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

CONSTRUCTION DETAILS

REVISIONS BY DATE

NO.

ISSUED FOR REVIEW

PLAN DATE 04.04.19

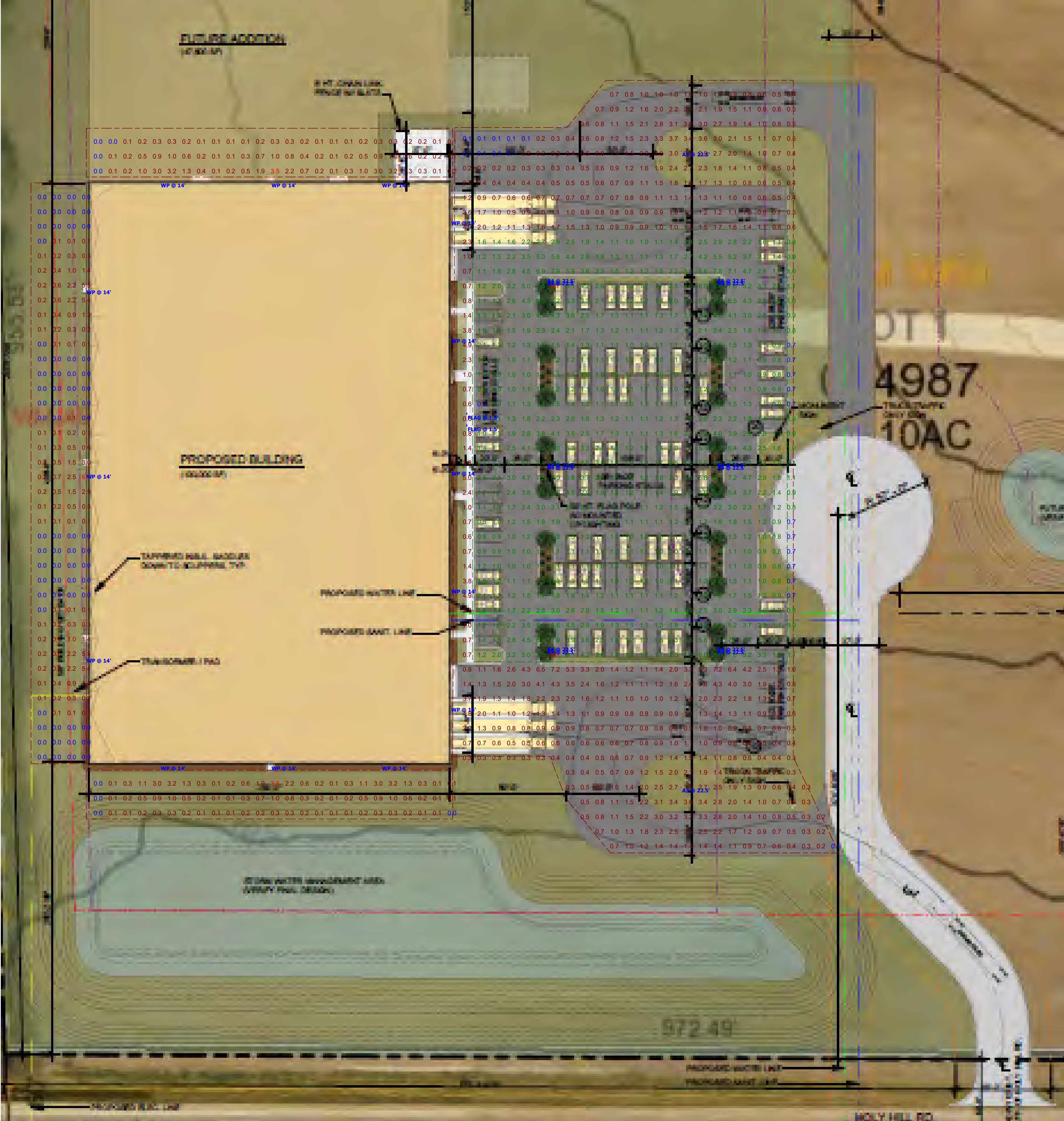
DESIGNED BY DKV

0 N/A
SCALE

PROJECT NO.
18.0034

SHEET NO.

C503



Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	A3	2	OPTEC LED LIGHTING	OLA1-120-UNV-50-3	LED AREA SERIES SMALL 120W 5000K TYPE 3, 20' POLE ON 30' BASE		1	OLA1-120-50-3.lws	16921	0.95	120
	A4	12	OPTEC LED LIGHTING	OLA1-120-UNV-50-4	LED AREA SERIES SMALL 120W 5000K TYPE 4, 20' POLE ON 30' BASE		1	OLA1-120-50-4.lws	15712	0.95	120
	WP	14	OPTEC LED LIGHTING	OLWP35-030-UNV-50-4	LED WALLPACK SERIES 3 / SMALL, 30W, 5000K		1	olwp35-030-unv-50-4.lws	3151	0.95	30.01
	FLAG	0	OPTEC LED LIGHTING	OLFL1-150-50-3K3	120-277V 50/60HZ 150W 5000K		1	OLFL1-150-50-3K3.lws	14286	0.95	151.8

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
1 PARKING	✕	2.2 fc	8.7 fc	0.7 fc	12.4:1	3.1:1
A NORTH	+	0.6 fc	3.5 fc	0.0 fc	N/A	N/A
B FRONT (EAST)	+	1.8 fc	8.7 fc	0.1 fc	87.0:1	18.0:1
C SOUTH	+	0.6 fc	3.5 fc	0.0 fc	N/A	N/A
D BACK (WEST)	+	0.5 fc	6.7 fc	0.0 fc	N/A	N/A



Luminaire Schedule				
Symbol	Tag	Qty	Lum. Lumens LLF	Description
	OC18	3	18809 0.920	MRM-LED-18L-SIL-2-40-70CRI 20' POLE W/3' CONC. BASE

Catalog # : **MRMA LED 16L 3LN DIN DIN 40 70CPI / 68903098193**
Project : **ELIARTE ROADWAY**
Prepared By : **VINING ELECTRIC**
Date : **3/5/2019**

Mirada Medium - MRM Outdoor LED Area Light

The Mirada's sleek design makes it perfectly-suited for architectural & commercial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Mirada offers high performance factory-rotatable beam optics, 5 standard CCT's, 42,000+ delivered lumens, and is available with integral **AdiLink®** wireless controls.

Features & Specifications

Optical System

- State-of-the-Art pure silicon photocell shield delivers lighting leading optical system with an integrated galvalloy to provide IP66 rated sealed optical chamber in 1 component
- Proprietary silicone reflector optics provide exceptional coverage and uniformity in IES Types 2, 3, 5, 6W, 7" and F7A.
- Silicone optical material does not yellow or crack with age and provides a light quality transmittance of 93%.
- Zero sagitt.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C137.9. Also Available in Phosphor Coated Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral Lumen (L)u option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

Electrical

- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) (standby)
- Standard Universal Voltage (120V-277V) Input 50/60 Hz or optional High Voltage (347-480V).
- LED Cabolated Life >100k Hours (See Lumen Maintenance on Page 2)
- Total harmonic distortion <20%
- Operating temperature -40°C to +50°C (+40°F to +122°F), 42L lumen package rated to +40°C.
- Power factor > .90
- Input power stays constant over life.
- Fully reliable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C82.41-2).
- High-efficiency LEDs mounted to metal-core circuit board to maximize heat dissipation.
- Terminal blocks provided accessible up to 10ga wire.
- Components are fully encased in potting material to resist moisture.
- Driver complies with FCC standards. Driver and key electronic components can easily be accessed.









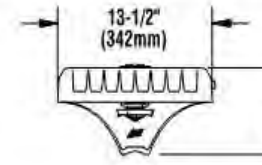


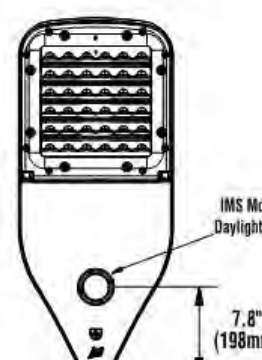
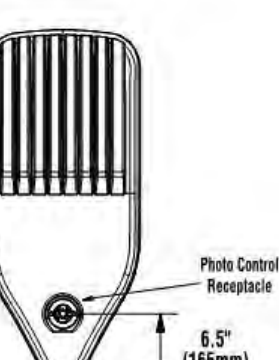






Product Dimensions



USA Industries Inc. 5000 Alameda Blvd. Cincinnati, OH 45202 | www.industrymart.com | (513) 372-3200 | sales@industrials.com | All Rights Reserved |

TYPE OC18

[illegible]

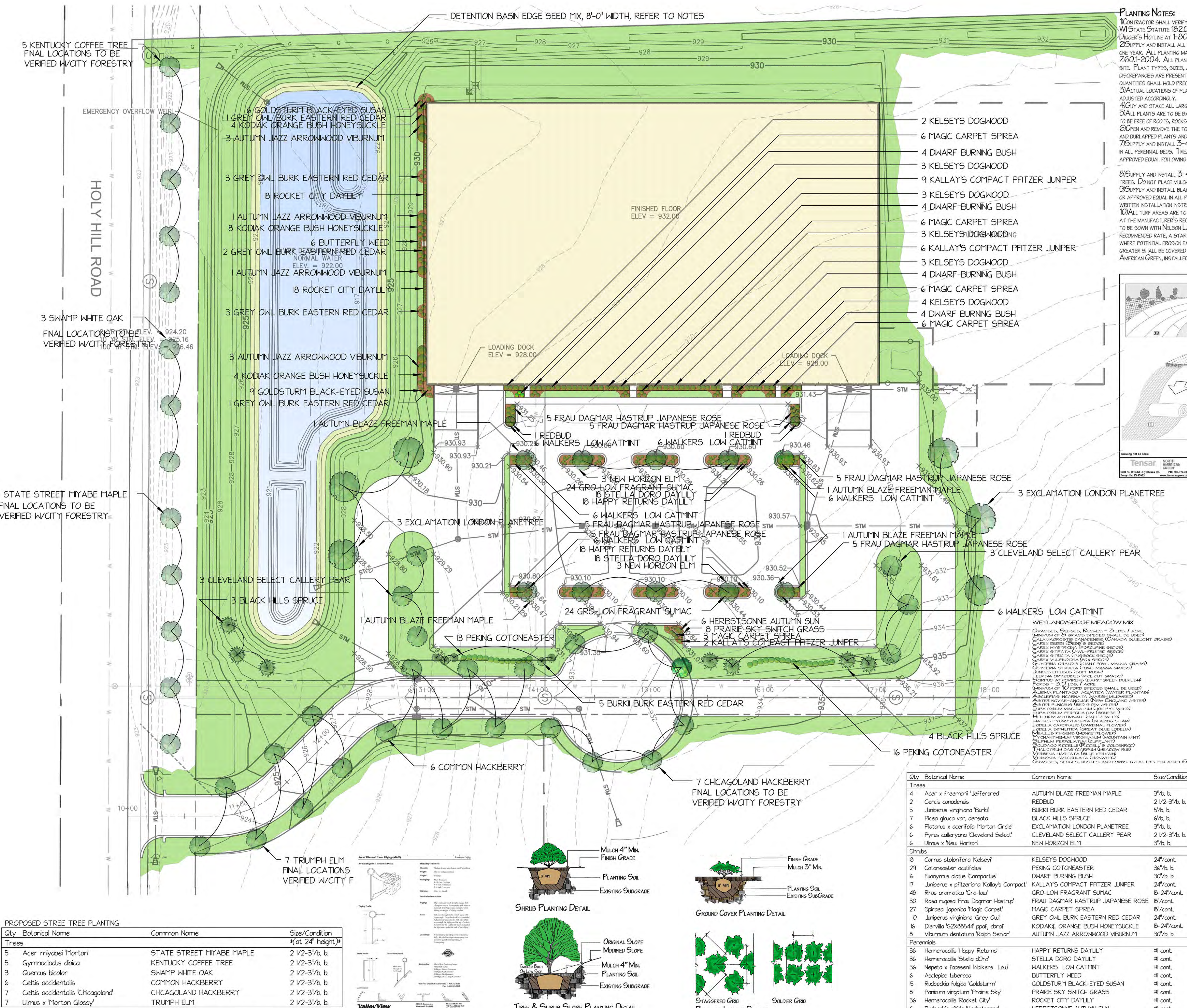
OC18 POLE

Revisions		
#	Date	Comments
1	3/6/19	REVISED WITH 18,998 LUNEN
2	4/1/19	REVISED MOUNTING HEIGHT

Drawn By: ECS
Checked By:
Date: 4/3/2019

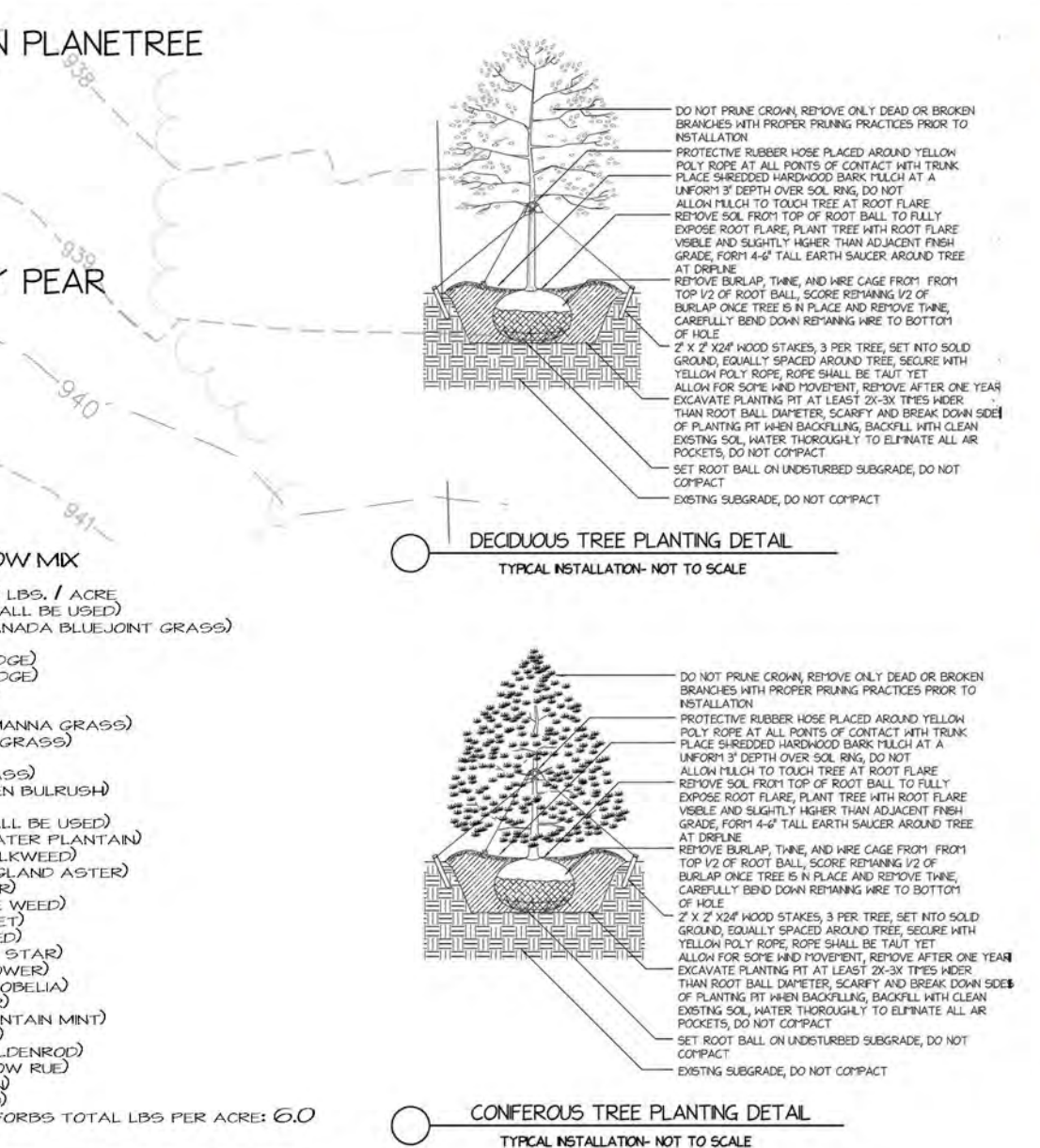
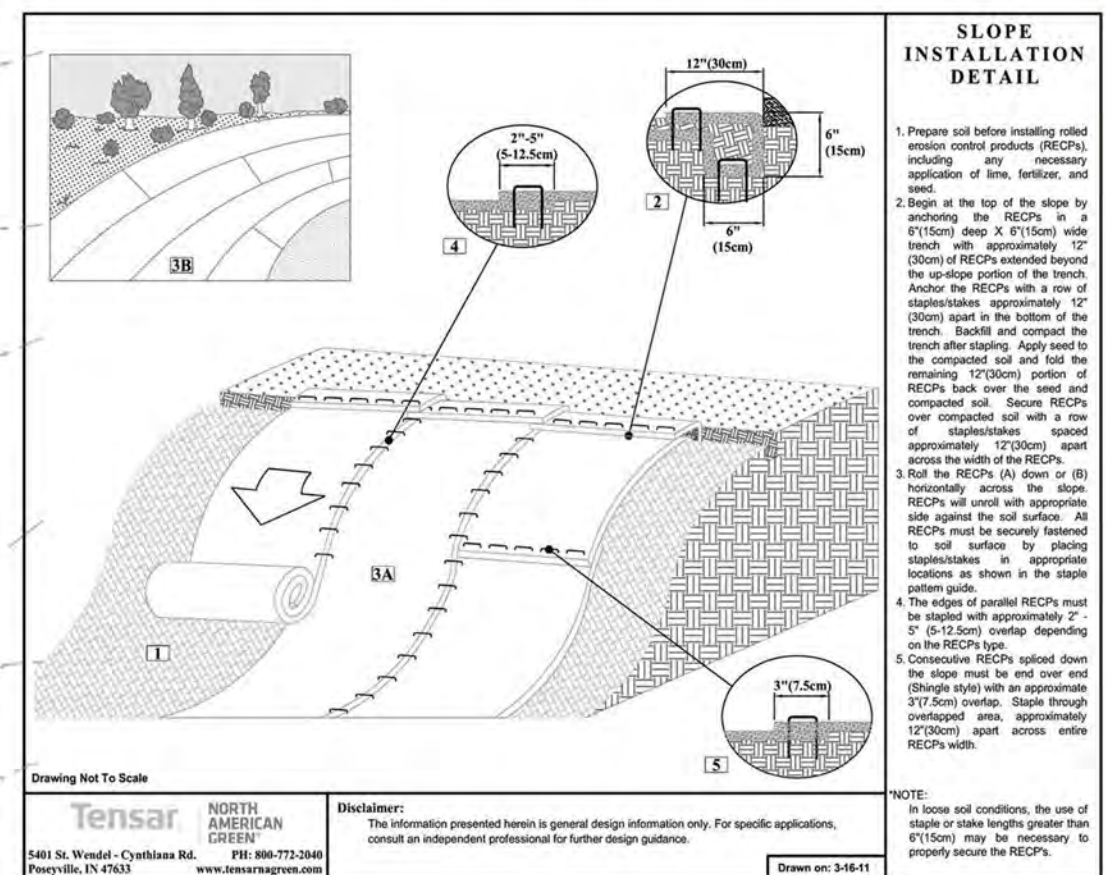
Scale: 1" = 25'

ELLARETTE WAREHOUSE
ROADWAY LIGHTING



PROPOSED STREET TREE PLANTING			
Qty	Botanical Name	Common Name	Size/Condition
Trees			
5	Acer miyabei 'Morton'	STATE STREET MYABE MAPLE	2 1/2-3'/b. b.
5	Gymnocladus dioica	KENTUCKY COFFEE TREE	2 1/2-3'/b. b.
3	Quercus bicolor	SWAMP WHITE OAK	2 1/2-3'/b. b.
6	Celtis occidentalis	COMMON HACKBERRY	2 1/2-3'/b. b.
3	Celtis occidentalis 'Chicagoland'	CHICAGOLAND HACKBERRY	2 1/2-3'/b. b.
7	Ulmus x 'Morton Glossy'	TRUMPH ELM	2 1/2-3'/b. b.

PLANTING NOTES:
1) CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES PRIOR TO COMMENCING ANY WORK ON-SITE.
2) STATE STATUTE 18.20175 REQUIRES THREE WORK DAYS NOTICE BEFORE YOU EXCAVATE. CALL DIGGER'S HOTLINE AT 1-800-242-8511.
3) SUPPLY AND INSTALL ALL WISCONSIN GROWN NURSERY STOCK. GUARANTEE ALL STOCK FOR A PERIOD OF ONE YEAR. ALL PLANTING MATERIAL IS TO MEET AMERICAN STANDARDS FOR NURSERY STOCK ANSI Z60.1-2004. ALL PLANT MATERIAL IS TO BE PLANTED IMMEDIATELY AFTER ARRIVAL AND UNLOADING ON SITE. PLANT TYPES, SIZES, AND QUANTITIES ARE ACCORDING TO THE PROPOSED PLANS. IF ANY DISCREPANCIES ARE PRESENT BETWEEN PLANT LEGEND AND GRAPHIC DEPICTION, GRAPHICALLY DEPICTED QUANTITIES SHALL HOLD PRECEDENCE.
4) ACTUAL LOCATIONS OF PLANT MATERIAL ARE SUBJECT TO FINAL SITE LAYOUT AND CONDITIONS AND MAY BE ADJUSTED ACCORDINGLY.
5) GUY AND STAKE ALL LARGE TREES AND EVERGREENS.
6) ALL PLANTS ARE TO BE BACKFILLED WITH A 50/50 MIX OF PLANT STRAW AND TOPSOIL BLEND AND IS TO BE FREE OF ROOTS, ROCKS LARGER THAN 1" IN DIAMETER, SUBSOIL DEBRIS, AND WEEDS.
7) OPEN AND REMOVE THE TOP BURLAP AND TWINE OR STRING FROM ALL BALLED AND BURLAPPED PLANTS AND SET ALL PLANTS AT FINISHED GRADE.
8) SUPPLY AND INSTALL 3-4" OF SHREDDED HARDWOOD BARK MULCH IN ALL PLANTING BEDS, AND 1-1 1/2" IN ALL PERENNIAL BEDS. TREAT ALL AREAS WITH A PRE-EMERGENT HERBICIDE (GRANULAR FORM) "TREFLAN" OR APPROVED EQUAL FOLLOWING ALL MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS.
9) ALL TURF AREAS ARE TO BE FINE-GRADED. ALL TURF AREAS ARE TO BE SEEDED, AREAS ARE TO BE SOWN AT THE MANUFACTURER'S RECOMMENDED RATES AND COVERED WITH A CLEAN OAT STRAW. TURF AREAS ARE TO BE SOWN WITH NELSON LANDSCAPE'S CUSTOM BLENDED SEED FOR LAWNS AND IS TO BE APPLIED AT THE RECOMMENDED RATE, A STARTER FERTILIZER APPLIED, AND COVERED WITH A CLEAN OAT STRAW. ANY AREAS WHERE POTENTIAL EROSION EXISTS DUE TO WIND OR WATER OR OTHER MEANS INCLUDING ALL SLOPES OF 3:1 OR GREATER SHALL BE COVERED WITH STRAW EROSION CONTROL BLANKETS "DS-150" MANUFACTURED BY NORTH AMERICAN GREEN, INSTALLED TO MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS.



Qty	Botanical Name	Common Name	Size/Condition
Trees			
4	Acer x 'Freemantle' 'Jeffersred'	AUTUMN BLAZE FREEMAN MAPLE	3'/b. b.
2	Cercis canadensis	REDBUD	2 1/2-3'/b. b.
5	Juniperus virginiana 'Burkii'	BURKI BURK EASTERN RED CEDAR	5'/b. b.
7	Picea glauca var. 'densata'	BLACK HILLS SPRUCE	6'/b. b.
6	Platanus x 'acerifolia' 'Morton Circle'	EXCLAMATION LONDON PLANETREE	3'/b. b.
6	Pyrus calleryana 'Cleveland Select'	CLEVELAND SELECT CALLERY PEAR	2 1/2-3'/b. b.
6	Ulmus x 'New Horizon'	NEW HORIZON ELM	3'/b. b.
Shrubs			
18	Cornus stolonifera 'Kelsey'	KELSEYS DOGWOOD	24'/cont.
24	Cotoneaster acutifolius	PEKING COTONEASTER	36'/b. b.
16	Euonymus alatus 'Compactus'	DWARF BURNING BUSH	30'/b. b.
17	Juniperus x 'pfitzeriana' 'Kallay's Compact'	KALLAY'S COMPACT PFITZER JUNIPER	24'/cont.
48	Rosa aromatica 'Gro-lal'	GRO-LOW FRAGRANT SUMAC	18-24'/cont.
30	Rosa rugosa 'Frau Dagmar Hastrup'	FRAU DAGMAR HASTRUP JAPANESE ROSE	18'/cont.
27	Spiraea japonica 'Magic Carpet'	MAGIC CARPET SPIREA	18'/cont.
10	Juniperus virginiana 'Grey Owl'	GREY OWL BURK EASTERN RED CEDAR	24'/cont.
16	Diervilla 'G2X88544' 'ppaf, dwarf'	KODIAK ORANGE BUSH HONEYSUCKLE	18-24'/cont.
8	Viburnum dentatum 'Ralph Senior'	AUTUMN JAZZ ARROWWOOD VIBURNUM	30'/b. b.
Perennials			
36	Hemerocallis 'Happy Returns'	HAPPY RETURNS DAYLILY	#1 cont.
36	Hemerocallis 'Stella d'Oro'	STELLA DORO DAYLILY	#1 cont.
36	Napeta x 'Fassera' 'Walkers Low'	WALKERS LOW CATMINT	#1 cont.
6	Asclepias tuberosa	BUTTERFLY WEED	#1 cont.
15	Rudbeckia fulgida 'Goldsturm'	GOLDSTURM BLACK-EYED SUSAN	#1 cont.
15	Panicum virgatum 'Prairie Sky'	PRAIRIE SKY SWITCH GRASS	#1 cont.
36	Hemerocallis 'Rocket City'	ROCKET CITY DAYLILY	#1 cont.
6	Rudbeckia nitida 'Herbstsonne'	HERBSTSONNE AUTUMN SUN	#1 cont.

NELSON

LANDSCAPE INC.

Post Office Box 823
Waukesha, WI 53187-0823
262-549-6111
262-549-9229
www.nelsonlandscape.com

Sheet Title:
LANDSCAPE PLAN

Project:
ELLARETEE, LLC

Holy Hill Road & Goldendale Rd.
GERMANTOWN, WI

Client:

FOX CITIES
NORTH Star Road 55
P.O. Box 620
Kaukauna, WI 54130
PHONE (920) 768-9795
FAX (920) 766-5004

MADISON
771 Lake Dr.
Sun Prairie, WI 53589
PHONE (608) 318-2336
FAX (608) 318-2337

MILWAUKEE
5605 Lake Ave
Wauwatosa, WI 54001
PHONE (414) 849-3141
FAX (414) 849-3181

WAUSAU
5605 Lake Ave
Wauwatosa, WI 54001
PHONE (414) 849-3141
FAX (414) 849-3181

Keller
PLANNERS | ARCHITECTS | BUILDERS
www.kellerbuilds.com

Plan Notes:

Designed By: D. K. N.
Drawn By: C. J. N.
Date: 2-19-19
Revisions: 2-25-19, 2-25-19b, 4-01-19, 4-03-19

Notice:

Copyright © 2019.
Nelson Landscape Incorporated

This landscape design plan is the sole property of Nelson Landscape Incorporated and may not be reproduced, altered, or copied in any manner or form without the permission of Nelson Landscape Incorporated. This plan may not be used for bidding purposes without prior consent by Nelson Landscape Incorporated.

This plan is subject to final on-site conditions and may be modified to account for unforeseen obstacles, other changes, or site modifications that were not made known at the time of preparation dated on this plan.

Landscape Designers & Contractors Celebrating Over Fifty Years of Outstanding Results

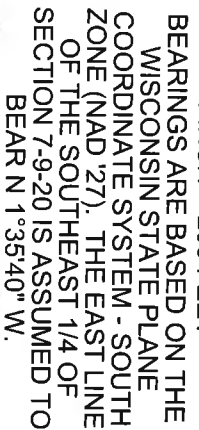
• Residential

• Commercial

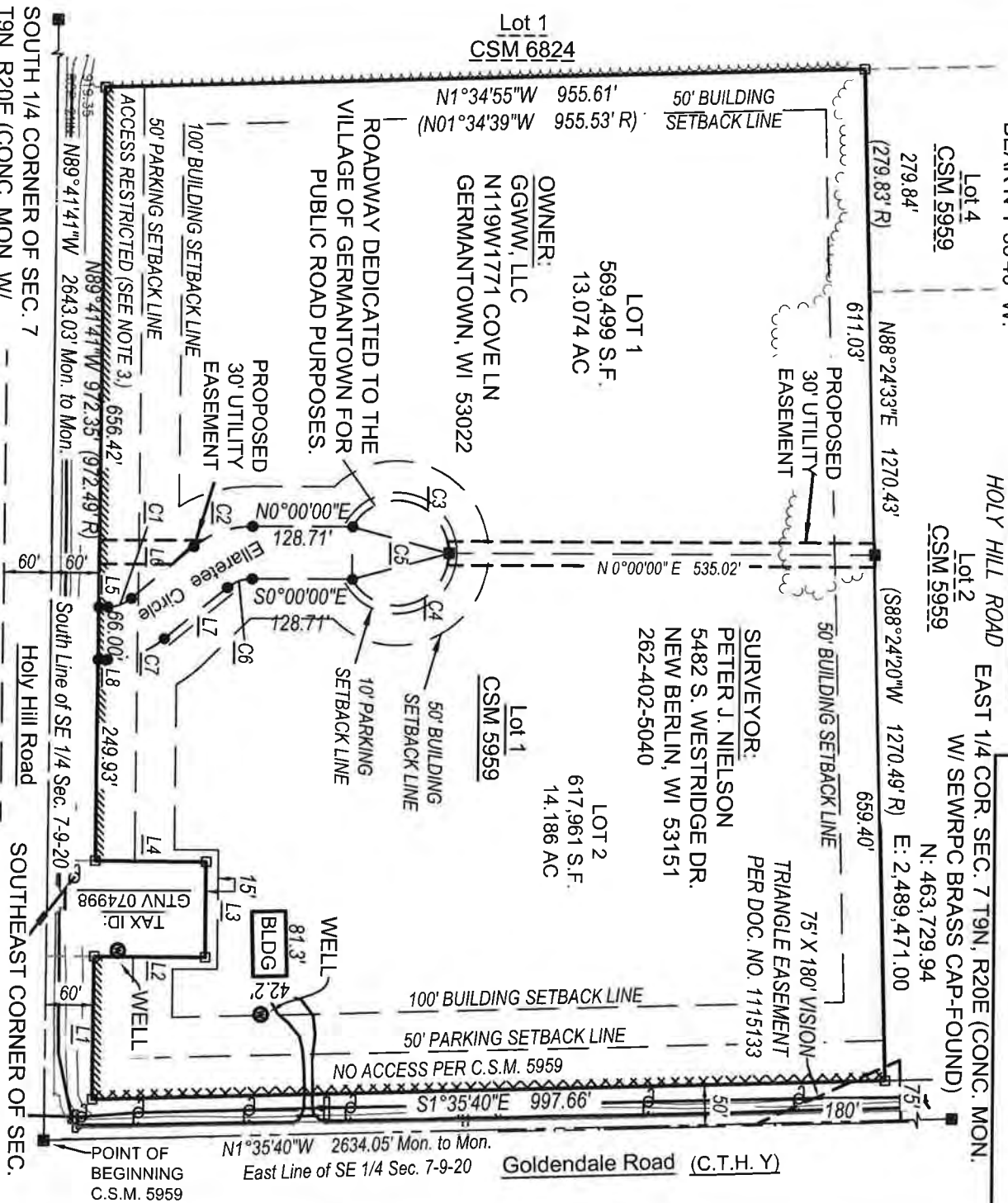
• Design/Build

SHEET L100 1 OF 1

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



SE 1/4 SEC. 7
T9N. R20E.
ROCKFIELD ROAD
GOLDENDALE ROAD
SITE



- NOTES:**
1. SEE SHEET 3 FOR LINE AND CURVE TABLES.
 2. SEE SHEET 2 FOR UTILITY EASEMENT DETAILS.
 3. ACCESS TO HOLY HILL RD. FROM LOTS 1 & 2 PROVIDED BY ROAD NAME.

■ CONCRETE MONUMENT WITH BRASS
 CAP - FOUND
 ☒ LIGHT POLE
 ☐ SIGN
 -OHW- OVERHEAD WIRE
 □ 3/4" IRON ROD- FOUND
 ■ 5/8" IRON ROD 1.04 LBS./LF - SET
 ● 1" IRON ROD 2.67 LBS./LF. - SET
 (XXX R) RECORDED AS DATA
 ☐ POWER POLE



DATE 4/2/2019
SHEET 1 OF 3

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, PETER J. NIELSON, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND
MAPPED THE FOLLOWING LAND HEREIN DESCRIBED:

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959, RECORDED AS DOCUMENT NO.
1106266, IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE, AS CORRECTED BY AFFIDAVIT OF
CORRECTION RECORDED AS DOCUMENT NO. 1115133, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4
AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY.

SAID PARCEL CONTAINS 1,224,147 SQUARE FEET OR 28.102 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION BY THE DIRECTION OF GGWW, LLC, OWNER
OF SAID LAND. THAT SUCH LAND DIVISION IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES
AND CHAPTER 18 OF THE VILLAGE OF GERMANTOWN SUBDIVISION CONTROL ORDINANCE IN SURVEYING,
DIVIDING, AND MAPPING THE SAME.

DATED THIS 2nd DAY OF APRIL, 2019.

PETER J. NIELSON
PROFESSIONAL LAND SURVEYOR #S-2527



VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE
VILLAGE OF GERMANTOWN ON THIS _____ DAY OF _____, 2019.

DEAN WOLTER, CHAIRPERSON
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

LORI JOHNSON, SECRETARY

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019
THE ABOVE NAMED _____, TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

L1	N89°41'41"W	179.89' (179.98' R)
L2	N0°18'02"E (N00°18'19"E)	140.00'
L3	N89°44'15"W (N89°41'41"W	119.90' 120.00' R)
L4	S0°23'01"W (S00°18'19"W	139.91' 140.00' R)
L5	N0°00'00"E	11.03'
L6	N39°46'46"W	101.53'
L7	S39°46'46"E	101.53'
L8	S0°00'00"W	11.38'

CURVE	L	R	A	C.L.	L.C.B.
C1	32.63'	47.00'	39°46'46"	31.98'	N19°53'23"W
C2	78.45'	113.00'	39°46'46"	76.89'	N19°53'23"W
C3	172.79'	66.00'	150°00'00"	127.50'	S15°00'00"W
C4	172.79'	66.00'	150°00'00"	127.50'	S15°00'00"E
C5	345.58'	66.00"	300°00'00"	66.00'	N90°00'00"E
C6	32.63'	47.00'	39°46'46"	31.98'	S19°53'23"E
C7	78.45'	113.00'	39°46'46"	76.89'	S19°53'23"E

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5959 IN THE EAST 1/2
OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE
SAME, IS HEREBY APPROVED AND THE DEDICATION OF THAT PART OF ELLARETEE CIRCLE FOR PUBLIC
ROAD PURPOSES SHOWN ON SHEET 1 OF 3 IS HEREBY ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES
OF THE VILLAGE OF GERMANTOWN ON THIS _____ DAY OF _____, 2019.

DEAN WOLTER, PRESIDENT

DEANNA BRAUNSCHWEIG, VILLAGE CLERK

**STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)**

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019

THE ABOVE NAMED _____, TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE OF DEDICATION:

GGWW, 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 PLAT TO BE SURVEYED, DIVIDED, MAPPED AND
DEDICATED AS REPRESENTED ON THIS PLAT.

AS OWNERS, WE HEREBY DEDICATE THAT PART OF ELLARETEE CIRCLE TO THE VILLAGE OF GERMANTOWN
FOR PUBLIC ROAD PURPOSES AS REPRESENTED ON SHEET 1 OF 3 OF THIS CERTIFIED SURVEY MAP.
GGWW, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE
SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1. VILLAGE OF GERMANTOWN

WITNESS THE HAND AND SEAL OF SAID OWNER THIS _____ DAY OF _____, 2019.

IN PRESENCE OF: _____
GGWW, LLC

MICHAEL ESSER, JR.

GREG LARSON

**STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)**

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019

THE ABOVE NAMED _____, TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____





New Dimensions of Excellence in Engineering Plastics

W141 N9250 Fountain Blvd.
Menomonee Falls, WI 53051-1648
(262) 255-2600
Fax: (262) 255-2761
Toll Free 800-367-9122
<http://www.dielectriccorp.com>

Dielectric Corporation Plan of Operations

Dielectric is a contract manufacturing company established in 1966. We have 100 employees spread over two shifts. The first shift runs from 6:30am to 3:30pm with 80 employees and the second shift runs from 3:00pm to 11:30pm. Our work week is typically Monday through Friday with the occasional Saturday dependent on the workload. We have approximately 1-3 trucks at receiving per workday and 1-3 trucks shipping per workday. We do not have any sound or odor associated with our production.

Michael Esser Jr.

March 8, 2019



Community Development Department

1. CUP: Additional information about the operation would be helpful:
 - a. What does a “contract manufacturing company” actually produce? **Plastic & Non-Ferrous Metal Parts**
 - b. What materials, machinery, etc. are used in the manufacturing process? **Plastics & Non-Ferrous Metals to manufacture parts on CNC Routers, Lathes & Mills.**
 - c. Is there outdoor storage proposed? If so, where, what type, how screened? **No outside storage**
 - d. Is there any dust or machinery vibration associated with the operation? **There is dust which is collected by a fan suction system, there is no vibration created by the processes.**
 - e. Is there any hazardous or flammable products to be stored on the premises? If so, what type, quantities, etc.? **4 chemical cabinets contain varnishes, plastics which will be protected by an additional fire protection system.**
2. CUP: More explanation and information is needed regarding the dust collection system:
 - a. Please explain why the dust collection system is needed and why it is required to be greater than 45 feet tall. Why can't a system that falls below the maximum height allowance be installed? **The dust collection system is required to reduce the air-borne particulates inside the plant for employee safety, the system is existing and will be relocated to the new building.**
 - b. The application indicates a height of 60 feet... does that include the base structure that it is mounted to? **The system is 48'-10" tall including base structure.**
 - c. If the system is 60 feet tall, the elevations on Sheet A2.0 need to be revised... they do not accurately present the height of the system relative to the building height. A separate sheet accurately depicting the system height vs. the building height is acceptable. **The system is 48'-10" tall and depicted correctly on the drawings.**
 - d. Please explain how the system functions, when and how long it runs, what is the sound decibel level outside the building when it is running both near the system base and at the property lines. **The system has flexible ducts from each machine inside the facility, the external part of the system draws the dust out of the building into recycle containers. The decibel level at the system is 80db and 68db at the property line.**
 - e. What color will the system be painted? **Yes, it will be painted to match the main color of the building.**
 - f. What screening will be provided around the base, top of the unit, etc. **No screening is proposed.**
 - g. If you intend to argue that the system will not be visible from the public right-of-way and/or surrounding property, include visual evidence or accurate renderings to support your argument. **The system is 10'-0" in**

ADDRESS

W204 N11509 Goldendale Road
Germantown, WI 53022

PHONE

262.250.9710 1.800.236.2534

FAX

262.250.9740

WEB SITE

www.kellerbuilds.com



diameter and is setback 480'-0" from Holy Hill Road. We will provide renderings.

3. CSM: Why "future" utility easements on the CSM... isn't the CSM be used to create the easements? **The CSM will be revised as per Village comments below.**
4. CSM: minimum building & parking setbacks need to be shown or noted for each lot in the CSM: **The CSM will be revised as per Village comments below.**
 - a. Building setback from Mequon Road & Goldendale Road: 100 feet
 - b. Parking setback from Mequon Road & Goldendale Road: 50 feet
 - c. Building setback from internal road: 50 feet
 - d. Parking setback from internal road: 10 feet
 - e. Building & parking setback from west & north property lines: 50 feet
5. CSM: Personal names for streets in the Village are generally not allowed. **The CSM will be revised as per Village comments.**
6. CSM: An access restriction to Holy Hill Road from Lot 1 & Lot 2 needs to be shown on the CSM. Access to Holy Hill road is provided by the internal cul-de-sac. **The CSM will be revised as per Village comments.**
7. Sign: 11. Signage is not adequately addressed. Please indicate if signage will be handled under a separate and future sign permit application. The sign rendering included with the supporting documents is not sufficient for a sign permit application. If the owner intends to get approval for a monument sign with the site plans, a separate application with more detailed information needs to be provided: **Signage will be handled under a separate and future sign permit application.**
 - a. Confirm location meets minimum 5' setback from property line
 - b. The sign is required to be mounted on a base of same/similar materials as the primary building
 - c. Minimum 5" height of address coordinates
 - d. Details on external lighting (flood lights require shielding and screening)
 - e. Landscaping required; current landscape plan shows one street tree nearby and in front of sign placeholder shown on site plan
8. Site Plan: The proposed mounting height of fixtures on the poles in the parking area is 27.5 feet and in the cul-de-sac right-of-way 28 feet; however, the maximum fixture height allowed is 25' including any concrete bases. The lighting plan needs to revise accordingly. **Will revise.**
9. Site Plan: The proposed landscaping needs to be addressed: **Will revise.**
 - a. Additional street trees are required along Holy Hill Road (13 total) and along the cul-de-sac (20 total) in an amount equal to 1 tree per 50 feet of frontage. Said trees can be planted in groupings or spaced equally across the frontage.
 - b. The Village Forester will review the plans and is likely to point out the need to plant the trees as close to the ROW line as possible.
 - c. All landscaping is required to meet a minimum planted size of 2.5' to 3" for deciduous trees and 6'-8' for evergreen trees.
 - d. As previously discussed, additional plantings are needed along the south side elevation of the building. The landscape plan doesn't match the rendering... much more landscaping shown in the rendering. Revise the plan according.
 - e. Plantings are required along the parking lot edges facing the cul-de-sac.

ADDRESS

W204 N11509 Goldendale Road
Germantown, WI 53022

PHONE

262.250.9710 1.800.236.2534

FAX

262.250.9740

WEB SITE

www.kellerbuilds.com



10. A materials board is required. It can be delivered to the Planning & Zoning counter at Village Hall any time before, or brought with you to, the Plan Commission meeting. **Will provide.**
11. A roof plan sheet is required if there will be any roof-mounted mechanicals. The rendering clearly shows RTU's visible from off site. What type of screening will be provided? If you intend to argue that the RTU's will not be visible from the public right-of-way and/or surrounding property, include visual evidence or a site line analysis with renderings to support your argument. **Will provide.**
12. The building architecture continues to appear bland with little articulation. While the blue accents and two-color gray scheme appear contrasting in the elevations, I fear that the actual tone difference in the two gray colors will not be enough to distinguish one from the other... leaving only the blue accents in a wash of gray. **Will revise.**
13. No details for the dumpster/trash enclosure are provided. Village guidelines for dumpster enclosures are as follows: **Will revise.**
 - a. The enclosure area shall be large enough to accommodate the dumpster and be located on the lot with adequate space for access and maneuverability by the collection service. Generally, an enclosure should be located in the rear or side yard of a lot. There shall not be any type of enclosure or container(s) stored in the front yard.
 - b. The enclosure shall be placed on a concrete pad with a minimum concrete depth of four inches (4").
 - c. The enclosure area shall be screened on three (3) sides by a wall from view from public streets and abutting properties.
 - d. The walls shall be constructed in a durable fashion of brick, stone or other masonry materials compatible with the principal building. The gate shall be an opaque type material of either wood, concrete, vinyl or chain link with privacy slats (wooden fencing must be of the "shadow box" design).
 - e. The height of the enclosure shall fully enclose the container(s) and should generally not exceed eight feet (8') in height (unless necessitated by the height of the container).
 - f. The enclosure shall be constructed in such a manner that all structural members, including braces, posts, poles and other projections, shall be on the interior side of the fence.
 - g. Drains that connect to the sanitary system are not permitted within an enclosure area. Drains that connect to a storm water drainage system may be allowed; contact the Village Engineer.
 - h. All enclosure areas shall include landscaping comprised of evergreen and deciduous trees & shrubs. Said landscaping shall be integrated with landscaping of the entire lot and included in the overall landscape plan for the lot.

ADDRESS

W204 N11509 Goldendale Road
Germantown, WI 53022

PHONE

262.250.9710 1.800.236.2534

FAX

262.250.9740

WEB SITE

www.kellerbuilds.com



Fire Department

1. Approved water supply with fire hydrants is required with intervals at approximately 400' apart. At this time, the existing water supply to the new hydrants at the Goldendale Road@ Holy Hill Road intersection is incomplete and untested. Per NFPA 1 Chapter 18.
2. A paved sidewalk around the entire building is required for GFD access connecting to a hard surface on the east side. Fire standpipes are required/will be installed in the factory and warehouse areas at all exit doors. **Will review with the Fire Department.**
3. A Knox Box shall be installed at a location to be determined by GFD. **Will be supplied.**
4. Fire sprinkler and alarms are required by IBC based on occupancy class. **Will be supplied.**

Public Works/Village Engineer/Village Surveyor

1. Comments from the Village Surveyor regarding the CSM are contained in a separate review memo dated March 18, 2019 (copy attached).
2. Comments regarding storm water management, roads, and utilities will be provided in a separate memo prepared by the Village Engineer. That review memo will be sent to you when completed (hopefully later this week).

Village Forester

- a. Street Trees – substitute Swamp White Oak for Red Oak and Chicagoland Hackberry for Greenspire Linden **Will be supplied.**

Sanitary comments

- a. Need sanitary details to be shown on the plans.

Water comments

- a. Please see the comments on the attached PDF.

Engineering comments

- a. It does not appear that any of the plans are to scale. Please provide scaled plans for review. **Will be supplied.**
- b. The storm water detention pond's outlet structure discharges almost directly over the electric, gas, and telephone utilities. The outlet should be relocated to discharge a minimum of 20 feet from utilities. **Will revise.**
- c. Ray Esser Way design requirements include: **Will revise.**
 - i Designated left turn lane onto Holy Hill Road
 - ii The appropriate turning radius for truck traffic turning west onto Holy Hill Road
 - iii 30-inch vertical face curb
 - iv 10-inches of 1-1/4" inch dense graded crushed aggregate for the base
 - v 3-inches of 3MT 58-28H asphaltic cement for the binder

ADDRESS

W204 N11509 Goldendale Road
Germantown, WI 53022

PHONE

262.250.9710 1.800.236.2534

FAX

262.250.9740

WEB SITE

www.kellerbuilds.com



Keller

Planners | Architects | Builders
With Offices in the Fox Cities, Madison,
Milwaukee & Wausau

- vi Two (2) lifts of 2-inches of 4MT 58-28H for the surface
- vii Storm sewer inlets at station 10+50 to prevent runoff from entering Holy Hill Road.
- viii Catch basins are not required to have sumps.
- d. 6-inches of topsoil is to be used for all areas around the pond that are not below the permanent pool elevation. **Will revise.**
- e. Propex Landloc 300 is to be specified 20-feet from toe of pond emergency spillway's backslope. **Will revise.**
- f. Show designs for rip-rap at discharge points. The proposed designs will have erosion problems due to width and length rip-rap pad. **Will revise.**
- g. The landscape plan calls for some trees to be planted on or immediately adjacent to storm sewer. Please adjust accordingly. **Will revise.**
- h. Overland flow paths for the 100-year event are to be shown on the plans. **Will revise.**
- i. Ditch sizing calcs are to be provided for the overland flow route on the west side of the building. **Will revise.**
- j. What storm event are the storm sewers and storm sewer inlets sized for? **See revised plans.**
- k. CB 1.0 and CB 8.0 have a high probability of being surcharged in larger storm events. What is the hydraulic grade line elevation for the 10, 25, and 100-year events? **See revised plans.**
- l. How does the building's roof drain? The architectural drawings do not show scuppers. Is the building internally or externally drained? **The building roof will be internally drained with lamb's tongue outlets on the west façade draining to the swale.**
- m. Please address concerns regarding snow storage locations, as they may impact drainage, landscaping, and parking. Snow storage locations are to be called out on the plans. **Will revise.**
- n. The parking lot configuration has problems with internal movements. It is highly recommended that the lot be reconfigured to allow for an exclusive drive aisle, rather than having four drive aisles converge just off the cul-de-sac. **Design will remain as this works well with Owner's use.**
- o. The proposed parking lot will be very difficult to accurately construct with mostly spot elevations at curbs and inlets. The inverted crown will also create maintenance issues in the future. It is highly recommended that the lot be redesigned to improve drainage, as well as improve the ability for it to be accurately constructed. **Additional elevations will be added to improve constructability.**
- p. The parking stalls on the far north and south end of the lot will be in the way of truck turning movements. It appears three stalls on each end of the lot, for a total of six stalls, should be removed to accommodate truck traffic. **Will revise.**
- q. Sidewalk that is back of curb is to be a minimum 6 feet in width. Currently it is shown as having 5-foot widths on the plans. **Sidewalk width is dimensioned on sheet C1.0 as 6'-0"**
- r. Pavement design for the parking areas is to be provided for review. **See revised plans.**
- s. A detailed erosion control/sequencing plan is required. **See revised plans.**

ADDRESS

W204 N11509 Goldendale Road
Germantown, WI 53022

PHONE

262.250.9710 1.800.236.2534

FAX

262.250.9740

WEB SITE

www.kellerbuilds.com



- t. A stormwater maintenance agreement is required. **Will be addressed in Developer's Agreement.**
- u. It is recommended that doors into the locker rooms, off the shop break room, be eliminated to improve privacy.

Certified Survey Map

1. Remove 1' contours and any topographic mapping data from Sheet 1. Not required. **Will revise.**
2. Minimum text size is a 12-point font. The use of anything smaller and the Washington County Register of Deeds will not record the document. Upgrade all the small text on the map sheets. **Will revise.**
3. Public utility easements locations are based on the as-built or record drawing locations of the pipe after construction has been completed. Show the utility easements as "Proposed" locations on the CSM. **Will revise.**
4. Also, the easement metes and bounds descriptions shown on sheet 3 of 4 are not needed at this time. See Number 4 below. **Will revise.**
5. A separate easement document and exhibit will be used after the utility has been installed. The Village can provide a template easement document in a Word format with the terms and conditions of the easement for your use. All easements are approved by the Engineering Department, the Village Attorney and both the Public Works and Highway Committee and Village Board. The Village will have the easement recorded after the Village Board has approved the easement. Recording fees will be invoiced to the Owner **Will revise.**
6. USPLSS monuments are brass caps in concrete, not cast iron. Please revise all descriptions to monument types. **Will revise.**
7. Lines L6 and L7 need to be a minimum of 100' in length. Village road design standards require 100' minimum tangent length between curves. **Will revise.**
8. Graphically show and dimension building setback lines on both lots. **Will revise.**
9. The east line of proposed Lot 2 (west line of Goldendale Road) is access restricted per CSM 5959. Indicate by (xxxxxxx) along that line and a note of the restriction. **Will revise.**
10. A notary signature block is required for all signatures including the Owner's Certificate and Village approval certificates. Please add two (2) to the document. **Will revise.**
11. All signatures need to have printed names and written signatures for the certificates otherwise the Register of Deeds will not record the document. **Will revise.**
12. The name, address, telephone number of the professional land surveyor preparing the document is required and needs to be retired. **Will revise.**
13. The use of proper names for street names is not allowed. "Ray Esser Way" needs to be replaced with something approved by the Village Planner and/or Planning Commission. **Will revise to Ellaretee Circle.**
14. Please indicate the point of beginning. **Will revise.**

ADDRESS

W204 N11509 Goldendale Road
Germantown, WI 53022

PHONE

262.250.9710 1.800.236.2534

FAX

262.250.9740

WEB SITE

www.kellerbuilds.com



Keller
Planners | Architects | Builders
*With Offices in the Fox Cities, Madison,
Milwaukee & Wausau*

Document Approval and Recording

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

This includes the CADD file. **Will provide.**

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

Document Submittals and Data Conversion

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

Prior to Recording the Certified Survey Map or Subdivision Plat

The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2018 on compact disk (CD) or via email to the Village Surveyor.

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

The model space of the drawing will be done in Wisconsin State Plane Coordinate System, South Zone (NAD 1927 datum) and the Grid Bearing basis. **Will provide.**

Prior to Recording the Certified Survey Map or Final Subdivision Plat

The Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

ADDRESS

W204 N11509 Goldendale Road
Germantown, WI 53022

PHONE

262.250.9710 1.800.236.2534

FAX

262.250.9740

WEB SITE

www.kellerbuilds.com



Catalog Number: NU8980-O-KK
Item Description: 200A 4T RL MTR DB PED
UPC Code: 784572181823

Brand Name: Milbank
Type: Ringless Meter Socket
Application: Meter Socket With Load Center
Standard: UL Listed
Voltage Rating: Up to 240 Volts Alternating Current
Amperage Rating: 200 Continuous Ampere
Phase: 1 Phase
Frequency Rating: 60 Hertz
Number Of Cutouts: 0
Cutout Size: Breaker Provision
Cable Entry: Underground
Terminal: Single Mechanical Line Side and Single Mechanical Load Side
Mounting: Pedestal
Enclosure: Type 3R, G90 Galvanized Steel with Powder Coat Finish



Additional Specifications: Number of Jaws:4 Terminal
 Hub Opening and Closing Plates:Plain Top
 Hub Opening and Closing Plates:Plain Top
 Hub Opening and Closing Plates:Plain Top
 Hub Opening and Closing Plates:Plain Top
 Hub Opening and Closing Plates:Plain Top

Utility requirements may vary. Always consult the serving utility for their requirements prior to ordering or installing this equipment. This product must always be installed by a licensed electrician. Installation of this equipment may require local electrical inspector approval.

Area Series (Small)

The OLA1 Small Series is a stylish aerodynamic area luminaire that fits within today's accepted design form factors. Excellent optical performance is achieved with Lumileds brand LED's and engineered discrete optics. LED life is assured through efficient thermal coupling and dissipation via a durable, pressure die cast, low-copper alloy, aluminum housing. Engineered to last, all gaskets are anti-UV, anti-aging with no harmful out-gassing. All models come standard with a universal pole mount bracket or an optional wall surface box. Luminaires are available with a number of options including alternate CCT choices, finishes, photocells and occupancy sensors.

FEATURES

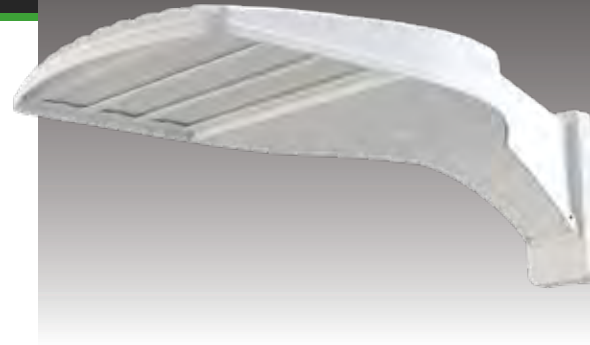
- LED Brand: Lumileds
- Color Temperatures: 4000K & 5000K (Other CCTs are available upon request.)
- CRI: 70
- Lumen Maintenance: L70 = 50,000 hours
- Full Cutoff (meets IDA criteria)
- Operating Temperature: -40°C (-40°F) to 40°C (104°F)
- Durable All Aluminum Pressure Die Cast Housing
- Long Life Durable Powder Coat Finish Custom colors are available upon request
- IP65 Rated (wet listed)
- Mounting: Universal Round or Square Pole, Wall Surface Box

ELECTRICAL SPECIFICATIONS

- Power Input: 120-277V (347-480V Optional)
- Power Factor: > 0.95
- THD: < 15%
- Surge Protection: 10 kV
- Control Options: 0-10V Dimming standard (Photocell and Occupancy Sensors Optional)

TESTS & CERTIFICATIONS

- ETL (UL 1598)
- CSA (C22.2 No.250.0)
- RoHS Compliant
- Design Lights Consortium (Premium)



WARRANTY

- 10-Year Warranty (parts or replacement)

PERFORMANCE SPECIFICATIONS

Distribution	Model / Wattage	Lumens		Bug Rating		
		4000K	5000K	B	U	G
Type 2	OLA1-080	10,801	10,960	3	0	1
	OLA1-120	15,840	16,200	3	0	2
	OLA1-150	19,800	20,250	3	0	2
Type 3	OLA1-080	11,600	11,760	2	0	2
	OLA1-120	16,561	16,920	3	0	2
	OLA1-150	20,549	21,000	3	0	2
Type 3L	OLA1-080	10,799	10,960	3	0	3
	OLA1-120	15,960	16,199	3	0	3
	OLA1-150	19,800	20,249	4	0	3
Type 3R	OLA1-080	10,799	10,960	3	0	3
	OLA1-120	15,960	16,198	3	0	3
	OLA1-150	19,800	20,250	4	0	3
Type 4	OLA1-080	11,596	10,794	2	0	2
	OLA1-120	15,472	15,712	2	0	2
	OLA1-150	19,046	19,349	3	0	2
Type 4L	OLA1-080	10,800	10,960	3	0	3
	OLA1-120	16,080	16,320	3	0	3
	OLA1-150	19,800	20,250	4	0	4
Type 4R	OLA1-080	10,800	10,960	3	0	3
	OLA1-120	16,080	16,320	3	0	3
	OLA1-150	19,781	20,250	4	0	4
Type 5	OLA1-080	10,0032	10,185	4	0	3
	OLA1-120	15,049	15,278	4	0	3
	OLA1-150	18,811	19,097	5	0	4

Voltage (V)	Current (A)		
	80W	120W	150W
120	0.67	1.00	1.25
208	0.38	0.58	0.72
240	0.33	0.50	0.63
277	0.29	0.43	0.54
347	0.23	0.35	0.43
480	0.17	0.25	0.31

ORDERING INFORMATION

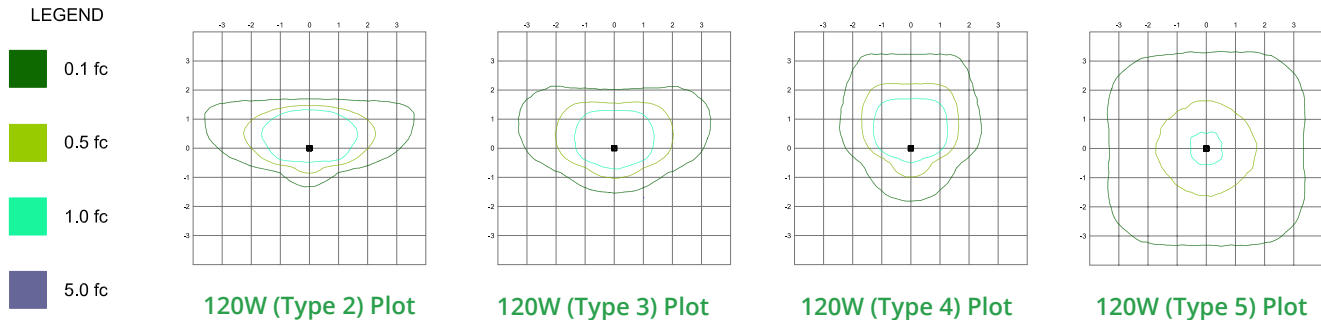
EXAMPLE: OLA1-120-UNVL-50-4-SQ-BZ-PR-TL12

SERIES	WATTAGE	VOLTAGE	COLOR TEMP	DISTRIBUTION	MOUNT	FINISH	CONTROL / OPTIONS
OLA1 = Optec LED Area Light	080 = 80W 120 = 120W 150 = 150W	UNVL = 120-277V UNVH = 347-480V	30 = 3000K ⁴ 40 = 4000K 50 = 5000K	2 = Type 2 3 = Type 3 3L = Type 3 Left 3R = Type 3 Right 4 = Type 4 4L = Type 4 Left 4R = Type 4 Right 5 = Type 5	SQ = Square Pole ³ RD = Round Pole ³ WM = Wall Mount ^{1,3} TA = Tenon Adapter ³	WH = White BZ = Dark Bronze ³ BL = Black NA = Natural Aluminum CC = Custom Color	OS = Occupancy Sensor PR = Photocell Receptacle PR3 = Photocell Receptacle for 3-pin Photocell PR5 = Photocell Receptacle for 5-pin Photocell WC = Wireless Control HS = House Side Shield TL12 = Twist Lock Photocell 120V ² TL24 = Twist Lock Photocell 240V ² TL27 = Twist Lock Photocell 277V ² TL28 = Twist Lock Photocell 208V ² TL34 = Twist Lock Photocell 347V ² TL48 = Twist Lock Photocell 480V ² TLSC = Twist Lock Shorting Cap

1 - WM option requires SQ pole mount bracket.
2 - Photocell Default = Fail in "ON" mode (Unless Otherwise Specified)
3 - See OLA1 Accessories Sheets
4 - (Optional) Contact Factory for Lead-Time and Pricing

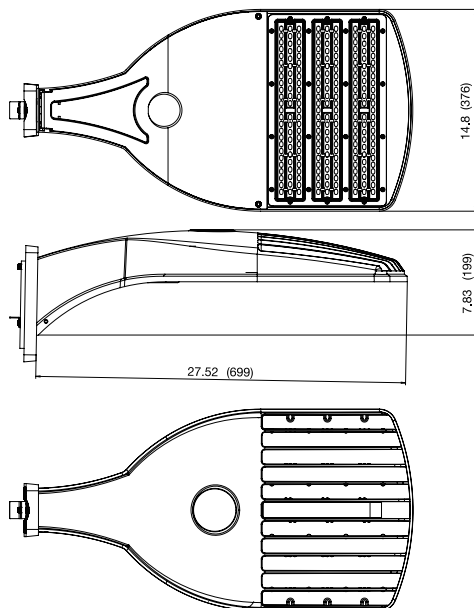
PHOTOMETRIC PERFORMANCE

Isofootcandle plots = OLA1 120W model in 5000K CCT @ 30' mounting height. Distances are in units of mounting height.



Published luminaire photometric testing performed to IESNA-79-08 standards

DIMENSIONS, WEIGHTS & EPA



Wattage	80W	120W	150W
Length (in" / mm)	27.52" / 699	27.52" / 699	27.52" / 699
Width (in" / mm)	14.8" / 376	14.8" / 376	14.8" / 376
Height (in" / mm)	7.83" / 199	7.83" / 199	7.83" / 199
Weight (lbs / kg)	19.4 / 8.8	19.4 / 8.9	20 / 9.1

Wattage	Effective Projected Area (EPA) in ft ²				
80	0.96	1.92	1.81	2.77	3.63
120	0.96	1.92	1.81	2.77	3.63
150	0.96	1.92	1.81	2.77	3.63

Area Series (Small)

The OLA1 Small Series is a stylish aerodynamic area luminaire that fits within today's accepted design form factors. Excellent optical performance is achieved with Lumileds brand LED's and engineered discrete optics. LED life is assured through efficient thermal coupling and dissipation via a durable, pressure die cast, low-copper alloy, aluminum housing. Engineered to last, all gaskets are anti-UV, anti-aging with no harmful out-gassing. All models come standard with a universal pole mount bracket or an optional wall surface box. Luminaries are available with a number of options including alternate CCT choices, finishes, photocells and occupancy sensors.

FEATURES

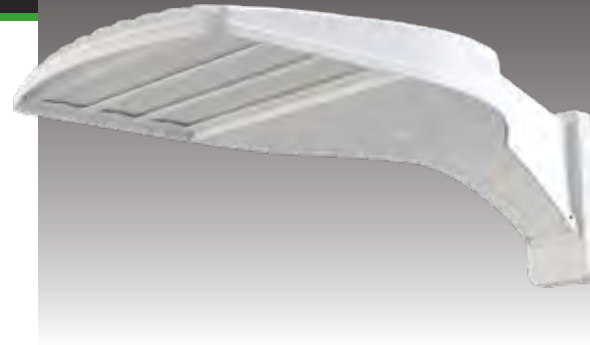
- LED Brand: Lumileds
- Color Temperatures: 4000K & 5000K (Other CCTs are available upon request.)
- CRI: 70
- Lumen Maintenance: L70 = 50,000 hours
- Full Cutoff (meets IDA criteria)
- Operating Temperature: -40°C (-40°F) to 40°C (104°F)
- Durable All Aluminum Pressure Die Cast Housing
- Long Life Durable Powder Coat Finish Custom colors are available upon request
- IP65 Rated (wet listed)
- Mounting: Universal Round or Square Pole, Wall Surface Box

ELECTRICAL SPECIFICATIONS

- Power Input: 120-277V (347-480V Optional)
- Power Factor: > 0.95
- THD: < 15%
- Surge Protection: 10 kV
- Control Options: 0-10V Dimming standard (Photocell and Occupancy Sensors Optional)

TESTS & CERTIFICATIONS

- ETL (UL 1598)
- CSA (C22.2 No.250.0)
- RoHS Compliant
- Design Lights Consortium (Premium)



WARRANTY

- 10-Year Warranty (parts or replacement)

PERFORMANCE SPECIFICATIONS

Distribution	Model / Wattage	Lumens		Bug Rating		
		4000K	5000K	B	U	G
Type 2	OLA1-080	10,801	10,960	3	0	1
	OLA1-120	15,840	16,200	3	0	2
	OLA1-150	19,800	20,250	3	0	2
Type 3	OLA1-080	11,600	11,760	2	0	2
	OLA1-120	16,561	16,920	3	0	2
	OLA1-150	20,549	21,000	3	0	2
Type 3L	OLA1-080	10,799	10,960	3	0	3
	OLA1-120	15,960	16,199	3	0	3
	OLA1-150	19,800	20,249	4	0	3
Type 3R	OLA1-080	10,799	10,960	3	0	3
	OLA1-120	15,960	16,198	3	0	3
	OLA1-150	19,800	20,250	4	0	3
Type 4	OLA1-080	11,596	10,794	2	0	2
	OLA1-120	15,472	15,712	2	0	2
	OLA1-150	19,046	19,349	3	0	2
Type 4L	OLA1-080	10,800	10,960	3	0	3
	OLA1-120	16,080	16,320	3	0	3
	OLA1-150	19,800	20,250	4	0	4
Type 4R	OLA1-080	10,800	10,960	3	0	3
	OLA1-120	16,080	16,320	3	0	3
	OLA1-150	19,781	20,250	4	0	4
Type 5	OLA1-080	10,0032	10,185	4	0	3
	OLA1-120	15,049	15,278	4	0	3
	OLA1-150	18,811	19,097	5	0	4

Voltage (V)	Current (A)		
	80W	120W	150W
120	0.67	1.00	1.25
208	0.38	0.58	0.72
240	0.33	0.50	0.63
277	0.29	0.43	0.54
347	0.23	0.35	0.43
480	0.17	0.25	0.31

ORDERING INFORMATION

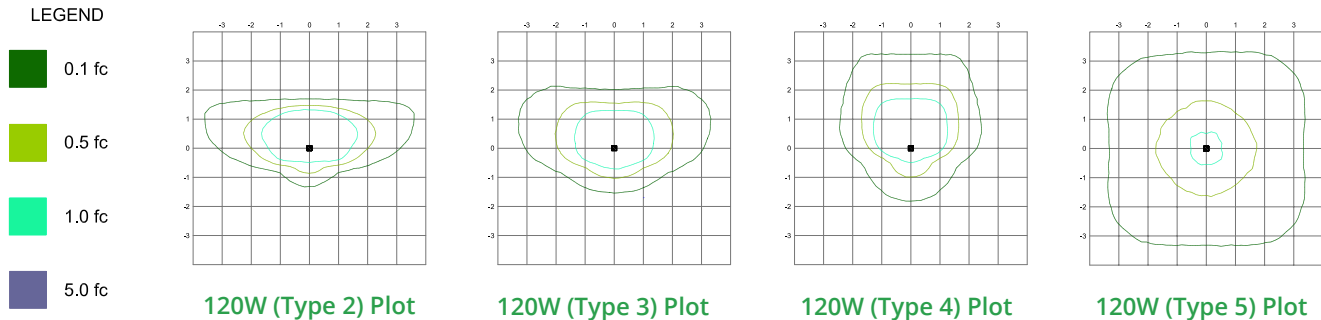
EXAMPLE: OLA1-120-UNVL-50-4-SQ-BZ-PR-TL12

SERIES	WATTAGE	VOLTAGE	COLOR TEMP	DISTRIBUTION	MOUNT	FINISH	CONTROL / OPTIONS
OLA1 = Optec LED Area Light	080 = 80W 120 = 120W 150 = 150W	UNVL = 120-277V UNVH = 347-480V	30 = 3000K ⁴ 40 = 4000K 50 = 5000K	2 = Type 2 3 = Type 3 3L = Type 3 Left 3R = Type 3 Right 4 = Type 4 4L = Type 4 Left 4R = Type 4 Right 5 = Type 5	SQ = Square Pole ³ RD = Round Pole ¹ WM = Wall Mount ^{1,3} TA = Tenon Adapter ³	WH = White BZ = Dark Bronze BL = Black NA = Natural Aluminum CC = Custom Color	OS = Occupancy Sensor PR = Photocell Receptacle PR3 = Photocell Receptacle for 3-pin Photocell PR5 = Photocell Receptacle for 5-pin Photocell WC = Wireless Control HS = House Side Shield TL12 = Twist Lock Photocell 120V ² TL24 = Twist Lock Photocell 240V ² TL27 = Twist Lock Photocell 277V ² TL28 = Twist Lock Photocell 208V ² TL34 = Twist Lock Photocell 347V ² TL48 = Twist Lock Photocell 480V ² TLSC = Twist Lock Shorting Cap

1 - WM option requires SQ pole mount bracket.
2 - Photocell Default = Fail in "ON" mode (Unless Otherwise Specified)
3 - See OLA1 Accessories Sheets
4 - (Optional) Contact Factory for Lead-Time and Pricing

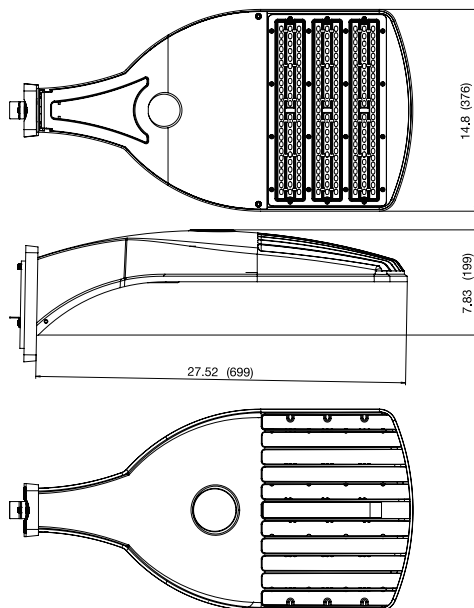
PHOTOMETRIC PERFORMANCE

Isofootcandle plots = OLA1 120W model in 5000K CCT @ 30' mounting height. Distances are in units of mounting height.



Published luminaire photometric testing performed to IESNA-79-08 standards

DIMENSIONS, WEIGHTS & EPA



Wattage	80W	120W	150W
Length (in" / mm)	27.52" / 699	27.52" / 699	27.52" / 699
Width (in" / mm)	14.8" / 376	14.8" / 376	14.8" / 376
Height (in" / mm)	7.83" / 199	7.83" / 199	7.83" / 199
Weight (lbs / kg)	19.4 / 8.8	19.4 / 8.9	20 / 9.1

Wattage	Effective Projected Area (EPA) in ft ²				
80	0.96	1.92	1.81	2.77	3.63
120	0.96	1.92	1.81	2.77	3.63
150	0.96	1.92	1.81	2.77	3.63

LED Wallpack Series 3 / Small

The OLWP3S series is a stylish wallpack that fits within today's accepted design form factors. Excellent optical performance is achieved with Luminus Brand COB LED arrays and PC metalized specular reflectors. Luminus arrays are ideal light sources due to low thermal resistance, excellent heat transfer and uniform spreading. Use of 95% efficient tempered glass lenses minimizes light loss. LED life is assured through efficient thermal coupling and dissipation via a durable, pressure die cast, low-copper alloy, aluminum housing. Engineered to last, all gaskets are anti-UV, anti-aging with no harmful out-gassing. Luminaries are available with a number of options including alternate CCT choices, color finishes, photocells and brackets.

FEATURES

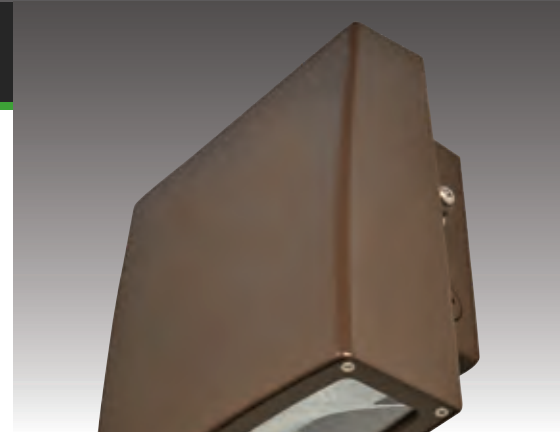
- Luminus Brand COB Arrays
- Color Temperature: 4000K & 5000K (other CCT's are available upon request)
- CRI: 70
- Lumen Maintenance: L70 = 50,000 hours (at 25° C)
- Full Cutoff (meets IDA criteria)
- Operating Temperature: -40C (-40F) to 40C (104F)
- Durable All Aluminum Pressure Die Cast Housing
- Long Life Durable Powder Coat Finish (custom/other RAL colors are available upon request)
- IP65 Rated (wet listed)
- Mounting: Wall Surface (adjustable yoke bracket or pole mount arm optional)

ELECTRICAL SPECIFICATIONS

- Power Input 90-305V
- Drive Currents: 20W = 500 mA
30W = 700 mA
- Efficacy: 20W = 91.45 lm/W
30W = 100.16 lm/W
- Power Factor: > 95%
- THD: < 15%
- Control Options: Button Photocell

TEST & CERTIFICATIONS

- ETL (UL 1598)
- CSA (C22.2 No.250.0)
- RoHS Compliant
- Design Lights Consortium (Standard)



WARRANTY

- 5 - Year warranty (Parts or Replacement)

PERFORMANCE SPECIFICATIONS

Lens Type	Model / Wattage	Lumens	
		4000K	5000K
Type 4	OLWP3S - 020	1,803	1,830
	OLWP3S - 030	3,104	3,151

Drive Current	Wattage	Drive Current	Wattage
500 mA	20	700 mA	30
Current (A) @ 120V	0.17	Current (A) @ 120V	0.25
Current (A) @ 208V	0.10	Current (A) @ 208V	0.14
Current (A) @ 240V	0.08	Current (A) @ 240V	0.13
Current (A) @ 277V	0.07	Current (A) @ 277V	0.11

LED Wallpack Series 3 / Small



ORDERING INFORMATION

EXAMPLE: OLWP3S-030-UNV-50-4-SM-BZ-BP

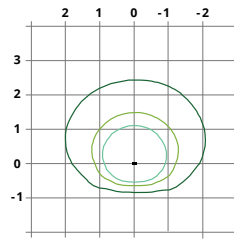
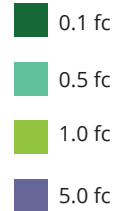
OLWP3S

SERIES	WATTAGE	VOLTAGE	COLOR TEMPERATURE	DISTRIBUTION	MOUNTING	FINISH	CONTROL / OPTIONS
Optec LED Wallpack (3 Generation small)	020 = 20W (500 mA) 030 = 30W (700 mA)	UNV = 90-305V	40 = 4000K 50 = 5000K	4 = Type 4	SM = Surface Mount AB = Adjustable Bracket Wall AK = Adjustable Knuckle / Threaded	WH = White BZ = DK Bronze BL = Black SL = Silver CC = Custom Color	BP = Button Photocell 120-277V

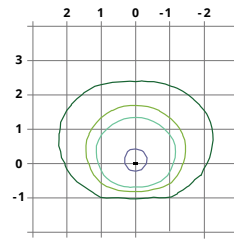
PHOTOMETRIC PERFORMANCE

Isofootcandle plots = OLWP3S 20W and 30W models in 5000K CCT @ 15' mounting height. Distances are in units of mounting height.

LEGEND



20W (Type 4)

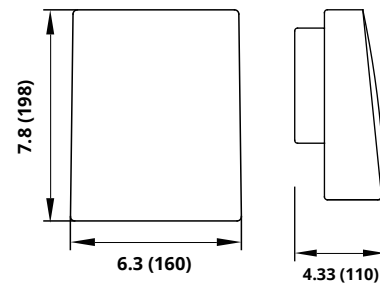


30W (Type 4)

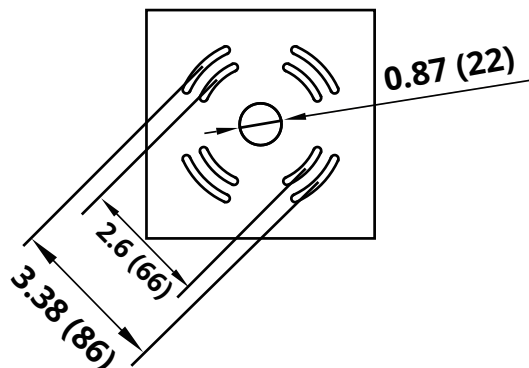
Published luminaire photometric testing performed to IESNA-79-08 standards

DIMENSIONS, WEIGHTS & MOUNTING

Wattage	20W	30W
Length (in" / mm)	6.3" / 160	6.3" / 160
Height (in" / mm)	7.8" / 198	7.8" / 198
Depth (in" / mm)	4.33" / 110	4.33" / 110
Weight (lbs / kg)	3.84 / 1.6	3.15 / 1.8



measurements: Inch (mm)



Wall Installation Plate
measurements: Inch (mm)

MOUNTING OPTIONS



Adjustable Knuckle
(1/2" x 14 NPT 1" Long)



Adjustable Bracket

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: April 15, 2019

AGENDA ITEM: Public Hearing & New Business [CONDITIONAL USE PERMIT]

ITEM TITLE: Lendlease Americas Inc., Agent for Rockfield Investments LLC, Property Owner, and Verizon Wireless, Tenant and Operator – N132 W17390 Rockfield Road. Conditional Use Permit to Install and Operate a Wireless Communication Facility and 185.5' Monopole Tower

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

SUMMARY EXPLANATION:

Lendlease Americas Inc., agent for Rockfield Investments LLC, property owner, and Verizon Wireless, is requesting approval of a conditional use permit for the installation of a wireless communication facility and 185.5' monopole tower on a 6.5-acre property at N132 W17390 Rockfield Road.

The 185.5' monopole tower will be located on the north side of the property north of the existing building and west of the Canadian National railroad. The tower will be located within a 60' x 80' fenced compound served by a 30' access and utility easement that will be created within the existing perimeter driveway that provides access around the entire site. The tower will have a galvanized appearance and be capable of accommodating up to four (4) antenna packages/service providers. Lendlease will construct, own and operate the tower. Verizon is the first (of up to four potential service providers) that will install antenna equipment on the tower and ground equipment within the fenced compound.

The Verizon Wireless equipment includes panel-type antennas mounted at a 180' height with ground-based equipment including an equipment cabinet, LP-powered emergency generator and fuel tank. The compound will be enclosed by a 7' galvanized chain-link fence topped with a 1' high, 3-strand barb-wire.

In 2013 Wisconsin Act 20 adopted Wis. Stat. 66.0404 that effectively preempts all local regulation and control of wireless communication facilities, cell towers, etc. The statute rendered the Village's zoning regulations of wireless communication facilities (Section 17.56 of the Zoning Code) unenforceable to the extent that our regulations are inconsistent with the statute. Denial of a wireless communication tower by a municipality on the basis of items such as height, appearance, setbacks or potential environmental effects (e.g. health concerns) are pre-empted. With regard to potential health effects, as long as a tower/facility complies with the Federal trade Commission's regulations concerning emissions, a municipality cannot regulate nor deny said tower/facility.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a conditional use permit to Lendlease Americas Inc. and Rockfield Investments LLC, property owner, to allow the installation and operation of a wireless communication facility and 185.5' monopole tower as proposed on the property subject to (5) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

CUP #07 – 19

Document No.

CONDITIONAL USE PERMIT

Document Title

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
 CONDITIONAL USE ZONING PERMIT

Whereas the Applicant:

Lendlease Americas Inc. Applicant, and Rockfield Investments LLC, Property Owner

agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant and Property Owner to allow the installation and operation of a wireless communication facility and 185.5' monopole support structure pursuant to Section 17.56 of the Village's Zoning Code.

Name & Return Address:

**Village of Germantown
 P.O. Box 337
 Germantown, WI 53022**

Parcel Identification No:

GTNV 091-991

On the following described property located in the Village of Germantown, Washington County, Wisconsin:

N132 W17390 Rockfield Road (Tax Key: GTNV 091-991)

That part of the Southeast ¼ of the Northeast ¼ of Section Nine 9, Township 9 North, Range 20 East, described as follows:

Commencing at the East quarter corner of said Section 9; thence West on the East and West quarter line of said Section, 323.25 feet to the Westerly right-of-way line of the Chicago & Northwestern Railway; thence North 35 degrees 36 minutes West along said right-of-way line, 329.50 feet to the place of beginning of the lands herein described; thence continuing North 35 degrees 36 minutes West along said right-of-way line, 207.50 feet; thence North 33 degrees 04 minutes West along said right-of-way line, 876.43 feet; thence South 1 degree 13 minutes West, 894.30 feet; thence East, 131.37 feet; thence South 18.00 feet; thence East, 270.00 feet; thence South 00 degrees 07 minutes East, 260.20 feet to the East and West quarter line of said Sec. 9; thence East along said quarter line, 77.00 feet; thence North 00 degrees 07 minutes West, 218.00 feet; thence North 79 degrees 39 minutes East, 104.61 feet; thence North 49 degrees 48 minutes East 48.43 feet to the place of beginning. Subject to the easements granted to ERWIN N. THEISEN and RITA M. THEISEN, his wife, by deed dated October 29, 1956, to-wit; A right-of-way for purposes of ingress and egress over the following described land in the SE¼ of the NE¼ of Sec. 9, Township 9N, Range 20 East, Washington County, Wisconsin; Commencing at a point in the East and West Quarter line of said section, 654.43 feet West from the East Quarter corner of said section; thence continuing West along said quarter line 24.00 feet; thence N. 00 degrees 07 minutes W. 218.00 feet; thence East 24 feet, thence S. 00 degrees 07 minutes East 218.00 feet to the place of beginning, Also, a right-of-way ten feet in width, the southerly line of which is described as follows: part of the SE ¼ of the NE ¼ of Section 9, Township 9 North, Range 20 East, Washington County, Wisconsin; begin at the east quarter corner of said section; thence west along the east and west quarter line of said Section 550.35 feet; thence North 0 degrees 25

minutes West 236.81 feet; thence South 79 degrees 39 minutes West 29.61 feet to the place of beginning of the southerly line of said right-of-way; thence South 79 degrees 39 minutes West 85 feet to the point of terminus of the southerly line of said right-of-way. Subject also to sidetrack agreement dated January 24, 1914 with Chicago & Northwestern Railway Company. AND BEING the same property conveyed to William A. Liesener and Robert R. Reinders from Dart Industries Inc. (the successor and parent company of The West Band Aluminum Company), a corporation by Indenture dated December 01, 1982 and recorded December 01, 1982 in Instrument No. 449685; AND FURTHER CONVEYED to Donna M. Liesener from The Estate of William A. Liesener, deceased by Final Judgment dated May 04, 1990 and recorded May 11, 1990 in Instrument No. 559593; AND FURTHER CONVEYED to Rockfield Investments, LLC, a Wisconsin limited liability company from Donna M. Liesener and Robert R. Reinders by Quit Claim Deed dated December 31, 2005 and recorded April 14, 2006 in Instrument No. 1123519.

Pursuant to the following condition(s):

1. This permit authorizes the installation of a 185.5' monopole tower and equipment compound as set forth in site development and building plan set dated of February 13, 2019, and in the supporting documents and plans made part of said application. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. If use of the tower and/or operation of the communication equipment supported thereon falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. Installation and continued operation of the wireless communication facility shall comply with all requirements set forth in Section 17.56 (Wireless Communication Facilities) of the Village Code to the extent that such requirements do not conflict or are inconsistent with Wis. Stat. 66.0404; including, but not limited to the requirement that the applicant/owner shall provide cash or performance bond to the Village in the amount of \$20,000 to guaranty the removal of wireless communication facilities and associated site restoration if/when said facilities are no longer used.
4. The Applicant shall install privacy slats or screening in or integrated with the wire-woven chain link fencing around the equipment compound to shield the view of the equipment cabinets, generators, fuel tanks, etc. that will be installed within the fence compound. The color should be earth-tone and compatible with the surrounding area.
5. The Applicant shall provide a final set of stamped and sealed engineering plans at the time building permit applications are submitted.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the ____ day of _____, 2019.

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2019, the above
named Dean Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me
known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

I, _____, representing Lendlease Americas Inc., hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

{type or print name on this line}

{signature on this line}

Agent for Lendlease Americas Inc., Leasee & Tower Owner

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}
Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Director, Community Development Department
Village of Germantown, Wisconsin

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR

I, _____, representing Rockfield Investments LLC, hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

{type or print name on this line}

{signature on this line}

Agent for Rockfield Investments LLC, Property Owner

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}
Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Director, Community Development Department
Village of Germantown, Wisconsin

CONDITIONAL USE PERMIT & SITE PLAN APPLICATIONS

4/8/19 Plan Commission Meeting

Verizon Wireless / Rockfield Investments LLC

Village Planner Report

Germantown, Wisconsin

Summary

Lendlease Americas Inc., agent for Rockfield Investments LLC, property owner, and Verizon Wireless, tenant and facility operator, are requesting approval of a conditional use permit and site plans for the installation of a wireless communication facility and 185.5' monopole tower on a 6.5-acre property at N132 W17390 Rockfield Road.

Property Location: N132 W17390 Rockfield Road

Applicant/

Owner:

Lendlease Americas, Inc.
909 Lake Carolyn Pkwy.
Irving, TX

Rockfield Investments, LLC
13416 Watertown Plank Rd
Elm Grove, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Residential	Rs-5/6/7
East	Residential	Rs-1/Rs-4
West	Agricultural/Residential	A-1/Rs-2

Location Map



History

In July 2013, Wisconsin Act 20 went into effect that included a new statute, Wis. Stat. 66.0404 (copy attached), which effectively preempts all local regulation and control of wireless communication facilities, cell towers, etc. The new statute rendered the Village's zoning regulations of wireless communication facilities (Section 17.56 of the Zoning Code) unenforceable after July 1, 2013, to the extent that the Village's regulations are inconsistent with the new statute (See attached copy and summary of the new "Mobile Tower Siting Regulations" adopted under Wis. Stat. 66.0404).

Proposal

Lendlease Americas Inc., agent for Rockfield Investments LLC, property owner, and Verizon Wireless, tenant and facility operator, are requesting approval of a conditional use permit and site plans for the installation of a wireless communication facility and 185.5' monopole tower on a 6.5-acre property at N132 W17390 Rockfield Road.

As detailed in the supporting application information and plan set, the 185.5' monopole tower will be located on the north side of the 6.5-acre Rockfield Investments LLC property north of Rockfield Road and west of the Canadian National (Wisconsin Central Ltd) railroad. The tower will be located within a 60' x 80' lease area and fenced compound northwest of the multi-tenant industrial building and within the circular driveway that provides access around the site. A 30' access and utility easement will be created along the driveway from the south property line at Rockfield Road to the fenced compound. The tower will have a galvanized appearance and be capable of accommodating up to four (4) antenna packages/service providers. Lendlease will construct, own and operate the tower. Verizon Wireless (and other future service providers) will install antenna equipment on the tower and ground equipment in a 20' x 36' lease area within the fenced compound.

The Verizon Wireless equipment includes nine (9) typical panel-type antennas, six (6) PCS/AWS remote radio band units, three (3) 700/850 remote radio band units and surge protectors mounted at 180' above ground level. Ground equipment includes an equipment cabinet, LP -powered emergency generator and tank. Future carrier antenna packages can/will be mounted at lesser elevations.

The compound will be enclosed by a 7' galvanized chain-link fence topped with a 1' high, 3-strand barb-wire. No privacy slats woven within the fence are proposed. No landscaping is proposed.

As summarized in the February 22, 2019 letter from Nathan Ward, Buell Consulting, the Verizon facility is needed to improve service and coverage to the area surrounding the proposed tower site. The tower is intended to improve existing wireless communication and data service to the area. The site will be unmanned with limited traffic associated with periodic visits from Verizon and Lendlease technicians. No parking or employee facilities are necessary.

Staff Comments

As indicated above, Wis. Stat. 66.0404 preempts Village regulation of wireless communication facilities to the extent that such regulations are inconsistent with the provisions in the new statute. In addition, prescribing minimal application requirements and a narrow 90-day review period, the “Wireless Siting Law” severely limits the circumstances and/or reasons for which a municipality can deny or restrict an application for a proposed wireless communication facility. As set forth in Section 66.0404(4), a municipality cannot do any of the following:

- *Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.*
- *Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.*
- *Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision.*
- *Charge a mobile radio service provider a fee in excess of one of the following amounts: For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit for any other type of commercial development or land use development. 2. For a permit for an activity described in sub. (2)(a) \$3,000.*
- *Charge a mobile radio service provider any recurring fee for an activity described in sub. (2)(a) or a class 2 collocation.*
- *Permit 3rd party consultants to charge the applicant for any travel expenses incurred in the consultant's review of mobile service permits or applications.*
- ***Disapprove an application to conduct an activity described under sub. (2)(a) based solely on aesthetic concerns.***
- *Disapprove an application to conduct a class 2 collocation on aesthetic concerns.*
- *Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.*
- *Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. There is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this paragraph.*
- *Prohibit the placement of emergency power systems.*
- *Require that a mobile service support structure be placed on property owned by the political subdivision.*
- ***Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.***
- *Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.*
- *Limit the duration of any permit that is granted.*
- *Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.*
- ***Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.***
- *Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.*

-
- ***Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures.***
 - *Consider an activity a substantial modification under sub. (1) (s) 1. or 2. if a greater height is necessary to avoid interference with an existing antenna.*
 - *Consider an activity a substantial modification under sub. (1) (s) 3. if a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.*
 - ***Limit the height of a mobile service support structure to under 200 feet.***
 - *Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.*
 - *Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.*

In the list above, I've highlighted the items that relate to the most significant issues that have typically been discussed in the past when the Village considered other similar proposals (the most recent communication tower approval granted by the Village was for a 190' AT&T tower on Wasaukee Road north of Highland Road... that was never constructed).

In addition to the limitations listed above, the only standard set forth in the "Wireless Siting Law" that a municipality can use to "disapprove" an application is if the *"...applicant refuses to evaluate the feasibility of co-location within the applicant's search ring and provide a sworn statement...attesting that co-location within the applicant's search ring would not result in the same mobile service functionality, coverage and capacity or is technically infeasible or economically burdensome to the service provider"*. With regard to the co-location requirement, as stated in the February 22, 2019 letter and a separate sworn statement from Timothy Baker, RF Engineer, the Applicant supporting has determined that there are "no viable co-location candidates" within the search area.

With regard to height, the Village can no longer require an analysis of alternative tower heights as was done back in 2014 for the AT&T tower proposal. The Village can no longer limit the height of a tower less than 200'.

With regard to aesthetics, the Village can no longer require that the facility be screened or camouflaged to eliminate visual obtrusiveness as was the case last year before the new statute went into effect.

With regard to setback requirements, the Applicant is proposing the following setbacks as shown in the survey plat and site plan:

Monopole Tower distance to:

Northeast: 148.4 feet to the railroad right-of-way/property line

West: 154.8 feet to the west property line

South: 418.4 feet to the Rockfield Road right-of-way line/property line

Although there is no minimum prescribed setback distance from the tower to the nearest property line in the Wireless Siting Law, there is a limitation that we cannot impose a setback requirement "...that is different from a requirement that is imposed on other types of commercial structures".

More importantly, the Wireless Siting Law provides under 66.0404(g) that:

If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.

With a February 7, 2019 letter from Keith Tindall, PE, the Applicant has provided an engineering certification that the fall radius for the proposed monopole is less than 144 feet and within the minimum 148.4 feet setback provide to the nearest property line.

With regard to screening of the fenced compound, no landscaping or screening is proposed. No privacy slats in the wire fence are proposed. However, the fenced compound within which the tower and ground equipment will be installed is located in a fairly remote portion of the property that is surrounded by existing trees and vegetation that will remain. There are no existing residential homes nearby and almost all of the land to the west, north and east is owned by MMSD to be preserved from development in perpetuity under the MMSD Greenseams Flood Management Program.

While staff does not feel that additional landscaping is required, privacy slats or screening shall be installed in/as part of the wire-woven chain link fencing around the equipment compound to shield the view of the equipment cabinets, generators, fuel tanks, etc. that will be installed within the fence compound. The color should be earth-tone and compatible with the surrounding area.

Village Planner Recommendation

APPROVE an issuance of a conditional use permit to Lendlease Americas Inc. and Verizon Wireless, lessee and operator, and Rockfield Investments LLC, property owner, to allow the installation and operation of a wireless communication facility and 185.5' monopole tower as proposed on the property located at N132 W17390 Rockfield Road, and approval of the site development plan subject to the following conditions:

1. This permit authorizes the installation of a 185.5' monopole tower and equipment compound as set forth in site development and building plan set dated of February 13, 2019, and in the supporting documents and plans made part of said application. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. If use of the tower and/or operation of the communication equipment supported thereon falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. Installation and continued operation of the wireless communication facility shall comply with all requirements set forth in Section 17.56 (Wireless Communication Facilities) of the Village Code to the extent that such requirements do not conflict or are inconsistent with Wis. Stat. 66.0404; including, but not limited to the requirement that the applicant/owner shall provide an irrevocable letter of credit or cash to the Village in the amount of \$20,000 to guaranty the removal of wireless communication facilities and associated site restoration if/when said facilities are no longer used.
4. The Applicant shall install privacy slats or screening in or integrated with the wire-woven chain link fencing around the equipment compound to shield the view of the equipment cabinets, generators, fuel tanks, etc. that will be installed within the fence compound. The color should be earth-tone and compatible with the surrounding area.
5. The Applicant shall provide a final set of stamped and sealed engineering plans at the time building permit applications are submitted.



Village of



Fee must accompany application

☒ \$1460 Paid HM Date 2.22-19

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Lendlease Americas, Inc.
fka PI Tower Development, LLC
909 Lake Carolyn Pkwy. Suite 260
Irving, TX 95039

Attn: Kristie Lokken-Davis

Phone (847)826-0958

Fax ()

E-Mail kristie.loken-davis@lendlease.com

PROPERTY OWNER

Rockfield Investments, LLC

13416 Watertown Plank Rd., Suite 255

Elm Grove, WI 53122

Phone (414)313-3777

MSR@NetworkREG.com

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Lendlease Americas, Inc.

3 PROPERTY ADDRESS

N132W17390 Rockfield Road, Germantown, WI

TAX KEY NUMBER

091991

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Multi-tenant warehousing/storage of various products. Generally no employees on site unless picking up or dropping off materials. Much of it is cold storage. Typical business hours of 8AM-5PM. Tenant spaces range in size from 3,000 square feet to 25,000 square feet. Total building is approximately 80,000 SF.

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

Wireless Communications Facility

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

185.5' monopole (190.0' tip of lightning rod) within a 50' x 78' fenced compound including radio transmitter equipment, antennas on monopole, back-up generator, propane tank as well as underground electrical and fiber optic utilities.

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

See attached legal description of Property, Leased Premises and 30' Access and Utility Easement.

SUPPORTING DOCUMENTATION:

7

- ☒ Site plan and elevations for new construction (can be conceptual)
- ☒ Photos of existing use and/or proposed use operating elsewhere
- ☒ RF Sworn Statement and Search Ring
- ☒ Application transmittal letter

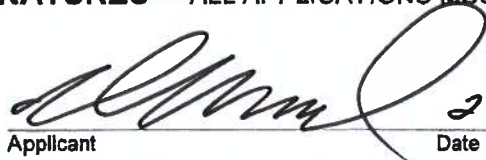
READ AND INITIAL THE FOLLOWING:

8

- ☒ I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.
- ☒ I will notify the Village if any aspect of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- ☒ I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

SIGNATURES — ALL APPLICATIONS MUST BE SIGNED BY OWNER!

9


Applicant

2/22/19
Date

Nathan Ward, Buell Consulting
on behalf of Lendlease
414-788-1327
nward@buellconsulting.com


Owner Agent for Owner

Feb. 13, 2019
Date

**Fee must accompany application**

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

PAID _____ DATE 3-26-19**SITE PLAN REVIEW APPLICATION**Pursuant to Section 17.43 of the Municipal Code

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

1 APPLICANT OR AGENT <u>Lendlease Americas, Inc.</u> <u>fka PI Tower Development LLC</u> <u>909 Lake Carolyne Pkwy. Suite 260</u> <u>Irving, TX 95039</u> <u>Attn: Kristie Lokken-Davis</u> <u>Phone (847) 826-0958</u> <u>E-Mail kristie.loken-davis@lendlease.com</u>	PROPERTY OWNER <u>Rockfield Investments, LLC</u> <u>13416 Watertown Plank Rd., Suite 255</u> <u>Elm Grove, WI 53122</u> <u>Attn: Mark Reinders</u> <u>Phone (414) 313-3777</u> <u>E-Mail MSR@NetworkREG.com</u>
--	--

2 **PROPERTY ADDRESS**

N132W17390 Rockfield Road, Germantown, WI

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

North <u>Vacant-MMSD</u>	South <u>Res-Several</u>	East <u>RR-Fox Valley</u>	West <u>Res-Brownell</u>
-----------------------------	-----------------------------	------------------------------	-----------------------------

4 **READ AND INITIAL THE FOLLOWING:**

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

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

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

5 **SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!**

Nathan Ward Digitally signed by Nathan Ward DN: cn=Nathan Ward, o, ou, email=nward@bueellconsulting.com, c=US Date: 2019.03.28 08:41:27 -05'00'	Mark S Reinders Digitally signed by Mark S Reinders DN: cn=Mark S Reinders, o, ou, email=marksreinders@gmail.com, c=US Date: 2019.03.28 11:32:05 -04'00'
Applicant	Owner
Date	Date

tem which is the subject of the permit unless the permit affecting the property is terminated under sub. (9) or unless an agreement affecting the property is filed under sub. (10).

(b) The applicant shall record with the register of deeds of the county in which the property is located the notice under par. (a) for each property specified under par. (a) and for the property upon which the solar collector or wind energy system is or will be located.

(7) **REMEDIES FOR IMPERMISSIBLE INTERFERENCE.** (a) Any person who uses property which he or she owns or permits any other person to use the property in a way which creates an impermissible interference under a permit which has been granted or which is the subject of an application shall be liable to the permit holder or applicant for damages, except as provided under par. (b), for any loss due to the impermissible interference, court costs and reasonable attorney fees unless:

1. The building permit was applied for prior to receipt of a notice under sub. (3) (b) or the agency determines not to grant a permit after a hearing under sub. (4).

2. A permit affecting the property is terminated under sub. (9).

3. An agreement affecting the property is filed under sub. (10).

(b) A permit holder is entitled to an injunction to require the trimming of any vegetation which creates or would create an impermissible interference as defined under sub. (1) (f). If the court finds on behalf of the permit holder, the permit holder shall be entitled to a permanent injunction, damages, court costs and reasonable attorney fees.

(8) **APPEALS.** Any person aggrieved by a determination by a municipality under this section may appeal the determination to the circuit court for a review.

(9) **TERMINATION OF SOLAR OR WIND ACCESS RIGHTS.** (a) Any right protected by a permit under this section shall terminate if the agency determines that the solar collector or wind energy system which is the subject of the permit is:

1. Permanently removed or is not used for 2 consecutive years, excluding time spent on repairs or improvements.

2. Not installed and functioning within 2 years after the date of issuance of the permit.

(b) The agency shall give the permit holder written notice and an opportunity for a hearing on a proposed termination under par. (a).

(c) If the agency terminates a permit, the agency may charge the permit holder for the cost of recording and record a notice of termination with the register of deeds, who shall record the notice with the notice recorded under sub. (6) (b) or indicate on any notice recorded under sub. (6) (b) that the permit has been terminated.

(10) **WAIVER.** A permit holder by written agreement may waive all or part of any right protected by a permit. A copy of such agreement shall be recorded with the register of deeds, who shall record such copy with the notice recorded under sub. (6) (b).

(11) **PRESERVATION OF RIGHTS.** The transfer of title to any property shall not change the rights and duties under this section or under an ordinance adopted under sub. (2).

(12) **CONSTRUCTION.** (a) This section may not be construed to require that an owner obtain a permit prior to installing a solar collector or wind energy system.

(b) This section may not be construed to mean that acquisition of a renewable energy resource easement under s. 700.35 is in any way contingent upon the granting of a permit under this section.

History: 1981 c. 354; 1983 a. 189 s. 329 (14); 1983 a. 532 s. 36; 1993 a. 414; 1995 a. 201; 1999 a. 150 s. 82; Stats. 1999 s. 66.0403; 2007 a. 97; 2009 a. 40.

The common law right to solar access is discussed. *Prah v. Maretii*, 108 Wis. 2d 223, 321 N.W.2d 182 (1982).

The owner of an energy system does not need a permit under this section. Barring enforceable municipal restrictions, an owner may construct a system without prior municipal approval. This section benefits and protects the owner of the system by restricting the use of nearby property to prevent an interference with the system. *State ex rel. Numrich v. City of Mequon Board of Zoning Appeals*, 2001 WI App 88, 242 Wis. 2d 677, 626 N.W.2d 366, 00–1643.

Wisconsin recognizes the power of the sun: *Prah v. Maretii* and the solar access act. 1983 WLR 1263.

66.0404 Mobile tower siting regulations. (1) DEFINITIONS. In this section:

(a) “Antenna” means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.

(b) “Application” means an application for a permit under this section to engage in an activity specified in sub. (2) (a) or a class 2 collocation.

(c) “Building permit” means a permit issued by a political subdivision that authorizes an applicant to conduct construction activity that is consistent with the political subdivision’s building code.

(d) “Class 1 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

(e) “Class 2 collocation” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.

(f) “Collocation” means class 1 or class 2 collocation or both.

(g) “Distributed antenna system” means a network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.

(h) “Equipment compound” means an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.

(i) “Existing structure” means a support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with a political subdivision.

(j) “Fall zone” means the area over which a mobile support structure is designed to collapse.

(k) “Mobile service” has the meaning given in 47 USC 153 (33).

(L) “Mobile service facility” means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.

(m) “Mobile service provider” means a person who provides mobile service.

(n) “Mobile service support structure” means a freestanding structure that is designed to support a mobile service facility.

(o) “Permit” means a permit, other than a building permit, or approval issued by a political subdivision which authorizes any of the following activities by an applicant:

1. A class 1 collocation.

2. A class 2 collocation.

3. The construction of a mobile service support structure.

(p) “Political subdivision” means a city, village, town, or county.

(q) “Public utility” has the meaning given in s. 196.01 (5).

(r) “Search ring” means a shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.

(s) “Substantial modification” means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:

1. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.

2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.

3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.

4. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.

(t) “Support structure” means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.

(u) “Utility pole” means a structure owned or operated by an alternative telecommunications utility, as defined in s. 196.01 (1d); public utility, as defined in s. 196.01 (5); telecommunications utility, as defined in s. 196.01 (10); political subdivision; or cooperative association organized under ch. 185; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in s. 182.017 (1g) (cq); for video service, as defined in s. 66.0420 (2) (y); for electricity; or to provide light.

(2) NEW CONSTRUCTION OR SUBSTANTIAL MODIFICATION OF FACILITIES AND SUPPORT STRUCTURES. (a) Subject to the provisions and limitations of this section, a political subdivision may enact a zoning ordinance under s. 59.69, 60.61, or 62.23 to regulate any of the following activities:

1. The siting and construction of a new mobile service support structure and facilities.

2. With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities.

(b) If a political subdivision regulates an activity described under par. (a), the regulation shall prescribe the application process which a person must complete to engage in the siting, construction, or modification activities described in par. (a). The application shall be in writing and shall contain all of the following information:

1. The name and business address of, and the contact individual for, the applicant.

2. The location of the proposed or affected support structure.

3. The location of the proposed mobile service facility.

4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.

5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.

6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

(c) If an applicant submits to a political subdivision an application for a permit to engage in an activity described under par. (a), which contains all of the information required under par. (b), the political subdivision shall consider the application complete. If the political subdivision does not believe that the application is complete, the political subdivision shall notify the applicant in

writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(d) Within 90 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 90 day period:

1. Review the application to determine whether it complies with all applicable aspects of the political subdivision's building code and, subject to the limitations in this section, zoning ordinances.

2. Make a final decision whether to approve or disapprove the application.

3. Notify the applicant, in writing, of its final decision.

4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(e) A political subdivision may disapprove an application if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described under par. (b) 6.

(f) A party who is aggrieved by the final decision of a political subdivision under par. (d) 2. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(g) If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.

(h) A political subdivision may regulate the activities described under par. (a) only as provided in this section.

(i) If a political subdivision has in effect on July 2, 2013, an ordinance that applies to the activities described under par. (a) and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the activity.

(3) COLLOCATION ON EXISTING SUPPORT STRUCTURES. (a) 1. A class 2 collocation is a permitted use under ss. 59.69, 60.61, and 62.23.

2. If a political subdivision has in effect on July 2, 2013, an ordinance that applies to a class 2 collocation and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the class 2 collocation.

3. A political subdivision may regulate a class 2 collocation only as provided in this section.

4. A class 2 collocation is subject to the same requirements for the issuance of a building permit to which any other type of commercial development or land use development is subject.

(b) If an applicant submits to a political subdivision an application for a permit to engage in a class 2 collocation, the application shall contain all of the information required under sub. (2) (h) 1. to 3., in which case the political subdivision shall consider the application complete. If any of the required information is not in the application, the political subdivision shall notify the applicant in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(c) Within 45 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the

applicant and the political subdivision may agree in writing to an extension of the 45 day period:

1. Make a final decision whether to approve or disapprove the application.

2. Notify the applicant, in writing, of its final decision.

3. If the application is approved, issue the applicant the relevant permit.

4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(d) A party who is aggrieved by the final decision of a political subdivision under par. (c) 1. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(4) **LIMITATIONS.** With regard to an activity described in sub. (2) (a) or a class 2 collocation, a political subdivision may not do any of the following:

(a) Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.

(b) Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.

(c) Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision.

(d) Charge a mobile radio service provider a fee in excess of one of the following amounts:

1. For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit for any other type of commercial development or land use development.

2. For a permit for an activity described in sub. (2) (a), \$3,000.

(e) Charge a mobile radio service provider any recurring fee for an activity described in sub. (2) (a) or a class 2 collocation.

(f) Permit 3rd party consultants to charge the applicant for any travel expenses incurred in the consultant's review of mobile service permits or applications.

(g) Disapprove an application to conduct an activity described under sub. (2) (a) based solely on aesthetic concerns.

(gm) Disapprove an application to conduct a class 2 collocation on aesthetic concerns.

(h) Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.

(i) Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. There is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this paragraph.

(j) Prohibit the placement of emergency power systems.

(k) Require that a mobile service support structure be placed on property owned by the political subdivision.

(L) Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.

(m) Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.

(n) Limit the duration of any permit that is granted.

(o) Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.

(p) Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.

(q) Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.

(r) Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures.

(s) Consider an activity a substantial modification under sub. (1) (s) 1. or 2. if a greater height is necessary to avoid interference with an existing antenna.

(t) Consider an activity a substantial modification under sub. (1) (s) 3. if a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.

(u) Limit the height of a mobile service support structure to under 200 feet.

(v) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.

(w) Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.

(5) **APPLICABILITY.** If a county enacts an ordinance as described under sub. (2) the ordinance applies only in the unincorporated parts of the county, except that if a town enacts an ordinance as described under sub. (2) after a county has so acted, the county ordinance does not apply, and may not be enforced, in the town, except that if the town later repeals its ordinance, the county ordinance applies in that town.

History: 2013 a. 20, 173.

66.0405 Removal of rubbish. Cities, villages and towns may remove ashes, garbage, and rubbish from such classes of places in the city, village or town as the board or council directs. The removal may be from all of the places or from those whose owners or occupants desire the service. Districts may be created and removal provided for certain districts only, and different regulations may be applied to each removal district or class of property. The cost of removal may be funded by special assessment against the property served, by general tax upon the property of the respective districts, or by general tax upon the property of the city, village or town. If a city, village or town contracts for ash, garbage or rubbish removal service, it may contract with one or more service providers.

History: 1993 a. 246; 1999 a. 150 s. 119; Stats. 1999 s. 66.0405.

66.0406 Radio broadcast service facility regulations.

(1) **DEFINITIONS.** In this section:

(a) "Political subdivision" means any city, village, town, or county.

(b) "Radio broadcast services" means the regular provision of a commercial or noncommercial service involving the transmission, emission, or reception of radio waves for the transmission of sound or images in which the transmissions are intended for direct reception by the general public.

(c) "Radio broadcast service facilities" means commercial or noncommercial facilities, including antennas and antenna support structures, intended for the provision of radio broadcast services.

(2) **LIMITATIONS ON LOCAL REGULATION.** Beginning on May 1, 2013, if a political subdivision enacts an ordinance, adopts a resolution, or takes any other action that affects the placement, construction, or modification of radio broadcast service facilities, the

NOTE: POSSIBLE GAP EXISTING IN LEGAL DESCRIPTION.

091988
28.00AC

VILLAGE OF GERMANTOWN

091984
5.00AC

091998

091996
1.00AC

091995

102996
0.36AC

2.42AC

091980
4.40AC

091991
6.50AC

091999
5.21AC

091994
1.23AC

102993
6.78AC

091004

028500A
0.30AC

028500C
0.77AC

028500D
0.33AC

091005

091013

091992

091007001

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

028000B
0.40AC

028000A
0.37AC

094981
1.55AC

094007

094008

094006

094005

094004

094003

094002

094980
1.25AC

094979

094978

094977
1.00AC

094976 Livery
0.00AC

103991
0.89AC

103990

028100B
0.50AC

091003

091001

091002

091000

091009

091010

091993

091012

091011

094982

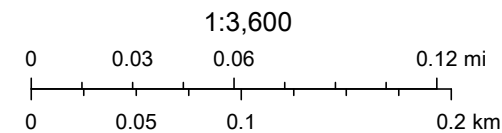
028000B
0.40AC

028000A
0.37AC

094981
1.55AC

09400

 CountyBoundary
  City, Village or Town Hall
  Libraries
  Washington County Landmarks
  Airports
  Trails
  Public Open Spaces
  Current Parcel
  Landhook
  Meander Line
  PLSS Monument
  PLSS Boundary



Washington County, Washington County, Wisconsin



February 22nd, 2019

Mr. Jeff Retzlaff
Ms. Lori Johnson
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Application for Conditional Use Permit for Wireless Communications Facility
Applicants: Lendlease Americas, Inc &
Cellco Partnership d/b/a Verizon Wireless (tenants)
Parcel Owner: Rockfield Investments LLC, 13416 Watertown Plank Rd., Suite 255
Elm Grove, WI 53122

Dear Jeff and Lori:

I serve as agent for Lendlease Americas, Inc. and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless ("Verizon Wireless"). Lendlease and Verizon Wireless (the "Applicants") respectfully request the review and issuance of a conditional use permit to construct a wireless communications facility at the parcel noted above.

The proposed facility meets the guidelines in Wis. Stat. § 66.0404 (the "Wireless Siting Law").¹ It includes a 185.5-foot monopole, with a 4.5-foot lightning rod, for an overall structure height of 190 feet (the "Monopole").

The Wireless Siting Law sets forth six (6) requirements which must be included in an application to construct a new tower.² Those requirements, as well as the Applicants' responses to those requirements, follow. It is my belief that the information and related enclosures set forth in this letter fulfill the requirements of the Wireless Siting Law.

1. The name and business address of, and the contact individual of, the applicant.

¹ The Wireless Siting Law provides that a political subdivision regulate the siting and construction of a new mobile service support structure and facilities only as provided in § 66.0404 and further provides that any ordinances in effect that are inconsistent with § 66.0404 may not be applied to, or enforced against, the activity. Wis. Stat. § 66.0404(h) & (i).

² The six requirements are found at Wis. Stat. § 66.0404(2)(b).

Mr. Jeff Retzlaff
Ms. Lori Johnson
February 22nd, 2019
Page 2

Applicants:	Contact Individual:
Lendlease Americas, LLC 909 Lake Carolyn Pkwy. Suite 260 Irving, TX 95039	Nathan Ward Buell Consulting 1200 Riva Ridge Racine, WI 53402 414-788-1327
Cellco Partnership d/b/a Verizon Wireless 1515 Woodfield Road Schaumburg, IL 60173	Nathan Ward Buell Consulting 1200 Riva Ridge Racine, WI 53402 414-788-1327

2. The location of the proposed or affected support structure.

Applicants propose to construct a mobile service facility and related mobile support service structure, as defined by the Wireless Siting Law, (the “Installation”) at N132W17390 Rockfield Road, Germantown, WI which bears Parcel ID # 091991 (the “Property”).

The Monopole will be constructed by Lendlease and located within a 60’ x 80’-foot compound (the “Leased Premises”) of which 50’ x 78’ will be fenced and located in the north central portion of the Property and as depicted in the enclosed survey and construction drawings (the “Construction Drawings”).

3. The location of the proposed mobile service facility.

The Wireless Siting Law defines “mobile service facility” as:

the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.³

The Construction Drawings depict where the mobile service facility will be located on the Property. As noted on the Construction Drawings, sheet VZW A-1, Verizon Wireless will attach its equipment on the Monopole at the 180-foot centerline, route its coax/cabling through the interior of the Monopole, and install equipment cabinets on a raised platform, an exterior backup power generator on a concrete pad and propane storage tank near the base of the Monopole within the Leased Premises. The Monopole and mobile service facility is designed to accommodate at least three (3) additional wireless providers.

³ Wis. Stat. § 66.0404(1)(L).

- 4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.**

The application proposes installation of a new monopole; therefore, the requirements of this section are not applicable.

- 5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile services support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.**

The Construction Drawings set forth this information.

- 6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.**

Enclosed is a sworn statement prepared by a Verizon Wireless radio frequency engineer (the "Verizon RF Statement"). The Verizon RF Statement includes the search ring which defines the precise geographic area where an additional cell site is needed to expand network coverage or capacity. Contributing factors for search ring placement and shape include the surrounding topography, the demographics and even whether the surrounding areas are urban, suburbs or open land.

As noted in the Verizon RF Statement, there are no existing structures of sufficient height available for collocation within the search ring making collocation technically infeasible.

The proposed location for the Installation is the best available candidate due to Verizon Wireless' network design needs, as well as the nature of the surrounding area and current use of the Property.

SETBACK

The Wireless Siting Law provides that if an applicant furnishes an engineering certification showing that a mobile service support structure is designed to collapse within an area smaller than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.⁴ Enclosed is such an engineering certification. Sabre Industries, Inc. is the Monopole manufacturer and has issued the certification that the Monopole has a fall radius of 144 feet. The Monopole is set 148.4 feet from the nearest (east) property line and all improvements meet the M-1 district setbacks (in the unlikely event of failure) entirely on the Property.

ADDITIONAL DISCUSSION

The proposed Installation is the result of Verizon Wireless' determination that it has a deficit in its service within the vicinity of the proposed Monopole. Lendlease is a national owner and operator of wireless communications infrastructure. Lendlease proposes to operate the Installation within the Leased Premises and will own the Monopole. Verizon Wireless will install its equipment on the Monopole and place ground equipment within the Leased Premises. It is not uncommon for wireless telecommunications service providers to partner with companies like Lendlease in site development projects.

The Installation will include a 30-foot wide access and utility easement from the Wisconsin Avenue public right-of-way. The access and utility easement will require only minimal improvement.

The Installation will provide a great benefit in providing high quality, technologically advanced wireless communication services to the area. The Installation will conform to all applicable laws and regulations, including the national standard's seventh revision for Steel Antenna Towers and Antenna Supporting Structures published by the Telecommunications Industry Association (ANSI/TIA 222-G), Federal Communications Commission, and Federal Aviation Administration ("FAA"). Enclosed is the FAA Determination of No Hazard, which further negates any risk posed by the Monopole.

The Installation will fill the void for wireless coverage within the immediate geographic area of the site. Once constructed, the Installation's ability to accommodate additional carriers on the Monopole will negate requests for additional towers in the area. Lendlease actively markets its tower sites for collocation to all communications users.

⁴ See Wis. Stat. § 66.0404(2)(g).

Mr. Jeff Retzlaff
Ms. Lori Johnson
February 22nd, 2019
Page 5

The Property is in the M-1 Limited Industrial District, which is described in § 17.33 of the Germantown Code of Ordinances as “intended to provide for warehousing, manufacturing or fabrication operations which, on the basis of physical and operational characteristics, would not be detrimental to the immediate surrounding area or to the Village as a whole by reason of smoke, odor, noise, dust, flash, traffic, physical appearance, or other similar factors; and to establish such regulatory controls as will reasonably insure compatibility with the surrounding area in this respect. All uses in this District must meet the State of Wisconsin industrial standards.” The Leased Premises has been positioned upon the underlying parcel in a location to best fit with the current uses of the Property. The Installation will require no public financial contribution or result in any additional expenses public facilities and services. The communication services offered by Verizon Wireless are expected to be used by the general public, providing an economic asset to the community. The Installation will enhance E-911 services, further protecting public health, safety, and welfare within Germantown.

The Installation will be unmanned. No parking or employee facilities are required. Verizon Wireless’ technicians will visit the site periodically, typically a couple hours once per month, for the security monitoring, testing, monitoring, and maintenance of its equipment. Lendlease will also visit the site periodically to monitor the maintenance and security of the facility. The facility will not generate recognizable traffic. Noise level is limited to periodic generator operation.

Should you require further information or have questions regarding the application, please contact me directly at 414-788-1327 or by e-mail at nward@buellconsulting.com.

Very truly yours,

Nathan Ward
Buell Consulting
on behalf of Lendlease Americas, Inc. and
Cellco Partnership d/b/a Verizon Wireless

CC: Attorney Rodney Carter, Husch Blackwell LLP (legal counsel for Cellco Partnership d/b/a Verizon Wireless and & Lendlease Americas, Inc.)

Enclosures

66.0404 Mobile tower siting regulations.

(1) Definitions. In this section:

- (a) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of mobile services.
- (b) "Application" means an application for a permit under this section to engage in an activity specified in sub. (2) (a) or a class 2 collocation.
- (c) "Building permit" means a permit issued by a political subdivision that authorizes an applicant to conduct construction activity that is consistent with the political subdivision's building code.
- (d) "Class 1 collocation" means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.
- (e) "Class 2 collocation" means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.
- (f) "Collocation" means class 1 or class 2 collocation or both.
- (g) "Distributed antenna system" means a network of spatially separated antenna nodes that is connected to a common source via a transport medium and that provides mobile service within a geographic area or structure.
- (h) "Equipment compound" means an area surrounding or adjacent to the base of an existing support structure within which is located mobile service facilities.
- (i) "Existing structure" means a support structure that exists at the time a request for permission to place mobile service facilities on a support structure is filed with a political subdivision.
- (j) "Fall zone" means the area over which a mobile support structure is designed to collapse.
- (k) "Mobile service" has the meaning given in 47 USC 153 (33).
- (L) "Mobile service facility" means the set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discrete geographic area, but does not include the underlying support structure.
- (m) "Mobile service provider" means a person who provides mobile service.
- (n) "Mobile service support structure" means a freestanding structure that is designed to support a mobile service facility.
- (o) "Permit" means a permit, other than a building permit, or approval issued by a political subdivision which authorizes any of the following activities by an applicant:
 - 1. A class 1 collocation.
 - 2. A class 2 collocation.
 - 3. The construction of a mobile service support structure.
- (p) "Political subdivision" means a city, village, town, or county.
- (q) "Public utility" has the meaning given in s. 196.01 (5).

(r) "Search ring" means a shape drawn on a map to indicate the general area within which a mobile service support structure should be located to meet radio frequency engineering requirements, taking into account other factors including topography and the demographics of the service area.

(s) "Substantial modification" means the modification of a mobile service support structure, including the mounting of an antenna on such a structure that does any of the following:

1. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.
3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.
4. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.

(t) "Support structure" means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.

(u) "Utility pole" means a structure owned or operated by an alternative telecommunications utility, as defined in s. 196.01 (1d); public utility, as defined in s. 196.01 (5); telecommunications utility, as defined in s. 196.01 (10); political subdivision; or cooperative association organized under ch. 185; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in s. 182.017 (1g) (cq); video service, as defined in s. 66.0420 (2) (y); for electricity; or to provide light.

(2) New construction or substantial modification of facilities and support structures.

(a) Subject to the provisions and limitations of this section, a political subdivision may enact a zoning ordinance under s. 59.69, 60.61, or 62.23 to regulate any of the following activities:

1. The siting and construction of a new mobile service support structure and facilities.
2. With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities.

(b) If a political subdivision regulates an activity described under par. (a), the regulation shall prescribe the application process which a person must complete to engage in the siting, construction, or modification activities described in par. (a). The application shall be in writing and shall contain all of the following information:

1. The name and business address of, and the contact individual for, the applicant.
2. The location of the proposed or affected support structure.
3. The location of the proposed mobile service facility.
4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components,

including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.

6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

(c) If an applicant submits to a political subdivision an application for a permit to engage in an activity described under par. (a), which contains all of the information required under par. (b), the political subdivision shall consider the application complete. If the political subdivision does not believe that the application is complete, the political subdivision shall notify the applicant in writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(d) Within 90 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 90 day period:

1. Review the application to determine whether it complies with all applicable aspects of the political subdivision's building code and, subject to the limitations in this section, zoning ordinances.
2. Make a final decision whether to approve or disapprove the application.
3. Notify the applicant, in writing, of its final decision.
4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(e) A political subdivision may disapprove an application if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described under par. (b) 6.

(f) A party who is aggrieved by the final decision of a political subdivision under par. (d) 2. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(g) If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the set back or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.

(h) A political subdivision may regulate the activities described under par. (a) only as provided in this section.

Mr. Jeff Retzlaff
Ms. Lori Johnson
February 22nd, 2019
Page 9

(i) If a political subdivision has in effect on the effective date of this subdivision [LRB inserts date], an ordinance that applies to the activities described under par. (a) and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the activity.

(3) Collocation on existing support structures.

(a) 1. A class 2 collocation is a permitted use under ss. 59.69, 60.61, and 62.23.

2. If a political subdivision has in effect on the effective date of this subdivision [LRB inserts date], an ordinance that applies to a class 2 collocation and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the class 2 collocation.

3. A political subdivision may regulate a class 2 collocation only as provided in this section.

4. A class 2 collocation is subject to the same requirements for the issuance of a building permit to which any other type of commercial development or land use development is subject.

(b) If an applicant submits to a political subdivision an application for a permit to engage in a class 2 collocation, the application shall contain all of the information required under sub. (2) (b) 1. to 3., in which case the political subdivision shall consider the application complete. If any of the required information is not in the application, the political subdivision shall notify the applicant in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.

(c) Within 45 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 45 day period:

1. Make a final decision whether to approve or disapprove the application.

2. Notify the applicant, in writing, of its final decision.

3. If the application is approved, issue the applicant the relevant permit.

4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.

(d) A party who is aggrieved by the final decision of a political subdivision under par. (c) 1. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.

(4) Limitations. With regard to an activity described in sub. (2) (a) or a class 2 collocation, a political subdivision may not do any of the following:

(a) Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.

(b) Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.

Mr. Jeff Retzlaff
Ms. Lori Johnson
February 22nd, 2019
Page 10

(c) Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision.

(d) Charge a mobile radio service provider a fee in excess of one of the following amounts:

1. For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit for any other type of commercial development or land use development.
2. For a permit for an activity described in sub. (2) (a), \$3,000.

(e) Charge a mobile radio service provider any recurring fee for an activity described in sub. (2) (a) or a class 2 collocation.

(f) Permit 3rd party consultants to charge the applicant for any travel expenses incurred in the consultant's review of mobile service permits or applications.

(g) Disapprove an application to conduct an activity described under sub. (2) (a) based solely on aesthetic concerns.

(gm) Disapprove an application to conduct a class 2 collocation on aesthetic concerns.

(h) Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.

(i) Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. There is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this paragraph.

(j) Prohibit the placement of emergency power systems.

(k) Require that a mobile service support structure be placed on property owned by the political subdivision.

(L) Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.

(m) Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.

(n) Limit the duration of any permit that is granted.

(o) Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.

Mr. Jeff Retzlaff
Ms. Lori Johnson
February 22nd, 2019
Page 11

(p) Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.

(q) Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.

(r) Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures.

(s) Consider an activity a substantial modification under sub. (1) (s) 1. or 2. if a greater height is necessary to avoid interference with an existing antenna.

(t) Consider an activity a substantial modification under sub. (1) (s) 3. if a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.

(u) Limit the height of a mobile service support structure to under 200 feet.

(v) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.

(w) Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.

(5) Applicability. If a county enacts an ordinance as described under sub. (2) the ordinance applies only in the unincorporated parts of the county, except that if a town enacts an ordinance as described under sub.

(2) after a county has so acted, the county ordinance does not apply, and may not be enforced, in the town, except that if the town later repeals its ordinance, the county ordinance applies in that town.

**SWORN STATEMENT OF TIMOTHY BAKER
IN SUPPORT OF NEW TOWER CONSTRUCTION**

STATE OF Wisconsin)
) ss.
COUNTY OF Waukesha)

TIMOTHY BAKER, being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Wisconsin and serve as RF Engineer at Celco Partnership d/b/a Verizon Wireless.

2. My job duties as an RF Engineer include, among other things, macro antenna site selection and placement to provide reliable Personal Communications Services ("PCS") for Verizon Wireless' customers who use its wireless network. I am specifically responsible for the placement of the mobile service support structure (the "Verizon Wireless Proposal") being proposed at N132 W17390 Rockfield Road, Germantown, WI. Parcel ID # 091991 (the "Site").

3. Like traditional cellular phone systems, PCS operate on a "grid" system, whereby overlapping "cells" (geographic area of coverage) mesh to form a wireless network.

4. In order to provide PCS coverage within the geographic confines of each cell, a wireless communications facility, such as the Verizon Wireless Proposal, must be situated approximately in the center of that cell.

5. If the wireless communications facility is located outside that limited "search area," then gaps in coverage (*i.e.*, areas in which wireless communications cannot be adequately received, sent or maintained) and impermissible overlapping coverage (resulting in audio clutter and poor call quality) will likely remain in certain areas of the cell.

6. In addition, each wireless communications facility must be of a certain height so as to be able to broadcast reliable PCS coverage throughout the cell area.

7. The technical criteria for establishing cell sites are very exacting as to both the height and location of the Verizon Wireless Proposal.

8. The Verizon Wireless Proposal is intended to remedy a coverage gap (also known as a coverage "hole").

9. The absence of the Verizon Wireless Proposal from Verizon Wireless' network currently results in gaps or a "hole" in coverage rendering Verizon Wireless' nearby existing wireless communications facilities unable to hand-off wireless calls in a consistent and reliable

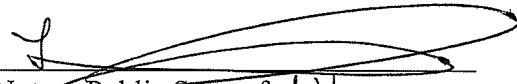
fashion. The Verizon Wireless Proposal is designed to provide seamless wireless coverage within the target area.

10. The location of the Verizon Wireless Proposal on the Site was selected because the location met the necessary RF engineering requirements.

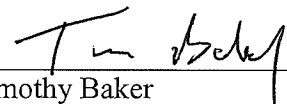
11. The Verizon Wireless Proposal is being submitted because collocation within Verizon Wireless' search ring for the area covered by the Verizon Wireless proposal is technically infeasible as no existing structures of sufficient height currently exist which could be utilized for such collocation.

12. This sworn statement is made pursuant to Wis. Stat. § 66.0404(2)(b)6.

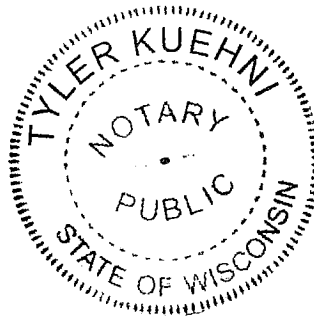
Subscribed and sworn to before me
this 15TH day of February, 2019.



Notary Public State of WI
My Commission Expires: 7-25-2022



Timothy Baker



February 7, 2019

Pat Quevillon
Challenger Consulting, Inc.
1313 Spring Lake Corners
Quincy, IL 62305

RE: 185' Monopole for Germantown-Rockfield, WI (Sabre #18-2595-JDS)

Dear Pat,

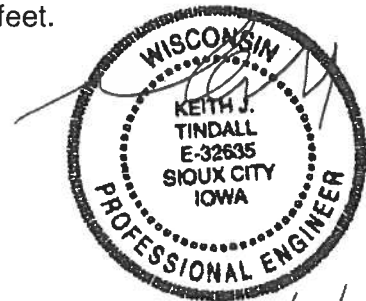
As shown in our Structural Design Report #18-2595-JDS dated September 29, 2017, the above referenced monopole has been designed for a Basic Wind Speed of 90 mph with no ice and 40 mph with 3/4" radial ice, Structure Class II, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

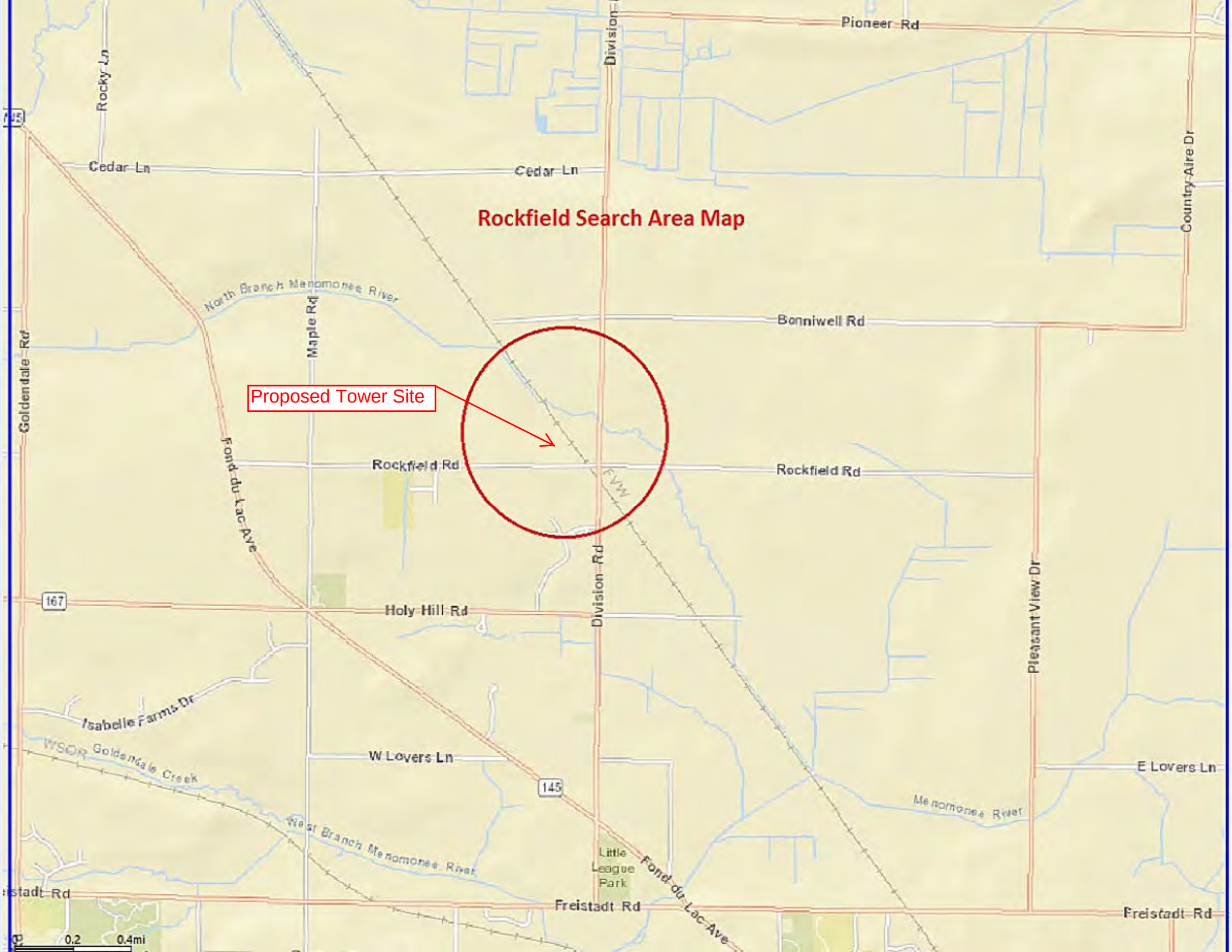
When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. ***Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles.*** The fall radius for the monopole design described above is less than 144 feet.

Sincerely,

Keith J. Tindall, P.E.
Vice President, Telecom Engineering



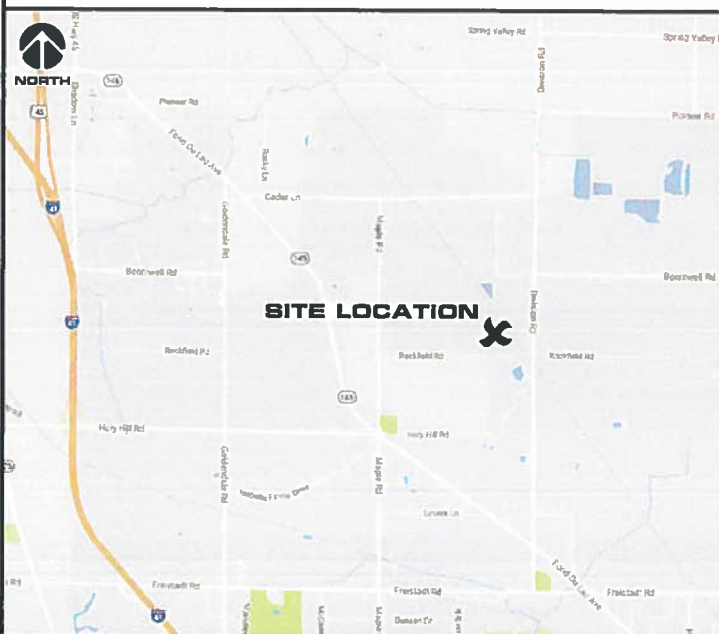


Rockfield Search Area Map

Proposed Tower Site



SITE LOCATION MAPS



ROCKFIELD [418732]
RICHFIELD, WISCONSIN
185' MONOPOLE TOWER

SHEET INDEX
NO: SHEET TITLE

LENDLEASE CONSTRUCTION SECTION	
T-1	TITLE SHEET
C-1	SITE PLAN
C-2	COMPOUND PLAN
C-3	FENCE DETAILS
C-4	CONSTRUCTION DETAILS
C-5	GRADING PLAN
A-1	TOWER ELEVATION
E-1	UTILITY PLAN
E-2	UTILITY RACK DETAILS
G-1	GROUNDING PLAN
G-2	GROUNDING DETAILS
SP-1	SPECIFICATIONS
SP-2	SPECIFICATIONS
VERIZON WIRELESS CONSTRUCTION SECTION	
T-3	SURVEY *
VZW C-1	SITE PLAN
VZW C-2	COMPOUND PLAN
VZW C-3	ENLARGED COMPOUND PLAN
VZW S-1	EQUIPMENT DETAILS
VZW S-2	EQUIPMENT DETAILS
VZW S-3	FOUNDATION DETAILS
VZW S-4	EQUIPMENT ELEVATIONS
VZW A-1	TOWER ELEVATION
VZW A-2	ANTENNA CONFIGURATION
VZW A-3	ANTENNA CONFIGURATION
VZW A-4	ICE BRIDGE DETAILS
VZW A-5	ANTENNA/EQUIP. MOUNTING
VZW E-1	UTILITY PLAN
VZW E-2	UTILITY DETAILS
VZW E-3	GENERATOR DETAILS
VZW E-4	GENERATOR DETAILS
VZW E-5	GENERATOR RISER DETAILS
VZW E-6	LP TANK DETAILS
VZW E-7	GAS PIPING DETAILS
VZW G-1	GROUNDING PLAN
VZW G-2	GROUNDING DETAILS
VZW G-3	GROUNDING DETAILS
VZW N-1	NOTICE TO CONTRACTOR *
VZW N-2	NOTICE TO CONTRACTOR *
VZW N-3	NOTICE TO CONTRACTOR *
VZW P-1	SITE PHOTOS
* COMPLETED BY OTHERS	
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS/CONDITIONS ON SITE. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY WORK OR BE RESPONSIBLE FOR THE SAME.	

DIRECTORY

CLIENT:
CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
1515 E. WOODFIELD ROAD
10TH FLOOR
SCHAUMBURG, IL 60173
REAL ESTATE MANAGER: DANNY PEREZ
OFFICE: 847.706.1765
MOBILE: 847.302.4122

ENGINEERING COMPANY:
EDGE CONSULTING ENGINEERS, INC.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
CONTACT: PAUL MOLITOR
PHONE: 608.644.1449

SITE ACQUISITION:
BUELL CONSULTING, INC.
1360 ENERGY PARK DRIVE
SUITE 210
ST. PAUL, MN 55108
CONTACT: NATHAN WARD
PHONE: 414.788.1327

SURVEYOR:
MERIDIAN SURVEYING, LLC.
N9637 FRIENDSHIP DRIVE
KAUKAUNA, WI 54130
CONTACT: CRAIG KEACH
PHONE: 920.993.0881

PROJECT INFO

SITE LOCATION:
E911 ADDRESS TO BE DETERMINED
N132 W17390 ROCKFIELD ROAD
GERMANTOWN, WI 53022

PROPERTY OWNER:
ROCKFIELD INVESTMENTS, LLC.
13416 WATERTOWN PLANK ROAD
SUITE 255
ELM GROVE, WI 53122
CONTACT: MARK REINDERS
PHONE: 414.313.3777

TOWER OWNER:
LENDLEASE AMERICAS INC.
909 LAKE CAROLYN PARKWAY, SUITE 260
IRVING, TX 75039
CONTACT: KRISTIE LOKKEN-DAVIS
PHONE: 847.826.0958
EMAIL: kristie.lokken-davis@lendlease.com
SITE NAME: ROCKFIELD
SITE #: PIW1040

1A INFORMATION (NAD 1983/2011)
-TOWER BASE-
LAT: 43°-15'-33.47"
LONG: 88°-07'-37.28"
GROUND ELEVATION (NAVD 88): 890.9'

PLSS INFORMATION:
BEING A PART OF THE SE1/4 OF THE NE1/4,
SECTION 9, T.9N, R.20E,
TOWN OF GERMANTOWN,
WASHINGTON COUNTY
WISCONSIN

TAX PARCEL NUMBER:
091991

ZONED: MANUFACTURING

SCOPE OF WORK

PROJECT DESCRIPTION:
PROJECT TYPE: 185' MONOPOLE TOWER
EQUIPMENT: 8'-0" x 9'-4" CONCRETE PAD
GENERATOR: EXTERIOR LP GENERATOR

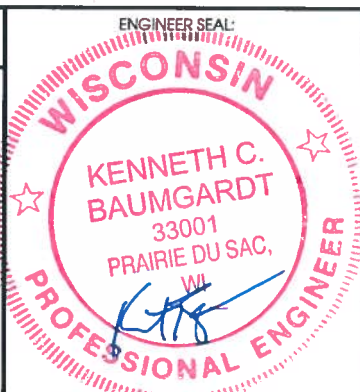
RF DESCRIPTION (VERIFY WITH ECR):
PRO: ANTENNA C/L: 180' ABOVE T.O.C.
ANTENNAS: (3) 700/850/AWS ANTENNAS
(3) 700/850/PCS/LTE ANTENNAS
(3) AWS-3 ANTENNAS
CABLES: (3) PRO. HYBRID LINES
EQUIPMENT: (3) PRO. SURGE PROTECTORS
(9) PRO. REMOTE RADIO UNITS

UTILITY INFO

ELECTRIC PROVIDER: NAME: WE ENERGIES
CONTACT: LAURIE FREDRICKS
PHONE: 262.253.4542

FIBER OPTIC PROVIDER: NAME: TIME WARNER (MI-TECH - VENDOR)
CONTACT: JOHN SCHUSTER
PHONE: 920.204.1223

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CALL DIGGER'S HOTLINE
TOLL FREE 1-800-242-8511
FAX A LOCATE 1-800-338-3860
WI STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS' NOTICE BEFORE YOU EXCAVATE



I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

Signature: 
Date: 2/14/19

**Edge**
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 Voice
608.644.1549 Fax
www.edgeconsult.com

TITLE SHEET
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

PRELIMINARY DWGS: INT:

CD 90's REV.2 - 10/24/2017 APK

CD 90's REV.3 - 11/17/2017 APK

CD 90's REV.4 - 04/18/2018 JAH

CD 90's REV.5 - 06/18/2018 CV

CD 90's REV.6 - 11/08/2018 NAT

CD 90's REV.7 - 01/10/2019 JAH

STAMPED PERMIT DWGS:

PERMIT CD's REV.1 - 02/13/2019 JAH

STAMPED FINAL DWGS:

CHECKED BY:

PCM

PLOT DATE:

2/13/2019

PROJECT #:

15143

FILE NAME:

T-1.dgn

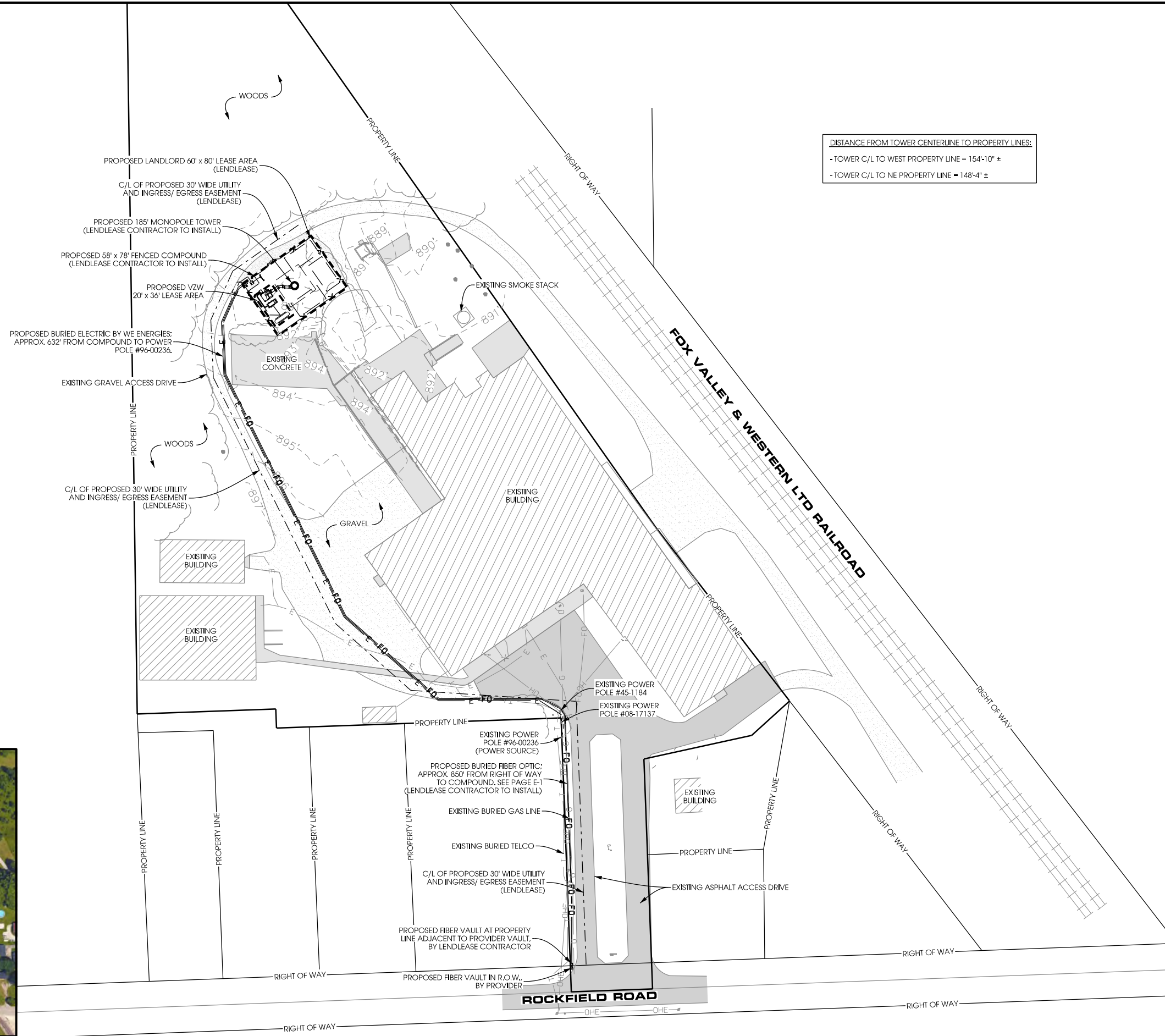
SHEET NUMBER:

T-1



AERIAL OVERVIEW OF SITE

SECTION LINE



DISTANCE FROM TOWER CENTERLINE TO PROPERTY LINES:
- TOWER C/L TO WEST PROPERTY LINE = 154'-10" ±
- TOWER C/L TO NE PROPERTY LINE = 148'-4" ±

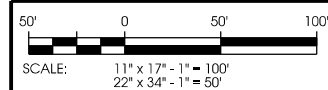
SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
C-1.dgn

SHEET NUMBER:
C-1



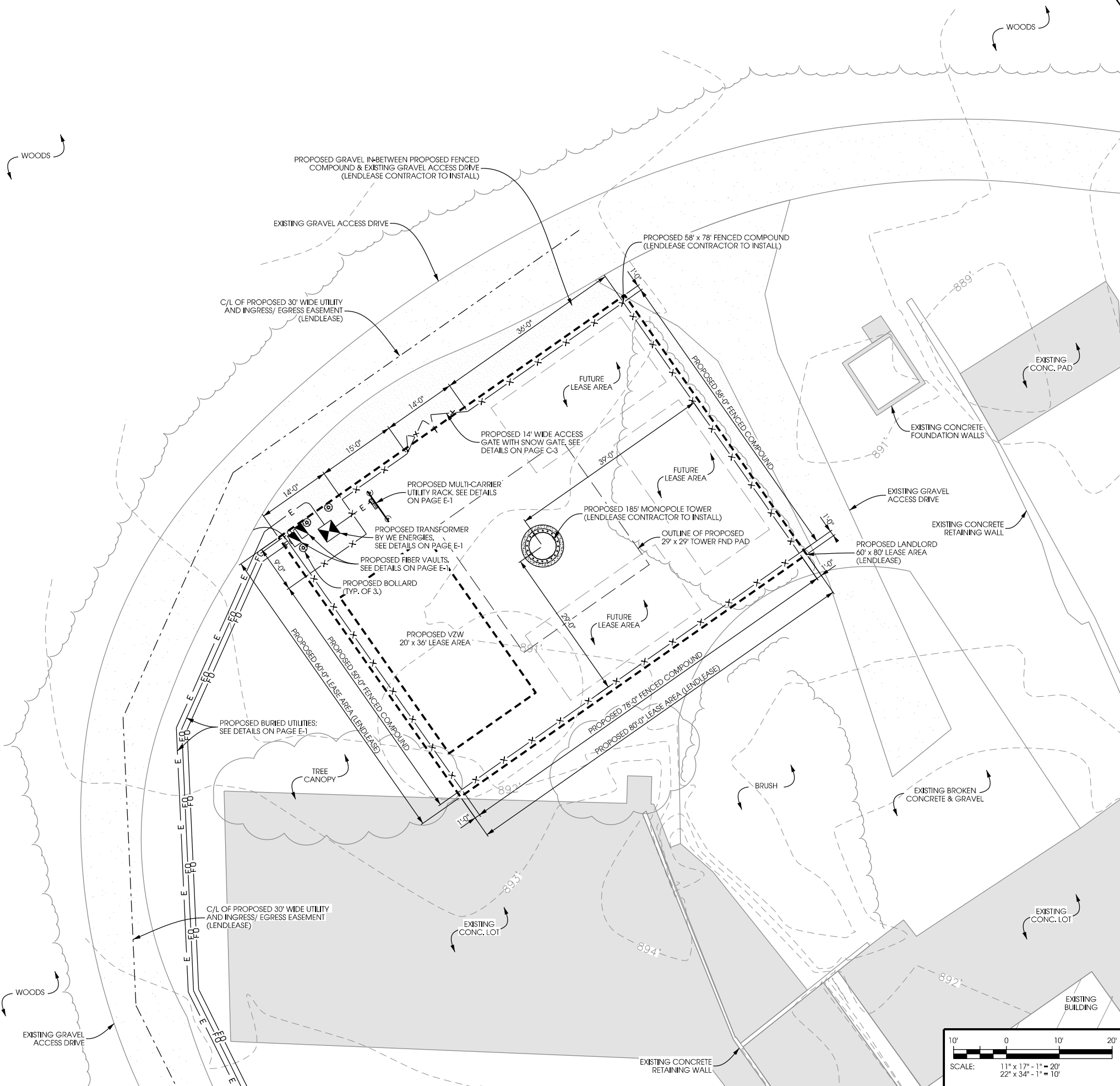
SITE PLAN
ROCKFIELD [418732]
RICHFIELD, WISCONSIN



SITE OVERVIEW (LOOKING SW)



PROPOSED LEASE AREA
(LOOKING NE)





Edge
Consulting Engineers, Inc.
624 Water Street
Poulsbo, WA 98267
360.644.1449 voice
360.644.1549 fax
www.edgeconsult.com

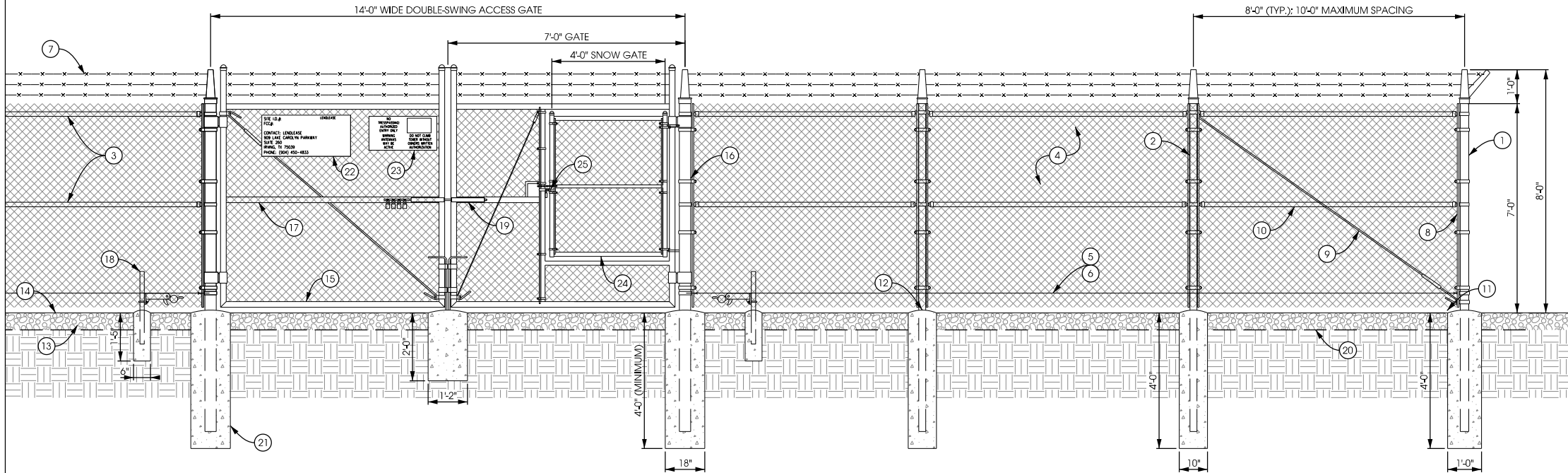
COMPUND PLAN
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
C-2.dgn	
SHEET NUMBER:	
C-2	

R:\15100\15143\CAD\Plot\CD\3\C-2.dgn

REFERENCE NOTES:

- 3.5" O.D. GALVANIZED STEEL, SCHEDULE 40 CORNER POSTS (PER ASTM-F1083).
- 2.375" O.D. GALVANIZED STEEL, SCHEDULE 40 INTERMEDIARY LINE POSTS (PER ASTM-F1083). LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10'-0" O.C.
- 1.66" O.D. ROUND TOP RAIL & BRACE RAIL PIPE (PER ASTM-F1083).
- 9 GAUGE FABRIC CORE WIRE WITH 2" MESH (TO CONFORM TO ASTM-A392).
- 9 GAUGE ALUMINUM TIE WIRE. PROVIDE HOG RING FABRIC TIES SPACED 12" O.C. FOR POSTS AND GATES AND 24" O.C. FOR RAILS AND WIRE.
- 9 GAUGE ALUMINUM TENSION WIRE.
- 3 STRANDS 14 GAUGE BARBED WIRE WITH 4 POINT BARBS. SPACE BARBS APPROXIMATELY 5" O.C..
- 3/16" x 3/4" STRETCHER BAR; TO EXTEND FULL HEIGHT OF FENCE.
- 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 1.66" O.D. CORNER POST BRACE (PER ASTM-F1083).
- MAINTAIN A 1" MAXIMUM CLEARANCE FROM FINISHED GRADE.
- PROVIDE CROWNED / PITCHED FINISH FOR FENCE POST PIER FOUNDATIONS; TO EXTEND 1" ABOVE GRADE.
- 6" CRUSHED STONE (TYP.).
- FINISH GRADE SHALL BE UNIFORM AND LEVEL.
- 1.9" O.D. GALVANIZED STEEL, SCHEDULE 40 WELDED GATE FRAME (PER ASTM-F1083).
- 4" O.D. GALVANIZED STEEL SCHEDULE 40 GATE POSTS (PER ASTM-F1083).
- 1.66" O.D. PIPE FOR GATE FRAME BRACE RAIL, PER ASTM-F1083.
- DUCK BILL OPEN GATE HOLDER. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO INSTALLATION.
- STYMIE MULTITENANT LOCKING DEVICE.
- PROPOSED GEOTEXTILE FABRIC.
- CONCRETE PIER FOUNDATION; TO ACHIEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE DEPTH TO BE A MINIMUM OF 6" BELOW FROST LINE (48" MINIMUM, TYP.). SEE DETAIL FOR PROPOSED DIAMETER.
- 24" x 30" PARALLEL INFRASTRUCTURE SITE INFORMATION SIGN.
- 18" x 24" NO TRESPASSING SIGN.
- 4" WIDE SNOW GATE WITH DOUBLE SWING GATE
- FORK LATCH WITH COMBINATION LOCK



A FENCING DETAIL
SCALE: NTS

FENCING NOTES:

ALL FENCING TO BE INSTALLED PER ASTM F-567. ALL SWING GATES TO BE INSTALLED PER ASTM F-900.

BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLETED IF LOCAL ORDINANCE REQUIRES.

POST & GATE PIPE SIZES ARE GIVEN AS ACTUAL OUTER DIAMETERS. ALL PIPE TO BE GALVANIZED (HOT DIP, ASTM A53 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL). ALL OPEN POSTS SHALL HAVE END-CAPS.

ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC USING GALVANIZED HOG-RING WIRE.

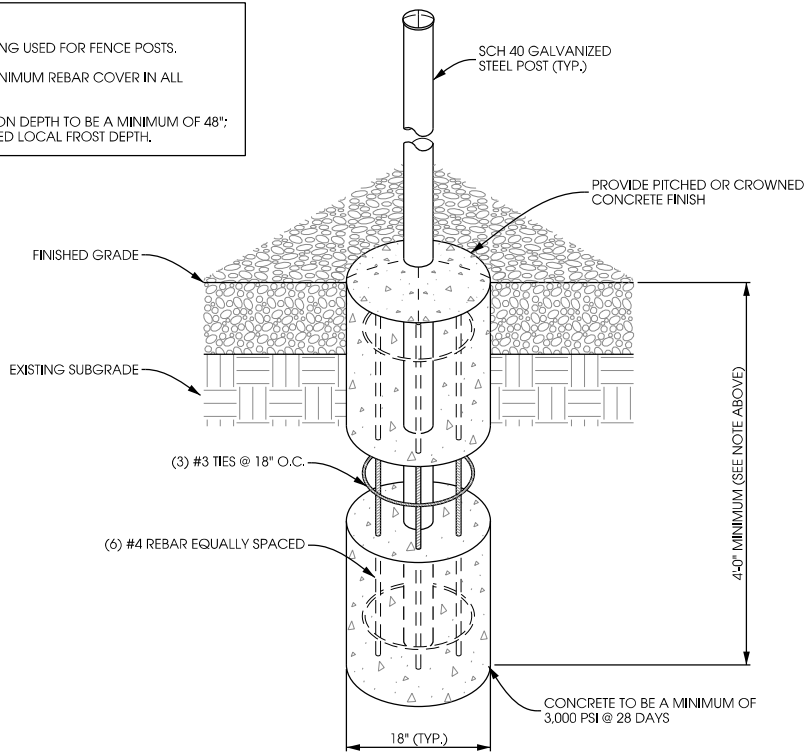
MUSHROOM ANCHOR AND PLUNGER REQUIRED FOR GATE. GENERAL CONTRACTOR RESPONSIBLE FOR PARALLEL INFRASTRUCTURE GATE LOCK.

NOTES:

PIER REINFORCING USED FOR FENCE POSTS.

MAINTAIN 3" MINIMUM REBAR COVER IN ALL DIRECTIONS.

PIER FOUNDATION DEPTH TO BE A MINIMUM OF 48"; DEPTH TO EXCEED LOCAL FROST DEPTH.



B FENCE PIER FOUNDATION DETAIL
SCALE: 11" x 17" - 1/2" = 1'-0"
22" x 34" - 1" = 1'-0"

FENCING NOTES

(IF DIFFERENT SPECIFICATION THAN PAGES (SP-1 AND SP-2) THESE NOTES WILL SUPERCEDE)

ALL FENCING USED BY THE GC MUST MEET OR EXCEED THE FOLLOWING:

HARDWARE SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZED. 9 GAUGE 2 INCH OR SMALLER MESH.

ALL POSTS AND BRACING MUST BE SCHEDULE 40

AROUND THE COMPOUND PERIMETER, THE GC SHALL INSTALL A COMMERCIAL-GRADE GALVANIZED 8" HIGH CHAIN LINK FENCE WITH A TOP RAIL THREE STRANDS OF BARBED WIRE FACING OUT AT THE TOP, AND A CONTINUOUS STRETCH WIRE AT THE BOTTOM. THE GC SHALL REFER TO SITE PLAN FOR DIMENSIONS.

ON COLLOCATIONS THE NEW FENCING MUST MATCH EXISTING FENCING.

THE GC SHALL PROVIDE 14' WIDE ENTRANCE (REFER TO DRAWINGS FOR SITE SPECIFIC DETAILS). THE GC SHALL BOND GATE TO FENCE WITH FLEXIBLE BOND STRAPS. THE TOP RAIL OF THE FENCE WILL BE ELECTRICALLY BONDED AT ALL CORNERS (4) AND AT ALL JOINTS BY THE GC.

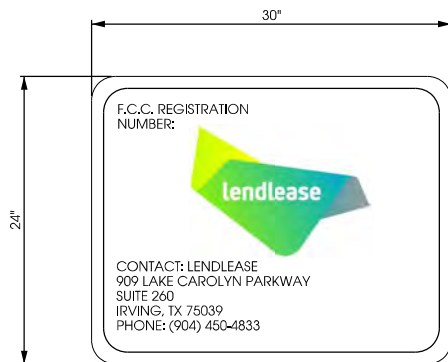
THE FENCE IS TO BE CADWELDED BY THE GC TO THE TOWER GROUND RING.

** IN ADDITION TO ALL OTHER NECESSARY SAFETY AND CUSTOMARY PRECAUTIONS, THE GC IS OBLIGATED TO TAKE: THE GC SHALL INSTALL ORANGE TEMPORARY FENCING AROUND THE PERIMETER, WHICH IS OF SUFFICIENT HEIGHT AND STRUCTURAL INTEGRITY TO PREVENT ACCESS TO THE SITE WHEN THE GC IS NOT PRESENT AT THE PROJECT SITE.

NOTES:

- 1" BORDER - 3" RADII

COLOR:
BACKGROUND - WHITE
LEGEND & BORDER- BLACK



C SIGN DETAIL
SCALE: NTS

SHEET TITLE:

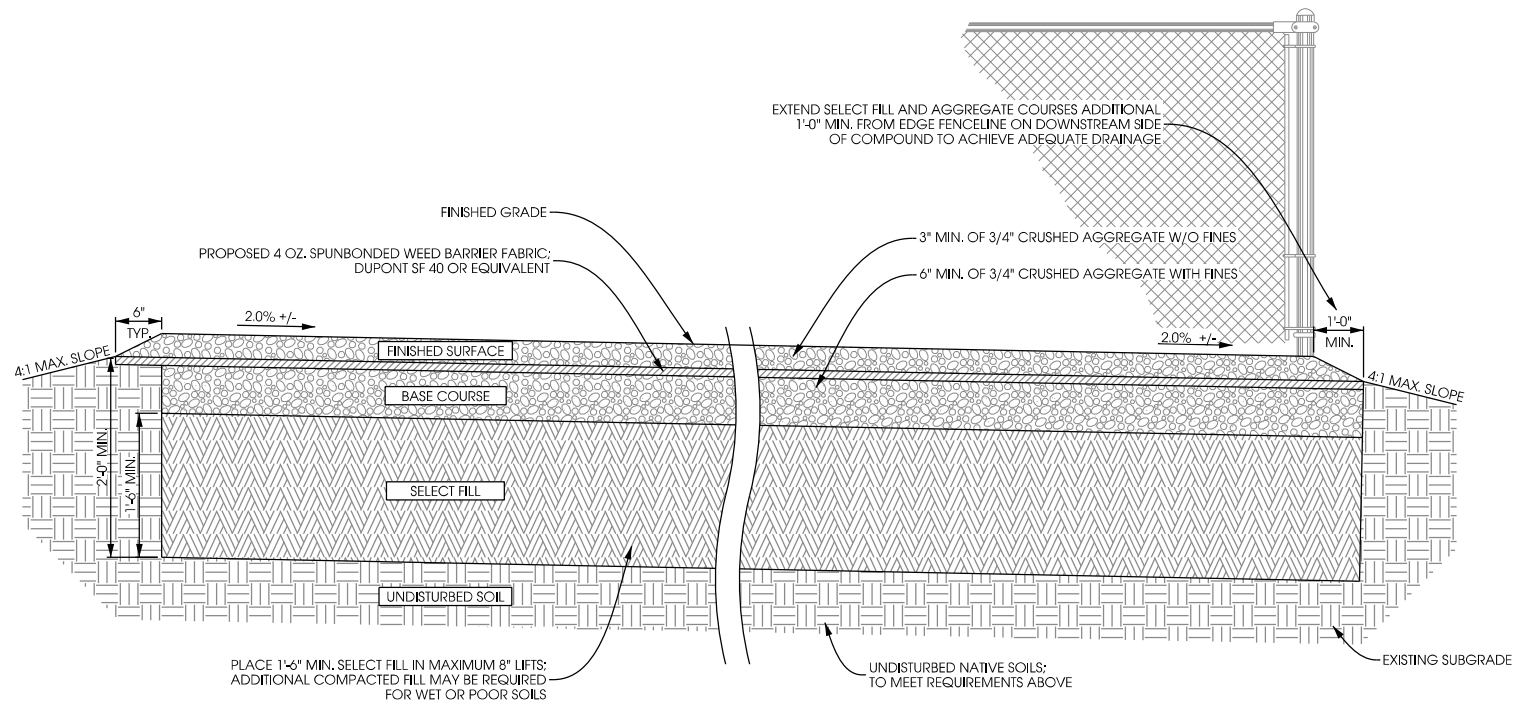
PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 -02/13/2019	JAH

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
C-3.dgn

SHEET NUMBER:
C-3

R:\15100\15143\CAD\Plot\CD\3\C-4.dgn



A

COMPOUND CROSS SECTION

SCALE: NTS

NOTES:

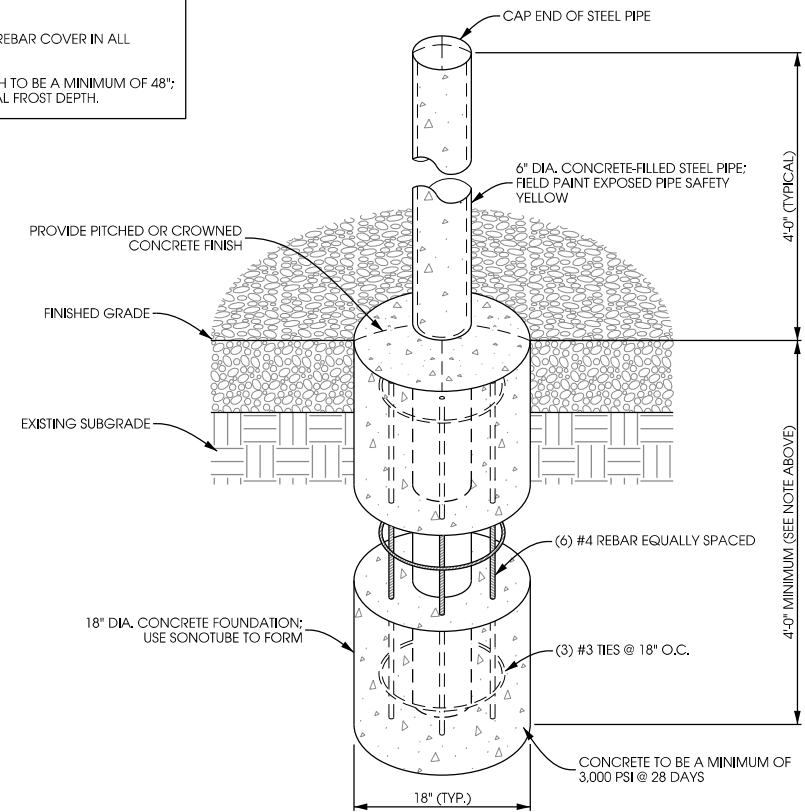
REMOVE ALL TOPSOIL, ORGANIC MATERIAL AND WET OR POOR SOILS WITHIN COMPOUND AREA. CONTRACTOR TO REVIEW SITE CONDITIONS AND CONSULT GEOTECHNICAL REPORT FOR ANTICIPATED DEPTH OF SOILS THAT WILL REQUIRE REMOVAL. IF POOR SOILS ARE ENCOUNTERED AT A DEPTH OF MORE THAN 2'-0", ADDITIONAL SELECT FILL MAY BE REQUIRED. CONTACT CONSTRUCTION MANAGER FOR GUIDANCE.

FINAL TOWER FOUNDATION DESIGN RECOMMENDATIONS TO SUPERCEDE GRADING PLAN OR SITE PLAN ELEVATIONS.

NOTES:

MAINTAIN 3" MINIMUM REBAR COVER IN ALL DIRECTIONS.

PIER FOUNDATION DEPTH TO BE A MINIMUM OF 48"; DEPTH TO EXCEED LOCAL FROST DEPTH.



B

PIPE BOLLARD DETAIL

SCALE: NTS

THIS SPACE INTENTIONALLY LEFT BLANK

CONSTRUCTION DETAILS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

Edge
Consulting Engineers, Inc.
624 Water Street
Poulsbo, WA 98267
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SHEET TITLE:

PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:	PCM
PLOT DATE:	2/13/2019
PROJECT #:	15143
FILE NAME:	C-4.dgn

SHEET NUMBER:

C-4



	■ EXISTING CONTOUR GRADES
	= PROPOSED CONTOUR GRADES
	= PROPOSED SPOT ELEVATIONS
	■ PROPOSED DRAINAGE PATH
	= PROPOSED SILT FENCE

1. CONTRACTOR SHALL GRADUALLY MATCH INTO EXISTING CONTOURS
2. NO PROPOSED EARTH WORK SHALL HAVE A GREATER SLOPE THAN 3:1
3. PROPOSED ACCESS DRIVE SHALL HAVE A MAX. SLOPE OF 6:1
4. PROPOSED EARTH WORK NEAR ENTRANCE AND EXIT OF ACCESS
DRIVE SHALL HAVE A SLOPE NO GREATER THAN 10:1
5. SLOPES OVER 4:1 WILL REQUIRE EROSION MAT (WDOT CLASS 1 TYPE B)

PROPOSED 14' WIDE ACCESS
- GATE WITH SNOW GATE. SEE
DETAILS ON PAGE C-3.

FUTURE
LEASE AREA

PROPOSED GRAVEL IN-BETWEEN PROPOSED FENCED
COMPOUND & EXISTING GRAVEL ACCESS DRIVE

EXISTING CONCRETE
RETAINING WALL

EXISTING GRAVEL
ACCESS DRIVE

PROPOSED 185'
MONOPOLE TOWER

E	891.15'
P	892.20'
T.O.C.	892.70'

E	890.50'
P	891.70'

C/L OF PROPOSED 30' WIDE UTILITY
AND INGRESS/ EGRESS EASEMENT
(1 END EASE)

PROPOSED 58' x 78' FENCED COMPOUND —

EXISTING GRAVEL
ACCESS DRIVE \

PROPOSED LANDLORD 60' x 80' LEASE AREA
(LENDLEASE)

PROPOSED VZW
20' x 36' LEASE AREA

EXISTING BROKEN
CONCRETE & GRAVEL

TREE CANOPY

FILL IN AND SLOPE TO GRASS

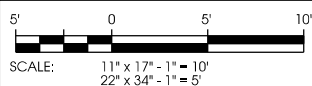
E	892.20'
P	893.20'

A diagram of a circular sector. A curved arrow indicates the radius $R = 10'$. Below the arc, the arc length is labeled as $89.2'$.

EXISTING CONC LOT

EXISTING CONCRETE
RETAINING WALL

EXISTING
BUILDING



 **Edge**
Consulting Engineers, Inc.

624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

GRADING PLAN
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:

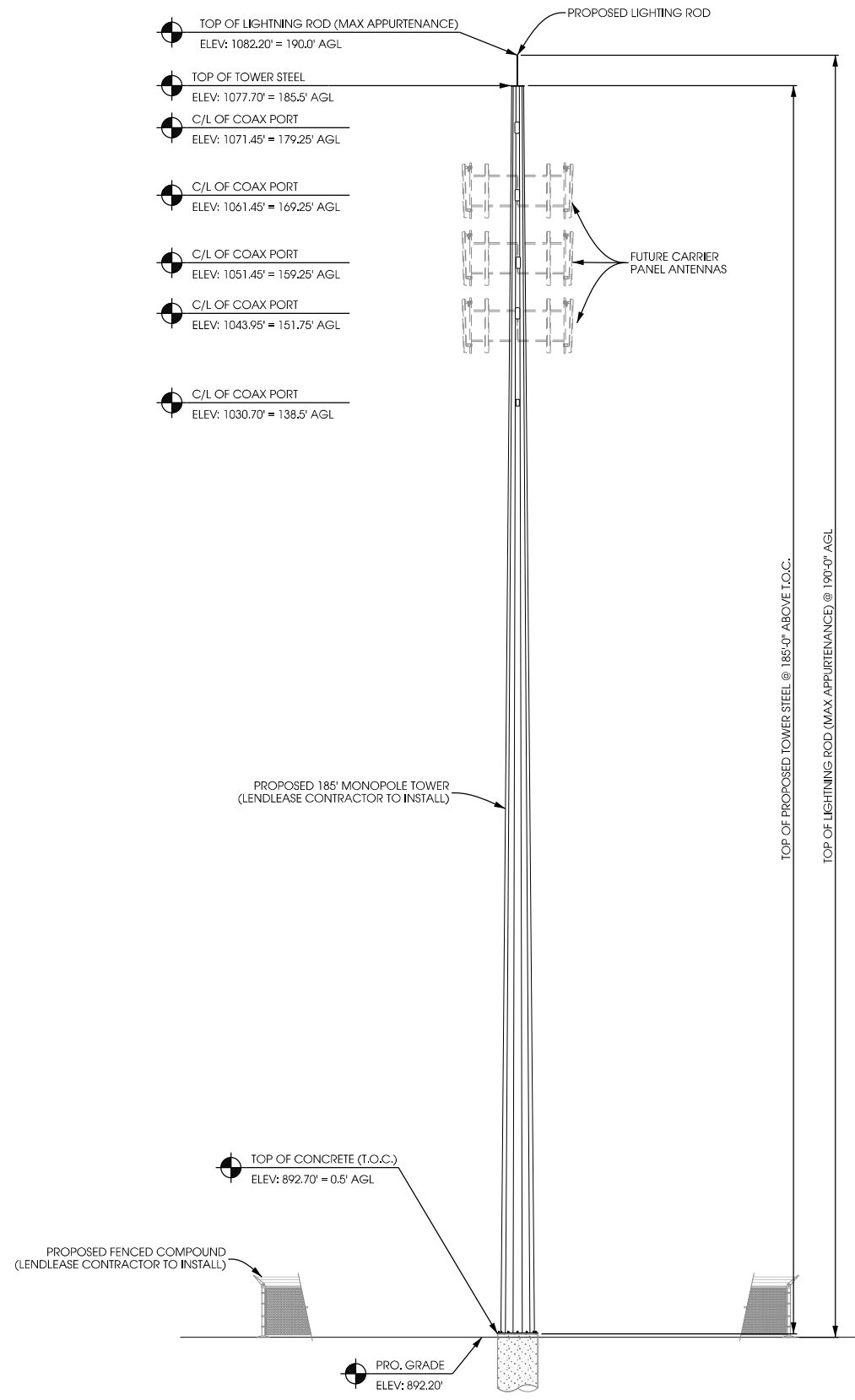
PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 -02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
C-5.dgn	

SHEET NUMBER:
C-5

NOTE:
TOWER MANUFACTURER TO INSTALL
PORTS AT LESSEE ANTENNA CL. VERIFY
FINAL PORT HEIGHT, SIZE AND
ORIENTATION WITH TOWER PLANS.



TOWER PROFILE [SOUTH ELEVATION]
SCALE: 11" x 17" - 1" = 24'-0"
22" x 34" - 1" = 12'-0"

- NOTES:
- 1.) CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNA WITH PROJECT MANAGER & FINAL RF DESIGN.
 - 2.) HYBRID CABLE LENGTH NOT TO EXCEED 367'.
 - 3.) HYBRID JUMPER CABLE LENGTH NOT TO EXCEED 30'.
 - 4.) IF CABLING LENGTH EXCEEDS MAXIMUM ALLOWED CONTRACTOR SHALL CONTACT CLIENT AND ENGINEER TO RESOLVE PRIOR TO CONSTRUCTION.

Edge
Consulting Engineers, Inc.
624 Water Street
Pittsfield, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

TOWER ELEVATION
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

PRELIMINARY DWGS:	
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
A-1.dgn	

UTILITY PROVIDER INFO:

ELECTRIC PROVIDER: WE ENERGIES
CONTACT: LAURIE FREDRICKS
PHONE: 262.253.4542
EMAIL: laurie.fredricks@we-energies.com
WORK ORDER #: MF 4027536

FIBER OPTIC PROVIDER: TIME WARNER
CONTACT: TOM HAMSKI
EMAIL: thomas.hamski@charter.com

FIBER VENDOR: MITECH
CONTACT: JOHN SCHUSTER
PHONE: 920.204.1223
EMAIL: jschuste@mit-tech.us
WORK ORDER #: TBD

POWER NOTE:

WE ENERGIES WILL FULLY BUILD THE SERVICE UP TO THE PROPOSED METER BANK INSIDE OF THE PROPOSED COMPOUND. WE ENERGIES WILL BRING PRIMARY DOWN FROM POWER POLE #96-00236 AND WILL ROUTE CONDUCTORS UNDERGROUND ALONG THE PROPOSED 30' WIDE UTILITY & INGRESS/EGRESS EASEMENT TO THE PROPOSED COMPOUND SITE. THE UTILITY WILL FURNISH & INSTALL CONDUCTORS FROM THIS POWER POLE ALONG THE UTILITY EASEMENT TO THE PROPOSED COMPOUND LOCATION. WE ENERGIES WILL INSTALL THE PROPOSED TRANSFORMER. THE UTILITY WILL ROUTE POWER TO A NEW METER BANK TO BE INSTALLED BY LENDLEASE WITHIN THE PROPOSED COMPOUND. WE ENERGIES WILL FURNISH/INSTALL/CONNECT ALL SECONDARY CONDUCTORS BETWEEN THE TRANSFORMER AND THE SUPPLY SIDE OF THE MULTIMETER PACK.

LENDLEASE'S CONTRACTOR IS TO FURNISH AND INSTALL THIS METERING CENTER, PARALLEL IS TO INSTALL PROTECTIVE BOLLARDS.

BETWEEN THE METER PACK AND THE EQUIPMENT SKID, LESSEE'S CONTRACTOR IS TO FURNISH AND INSTALL CONDUIT AND CONDUCTORS SUITABLE FOR 200A SERVICE, WITH CONDUIT BEING A MINIMUM OF 3" DIAMETER. CONDUIT IS TO BE BURIED TO A MINIMUM DEPTH OF 42". CONDUIT IS TO BE SCH. 40 WHERE UNDERGROUND AND SCH. 80 WHERE IT PROTRUDES FROM THE GROUND. SLIPJOINTS ARE TO BE INSTALLED AT THE BOTTOM OF THE METER PACK AND AT THE EQUIPMENT SKID. AT LEAST (1) PULL ROPE IS TO REMAIN IN THE CONDUIT BETWEEN THE METER PACK AND THE EQUIPMENT SKID AFTER THE CONTRACTOR HAS FINISHED THEIR WORK. CONTRACTOR IS TO HANDLE CONNECTIONS OF CONDUCTORS AT THE LOAD SIDE OF THE METER PACK AND AT THE EQUIPMENT SKID. WE WILL SET THE METER ONCE THE CONTRACTOR'S WORK HAS BEEN PROPERLY INSPECTED.

ADDITIONAL REQUIREMENTS ARE AS FOLLOWS:

- WE ENERGIES REQUESTS THAT CUSTOMER LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION.
 - WE ENERGIES WILL ONLY RESTORE ROW. CUSTOMER IS RESPONSIBLE FOR RESTORING PRIVATE PROPERTY.
 - WE ENERGIES WILL NOT HAUL SPOIL FROM PROPERTY.
 - WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE.
- ONCE WE ENERGIES HAS RECEIVED ALL SIGNED PAPERWORK AND HAVE THE NECESSARY PERMITS AND/OR EASEMENTS, THEY WILL SCHEDULE THE INSTALLATION. INSTALLATIONS OCCUR APPROXIMATELY THREE WEEKS AFTER ALL REQUIREMENTS ARE MET. PLEASE KEEP THE UTILITY INFORMED ON THE START OF CONSTRUCTION. WE ENERGIES REQUESTS THE CONTACT INFORMATION FOR LENDLEASE CONSTRUCTION MANAGER AND/OR LENDLEASE'S ELECTRICIAN TO SEND OUT THE OUTLET LOCATION LETTER.

FIBER NOTE:

THE MEET POINT SHALL BE ON THE WEST SIDE OF THE EXISTING ACCESS DRIVE LOCATED AT ROCKFIELD ROAD. MITECH HAS PROPOSED A DESIGN THAT WILL PULL EXISTING FIBER FROM THE OVERHEAD POWER POLES LOCATED SOUTH OF ROCKFIELD ROAD AND WILL BORE UNDERNEATH THE ROAD TO A NEWLY INSTALLED VAULT WITHIN THE ROW.

LENDLEASE CONTRACTOR WILL FURNISH AND INSTALL VAULTS. CHARTER/TWC WILL INSTALL CONDUITS BETWEEN THE TWO VAULTS.

LENDLEASE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR FURNISHING AND INSTALLING CONDUIT FROM THE VAULT NEXT TO THE ROW TO THE VAULT IN THE COMPOUND.

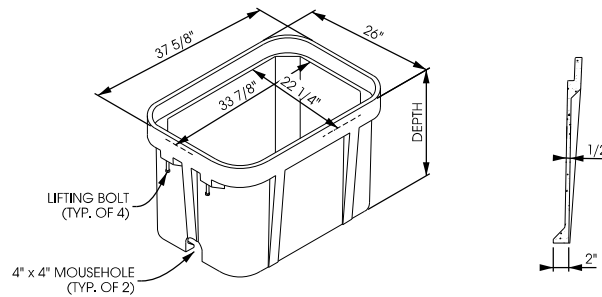
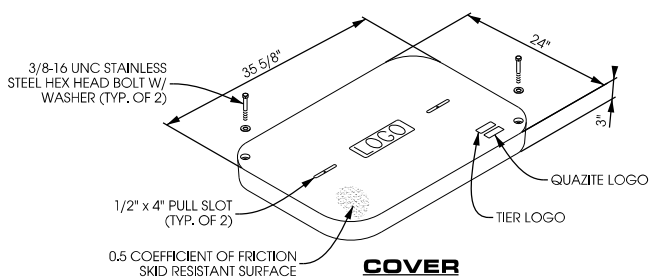
SPLICE / PULL BOX NOTES:

PG STYLE POLYMER CONCRETE (STACKABLE) ASSEMBLY

FOR SPLICE BOX LOCATIONS USE 24" x 36" x 36" DEEP BOX
QUAZITE PART # PG2436BA36 OR APPROVED EQUIVALENT

FOR PULL BOX LOCATIONS USE 24" x 36" x 24" DEEP BOX
QUAZITE PART # PG2436BA24 OR APPROVED EQUIVALENT

FOR COVERS FOR BOTH SPLICE AND PULL BOX LOCATIONS
USE QUAZITE PART # PG2436KK00 OR APPROVED EQUIVALENT



SPLICE/PULL BOX DETAIL

SCALE: NTS

C/L OF PROPOSED 30' WIDE UTILITY AND INGRESS/ EGRESS EASEMENT (LENDLEASE)

PROPOSED BURIED ELECTRIC TO BE INSTALLED BY WE ENERGIES: APPROX. 632' FROM POWER POLE #96-00236 TO COMPOUND.

LENDLEASE CONTRACTOR TO INSTALL (1) 4" DIA. CONDUIT TO LENDLEASE VAULT

LENDLEASE CONTRACTOR TO INSTALL (2) ORANGE 4" DIA. HDPE, SDR 13.5 SMOOTH WALL CONTINUOUS CONDUITS W/ (2) 1-1/4" INNER DUCTS PER CONDUIT FOR VZW FIBER OPTIC LINE: APPROX. 850' ± FROM SPLICE BOX AT COMPOUND TO VAULT AT PROPERTY LINE: SEE PAGE C-1 FOR VAULT LOCATION

C/L OF PROPOSED 30' WIDE UTILITY AND INGRESS/ EGRESS EASEMENT (LENDLEASE)

PROPOSED BURIED ELECTRIC TO BE INSTALLED BY WE ENERGIES: APPROX. 8' FROM TRANSFORMER TO UTILITY RACK

PROPOSED BOLLARD TO BE INSTALLED BY LENDLEASE'S CONTRACTOR (TYP. OF 3); SEE PAGE C-4 FOR DETAILS

PROPOSED MULTI-CARRIER UTILITY RACK TO BE INSTALLED BY LENDLEASE'S CONTRACTOR. SEE DETAILS ON PAGE E-1

PROPOSED TRANSFORMER TO BE INSTALLED BY WE ENERGIES

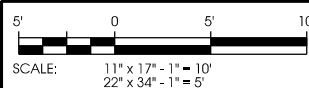
LENDLEASE CONTRACTOR TO INSTALL PROPOSED FIBER FIBER VAULTS: SEE DETAIL A/E-1

PROPOSED VZW 20' x 36' LEASE AREA

PROPOSED 58' x 78' FENCED COMPOUND (LENDLEASE CONTRACTOR TO INSTALL)

FUTURE LEASE AREA

PROPOSED 185' MONOPOLE TOWER



SHEET TITLE:

PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:

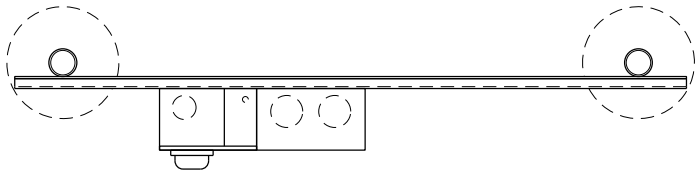
CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
E-1.dgn

SHEET NUMBER:
E-1

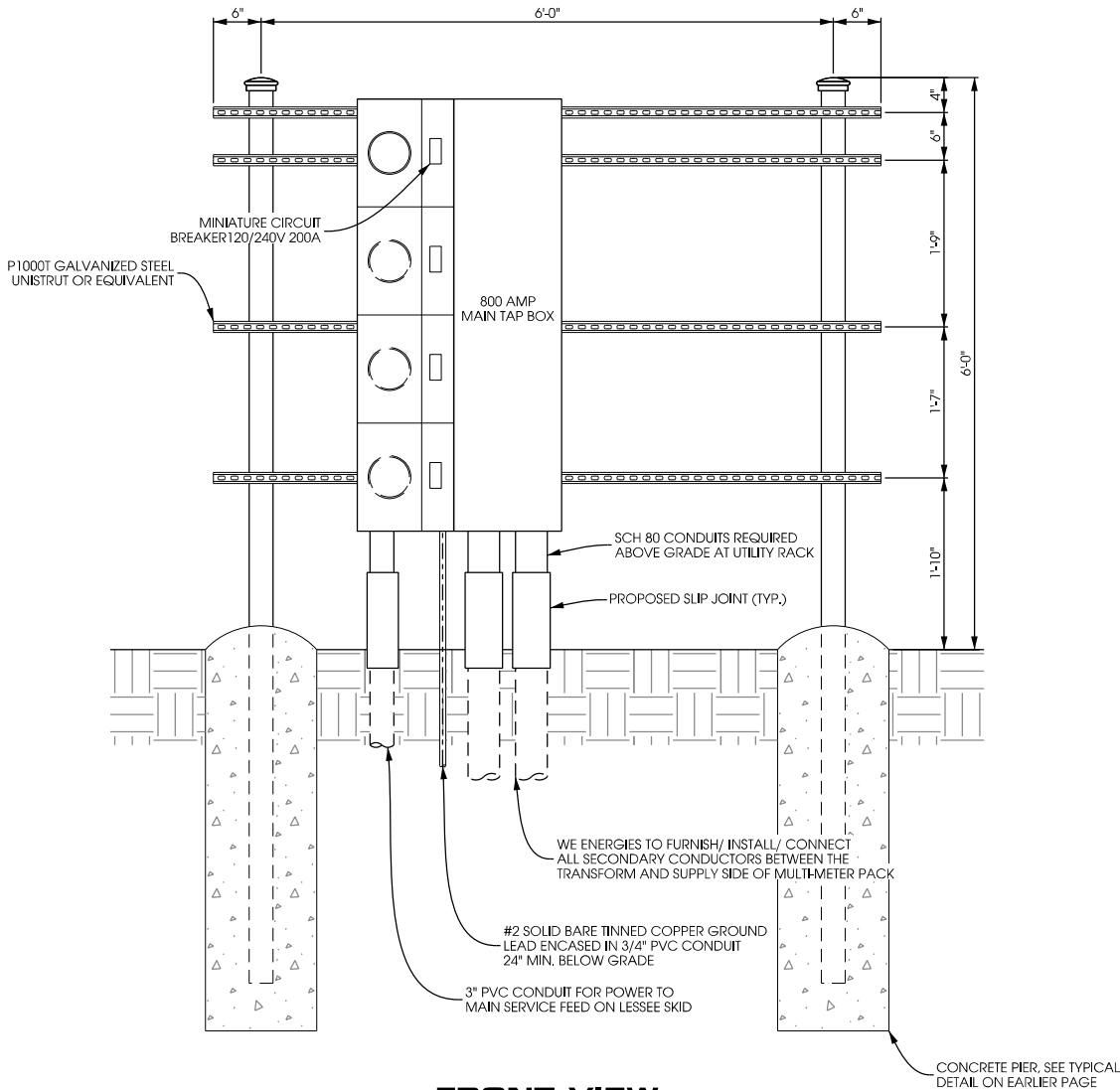
NOTE:
- AT MULTI GANGED METER INSTALLATIONS ROUTE A 3/0 GREEN THWN STRANDED COPPER CONDUCTOR FROM THE N-G CONNECTION POINT TO JUST ABOVE THE EARTH SURFACE. THIS CONDUCTOR SHALL BE ROUTED THROUGH PVC ABOVE FINISHED GRADE TO AVOID THEFT AND BARE UPON ENTRY INTO EARTH & BONDED TO AN APPROVED DRIVEN GROUND ROD.

CABINET MOUNT NOTE:
- ATTACH CABINETS W/ SPRING LOADED WASHERS TO UNISTRUTS

UTILITY RACK LAYOUT HAS BEEN REVIEWED BY ELECTRIC PROVIDER. ALL DEVIATIONS FROM UTILITY RACK DETAIL TO BE APPROVED BY LAURIE FREDRICKS FROM WE ENERGIES



PLAN VIEW



FRONT VIEW

A MULTI-METER UTILITY RACK
SCALE: 11" x 17" - 1/2" = 1'-0"
22" x 34" - 1" = 1'-0"

**UTILITY RACK DETAILS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN**

SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
E-2.dgn

SHEET NUMBER:
E-2

R:15100\15143\CAD\Plot\CD\G-1.dgn

LEGEND

-  INSPECTION WELL
-  5/8" DIA. x 10'-0" LONG, STEEL CLAD W/ A PURE COPPER JACKET (10' MAX SEPARATION)
-  EXOTHERMIC CONNECTION (CADWELD OR EQUIVALENT)
-  MECHANICAL CONNECTION (BURNDY OR EQUIVALENT)
-  GROUND LEAD
-  18" X 18" X .032" THK COPPER PLATE (10' MAX SEPARATION)

KEYED GROUNDING NOTES:

- 1 TOWER GROUND RING, #2 SOLID BARE-TINNED COPPER GROUND LEAD MIN. 4'-6" BURY (TYP.) OR 6" BELOW FROST WHICH EVER IS GREATER. GROUND RODS SPACED @ 8' O.C.
- 2 18" x 18" x .032" THICK COPPER PLATE (MAX. 10' SEPARATION) HARGER PART # GP1818-2T OR APPROVED EQUIVALENT. SEE DETAILS ON PAGE G-2
- 3 INSPECTION WELL (TYP.); SEE PAGE G-2 FOR DETAIL
- 4 (4) GROUND LEADS FROM TOWER STEEL TO GROUND RING (USE GROUNDING TABS WHEN AVAILABLE)
- 5 GATE GROUND LEAD, #2 SOLID BARE TINNED COPPER GROUND LEADS TO GATE POST, & BRAIDED STRAP CONNECTION FROM POST TO GATE
- 6 GROUND ELECTRIC METER TO (2) INDEPENDENT GROUND RODS, SPACED 10' O.C. WITH #2 SOLID BARE TINNED COPPER
- 7 GROUND MULTI-METER CABINETS
- 8 PERIPHERAL GROUND RING SHOULD BE INSTALLED 1" TO 2" INSIDE THE FENCED LINE; THE TOWER GROUND RING SHOULD BE INSTALLED A MINIMUM OF 2' OFF ANY STRUCTURE
- 9 FENCE CORNER GROUND LEAD, #2 SOLID BARE TINNED COPPER, CADWELD CONNECTION. GROUND FENCE POSTS WITHIN 6-FEET OF EQUIPMENT SKID AND 25-FEET OF TOWER
- 10 FIBER OPTIC HAND HOLE
- 11 4" x 12" x 1/4" GROUND BAR INSIDE HAND HOLE; CONTRACTOR TO DRIVE 10' GROUND ROD & CLAMP TO GROUND BAR

GROUNDING NOTE:

THIS GROUNDING PLAN WAS PREPARED PRIOR TO THE RECEIPT OF THE TOWER FOUNDATION DESIGN. THE LAYOUT OF RADIALS AND GROUND RODS ARE APPROXIMATE IN NATURE AND MAY NEED TO BE ADJUSTED IN THE FIELD. GROUND RODS SHOULD NOT EXTEND THROUGH THE TOWER FOUNDATION OR OTHER STRUCTURAL ELEMENTS WITHOUT PRIOR APPROVAL FROM THE DESIGN ENGINEER. IN ADDITION, SOME ADJUSTMENT TO THE GROUND METHOD MAY BE REQUIRED IN INSTANCES WHERE SHALLOW BEDROCK OR OTHER UNIQUE CIRCUMSTANCES ARE ENCOUNTERED. CONTRACTOR SHALL CONSULT GEOTECHNICAL REPORT FOR FURTHER DESIGN AND CONSTRUCTION RECOMMENDATIONS.

GROUNDING ELECTRODE SYSTEM NOTES:

1. CONNECTIONS:
ALL CONNECTIONS SHALL BE EXOTHERMICALLY CONNECTED UNLESS NOTED OTHERWISE. CONTRACTOR TO FOLLOW ALL MANUFACTURER'S GUIDELINES & RECOMMENDATIONS.
2. ALL ELECTRICAL AND MECHANICAL GROUND CONNECTIONS SHALL HAVE ANTI-OXIDANT COMPOUND APPLIED TO CONNECTION.
3. FENCE/GATE:
GROUND FENCE POSTS WITHIN 6-FEET OF ENCLOSURE AND 25-FEET OF TOWER. GROUND EACH GATE POST AND CORNER POST. GROUND CONNECTIONS TO FENCE POSTS SHALL BE MADE BY THE EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES.
4. CONTRACTOR SHALL SUBMIT THE GROUND RESISTANCE TEST REPORT AS FOLLOWS:
A. ONE (1) COPY TO THE OWNER REPRESENTATIVE
B. ONE (1) COPY TO THE ENGINEER
C. ONE (1) COPY TO KEEP INSIDE EQUIPMENT ENCLOSURE

NOTE:

- THE GROUNDING SHALL BE TESTED PRIOR TO FINAL BACKFILLING. DOCUMENTATION OF 5 OHM OR LESS RESISTANCE TO BE PROVIDED TO PROJECT MANAGER.

- ALL NON-INSULATED GROUND LEADS EXTENDING ABOVE GROUND LEVEL SHALL BE ENCASED IN 3/4" PVC & SEALED WITH SILICONE. PVC SHALL BE MIN. 16" INTO EARTH & EXTEND MIN. 6" ABOVE GROUND.

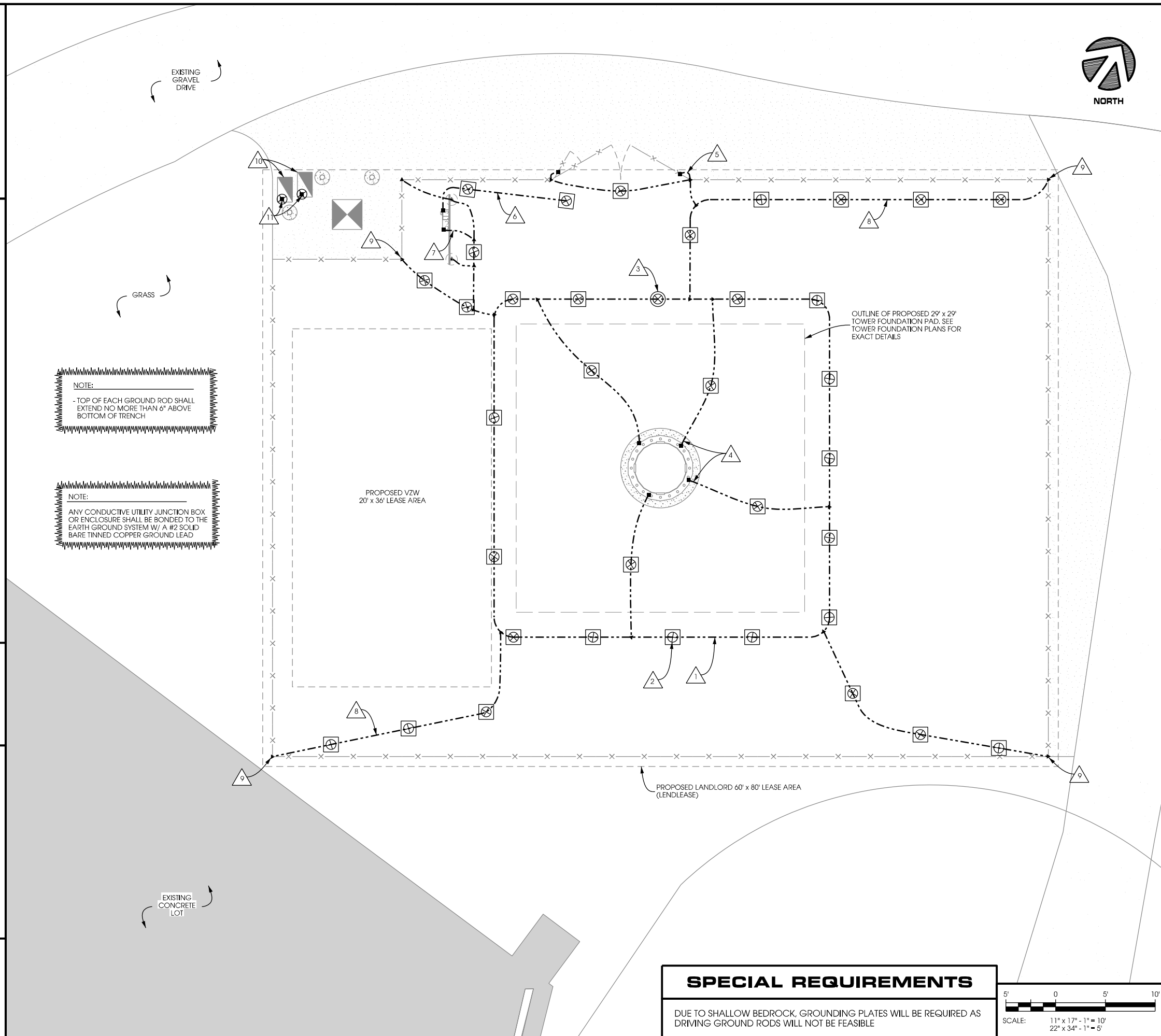
- INSTALL 18" X 18" COPPER PLATES IN LIEU OF GROUND RODS WHEN INSTALLING OVER TOWER FOUNDATION OR WHERE DRIVING GROUND RODS IS NOT FEASIBLE.

NOTE:

- TOP OF EACH GROUND ROD SHALL EXTEND NO MORE THAN 6" ABOVE BOTTOM OF TRENCH

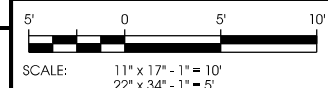
NOTE:

ANY CONDUCTIVE UTILITY JUNCTION BOX OR ENCLOSURE SHALL BE BONDED TO THE EARTH GROUND SYSTEM W/ A #2 SOLID BARE TINNED COPPER GROUND LEAD



SPECIAL REQUIREMENTS

DUE TO SHALLOW BEDROCK, GROUNDING PLATES WILL BE REQUIRED AS DRIVING GROUND RODS WILL NOT BE FEASIBLE



SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH

STAMPED PERMIT DWGS:
PERMIT CD's REV.1 - 02/13/2019

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
G-1.dgn

SHEET NUMBER:

G-1

18" x 18" COPPER GROUND PLATE WITH #2 SOLID
BARE TINNED COPPER CONDUCTOR (QTY. = 10
PER BOX).



SCALE: NTS

SCALE: NTS

SCALE: NTS

SCALE: NTS

SCALE: NTS

SCALE: NTS

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD'S REV.1 -02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:	
CM	
LOT DATE:	
7/13/2019	
PROJECT #:	
5143	
FILE NAME:	
-2.dgn	

SHEET NUMBER:

G-2

R:15100,15143,CAD,Plot,CDS,SP-1.dgn

GENERAL

THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS ARE INTERRELATED WHEN PERFORMING THE WORK. EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

DIVISION 1: GENERAL REQUIREMENTS

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

A. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES. INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES, AND SIMILAR RELEASES.

B. SUBMIT RECORD DRAWINGS, DAMAGE, OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.

C. COMPLETE FINAL CLEANUP REQUIREMENTS, INCLUDING TOUCH-UP PAINTING, TOUCH-UP AND OTHERWISE REPAIR AND RESTORED MARRED EXPOSED FINISHES.

PART 2 - FINAL CLEANING/PROJECT CLOSEOUT

1. COMPLETE THE FOLLOWING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATE OF COMPLETION:

A. CLEAN THE PROJECT SITE, YARD AND GROUNDS IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT, AREAS OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED TO A SMOOTH, EVEN-TEXTURED SURFACE.

B. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY, AND SURPLUS MATERIAL FROM THE SITE.

C. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT BUILDING.

D. CLEAN EXPOSED EXTERIOR AND INTERIOR HARD-SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.

E. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING ROOFS, EQUIPMENT BUILDING, MAN-HOLES AND SIMILAR SPACES.

F. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.

G. TOUCH-UP AND OTHERWISE REPAIR AND RESTORE MARRED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CAN NOT BE SATISFACTORILY BE REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NO PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES.

H. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.

I. DUST OFF ALL EQUIPMENT, INCLUDING BATTERY PACKS, WITHIN EQUIPMENT BUILDING.

J. GENERAL CONTRACTOR TO CLEAN AND APPLY STATIC-FREE WAX TO THE FLOORS ONCE FINAL SHELTER EQUIPMENT AND ACCESSORIES ARE COMPLETED.

2. REMOVAL OF PROTECTION

REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

DIVISION 2: SITE WORK

SECTION 02200 - EARTHWORK AND DRAINAGE

PART 1 - GENERAL

1. WORK INCLUDED - SEE SITE PLAN

2. DESCRIPTIONS

ACCESS DRIVE WITH TURN-AROUND AREA, LEASE AREA, AND, IF APPLICABLE, UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL-DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.

3. QUALITY ASSURANCE

A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).

B. APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (AS NEEDED).

C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

4. SEQUENCING

A. CONFIRM SURVEY STAKES AND SET ELEVATIONS STAKES PRIOR TO ANY CONSTRUCTION.

B. COMPLETELY GRUB THE ACCESS DRIVE WITH TURN-AROUND, UNDERGROUND UTILITY EASEMENTS (IF APPLICABLE), AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION, PLACEMENT OF BACKFILL AND SUB-BASE MATERIAL.

C. CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE.

D. BRING THE LEASE AREA AND ACCESS DRIVE WITH TURN-AROUND TO BASE COURSE ELEVATION PRIOR TO INSTALLING FOUNDATION.

E. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS SUCH THAT THE STERILIZER ONLY COMES IN CONTACT WITH PROPOSED GRAVEL SURFACES

F. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AND ACCESS DRIVE WITH TURN-AROUND TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.

G. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY THE PROJECT MANAGER.

H. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

5. SUBMITTALS

A. BEFORE CONSTRUCTION
IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO (2) COPIES OF THE LANDSCAPE PLAN UNDER NURSERY LETTERHEAD. IF LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD, REFER TO PLANS FOR LANDSCAPING REQUIREMENTS.

G. PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.

B. AFTER CONSTRUCTION

1. MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZED.

2. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.

3. LANDSCAPING WARRANTY STATEMENT.

6. WARRANTY

A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.

B. SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE ROAD AND SITE AREAS FOR ONE YEAR FOM DATE OF FINAL INSPECTION.

C. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS PRIOR TO FINAL INSPECTION.

D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL INSPECTION.

PART 2 - PRODUCTS

1. MATERIALS

A. SOIL STERILIZER SHALL BE AN EPA REGISTERED, PRE-EMERGENCE LIQUID:
TOTAL KILL PHASAR CORPORATION
PRODUCT 910 P.O. BOX 5123
EPA 10292-7 DEARBORN, MI 48128
313.563.8000

AMBUSH HERBICIDE FRAMAR INDUSTRIAL PRODUCTS
EPA REGISTERED 1435 MORRIS AVENUE
UNION, NJ 07083
800.526.4924

B. ROAD AND SITE MATERIALS SHALL CONFORM TO DOT SPECIFICATIONS (UNLESS OTHERWISE NOTED). ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.

C. SOIL STABILIZED FABRIC SHALL BE MIRAFI - 500X.

PART 3 - EXECUTION

1. INSPECTIONS

LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY THE LOCAL JURISDICTION.

2. PREPARATION

A. CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE WITH TURN-AROUND, AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION.

B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES BELOW GRADE.

C. UNLESS OTHERWISE INSTRUCTED BY LEASEE, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.

D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.

E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH A STABILIZED MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

F. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS. REMOVE SOFT SPOTS, PLACE SELECT FILL AND COMPACT TO 95% MODIFIED PROCTOR.

3. INSTALLATION

A. GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE WITH TURN-AROUND AS REQUIRED IN ORDER THAT UPON DISTRIBUTION OF SPOILS RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADES, OR INDICATED SLOPES.

B. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.

C. BRING THE ACCESS DRIVE WITH TURN-AROUND TO BASE COURSE ELEVATION TO FACILITATE CONSTRUCTION AND OBSERVATION DURING CONSTRUCTION OF THE SITE.

D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.

E. THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE NOTED.

F. WHEN IMPROVING AN EXISTING ACCESS DRIVE, GRADE THE EXISTING DRIVE TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.

H. THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE SITE FENCE, UNLESS OTHERWISE NOTED, AND SHALL COVER THE AREA AS INDICATED.

I. NO SLOPES ARE TO BE GREATER THAN 3:1.

J. APPLY RIP-RAP TO THE SIDES OF DITCHES AND DRAINAGE SWALES WHERE INDICATED ON THE DRAWINGS.

K. RIP-RAP ENTIRE DITCH FOR SIX (6) FEET IN ALL DIRECTIONS AT CULVERT OPENINGS. (WHEN APPLICABLE)

L. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIP-RAPPED.

M. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES, OR CULVERTS BE PLACED SO THAT THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.

N. IN DITCHES WITH SLOPES GREATER THAN 10%, MOUND DIVERSIONARY HEADWALLS IN THE DITCH AT AN ANGLE NO GREATER THAN 60° OFF THE DITCH LINE. RIP-RAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.

O. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDDED TO EVEN THE SURFACE AND LOOSEN THE SOIL.

P. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.

Q. ENSURE GROWTH OF SEEDDED AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

4. FIELD QUALITY CONTROL

COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1567; AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.

5. PROTECTION

A. PROTECT SEEDDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES. STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.

B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE, AND SECURED TO 2" x 2" x 4'-0" WOODEN STAKES EXTENDING TWO-FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.

C. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION; ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

SECTION 02830 - CHAIN-LINK FENCING AND GATE(S)

PART 1 - GENERAL

1. WORK INCLUDED

SEE PLAN FOR SITE AND LOCATION OF FENCE AND GATE(S).

2. QUALITY ASSURANCE

ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN TWELVE (12) OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE "E" ZINC, EIGHTEEN (18) OUNCES PER SQUARE FOOT.

3. SEQUENCING

IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION (PRIOR TO THE FENCE CONSTRUCTION), FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.

4. SUBMITTALS

A. MANUFACTURER'S DESCRIPTIVE LITERATURE.

B. CERTIFICATE OR STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS.

PART 2 - PRODUCTS

1. FENCE MATERIAL

A. ALL FABRIC WIRE, RAILS, HARDWARE, AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.

B. FABRIC SHALL BE 9 GAUGE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP SELVAGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.

C. BARBED WIRE SHALL BE DOUBLE-STRAND, 12-1/2 GAUGE TWISTED WIRE, WITH 14-GAUGE, 4-POINT ROUND BARBS SPACED ON FIVE (5) INCH CENTERS.

D. ALL POSTS SHALL BE SCHEDULE - 40 MECHANICAL SERVICE PIPE AND SHALL BE PER ASTM-F1083 AND OF THE FOLLOWING ACTUAL OUTER DIAMETERS:

LINE: 2.375" O.D. SCHEDULE 40

CORNER: 2.875" O.D. SCHEDULE 40 (FOR FENCE FABRIC HEIGHT OF 6' OR LESS)
3.5" O.D. SCHEDULE 40 (FOR FENCE FABRIC HEIGHT OF 8' OR LESS)

GATE: 4" O.D. SCHEDULE 40

E. GATE POSTS SHALL BE EXTENDED TWELVE (12) INCHES, INCLUDING DOME CAP, TO PROVIDE FOR ATTACHMENT OF BARBED WIRE.

F. ALL TOP AND BRACE RAILS SHALL BE 1.66" O.D. SCHEDULE - 40 MECHANICAL-SERVICE PIPE.

G. GATE FRAMES AND BRACES SHALL BE 1.9" O.D. SCHEDULE 40 MECHANICAL-SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.

H. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE, AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.

I. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 180-DEGREE ATTACHMENT.

J. THE GUIDE (LATCH ASSEMBLY) SHALL BE HEAVY INDUSTRIAL DOUBLE GATE LATCH. SEE DETAIL(S).

K. LATCHES AND STOPS SHALL BE PROVIDED FOR ALL GATES.

L. PLUNGER ROD COMPLETE WITH RECEPTOR TO BE PROVIDED AT THE INACTIVE LEAF OF ALL DOUBLE GATE INSTALLATIONS.

M. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.

N. A 9 GAUGE ALUMINUM TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.

O. A SIX (6) INCH BY 1/2 INCH DIAMETER EYEBOLT TO HOLD TENSION WIRE SHALL BE PLACED AT LINE POSTS. (WHEN APPLICABLE)

P. STRETCHER BARS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS-SECTIONAL AREA.

Q. ALL CORNER GATE AND PANELS SHALL HAVE A 3/8 INCH TRUSS ROD WITH TURNBUCKLES.

R. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.

S. OTHER HARDWARE INCLUDES, BUT MAY NOT BE LIMITED TO, TIE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.

T. BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.

U. BARBED WIRE SUPPORT ARMS SHALL BE PRESSED STEEL COMPLETE WITH SET BOLT AND LOCK WIRE IN THE ARM.

V. ALL CAPS SHALL BE MALLEABLE IRON, DOME OR ACORN SHAPED AS REQUIRED BY PIPE SIZE.

W. WHERE THE USE OF CONCERTINA HAS BEEN SPECIFIED, 24-INCH DIAMETERS COIL, BARBED TAPE, STAINLESS STEEL, CYCLONE FENCE MODEL G8P TO TYPE III SHALL BE FURNISHED. IT SHALL BE SUPPORTED ABOVE THE TOP RAIL BY USE OF SIX (6) WIRE BARBED WIRE ARMS POSITIONED ATOP EACH LINE/CORNER POST.

PART 3 - EXECUTION

1. INSPECTION

TO CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.

2. INSTALLATION

A. FOUNDATIONS SHALL HAVE A MINIMUM SIX (6) INCH CONCRETE COVER UNDER POST.

B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITHIN ONE QUARTER (1/4) INCH.

C. FABRIC SHALL BE TENSIONED PER MANUFACTURER'S RECOMMENDATIONS TO PRESENT A NEAT APPEARANCE.

D. AT CORNER POSTS, GATE POSTS, AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT FIFTEEN (15) INCH INTERVALS.

E. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT FIFTEEN (15) INCH INTERVALS.

F. FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE-CLIPS AT TWO (2) FOOT INTERVALS.

G. A MAXIMUM GAP OF ONE (1) INCH WILL BE PERMITTED BETWEEN TIE CHAIN LINE FABRIC AND THE FINAL GRADE.

H. GATE SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.

I. GATE HINGE BOLTS SHALL HAVE THEIR THREADS PEENED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.

J. GATE POSTS SHALL NOT BE SHARED AS A CORNER POST.

K. CONCRETE TO BE A MINIMUM OF 3,000 PSI AT 28 DAYS. CEMENT SHALL EXCEED ASTM C150, TYPE IIIA.

3. PROTECTION

UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT, COLOR TO MATCH THE GALVANIZED METAL.

APPLICABLE STANDARDS:

ASTM-A53 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS, FOR ORDINARY USES.

ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.

ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.

ASTM-A392 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC

ASTM-A525 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.

ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP, STRUCTURAL QUALITY.

ASTM-A535 SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE, FEDERAL SPECIFICATION RR-F191- FENCING, WIRE AND POST METAL AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES.

ASTM-F1083 SPECIFICATION FOR PIPE, STEEL HOT-DIPPED ZINC-COATED (GALVANIZED) WELDED, FOR FENCE STRUCTURES.

DIVISION 3: CONCRETE

SECTION 03000 - BASIC CONCRETE MATERIALS AND METHODS

PART 1 - GENERAL

1. WORK INCLUDED

FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.

2. INSPECTIONS

A. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR HIS SCOPE OF WORK.

B. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE LESSEE CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.

C. THE LESSEE CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.

3. QUALITY ASSURANCE

A. CONSTRUCT AND ERECT CONCRETE FORMWORK IN ACCORDANCE WITH ACI 301 AND ACI 318.

B. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A184.

C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.

D. OPEN FOUNDATION TRENCHES SHALL BE INSPECTED PRIOR TO CONCRETE INSTALLATION.

4. SUBMITTALS

SUBMIT CONCRETE MIX AND REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY LESSEE CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN THE FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BLUELINE DRAWINGS FOR REINFORCING STEEL.

PART 2 - PRODUCTS

1. REINFORCEMENT MATERIALS

A. REINFORCEMENT STEEL: ASTM A615, 60 KSI YIELD GRADE, DEFORMED BILLET STEEL BARS, PLAIN FINISH.

B. WELDED STEEL WIRE FABRIC: ASTM A185 PLAIN TYPE, IN FLAT SHEETS, PLAIN FINISH.

C. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS, SIZED AND SHAPED TO SUPPORT REINFORCING.

D. FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, ACI 318, ASTM A184.

2. CONCRETE MATERIALS

A. CEMENT: ASTM C150, PORTLAND TYPE

B. FINE AND COURSE AGGREGATES: ASTM C33 - MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR ONE-THIRD (1/3) CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.

C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.

D. AIR ENTRAINING ADMXTURE: ASTM C260.

E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.

F. NON-SHRINK GROUT: PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICISING AGENTS.

3. CONCRETE MIX

A. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE A.C.I. REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.

B. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94, ALT. 3.

C. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. PROVIDE CONCRETE AS FOLLOWS:

1. COMPRESSIVE STRENGTH: 3000 PSI AT 28 DAYS.
(MIN. OR AS SPECIFIED IN STRUCTURAL DRAWINGS)

2. SLUMP: 4 INCHES

3. AIR ENTRAINMENT: 6%

PART 3 - EXECUTION

1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS

A. THE CONTRACTOR SHALL COORDINATE AND CROSS-CHECK ARCHITECTURAL, BUILDING & ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, AND OTHER ITEMS RELATED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.

B. PROVIDE FORMED OPENINGS WHERE REQUIRED FOR WORK TO BE EMBEDDED IN AND PASSING THROUGH CONCRETE MEMBERS.

C. COORDINATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENING, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS.

D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL AND PLUMB.

R: 15100\151483\CAD\1 Plot\CD3A.SP-2.dgn

- D. MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE THREE (3) INCHES UNLESS OTHERWISE NOTED.
- E. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED THREE (3) INCHES NOR BE LESS THAN TWO (2) INCHES.
3. PLACING CONCRETE
- A. VIBRATE ALL CONCRETE.
- B. ALL CONCRETE WORK SHALL ADHERE TO THE LATEST A.C.I. STANDARDS FOR WINTER POURING AND CURING PROCEDURES IF SEASONAL CONDITIONS APPLY.
4. CURING
- A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.
- B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
5. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.
6. FIELD QUALITY CONTROL
- A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS - TAKEN FOR EVERY FIFTEEN (15) CUBIC YARD OR LESS, SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE WITH ASTM , C-31 AND C-39.
- B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER - TAKEN DURING COLD WEATHER POURS, AND CURED ON JOB SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.
- C. SUBMIT ONE (1) SLUMP TEST - TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.
7. DEFECTIVE CONCRETE
- MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED LINES, DETAILS OR ELEVATIONS AT COST OF GC, AS DIRECTED BY ARCHITECT/ENGINEER.

DIVISION 5: METALS

SECTION 05000 - METALS

PART 1 - GENERAL

1. SECTION INCLUDES

STRUCTURAL STEEL FRAMING MEMBERS, BASE PLATES, PLATES, BARS AND GROUTING UNDER BASE PLATES.

2. SUBMITTALS

SHOP DRAWINGS: INDICATE SIZES, SPACING, AND LOCATIONS OF STRUCTURAL MEMBERS, OPENINGS, CONNECTIONS, CAMBERS.

3. QUALITY ASSURANCE

- A. FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
- B. PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.

PART 2 - PRODUCTS

1. MATERIALS:

- A. STRUCTURAL STEEL MEMBERS: ASTM A572, GRADE 50
- B. STRUCTURAL TUBING: ASTM A500, GRADE B
- C. PIPE: ASTM A53, TYPE E OR S, GRADE B
- D. BOLTS, NUTS, AND WASHERS: ASTM A325
- E. ANCHOR BOLTS: ASTM A307
- F. WELDING MATERIALS: AWS D1.1, TYPE REQUIRED FOR MATERIALS BEING WELDED
- G. GROUT: NON-SHrink TYPE, PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICISING ADDITIVES, CAPABLE OF DEVELOPING A MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS.
- H. SHOP AND TOUCH-UP PRIMER: SSPC 15, TYPE 1, RED OXIDE

I. TOUCH-UP PRIMER FOR GALV. SURFACES: ZINC RICH TYPE

2. FABRICATION: CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.

3. FINISH

- A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO SP-10 PROCEDURES.
- B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

PART 3 - EXECUTION

1. EXAMINATION AND PREPARATION

VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE.

2. ERECTION:

- A. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
- B. FIELD WELD COMPONENTS INDICATED ON SHOP DRAWINGS.
- C. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT/ENGINEER.
- D. AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED WITH TOUCH-UP PRIMERS AS SPECIFIED UNDER SECTION 05000 - METALS, PART 2 - PRODUCTS, H & I SURFACES TO BE IN CONTACT WITH CONCRETE NOT INCLUDED.

3. FIELD QUALITY CONTROL

FIELD INSPECTION OF MEMBERS, CONNECTIONS, WELDS AND TORQUING.

DIVISION 16: ELECTRICAL

SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS

1. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO ORDERING THE ELECTRICAL EQUIPMENT AND STARTING THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT/ENGINEER LISTING ANY DISCREPANCIES OR CONFLICTING INFORMATION.
2. ELECTRICAL PLANS, DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY, VERIFY EXACT LOCATIONS AND MOUNTING HEIGHTS OF ELECTRICAL EQUIPMENT WITH OWNER PRIOR TO INSTALLATION.
3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, JUNCTION BOX, SWITCH BOX, ETC. THE TYPE OF TAGGING METHODS SHALL BE IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
4. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "J" WHERE APPLICABLE. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NBFU AND "UL" LISTED.
5. ALL CONDUIT SHALL HAVE A PULL CORD.
6. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
7. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
8. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY UBC, NEC AND ALL APPLICABLE CODES.
9. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
10. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE SIERRA #WPD-8 LIFT COVERPLATES.

SECTION 16400 - SERVICE AND DISTRIBUTION

1. WIRE AND CABLE CONDUCTORS SHALL BE COPPER, 600V, TYPE THHN OR THWN, WITH A MIN. SIZE OF #12 AWG. COLOR CODED. ALL RECTIFIER DROPS SHALL BE STRANDED TO ACCEPT CRIMP CONNECTORS.
2. ALL CHEMICAL GROUND RODS SHALL BE "UL" APPROVED.
3. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY MILBANK
4. CONDUIT
- A. RIGID CONDUIT SHALL BE UL LABEL GALVANIZED ZINC COATED WITH GALVANIZED ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
- B. ELECTRICAL METALLIC TUBING SHALL HAVE UL LABEL, FITTING SHALL BE GLAND RING COMPRESSION TYPE.
- C. FLEXIBLE METALLIC CONDUIT SHALL HAVE UL LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE. ALL FLEXIBLE CONDUITS SHALL HAVE FULL LENGTH GROUND WIRE.
- D. ALL UNDERGROUND CONDUIT SHALL BE AS NOTED ON THE DRAWINGS AT A MINIMUM DEPTH OF 42" BELOW GRADE. IT IS REQUIRED AND WILL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO NOTIFY THE STATE "ONE-CALL" SYSTEM AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO DIGGING OR AS REQUIRED BY LOCATOR.
5. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. ALL COSTS TO BE PAID BY THE CONTRACTOR.
6. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS WITH WHITE ON BLUE BACKGROUND LETTERING (MINIMUM LETTER HEIGHT SHALL BE 1/4-INCH). NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS, NOT ADHESIVE.
7. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS BY AN INDEPENDENT TESTING SERVICE ENGAGED BY THE CONTRACTOR. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
8. GROUNDING ELECTRODE SYSTEM
- A. PREPARATION
1. SURFACE PREPARATION ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT. NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUNDED. ALL CONNECTIONS ARE TO HAVE A AGENT APPLIED PRIOR TO INSTALLATION.
2. GROUND BAR PREPARATION ALL COPPER GROUND BARS SHALL BE CLEANED, POLISHED AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED COPPER WILL BE PERMITTED.
3. SLEEVES ALL GROUNDING CONDUCTORS SHALL RUN THROUGH PVC SLEEVES WHEREVER CONDUCTORS RUN THROUGH WALLS, FLOORS THROUGH EMT, BOTH ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
- B. GROUND BARS
1. ALL GROUND BARS SHALL BE 1/4-INCH THICK TINNED COPPER PLATE AND OF SIZE INDICATED ON DRAWINGS.
2. ALL CONNECTIONS TO THE GROUND BAR SHALL OBSERVE THE FOLLOWING SEQUENCE
- A. BOLT-HEAD
- B. 2-HOLE LUG
- C. TINNED COPPER BUSS BAR
- D. STAR WASHER
- E. NUT
- C. EXTERNAL CONNECTIONS
1. ALL BURIED GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS. CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEES, CROSSES, ETC. ALL CABLE TO GROUND RODS, GROUND ROD SPLICES AND LIGHTNING PROTECTION SYSTEMS ARE TO BE AS INDICATED. ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE BY "CADWELD" AND INSTALLED PER MANUFACTURER'S RECOMMENDED PROCEDURES.
2. ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECTED BY TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS (EXCEPT FOR THE ACEG AND GROUND ROD) MECHANICAL CONNECTIONS, FITTINGS OR CONNECTIONS THAT DEPEND SOLELY ON SOLDER SHALL NOT BE USED. ALL CABLE TO CABLE CONNECTIONS SHALL BE HIGH PRESSURE DOUBLE CRIMP TYPE CONNECTIONS.
- D. GROUND RODS ALL GROUND RODS SHALL BE 5/8-INCH DIAMETER x 10'-0" LONG "COPPERWELD" OR APPROVED EQUAL. OF THE NUMBER AND LOCATIONS INDICATED. GROUND RODS SHALL BE DRIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH.

E. GROUND CONDUCTORS

ALL GROUND CONDUCTORS SHALL BE STANDARD TINNED SOLID BARE COPPER ANNEALED, AND OF SIZE INDICATED ON DRAWINGS UNLESS NOTED OTHERWISE.

F. LUGS

1. LUGS SHALL BE 2-HOLE, LONG BARREL, STRAND COPPER UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. LUGS SHALL BE THOMAS AND BETTS SERIES #548 OR EQUIVALENT BENDING.

A.	535 MCM DLO	54860BE
B.	262 MCM DLO	54872BE
C.	#1/0 DLO	54862BE
D.	#4/0 THWN AND BARE	54860BE
E.	#2/0 THWN	54862BE
F.	#2 THHN	54207BE
G.	#6 DLO	54205BE

2. WHEN THE DIRECTION OF THE CONDUCTOR MUST CHANGE, IT SHALL BE DONE GRADUALLY. THE CURVATURE OF THE TURN SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING CHART:

GROUNDING CONDUCTOR SIZE RADIUS TO INSIDE EDGE

NO. 6 AWG TO NO. 4 AWG	6 INCHES
NO. 2 AWG TO NO. 1/0 AWG	8 INCHES
NO. 2/0 AWG TO 4/0 MCM	12 INCHES
250 MCM TO 750 MCM	24 INCHES

G. GROUND RING

1. THE EXTERNAL GROUND RING ENCIRCLING THE TOWER (IF APPLICABLE) AND THE EQUIPMENT SHELTER OR PLATFORM/SKID SHALL BE MINIMUM NO. 2 A.W.G. SOLID TINNED BARE COPPER CONDUCTOR IN DIRECT CONTACT WITH THE EARTH AT THE DEPTH INDICATED ON THE DRAWINGS. CONDUCTOR BENDS SHALL HAVE A MINIMUM BENDING RADIUS OF EIGHT (8) INCHES.
2. ALL EXTERNAL GROUND RINGS ARE TO BE JOINED TOGETHER AND ALL CONNECTIONS MUST BE CADWELDED. NO LUGS OR CLAMPS WILL BE ACCEPTED.

H. FENCE/GATE

GROUND EACH GATE POST, CORNER POST AND GATE AS INDICATED ON THE DRAWINGS. GROUND CONNECTIONS TO FENCE POSTS AND ALL OTHER CONNECTIONS FOR THE GROUND GRID SHALL BE MADE BY EXOTHERMIC WELD PROCESS, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES, AND SPRAYED WITH COLD-GALVANIZED PAINT.

9. I.E.E.E. FALL POTENTIAL TESTS

A. FOR RAW LAND SITE

1. GROUND TESTS SHALL BE PERFORMED AS INDICATED ON DRAWINGS. A BIDDLE GROUND OHMMER OR THE METHOD OF USING TWO AUXILIARY GROUND RODS (AS DESCRIBED IN I.E.E.E. STANDARDS NO. 81-1983, PART 1) MAY BE USED. THE I.E.E.E. METHOD REQUIRES THE USE OF AN A.C. TEST CURRENT. THE AUXILIARY TEST RODS MUST BE SUFFICIENTLY FAR AWAY FROM THE ROD UNDER TEST SO THAT THE REGIONS IN WHICH THEIR RESISTANCE IS LOCALIZED DO NOT OVERLAP. THE TEST POINT WILL BE THE GROUND ROD AND WILL CONSIST OF THE THREE POINT FALL OF POTENTIAL MEGGER TEST METHOD, USING THE BIDDLE NULL-BALANCE EARTH TESTER (MEGGER #250220-2, OR EQUIVALENT)

2. CONTRACTOR TO CONDUCT GROUND RESISTANCE TEST IN THE FORMAT AS FOLLOWS:

B. EQUIPMENT PAD

1. FIRST TEST - SHALL BE WITH FOUR (4) GROUND RODS INSTALLED, ONE AT EACH CORNER OF THE PAD BUT NOT CONNECTED TO THE MAIN GROUNDING BUS, FURNISH WIRE TO CONNECT (TEMPORARY CLAMP) ALL FOUR (4) GROUND RODS TOGETHER TO MAKE A SYSTEM TEST AFTER EACH ROD IS INDIVIDUALLY TESTED. IF ANY INDIVIDUAL ROD TESTS 25 OHMS OR MORE, THE ELECTRICAL CONTRACTOR AND OWNER'S REPRESENTATIVE SHOULD BE NOTIFIED SO THAT THE ROD CAN BE DRIVEN DEEPER UNTIL ALL FOUR (4) RODS HAVE A RESISTANCE OF 10 OHMS OR LESS ON A DRY DAY.

2. SECOND TEST - SHALL BE WITH THE GROUND RODS CONNECTED, WITH DRY SOIL AND WHEN NO STANDING WATER HAS BEEN PRESENT FOR THE PAST TEN (10) DAYS. THE MAXIMUM ALLOWABLE READING IS 5 OHMS TO GROUND. IF THE RESISTANCE OF THE ENTIRE SYSTEM EXCEEDS 5 OHMS, NOTIFY THE CONTRACTOR AND OWNER'S REPRESENTATIVE SO THAT ADDITIONAL AND/OR DEEPER RODS CAN BE INSTALLED.

C. TOWER

1. FIRST TEST - SHALL BE WITH THREE (3) GROUND RODS INSTALLED (MINIMUM), EQUALLY SPACED AROUND THE TOWER FOUNDATION, BUT NOT CONNECTED TO THE SHELTER/PLATFORM/SKID PAD EXTERNAL GROUND RING FURNISH WIRE TO CONNECT (TEMPORARY CLAMP) ALL THREE (3) GROUND RODS TOGETHER TO MAKE A SYSTEM TEST AFTER EACH ROD IS INDIVIDUALLY TESTED. IF ANY INDIVIDUAL ROD TESTS 25 OHMS OR MORE, NOTIFY THE CONTRACTOR AND OWNER'S REPRESENTATIVE SO THAT THE ROD CAN BE DRIVEN DEEPER UNTIL ALL THREE (3) RODS HAVE A RESISTANCE OF 10 OHMS OR LESS ON A DRY DAY.

2. SECOND TEST - SHALL BE WITH THE GROUND RODS CONNECTED, WITH DRY SOIL AND WHEN NO STANDING WATER HAS BEEN PRESENT FOR THE PAST TEN (10) DAYS. THE MAXIMUM ALLOWABLE READING IS 5 OHMS TO GROUND. IF THE RESISTANCE OF THE ENTIRE SYSTEM EXCEEDS 5 OHMS, THE ELECTRICAL CONTRACTOR AND OWNER'S REPRESENTATIVE SHOULD BE NOTIFIED SO THAT EITHER ADDITIONAL AND/OR DEEPER RODS CAN BE INSTALLED.

D. EQUIPMENT PAD AND TOWER

1. AFTER THE EQUIPMENT PAD AND TOWER GROUND RESISTANCE TEST IS COMPLETED, CONTRACTOR SHALL TIE EQUIPMENT PAD EXTERNAL GROUND RING AND TOWER EXTERNAL GROUND RING TOGETHER. AFTER FIRST AND SECOND TEST ALL CONNECTIONS MUST BE MADE USING EXOTHERMIC WELD. NO LUGS OR CLAMPS WILL BE ACCEPTED.

2. AFTER ALL THE EXTERNAL GROUND RINGS ARE TIED TOGETHER, COMPLETE A MEGGER CHECK OF THE GROUND SYSTEM. THE MAXIMUM ALLOWABLE READING IS 5 OHMS TO GROUND.

10. GROUNDING RESISTANCE TEST REPORT

UPON COMPLETION OF THE TESTING FOR EACH SITE, A TEST REPORT SHOWING RESISTANCE IN OHMS WITH AUXILIARY POTENTIAL ELECTRODES AT 5 FEET AND 10 FEET INTERVALS UNTIL THE AVERAGE RESISTANCE STARTS INCREASING AND ALSO NOTE THAT 10-15 PHOTOS MUST BE TAKEN TO PROOF ENTIRE EXTERNAL GROUND RING SYSTEM BEFORE BACKFILL. TWO SETS OF TEST DOCUMENTS ARE OF THE INDEPENDENT TESTING SERVICE TO BE BOUND AND SUBMITTED WITHIN ONE (1) WEEK OF WORK COMPLETION.

SECTION 16503 - POLES, POSTS, AND STANDARDS

1. GENERAL

A. LIGHTNING ROD AND EXTENSION PIPE INCLUDING ALL APPURTENANCES, TO BE FURNISHED BY OWNER, IF REQUIRED.

B. PROVIDE TEMPORARY LIGHTING FOR TOWER AS PER FAA REGULATIONS DURING CONSTRUCTION, IF REQUIRED.

C. GROUNDING

GROUND TOWER WITH A MINIMUM OF #2 AWG TINNED SOLID BARE COPPER CONDUCTOR CADWELDED TO TABS (IF PRESENT). TWO (2) GROUNDING LEADS PER TOWER. NO EXOTHERMIC WELDS SHALL BE ATTACHED DIRECTLY TO THE TOWER STEEL.

SECTION 16745 - TELECOMMUNICATIONS WIRING COMPONENTS (COAXIAL ANTENNA CABLE)

1. GENERAL

A. ALL MATERIALS, PRODUCTS OR PROCEDURES INCORPORATED INTO WORK SHALL BE NEW AND OF STANDARD COMMERCIAL QUALITY.

B. CERTAIN MATERIALS AND PRODUCTS WILL BE SUPPLIED BY THE OWNER (REFER TO GENERAL CONDITIONS FOR THE LIST OF OWNER FURNISHED EQUIPMENT, MATERIALS AND SUPPLIES FOR THESE ITEMS). THE CONTRACTOR IS RESPONSIBLE FOR PICKUP AND DELIVERY OF ALL SUCH MATERIALS.

C. ALL OTHER MATERIALS AND PRODUCTS SPECIFIED IN THE CONTRACT DOCUMENTS SHALL BE SUPPLIED BY THE CONTRACTOR.

2. MATERIALS:

- A. COAXIAL CABLE:
1. INSTALL COAXIAL CABLE AND TERMINATIONS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS WITH COAXIAL CABLES SUPPORTED AT NO MORE THAN 3'-0" O.C. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF EQUIPMENT LOCATION UNLESS OTHERWISE STATED.
2. ALL COAX RUNS SHALL BE 1-5/8" UNLESS OTHERWISE INDICATED.

3. ANTENNA AND COAXIAL CABLE GROUNDING

A. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS)

4. COAXIAL CABLE IDENTIFICATION

A. TO PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, MARK CABLE:

1. FIRST LOCATION IS AT THE END OF THE COAX NEAREST THE ANTENNA (WHERE THE COAXIAL CABLE AND JUMPER ARE CONNECTED).

2. SECOND LOCATION IS INSIDE THE EQUIPMENT SHELTER NEAR THE WAVEGUIDE ENTRY PORT OR BEFORE TERMINATION ON EXTERIOR SITES.

5. TESTING

IF REQUESTED BY CONSTRUCTION MANAGER, LESSEE SHALL PROVIDE AN INDEPENDENT TESTING AGENCY TO PERFORM THE COAXIAL SWEEP TEST & REPORT. THE CONTRACTOR SHALL PROVIDE ONE CLIMBER / QUALIFIED PERSONNEL TO ASSIST IN ANY REPAIRS AND WEATHERPROOFING ONCE THE TEST IS COMPLETE. THE CONTRACTOR SHALL PROVIDE LESSEE WITH A MINIMUM OF FORTY-EIGHT (48) HOURS NOTICE PRIOR TO THE TIME OF THE SWEEP TEST.

SHEET TITLE:

PRELIMINARY DWGS.	INT.
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS.	
PERMIT CD's REV.1 -02/13/2019	JAH
STAMPED FINAL DWGS.	

CHECKED BY:

PCM

PLOT DATE:

2/13/2019

PROJECT #:

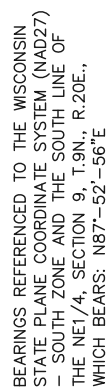
15143

FILE NAME:

SP-2.dgn

SHEET NUMBER:

SP-2

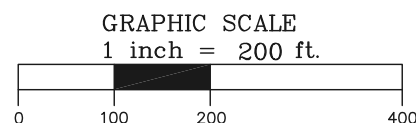


CALL DIGGERS HOTLINE TOLL FREE
1(800)242-6511
OPERATES 24 HOURS A
DAY 365 DAYS A YEAR



48 HOURS BEFORE

○ = 1" X 18" IRON PIPE SET
 ● = 1" IRON PIPE FOUND
 = COUNTY MONUMENT FOUND
 = GAS METER
 = FIBER OPTIC PEDESTAL
 = TELEPHONE PEDESTAL
 = EXISTING POWER POLE
 -OPL- = OVERHEAD ELECTRIC
 -G- = BURIED GAS
 -F- = BURIED FIBER OPTIC
 -T- = BURIED TELEPHONE
 -E- = BURIED ELECTRIC
 = PROPERTY LINE



MERIDIAN
SURVEYING, LLC 

3	11-1-18	Added Revised Title Report	J.B
2	11-17-16	Added Lease & Easement	J.D
1	9-01-16	Preliminary Survey	J.D
NO.	DATE	DESCRIPTION	BY

DRAWN BY: J.D.	FIELD WORK DATE: 8-31-16
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 9012	SHEET 1 OF 3

LEASED PREMISES

Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Nine (9), Township Nine (9) North, Range Twenty (20) East, Town of Germantown, Washington County, Wisconsin containing 4,800 square feet (0.110 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 9; thence N00°-38'-12"W 651.10 feet along the east line of the NE1/4 of said Section 9; thence S89°-21'-48"W 936.22 feet to the point of beginning; thence S54°-58'-27"W 80.00 feet; thence N35°-01'-33"W 60.00 feet; thence N54°-58'-27"E 80.00 feet; thence S35°-01'-33"E 60.00 feet to the point of beginning, being subject to any and all easements and restrictions of record. Being a part of the Parent Parcel as forth in that certain Quit Claim Deed dated December 31, 2005 and recorded April 14, 2006 in Instrument No. 1123519, records of Washington County, Wisconsin.

30' WIDE ACCESS & UTILITY EASEMENT

Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Nine (9), Township Nine (9) North, Range Twenty (20) East, Town of Germantown, Washington County, Wisconsin containing 28,480 square feet (0.654 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 9; thence N00°-38'-12"W 651.10 feet along the east line of the NE1/4 of said Section 9; thence S89°-21'-48"W 936.22 feet; thence N35°-01'-33"W 60.00 feet to the point of beginning; thence S54°-58'-27"W 80.00 feet; thence S21°-07'-35"W 39.65 feet; thence S02°-34'-35"E 47.85 feet; thence S26°-24'-22"E 254.39 feet; thence S48°-25'-49"E 87.22 feet; thence S86°-12'-08"E 165.65 feet; thence S02°-08'-46"E 263.77 feet to a point on the north line of Rockfield Road; thence S87°-51'-14"W 30.00 feet along said north line of Rockfield Road; thence N02°-08'-46"W 236.74 feet; thence N86°-12'-08"W 148.87 feet; thence N48°-25'-49"W 103.32 feet; thence N26°-24'-22"W 266.55 feet; thence N02°-34'-35"W 60.48 feet; thence N21°-07'-35"E 55.08 feet; thence N54°-58'-27"E 89.13 feet; thence S35°-01'-33"E 30.00 feet to the point of beginning, being subject to any and all easements and restrictions of record. Being a part of the Parent Parcel as forth in that certain Quit Claim Deed dated December 31, 2005 and recorded April 14, 2006 in Instrument No. 1123519, records of Washington County, Wisconsin.

PARENT PARCEL

All those parcels of land in Washington County, Wisconsin, described as follows:
That part of the Southeast Quarter of the NORTHEAST Quarter (SE¼) (NE¼) of Section Nine (9), Township Nine (9) North, Range Twenty (20) East, described as follows, viz:

Commencing at the East quarter corner of said Section 9; thence West on the East and West quarter line of said Section, 323.25 feet to the Westerly right-of-way line of the Chicago & Northwestern Railway; thence North 35 degrees 36 minutes West along said right-of-way line, 329.50 feet to the place of beginning of the lands herein described; thence continuing North 35 degrees 36 minutes West along said right-of-way line, 207.50 feet; thence North 33 degrees 04 minutes West along said right-of-way line, 876.43 feet; thence South 1 degree 13 minutes West, 894.30 feet; thence East, 131.37 feet; thence South 18.00 feet; thence East, 270.00 feet; thence South 00 degrees 07 minutes East, 260.20 feet to the East and West quarter line of said Sec. 9; thence East along said quarter line, 77.00 feet; thence North 00 degrees 07 minutes West, 218.00 feet; thence North 79 degrees 39 minutes East, 104.61 feet; thence North 49 degrees 48 minutes East 48.43 feet to the place of beginning.

Subject to the easements granted to ERWIN N. THEISEN and RITA M. THEISEN, his wife, by deed dated October 29, 1956, to-wit;

A right-of-way for purposes of ingress and egress over the following described land in the SE¼ of the NE¼ of Sec. 9, Township 9N, Range 20 East, Washington County, Wisconsin; Commencing at a point in the East and West Quarter line of said section, 654.43 feet West from the East Quarter corner of said section; thence continuing West along said quarter line 24.00 feet; thence N. 00 degrees 07 minutes W. 218.00 feet; thence East 24 feet, thence S. 00 degrees 07 minutes East 218.00 feet to the place of beginning,

Also, a right-of-way ten feet in width, the southerly line of which is described as follows: part of theSE¼ of the NE¼ of Sec. 9, Township 9N. Range 20 East, Washington County, Wisconsin; begin at the east quarter corner of said section; thence west along the east and west quarter line of said Section 550.35 feet; thence North 0 degrees 25 minutes West 236.81 feet; thence South 79 degrees 39 minutes West 29.61 feet to the place of beginning of the southerly line of said right-of-way; thence South 79 degrees 39 minutes West 85 feet to the point of terminus of the southerly line of said right-of-way.

Subject also to sidetrack agreement dated January 24, 1914 with Chicago & Northwestern Railway Company.

AND BEING the same property conveyed to William A. Liesener and Robert R. Reinders from Dart Industries Inc. (the successor and parent company of The West Band Aluminum Company), a corporation by Indenture dated December 01, 1982 and recorded December 01, 1982 in Instrument No. 449685; AND FURTHER CONVEYED to Donna M. Liesener from The Estate of William A. Liesener, deceased by Final Judgment dated May 04, 1990 and recorded May 11, 1990 in Instrument No. 559593; AND FURTHER CONVEYED to Rockfield Investments, LLC, a Wisconsin limited liability company from Donna M. Liesener and Robert R. Reinders by Quit Claim Deed dated December 31, 2005 and recorded April 14, 2006 in Instrument No. 1123519.
Tax Parcel No. 091991

TITLE REPORT REVIEW

TITLE REPORT: Fidelity National Title Insurance Company

COMMITMENT NO. 23816415

EFFECTIVE DATE: October 22, 2018

FEE SIMPLE TITLE VESTED IN: Rockfield Investments, LLC, a Wisconsin limited liability company

NOTE: THE STATEMENT OF APPLICABILITY REFERS TO THE LEASE SITE AND ANY EASEMENTS PERTINENT THEREUNTO WHERE SPECIFIC ENCUMBRANCES AFFECT THE LEASE SITE AND/OR A PERTINENT EASEMENT, THEY ARE IDENTIFIED AS SUCH.

SCHEDULE B-II

(1-7) These are general statements and not specific encumbrances.

SURVEYED FOR:



Edge
Consulting Engineers, Inc.

624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:



Parallel
INFRASTRUCTURE

7411 FULLERTON STREET, SUITE 110
JACKSONVILLE, FL 32256



MERIDIAN
SURVEYING, LLC

N8774 Firelane 1 Office: 920-993-0881
Menasha, WI 54952 Fax: 920-273-6037

SITE NAME:	ROCKFIELD
SITE NUMBER:	PIW040
SITE ADDRESS:	N132W17400 ROCKFIELD ROAD RICHFIELD, WI 53076

PROPERTY OWNER:
ROCKFIELD INVESTMENTS, LLC.
13416 WATERTOWN PLANK ROAD
SUITE 255
ELM GROVE, WI 53122

PARCEL NO.: 091991

ZONED: MANUFACTURING

DEED REFERENCE: DOCUMENT NO. 1123519

SURVEY PLAT
FOR
PARALLEL INFRASTRUCTURE
BEING A PART OF THE SE1/4 OF THE
NE1/4, SECTION 9, T.9N., R.20E.,
TOWN OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN

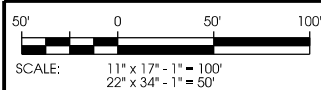
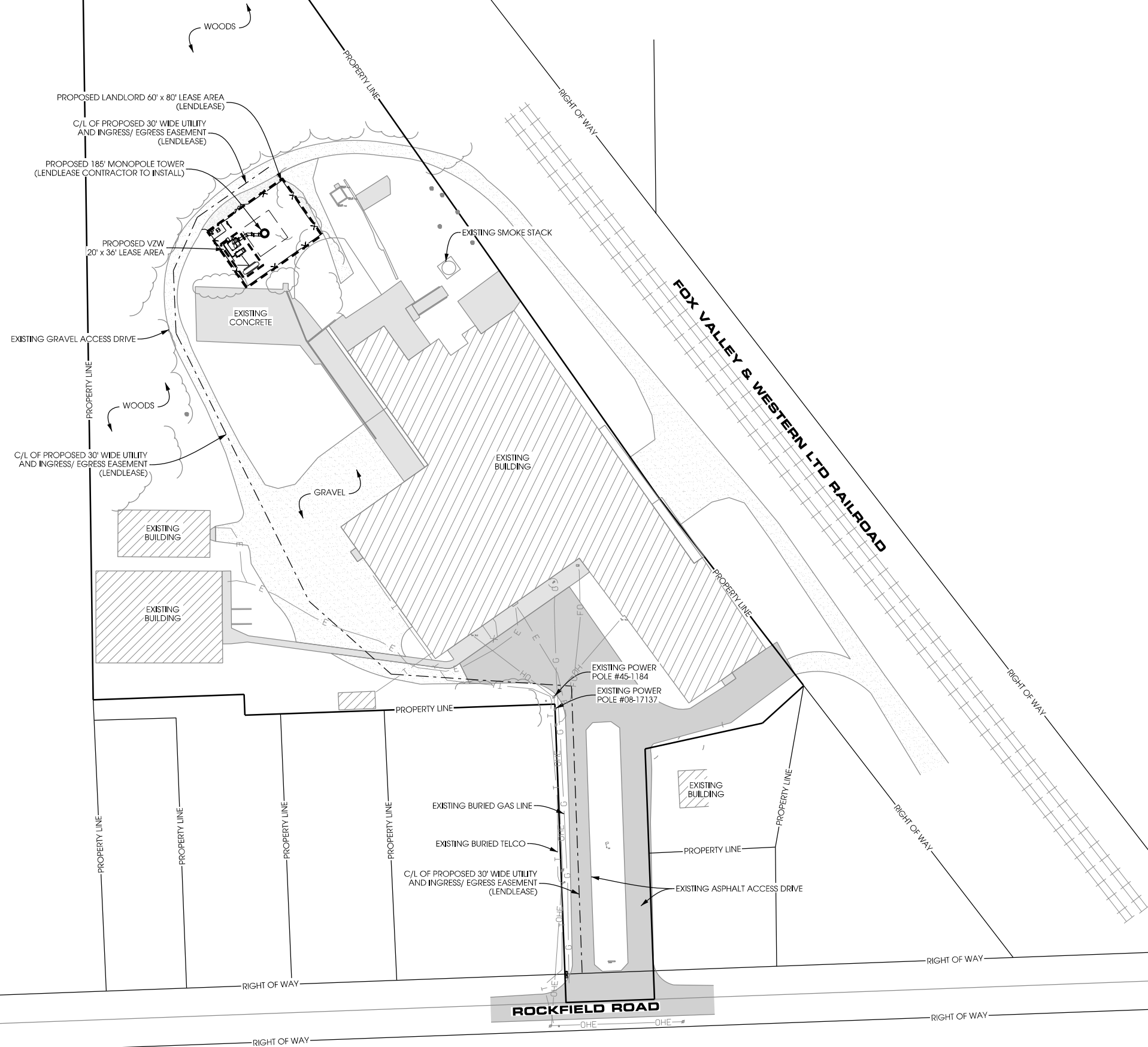
3	11-1-18	Added Revised Title Report	J.B.
2	11-17-16	Added Lease & Easement	J.B.
1	9-01-16	Preliminary Survey	J.D.
NO.	DATE	DESCRIPTION	BY

DRAWN BY: J.D.	FIELD WORK DATE: 8-31-16
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 9012	SHEET 3 OF 3



AERIAL OVERVIEW OF SITE

SECTION LINE



SHEET TITLE:

PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:	
PCM	
PLOT DATE:	2/13/2019
PROJECT #:	15143
FILE NAME:	VZW C-1.dgn

SHEET NUMBER:	VZW C-1
---------------	---------



Edge
Consulting Engineers, Inc.
624 Water Street
Poulsbo, WA 98260
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SITE PLAN

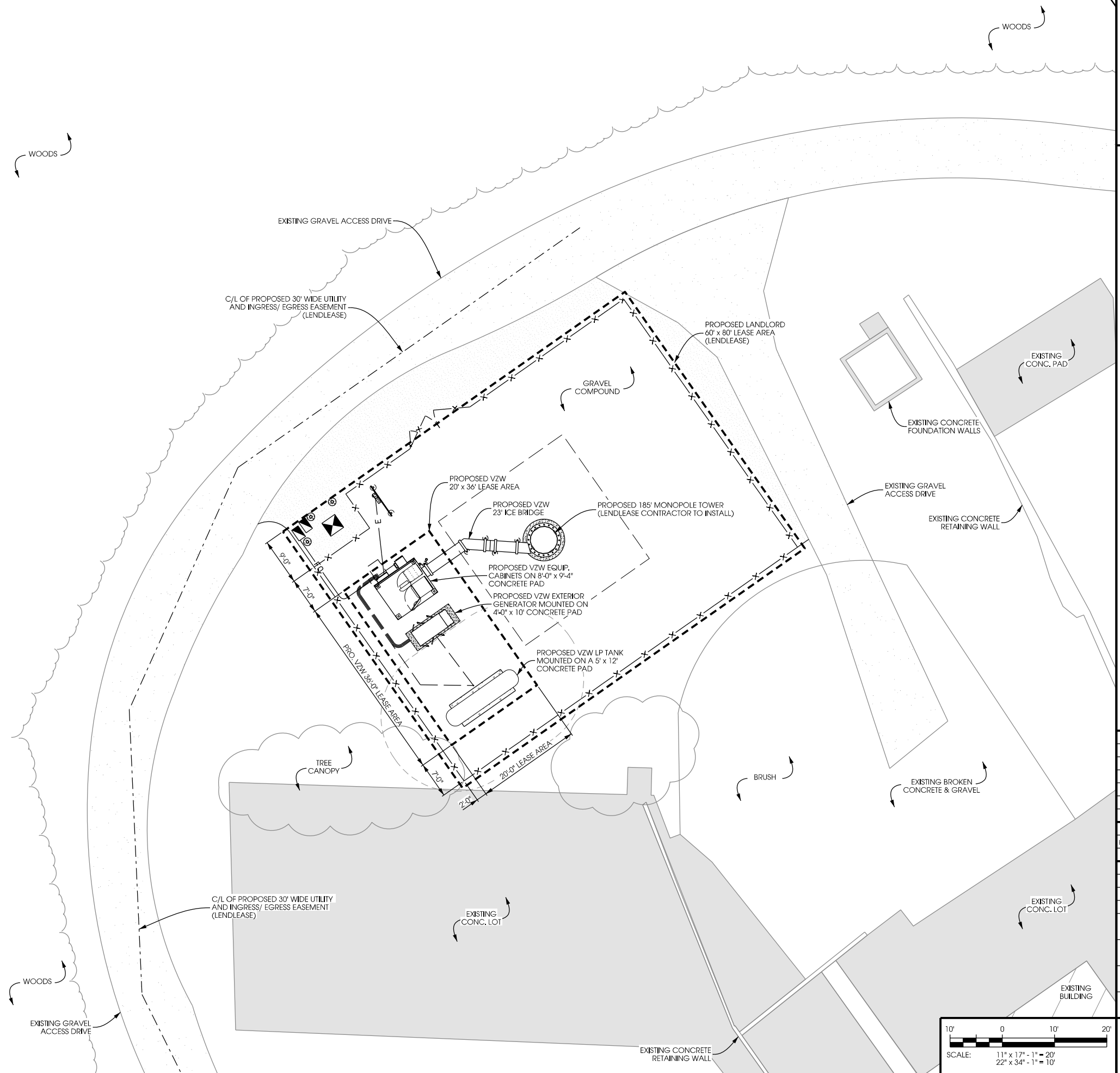
ROCKFIELD [418732]

RICHFIELD, WISCONSIN



A photograph of a golf course green. A dashed black line is drawn across the green, indicating a putt line. The green is surrounded by trees and a path with parked cars is visible in the background.

I:\15100\15143\CAD\Plot\CD's\VZW C-2.dgn



COMPOUND PLAN
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAI
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 -02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW C-2.dgn	
SHEET NUMBER:	
VZW C-2	



C/L OF PROPOSED 30' WIDE UTILITY
AND INGRESS/ EGRESS EASEMENT
(LENDLEASE)

EXISTING GRAVEL
ACCESS DRIVE

PROPOSED LANDLORD
60' x 80' LEASE AREA
(LENDLEASE)

PROPOSED VZW FIBER VAULT;
INSTALLED BY LENDLEASE. SEE
DETAILS ON PAGE VZW E-1

PROPOSED VZW BURIED
UTILITY CONDUIT. SEE
DETAILS ON PAGE VZW E-1

PROPOSED VZW BURIED
UTILITY CONDUIT. SEE
DETAILS ON PAGE VZW E-1

PROPOSED VZW GPS ANTENNAS
MOUNTED TO ICE BRIDGE POST.
SEE DETAILS ON PAGE VZW A-4

PROPOSED CHARLES CUBE 1003.
SEE DETAILS ON PAGE VZW S-2

PROPOSED ILC. SEE
DETAILS ON PAGE
VZW S-2

PROPOSED BURIED CONDUITS
FROM GENERATOR & LP TANK.
SEE DETAILS ON PAGE VZW E-1

PROPOSED VZW 23' ICE BRIDGE LENGTH. SEE DETAILS ON
PAGE VZW A-4. VERIFY HEIGHT AND ORIENTATION OF
MONOPOLE PORTS PRIOR TO INSTALLATION.

PROPOSED 185' MONOPOLE
TOWER BY LENDLEASE

PROPOSED VZW .125" THK. ALUMINUM EQUIP.
CABINETS ON 8'-0" x 9'-4" CONCRETE PAD.
SEE DETAILS ON PAGES VZW S-1 THRU S-4

PROPOSED VZW EXTERIOR GENERATOR ON
4'-0" x 10' CONCRETE PAD. SEE PAGES VZW
E-3 THRU E-5 FOR DETAILS

LP TANK 12'-6" NO
SPARK RADIUS

PROPOSED VZW
20' x 36' LEASE AREA

PROPOSED VZW LP TANK MOUNTED
ON A 5'-0" x 12' CONCRETE PAD. SEE
PAGE VZW E-6 FOR DETAILS

PROPOSED BURIED CONDUITS
FROM LP TANK. SEE DETAILS ON
PAGE VZW E-4 THRU E-6

GRASS

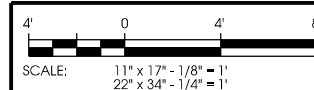
EXISTING BROKEN
CONCRETE & GRAVEL

BRUSH

TREE
CANOPY

EXISTING CONCRETE LOT

TREE
CANOPY



ENLARGED COMPOUND PLAN
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

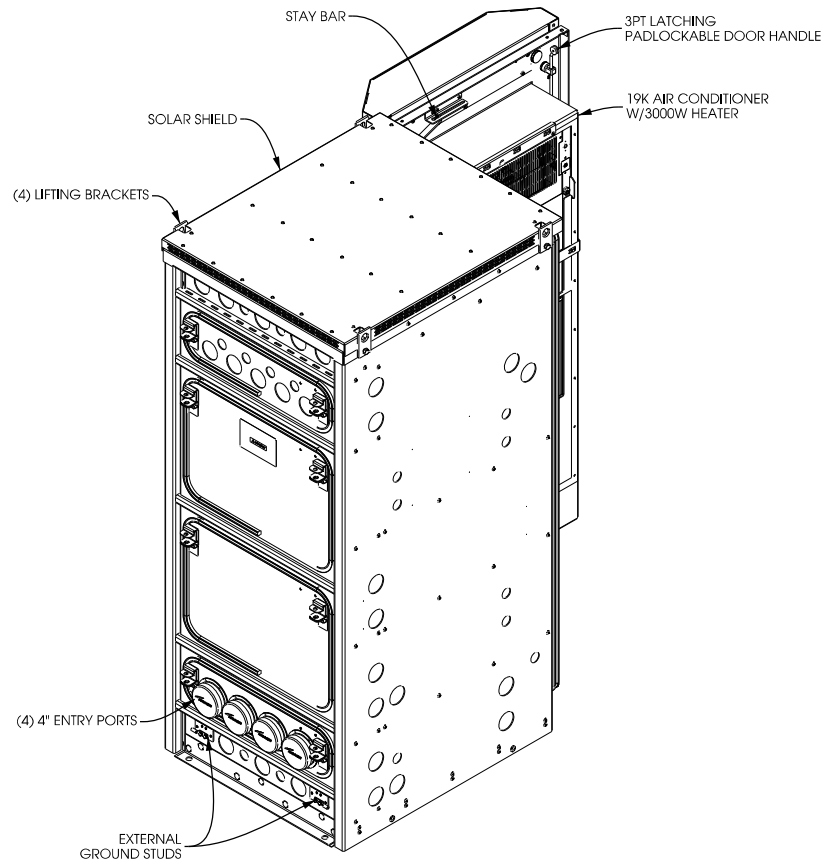
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:

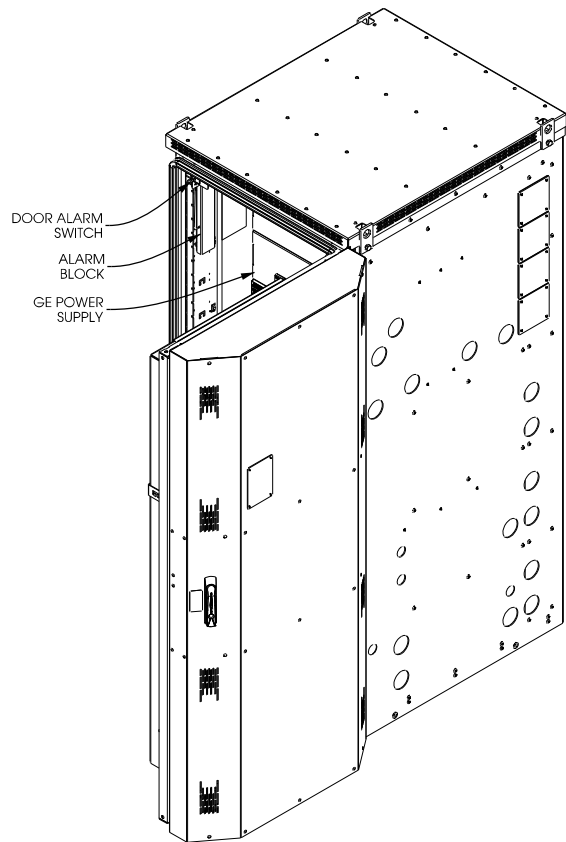
CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
VZW C-3.dgn

SHEET NUMBER:
VZW C-3

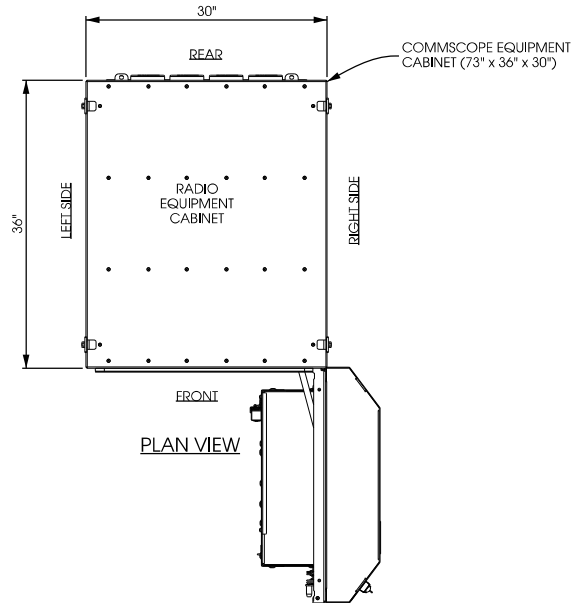
R:\5100\15143\CAD\Plot\CD3\VZW S-1.dgn



REAR ISOMETRIC VIEW

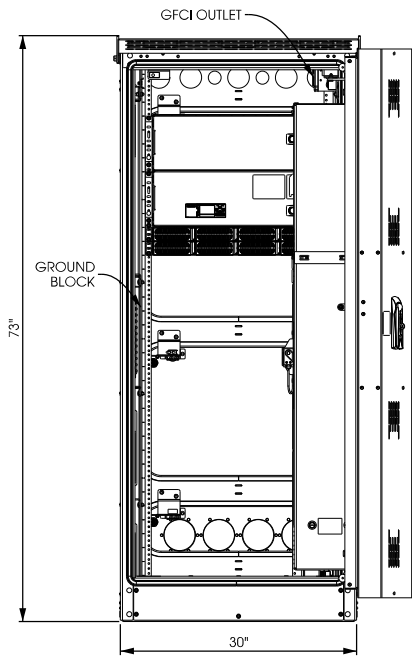


FRONT ISOMETRIC VIEW



PLAN VIEW

CATEGORY	
DIMENSIONS AND WEIGHT	72 H X 30 W X 36 D 650 LBS AS SHIPPED
23" AND 19" EQUIPMENT RACK SPACE	70" (40RU) SPACING
COLOR	GRAY
MATERIAL	.125" WELDED ALUMINUM
MAXIMUM HEAT DISSIPATION	2900W
19000 BTU AIR CONDITIONER WITH 3000W HEATER	PENTAIR #T531426G150P
ELECTRICAL OUTLET	ONE GFCI OUTLET
-48VDC POWER SYSTEM WITH CONTROLLER	GE INFINITY S: NES4824-23-AC5-PS-DC2E
BONDING AND GROUNDING	2GA OUTSIDE ENCLOSURE
CABLE ENTRANCE	REAR
OPERATING TEMP. RANGE, INSIDE ENCLOSURE	50F/10C -79F/26C
OPERATING TEMP. RANGE, OUTSIDE ENCLOSURE	-40F/-40C -131F/55C

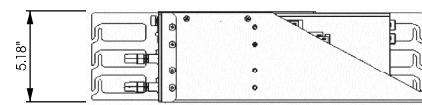


FRONT ELEVATION VIEW

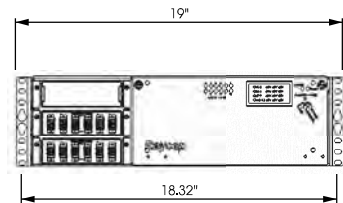
A **COMMSCOPE RBA72-30**
SCALE: NTS



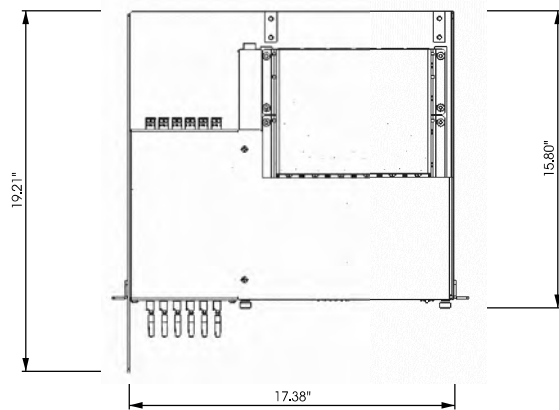
DC SURGE PROTECTOR:
RAYCAP PART # RCMD-4520-RM-48
RACK MOUNTED DISTRIBUTION SURGE PROTECTION FOR 12 RRH DC CIRCUITS
DIMENSIONS: 5.18" x 18.32" x 15.80" (H x W x D)
WEIGHT: 22.10 LBS



SIDE VIEW



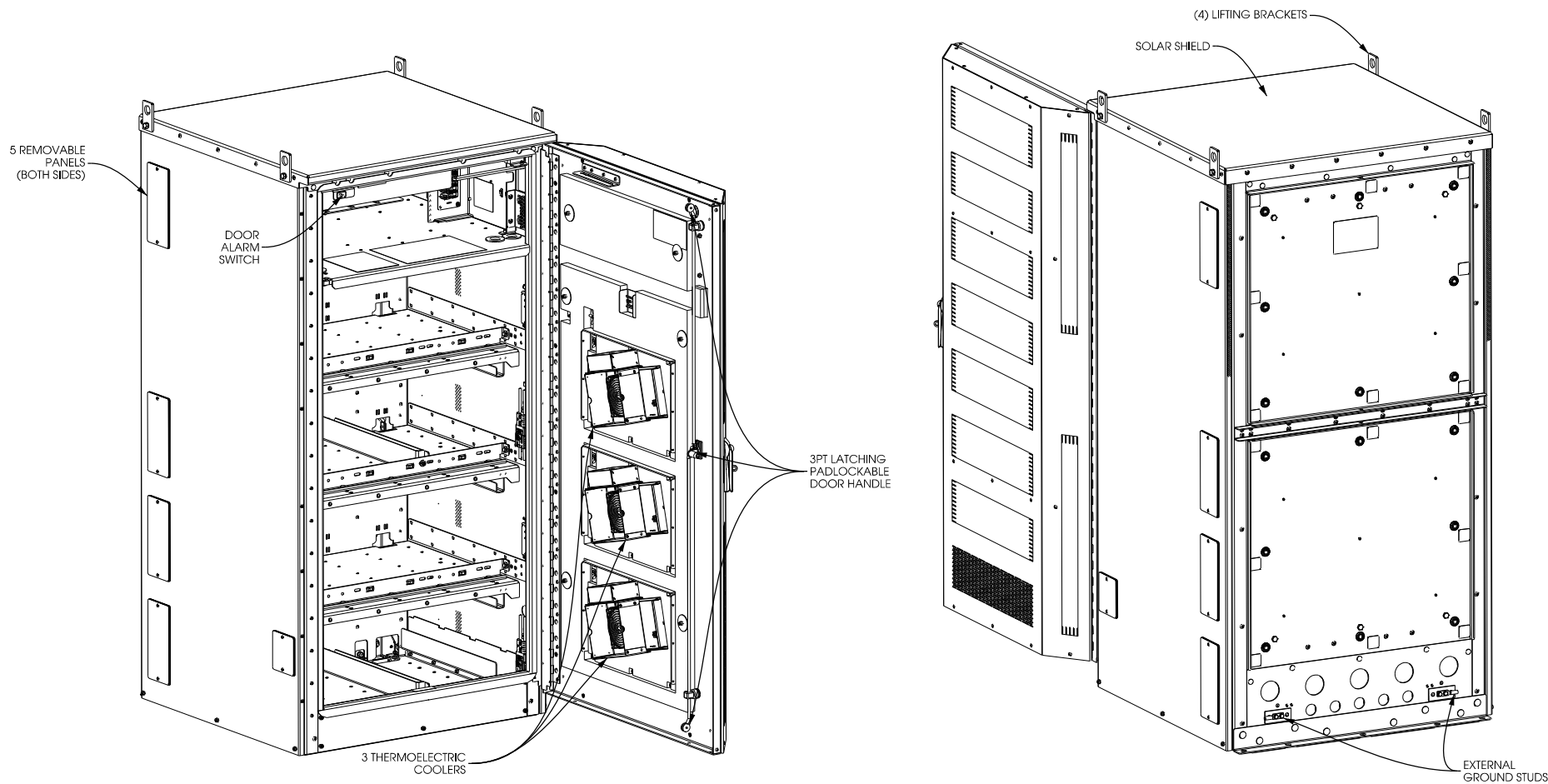
FRONT VIEW



PLAN VIEW

B **RACK MOUNTED SURGE PROTECTOR**
SCALE: NTS

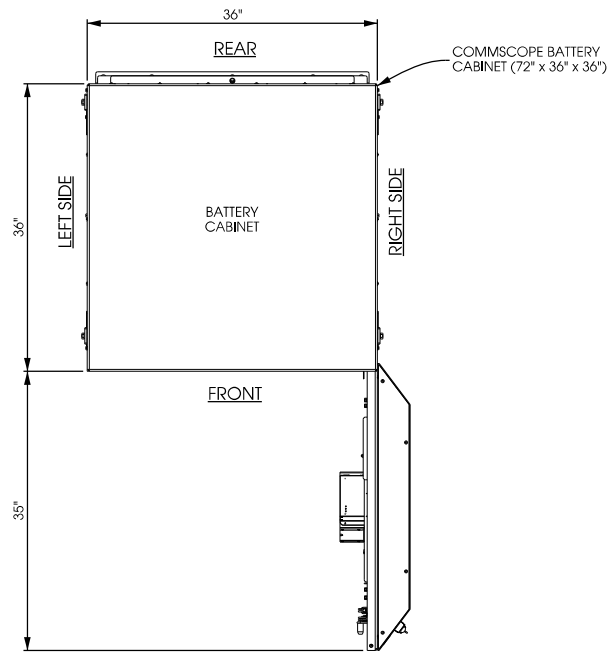
R:\15100\15143\CAD\Plot\CD3\VZW S-2.dgn



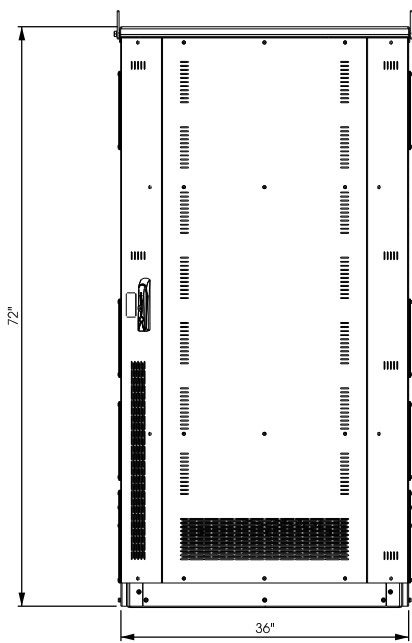
FRONT ISOMETRIC VIEW

REAR ISOMETRIC VIEW

CHARLES CUBE-BB48ETHN1	
DIMENSIONS & WEIGHT	72 H X 36 W X 36 D 650 LBS AS SHIPPED
COLOR	GRAY
MATERIAL	.125 WELDED ALUMINUM
ELECTRICAL OUTLET	ONE GFCI OUTLET

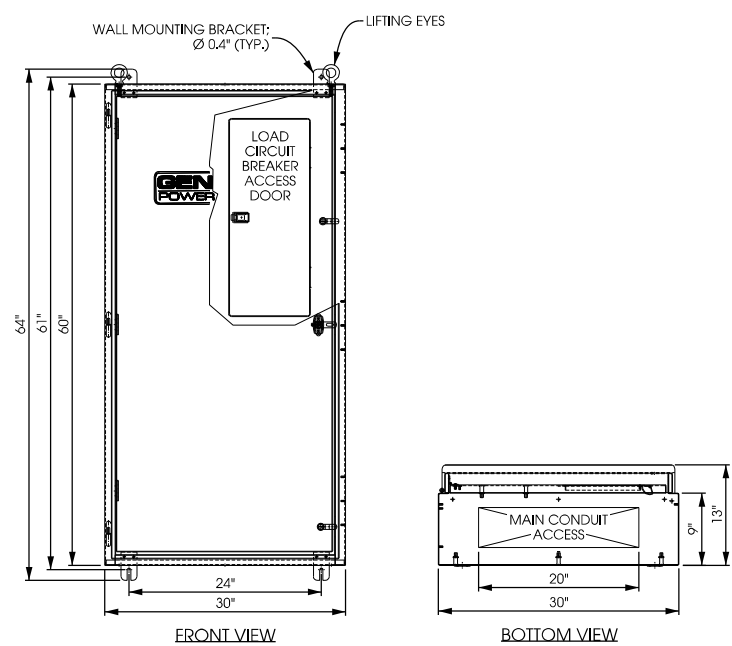


PLAN VIEW



FRONT ELEVATION VIEW

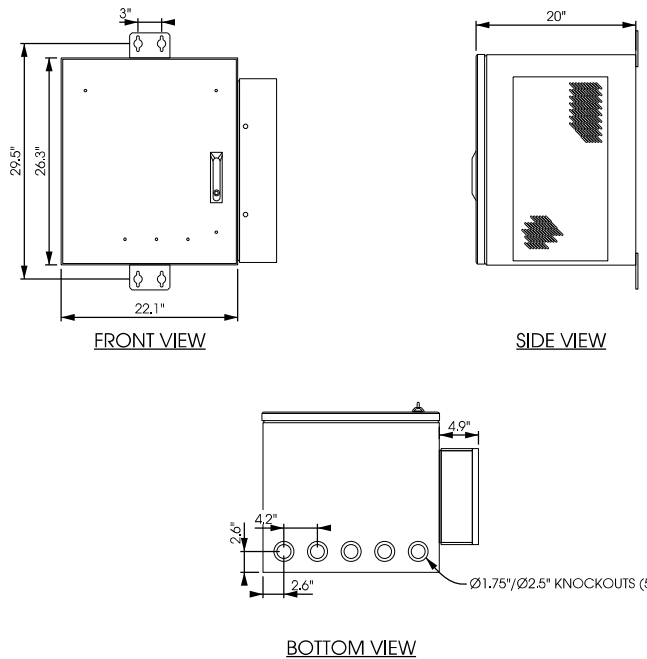
A **COMMSCOPE RBA72-36**
SCALE: NTS



ILC RATED AMPS	VOLTAGE	PHASE	ENCLOSURE HEIGHT	ENCLOSURE WIDTH	ENCLOSURE DEPTH	WEIGHT (LBS)
200	120/240	1	60"	30"	10"	350
200	120/208	3	60"	30"	10"	350

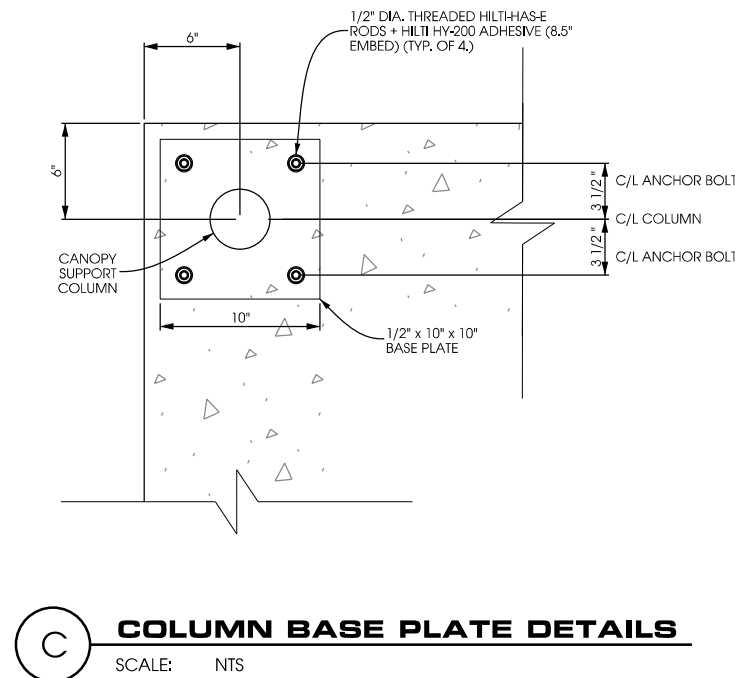
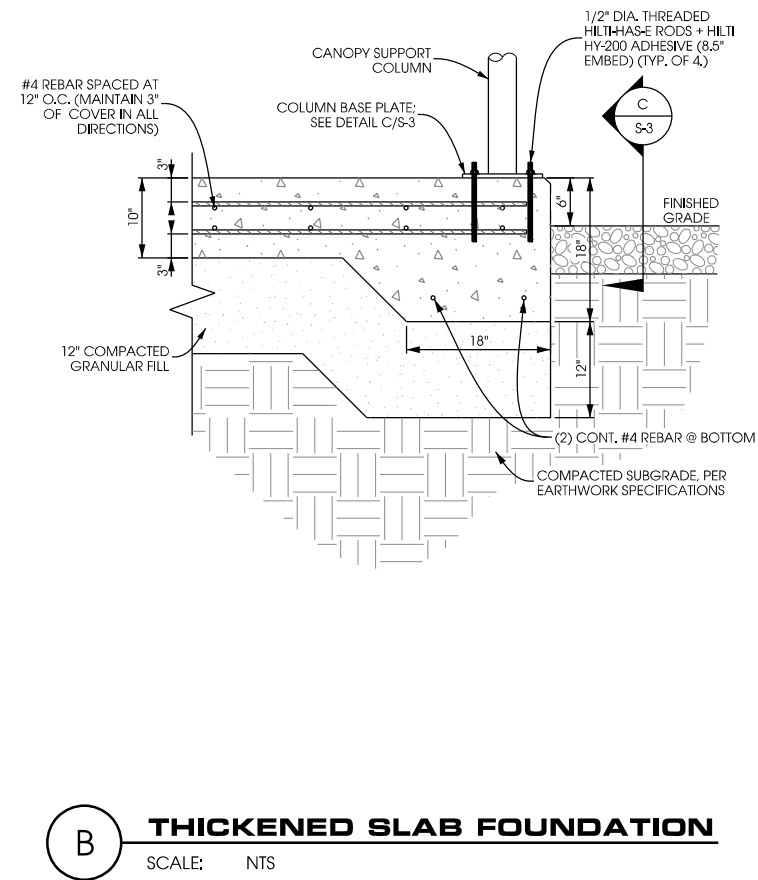
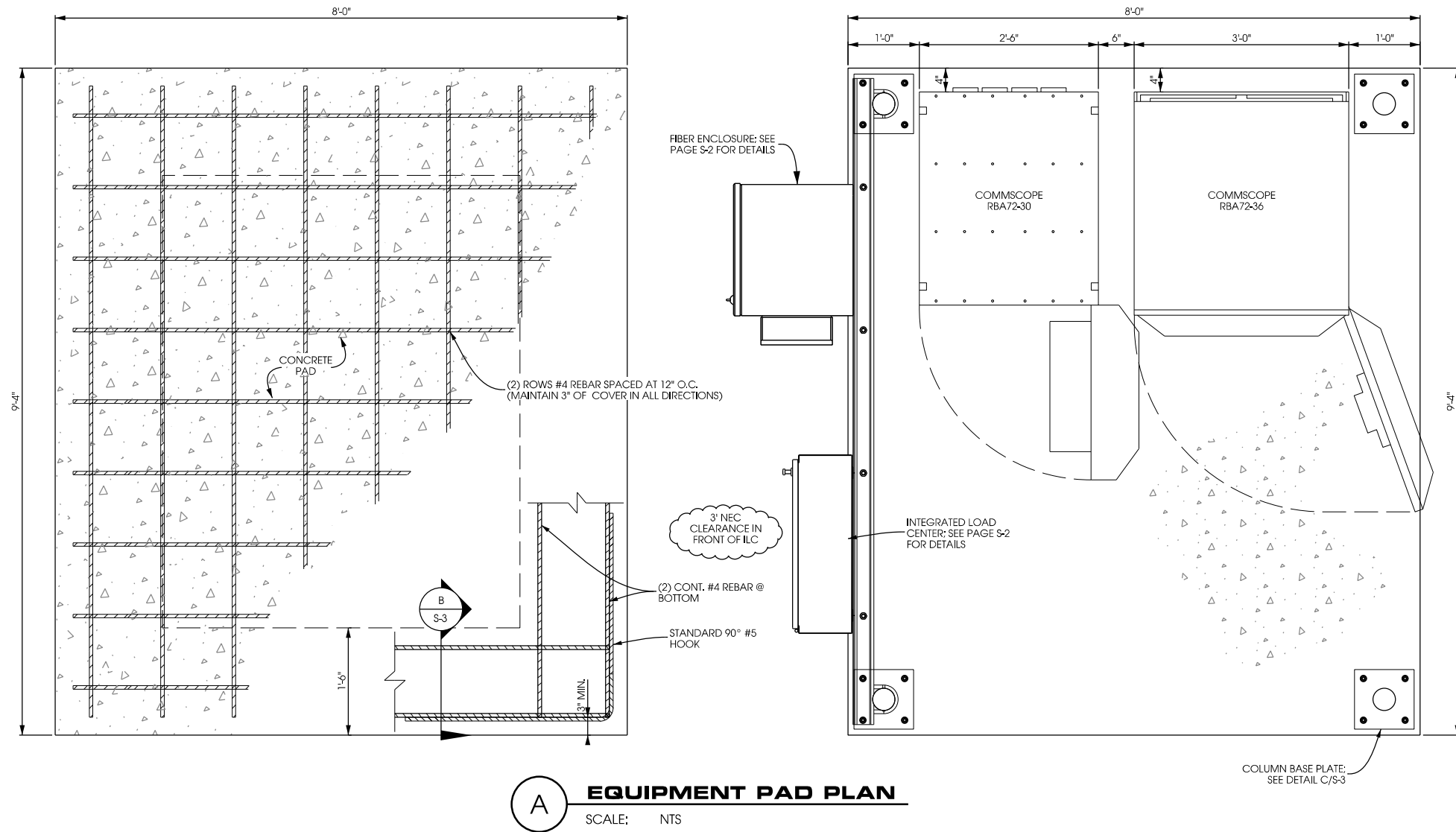
B **INTEGRATED LOAD CENTER**
SCALE: NTS

ENCLOSURE
CHARLES UNIVERSAL BROADBAND
ENCLOSURES (CUBE) PART # RL1003
-ACCESSORIES:
POLE MOUNT KIT, PART # 97-CABPMKIT
H-FRAME HARDWARE KIT, PART # 97-001971-A
SLIDE OUT TRAY, PART # 97-001990-A
10" PLINTH KIT, PART # 97-002127-A



C **CHARLES UNIVERSAL ENCLOSURE**
SCALE: NTS

R:\15100\15143\CAD\Plot\CD\VZW S-3.dgn



THIS SPACE INTENTIONALLY LEFT BLANK

CONCRETE AND REINFORCING NOTES:

- 1.) ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS AND MOST CURRENT VERSION OF ACI STANDARDS.
- 2.) ALL EXPOSED CONCRETE SURFACES EXPOSED TO VIEW SHALL HAVE A SURFACE FINISH SF-2.0 IN ACCORDANCE WITH ACI 301.
- 3.) ALL CONCRETE UNLESS SPECIFICALLY NOTED SHALL BE NORMAL WEIGHT (145 PCF) AND SHALL ACHIEVE A 28-DAY COMPRESSIVE STRENGTH (f'_c) OF 3,000 PSI. EXPOSED EXTERIOR CONCRETE TO BE AIR ENTRAINED WITH 6% AIR CONTENT. CONTRACTOR TO PERFORM CONCRETE SLUMP TEST (4" MAX SLUMP). NO WATER TO BE ADDED AFTER SLUMP HAS BEEN MEASURED.
- 4.) ALL CONCRETE REINFORCING SHALL BE ASTM A615 GRADE 60 AND PLACED IN ACCORDANCE WITH ACI STANDARDS W/ 3" MIN COVERAGE IF CAST AGAINST EARTH AND 2" MIN COVERAGE OTHERWISE.
- 5.) REMOVE ALL ORGANIC MATERIAL, SOFT AREAS, AND POOR SOILS BENEATH FOUNDATION TO A DEPTH OF AT LEAST 2'-0" BELOW FOUNDATION.
- 6.) DESIGN BASED ON GEOTECHNICAL REPORT BY EDGE CONSULTING ENGINEERS, INC. DATED 08/28/17. CONTRACTOR TO REVIEW & FOLLOW RECOMMENDATIONS CONTAINED IN GEOTECHNICAL REPORT.
- 7.) SLAB NOT SUITABLE AT SITES WITH ORGANIC SOIL, UNCOMPACTED FILL, EXPANSIVE SOIL, OR SOILS SUSCEPTIBLE TO FROST HEAVE.
- 8.) CONTRACTOR TO ENSURE POSITIVE DRAINAGE FROM ALL FOUNDATIONS.
- 9.) FOUNDATION DESIGN BASED ON INFORMATION PROVIDED BY FBREBOND DATED 10/6/16. DESIGN LOADS ARE IN ACCORDANCE WITH FBREBOND DESIGN WITH THE EXCEPTION THAT THE SEISMIC LOAD IS REDUCED. THE FOUNDATION DESIGN IS DESIGNED FOR A SPECTRAL RESPONSE COEFFICIENT (SDS) = 0.395 AND SEISMIC IMPORTANCE FACTOR (IE) = 1.00 WHICH CORRESPONDS A REDUCED SEISMIC RESPONSE COEFFICIENT (CS) = 0.113. THE PROVIDED SEISMIC LOADS WERE MULTIPLIED BY 0.263. THE RATIO OF THE NEW CS TO ORIGINAL CS . THIS SEISMIC LOAD CORRESPONDS WITH APPROXIMATELY THE NORTHERN END OF FAYETTE COUNTY, IL. CONTRACTOR TO VERIFY EXACT PLATFORM/SKID SIZE AND TYPE.

NOTE:
3" MINIMUM CONCRETE COVER
OVER BAR AND WIRE

FOUNDATION DETAILS ROCKFIELD [418732] RICHFIELD, WISCONSIN

SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
VZW S-3.dgn

SHEET NUMBER:

VZW S-3

EQUIPMENT ELEVATIONS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

Edge
Consulting Engineers, Inc.
624 Water Street
P.O. Box 1449
Richfield, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

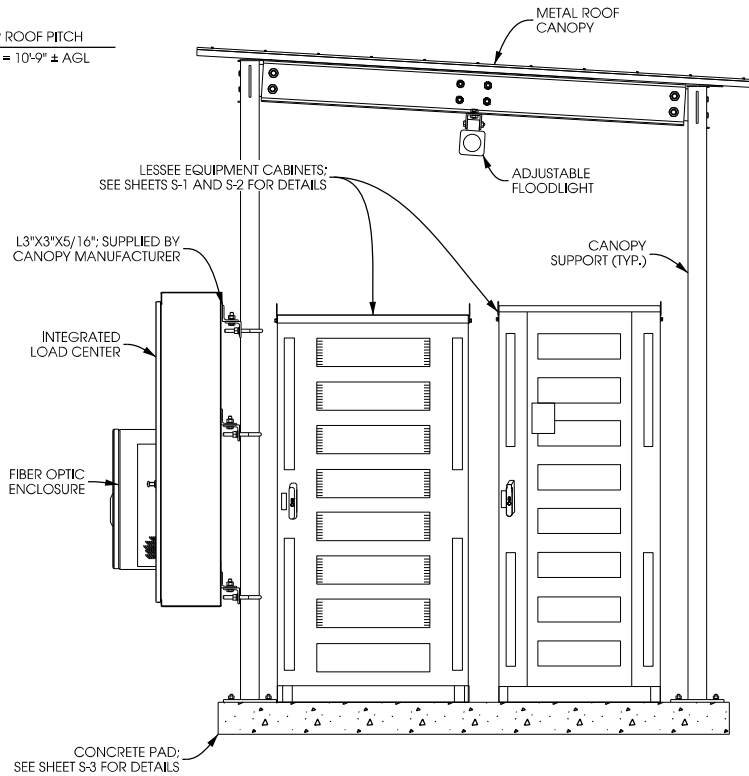
SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
VZW S-4.dgn

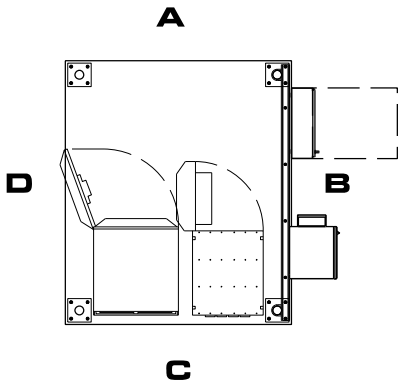
SHEET NUMBER:
VZW S-4



ELEVATION A

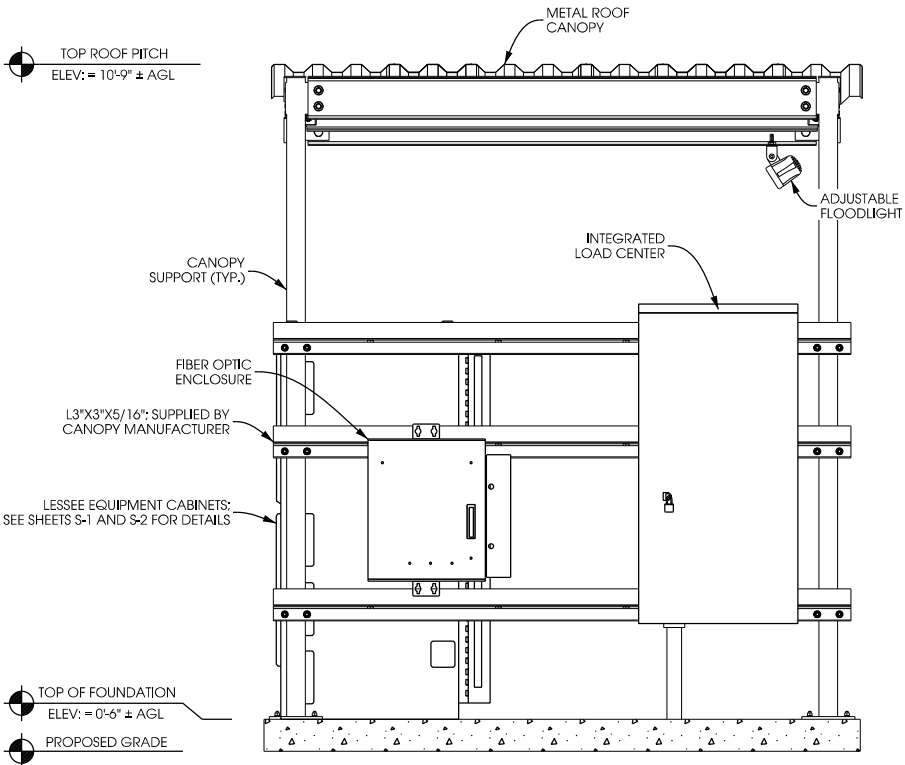
BOTTOM ROOF PITCH
ELEV: = 10'-3" ± AGL

TOP OF FOUNDATION
ELEV: = 0'-6" ± AGL
PROPOSED GRADE



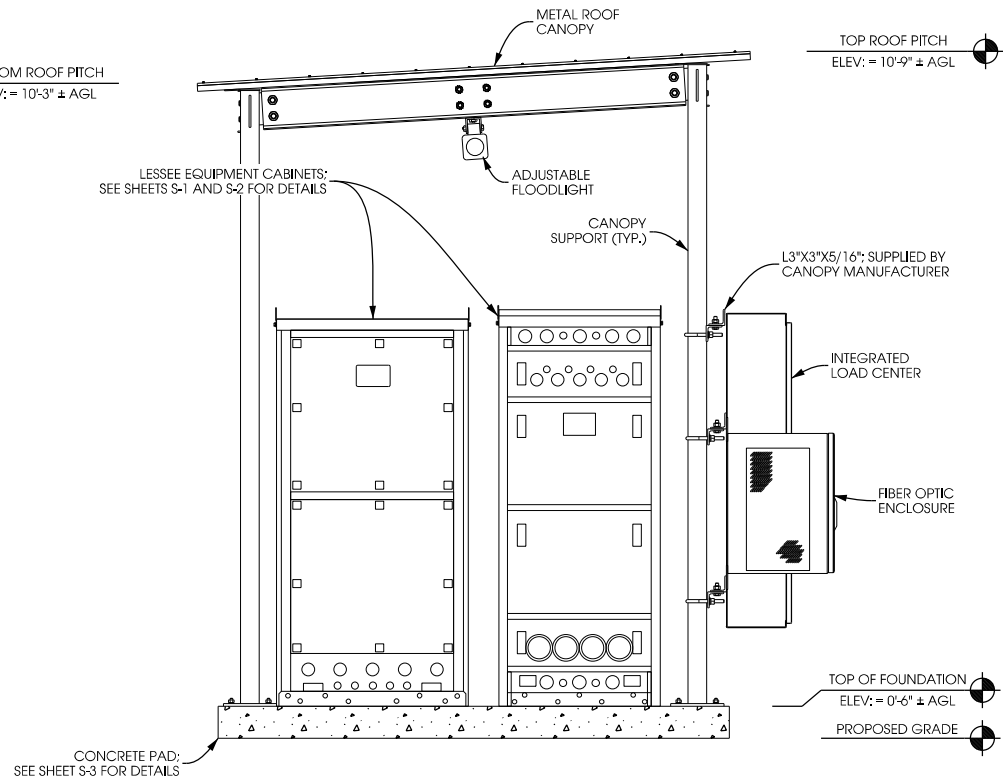
CANOPY NOTE:

ELEVATIONS PROVIDED FOR CONVENIENCE.
CANOPY PROVIDED AS KIT BY SABRE.
MODEL # LISTED AT BOTTOM OF PAGE. VERIZON
WIRELESS CONTRACTOR IS TO SUPPLY CANOPY

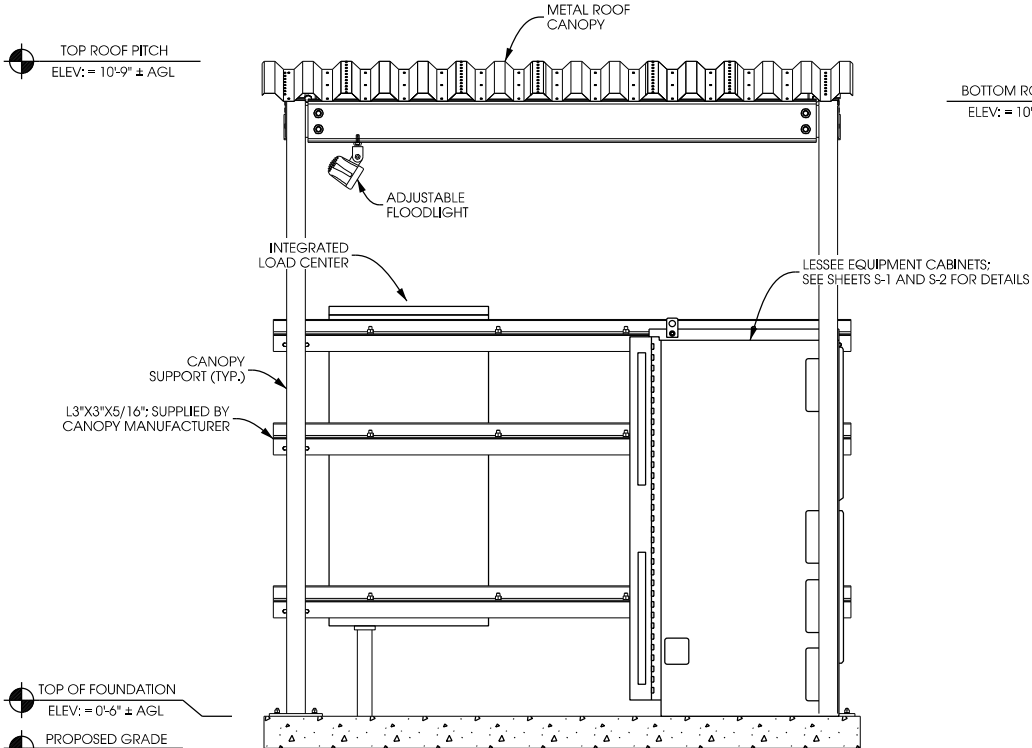


ELEVATION B

TOP OF FOUNDATION
ELEV: = 0'-6" ± AGL
PROPOSED GRADE



ELEVATION C



ELEVATION D

EQUIPMENT CANOPY ELEVATIONS
SCALE: 11" x 17" - 1/3" = 1'-0"
22" x 34" - 2/3" = 1'-0"
SABRE DRAWING #: Z30199033

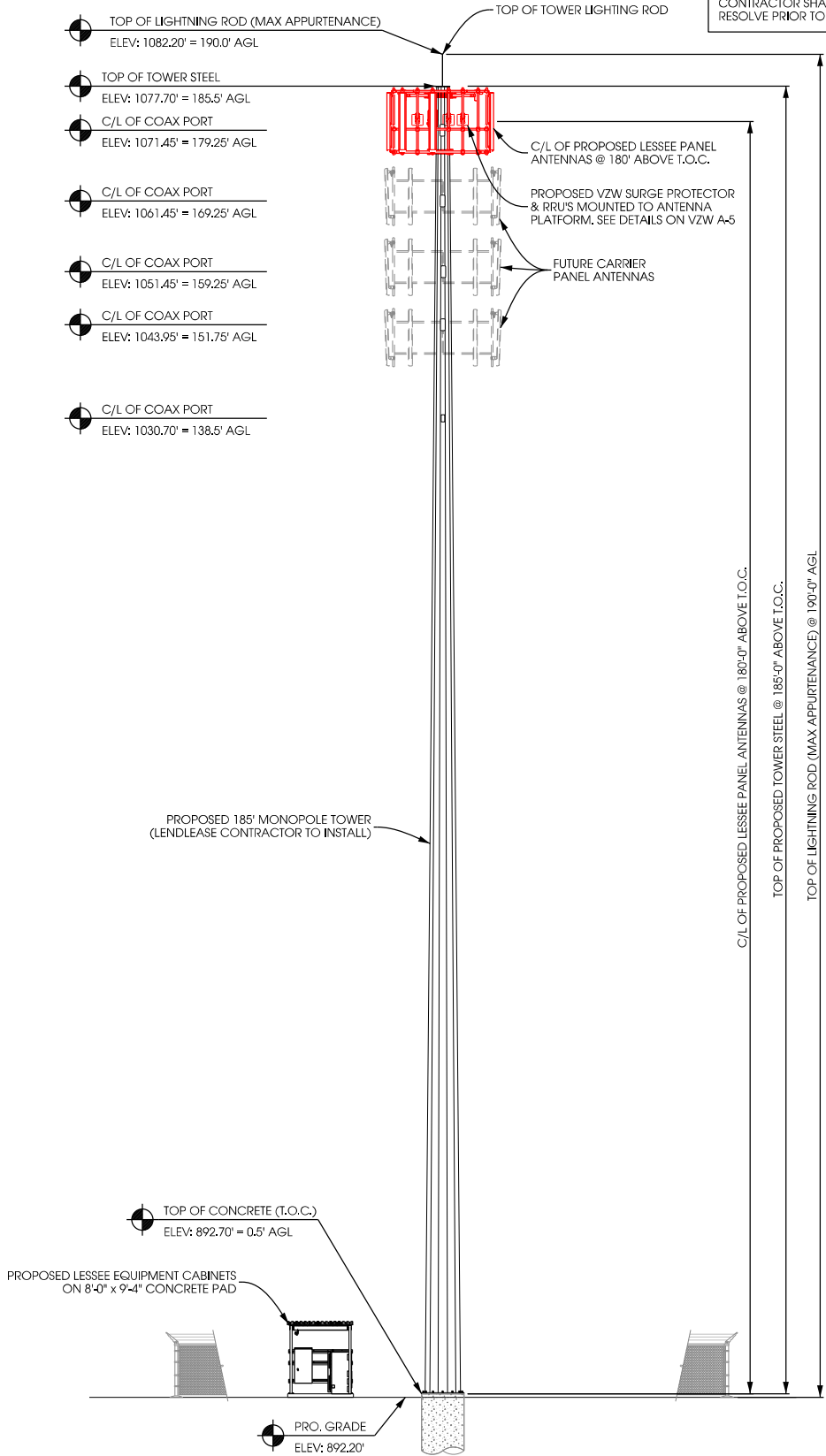
HYBRID CABLE INFO	
QUANTITY	3
LENGTH FROM GROUND SURGE PROTECTOR TO TOWER	30'±
LENGTH FROM T.O.C. TO TOWER SURGE PROTECTOR C/L	180'±
TOTAL HYBRID CABLE LENGTH	210'±

NOTE:
TOWER MANUFACTURER TO INSTALL PORTS AT LESSEE ANTENNA CL. VERIFY FINAL PORT HEIGHT, SIZE AND ORIENTATION WITH TOWER PLANS.

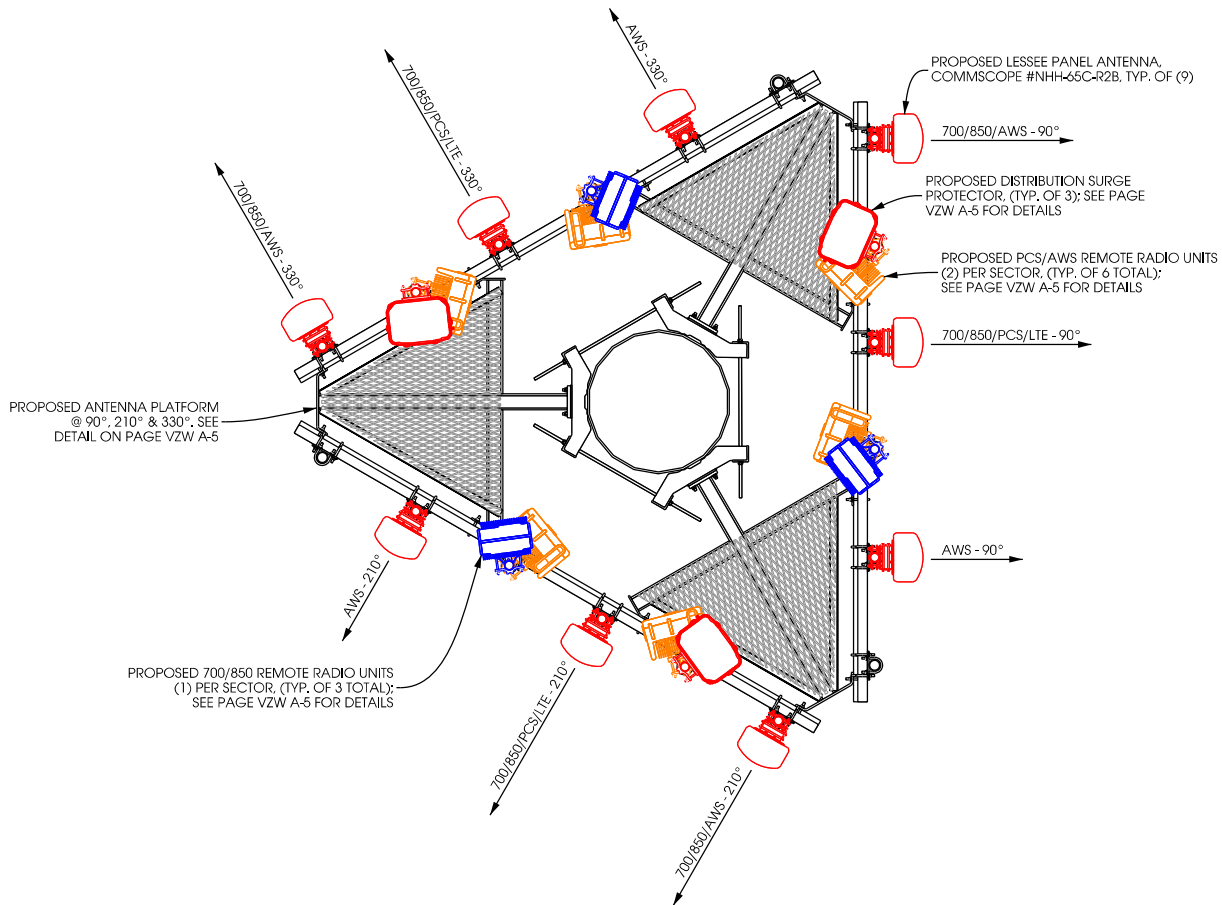
- NOTES:
- 1.) CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNA WITH PROJECT MANAGER & FINAL RF DESIGN.
 - 2.) HYBRID CABLE LENGTH NOT TO EXCEED 367'.
 - 3.) HYBRID JUMPER CABLE LENGTH NOT TO EXCEED 30'.
 - 4.) IF CABLING LENGTH EXCEEDS MAXIMUM ALLOWED CONTRACTOR SHALL CONTACT CLIENT AND ENGINEER TO RESOLVE PRIOR TO CONSTRUCTION.

- LEGEND:
- PROPOSED PANEL ANTENNA
 - PROPOSED DISTRIBUTION SURGE PROTECTOR
 - PROPOSED 700/850 REMOTE RADIO UNIT
 - PROPOSED PCS/AWS REMOTE RADIO UNIT

- NOTES:
- 1.) ALL ANTENNA AZIMUTHS REFERENCED FROM TRUE NORTH.
 - 2.) SEE PAGE A-5 FOR INSTALLATION REQUIREMENTS OF ANTENNAS AND EQUIPMENT.



A TOWER PROFILE (SOUTH ELEVATION)
SCALE: 11" x 17" - 1" = 24'-0"
22" x 34" - 1" = 12'-0"



NOTE:
PLATFORM UPPER RAILING NOT SHOWN FOR CLARITY.

B ANTENNA & EQUIPMENT ORIENTATION
SCALE: NTS

**TOWER ELEVATION
ROCKFIELD [418732]
RICHFIELD, WISCONSIN**

SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW A-1.dgn	
SHEET NUMBER:	
VZW A-1	

R:\15100\15143\CAD\Plot\CD3\VZW A-2.dgn

EQUIPMENT CHANGE REQUEST FORM- ECR											
Cell Name		Rockfield						Cell ID		657	
Location Number		418732		RF Engineer		Shaoib Nagi		Address		W132W17400 Rockfield Dr.	
Date of Request		11/9/2017		Market		Elgin-1		City/State/Zip		Richfield, WI. 53076	
PROPOSED CONFIGURATION								Configuration		Option-A2	
Antenna				Antenna Manufacturer	Antenna Model	Antenna Serial Number	Centerline	Azimuth	Variable Tilt	Mechanical Tilt	Action
Sector	Pos	Port	RF Path								
Alpha	A1	L1 (-45)	700/850 - RxTx0	COMMSCOPE	NHH-65C-R2B		180	90	3		Add- Install
		L2 (+45)	700/850 - RxTx1						1		
		H1 (-45)	AWS - RxTx0								
		H2 (+45)	AWS - RxTx1								
		H3 (-45)	AWS - RxTx2						1		
	A2	H4 (+45)	AWS - RxTx3	COMMSCOPE	NHH-65C-R2B		180	90	3		Add- Install
		L1 (-45)	700/850 - RxTx2						3		
		L2 (+45)	700/850 - RxTx3						3		
		H1 (-45)	PCS LTE - RxTx0								
		H2 (+45)	PCS LTE - RxTx1								
	A3	H3 (-45)	PCS LTE - RxTx2	COMMSCOPE	NHH-65C-R2B		180	90	3		Unchanged
		H4 (+45)	PCS LTE - RxTx3						3		
		L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
		H1 (-45)	AWS-3 RxTx0						3		
	A4	H2 (+45)	AWS-3 RxTx1						3		Unchanged
		H3 (-45)	AWS-3 RxTx2								
		H4 (+45)	AWS-3 RxTx3								
		L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
Beta	B1	H1 (-45)	Unused at this time	COMMSCOPE	NHH-65C-R2B		180	210			Add- Install
		H2 (+45)	Unused at this time								
		H3 (-45)	Unused at this time								
		H4 (+45)	Unused at this time								
		L1 (-45)	Unused at this time								
	B2	L2 (+45)	Unused at this time	COMMSCOPE	NHH-65C-R2B		180	210	5		Add- Install
		H1 (-45)	Unused at this time						5		
		H2 (+45)	Unused at this time						5		
		H3 (-45)	Unused at this time						5		
		H4 (+45)	Unused at this time								
	B3	L1 (-45)	Unused at this time	COMMSCOPE	NHH-65C-R2B		180	210			Unchanged
		L2 (+45)	Unused at this time								
		H1 (-45)	Unused at this time								
		H2 (+45)	Unused at this time								
		H3 (-45)	Unused at this time								
	B4	H4 (+45)	Unused at this time						5		Unchanged
		L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
		H1 (-45)	Unused at this time								
		H2 (+45)	Unused at this time								
GAMMA	G1	H3 (-45)	Unused at this time	COMMSCOPE	NHH-65C-R2B		180	330			Add- Install
		H4 (+45)	Unused at this time								
		L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
		H1 (-45)	Unused at this time								
	G2	H2 (+45)	Unused at this time	COMMSCOPE	NHH-65C-R2B		180	330	3		Add- Install
		H3 (-45)	Unused at this time						3		
		H4 (+45)	Unused at this time						3		
		L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
	G3	H1 (-45)	Unused at this time	COMMSCOPE	NHH-65C-R2B		180	330			Unchanged
		H2 (+45)	Unused at this time								
		H3 (-45)	Unused at this time								
		H4 (+45)	Unused at this time								
		L1 (-45)	Unused at this time								
	G4	L2 (+45)	Unused at this time						3		Unchanged
		H1 (-45)	Unused at this time								
		H2 (+45)	Unused at this time								
		H3 (-45)	Unused at this time								
		H4 (+45)	Unused at this time								

PROPOSED ANTENNA CONFIGURATION

NOTES:
RF DESIGN AND DETAIL ON THIS PAGE PROVIDED BY LESSEE AND ARE INCLUDED FOR CONVENIENCE. FINAL RF DESIGN TO BE VERIFIED WITH LESSEE. IF SIGNIFICANT CHANGES OR DISCREPANCIES ARE IDENTIFIED, CONTACT ENGINEER PRIOR TO INSTALLATION.

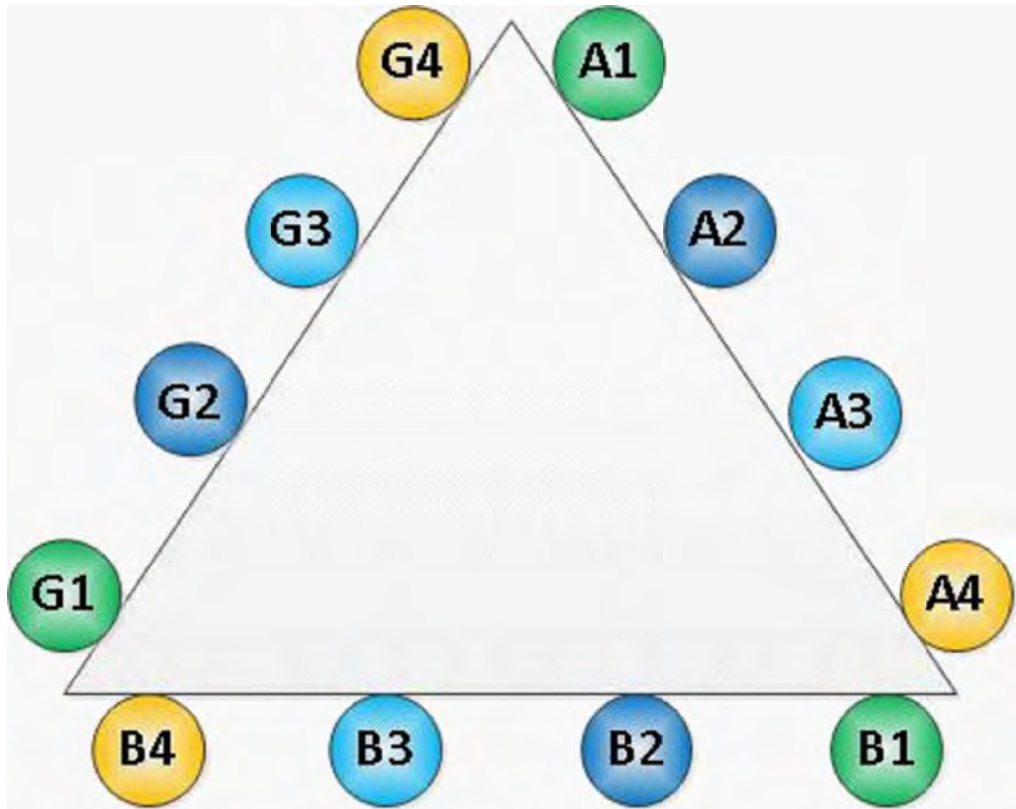


Edge Consulting Engineers, Inc.

624 Water Street
Poulsbo, WA 98278
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

ANTENNA CONFIGURATION
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

PRELIMINARY DWGS:		INI:
CD 90's REV.2 - 10/24/2017	APK	
CD 90's REV.3 - 11/17/2017	APK	
CD 90's REV.4 -04/18/2018	JAH	
CD 90's REV.5 -06/18/2018	CV	
CD 90's REV.6 -11/08/2018	NAT	
CD 90's REV.7 -01/10/2019	JAH	
STAMPED PERMIT DWGS:		
PERMIT CD's REV.1 -02/13/2019	JAH	
STAMPED FINAL DWGS:		
CHECKED BY:		
PCM		
PLOT DATE:		2/13/2019
PROJECT #:		15143
FILE NAME:		VZW A-2.dgn
SHEET NUMBER:		VZW A-2

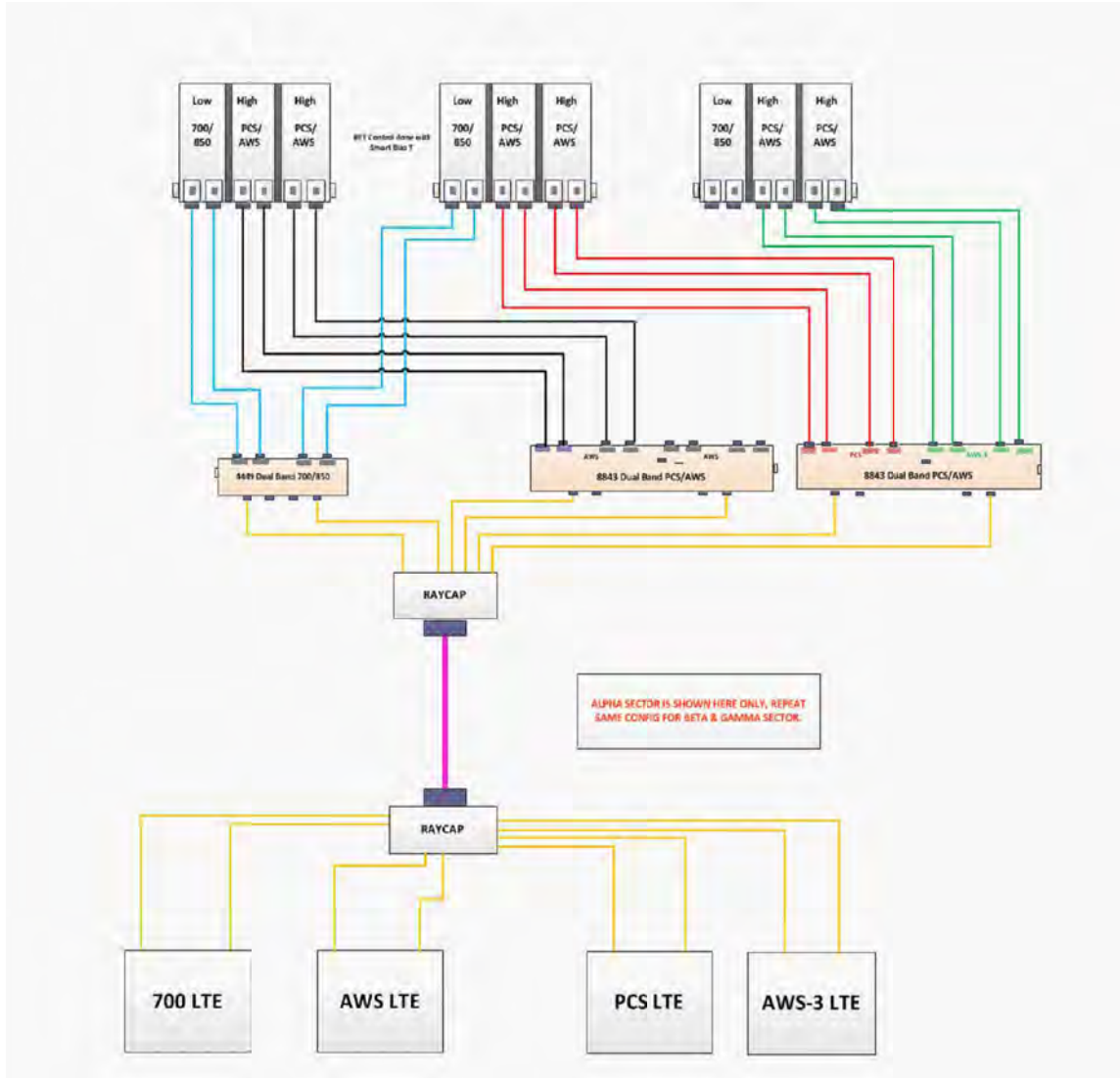


ANTENNA PLATFORM SCHEMATIC

FINAL CONFIGURATION					
Passive Components	Location	Manufacturer	Component Model	Count	
	Top (Platform)	Ericsson	4449 B13	3	
	Top (Platform)				
	Top (Platform)	Ericsson	8843 B66/B2	6	
	Top (Platform)				
	Top (Platform)				
	Top (Platform)	Raycap	RCMDC-3315-PF-48	3	
	Top (Platform)				
	Bottom (Shelter)				
	Bottom (Shelter)	Raycap	RCMDC-3315-PF-48	3	
	Bottom (Shelter)				
Coax	Sector	Coax Manufacturer	Type	Size	Count
	Alpha				
	Beta				
	Gamma				
	Raycap	Andrew	HFT1206-24S49-XXX	1 5/8	3

NOTES:
RF DESIGN AND DETAIL ON THIS PAGE PROVIDED BY LESSEE AND ARE INCLUDED FOR CONVENIENCE. FINAL RF DESIGN TO BE VERIFIED WITH LESSEE. IF SIGNIFICANT CHANGES OR DISCREPANCIES ARE IDENTIFIED, CONTACT ENGINEER PRIOR TO INSTALLATION.

COMBINER CABLE DATA INFORMATION



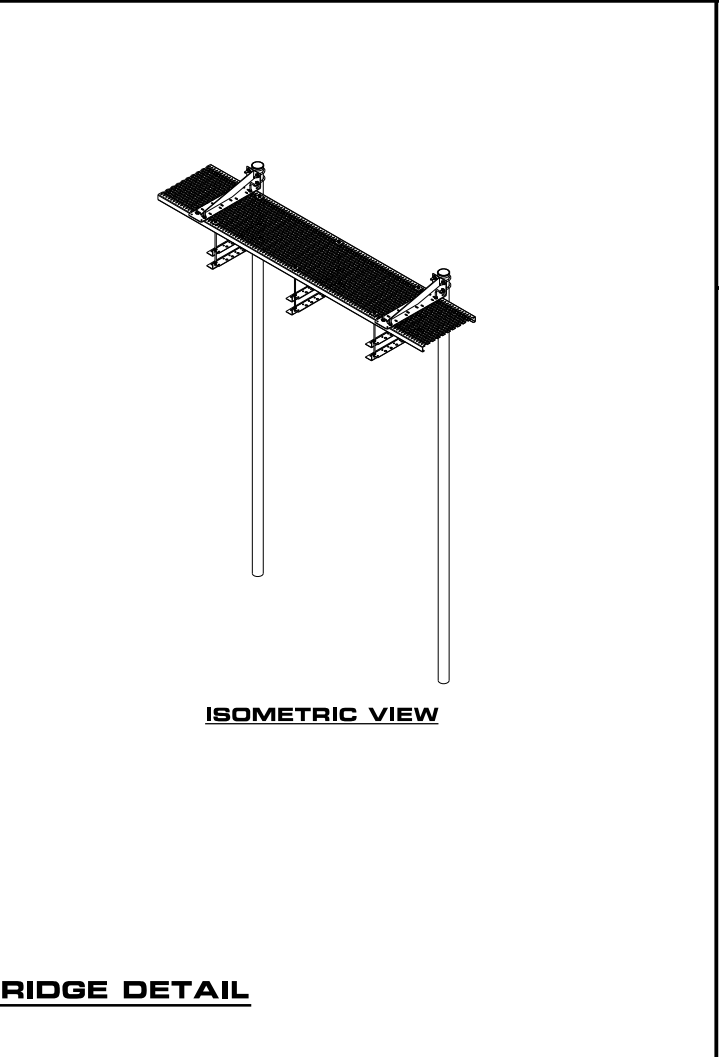
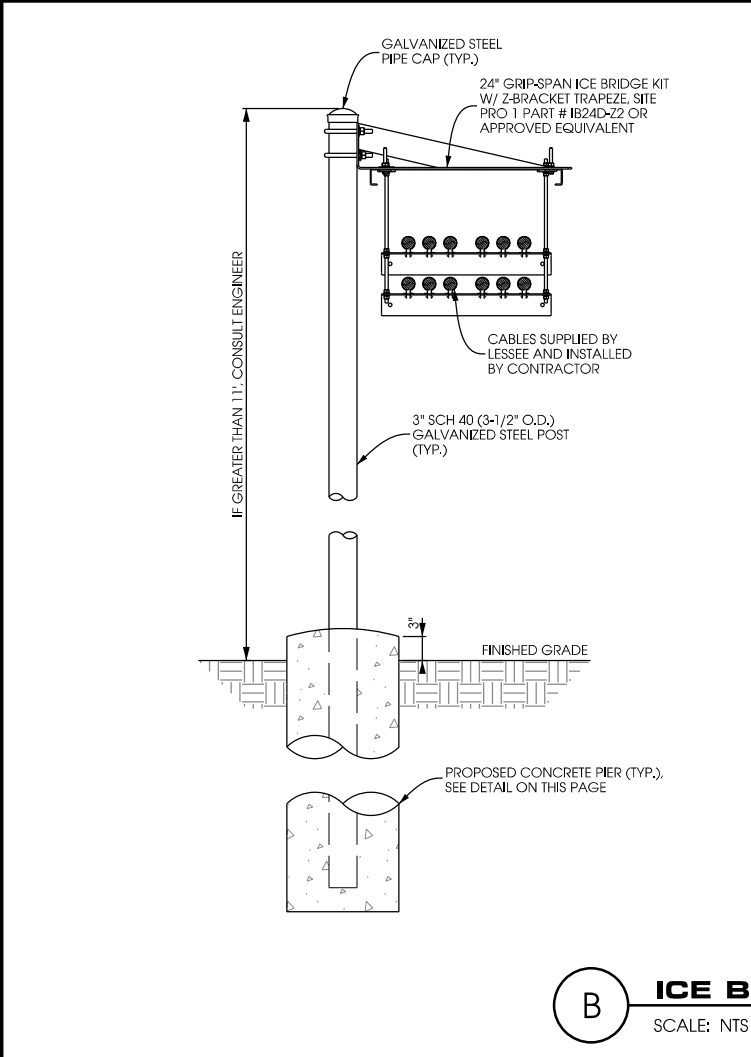
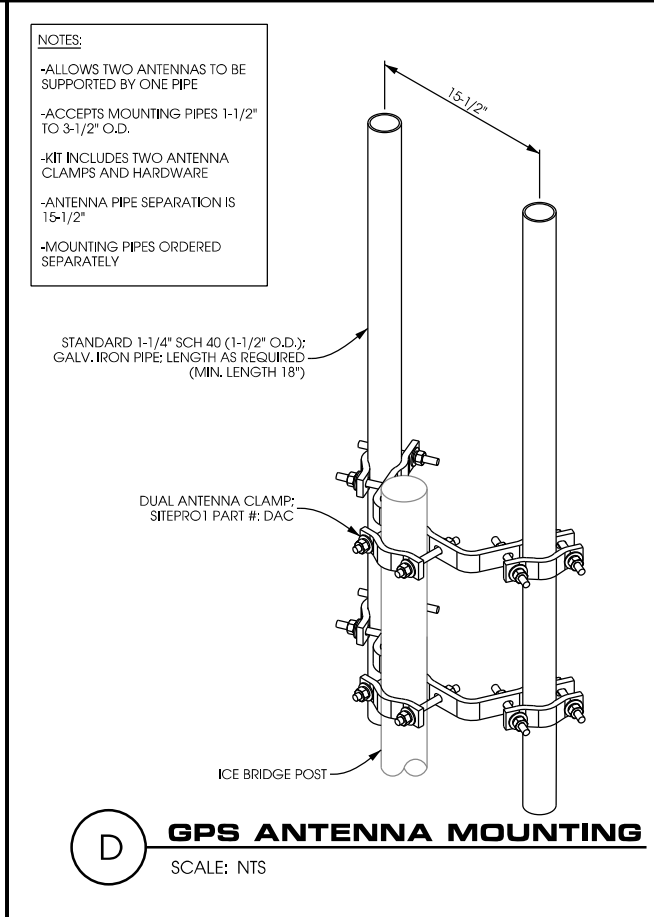
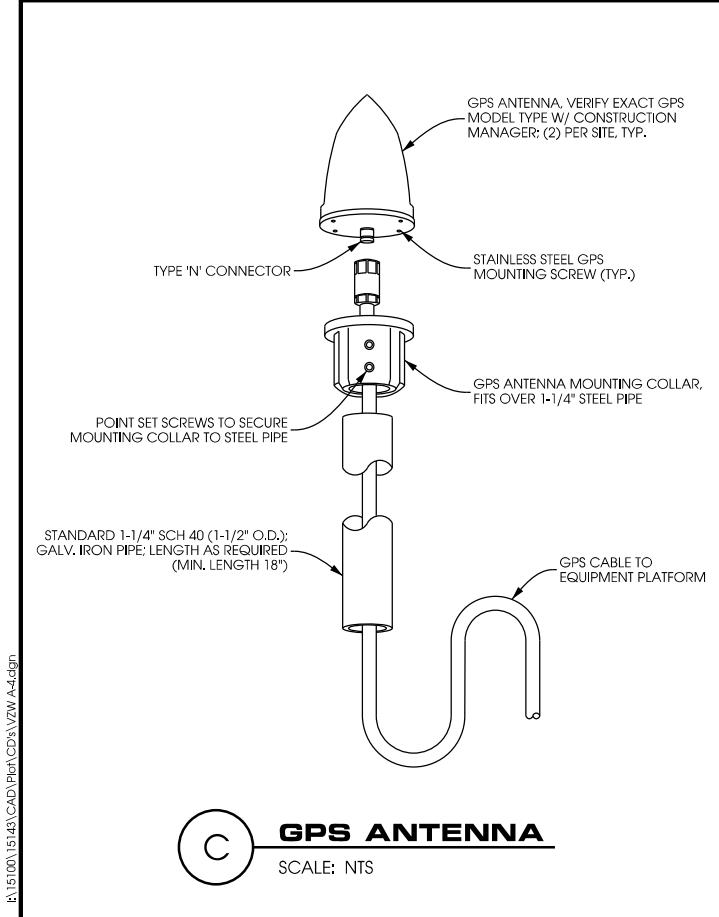
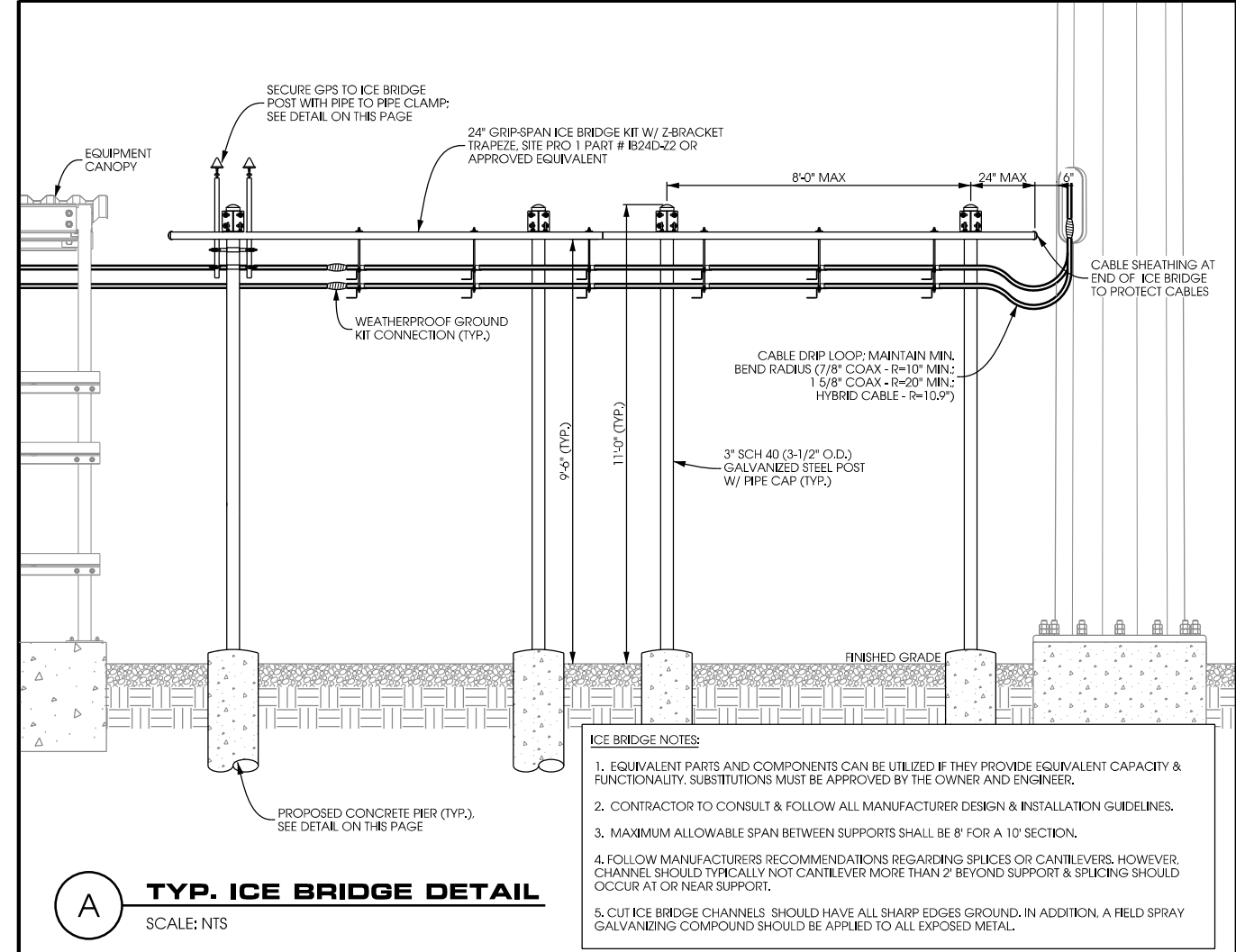
NOTES:
RF DESIGN AND DETAIL ON THIS PAGE PROVIDED BY LESSEE AND ARE INCLUDED FOR CONVENIENCE. FINAL RF DESIGN TO BE VERIFIED WITH LESSEE. IF SIGNIFICANT CHANGES OR DISCREPANCIES ARE IDENTIFIED, CONTACT ENGINEER PRIOR TO INSTALLATION.

PROPOSED ANTENNA CONFIGURATION

ANTENNA CONFIGURATION
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	PCM
PLOT DATE:	2/13/2019
PROJECT #:	15143
FILE NAME:	VZW A-3.dgn
SHEET NUMBER:	

VZW A-3

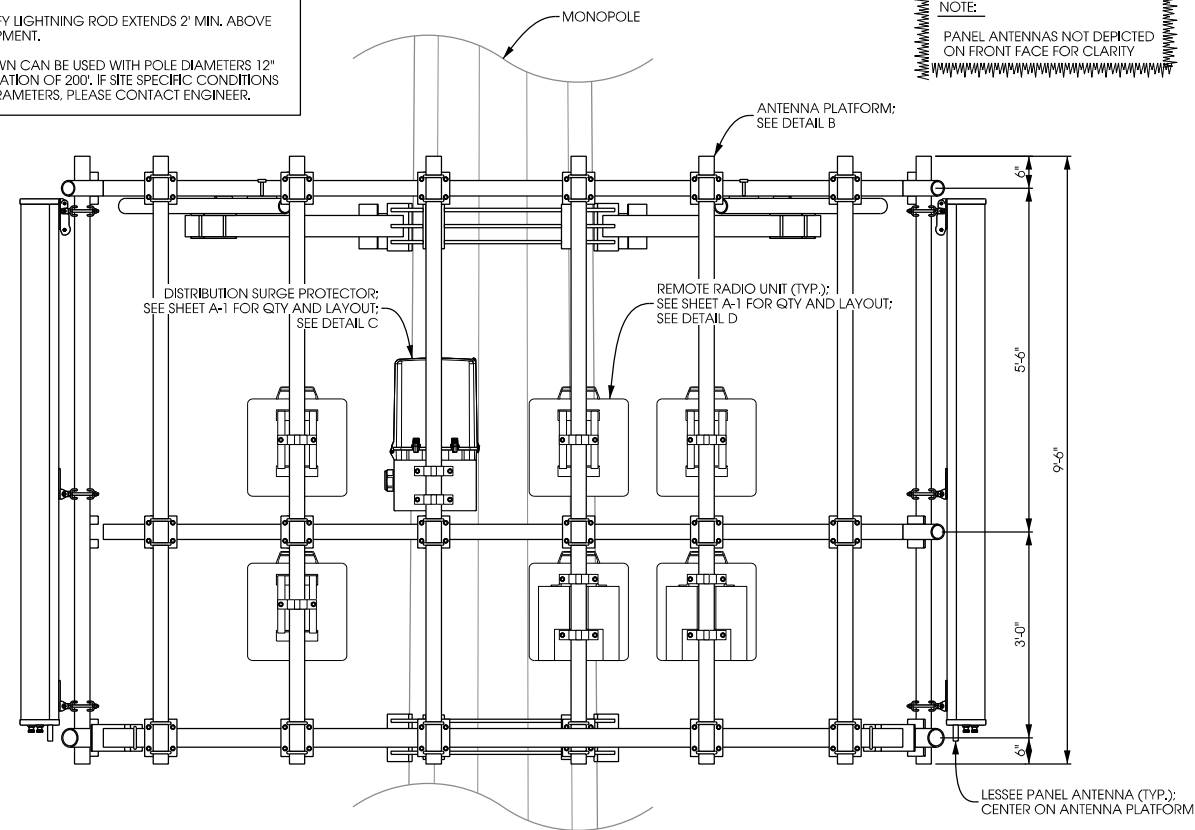


R:15100,15143,CAD,Plot,CDA,VZW A-4.dgn

**ICE BRIDGE DETAILS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN**

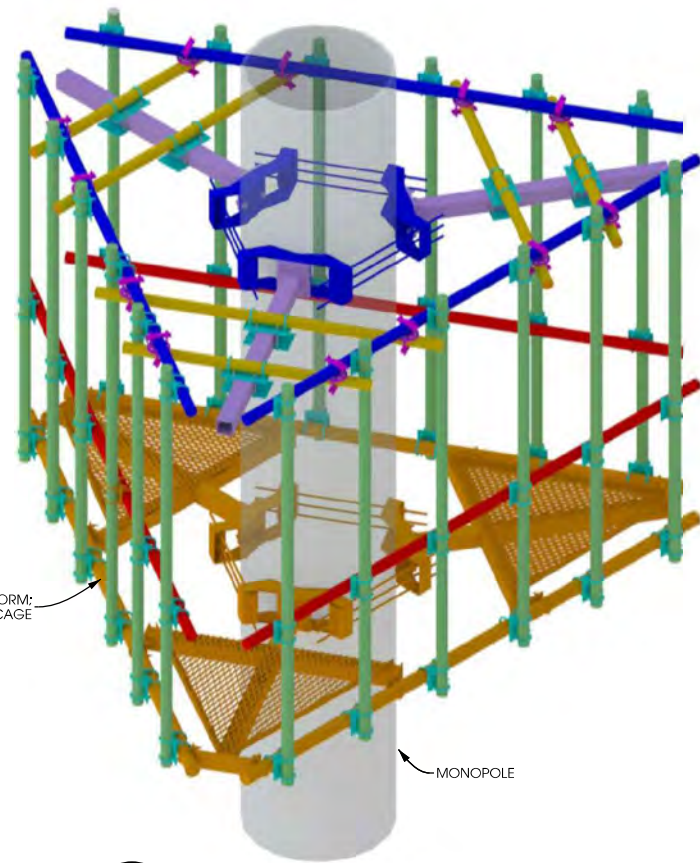
SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW A-4.dgn	
SHEET NUMBER:	
VZW A-4	

NOTES:
CONTRACTOR TO VERIFY LIGHTNING ROD EXTENDS 2' MIN. ABOVE ALL ANTENNAS & EQUIPMENT.
CAGE DESIGN AS SHOWN CAN BE USED WITH POLE DIAMETERS 12" TO 38" AND UP TO ELEVATION OF 200'. IF SITE SPECIFIC CONDITIONS ARE OUTSIDE THESE PARAMETERS, PLEASE CONTACT ENGINEER.



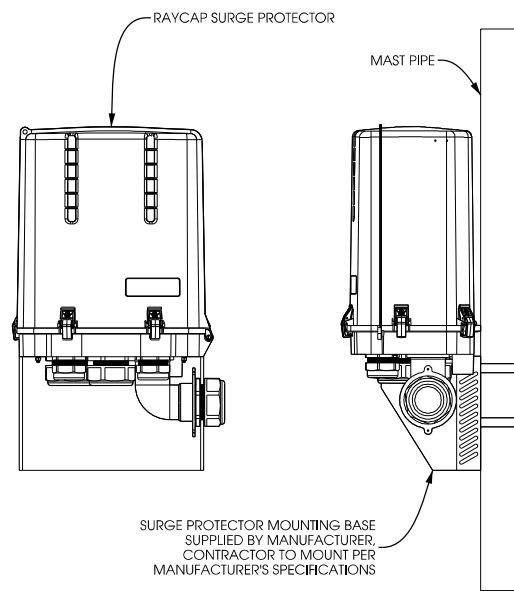
A ANTENNA & EQUIPMENT MOUNTING
SCALE: NTS

ANTENNA AND EQUIPMENT PLATFORM:
SITE PRO 1 PART #: CAGE

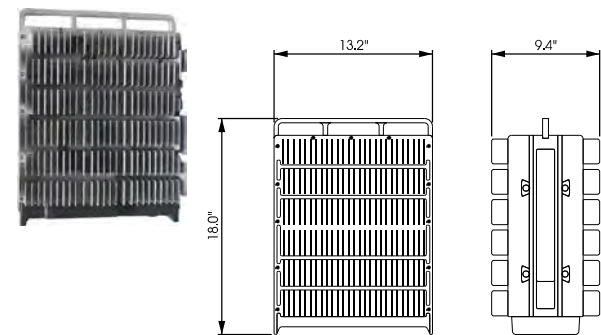


B ANTENNA PLATFORM
SCALE: NTS

DISTRIBUTION SURGE PROTECTOR:
RAYCAP PART # RCMD-3315-PF-48
DC SURGE PROTECTION FOR RRU/INTEGRATED ANTENNA RADIO HEAD
TOWER, BASE, ROOFTOP, & ROOFTOP DISTRIBUTION MODELS
DIMENSIONS: 19.18" x 15.73" x 10.25" (H x W x D)
WEIGHT: 32 LBS (14.51 kg)

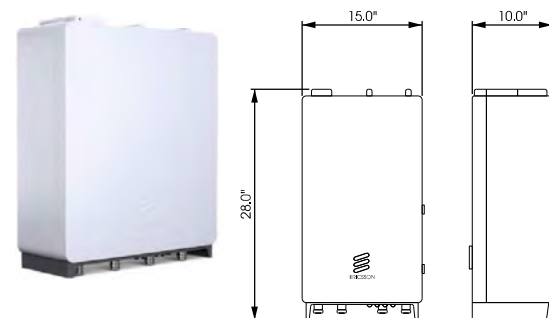


C DISTRIBUTION SURGE PROTECTOR
SCALE: NTS



REMOTE RADIO UNIT:
ERICSSON PART # RRU4449
DIMENSIONS: 18.0" x 13.2" x 9.4" (H x W x D)
WEIGHT: 70 LBS

D REMOTE RADIO UNITS
SCALE: NTS



REMOTE RADIO UNIT:
ERICSSON PART # RRU8843
DIMENSIONS: 28.0" x 15.0" x 10.0" (H x W x D)
WEIGHT: 85 LBS

THIS SPACE INTENTIONALLY LEFT BLANK

UTILITY PROVIDER INFO:

ELECTRIC PROVIDER: WE ENERGIES
CONTACT: LAURIE FREDRICKS
PHONE: 262.253.4542
EMAIL: laurie.fredricks@we-energies.com
WORK ORDER #: MF 4027536

FIBER OPTIC PROVIDER: TIME WARNER
CONTACT: TOM HAMSKI
EMAIL: thomas.hamski@charter.com

FIBER VENDOR: MITECH
CONTACT: JOHN SCHUSTER
PHONE: 920.204.1223
EMAIL: jschuste@mit-tech.us
WORK ORDER #: TBD

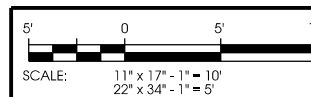


**Edge**
Consulting Engineers, Inc.

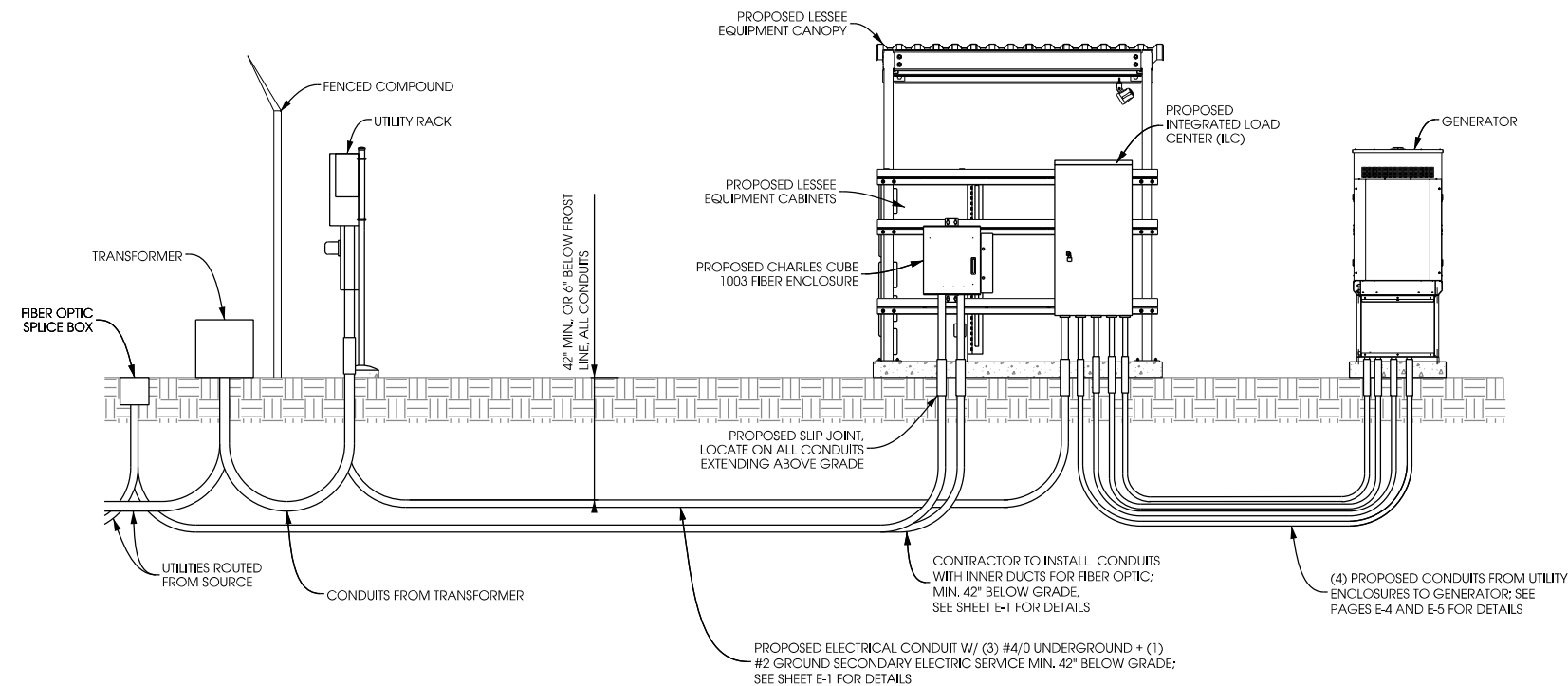
624 Water Street
Pittsfield, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

UTILITY PLAN
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW E-1.dgn	
SHEET NUMBER:	
VZW E-1	



R:\15100\15143\CAD\Plot\CD's\VZW E-1.dgn



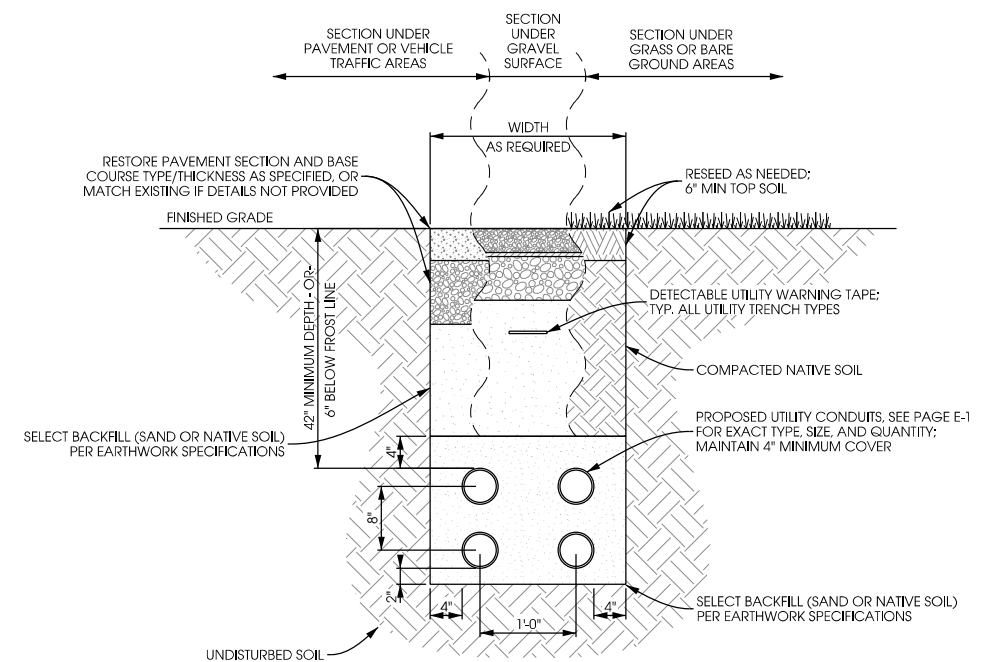
A ELECTRICAL RISER DETAIL (TYPICAL)
SCALE: NTS

SCALE: NT:

NOTES

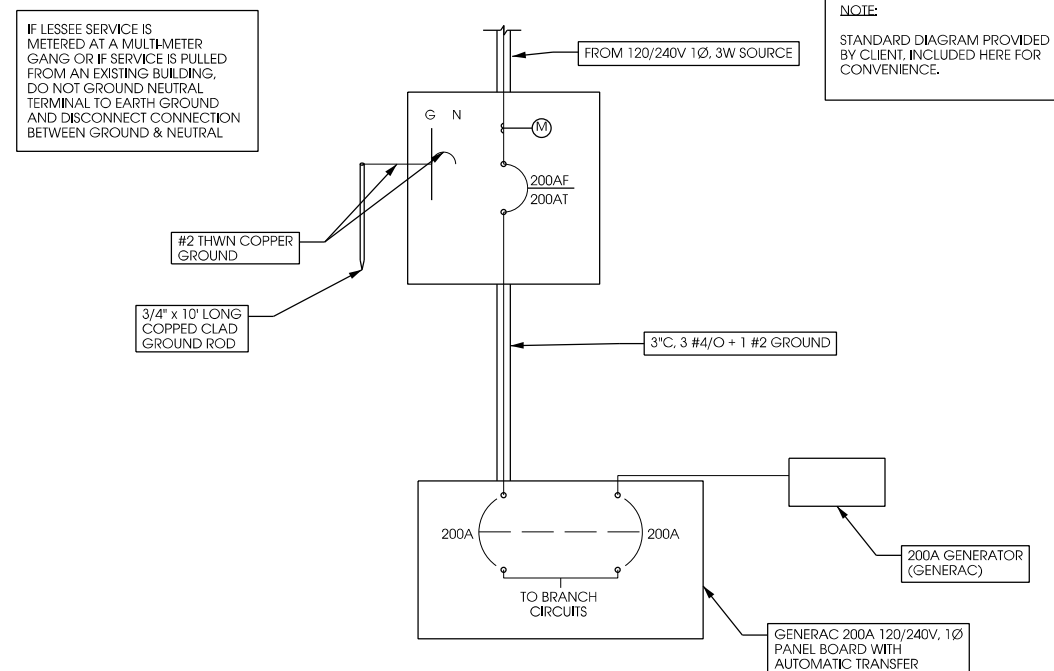
UTILITY CONDUITS TO BE BURIED A MINIMUM DEPTH OF 42"
BELOW GROUND LEVEL OR 6" BELOW THE FROST LINE.

CONDUIT TYPE, SIZE, AND QUANTITY SHOWN ON PAGE E-1.



B **UTILITY TRENCH DETAIL**
SCALE: NTS

SCALE: NTS



D ELECTRIC LINE DIAGRAM & NOTES

SCALE: NTS

UTILITY DETAILS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD'S REV.1 -02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:

PCM

PLOT DATE:

2/13/2019

PROJECT #:

15143

FILE NAME:

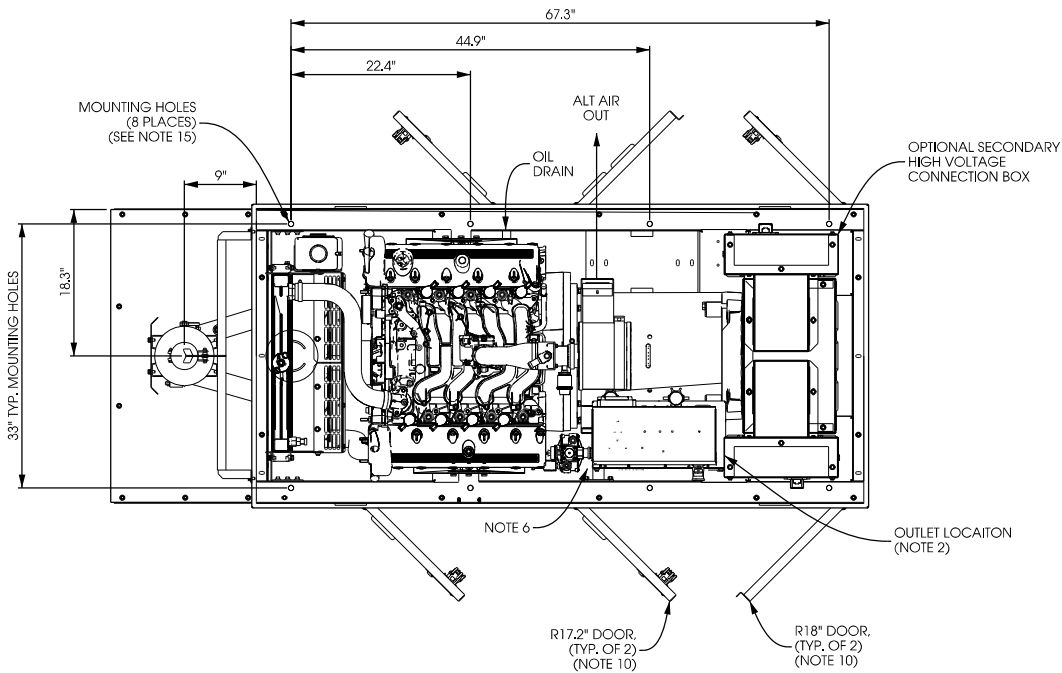
VZW E-2.dgn

SHEET NUMBER

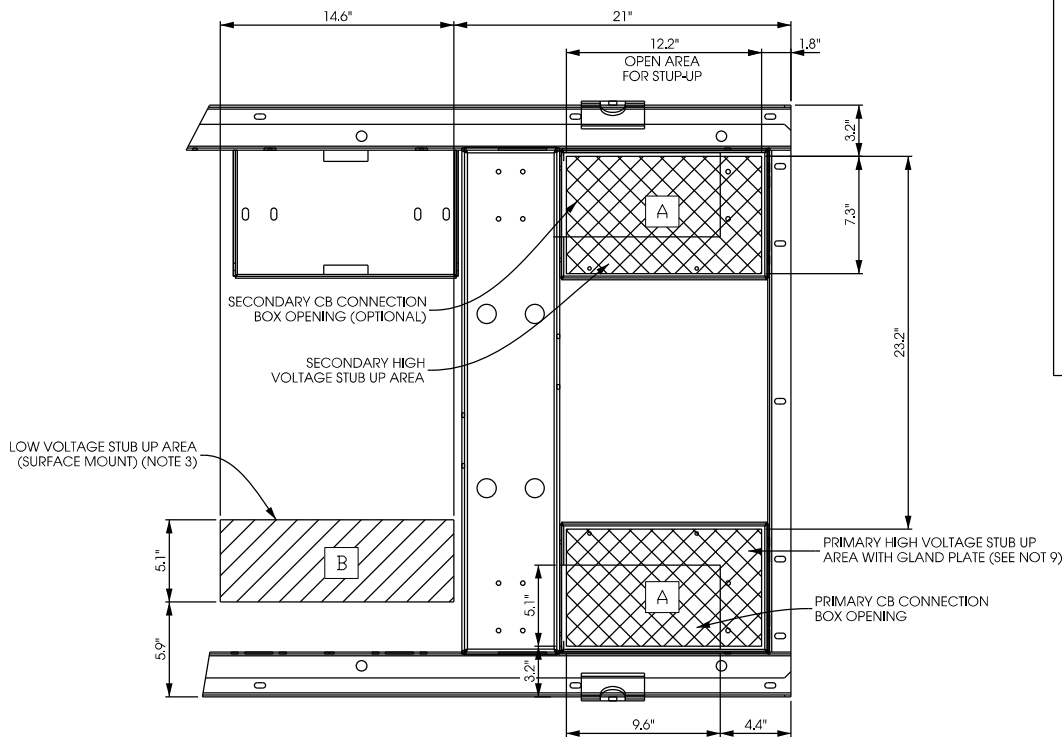
VZW

**GENERATOR DETAILS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN**

SHEET TITLE:	
PRELIMINARY DWGS:	IN:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW E-3.dgn	
SHEET NUMBER:	
VZW E-3	



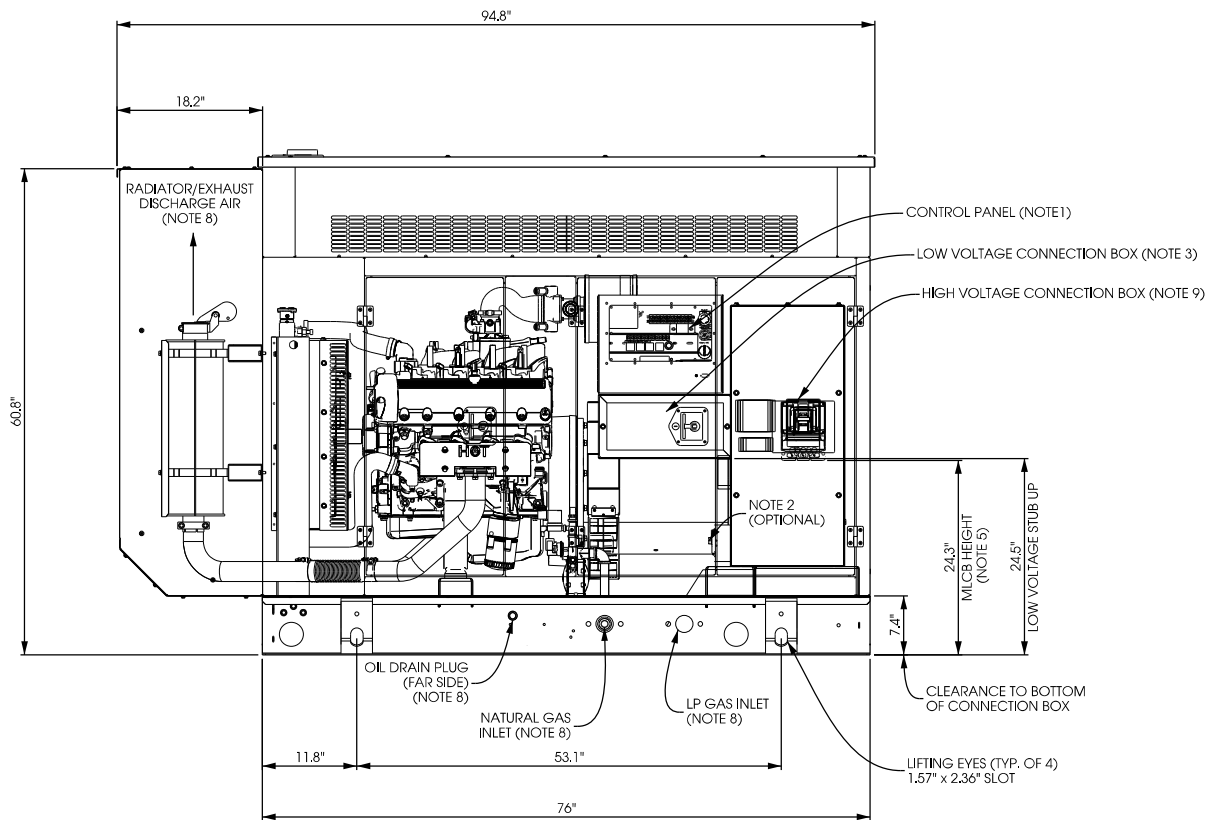
TOP OR PLAN VIEW



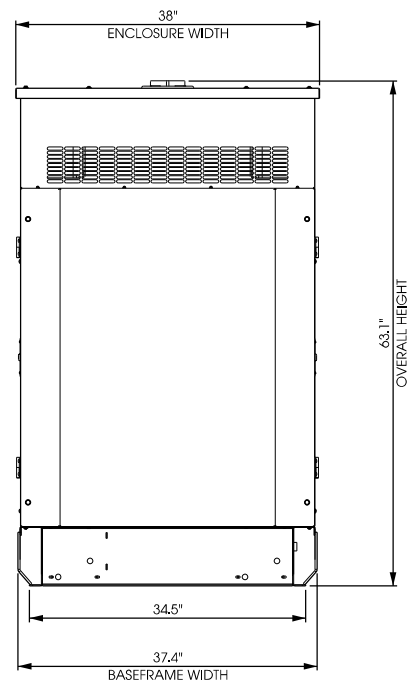
STUB-UP AREA DETAILED VIEW

WEIGHT DATA (INCLUDES EMPTY FUEL TANK):	
GENERATOR WITH STEEL ENCLOSURE:	342 KG (753 LBS)
GENERATOR WITH ALUMINUM ENCLOSURE:	116 KG (256 LBS)
(SEE NOTE 7)	

- NOTE:
- CONTROL PANEL (OPTIONAL BATTERY CHARGER INSIDE)
 - 120V, 20A GFCI & 250V, 15A OUTLET (OPTIONAL)
 - CONNECTION POINTS FOR CONTROL WIRES PROVIDED IN THE LOW VOLTAGE CONNECTION BOX (USE LOW VOLTAGE STUB UP AREA)
 - BATTERY (12 VOLT NEGATIVE GROUND SYSTEM)
 - MAIN LINE CIRCUIT BREAKER (MLCB), AC LOAD LEADS CONNECT DIRECTLY TO MLCB. (MLCB HEIGHT MAY VARY WITH CB SELECTION)
 - BLOCK HEATER
 - CENTER OF GRAVITY AND WEIGHT MAY SHIFT SLIGHTLY DUE TO UNIT OPTIONS
 - ENGINE SERVICE CONNECTIONS:
 - FUEL INLET L/P GAS = 1-1/4" NPT FEMALE COUPLING
 - FUEL INLET NATURAL GAS = 1-1/4" NPT FEMALE COUPLING
 - OIL DRAIN = 1/2" NPT FEMALE COUPLING
 - EXHAUST OUTLET = 3" O.D. MUFFLER
 - AUXILIARY AC CONNECTION FOR UNIT OPTIONS ARE LOCATED IN HIGH VOLTAGE CONNECTION BOX, UNLESS AN OPTIONAL LOAD CENTER IS INSTALLED
 - DOORS MUST BE ABLE TO OPEN AT LEAST 90° TO BE REMOVED.
 - BOTTOM OF GENERATOR SET MUST BE CLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
 - GENERATOR SET MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM THE RADIATOR IS NOT RECIRCULATED
 - CIRCUIT BREAKER
 - AC LOAD LEADS CONNECT DIRECTLY TO BOTTOM OF BREAKER
 - REFER TO LUG SIZING CHART AVAILABLE ON GEN-CONNECT
 - EPA AIR QUALITY REGULATIONS REQUIRE THE CATALYST TO REMAIN MOUNTED WITHIN THE SPECIFIED MOUNTING POSITION DETAILED ON THIS DRAWING
 - MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5. (USE STANDARD SAE TORQUE SPECS.)



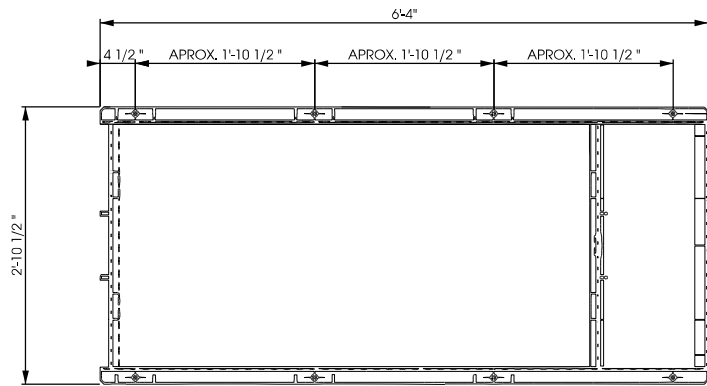
LEFT SIDE VIEW



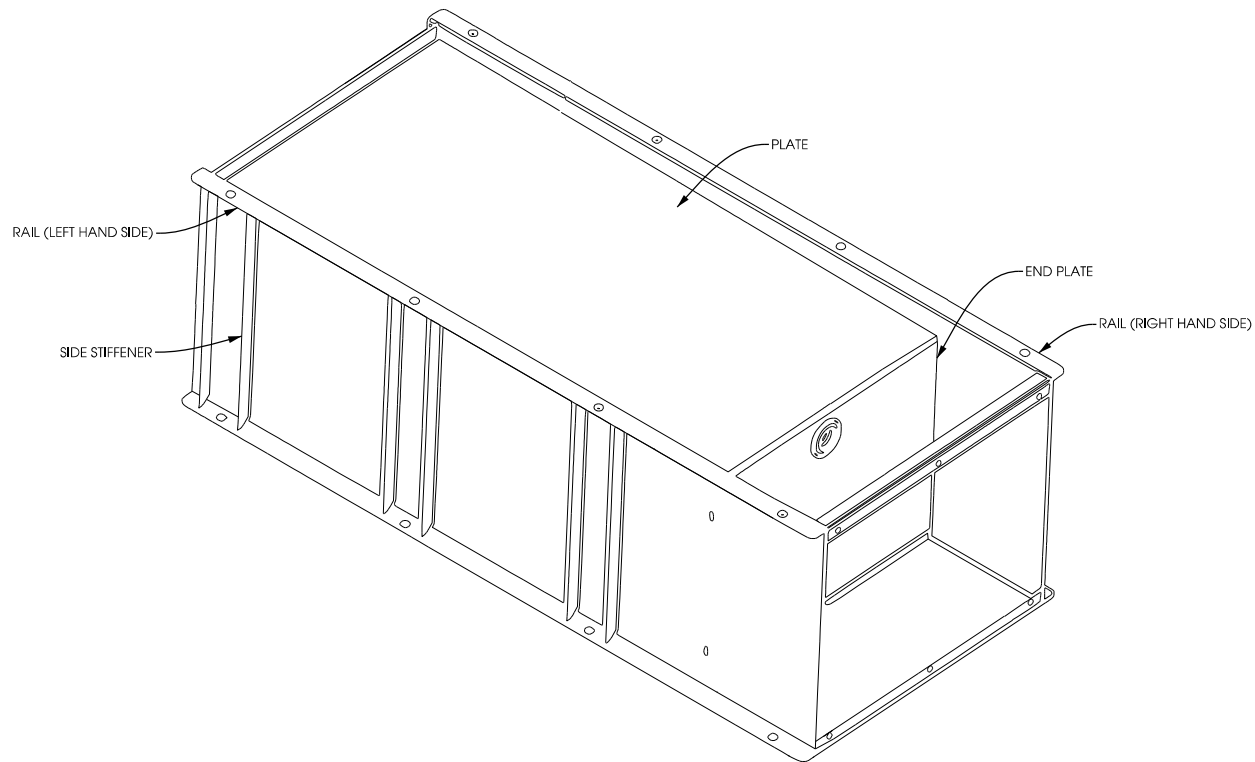
REAR VIEW

A GENERAC LP/NATURAL GAS GENERATOR MODEL SG35
SCALE: NTS

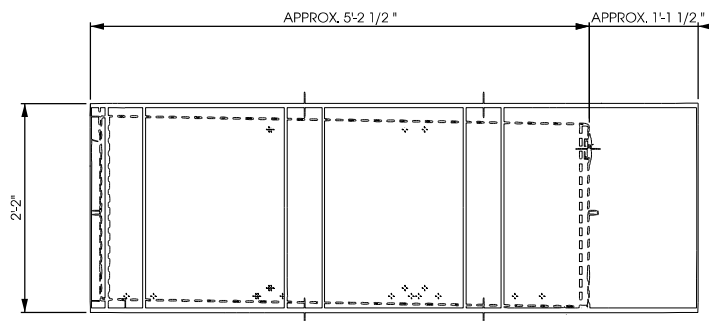
K:\5100\15143\CAD\Plot\CD\VZW E-5.dgn



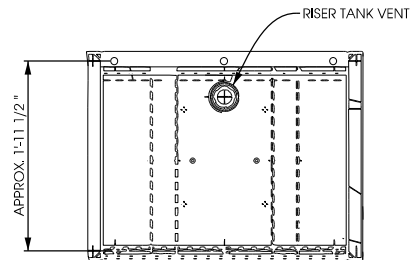
TOP OR PLAN VIEW



ISOMETRIC VIEW



LEFT SIDE VIEW



REAR VIEW

A

GENERAC 2FT RISER TANK - MODEL SG35

SCALE: NTS



Edge Consulting Engineers, Inc.
624 Water Street
Pittsfield, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

GENERATOR RISER DETAILS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:

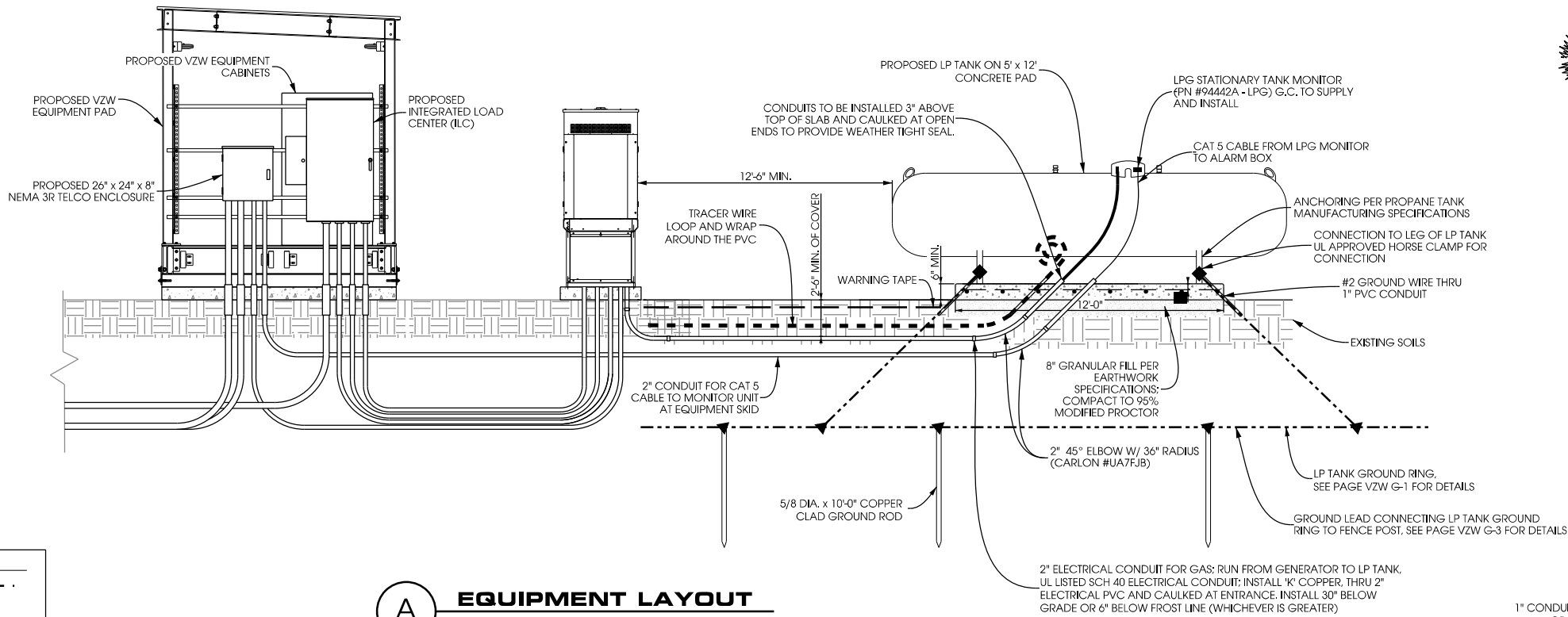
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:	
PCM	
PLOT DATE:	2/13/2019
PROJECT #:	15143
FILE NAME:	VZW E-5.dgn

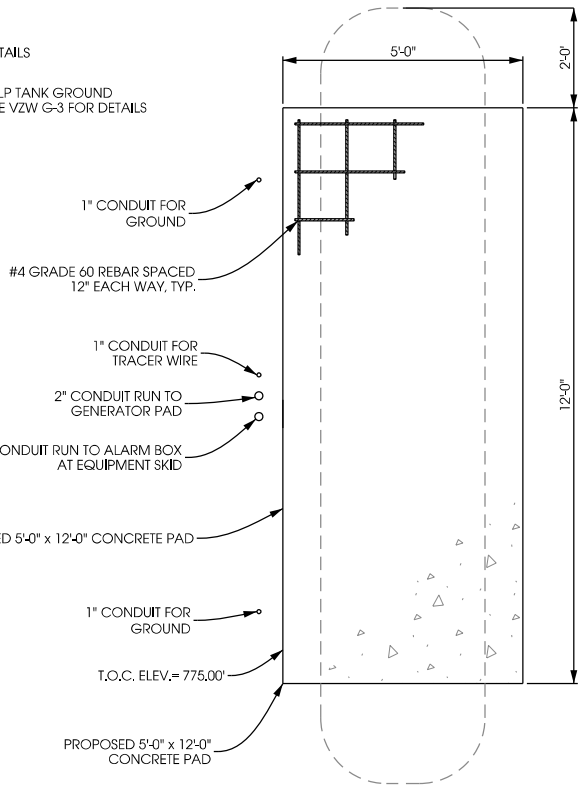
SHEET NUMBER:

VZW E-5



THE CONTRACTOR IS RESPONSIBLE FOR PURCHASING AND INSTALLING A PROPANE TANK MONITOR (MICRO-DESIGN, INC., MODEL # LPG STM 94442A) WITH A BATTERY BACKUP (APC MODEL # ES 350). DETAILS FOR THE TANK MONITOR CAN BE FOUND ON THE LEVELCON WEBSITE @ <https://www.levelcon.com>

PROVIDE GAS LINE OF SUFFICIENT DIAMETER TO PROVIDE ADEQUATE PRESSURE AT THE GENERATOR TO ALLOW THE GENERATOR TO OPERATE EFFICIENTLY



DIMENSIONS:

- WATER CAPACITY: 1000 WG
- OUTSIDE DIAMETER: 40.96"
- OVERALL LENGTH: 15'-10 13/16"
- OVERALL HEIGHT: 4'-1 3/8"
- LEG WIDTH: 16 1/4"
- LEG SPACING: 9'-0"
- WEIGHT: 1729LBS.

WARNING TAPE & TRACE WIRE NOTES:

- WARNING TAPE TO BE INSTALLED ABOVE THE ELECTRICAL RUN FROM THE GENERATOR TO THE PLATFORM AND ABOVE THE FUEL LINE BETWEEN THE GENERATOR AND FUEL SOURCE.
- WARNING TAPE SHALL BE RUN CONTINUOUSLY ALONG THE ENTIRE LENGTH AND INSTALLED 12 INCHES ABOVE THE TOP OF THE CONDUITS
- TRACER WIRE SHALL RUN CONTINUOUSLY ALONG THE ENTIRE LENGTH OF THE BURIED GAS AND ELECTRIC CONDUITS
- TRACER WIRE SHALL BE SECURED TO THE CONDUIT AND MAINTAINED ABOVE THE CONDUIT CENTERLINE DURING TRENCH BACKFILLING.
- TRACER WIRE TO EXTEND TO THE TOP OF PVC ABOVE CONCRETE ON BOTH ENDS - LOOP AND WRAP AROUND APPROPRIATE CONDUIT.
- TRACER WIRE SHALL CONSIST OF 14GA. SOLID COPPER WIRE WITH A CORROSION PROTECTIVE COATING.
- INSTALL TRACER WIRE WITH SPACER AND SECURE PER MNFG. RECOMMENDATIONS - AT A MIN. EVERY 10' AND AT ALL BENDS.
- DO NOT WRAP BURIED CONDUIT WITH TRACER WIRE TO AVOID UNNECESSARY STRESS ON TRACER.
- CONTRACTOR TO CHECK CONTINUITY OF TRACER WIRE BEFORE AND AFTER BURIAL AND DOCUMENT RESULTS. 12" ABOVE THE TOP OF THE CONDUITS.

LEGEND

- WARNING TAPE
- 14GA. TRACER WIRE

CONDUIT INSTALLATION NOTES:

- ALL CONDUIT TO BE WRAPPED IN FELT
- ALL PENETRATIONS TO BE STUBBED AT 45° ANGLE
- ALL CONDUITS TO STUB UP 3" ABOVE TOP OF CONCRETE
- ALL CONDUITS TO CONSIST OF ELECTRICAL PVC
- ALL CONDUITS TO EQUIPPED W/ PULL CORDS & CAPPED FOR FUTURE LINE PULLS. NO DUCT TAPE ALLOWED

CONDUIT SWEEP NOTE:

- SCH 40, 45° & 90° SWEEPS
- RGD. FOR PROPANE CONDUITS
- 90° ELBOW, 36" RADIUS, BELLED
- END - CARLON PART #UA9FJB
- 45° ELBOW, 36" RADIUS, BELLED
- END - CARLON PAR #UA7FJB
- www.carlon.com

GENERAL INSTALLATION NOTES:

A 2" SCHEDULE 40 PVC CONDUIT FOR AC ELECTRICAL CONNECTIONS BETWEEN THE GENERATOR AND THE PLATFORM IS TO BE USED. SEPARATE 1" SCHEDULE 40 PVC CONDUITS FOR DC POWER, CONTROL AND ALARMING IS ADVISED. A MINIMUM OF 5" SPACING IS SUGGESTED BETWEEN CONDUIT CENTERLINES.

FOR FUTURE LP TANK CONNECTION, IT IS RECOMMENDED TO USE 'K' COPPER, THROUGH PREVIOUSLY INSTALLED 2" PVC AND CAULKED AT ENTRANCE.

AT TIME OF LP INSTALLATION FOR VAPOR RELEASE, A RECOMMENDED 1-1/4" BLACK IRON PIPE, SCHEDULE 40, PRIMED AND WRAPPED WITH UNDERGROUND TAPE, BURIED 18" BELOW FINISHED GRADE, PLACED IN A TRENCH, ENCASED IN PVC TO PROTECT THE GAS LINE, WITH A TRACE WIRE.

FOR PROPANE TANK PLACEMENT, IT IS RECOMMENDED HAVING A MIN. OF 10' CLEARANCE TO PROPERTY LINES AND PLATFORMS ON ALL SIDES. YOU SHOULD ALSO HAVE AT LEAST 3' OF CLEARANCE AROUND THE GENERATOR FOR WORKING SPACE.

ENGINE EXHAUST MUST BE DIRECTED AWAY FROM VENTS AND PLATFORM OPENINGS. AT MIN. 5' OF CLEARANCE IS RECOMMENDED WHEN PLACING THE GENERATOR AT ANY CELL SITE PLATFORM OR OPENING.

WHEN GROUNDING THE GENERATOR, CAD WELD THE GENERATOR GROUNDING LUG TO THE GROUND RING #2 SOLID BARE TINNED COPPER WIRE, BURIED 30" BELOW GRADE.

WHEN GROUNDING THE LP TANK, USING THE COMPRESSION LUG CONNECTED TO THE TANK FRAME (PREFERABLY THE FOOT) TO THE GROUND RING.

LP TANK DETAILS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW E-6.dgn	
SHEET NUMBER:	
VZW E-6	

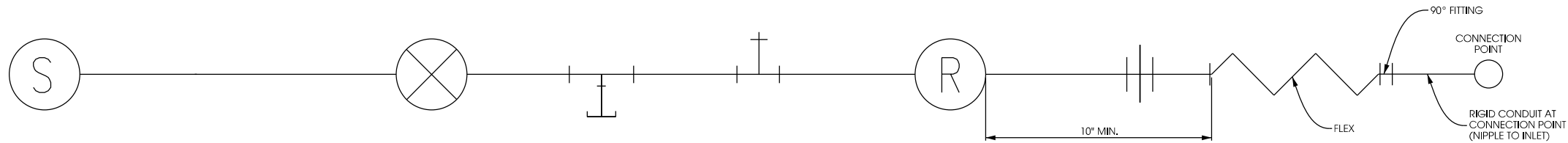
- LEGEND
- (S) GAS SUPPLY PER LESSEE SPEC.
 - (X) 1 1/4" FULL PORT MANUAL SHUT OFF VALVE
 - T DIRT LEG (1 1/4" x 4" NIPPLE W/ 1 1/4" CAP
 - T TEE-ACCESS FOR PRESSURE GAUGE AT INLET
 - (R) SENSUS GAS REGULATOR #143-80-2
 - ||| UNION
 - ~ FLEX CONNECTOR

NOTE:

1. ALL PIPING SHALL BE 1 1/4" BLACK PIPE SCHEDULE 40.
2. ALL FITTINGS SHALL BE 1 1/4" BLACK MALLEABLE IRON.

NOTE:

STANDARD DIAGRAM PROVIDED BY CLIENT, INCLUDED HERE FOR CONVENIENCE.

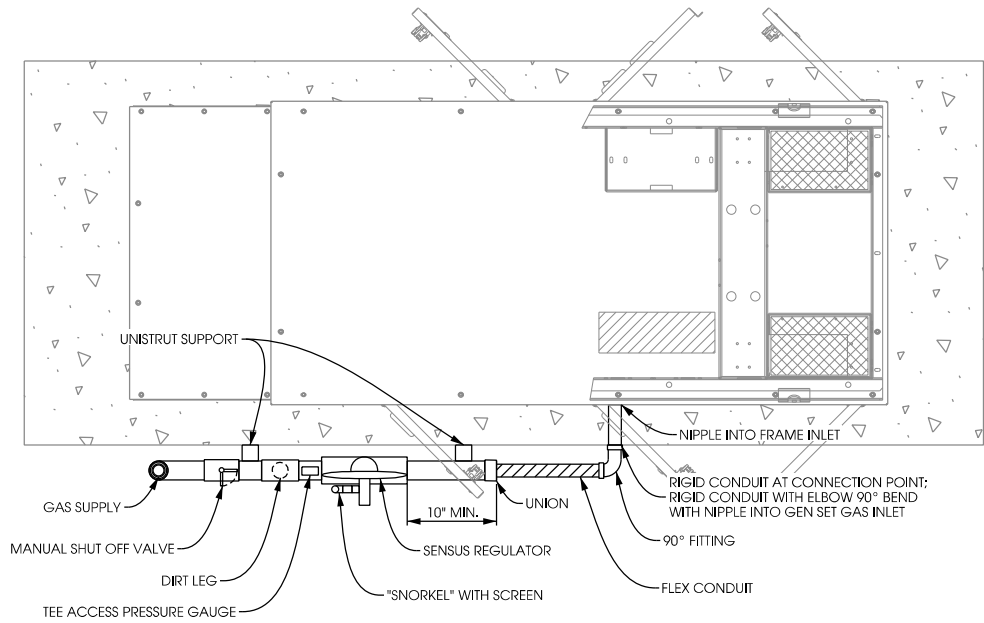


PIPE SIZING & REGULATOR MODEL CHART		
GENERATOR MODEL	PIPE SIZE	REGULATOR MODEL
SG035 (35KW)	1-1/4"	SENSUS MODEL 143-80-2 W/ GREEN SPRING & 1/2" ORIFICE AT 10 DEGREES
SG050 (50KW)	1-1/4"	SENSUS MODEL 143-80-2 W/ GREEN SPRING & 1/2" ORIFICE AT 10 DEGREES
SG100 (50KW)*	1-1/4"	SENSUS MODEL 243-12-2 W/ GREEN SPRING & 3/4" ORIFICE AT 10 DEGREES
	1-1/2"	SENSUS MODEL 243-12-2 W/ GREEN SPRING & 1/2" ORIFICE AT 10 DEGREES

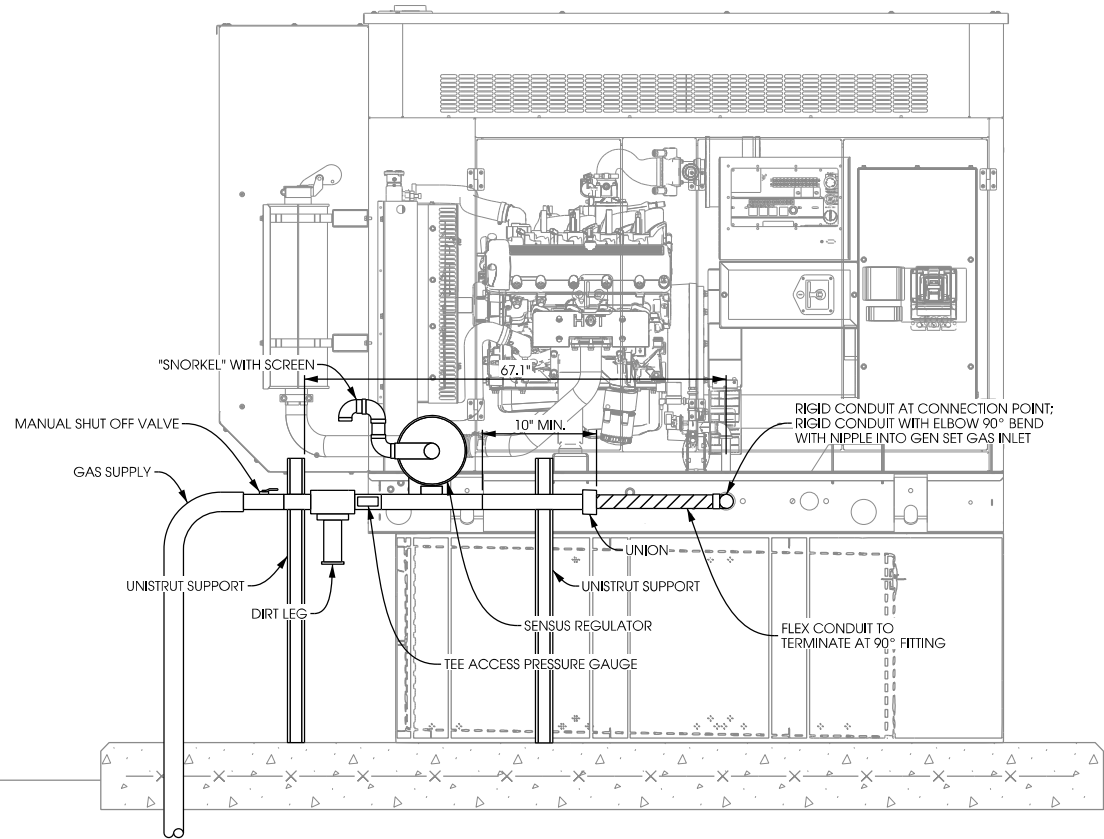
A **GAS PIPING ARRANGEMENT**
SCALE: NTS

NOTE:

THE GENERAL CONTRACTOR IS TO VERIFY REGULATOR SIZE BASED ON THE SIZE OF THE GENERATOR. THIS IS BASED ON HAVING A 2 PSI GAS (INLET) PRESSURE SUPPLY FROM THE GAS METER TO THE SENSUS REGULATOR & GENERATOR OUTLET PRESSURE OF 11"-14" W.C.



B **GAS PIPING PLAN AT GENERATOR**
SCALE: NTS



C **GAS PIPING ELEVATION AT GENERATOR**
SCALE: NTS

SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW E-7.dgn	
SHEET NUMBER:	
VZW E-7	

R:\15100\15143\CAD\Plot\CD3\VZW G-1.dgn

LEGEND

- ⊗ INSPECTION WELL
- ⊗ 5/8" DIA. x 10'-0" LONG, STEEL CLAD W/ A PURE COPPER JACKET (10' MAX SEPARATION)
- ▲ EXOTHERMIC CONNECTION (CADWELD OR EQUIVALENT)
- MECHANICAL CONNECTION (BURNDY OR EQUIVALENT)
- GROUND LEAD
- ⊗ 18" X 18" X .032" THK COPPER PLATE (10' MAX SEPARATION)

KEYED GROUNDING NOTES:

- 1 EQUIPMENT PAD GROUND RING, #2 SOLID BARE-TINNED COPPER GROUND LEAD MIN. 4'-6" BURY (TYP.) OR 6" BELOW FROST WHICH EVER IS GREATER. GROUND RODS SPACED @ 8' O.C.
- 2 MAINTAIN 2-FOOT CLEARANCE FROM ALL STRUCTURES
- 3 GROUND ICE BRIDGE POSTS WITH #2 SOLID BARE TINNED COPPER LEADS
- 4 4" x 20" x 1/4" COPPER GROUND BAR FOR CABLE GROUND KITS. NON-ISOLATED WITH (2) #2 SOLID BARE TINNED COPPER GROUND LEADS TO GROUND RING
- 5 GROUND CABLES TO GROUND BAR AT ANTENNA ELEVATION. GROUND ANTENNA GROUND BAR TO TOWER STEEL
- 6 18" x 18" x .032" THICK COPPER PLATE (10' MAX. SPACING); HARGER PART # GP18-18-2T OR APPROVED EQUIVALENT. SEE DETAILS ON PAGE VZW G-3
- 7 BOND TOWER GROUND RING TO THE PROPOSED EQUIPMENT GROUND RING WITH (2) #2 SOLID BARE TINNED COPPER GROUND LEADS. EXOTHERMIC CONNECTION
- 8 TOWER GROUND RING
- 9 FENCE POST GROUND LEAD, #2 SOLID BARE TINNED COPPER, CADWELD CONNECTION. GROUND FENCE POSTS WITHIN 6-FEET OF EQUIPMENT PAD
- 10 GROUND ILC, ALARM JUNCTION BOX AND FIBER JUNCTION BOX
- 11 GROUND GENERATOR TO GROUND RING WITH #2 SOLID BARE TINNED COPPER LEADS
- 12 GROUND CANOPY SUPPORT COLUMNS TO GROUND RING WITH #2 SOLID BARE TINNED COPPER LEADS
- 13 GROUND EQUIPMENT CABINETS TO GROUND RING WITH #2 SOLID BARE TINNED COPPER LEADS
- 14 MASTER GROUND BAR
- 15 INSPECTION WELL (TYP.); SEE PAGE VZW G-3 FOR DETAIL
- 16 GROUND GPS TO ICE BRIDGE POST: SEE PAGE VZW A-4 FOR DETAIL
- 17 GROUND FOR CONCRETE FOUNDATION REBAR

GROUNDING ELECTRODE SYSTEM NOTES:

- CONNECTIONS:
ALL CONNECTIONS SHALL BE EXOTHERMICALLY CONNECTED UNLESS NOTED OTHERWISE. CONTRACTOR TO FOLLOW ALL MANUFACTURER'S GUIDELINES & RECOMMENDATIONS.
- ALL ELECTRICAL AND MECHANICAL GROUND CONNECTIONS SHALL HAVE ANTI-OXIDANT COMPOUND APPLIED TO CONNECTION.
- FENCE/GATE:
GROUND FENCE POSTS WITHIN 6-FEET OF ENCLOSURE AND 25-FEET OF TOWER. GROUND EACH GATE POST AND CORNER POST. GROUND CONNECTIONS TO FENCE POSTS SHALL BE MADE BY THE EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES.
- CONTRACTOR SHALL SUBMIT THE GROUND RESISTANCE TEST REPORT AS FOLLOWS:
A. ONE (1) COPY TO THE OWNER REPRESENTATIVE
B. ONE (1) COPY TO THE ENGINEER
C. ONE (1) COPY TO KEEP INSIDE EQUIPMENT ENCLOSURE

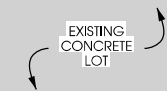
NOTE:

- THE GROUNDING SHALL BE TESTED PRIOR TO FINAL BACKFILLING. DOCUMENTATION OF 5 OHM OR LESS RESISTANCE TO BE PROVIDED TO PROJECT MANAGER.
- ALL NON-INSULATED GROUND LEADS EXTENDING ABOVE GROUND LEVEL SHALL BE ENCASED IN 3/4" PVC & SEALED WITH SILICONE. PVC SHALL BE MIN. 16" INTO EARTH & EXTEND MIN. 6" ABOVE GROUND.
- INSTALL 18" X 18" COPPER PLATES IN LIEU OF GROUND RODS WHEN INSTALLING OVER TOWER FOUNDATION OR WHERE DRIVING GROUND RODS IS NOT FEASIBLE.

GROUNDING NOTE:

THIS GROUNDING PLAN WAS PREPARED PRIOR TO THE RECEIPT OF THE TOWER FOUNDATION DESIGN. THE LAYOUT OF RADIALS AND GROUND RODS ARE APPROXIMATE IN NATURE AND MAY NEED TO BE ADJUSTED IN THE FIELD. GROUND RODS SHOULD NOT EXTEND THROUGH THE TOWER FOUNDATION OR OTHER STRUCTURAL ELEMENTS WITHOUT PRIOR APPROVAL FROM THE DESIGN ENGINEER. IN ADDITION, SOME ADJUSTMENT TO THE GROUND METHOD MAY BE REQUIRED IN INSTANCES WHERE SHALLOW BEDROCK OR OTHER UNIQUE CIRCUMSTANCES ARE ENCOUNTERED. CONTRACTOR SHALL CONSULT GEOTECHNICAL REPORT FOR FURTHER DESIGN AND CONSTRUCTION RECOMMENDATIONS.

EXISTING
CONCRETE
LOT



GRASS

EXISTING
GRAVEL
DRIVE

BOND LP TANK GROUND RING
TO EQUIPMENT GROUND RING, TYP.

BOND LP TANK LEGS TO
GROUND RING, TYP. SEE
DETAILS ON PAGE VZW E-6

PROPOSED VZW
20' x 36' LEASE AREA



NOTE:

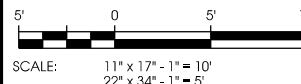
- TOP OF EACH GROUND ROD SHALL
EXTEND NO MORE THAN 6" ABOVE
BOTTOM OF TRENCH

NOTE:

ANY CONDUCTIVE UTILITY JUNCTION BOX
OR ENCLOSURE SHALL BE BONDED TO THE
EARTH GROUND SYSTEM W/ A #2 SOLID
BARE TINNED COPPER GROUND LEAD

SPECIAL REQUIREMENTS

DUE TO SHALLOW BEDROCK, GROUNDING PLATES WILL BE REQUIRED AS
DRIVING GROUND RODS WILL NOT BE FEASIBLE



SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH

STAMPED PERMIT DWGS:
PERMIT CD's REV.1 -02/13/2019

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
VZW G-1.dgn

SHEET NUMBER:
VZW G-1



NOTES

- ALL OUTDOOR HARDWARE (BOLTS, SCREWS, NUTS, WASHERS) SHALL BE 1/8" STAINLESS STEEL TYPE GRADE. INDOORS, GRADE 5 STEEL HARDWARE MAY BE USED.
- CHOOSE BOLT LENGTH TO ALLOW THE EXPOSURE OF AT LEAST TWO THREADS.
- BACK TO BACK LUG CONNECTIONS ARE AN ACCEPTABLE PRACTICE WHEN BONDED TO A GROUND BAR OR STEEL OBJECTS.
- AT CONNECTIONS MADE TO STEEL OR ANY OTHER **DISSIMILAR** METALS, A DRAGON TOOTH WASHER MEETING VZW PRACTICES SHALL BE USED BETWEEN THE CONNECTOR AND STEEL.
- IF NOT USING DRAGON TOOTH WASHERS, THOROUGHLY REMOVE A SECTION OF PAINT OR COATING APPROXIMATELY THE SAME SIZE AS CONNECTOR. REMOVE THE PAINT FROM SURFACE USING A DREMEL TYPE TOOL.
- USE AN APPROVED ANTI-OXIDATION COMPOUND ON ALL GROUNDING CONNECTIONS. A COPPER COSMOLINE GREASE BASED COMPOUND (NO OXID) SHALL BE USED ON ALL COPPER TO COPPER CONNECTIONS. A ZINC BASED (GREY COLORED) COMPOUND SHALL BE USED ON ALL COPPER TO STEEL CONNECTIONS.
- WHEN BONDING TO A METALLIC OBJECT WHERE ACCESS IS **LIMITED** TO ONLY ONE SURFACE, DRILLING & TAPPING OR SELF DRILLING SCREWS ARE THE PREFERRED AND ACCEPTABLE MEANS OF CONNECTION. SHEET METAL SCREWS SHALL NOT BE USED.

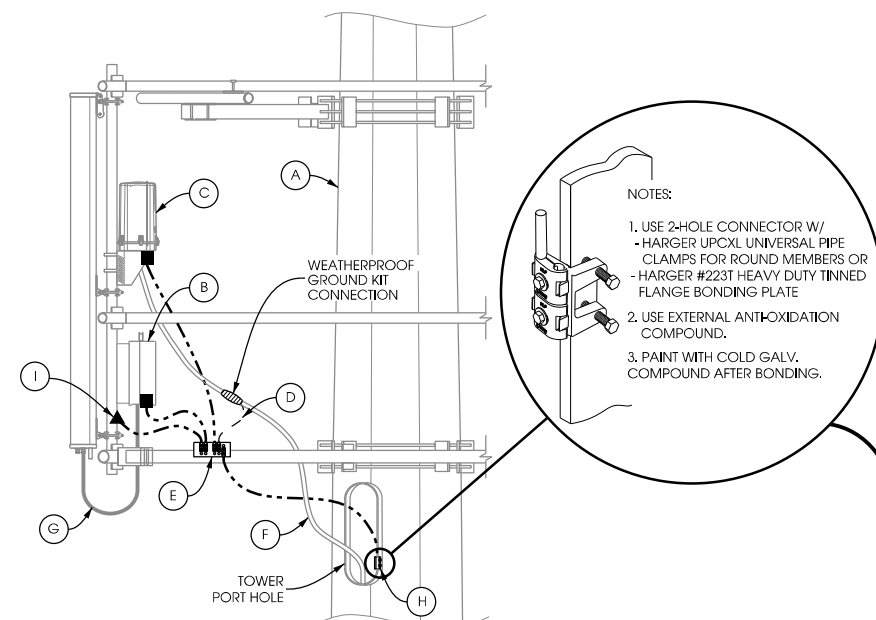


LUG DETAIL

SCALE: NTS

KEYED GROUNDING NOTES:

- (A) MONOPOLE TOWER
 - (B) REMOTE RADIO UNIT; GROUND WITH #2 STRANDED INSULATED GROUND LEAD
 - (C) DISTRIBUTION SURGE PROTECTOR; GROUND WITH #2 STRANDED INSULATED GROUND LEAD
 - (D) # 6 INSULATED TINNED COPPER CABLE GROUND KITS TO GROUND BAR; COMMSCOPE PART # UG12158-15B4-T OR APPROVED EQUIVALENT
 - (E) UPPER ANTENNA GROUND BAR; MOUNT GROUND BAR DIRECTLY TO TOWER STEEL
 - (F) CABLE, MAINTAIN MINIMUM BEND RADIUS
 - (G) JUMPER, MAINTAIN MINIMUM BEND RADIUS
 - (H) CLAMP #2 STRANDED INSULATED COPPER GROUND LEAD TO TOWER STEEL W/ HARGERS HEAVY DUTY TINNED FLANGE BONDING PLANT(P/N# 2237), OR APPROVED EQUIVALENT
 - (I) CADWELD #2 STRANDED INSULATED COPPER GROUND LEAD TO ANTENNA MAST PIPE
- **ALL GROUND LEADS TO BE ROUTED IN A DOWNWARD FASHION.



ANTENNA LEVEL GROUNDING DETAILS

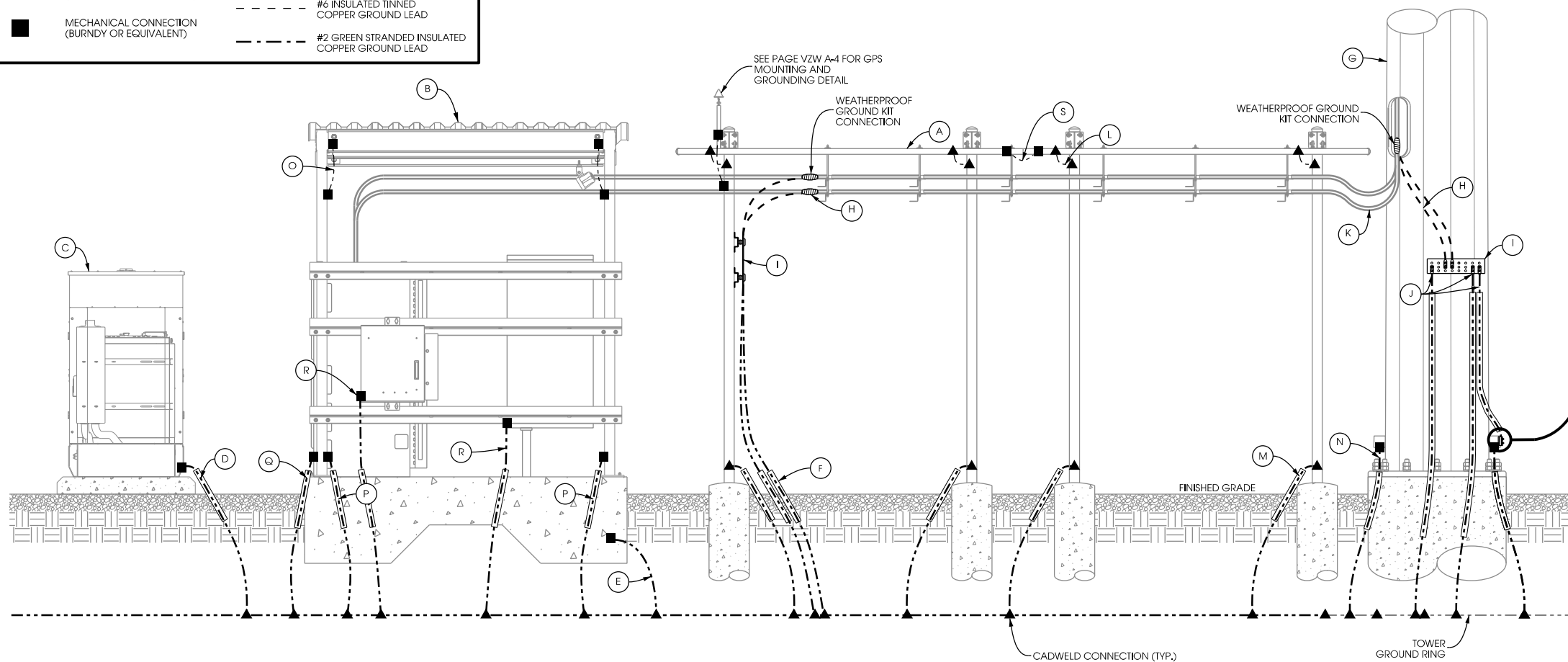
SCALE: NTS

KEYED GROUNDING NOTES:

- (A) ICE BRIDGE
- (B) EQUIPMENT CANOPY
- (C) BACKUP GENERATOR
- (D) (2) #2 SOLID BARE TINNED COPPER GROUND LEADS BETWEEN GENERATOR AND EQUIPMENT GROUND RING THROUGH SEALED 1/2" CONDUIT
- (E) GROUND FOR FOUNDATION REBAR; SEE PAGE VZW G-3 FOR DETAIL
- (F) 1/2" DIA. PVC CONDUIT; EXTEND PVC CONDUIT 24" BELOW GRADE AND FILL WITH SILICONE (TYP.)
- (G) MONOPOLE TOWER
- (H) # 6 INSULATED TINNED COPPER CABLE GROUND KITS TO GROUND BAR; COMMSCOPE PART # UG12158-1584-T OR APPROVED EQUIVELANT
- (I) 4" x 20" x 1/4" TINNED, INSULATED, NONHISOLATED COPPER GROUND BAR FOR GROUND KITS
- (J) PROVIDE (2) #2 SOLID BARE TINNED COPPER GROUND LEADS FROM LOWER TOWER GROUND BAR TO TOWER GROUND RING AND (1) #2 SOLID BARE TINNED COPPER GROUND LEAD FROM LOWER TOWER GROUND BAR TO TOWER STEEL; ALL LEADS TO BE ENCASED IN 1/2" SEALED CONDUIT
- (K) CABLES WITH DRIPLOOP INSTALLED BY ANTENNA CONTRACTOR, MAINTAIN MINIMUM BEND RADIUS
- (L) #2 SOLID BARE TINNED COPPER GROUND JUMPER BETWEEN ICE BRIDGE AND STEEL SUPPORT POST BY ANTENNA CONTRACTOR; ORIENT WITH HIGH SIDE TOWARDS TOWER
- (M) #2 SOLID BARE TINNED COPPER GROUND LEADS TO ICE BRIDGE POSTS IN 1/2" PVC CONDUIT
- (N) IF APPLICABLE: (2) SOLID BARE TINNED COPPER GROUND LEADS (4) FROM TOWER STEEL TO GROUND RING; USE GROUNDING TABS WHEN AVAILABLE
- (O) #2 TINNED COPPER GROUND LEAD BETWEEN EQUIPMENT CANOPY AND STEEL SUPPORT POST
- (P) #2 TINNED COPPER GROUND LEAD BETWEEN SUPPORT COLUMN AND EQUIPMENT GROUND RING THROUGH SEALED 1/2" CONDUIT
- (Q) EQUIPMENT CABINET GROUNDING: EXTEND (2) #2 SOLID BARE TINNED COPPER GROUND LEADS TO GROUND RING THROUGH SEALED 1/2" PVC CONDUITS
- (R) #2 TINNED COPPER GROUND LEAD BETWEEN UTILITY ENCLOSURES AND EQUIPMENT GROUND RING THROUGH SEALED 1/2" CONDUIT
- (S) #2 GREEN STRANDED INSULATED COPPER GROUND LEAD WITH 2-HOLE LUGS BETWEEN ICE BRIDGE SECTIONS

LEGEND

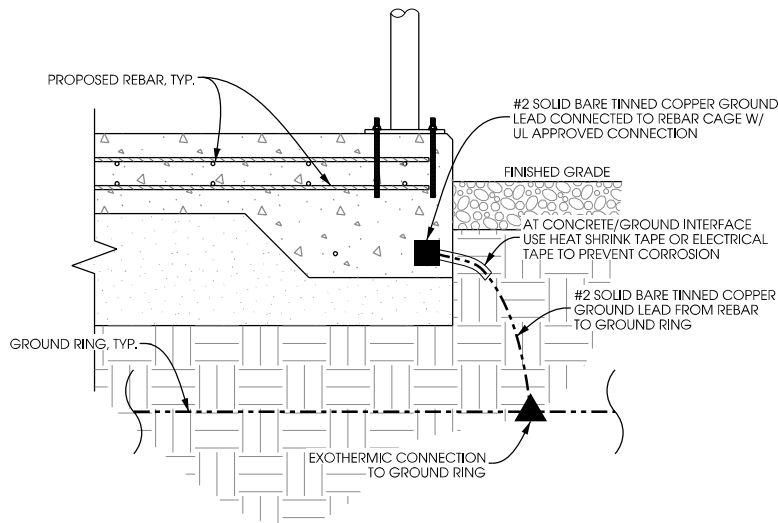
- | | | | |
|---|---|---|---|
|  | EXOTHERMIC CONNECTION
(CAWELDED OR EQUIVALENT) |  | #2 SOLID BARE TINNED
COPPER GROUND LEAD |
|  | MECHANICAL CONNECTION
(BURNDY OR EQUIVALENT) |  | #6 INSULATED TINNED
COPPER GROUND LEAD |
| | |  | #2 GREEN STRANDED INSULATED
COPPER GROUND LEAD |



GROUND LEVEL GROUNDING DETAILS

SCALE: NTS

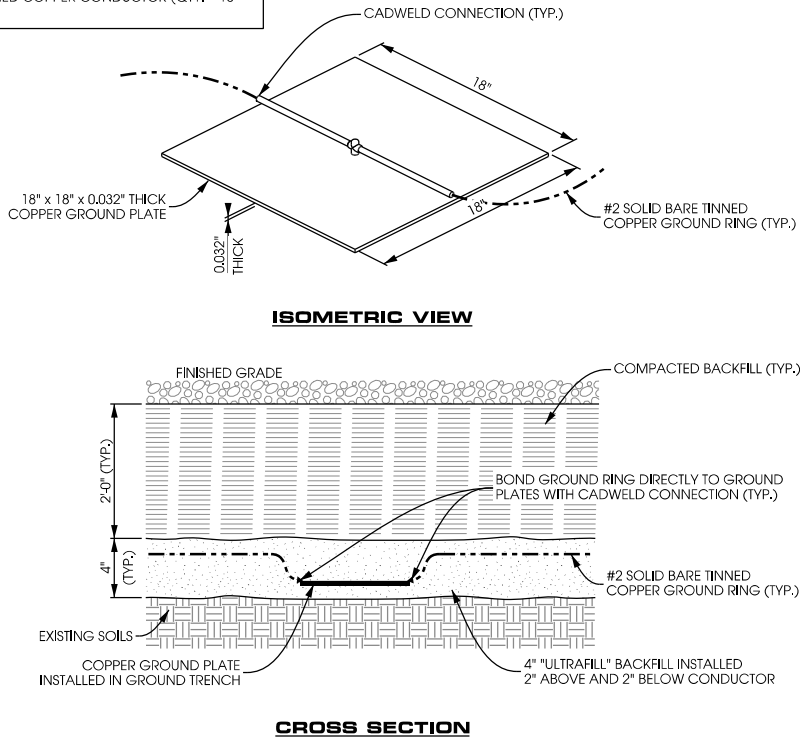
NOTES:
- FOUNDATION GROUNDING PER NEC 250.52(3)(A)
- FOUNDATION GROUNDING CONNECTIONS TO BE COVERED BY A MINIMUM OF 3" OF CONCRETE.
- REBAR GROUNDING SHALL BE MADE TO A MIN. 20' CONTINUOUS REBAR, IF POSSIBLE.



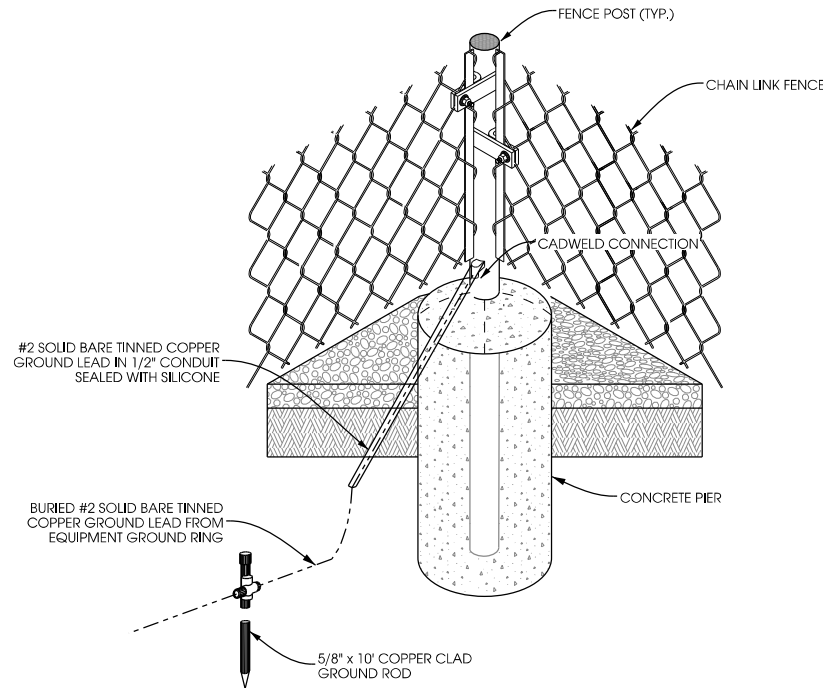
A FOUNDATION GROUNDING
SCALE: NTS

PRODUCT INFORMATION:

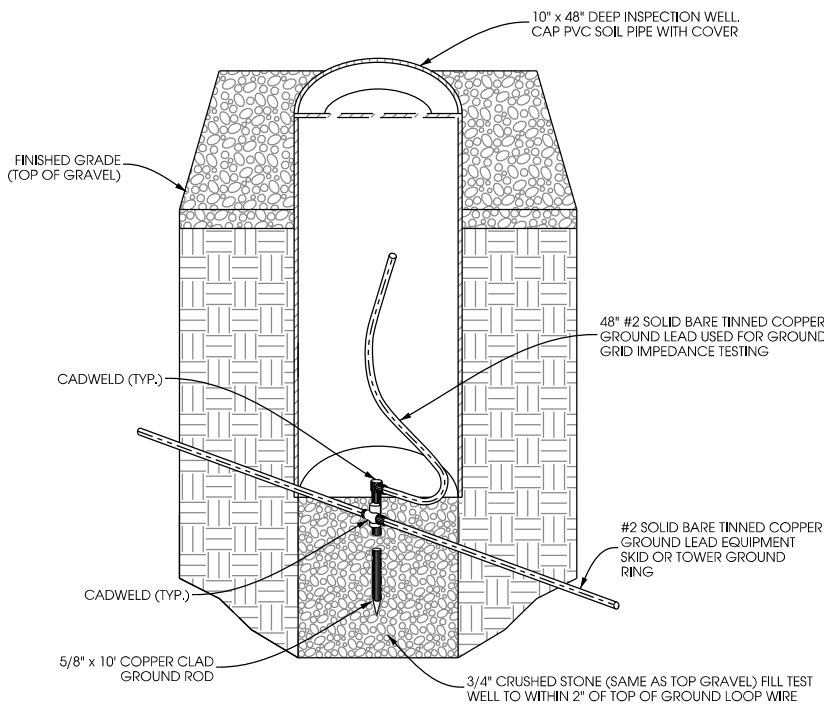
HARGER PART #GP1818-2T (OR EQUIVALENT);
18" x 18" COPPER GROUND PLATE WITH #2 SOLID BARE TINNED COPPER CONDUCTOR (QTY. = 10 PER BOX).



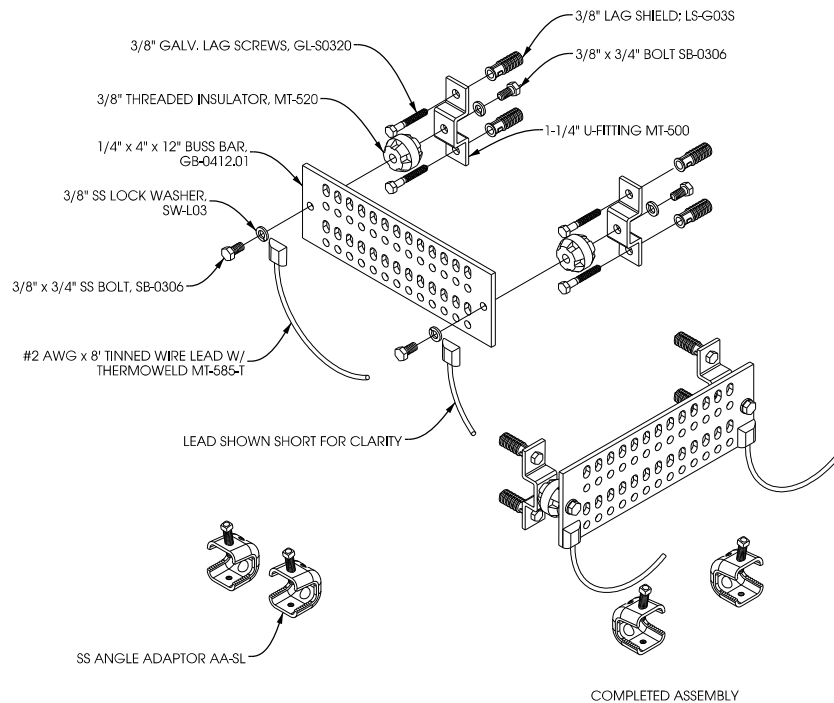
B GROUND PLATE DETAIL
SCALE: NTS



C FENCE POST GROUNDING DETAIL
SCALE: NTS



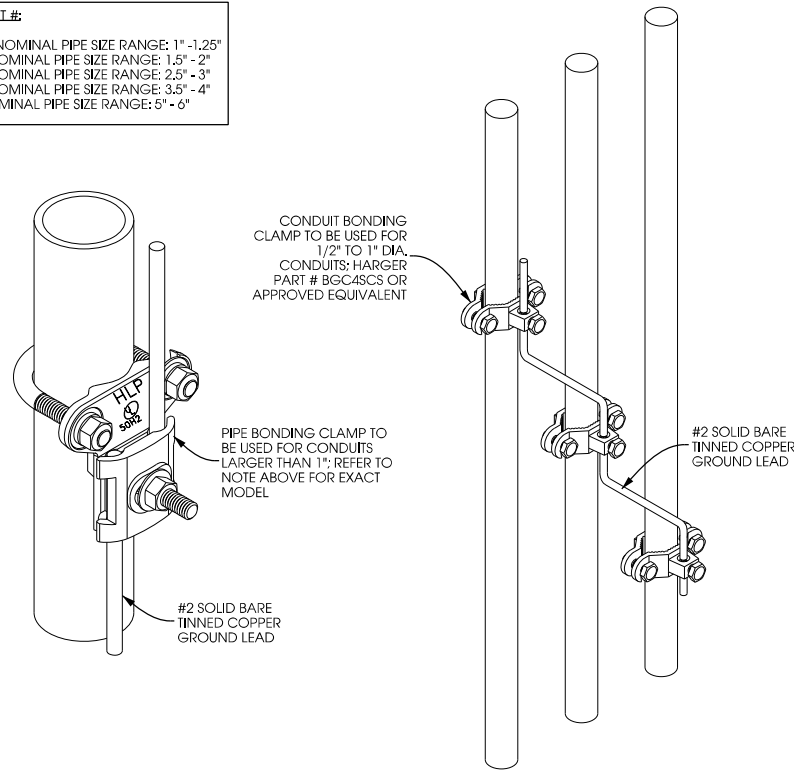
D INSPECTION WELL DETAIL
SCALE: NTS



E GROUND AND BUSS BAR DETAIL
SCALE: NTS

HARGER PART #:

CPC1/1.25 - NOMINAL PIPE SIZE RANGE: 1" - 1.25"
CPC1.5/2 - NOMINAL PIPE SIZE RANGE: 1.5" - 2"
CPC2.5/3 - NOMINAL PIPE SIZE RANGE: 2.5" - 3"
CPC3.5/4 - NOMINAL PIPE SIZE RANGE: 3.5" - 4"
CPC5/6 - NOMINAL PIPE SIZE RANGE: 5" - 6"



F CONDUIT GROUNDING
SCALE: NTS

SHEET TITLE:

PRELIMINARY DWGS:	INT:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:

CHECKED BY:
PCM
PLOT DATE:
2/13/2019
PROJECT #:
15143
FILE NAME:
VZW G-3.dgn

SHEET NUMBER:

K:\5\00\15143\CAD\Plot\CD\VZW N-1.dgn

NOTICE TO CONTRACTOR – ENVIRONMENTAL CONDITIONS/RESTRICTIONS
AT

Form Revision: 2/23/16

SITE NAME/IDENTIFIER	Rockfield
REGION NAME	WI
SITE LOCATION/ADDRESS	N132 W 17400 Rockfield Road, Richfield, Wisconsin 53076
VZW Installation: Verizon Wireless proposes to attach antennas to a monopole to be constructed by PI, and lease space for the placements of its generator within PI's 80-foot by 60-foot fenced compound. Access and utilities will be provided by a proposed 30-foot wide easement extending west, then south, joining an existing easement to Rockfield Road. Lendlease will provide the site "tenant-ready" for VZW. Lendlease or its contractor is responsible for all ground disturbance and the site, including trenching and installation of utilities and pouring the concrete pad for VZW's equipment. VZW is only responsible for installation of its antennas on the tower and installation of the platform on the concrete pad.	

Note: Verizon Wireless makes no representation or warranty as to the accuracy or completeness of the information below. Company is fully responsible for its own compliance with all applicable laws and regulations. To the extent that Company becomes aware of any additional environmental conditions, it agrees to immediately inform Verizon Wireless.

The Company's response to this construction bid shall constitute the Company's acknowledgement and acceptance of the stated conditions and restrictions at the site.

The following environmental conditions have been identified at the project site:

Environmental Condition	Description and Location of Contaminant
☒ Check All That Apply	
☒ Contaminated Soil	A Phase II ESA dated September 1, 2017 was performed at the site. The limited subsurface investigation included the advancement of nine soil borings designated SB-01 (proposed location of monopole), SB-02 (proposed location of VZW's equipment) and SB-03 through SB-09 (along proposed access/utility easement). Discrete soil samples were collected from SB-01 at 2 to 3 feet bgs, from SB-02 at 2 to 3 feet bgs, from SB-03 at 0.5 to 1.5 feet bgs, SB-04 at 0 to 8 inches bgs, SB-05 at 0 to 1 foot bgs, SB-06 at 1 to 2 feet bgs, SB-07 at 1 to 2 feet bgs, SB-08 at 1 to 2 feet bgs and SB-09 at 1 to 2 feet bgs. The soil was submitted for laboratory analysis for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs) and RCRA Metals plus hexavalent chromium. Groundwater was not encountered. <u>Laboratory Analysis Results for Soil:</u> The soil analytical results were compared to compared to the Wisconsin Department of Natural Resources (WDNR) Direct-Contact (DC) Residual Contaminant Levels (RCLs) for non-industrial and industrial soils in accordance with the Wisconsin State Legislature Chapter NR 720: Soil Cleanup Standards. SVOCs • Benzof[a]pyrene – Detected in soil samples SB-01 (7 mg/kg) in excess of Industrial DC-RCLs. Detected in soil samples SB-04 (0.16 mg/kg) and SB-05 (0.62 mg/kg) in excess of Non-Industrial DC-RCLs. Detected in soil samples SB-02, SB-07, SB-08 and SB-09 (ranging from 0.012 to 0.03 mg/kg) below the applicable DC-RCLs. • Benzof[a]anthracene – Detected in in soil samples SB-01 (7.5 mg/kg) in excess of Non-Industrial DC-RCLs. Detected in soil sample SB-02, SB-03, SB-04, SB-05, SB-07, SB-08 and SB-09 (ranging from 0.005 to 0.5 mg/kg) but below the applicable DC-RCLs. • Benzof[b]fluoranthene - Detected in in soil samples SB-01 (10 mg/kg) in excess of Non-Industrial DC-RCLs. Detected in all

Page 1 of 12

remaining soil samples (ranging from 0.009 to 0.21 mg/kg) below the applicable DC-RCLs.

- **Dibenz(a,h)anthracene** - Detected in in soil samples SB-01 (0.51 mg/kg) in excess of Non-Industrial DC-RCLs. Detected in soil samples SB-04 (0.023 mg/kg) and SB-05 (0.29 mg/kg) below the applicable DC-RCLs.
- **Indeno[1,2,3-cd]pyrene** - Detected in in soil samples SB-01 (0.19 mg/kg) in excess of Non-Industrial DC-RCLs. Detected in soil samples SB-02, SB-04, SB-05, SB-07, SB-08 and SB-09 (ranging from 0.0099 to 0.28 mg/kg below the applicable DC-RCLs.
- **1-Methylnapthalene** – Detected in soil samples SB-01 (1.2 mg/kg) and SB-05 (0.032 mg/kg) below the applicable DC-RCLs.
- **2-Methylnapthelene** - Detected in soil samples SB-01, SB-04 and SB-05 (ranging from 0.0078 to 1.3 mg/kg) below the applicable DC-RCLs.
- **2-Methylphenol** - Detected in soil sample SB-01 (0.072 mg/kg) below the applicable DC-RCLs.
- **Acenaphthene** - Detected in soil samples SB-01 (1.1 mg/kg) and SB-05 (0.018 mg/kg) below the applicable DC-RCLs.
- **Acenaphthylene** - Detected in soil samples SB-01, SB-04 and SB-05 (ranging from 0.0055 to 1.1 mg/kg) below the applicable DC-RCLs.
- **Anthracene** - Detected in soil samples SB-01, SB-04 and SB-05 (ranging from 0.015 to 4.1 mg/kg) below the applicable DC-RCLs.
- **Benzofg,h,ijperylene** - Detected in soil samples SB-01, SB-04, SB-05, SB-07 and SB-09 (ranging from 0.014 to 1.8 mg/kg) below the applicable DC-RCLs.
- **Benzof[k]fluoranthene** - Detected in soil samples SB-01, SB-04, SB-05 and SB-07 (ranging from 0.016 to 3.8 mg/kg) below the applicable DC-RCLs.
- **Carbozole** - Detected in soil sample SB-01 (1.9 mg/kg) below the applicable DC-RCLs.
- **Chrysene** - Detected in soil samples SB-01, SB-02, SB-04, SB-05, SB-07, SB-08 and SB-09 (ranging from 0.012 to 8.3 mg/kg) below the applicable DC-RCLs.
- **Dibenzofuran** - Detected in soil sample SB-01 (1.4 mg/kg) but below the applicable DC-RCLs.
- **Fluoranthene** - Detected in soil samples SB-01, SB-04, SB-05 and SB-07 (ranging from 0.016 to 3.8 mg/kg) below the applicable DC-RCLs.
- **Fluorine** - Detected in soil samples SB-01 (2.2 mg/kg) and SB-05 (0.022 mg/kg) below the applicable DC-RCLs.
- **Napthalene** - Detected in soil samples SB-01, SB-04 and SB-05 (ranging from 0.0064 to 1.7 mg/kg) below the applicable DC-RCLs.
- **Phenanthrene** - Detected in all soil samples, except SB-02, (ranging from 0.0062 to 18 mg/kg). There are no DC-RCLs for this concentration.
- **Phenol** - Detected in all soil samples (ranging from 0.0069 to 15 mg/kg) below the applicable DC-RCLs.
- **Pyrene** - Detected in soil samples SB-01, SB-04, SB-05 and SB-07 (ranging from 0.016 to 3.8 mg/kg) below the applicable DC-RCLs.

Page 2 of 12

VOCs

- **Ethylbenzene** - Detected in soil sample SB-05 (0.16 mg/kg) below the applicable DC-RCLs.
- **Toluene** - Detected in soil samples SB-01 (0.4 mg/kg) and SB-05 (0.023 mg/kg) below the applicable DC-RCLs.
- **Xylene** - Detected in soil sample SB-01 (0.035 mg/kg) and SB-05 (0.88 mg/kg) below the applicable DC-RCLs.

RCRA Metals and Hexavalent Chromium

- **Arsenic** – Detected in soil samples SB-01, SB-02, SB-04, SB-06, SB-07, SB-08 and SB-09 (ranging from 3.1 to 8.2 mg/kg) in excess of Industrial DC-RCLs. Detected in soil samples SB-03 (2.9 mg/kg) and SB-05 (2 mg/kg) in excess of Non-Industrial DC-RCLs. The Background Threshold Value (BTV) of arsenic for Wisconsin established by the WDNR is 8.0 mg, as such, SB-01 (8.1 mg/kg) and SB-06 (8.2 mg/kg) were the only soil samples above the BTV.
- **Hexavalent Chromium** - Detected in soil samples SB-02, SB-03 and SB-07 (ranging from 0.49 to 0.65 mg/kg) in excess of Industrial DC-RCLs. Not detected in the remaining samples, however, the method detection limit (MDL) was in excess of the Non-Industrial DC-RCLs.
- **Barium** - Detected in all soil samples (ranging from 17 to 130 mg/kg) below the applicable DC-RCLs.
- **Cadmium** - Detected in all soil samples (ranging from 0.11 to 0.53 mg/kg) below the applicable DC-RCLs.
- **Chromium** - Detected in all soil samples (ranging from 5.1 to 26 mg/kg). There are no DC-RCLs for this metal.
- **Lead** - Detected in all soil samples (ranging from 5.4 to 59 mg/kg) below the applicable DC-RCLs.
- **Mercury** - Detected in all soil samples, except SB-06, (ranging from 0.011 to 0.059 mg/kg) below the applicable DC-RCLs.
- **Selenium** - Detected in soil samples SB-01 (0.73 mg/kg) and SB-06 (1.3 mg/kg) below the applicable DC-RCLs.

The Table of Soil Exceedances, the Table of Soil Analytical Results and boring diagram are attached below.

☒ Presumed Contaminated Groundwater (not sampled)	The groundwater was not sampled. Thus, the groundwater is presumed to be contaminated.
☐ Presence of asbestos	
☐ Presence of lead-based paint	
☒ Other Recognized Environmental Condition (REC)	Historic Use of Property as Factory: A factory operated intermittently on the parent parcel of the property from at least 1915-1999. The factory was operated by the Rockfield Canning Company from approximately 1915 to circa 1945, and is then listed as Milwaukee Plate Co. according to the 1999 city directory. Metal fabrication facilities commonly used or produced metals, VOCs, dioxins, beryllium, degreasing agents, solvents, and waste oils.
Business Environmental Risks (BERs)	Vicinity Wetland: The NWI Map identifies a freshwater forested wetland approximately 275 feet northeast of the proposed tower compound. Trileaf did not observe any obligative hydrophytic vegetation within the property's boundaries. The soil beneath the property is not hydric. Drums and Tote: Ten 55-gallon drums and one 275-gallon chemical storage tote are located within a general storage area approximately 225 feet south of the proposed tower compound, adjacent to the factory

NOTICE TO CONTRACTOR
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:

PRELIMINARY DWGS	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 -02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:	
PCM	
PLOT DATE:	2/13/2019
PROJECT #:	15143
FILE NAME:	VZW N-1.dgn

SHEET NUMBER:	
VZW N-1	

R:\15100\15143\CAD\Plot\CD3\VZW N-2.dgn

	building. Trileaf stated most of these drums were stored on a warehouse racking system, and no evidence of a release was noted. Stained Concrete Associated with Pickup Truck / Dumpsters: A minor amount of stained concrete is located beneath a long-term parked pickup truck, approximately 200 feet south-southeast of the proposed tower compound. The staining was less than one foot in diameter. Two roll-off dumpsters with a large amount of scrap metal inside are located adjacent to where the truck was parked. Trileaf did not observe hazardous materials in association with these dumpsters. Railroad Tracks and Petroleum Pipeline: Railroad tracks and a petroleum pipeline are located approximately 175 feet northeast of the proposed tower compound. Empty Chemical Totes: Five empty 275-gallon chemical storage totes are located approximately 25 feet southwest of the proposed tower compound. The property owner representative stated these totes were likely brought to the site to be scrapped by one of the tenants to be recycled off-site, and were emptied before they were brought on-site. No evidence of a release was observed by Trileaf in relation to these totes. Drainage Channels: Several concrete drainage pathways are located adjacent to the property: two to the southeast of the property that appear to flow north before terminating into a drainage area immediately adjacent to the south side of the property; and one drainage channel east of the property that appears to flow north. Trileaf confirmed the concrete drainage pathways do not flow into any rivers or other bodies of water. <i>An aerial map depicting the proposed site and BERs, and photographs of the BERs are attached below:</i>
--	--

Applicable legal requirements or Verizon Wireless policies and procedures may require that these conditions be communicated to all parties involved in the construction activities at the project site. To the extent that the scope of the project work includes measures to address these conditions, details of the work to be performed shall be as specified in the project documents and/or the Authorization Letter.

Environmental conditions affecting scope of work: [insert description] (see project documents for detailed specifications)
Tarpon will provide the site "tenant-ready" for VZW. Tarpon or its contractor is responsible for all ground disturbance and the site, including trenching and installation of utilities and pouring the concrete pad for VZW's equipment. VZW is only responsible for installation of its antennas on the tower and installation of the platform on the concrete pad.
Contaminated Soils and Presumed Contaminated Groundwater: Contractors must be notified that the soils are contaminated and that the groundwater is presumed to be contaminated, and must be advised to take appropriate precautions.
Ground Disturbance Restriction: Given the presence of contaminated soils and presumed contaminated groundwater, ground disturbance by VZW/VZW contractors is prohibited during the initial development of the site. If VZW's construction activities change such that ground disturbance is required, VZW Environmental Compliance must be notified prior to any ground disturbance so that a Soil Management Plan may be prepared to properly handle/dispose of excavated soils.
Recognized Environmental Condition (REC) and Business Environmental Risks (BERs): Contractors are advised to take appropriate precautions.

Company is required to comply fully with all applicable environmental, industrial hygiene, and worker health and safety laws and regulations; Verizon Wireless' directions and/or instructions contained in this Notice To Contractors. Company shall retain qualified, appropriately specialized (and/or licensed, as required) and adequately insured environmental firms for the completion of specialized work as

applicable. Company shall evaluate whether a Health and Safety Plan (HASP) is warranted. Verizon Wireless shall have the final authority to approve the selection of such environmental firms performing services on its behalf. The construction bid package shall include qualifications of proposed firms with respect to the following required services:

Environmental Services Required	
Check All That Apply	
☐	Asbestos abatement
☐	Lead based paint abatement
☐	Hazardous or special waste transportation and disposal
☐	Excavation, drilling or advancement through and staging/stockpiling of contaminated media
☐	Other:

Company shall ensure at all times that only appropriately trained qualified, and licensed workers perform the required environmental services. It is the responsibility of Company to adhere to the following restrictions in response to the above environmental conditions:
An outside environmental "oversight" consultant is required if transportation and disposal of wastes is carried out in accordance with applicable laws, regulations and the Verizon Wireless Environmental Compliance Program. THE USE OF SUCH CONSULTANT IS MANDATORY.

Site Restrictions	
Check All That Apply	
☒	Restrictions on excavations/construction methods. Description: Ground Disturbance by VZW/VZW contractors is prohibited without prior review/approval from VZW Environmental Compliance.
☒	Diesel fuel prohibited at construction site except in fuel tank of vehicle.
☒	Gasoline prohibited at construction site except in fuel tank of vehicle.
☐	Other:

Contractor's Signature: _____

Print Name: _____

Witness: _____

Site Name: Rockfield

Site Address: N123 W 17400 Rockfield Road

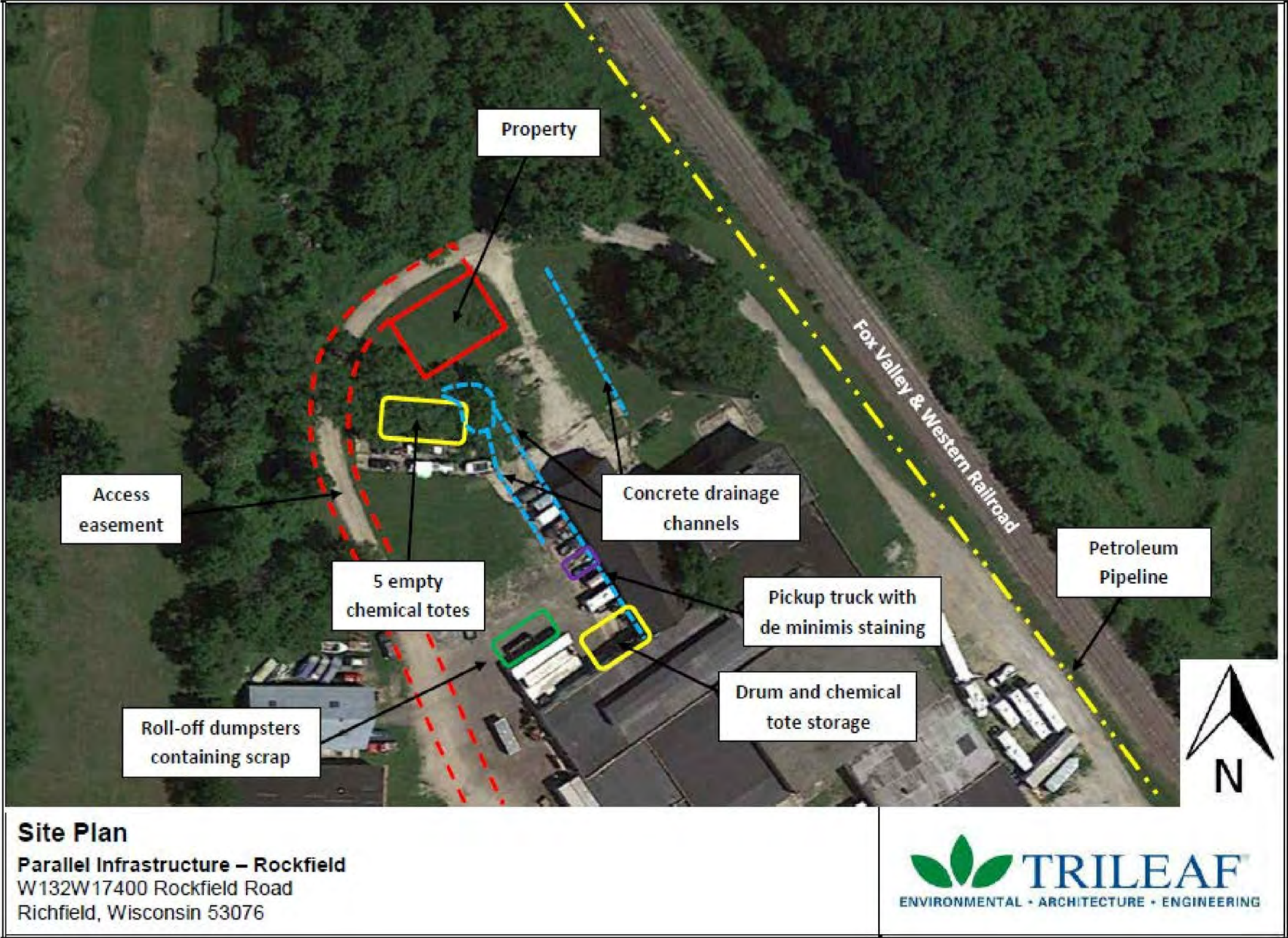
City: Richfield State: Wisconsin

NOTE: This signed original is to be returned to Area Compliance along with the EES Closeout Report.

NOTICE TO CONTRACTOR
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 -04/18/2018	JAH
CD 90's REV.5 -06/18/2018	CV
CD 90's REV.6 -11/08/2018	NAT
CD 90's REV.7 -01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 -02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW N-2.dgn	
SHEET NUMBER:	
VZW N-2	

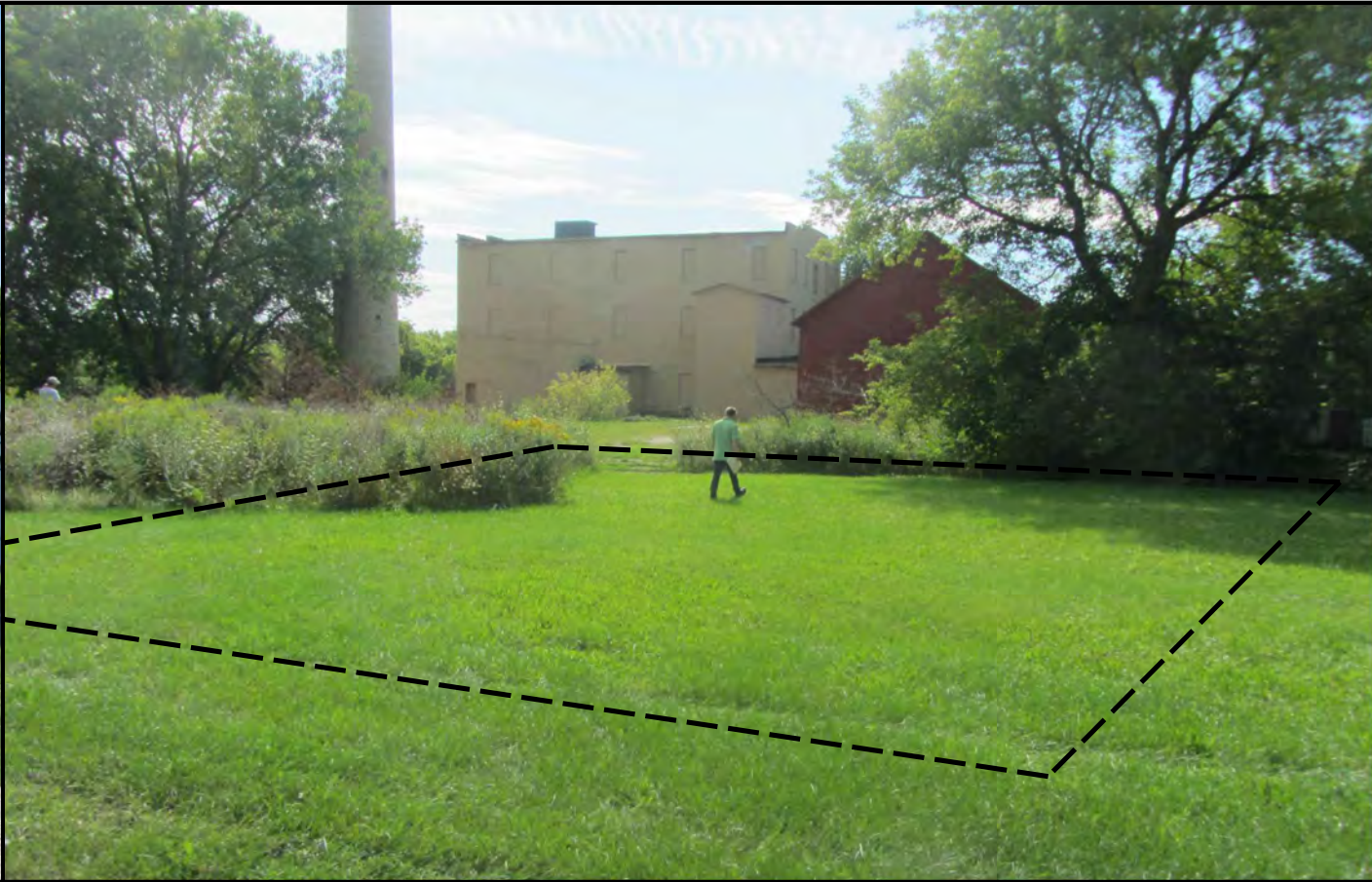
Aerial Map Depicting Site and BERs:



SHEET TITLE:	
PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH
STAMPED FINAL DWGS:	
CHECKED BY:	
PCM	
PLOT DATE:	
2/13/2019	
PROJECT #:	
15143	
FILE NAME:	
VZW-N-3.dgn	
SHEET NUMBER:	
VZW N-3	



EXISTING ACCESS DRIVE
LOOKING NORTHEAST FROM WEST SIDE OF EXISTING BUILDING



PROPOSED COMPOUND LOCATION
LOOKING SOUTHEAST FROM NORTH SIDE OF PROPOSED COMPOUND LOCATION



PROPOSED COMPOUND LOCATION
LOOKING NORTHEAST FROM SOUTHWEST SIDE OF PROPOSED COMPOUND LOCATION



PROPOSED UTILITY ROUTE
LOOKING NORTH FROM EXISTING GRAVEL DRIVE

SITE PHOTOS
ROCKFIELD [418732]
RICHFIELD, WISCONSIN

SHEET TITLE:

PRELIMINARY DWGS:	INI:
CD 90's REV.2 - 10/24/2017	APK
CD 90's REV.3 - 11/17/2017	APK
CD 90's REV.4 - 04/18/2018	JAH
CD 90's REV.5 - 06/18/2018	CV
CD 90's REV.6 - 11/08/2018	NAT
CD 90's REV.7 - 01/10/2019	JAH
STAMPED PERMIT DWGS:	
PERMIT CD's REV.1 - 02/13/2019	JAH

STAMPED FINAL DWGS:	

CHECKED BY:	PCM
PLOT DATE:	2/13/2019
PROJECT #:	15143
FILE NAME:	VZW P-1.dgn

SHEET NUMBER:	VZW P-1
---------------	----------------

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: April 15, 2019

AGENDA ITEM: New Business [Certified Survey Map]

ITEM TITLE: Carity Land Corporation, Agent for Briscoe Development & Management Inc., Property Owner of 144.8 acres located South of Freistadt Road, East of the Canadian National Railroad, North of Mequon Road and West of Country Aire Drive; 4-Lot Certified Survey Map (CSM)

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

SUMMARY EXPLANATION:

Bill Carity, Carity Land Corp. and Briscoe Development & Management Inc., property owner, is seeking approval of a 4-Lot Certified Survey Map (CSM) to re-divide the 144.8-acre property contained within the Wrenwood Planned Development District (PDD).

As shown in the preliminary CSM, the following (4) lots are proposed that will contain the proposed development components as noted:

- Lot 1 14.26 acres Multi-Family Condominiums- 60 units (max)
- Lot 2 40.11 acres Single-Family- 47 lots
- Lot 3 27.59 acres Open Space/Environmental Corridor
- Lot 4 62.84 acres Single-Family-95 lots

Neumann Companies Inc., a prospective developer will acquire Lot 1 and develop a 44-unit multi-family residential community in the Wrenwood PDD.

PLAN COMMISSION RECOMMENDATION:

APPROVE the 4-lot Certified Survey Map (CSM) for the 144.8-acre Briscoe Development & Management Inc. property subject to the following conditions:

1. The CSM shall be revised to reflect the Village Surveyor comments contained in the March 26, 2019 review memo prior to recording the CSM.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

CERTIFIED SURVEY MAP (CSM)

4/8/19 Plan Commission Meeting

Carity Land Corporation / Briscoe Development & Management Inc.
Village Planner Report **Germantown, Wisconsin**

Summary

Bill Carity, Carity Land Corp, agent for Briscoe Development & Management Inc., property owner, is seeking approval of a 4-Lot Certified Survey Map (CSM) to re-divide the 144.8-acre property contained within the Wrenwood Planned Development District (PDD) bounded by Freistadt Road, Country Aire Drive and Mequon Road.

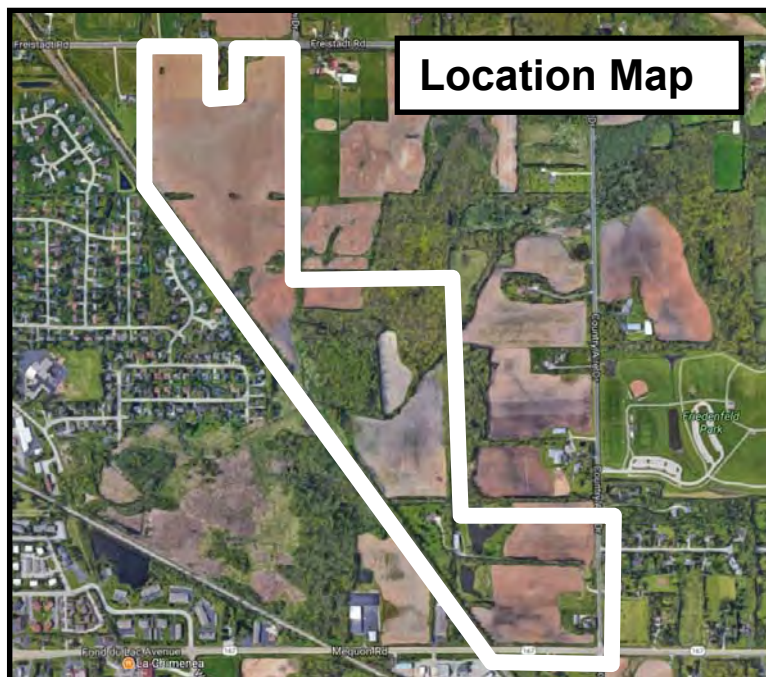
Property Location: Freistadt Road, Mequon Road & Country Aire Drive

Applicant/

Property Owner: Carity Land Corp Michael Briscoe
12720 W. North Ave. Briscoe Development & Management
Brookfield, WI 250 Executive Drive Ste 301
Brookfield, WI

Current Zoning: Rs-5: Single-Family Residential & Rm-2: Multi-Family Residential

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



Background

In April 2018, Carity Land Corp. and Briscoe Development obtained approval for the Wrenwood Planned Development District (PDD) with specific conditions and restrictions governing use and development adopted by Resolution No. 28-2018. A preliminary subdivision plat was subsequently approved in August 2018.

As shown on the Wrenwood General Development Plan (GDP), the residential development was approved for a total of 202 total residential units, including: 142 single-family residential lots and a maximum 60 multi-family condominium units.

To be developed in two “clusters” of development (one to the north and the other south) bisected by a large environmental corridor through the middle of the property. A total of 95 single-family lots are approved for the north cluster with access to Freistadt Road. The remaining 47 single-family lots and the condominium area are approved for the south cluster with access to Country Aire Drive. Access between the north and south residential clusters and throughout the environmental corridor and “central park” area will be provided by a pedestrian trail.

Proposal

At this time, Bill Carity, Carity Land Corp. and Briscoe Development & Management Inc., property owner, is seeking approval of a 4-Lot Certified Survey Map (CSM) to re-divide the 144.8-acre property contained within the Wrenwood Planned Development District (PDD).

As shown in the preliminary CSM, the following (4) lots are proposed that will contain the proposed development components as noted:

- Lot 1 14.26 acres Multi-Family Condominiums- 60 units (max)
- Lot 2 40.11 acres Single-Family- 47 lots
- Lot 3 27.59 acres Open Space/Environmental Corridor
- Lot 4 62.84 acres Single-Family-95 lots

Neumann Companies Inc., a prospective developer preparing to acquire and develop a portion of the Wrenwood project and agent for the current owner, Briscoe Development & Management Inc., is seeking approval of the proposed CSM to facilitate the sale and development of the southern portion of the Wrenwood PDD.

NOTE: Neumann Companies has submitted detailed site development and building plans for the condominium component of the development including the construction of 44 units in two and four-unit buildings and a clubhouse on CSM Lot 1, and, road construction and utility plans for development of the single-family lots on CSM Lot 2.

Staff CommentsCommunity Development: Planning & Zoning

As shown on Sheet 4 of 10, there is an existing 16.5' wide right-of-way along the east property line (coincides with the ¼ Section line). The warranty deed cited in the note refers to a "right-of-way to pass along the east side of the ¼ section..." but is non-specific as to who the benefiting party is. The property owners to the east, Richard and Susan Bernhard, have attended numerous meetings of the Village Plan Commission and Village Board claiming that this 16.5' right-of-way exists, and more importantly, that as property owners of the adjacent land subject of a warranty deed that also refers to a 16.5' right-of-way to which they have the right to use.

It wasn't until earlier this year that the property owner, Briscoe Development & Management Inc., and the developer, Carity Land Corporation, acknowledged the existence of this 16.5' right-of-way along the east property line of what is now shown as Lot 4 in the proposed CSM. In the meantime, the developer has submitted and the Village has approved the Wrenwood PDD Zoning District and the Wrenwood preliminary subdivision plat that includes the land subject of this 16.5' wide right-of-way. Unfortunately, neither of these approvals and the documents contained therein reflect the 16.5' wide right-of-way.

The developer, Carity Land Corporation, has indicated that it is the developer and property owner's intention that the 16.5' right-of-way that the Bernhard's claim they have the right to use will be respected by the current and future owner of proposed Lot 4 in the CSM by redesigning the preliminary plat to accurately portray the 16.5' right-of-way and noting the Bernhard's right to use this right-of-way.

Village Surveyor

The Village Surveyor has identified a few technical corrections in a March 26, 2019 memo (copy attached) that will need to be corrected prior to Village Board action on the CSM.

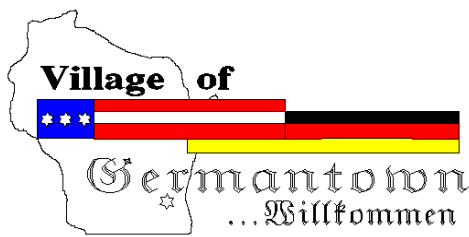
Public Works Department/Village Engineer

No comment.

VILLAGE PLANNER RECOMMENDATION:*Certified Survey Map (CSM)*

APPROVE the 4-lot Certified Survey Map (CSM) for the 144.8-acre Briscoe Development & Management Inc. property subject to the following conditions:

1. The CSM shall be revised to reflect the Village Surveyor comments contained in the March 26, 2019 review memo prior to recording the CSM.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner

CC:

From: Bob Beilfuss, PLS, Village Surveyor

Date: March 26, 2019

Re: Briscoe-Wrenwood CSM

Jeff,

Here are my review comments for the CSM received 3-1-2019.

Certified Survey Map

Applicant or Owner: Briscoe Development and Developers Group, LLC

Land Surveyor/Firm: Deborah Joers, PLS, Trio Engineering LLC

1. A notary signature block is required for all signatures including Certificate of Mortgagee, Village approvals and Owner's Certificate. Please add the signature blocks as needed.
2. Add a note on Sheet 4 who benefits from the access easement/ R/W 16.5' strip along the east line of Lot 4
3. Add a Certificate of Mortgagee to the document. If the property does not contain mortgage, then a letter from the lender stating the land is mortgage free will be fine.
4. Denote monument for the Center of Section 23, T9N, R20E as found or set and material type. Sheet 4 of 9
5. Change the following note on all map sheets:

"25' Wetland Buffer" to 25' Wetland Setback.

No further review comments.

Document Approval and Recording

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

This includes the CADD file.

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

Document Submittals and Data Conversion

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

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2018 on compact disk (CD) or via email to the Village Surveyor.

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

The model space of the drawing will be done in Wisconsin State Plane Coordinate System, South Zone (NAD 1927 datum) and the Grid Bearing basis.

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



Village of

Germantown
Willkommen

Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid \$ Date 3/15/19

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT

Carity Land Corp.

12720 W. North Ave.

Brookfield, WI 53005

Phone (262) 785-1968

Fax (262) 785-1949

E-Mail carityland@sbcglobal.net

PROPERTY OWNER

Briscoe Development & Management, Inc.

AND Developers Group, LLC

250 Executive Dr. Suite 301

Brookfield, WI 53005

Phone (414) 861-1988

c/o Michael S. Briscoe

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2 W140 N11383 Country Aire Drive, Germantown, WI 53022

234990, 234993, 233981

231998, 232998, 232989

3 PURPOSE OF LAND SPLIT

To facilitate a Phase Development

Will the land split require rezoning?

NO

From

To

4 READ AND INITIAL THE FOLLOWING:

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

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

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

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

5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Wico-Lority
Applicant Date

[Signature]
Owner Date

2/14/2019

CERTIFIED SURVEY MAP NO.

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

LOT 1 DETAIL SHEET

PREPARED BY:

TRIO ENGINEERING, LLC
12660 W. NORTH AVE., BLD. D
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

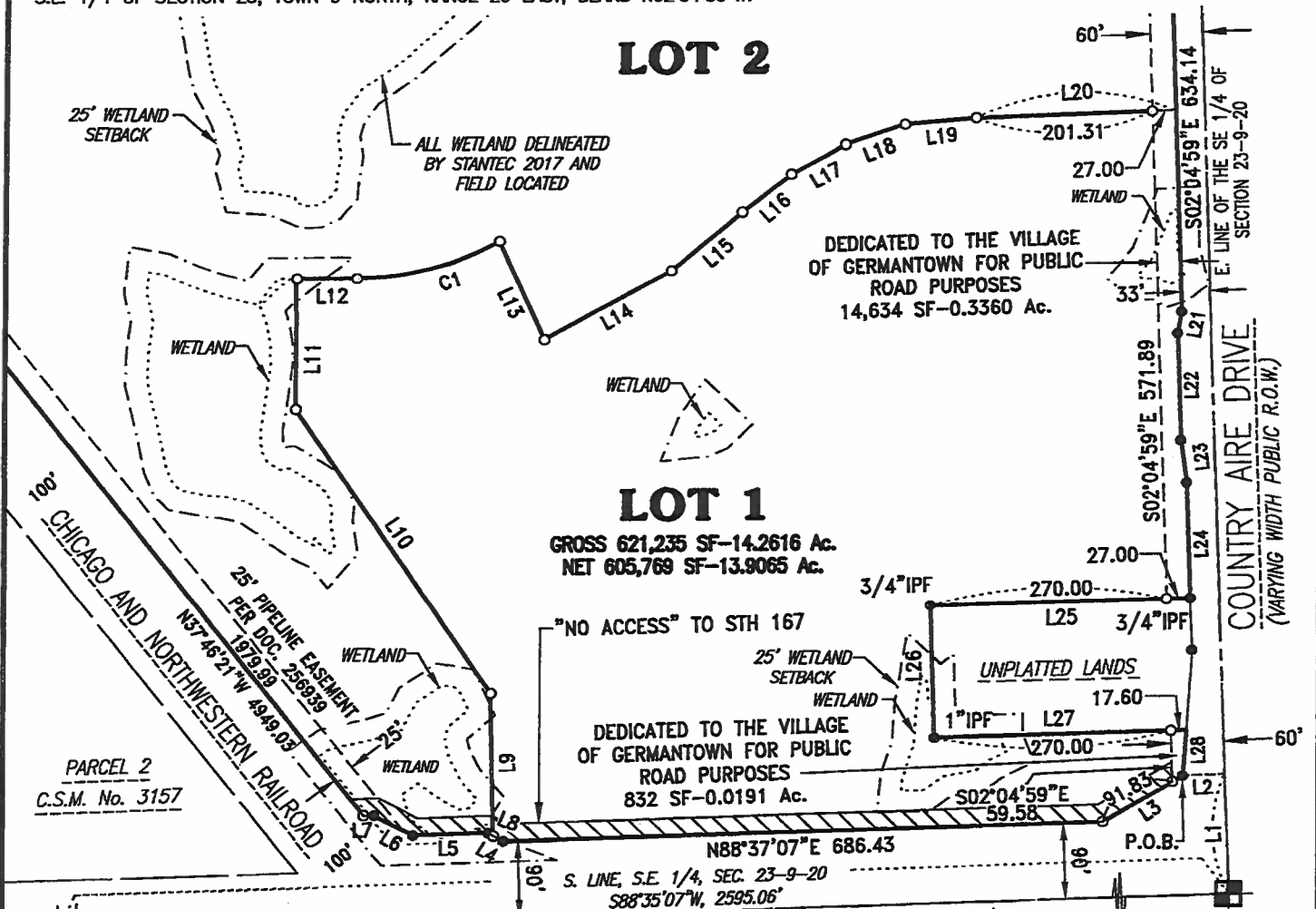
OWNERS:

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

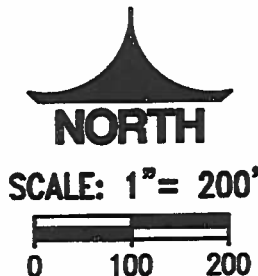
DEVELOPERS GROUP, LLC
250 S. EXECUTIVE DR. STE 301
BROOKFIELD, WI 53005

NOTES:

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



SW CORNER OF
THE SE 1/4
SEC. 23-9-20
WIS. STATE PLANE
COORD. SYSTEM-
SOUTH ZONE
FND. CONC. MON.
w/BRASS CAP
N-450,829.88
E-2,508,185.26



LEGEND:

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



INDICATES "NO ACCESS" TO
S.T.H. 167 PER WisDOT

P.O.C.
SE CORNER OF
THE SE 1/4
SEC. 23-9-20
WIS. STATE PLANE
COORD. SYSTEM-
SOUTH ZONE
FND. CONC. MON.
w/BRASS CAP
N-450,893.94
E-2,510,779.26

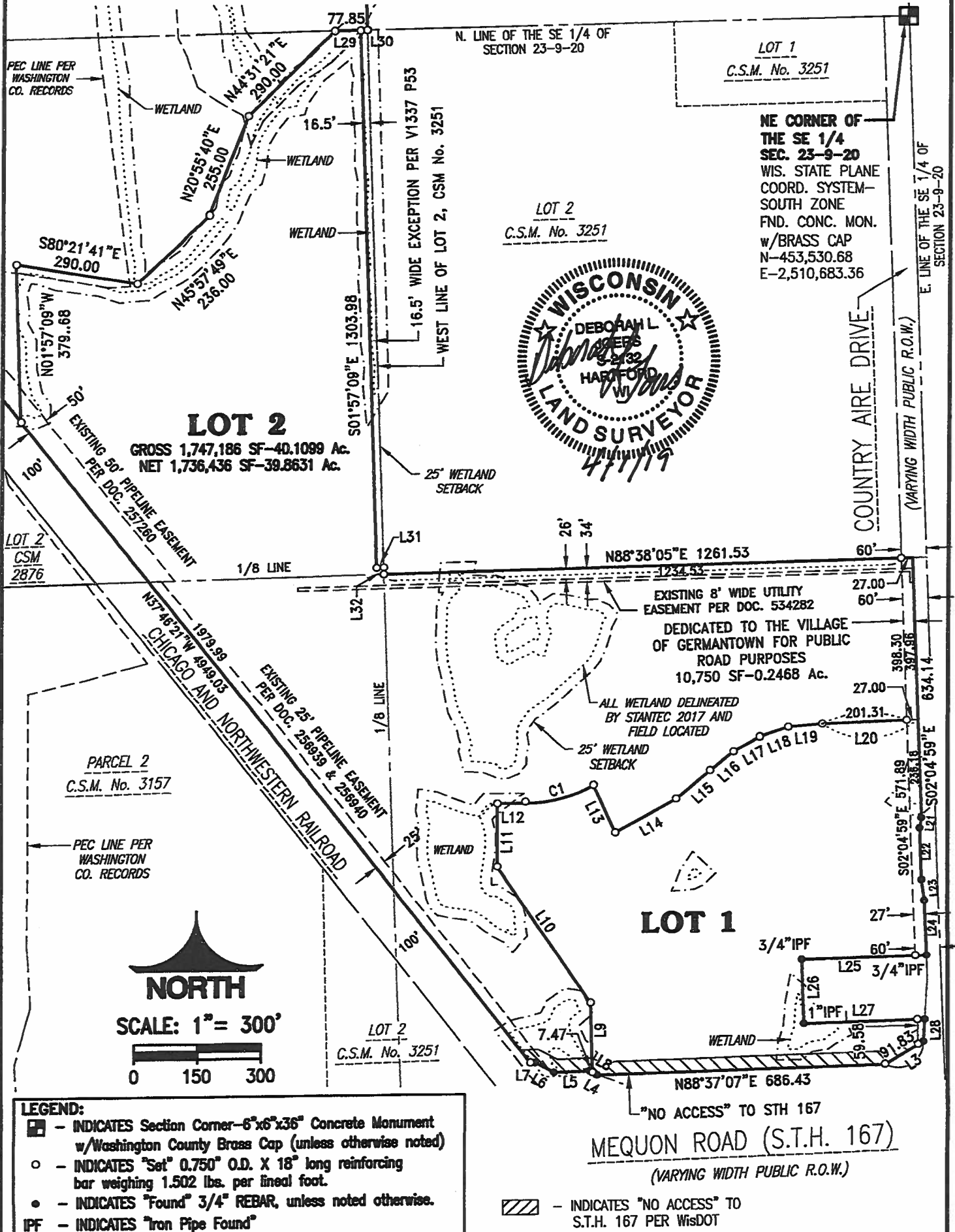
DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 17-037-953-01
SHEET 1 OF 10

CERTIFIED SURVEY MAP NO.

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

LOT 2 DETAIL SHEET



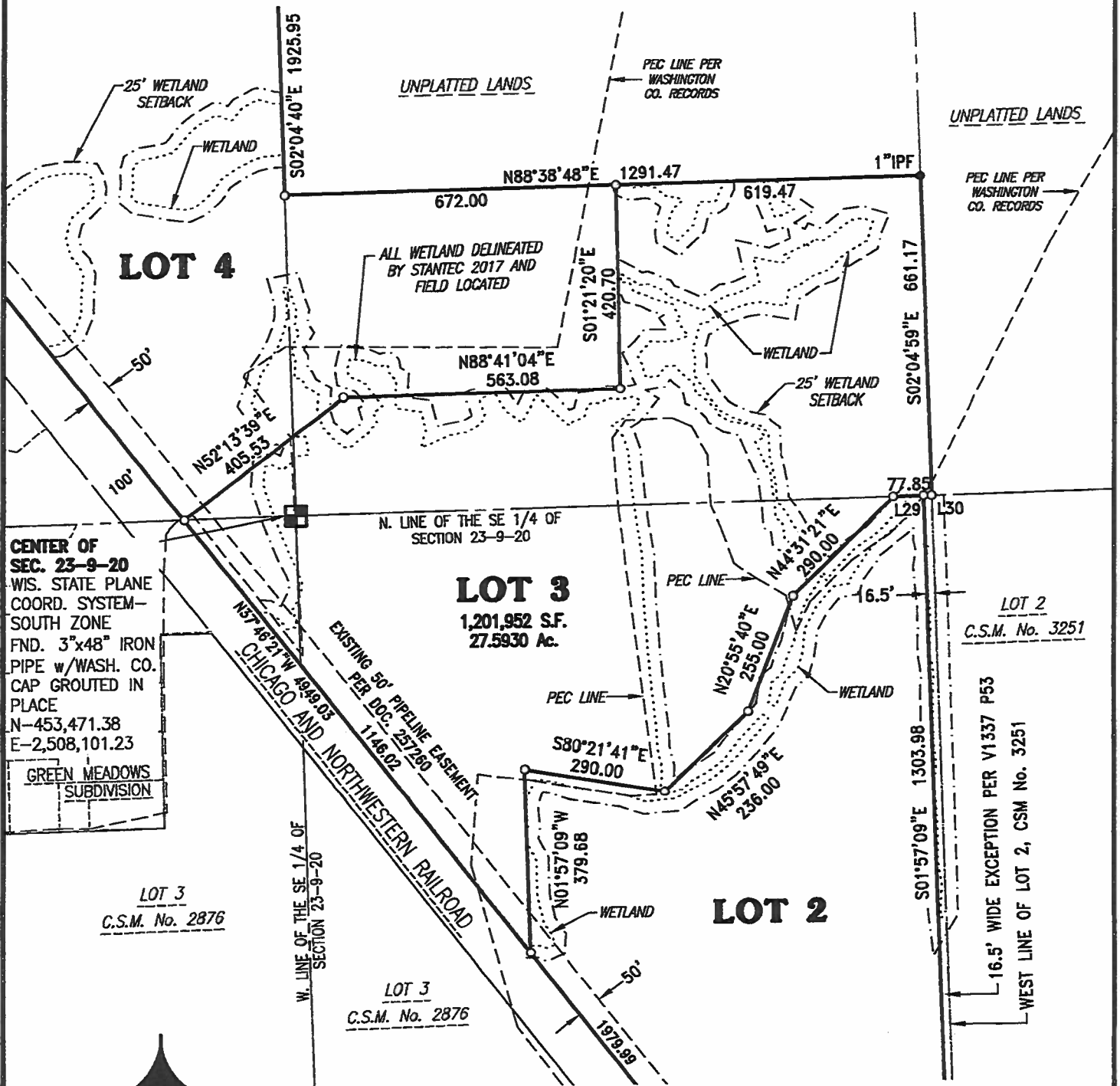
DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

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

CERTIFIED SURVEY MAP NO. _____

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

LOT 3 DETAIL SHEET



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

GREEN MEADOWS
SUBDIVISION

LOT 3
C.S.M. No. 2876

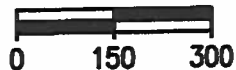
LOT 3
C.S.M. No. 2876

LOT 2
C.S.M. No. 3251

16.5' WIDE EXCEPTION PER V1337 P53
WEST LINE OF LOT 2, CSM No. 3251



SCALE: 1" = 300'



LEGEND:

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



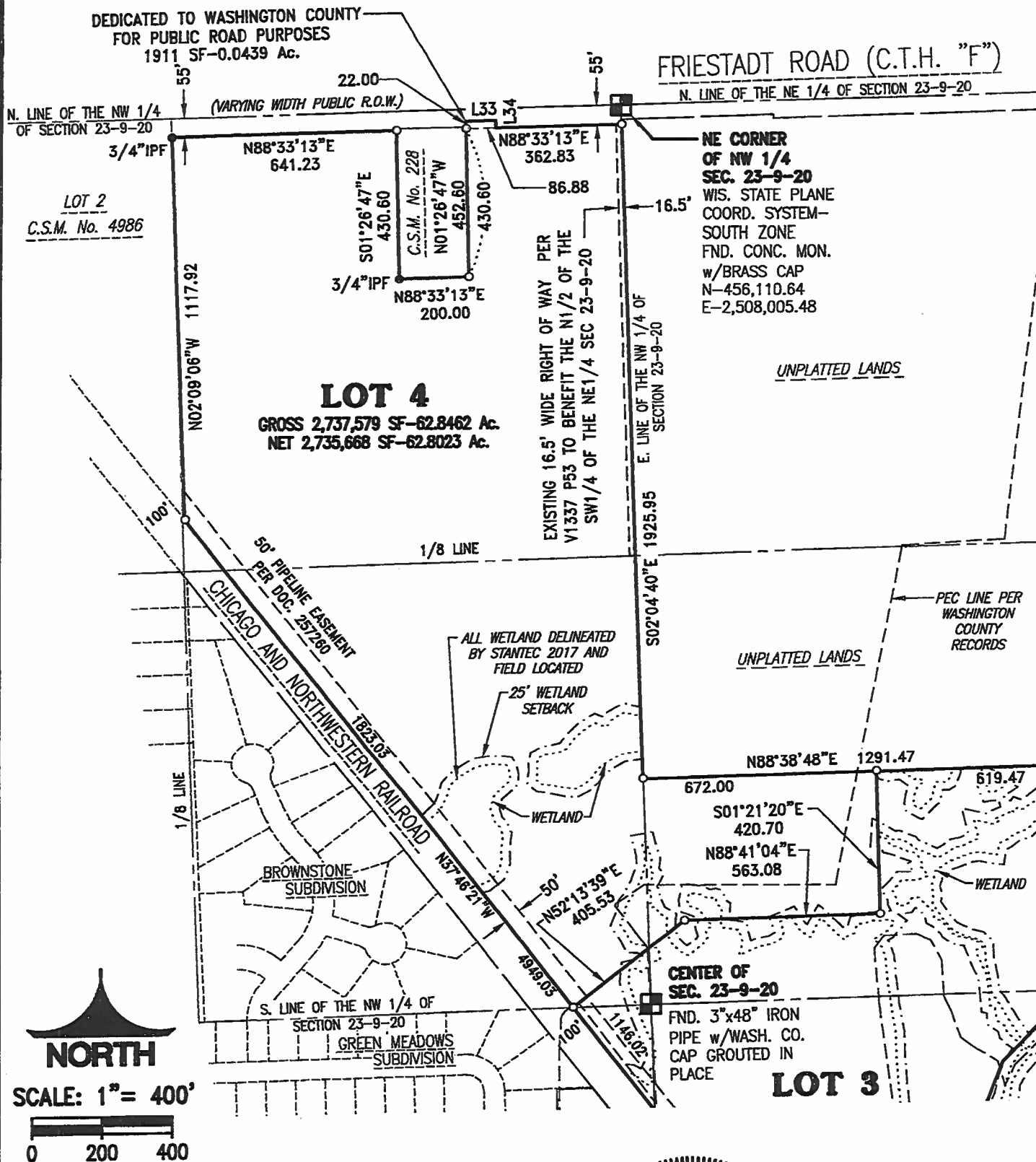
DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

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

CERTIFIED SURVEY MAP NO.

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

LOT 4 DETAIL SHEET



LEGEND:

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



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

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

CERTIFIED SURVEY MAP NO. _____

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

LINE TABLE:

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

LINE TABLE:

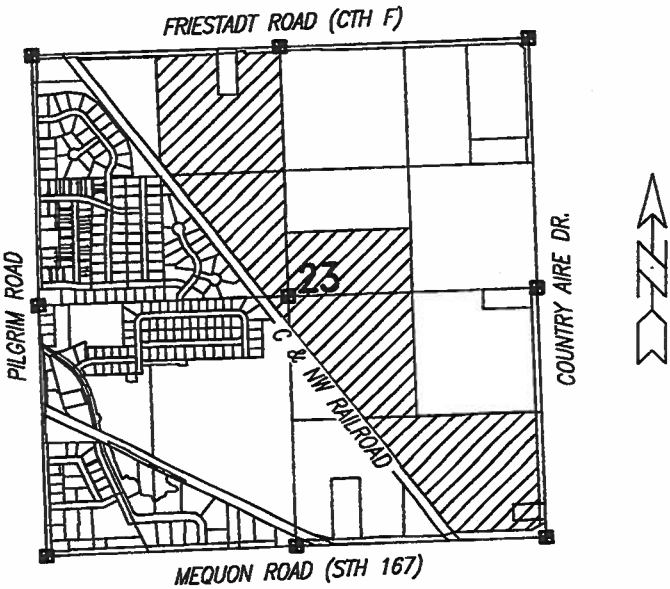
Line #	BEARING	LENGTH
L21	S09°13'37"W	25.50'
L22	S02°04'59"E	125.00'
L23	S07°47'37"E	50.25'
L24	S02°04'59"E	136.08'
L25	S88°42'01"W	297.00'
L26	S02°04'59"E	155.00'
L27	N88°42'01"E	287.60'
L28	S03°37'21"W	52.91'

LINE TABLE:

Line #	BEARING	LENGTH
L29	N88°41'04"E	61.35'
L30	S88°41'04"W	16.50'
L31	N88°38'05"E	16.50'
L32	S01°57'09"E	16.50'
L33	N88°33'13"E	86.88'
L34	S01°26'47"E	22.00'

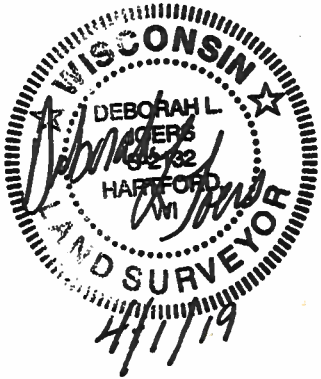
CURVE TABLE:

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



LOCALITY MAP:

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



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

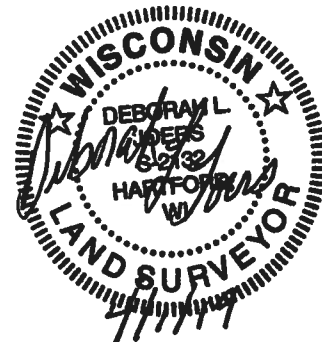
JOB NO. 17-037-953-01
SHEET 5 OF 10

CERTIFIED SURVEY MAP NO.

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

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)



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

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

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

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

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

Drafted this 1st Day of APRIL, 2019

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

Job. No. 17-037-953-01
SHEET 6 OF 10

CERTIFIED SURVEY MAP NO.

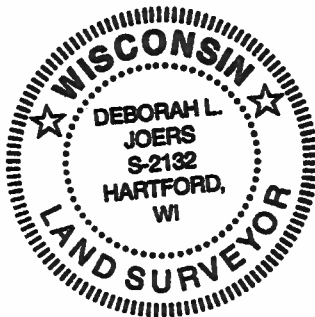
BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY,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

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

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

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

Dated this 1st day of April, 2019.



Deborah L. Joers

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

OWNER'S CERTIFICATE:

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

Michael S. Briscoe, Officer

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

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

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

CERTIFIED SURVEY MAP NO. _____

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

OWNER'S CERTIFICATE:

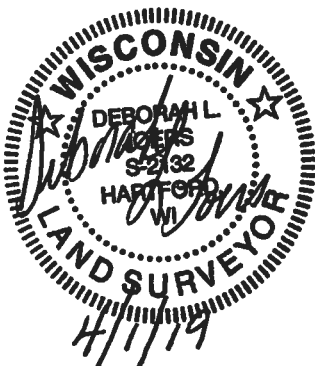
DEVELOPERS GROUP, LLC, a Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, we hereby dedicate that part of Country Aire Drive to the Village of Germantown for public road purposes as represented on Sheet 1 of 9 of this Certified Survey Map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

Michael S. Briscoe, Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

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

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____



Drafted this 1st Day of APRIL, 2019

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

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

CERTIFIED SURVEY MAP NO.

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

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

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

Dean Wolter, Chairman

Date:

Lori Johnson, Secretary

Date:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

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

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____



CERTIFIED SURVEY MAP NO.

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

VILLAGE OF GERMANTOWN BOARD APPROVAL:

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

Dean Wolter, Village President

Date:

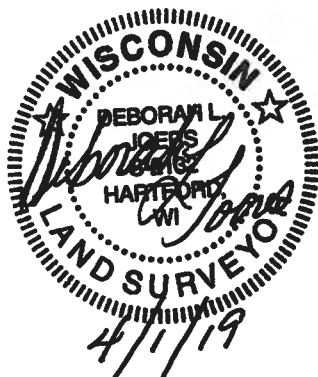
Deanna Braunschweig, Village Clerk

Date:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

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

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____



Drafted this 1st Day of APRIL, 2019

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

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

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: April 15, 2019

AGENDA ITEM: New Business [Preliminary Subdivision Plat]

ITEM TITLE: Brian Depies, SEH Inc., and Heritage Park Development Corp., Agent for John & Mary Barnes and Bittersweet Trail, LLC, Property Owners – 33 Acres East of Division Road. Preliminary Subdivision Plat for a 35-Lot, Single-Family Residential Development called “Heritage Park North”.

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

SUMMARY EXPLANATION:

Brian Depies, SEH and Heritage Park Development Corp., agents for John and Mary Barnes and Bittersweet Trail LLC property owners, are requesting approval of a preliminary subdivision plat for a 35-lot, 33-acre single-family residential development called “Heritage Park North” located east of Division Road and north of Revere Lane.

Heritage Park North is comprised of two adjacent properties with two different owners: a 31.2-acre parcel owned by John & Mary Barnes that will be developed by the Heritage North Development Corp., and, a 1.78-acre property owned by Bittersweet Trail LLC. While both properties are included in the preliminary plat, the 4 lots created from the Bittersweet Trail LLC property will be completed with a certified survey map (CSM).

The preliminary plat is slightly different than the approved concept plan. In August 2018, the Village Board approved rezoning the 31.20acre property to Rs-5: Single-Family and a 33-lot concept plan. The 33-lot concept plan was based on a pending jurisdictional determination regarding one of the four wetlands on the property. In January 2019, the Army Corp of Engineers (ACOE) determined that a 13,504 sqft wetland (W-3) is not under their jurisdiction. As a result, the Developer is seeking WisDNR approval to fill wetland W-3. If WisDNR approval is granted, the Developer will have to provide mitigation for any area filled over 10,000 sqft through the purchase of “credits” from a WisDNR-approved wetland mitigation bank or the WisDNR “in-lieu” fee program. If approval is not granted, Lots #7 & #8 cannot be developed as shown and will be removed from the plat and replaced with open space (to be shown on the final plat). The Developer anticipates receiving approval to fill Wetland W-3 within the next 30-60 days.

PLAN COMMISSION RECOMMENDATION:

APPROVE the Heritage Park North preliminary subdivision plat subject to (8) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

PRELIMINARY SUBDIVISION PLAT

4/8/19 Plan Commission Meeting

Heritage Park North / Heritage Park Development Corp.

Village Planner Report

Germantown, Wisconsin

Summary

Brian Depies, SEH Inc. and Heritage Park Development Corp., agent for John and Mary Barnes, and Bittersweet Trail LLC, property owners, is requesting approval of a preliminary subdivision plat for a 35-lot, 33-acre single-family residential development called "Heritage Park North" located east of Division Road and north of Revere Lane.

Location: Division Road @ Tanglewood Drive

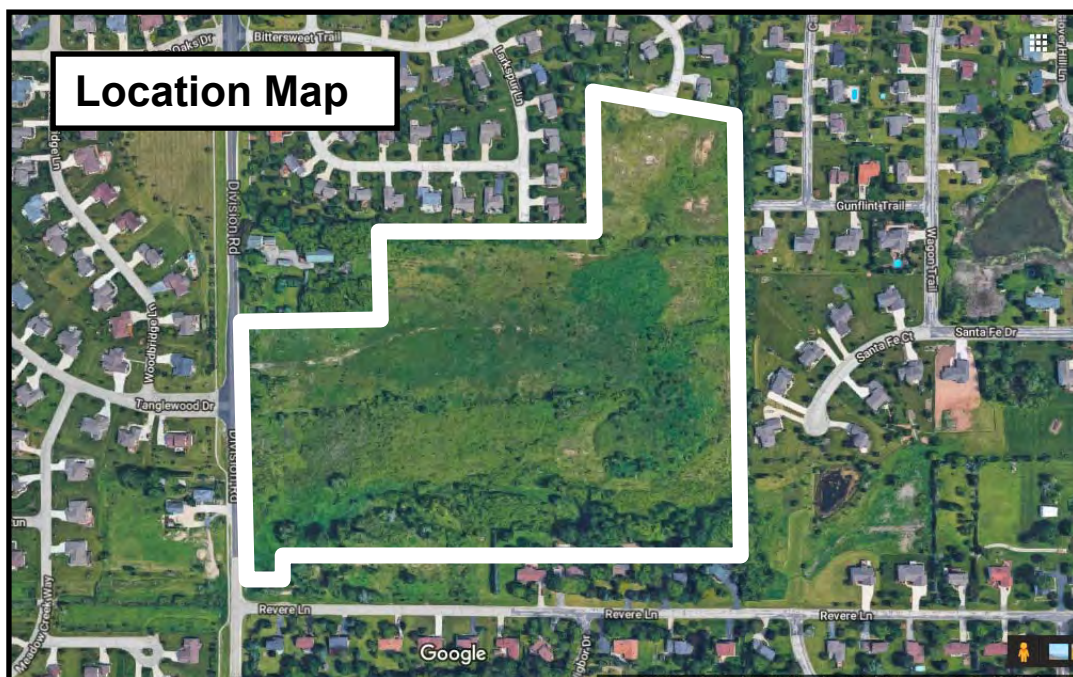
Applicant/

Property Owner: Brian Depies
SEH
501 Maple Ave
Delafield, WI

Heritage Park Development Corp
Hartford, WI
Bittersweet Trail LLC
Menomonee Falls, WI

Current Zoning: Rs-5: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-5
South	Residential	Rs-4/Rs-5
East	Residential	Rs-4
West	Residential	Rs-4



Background/Proposal

Brian Depies, SEH Inc. and Heritage Park Development Corp., agent for John and Mary Barnes, and Bittersweet Trail LLC, property owners, is requesting approval of a preliminary subdivision plat for a 35-lot, 33-acre single-family residential development called “Heritage Park North” located east of Division Road and north of Revere Lane.

As discussed last fall, Heritage Park North is comprised of two adjacent properties with two different owners: a 31.2-acre parcel owned by John & Mary Barnes that will be developed by the Heritage North Development Corp., and, a 1.78-acre property owned by Bittersweet Trail LLC. Both parcels are to be developed as part of one overall 35-lot residential subdivision (the original Heritage Park subdivision is located to the south along Revere Lane and was developed by John Barnes). While both properties are included in the preliminary plat, the 4 lots created from the Bittersweet Trail LLC property will be completed with a certified survey map (CSM).

In August 2018, following a positive recommendation from the Plan Commission, the Village Board approved rezoning the 31.2-acre property to Rs-5 along with a 33-lot concept plan. The 33-lot concept plan was proposed based on a pending WisDNR determination that two out of four small wetland areas of the property are, in fact, artificial wetlands and, therefore, exempt from regulation (W-1 & W-4 as shown in the attached Wetland Boundary Map). In August 2018, the WisDNR issued an artificial wetland determination and in January 2019, the Army Corp of Engineers (ACOE) determined that the other wetlands (W-2 & W-3) are not under their jurisdiction.

As a result of the ACOE’s jurisdictional determination, the Developer is seeking WisDNR approval to fill a third wetland. Wetland W-3 is 13,504 sqft in area and located in the vicinity of proposed Lot 7 & Lot 8. If WisDNR approval is granted, the Developer will have to provide mitigation for any area filled over 10,000 sqft through the purchase of “credits” from a WisDNR-approved wetland mitigation bank or the WisDNR “in-lieu” fee program. If approval is not granted, Lots #7 & #8 will not be developed and will be removed from the plat and replaced with open space. The Developer anticipates receiving approval to fill Wetland W-3 within the next 30-60 days.

As summarized in Table 1, the proposed development has the following characteristics:

TABLE 1.
Heritage Park Addition #1

Gross Area (Ac)	32.98
Wetland Area (Ac)	7.39
Right-of-Way (Ac)	3.92
Net Density Area (Ac)	21.67
# Single-Family Lots/DU's	35
Gross Density (DU/acre)	1.06
Net Density (DU/net acre)	1.62
Open Space (Ac)	12.53
Avg Lot Size	.47 ac (20,571 sqft)
Lot Size Range	.35 to .86 ac (15,239 to 37,517 sqft)

Staff Comments**Village Planner/Zoning Administrator**

In accordance with the Village's Subdivision Code, the Plan Commission is responsible for reviewing the preliminary plat application and forwarding a recommendation to the Village Board along with comments received from the official "objecting agencies" (i.e. Washington County), as well as, all other review agencies to whom the plat has been submitted (e.g. Southeastern Wisconsin Regional Planning Commission/SEWRPC, Germantown School District, all utility companies, etc).

The Developer has not submitted a street tree or landscaping plan for any common area improvements at this time. Once submitted, that plan will require Plan Commission and Village Forester review and approval. No subdivision monument sign is proposed at this time.

Preliminary grading and storm water management plans indicate that construction of the three (3) storm water basins needed for this development will encroach into the 25' wetland setback buffer area. Once detailed grading plans are complete, the Developer will have to obtain a conditional use permit (CUP) and prepare a setback mitigation plan for such encroachment. Setback mitigation required under the Village's 25' wetland setback requirement is different than and in addition to whatever wetland mitigation is required to satisfy the WisDNR's wetland filling permitting requirements.

As discussed above, the Developer is waiting for a final wetland fill approval from the WisDNR. In the event that the required approval is not granted to fill Wetland W-3, the Developer will have to revise the plat to delete Lot 7 & Lot 8. In the meantime, the preliminary plat should be revised to contain a note that Lot 7 & Lot 8 cannot be developed unless and until approval to fill Wetland W-3 is obtained from the WisDNR.

As required at the time the property was rezoned and concept plan approved in August 2018, the Developer has prepared a detailed plan for the extension of sidewalk along the east side of Division Road. Given the amount and relative location of wetland south of the proposed Tanglewood Drive intersection, the sidewalk will extend south from the current terminus to Tanglewood Drive.

Finally, the Developer's Agreement should include a requirement that subdivision deed restrictions and covenants be submitted to the Village prior to final plat submittal that include a requirement that each individual lot contain the minimum landscaping required under Section 17.43(5). The Development Agreement should also address the fact that the 4 lots created from the Bittersweet Trail will be completed with a certified survey map (CSM) and not a final plat along with the other 31 lots.

Village Engineer/Public Works

The developer has submitted preliminary storm water plans that indicate the development is feasible, but detailed grading, erosion control, and construction plans for the road improvements, water, sewer, storm water management facilities, and landscaping (street trees) are outstanding. At this time, the Village Engineer has agreed to defer detailed plan submittal until a Development Agreement has been prepared with detailed requirements set forth therein.

However, in a review memo dated March 5, 2019 (copy attached), the Village Engineer identifies a series of issues and plan corrections in the storm water management, grading and erosion control plans that need to be addressed and/or corrected in the detailed plan submittal prior to executing a Development Agreement with the Village.

Village Surveyor

In a review memo dated February 6, 2019 (copy attached), the Village Surveyor identifies a series of issues that need to be addressed and/or corrected in a revised preliminary plat prior to the Village Board executing a Development Agreement with the Developer.

Parks & Recreation

In a February email from Park & Recreation Director Mark Schroeder (copy attached), the Village's Park & Recreation Commission reviewed the preliminary plat at their February 20 meeting. The commission recommended that the Developer shall continue to work with Village staff and the Plan Commission to plan for and install a paved sidewalk/pedestrian trail along the east side of Division Road for pedestrian access and connectivity to the existing village sidewalk system. This sidewalk will provide for a safer connection for residents in the surrounding neighborhoods and community, as well as for the future residents of the Heritage Park North subdivision.

Fire Department

Recommend approval.

Washington County

On March 28, 2019 the Washington County Land Use & Planning Committee met and determined that they have no objections to the Heritage Park North preliminary plat.

Wisconsin Dept of Administration

No comments received.

Southeastern Wisconsin Regional Planning Commission (SEWRPC)

No comments received.

WisDOT

Heritage Park North does not abut any highway under WisDOT jurisdiction. Therefore, no comments or objections have been received

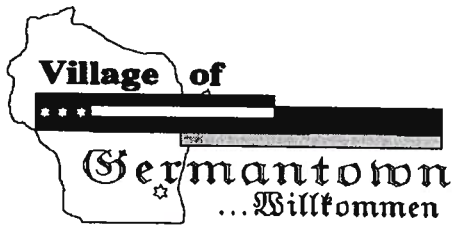
Germantown School District

No comments received.

Village Planner Recommendation

APPROVE the preliminary subdivision plat for the 35-lot, 33-acre single-family residential development called "Heritage Park North" located on Division Road subject to the following conditions:

1. Developer shall enter into a Development Agreement with the Village pursuant to Section 18 of the Village Code (Subdivision and Platting), as well as, the preparation of detailed plans for the installation of public utilities and improvements including, but not limited to public street improvements, water, sewer, storm water management facilities, master grading plan and erosion control, trails, landscaping & street trees, open space, lighting and signage. The Development Agreement should also address the fact that the 4 lots created from the Bittersweet Trail will be completed with a certified survey map (CSM) and not a final plat along with the other 31 lots.
2. The Developer shall obtain a conditional use permit (CUP) and prepare a setback mitigation plan for any development that encroaches into a 25' wetland setback. Setback mitigation required under the Village's 25' Shoreland-Wetland Code wetland setback requirement is different than and in addition to the wetland mitigation required to satisfy the WisDNR's wetland filling permit requirements.
3. The Developer is seeking approval from the WisDNR to fill portions of Wetland W-3 (and potentially W-2). In the event that the required approval is not granted to fill Wetland W-3, the Developer shall delete Lot 7 & Lot 8 from the development and replace said lots with open space (and shown on the final plat prior to Village approval). Prior to or concurrent with execution of a Development Agreement with the Village, the Developer shall revise the preliminary plat to include a note that Lot 7 & Lot 8 cannot be developed unless and until approval to fill Wetland W-3 is obtained from the WisDNR.
4. The Developer shall submit a detailed street tree and landscaping plan for any common area improvements to the Plan Commission and Village Forester for review and approval prior to execution of a Development Agreement with the Village.
5. The Developer shall address all of the Village Surveyor comments contained in a review memo dated February 6, 2019 and revise the preliminary plat (if necessary) prior to execution of a Development Agreement with the Village.
6. The Developer shall address all of the Village Engineer/Public Works comments contained in a review memo dated March 5, 2019 and revise the detailed construction plans prior to execution of a Development Agreement with the Village.
7. The Development Agreement shall include a requirement that subdivision deed restrictions and covenants be submitted to the Village prior to final plat submittal that include a requirement that each individual lot contain the minimum landscaping required under Section 17.43(5).
8. The Developer shall install a sidewalk/pedestrian trail from the existing terminus north of the property on the east side of Division Road to the proposed Tanglewood Drive intersection as mutually agreed to with the Village Engineer to provide pedestrian accessibility to/from Heritage Park North.



Engineering Department Memorandum

To : Larry Ratayczak, Public Works Director
From : Eric Nitschke, Village Engineer
Date : March 5, 2019
Re : Development Review for Heritage Park North Subdivision

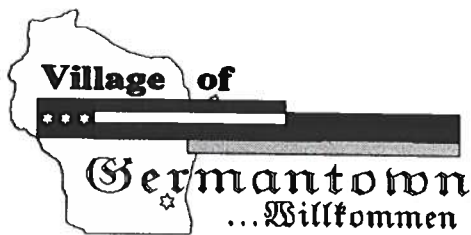
Larry,

Included you will find the review comments pertaining to the Heritage Park North review.

Heritage Park North – Site Review

1. Sanitary comments
 - a. Comments to be submitted once updated plans are provided.
2. Water comments
 - a) Please see attached plan sheet with comments listed in red.
3. Highway comments
 - a. No comment at this time.
4. Engineering comments
 - a. Overall Comments
 - i. It should be noted that a lack of proposed grading plan, along with concerns related to drainage and transportation design considerations for vehicles and pedestrians, warrant tabling the preliminary plat at the March Plan Commission meeting.
 - b. Storm Water Management Plan Comments
 - i. Please provide ditch, culvert, and storm sewer sizing calculations. All ditches, culverts, and storm sewers are to be sized at a minimum for a 25-year storm. However, all overland flow routes are to be sized for the 100-year event.
 - ii. After careful consideration, the pond located on the southeast corner of Tanglewood Drive and Division Road will not be permitted as designed. It presents a safety hazard to vehicles traveling on Division.
 - iii. Water quality calculations are required.

- iv. Where ponds discharge to wetlands, level spreaders are required.
- v. Sump pump discharge locations should be identified for Lots 7-13.
- vi. A signed and recorded Storm Water Maintenance Agreement is required prior to final approvals.
- c. Grading Plan
 - i. A mass grading plan is required.
 - ii. Building pad elevations and any potential walkout/lookout elevations should be shown on the grading plans.
 - iii. How will the pipe interconnecting the ponds impact existing wetlands.
 - iv. Recertifications of the ponds, outlet structures and culverts will be required prior to final approval. Emergency spillway elevations must be a minimum of one (1) foot below top of berm elevations.
- d. Erosion Control Plan
 - i. A detailed erosion control plan is required. Sequencing should be a part of the plan. Silt fence, erosion bales, ditch checks and temporary BMP's are also to be called out on a separate plan sheet.
 - ii. If the ponds silt in during site construction, the developer will be required to dredge the ponds and certify all pond elevations prior to approval.
- e. Further discussion is required regarding Tanglewood Drive's connection to Division Road. Sidewalks and accel/decel lanes are required. Germantown's Director of Public Works, Village Engineer, and Development Director should sit down to discuss sidewalk connection requirements with the developer.
- f. All local and state approvals are required prior to work commencing onsite. It is the developer's responsibility to insure all approvals are obtained prior to start of construction.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner
CC:
From: Bob Beilfuss, PLS, Village Surveyor
Date: February 6, 2019
Re: Heritage Park-Preliminary Plat Review

Jeff,

Here are my review comments for the site plan received 2/4/2019.

Preliminary Plat Review

Applicant or Owner: John Barnes

Professional Land Surveyor/Firm: Keith Kindred, SEH Engineering

1. The preliminary plat submitted has not complied with all requirements of Chapter 18.04. The following information was not received from the consultant (See agreed to items in Brian Depies email dated February 11, 2019) to finalize my review:
 - Proposed centerline pavement grades (Ch. 18.04 requires proposed road profiles)
 - Proposed high and low point of the road (Ch. 18.04 requires proposed road profiles)
 - Mass grading plan showing drainage patterns, proposed and existing contours and overland flow to detention ponds. Also include proposed building pads with front and rear yard grades. (See Ch. 18.04(2)(b))
 - Proposed easements.
 - Proposed storm sewer.
 - Show 75' stream setback.
2. Proposed lots 32-35 are currently platted as Outlot 1 of Certified Survey Map No. 4988. The preliminary plat is showing these four lots as being created by certified survey map. In order for this CSM to be approved, there will need to be a road right of way dedication for the public street. The developer will be responsible for the public road extension as well as the extension of public sanitary sewer and watermain. The road extension of Bittersweet Trail would be across the Outlot in CSM 4988 and not owned by the owner of Outlot 6. The way the preliminary plat is presented is showing the four lots being created by subdivision plat and/or CSM. But the subdivision plat is showing the road dedication as part of the plat and not the CSM.

As it currently stands, based on record documents on file with the Register of Deeds office, the preliminary plat should be reflecting the Outlot of CSM No. 4988

Having both options shown could be confusing and after discussions with the Department of Administration-Plat Review Section, it is recommended the two property owners resolve this

February 6, 2019

platting issue and either develop the Outlot as a separate land division including all improvements and developers agreement or incorporate the land into the area of Outlot 6 and develop the new combination as a 35 lot subdivision plat.

3. Show 25' wetland setback lines.
4. Portions of the Division Road detention pond appear to be located within the setback area. See Sheet No. 3.
5. Engineering review comments are being withheld until all the required information has been presented to the Engineering Department.
6. No further review comments at this time.
7. We recommend tabling this item until all information has been received and reviewed.

From: Mark Schroeder <mschroeder@village.germantown.wi.us>
Sent: Monday, February 25, 2019 11:41 AM
To: Jeff Retzlaff <jretzlaff@village.germantown.wi.us>
Cc: Scott Coulthurst <scott.coulthurst@olympusgrp.com>
Subject: Heritage Park North Preliminary Plat

Hello Jeff,

In response to the February 5th letter from Planning Assistant Lori Johnson, the Park & Recreation Commission reviewed the preliminary plat for the Heritage Park North Subdivision at the February 20th commission meeting. Based on the meeting discussion, the commission affirmed the direction that the developer shall work with village staff and the Plan Commission to plan for and install a paved sidepath/trail along the east side of Division Road for pedestrian access/connectivity to the existing village sidepath/trail system. This sidepath will provide for a safer connection for residents in the surrounding neighborhoods and community, as well as for the future residents of the Heritage Park North subdivision.

Thanks,

Mark Schroeder, CPRP
Park & Recreation Director
Germantown Park & Recreation Department
Ph: (262) 250-4710 Fax: (262) 255-2920



Discover. Play. Grow

☐
☒
☐

SUBDIVISION PLAT APPLICATION

Pursuant to Section 18.04 and 18.05 of the Municipal Code

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

1 **APPLICANT OR AGENT:**
Brian Depies, SEH
501 Maple Avenue
Delafield, WI 53018
 Phone (414) 949-8911 / Cell: 262.389.0704
 Fax (888) 908.8166
 E-Mail bdepies@sehinc.com

PROPERTY OWNER
 ① John and Mary Ann Barnes
 * Agent: Heritage Park Development Corp.
3336 Lake Drive
Hartford, WI 53027-9530
 Phone (262) 893-5444 (Dan Barnes)
 (414) 217-4499 (Lynda Doll)
 ② Property Owner: Bittersweet Trail LLC
Po Box 777, Menomonee Falls, WI 53052-0777

2 **PROPERTY ADDRESS OR GENERAL LOCATION** **TAX KEY NUMBER(S)**

<u>32.98 acres East of Tanglewood Drive, South of Larkspur Lane, West of Gunflint Trail and North of Revere Lane</u>	<u>GTNV_342426</u> <u>GTNV_342271</u>
--	--

3 **READ AND INITIAL THE FOLLOWING:**

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

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

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

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

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

4 **SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!**

Brian Depies 1/30/19
 Applicant Date

 Owner Date

 OWNER DATE

PRELIMINARY PLAT OF
HERITAGE PARK NORTH

BEING ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4 AND SW. 1/4 OF THE NW. 1/4 OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LOT DETAIL

GENERAL NOTES:

- 1) ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF GERMANTOWN UNLESS OTHERWISE STATED. OUTLOT 1 IS ENCOMPASSED BY A DRAINAGE EASEMENT FOR STORM WATER FACILITIES.
- 2) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE 1/35 FRACTIONAL OWNERSHIP IN OUTLOT 1.
- 3) WASHINGTON COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- 4) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- 5) AREA SHOWN IS ZONE X, AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 55131 003780, EFFECTIVE DATE NOVEMBER 20, 2013.
- 6) THE OVERALL AREA OF THIS PRELIMINARY PLAT IS 1,436,685 S.F., 32.98 AC. (FINAL PLAT WILL INCLUDE 1,359,082 S.F., 31.20 AC. THE AREA OF LOTS 32-35, TO BE CREATED BY CERTIFIED SURVEY MAP, IS 77,603 S.F., 1.78 AC.)
- 7) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- 8) WETLANDS DELINEATED BY SEH ON AUGUST 9, 2018.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HERITAGE PARK
DEVELOPMENT CORP
3336 LAKE DR.
HARTFORD, WI 53027
SURVEY FOR:
BITTERSWEET TRAIL LLC
N80W14808 APPLETON AVE.
MENOMONEE FALLS, WI 53051

CONC. MON.
WBRASS CAP
NW CORNER
SECTION 34-9-20
N 445.335 82
E 2,500.439 18



I, KEITH A. KINDRED, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION THIS PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.



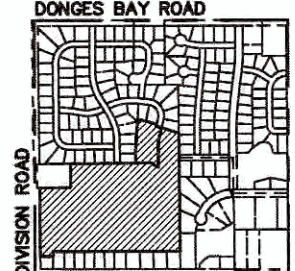
SCALE: 1" = 100'

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE WEST LINE OF THE NW 1/4 OF SECTION 34-9-20 AS N01°32'46"W.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'.

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'05".

LOCATION MAP



NW. 1/4 SEC. 34--T9N--R20E

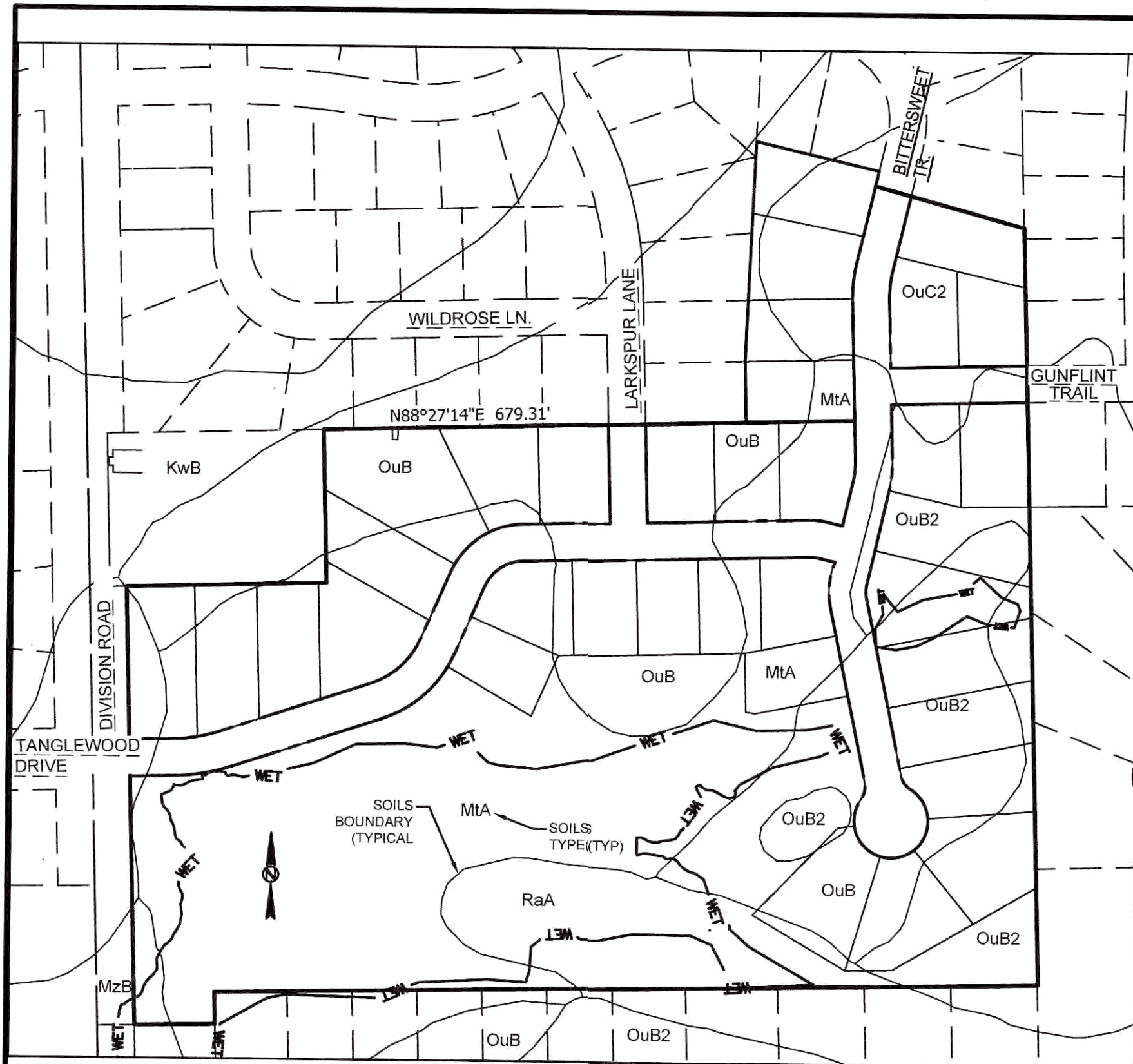
CONC. MON.
WBRASS CAP
EAST 1/4 CORNER
SECTION 34-9-20
N 442.892 69
S 2,500.510 52



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

SHEET 1 OF 4

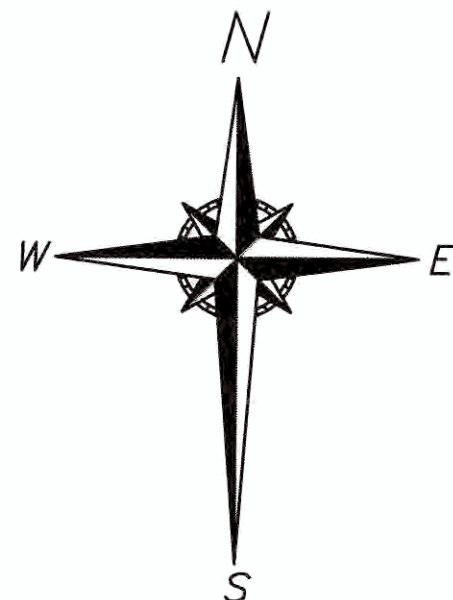
PROJECT HERPD #149049



SOILS MAP
1"=200'

LEGEND

- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- SANITARY SEWER AND MANHOLE
- WATER MAIN, HYDRANT AND VALVE
- STORM SEWER, APRON, MAINHOLE AND CATCH BASIN
- CULVERT
- MAJOR CONTOUR
- MINOR CONTOUR
- BURIED FIBER OPTIC CABLE
- BURIED PHONE CABLE AND PEDESTAL
- BURIED TV CABLE AND PEDESTAL
- BURIED ELECTRIC CABLE
- OVERHEAD ELECTRIC, POLE AND DOWN GUY ANCHOR
- LIGHT POLE
- GAS MAIN
- GAS SIGN, VALVE AND VENT
- SOIL BORING
- SIGN (HWY, PARK, STOP, ETC.)
- FENCE (UNIDENTIFIED)
- DECIDUOUS AND CONIFEROUS TREE
- WOODED AREA
- WETLAND



SCALE: 1" = 100'

I, KEITH A. KINDRED, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.



PRELIMINARY PLAT OF

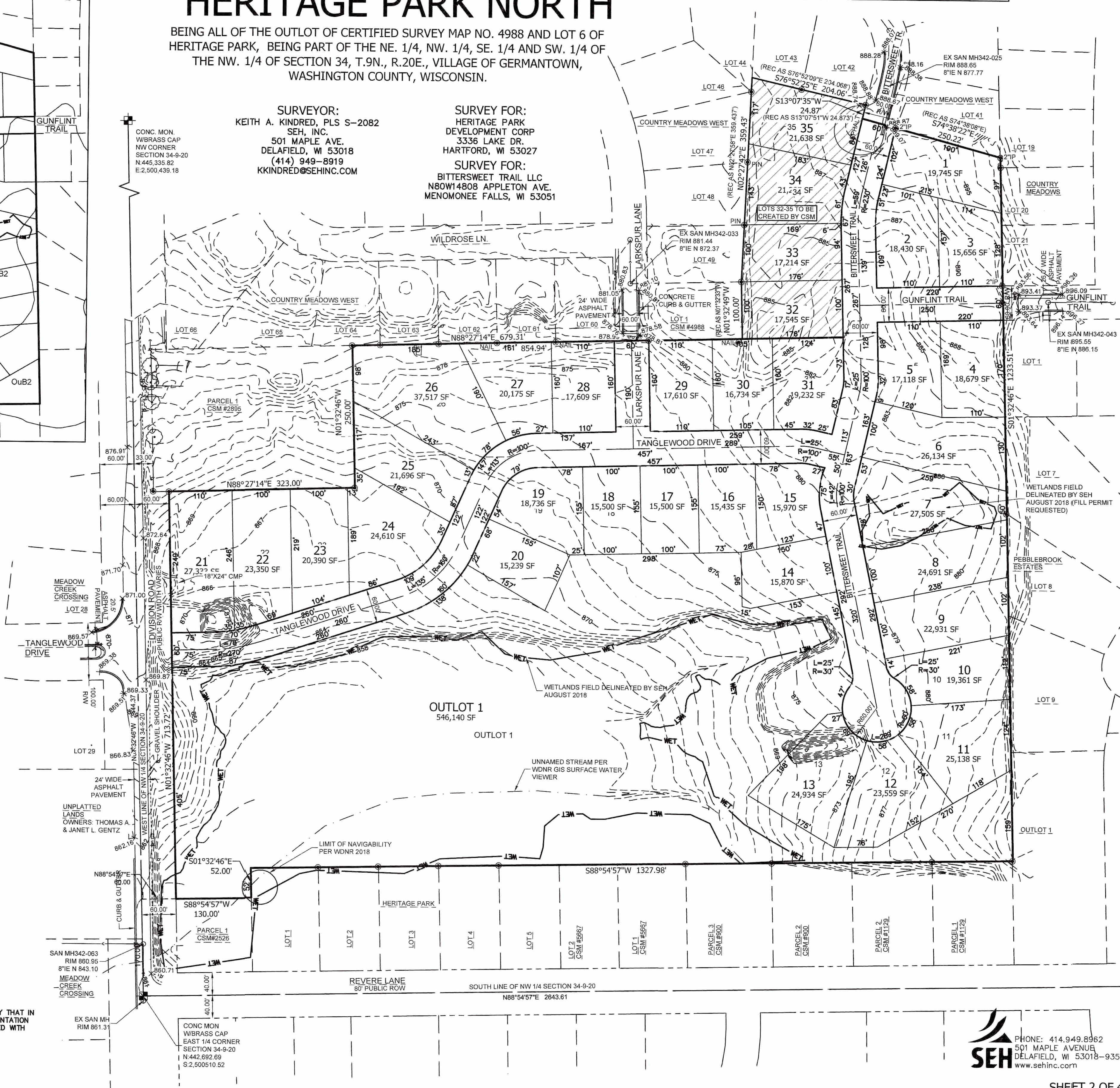
HERITAGE PARK NORTH

BEING ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4 AND SW. 1/4 OF THE NW. 1/4 OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HERITAGE PARK
DEVELOPMENT CORP
3336 LAKE DR.
HARTFORD, WI 53027
SURVEY FOR:
BITTERSWEET TRAIL LLC
N80W14808 APPLETON AVE.
MENOMONEE FALLS, WI 53051

TOPOGRAPHIC DETAIL

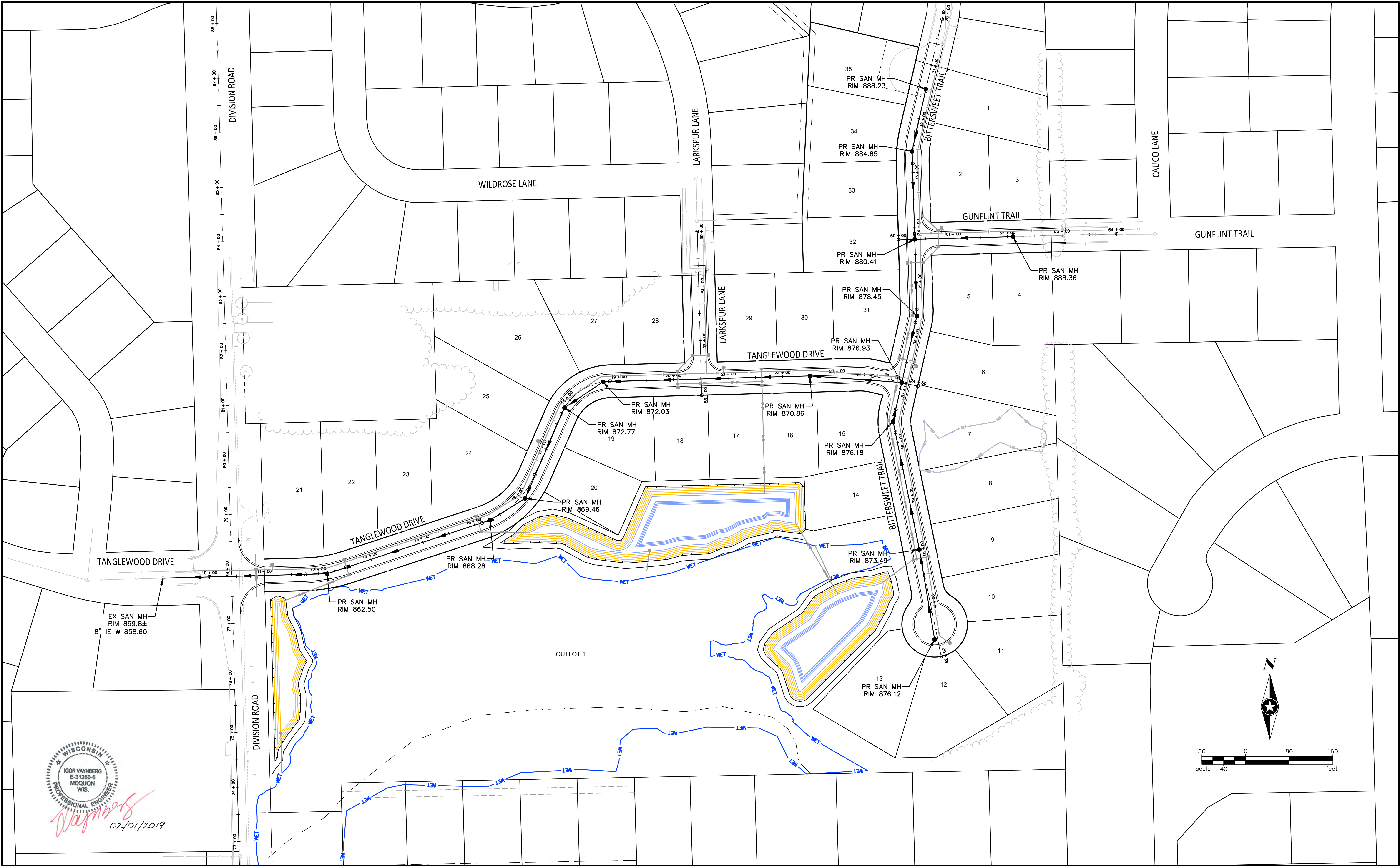


PROJECT HERPD #149049

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

SHEET 2 OF 4

G:\F\H\HERPO\149049\5-FINAL-DSGN\51-DRAWINGS\10-CIVIL\CAD\DWG\149049_PRE ENG.DWG 2/1/2019 2:04 PM PATTYL



DRAWN BY: PAL					
DESIGNER: PAL					
CHECKED BY: I. VAYNBERG					
DESIGN TEAM	NO.	BY	DATE	REVISIONS	

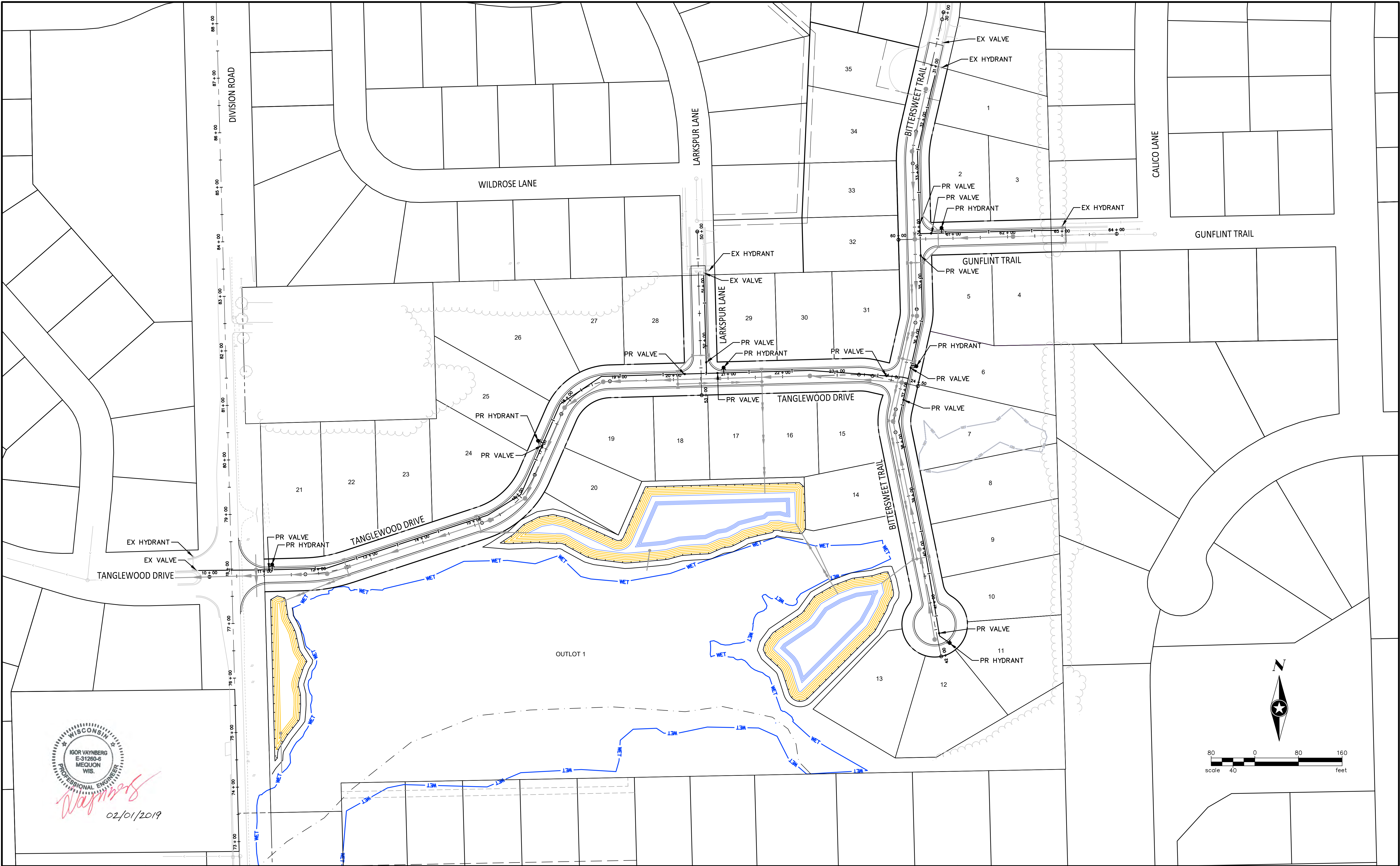
SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

HERITAGE PARK NORTH
VILLAGE OF GERMANTOWN, WI

PRELIMINARY SANITARY SEWER SYSTEM MAP

FILE NO. 149049	3 OF 4
DATE 02/04/2019	

G:\F\H\HERPO\149049\5-FINAL-DSGN\51-DRAWINGS\10-CIVIL\CAD\DWG\149049_PRE ENG.DWG 2/1/2019 2:04 PM PATTYL



Igor Vaynberg
02/01/2019

DRAWN BY: PAL					
DESIGNER: PAL					
CHECKED BY: I. VAYNBERG					
DESIGN TEAM	NO.	BY	DATE	REVISIONS	

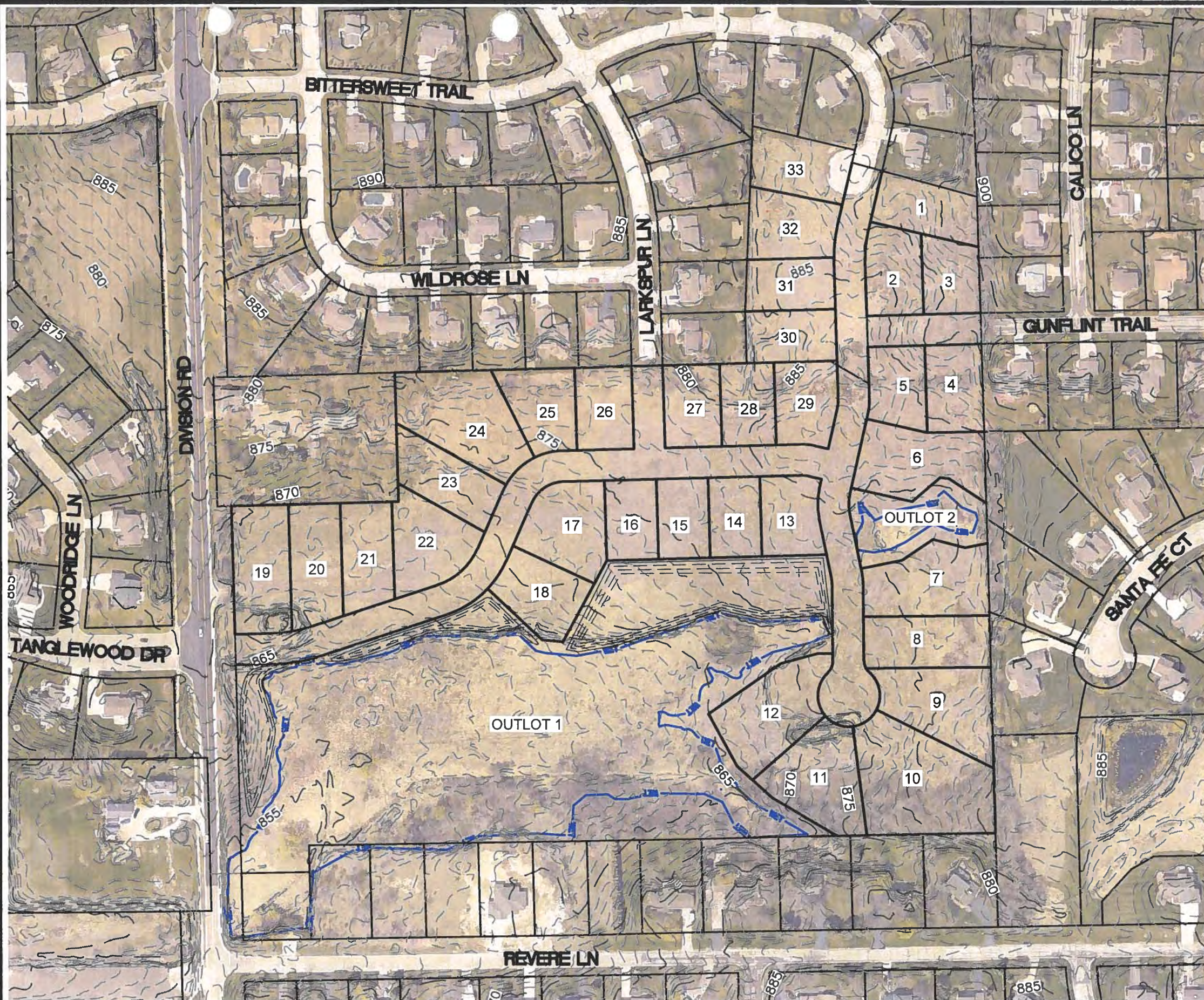


HERITAGE PARK NORTH
VILLAGE OF GERMANTOWN, WI

PRELIMINARY WATERMAIN SYSTEM MAP

FILE NO. 149049
DATE 02/04/2019

Q:\V\H\HERPD\146431\9-survey\92-CAD\10-C3d\146431-concept option 7.dwg 7/9/2018 11:40 AM daphnew



DENSITY CALCULATIONS	SQUARE FEET	ACRES
TOTAL SITE AREA	1,435,187	32.95
NUMBER OF LOTS	33	
TOTAL ACREAGE OF LOTS	750,060	17.22
AVERAGE LOT SIZE	22,729	0.52
NUMBER OF OUTLOTS	2	
TOTAL ACREAGE OF OUTLOTS	514,195	11.80
AREA OF RIGHT OF WAY	170,932	3.92
AREA OF WETLAND	337,806	7.75

APPROVED

☒ Building/Arch Plan ☒ Site Plan
☒ Landscaping Plan ☐ Sign Plan
☒ Lighting Plan ☐ Zoning Permit

PREPARED FOR:
HERITAGE PARK DEVELOPMENT CORP.
(LOTS 1 THRU LOT 29)

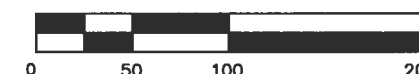
8-20-18
Date Approved

John W. Hubert, AICP
Village Planner/Zoning Administrator

PREPARED FOR: ☐ Approval Conditions apply as noted below:
BITTERSWEET TRAIL LLC
(LOTS 30 THRU LOT 33)



SCALE: 1" = 200'



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

FILE NO.
HERPD_146431

DATE:
06/21/2018

CONCEPTUAL LAYOUT
HERITAGE PARK ADDITION #1
GERMANTOWN, WISCONSIN

1 of 1



501 Maple Avenue
Delafield, WI 53108
(262) 646-6855

Project: HERPD 146431
Print Date: 7/16/2018

Map by: m/falk
Projection: WSCRS,
Washington County

Wetland Boundary Map

Heritage Park, Washington County, Wisconsin

Figure
5

Save: 3/27/2019 2:50 PM patty Plot: 3/27/2019 2:51 PM Q:\V\HERPD\149049\5-final\csgn\51-drawings\10-Civil\cardwg\149049_DRN-STM-18.dwg

AREA 1&2:
AREA= 2.07 AC
CN = 82
TC = 10 MIN.
Q₂ = 3.6 CFS
Q₁₀₀ = 13.6 CFS

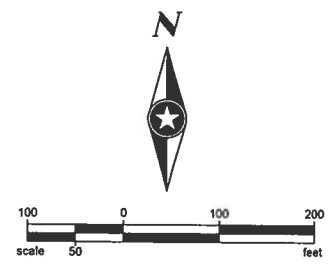
PROPOSED STORM SEWER
PIPE CAPACITY = 19cfs

AREA 3:
AREA= 1.00 AC

AREA 4:
AREA= 2.24 AC
CN = 81
TC = 12 MIN.

AREA 5:
AREA= 29.39 AC
CN = 81
Tc = 16 Min.

RECEIVED
MAR 27 2019
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN



DRAWN BY:	PAL				
DESIGNER:	TLP				
CHECKED BY:	I. VAYNBERG				
DESIGN TEAM	NO.	BY	DATE	REVISIONS	



HERITAGE PARK NORTH
VILLAGE OF GERMANTOWN, WI

DIVISION ROAD PATH EXTENSION
PROPOSED DRAINAGE AREA MAP

FILE NO.	1
HERPD_149049	
DATE	03/27/2019
OF 4	

Save: 3/27/2019 2:50 PM patly Plot: 3/27/2019 2:51 PM Q:\J\HERPD\149049\5-final-dsgn\5-1-drawings\10-Civil\cardwg\149049_DRN-STM-18.dwg

OVERLAND FLOW NOTES:

OVERLAND FLOW AREA 1

- 24" PIPE FROM LOW POINT IN ROAD TO INFILTRATION BASIN HAS BEEN SIZED TO CARRY Q_{100}

OVERLAND FLOW AREA 2 & 5

- LOW POINT IN ROAD WILL OVERFLOW DIRECTLY INTO WET BASIN

OVERLAND FLOW AREA 3 & 4

- LOW POINT IN ROAD WILL OVERFLOW DIRECTLY INTO WET BASIN VIA SWALE BETWEEN LOTS
- TRAPEZOIDAL SWALE BETWEEN LOTS HAS BEEN SIZED TO CARRY Q_{100} OVER PIPE CAPACITY SWALE DESIGNED TO HAVE 2' BOTTOM WIDTH, 12' 1" TOP WIDTH WITH 4:1 SIDE SLOPES AND 126" DEPTH OF FLOW

DRAWN BY: PAL
DESIGNER: TLP
CHECKED BY: I. VAYNBERG
DESIGN TEAM

NO.	BY	DATE

REVISIONS

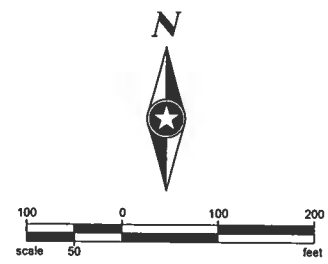
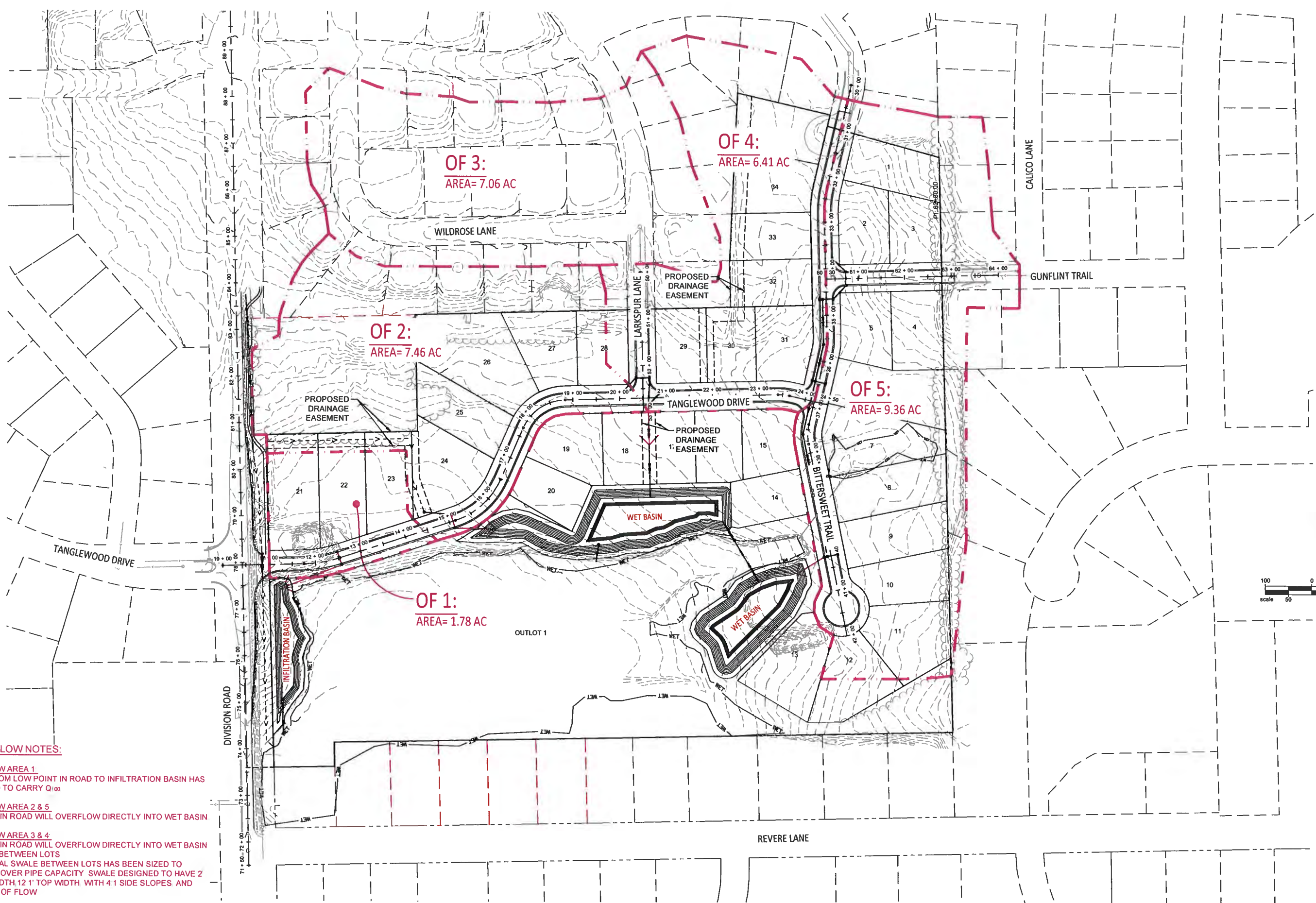


HERITAGE PARK NORTH
VILLAGE OF GERMANTOWN, WI

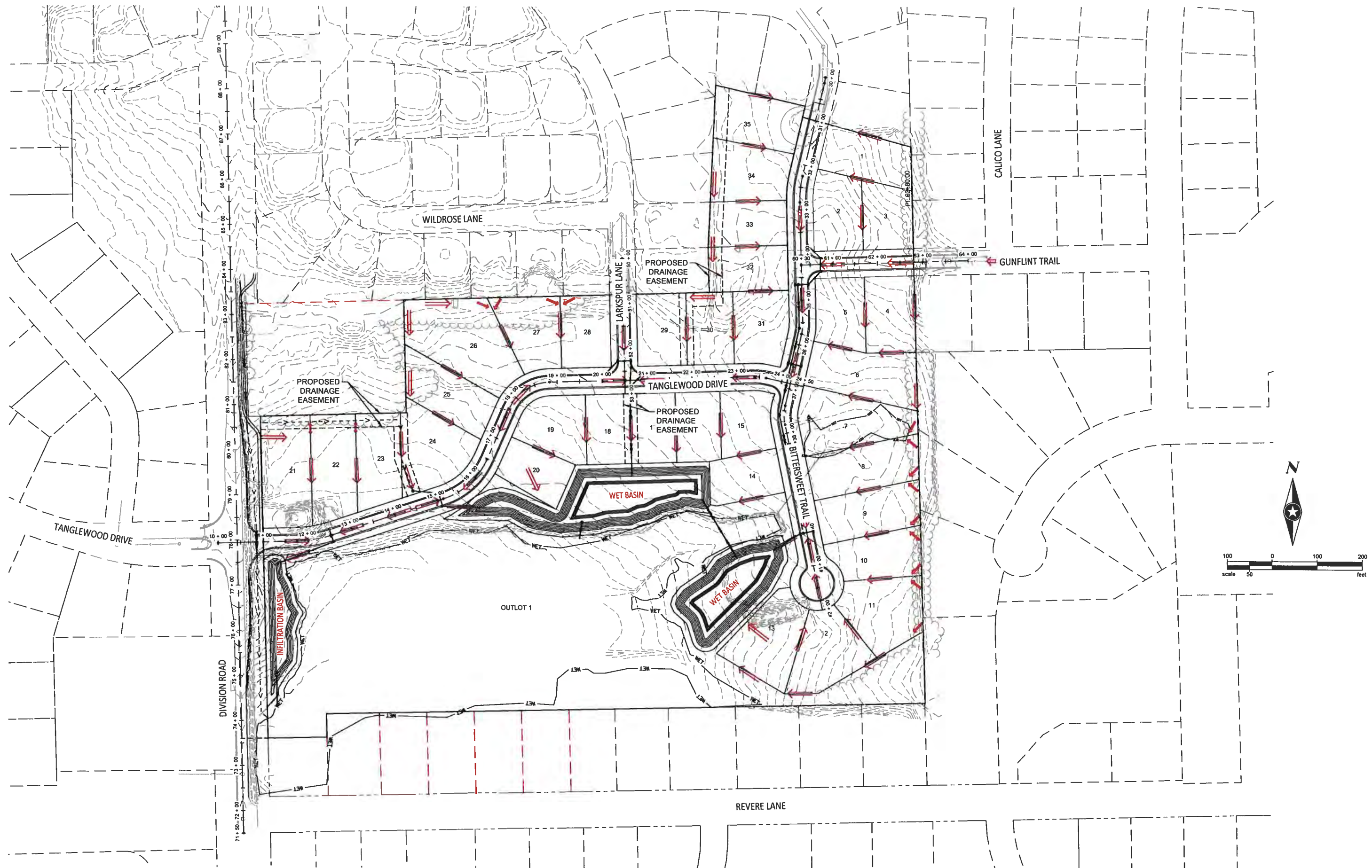
100 YEAR OVERLAND FLOW MAP

FILE NO.
HERPD_149049
DATE
03/27/2019

2
OF 4



S:\w\3272019 2:50 PM\pattyl Plot: 3272019 2:51 PM C:\U\JH\HERPD\149049\5-final.dgn\51-drawings\10-ckitcad\dwg\149049_DRN-STM-8.dwg



DRAWN BY: PAL
DESIGNER: TLP
CHECKED BY: I. VAYNBERG
DESIGN TEAM

NO.	BY	DATE

REVISIONS

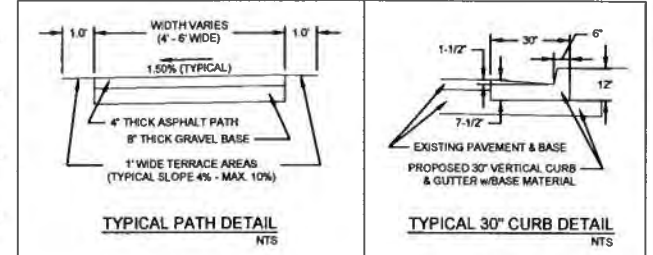
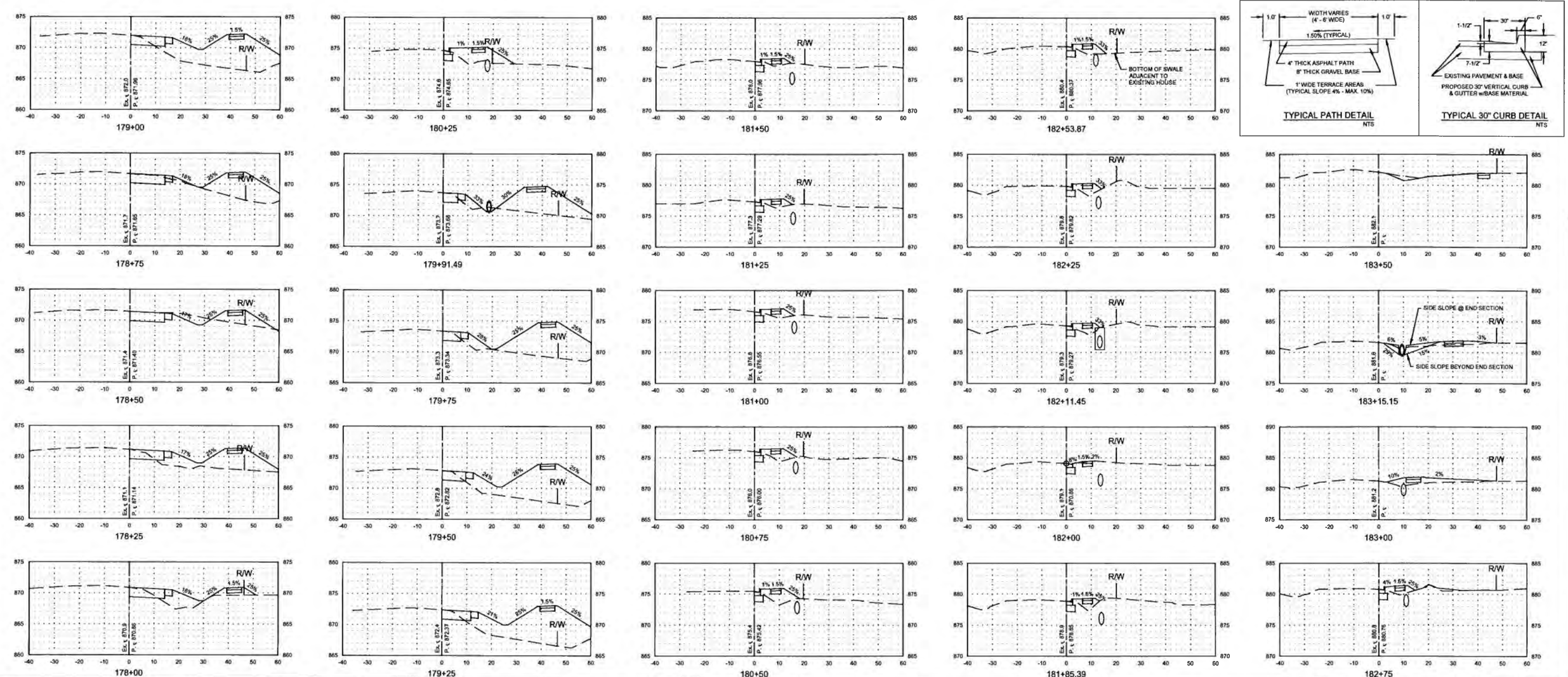
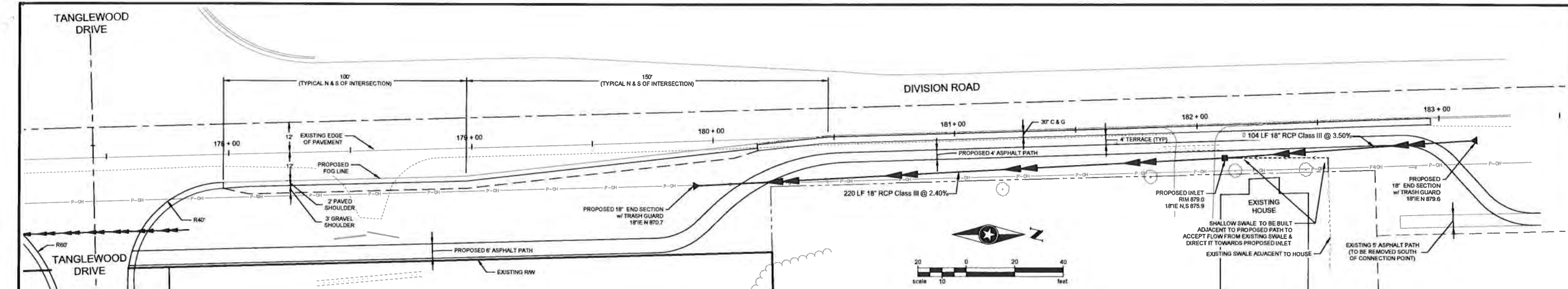


HERITAGE PARK NORTH
VILLAGE OF GERMANTOWN, WI

PROPOSED DRAINAGE FLOW MAP

FILE NO
HERPD_149049
DATE
03/27/2019

3
OF 4



Save: 3/27/2019 2:42 PM pathy1 Plot: 3/27/2019 2:52 PM Q:\JFH\HERPD149049\5-final-dwg\15-drawings\15-Civil\Road\dwg\149049_AL-PRF-COR_18.dwg

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 31-2019

WRENWOOD DEVELOPMENT AGREEMENT

WHEREAS, the Village of Germantown does work with Developers

WHEREAS, Village Staff and the Village Attorney have worked with representatives of the Wrenwood Development to address the extension of sanitary sewer and water main within the right-of-way and interior of public road. Also addressed is the construction of a lift station that will become property of the Village. Fees and the letter of credit are also addressed; and,

WHEREAS, the Public Works Committee has reviewed and recommended the attached Development Agreement.

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve of the attached Subdivision Development Agreement for Wrenwood Subdivision.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: April 15, 2019

AGENDA ITEM: New Business

ITEM TITLE: Wrenwood Development Agreement

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

SUMMARY EXPLANATION:

Staff is presenting the Wrenwood Development Agreement for the proposed Wrenwood Subdivision. The public improvements addressed in the Development Agreement are the extension of sanitary sewer and water main within the future right-of-way of an interior public road within the proposed development. The Development Agreement also addresses the construction of a Sanitary Pump Station (Lift Station) to become the property of the Village. In addition, the Development Agreement addresses the standard fees, impact fees and the amount of the Letter of Credit.

This Development Agreement has been reviewed and approved by the Public Works and Highway Committee.

ATTACHMENTS:

- 1) Wrenwood Developers Agreement

STAFF RECOMMENDATION TO COMMITTEE:

Staff recommends that the Village Board follow the recommendation of the Public Works and Highway Committee and approve the Wrenwood Development 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.

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
WRENWOOD SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the Village of Germantown (the “Village”), a Wisconsin municipal corporation, and Wrenwood, LLC (the “Developer”), a Wisconsin limited liability company.

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

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed residential subdivision (the “Development” or “Subdivision”) which will consist of a residential condominium component to be developed on Lot 1 of the Property and a single-family residential component to be developed on Lot 2 of the Property, which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Agreement applies only to Lots 1 and 2 of the Property, the intent being that another development agreement shall be required at the time Lots 3 and/or 4 of the Property are developed; and

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

Whereas, the developer has agreed to dedicate Outlot 3 of the Property to the Village for the purpose of owning and operating the to be constructed Sanitary Lift Station; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

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

1.02 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Development. In addition, the Developer shall install a sanitary lift station and a force main to connect the lift station to the Village's gravity sewer system to be located at the intersection of Country Aire Drive and the newly constructed entry road for the Development, provided that the Developer's share of the cost is capped at \$992,750. Any cost above \$992,750 shall be reimbursed by the Village. Developer shall, through the subdivision plat, dedicate to the Village Outlot 3 upon which the Developer shall install the lift station. The Village shall, at its sole cost, be responsible to extend the gravity sewer system from its current termination point north along Country Aire Drive to this intersection, the construction of which shall proceed with the Village's best efforts to be completed by October 31, 2019.

Developer shall design (except for the lift station, which shall be designed by the Village) and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design of the sanitary sewer system shall include accepting flow from the abandonment of the existing Village Lift Station #1. In addition, to allow for the construction of the gravity sanitary sewer (by the Village) the developer shall grant a dedicated easement for the sanitary sewer through Outlot #2.

Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, § 18.08(7) of the Municipal Code, and Sec. 5.0 ("Sanitary Sewer System Requirements") of the Village Design, Drafting & Construction Standards & Specifications. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The

easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

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

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

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with privately owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to all lots within the Development.

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

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources water main extension forms shall be prepared by Developer and submitted to the Department of Natural Resources. All

water supply improvements that will be transferred to the Village shall be inspected by Water Utility personnel prior to acceptance by the Public Works & Highway Committee.

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

The Village has extended water main to the Property to serve the Property and Developer agrees to reimburse such cost in the amount of \$173,834. This allocation shall be paid to the Village at the time individual building permits are issued in the amount of \$1,910.26 per residential unit subject to the building permit until fully paid, except that upon the three year anniversary of this Agreement any outstanding balance then existing shall be paid in full by Developer. Developer and the Village acknowledge that the property identified as Lot 3 and 4 of Certified Survey Map No. _____, as owned by Freistadt Land Development, LLC ("Freistadt"), has contributed to and/or paid for the sanitary lift station and the offsite water assessment to Developer in consideration of Developer undertaking certain obligations under this Agreement ("Freistadt Contribution"). As a consequence of and in consideration of Freistadt Contribution to such cost, the Village acknowledges that Lots 3 and 4 of Certified Survey Map No. _____, in connection with its preliminary plat approval and land development shall not be assessed any future assessment arising from or attributable to the work performed by the Village prior hereto, in connection with this Development Agreement, and/or in connection with Developer's undertaking hereunder. Except and to the extent there is a material increase in the number of residential units under the presently approved PDD, or another change in use resulting in materially more water use than that anticipated under the approved PDD, Freistadt is not anticipated to nor shall be responsible to bear any additional cost associated with any future offsite water or sanitary sewer improvement to support its separate project under the approved PDD. Freistadt is making the Freistadt Contribution based upon this express assurance by the Village.

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

1.05 GRADING, STREET SURFACING, CONCRETE CURB AND GUTTER, SIDEWALKS, AND TRAFFIC SIGNS AND STREET SIGNS. Developer shall grade the development's surface and install internal roads having an urban cross section for vehicular

access to all lots within the Development. Cul-de-sacs shall be designed to have a minimum 65' radius. Developer shall install permanent barricades at the end of dead-end roadways, and such dead ends shall be designed to accommodate emergency vehicles to the satisfaction of the Fire Chief.

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

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

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

1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install an entrance intersection connecting the Subdivision's internal roads to Country Aire Drive, including acceleration lanes, deceleration lanes, and bypass lanes. Developer shall install a paved sidewalk/path along Country Aire Drive from the entrance to Friedenfeld Park south to connect to the existing sidewalk just north of the Mequon Road intersection.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance

with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

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

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

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

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

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

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of tracking, the Developer will reimburse the Village for performing street sweeping services within 30 days of invoice. In event Developer defaults payment, the Village may charge the Developer's escrow account or draw from the Developer's letter-of-credit to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking

hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

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

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

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

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

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

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

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

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

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Development Dept. personnel prior to issuing an occupancy permit.

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

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

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

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

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

1.12 SURVEY MONUMENTS. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement.

1.13 RECREATION TRAIL. The Developer shall install an internal recreation trail throughout the Development, which trail will connect with the trail to be constructed on the remaining two lots of the Property when they are developed. These plans shall generally be consistent with the Common Area Landscape Plans described in sec. 1.09. Developer shall, not later than 14 months after the date of this agreement, install a sidewalk or off-road bicycle path along the south side of Freistadt Road as part of an overall future pedestrian path connection to the west consistent with the Washington County Bike & Pedestrian Plan. In lieu of the installation of the Freistadt Road path, Developer can enter into an agreement with the Freistadt Land Development, LLC, as developer of the northern lots, to install the path within 5 years of this agreement, provided that if Freistadt Land Development fails to install the path the Developer shall do so.

Developer shall design and submit to the Zoning Administrator for approval all proposed plans and specifications for the recreation trail before authorization for construction will be given.

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

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, sidewalks, water main, sanitary sewer, storm sewer, and all other improvements required under this Agreement are installed, inspected by the Village Water Utility, Wastewater Utility, and/or Highway Dept., approved by the Village Engineer, the Village has received all record-drawings in accordance with 2.05 below, and have been accepted by the Public Works & Highway Committee.

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;

- (5) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter, Country Aire Drive entrance intersection, and Country Aire Drive sidewalk extension to Mequon Road;
- (6) Storm water management plan;
- (7) Landscape plans; and
- (8) Lighting plan.
- (9) Street Signage Plan.

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the public sanitary sewerage systems, public water supply facilities, and post-construction stormwater management and stormwater drainage facilities. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until: (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it

that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

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

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

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Water Utility, Wastewater Utility, Highway Dept., and Engineering Dept., and a punch-list of corrections (if needed) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works & Highway Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works & Highway Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

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

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

Water:	(\$832.00/Res. Unit)
--------	----------------------

Parks:	(\$736.00/Res. Unit)
--------	----------------------

Fire:	(\$171.00/Res. Unit)
Police:	(\$148.00/Res. Unit)
Library:	(\$281.00/Res. Unit)
Sewer Connection Fee:	(\$4,192.00/Res. Unit)

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

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

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

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

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

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

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

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

ARTICLE V - SPECIAL PROVISIONS

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

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

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

5.04 PHASES. Developer has represented that it will construct the public improvements for this project in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ASSOCIATION TO OWN OPEN SPACE. Freistadt Land Development, LLC is purchasing the property identified as Lots 3 and 4 of Certified Survey Map No. _____. Lot 3 of such Certified Survey Map is to remain as open space and will be conveyed to an owner's association established by Developer and Freistadt Land Development, LLC. Each party will be conveying portions of their property to this owner's association. The

purpose of this owner's association will be maintain as passive recreational use this greenspace. Limited trails and improvements are contemplated. The association shall be established in conjunction with the development of Lots 3 and 4. Developer obligates itself to convey such portion of its property abutting Lot 3, and located on Lot 2 of Certified Survey Map No. _____, as identified as outlots (not included in individual residential lots or storm water facilities) at the time of the final platting of Lot 1 and 2.

ARTICLE VI - FINANCIAL GUARANTY

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

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

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

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

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

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

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

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

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

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

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION:

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

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

- (1) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (6) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the

right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;

- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

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

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

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

ARTICLE IX - GENERAL PROVISIONS

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

Agreement as fully as if set forth herein. This Agreement shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

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

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

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

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

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

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

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

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

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

- (1) ELEVATIONS. A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages

Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.

- (2) YARD LIGHTS. A requirement that the lot owners install a front yard light that is in conformance with § 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.
- (3) LANDSCAPING. A requirement that each individual lot owner is responsible for installing the minimum landscaping required under § 17.43(5) of the Municipal Code.
- (5) OWNER RESPONSIBILITY. A requirement that a Homeowner's Association is created comprised of all lot owners for purposes of assuming the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches, and swales required under Section 1.08 above, and, other privately owned improvements including the monument entrance sign(s) and commonly owned outlots and open spaces.
- (6) ENVIRONMENTAL. A requirement that the wetland and Primary Environmental Corridor (PEC) depicted on the subdivision plat is to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.
- (7) VILLAGE REMEDIES. The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.

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

ARTICLE X - NON-ASSIGNMENT

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

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

WRENWOOD, LLC

By: _____

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2019, the above-named, _____, to me known to be the person who executed the foregoing instrument and to me known to be such managing member of Wrenwood, LLC, and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____
Deanna Braunschweig, Village Clerk
Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2019, the above-named, Dean M. Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being a part of the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of Section 23, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast 1/4, Thence North 02°04'55" West along the East line of said Southeast 1/4, 150.00 feet to the North Right-of-Way line of State Trunk Highway "167" and the Place of Beginning of the lands hereinafter described.

Thence South 87°55'00" West along said North line, 33.00 feet to a point; Thence South 59°28'48" West along said North line, 122.54 feet to a point; Thence South 88°35'03" West along said North line, 679.75 feet; Thence North 61°44'34" West along said North line, 20.20 feet to a point; Thence South 88°35'03" West along said North line, 85.00 feet to a point; Thence North 61°44'29" West along said North line, 50.50 feet to a point; Thence South 88°35'03" West along said North line, 12.13 feet to a point on the East Right-of-Way line of the "Chicago & Northwestern Railroad; Thence North 37°49'50" West along said East line, 4952.24 feet to the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 23; Thence North 02°09'14" West along said West line, 1118.07 feet to the South Right-of-Way line of County Trunk Highway "F"; Thence North 88°33'05" East along said South line, 641.08 feet to a point on the West line of Certified Survey Map Number 228; Thence South 01°26'55" East along said West line, 430.60 feet to a point on the South line of said Certified Survey Map; Thence North 88°33'05" East along said South line, 200.00 feet to a point on the East line of said Certified Survey Map; Thence North 01°26'55" West along said East line, 452.60 feet to the South Right-of-Way line County Trunk Highway "F"; Thence North 88°33'05" East along said South line, 86.88 feet to a point; Thence South 01°26'55" East along said South line, 22.00 feet to a point; Thence North 88°33'05" East along said South line, 362.83 feet to the East line of the Northeast 1/4 of said Section 23; Thence South 02°05'06" East along said East line, 1925.89 feet to a point; Thence North 88°38'40" East 1291.29 feet to the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 23; Thence South 02°05'12" East along said East line, 661.15 feet to the North line of the Southeast 1/4 of said Section 23; Thence South 88°40'55" West said North line, 16.50 feet to a point; Thence South 01°56'51" East 1303.95 feet to a point; Thence North 88°37'59" East 16.50 feet to the East line of the Northeast 1/4 of the Southeast 1/4; Thence South 01°56'51" East along said East line, 16.50 feet to the North line of the Southeast 1/4 of the Southeast 1/4; Thence North 88°37'59" East along said North line, 1294.40 feet to the East line of the Southeast 1/4; Thence South 02°04'55" East along said East line, 970.22 feet to a point; Thence South 88°42'05" West 330.00 feet to a point; Thence South 02°04'55" East 155.00 feet to a point; Thence North 88°42'05" East 330.00 feet to the East line of the Southeast 1/4 of said Section 23; Thence South 02°04'55" East along said East line, 44.15 feet to the point of beginning.

Said Parcel contains 6,332,003 Square Feet or 145.3628 Acres of land more or less.

EXHIBIT B

PROPOSED CSM FOR PROPERTY

EXHIBIT C
FINANCIALS

EXHIBIT D

LANDSCAPE PLAN