

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, May 6, 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. **CONSENT AGENDA:**
- A. Approval of Minutes: April 15, 2019 Regular Village Board Meeting.
- B. Accounts payable/payroll
- | | | | | |
|----|----------------|------------------|----|------------|
| 1. | April 16, 2019 | Payroll (Hourly) | \$ | 224,506.12 |
| 2. | April 25, 2019 | Accounts Payable | \$ | 547,198.41 |
| 3. | April 30, 2019 | Payroll (Salary) | \$ | 337,942.01 |
| 4. | April 30, 2019 | Accounts Payable | \$ | 37,657.33 |
- C. Operator’s Licenses: Naseem Abbas, Rebecca Anbu, Theresa Bach, Kody Bartel, Theron Beauregard, Erin Bird, Jeff Bird, Brian Boettcher, Jamie Brock, William Brockman IV, Angela Butula, Marie Chilicki, Jewelia Cook, Stephanie Cresci, Mellissa Czerwinski, Ann Davis, Jordan Doro, Susan Drexler, Lindsay Dulek, Richard Eastham, Denise Eineichner, Julie Friede, Jeffrey Frank, Shawn Frank, Dawn Fouche, Bobbi Jo Gabrielsen, Tracy Garza, Lisa Grad, Judith Greve, Amanda Greenwood, Steven Hanks, Kathryn Hanson, Susan Hanson, Sarah Harrison, Anita Hauner, James Heimann, Jeanine Isaacson, Jeffrey Jacobs, Bruce Javens, Susan Jesmok, Amy Keller, Jeetendra Khinot, Karen Klever, Kimberly Kohler, Ronald Kohls, Christine Konvalinka, Jan

Krueger, Erik Lange, Paul McLeod, Kayla Mulhern, Jennifer Murray, Danielle Nowakowski, Ruth Numrich, William Numrich, Susan Oechsner, Javier Ortega, Valerie Palkowski, Suzanne Peyer, Kaitlin Pokorny, Ashley Rahl, Christopher Reason, Cedric Reed, Cheryl Rhoades, Kevin Riley, Matthew Roadhouse, Susan Roxbury, Heather Sanders, Wendy Sarwas, James Schramm, Steven Schwendtner, Eric Schroeder, Kaitlin Siebenlist, Caitlin Siesco, Heather Smith, Paresh Soni, Eileen Stroud, Carlton Tatreau, Michelle Thomas, Kimberly Tutas, Jessica Urban, Annette Vesper, Roberta VonAsten, Tyrus Welch, Michael Willavage, Jarrid Willoughby, Stephanie Wolf, Sandra Yang.
[Recommendation Forthcoming.]

The following items were forwarded from **General Government and Finance** with a unanimous recommendation.

- D. Resolution 28-2019, Amendment to Schedule of Fees Regarding House Address / Fire Numbers and Erosion Control Permit Fees.
- E. Resolution 29-2019, Amendment to the Employee Policy and Procedure Manual, Amendment to the Family and Medical Leave Policy and the Addition of the Disability Accommodation Policy.

The following items were forwarded from **Public Safety** with a unanimous recommendation.

- F. Resolution 27-2019, Resolution Authorizing the Sale of Fermented Malt Beverages in Village Parks by Village Employees and Officers.

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARING:

- A. MSTLC LLC, Agent for TLC Acres LLC and Matthew & Amy Seban, Property Owners – W210 N10738 Appleton Avenue.
Conditional Use Permit to allow 1) the operation of a landscape services business, 2) retail sales of nursery products not raised on the property and 3) storage of commercial vehicles and equipment.
- B. Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, Property Owner – 20 acres of vacant land located on Rockfield Road ½ mile west of Goldendale Road.
Rezoning application: A-1: Agricultural to A-2: Agricultural and Rs-1: Single-family Residential.
- C. Quam Engineering LLC, Agent for Rick A Weissman (Weissman Automotive) Property Owner – W140 N10455 Fond du Lac Avenue/STH 145.
Conditional Use Permit to allow the operation of a motor vehicle service and body repair shop & **Rezoning application** from B-3: General Business & M-2: General Industrial to the B-5: Highway Business Zoning District.

X. NEW BUSINESS:

- A. Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for Deutschstadt Heritage Foundation Inc., MaiFest, May 17 – May 19, Freidenfeld Park, W140N11492 Country Aire Drive.
- B. Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for Faith Lutheran Church, Spaghetti Dinner, May 19, W172N11187 Division Road.
- C. Public Grant Program, Rainbows and Unicorn Fun Run, Germantown Scholarship Fund, Karen Anderson, Fun Run, Kinderberg Park \$130 Park Reservation Fee.
- D. **Conditional Use Permit** to allow the operation of a landscape services business, retail sales of nursery products, and storage of commercial vehicles and equipment for MSTLC LLC, Agent for TLC Acres LLC and Matthew & Amy Seban, Property Owners – W210 N10738 Appleton Avenue.
- E. **Ordinance 04-2019** to Rezone from the A-1: Agricultural to A-2: Agricultural and Rs-1: Single-family Residential and 2-Lot **Certified Survey Map** application (CSM) for Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, Property Owners – 20 acres of vacant land located on Rockfield Road ½ mile west of Goldendale Road.
- F. **Conditional Use Permit** to allow the operation of a motor vehicle service and body repair shop, and **Ordinance 05-2019** to Rezone from the B-3: General Business & M-2: General Industrial to the B-5: Highway Business Zoning District for Rick A Weissman (Weissman Automotive), property owner-W140 N10455 Fond du Lac Avenue/STH 145.
- G. Resolution 32-2019, Ellaretee LLC Development Agreement.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, May 20, 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 15, 2019**

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

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

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter commented he is honored to serve a fourth term as Village President. President Wolter wished a Happy Holy Week, Happy Easter and Passover to all that are celebrating this week.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC

INTEREST/DEPARTMENT AND COMMITTEE REPORTS:

Trustees provided information on upcoming meeting dates and times.

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

Chris Yatchak of Brownstone Court came to the podium. He invited the community to attend a fundraiser at the American Legion Post called Laugh at the Legions on Saturday May 4th.

Don Montana of the Lions Club came to the podium. He spoke of starting a Lions Club in the Village of Germantown. The meeting will be on April 24th at the Library from 5 pm – 8 pm.

I. 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
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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
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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	04/16/2019 – 04/20/2022
Member	Jim Sedgwick	04/16/2018 – 04/20/2021

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 Rehklau	05/01/2017 – 04/20/2020
Alt. Member	Julie Reichert	05/01/2019 – 04/20/2022

- 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

MOTION (Myers/Baum) to approve All Appointments. Motion carried unanimously.

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.

MOTION (Baum/Myers) to approve Consent Agenda Items A-F. Trustee Zabel requested item D to be pulled. Roll Call Vote Carried Unanimously.

D. Operator's License Denial: Roger Olson III. [Recommended Denial]
MOTION (Hughes/Wing) to approve the Operator License for Roger Olson III. The Public Safety Committee Recommended Approval of the Operator License for Roger Olson III. Captain Snow came to the podium and stated that there is an automatic denial due to the felony conviction. The charges are from 2017 and the conviction was in 2018. The current employer has vouched for him and is installing security and monitoring. Motion Carried Unanimously.

OLD BUSINESS:

None.

PUBLIC HEARING:

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.

Director Retzlaff presented information on the Conditional Use Application for Zilber Property at W210 N12805 Gateway Crossing to Allow Grading & Filling within a 75' Navigable Waterway Setback. Director Retzlaff gave history to the Gateway Corporate Park. The Zilber Property group is moving forward with development two. The Plan Commission held a Public Hearing on April 8th and recommended approval.

President Wolter Read the Public Hearing Notice. The Public Hearing was opened at 7:18 p.m. No one spoke. President Wolter closed the Public Hearing at 7:19 p.m.

Keller Inc., Agent for ELLARETEE LLC and GGWW LLC, Property Owner – W204N12839 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.

Director Retzlaff presented information on the 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. The Site Location Map was shown. The proposed CSM was shown. Renderings were shown. The Conditional Use Permit is for the Dust Collection System. The Plan Commission held a Public Hearing on April 8th and recommended approval.

President Wolter Read the Public Hearing Notice. The Public Hearing was opened at 7:22 p.m. No one spoke. President Wolter closed the Public Hearing at 7:23 p.m.

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.

Director Retzlaff presented the Conditional Use Permit to Install and Operate a Wireless Communication Facility and 185.5' Monopole Tower. There will be space for four providers. The presentation included a site plan and site views. The Plan Commission recommended privacy slats. The tower profile was shown. There will be a 30 foot easement. Wisconsin Statutes 66.0404, The wireless siting law does override municipal regulation of wireless facilities. The Village cannot deny due to height, aesthetics, and property set-backs. Denial is effectively limited to an incomplete application or refusal for the applicant to co-locate in their search radius that can provide comparable service level. In this case there is a complete application and after an engineer assessment there is not a co-location opportunity in their search radius. The Federal Telecommunications Act of 1996 provides further limitations of municipality regulations.

The Plan Commission held a Public Hearing on April 8th and recommended approval.

President Wolter Read the Public Hearing Notice. The Public Hearing was opened at 7:27 p.m.

Jeff Madsen of Rockfield Road spoke against the tower. He spoke further concern of radio waves, truck traffic, and the maintenance of Rockfield Road.

President Wolter closed the Public Hearing at 7:31 p.m.

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.)

President Wolter reported that there would not be action on this item. The Plan Commission held a Public Hearing on April 8th. The Plan Commission action was to postpone the item until Veridian Homes presents a new plat closer to surrounding areas.

Director Retzlaff presented history of the rezoning. In December of 2018, the Village Board approved rezoning from A2 Agricultural to Rs-6. This action was reconsidered and rescinded in January of 2019. The application was sent back to the Plan Commission for further consideration for a development that is more consistent with surrounding neighborhoods. The application is for 27 single family lots on 14.7 acres. This is three less lots than the previous submittal. The Concept Plan Was shown. The proposed zoning is Rs-5 with a Planned Development Overlay. Previously, the Village Board did approve the 2020 Land Use Map Amendment to Low Density Residential. There are five wetlands, four will be filled.

President Wolter Read the Public Hearing Notice. The Public Hearing was opened at 7:36 p.m.

Phil Hudson of Windsong Circle West came to the podium. He spoke against the development.

Lilibeth Yao of Windsong Circle came to the podium. She commented on preference to Rs-4 zoning. She commented on a petition and presented the petition.

In order for a park to be considered the application needs to be withdrawn by Veridian or the School. And then the Village Board would need to discuss with the School.

President Wolter closed the Public Hearing at 7:46 p.m.

NEW BUSINESS:

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.

MOTION (Baum/Warren) to Approve Resolution 30-2019, Resolution Awarding the Sale of \$3,040,000 General Obligation Promissory Notes, Series 2019C; Providing the Form of the Notes; and Levying a Tax in Connection Therewith.

Phil Cosson of Ehlers came to the podium. He reported on the rating call. The resolution was updated to \$3,040,000 which is less than the previously authorized. Roll Call Vote Carried Unanimously.

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.

MOTION (Myers/Baum) to approve the 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. The Plan Commission did recommend approval. Motion carried unanimously.

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.

MOTION (Baum/Myers) to approve 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. Discussion ensued of paving and maintaining the drive. Nathan Ward of Lendlease came to the podium. He commented that the Fire Department reported the road was adequate for safety vehicles which is a 60,000 lb weight requirement. The Plan Commission did recommend approval. Motion carried. Zabel voted no.

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.

Director Retzlaff came to the podium. The Certified Survey divides the area into four parcels for future development. The proposed Certified Survey Maps were shown. The Plan Commission did recommend approval.

MOTION (Baum/Myers) to approve the 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. Motion carried unanimously.

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.

Director Retzlaff presented the existing zoning and wetland delineation. Previously the development was shown with 33 lots and now is with 35 lots. The difference is due to the filling of two wetlands.

MOTION (Baum/Myers) to approve the 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.

Zabel commented with concern of a sidewalk continuing from Tanglewood to Revere. The Village Engineer had reviewed and the area is proposed for a small storm water basin. AMENDMENT MOTION by Zabel to amend and continue the sidewalk from Tanglewood to Revere Lane with review by the Public Works Committee. Amendment Motion failed for a lack of a second.

President Wolter commented this is in his backyard. His neighbors are concerned with water puddling and to keep the drainage area open.

Original motion carried. Zabel voted no.

Resolution 31-2019, Wrenwood Development Agreement.

Attorney Brian Sajdak reported that the Public Works Committee did recommend approval of the development agreement with one change. Section 1.13, Recreation Trail, the Village agrees that if lot four does not develop they will be still be required to put in the bike path unless no other development has occurred.

Discussion ensued that Friestadt will be reconstructed in the next three years, 2022, and will probably install a bike path.

MOTION (Baum/Myers) to approve Resolution 31-2019, Wrenwood Development Agreement with the amendment from Public Works Committee.

AMENDMENT MOTION (Zabel/Wing) Section 1.06 the paved sidewalk/path along Country Aire Drive to Friedenfeld Park to match the existing pathway width and materials. Amendment Motion Carried.

AMENDMENT MOTION by Zabel for the developer to complete the sidewalk from Mequon to East, past the Railroad tracks to the House of Sausage. Motion failed for lack of a second.

Original Motion as amending section 1.06 carried. Zabel voted no.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:32 p.m.

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

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 28-2019

**SCHEDULE OF FEES AMENDMENT –
REGARDING HOUSE ADDRESS FIRE NUMBERS AND
EROSION CONTROL PERMIT FEES**

WHEREAS, the Village of Germantown does have a fee schedule for Erosion Control Permit Fees and House Address Fire Numbers; and,

WHEREAS, the Schedule of Fees needs to be updated for the House Address Fire Number Fee and update the Erosion Control Permit Fee; and,

NOW THEREFORE BE IT RESOLVED, that the Village Board approves of the Amendment to the Schedule of Fees to update the Erosion Control Permit Fee and the House Address Fire Numbers as attached.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: May 6, 2019

AGENDA ITEM: New Business Item

ITEM TITLE: Resolution No. 28-2019; House Address/Fire Safety Number & Erosion Control Permit Fee Increases

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

SUMMARY EXPLANATION:

Many of the Village's development and building-related permit fees and charges have not been updated since the last major fee schedule revision in 2008. Staff is requesting authorization to increase the following two items effectively immediately:

Erosion Control Permit Fee

Both the Engineering Division of the Public Works Department and the Inspection Services Division of the Community Development Department are involved in the plan review and inspection of new development construction sites to ensure erosion control measures are properly planned, installed and continuously functional before, during and after a site is under construction. With the number and size of new development construction sites increasing, Staff is committed to making sure that the erosion control measures for all construction sites are adequately planned and properly installed. To do so requires regular and consistent inspection and follow-up with contractors and developers. At the same time, Staff is aware that the costs associated with plan review and site inspection need to be paid by the developer/development creating the need for such services and should not be subsidized by the Village. To ensure both goals are met, Staff is recommending that the fees charged for erosion control permits issued by the Village be increased as presented below.

Table 1 presents a list of the current erosion control permit fees by category:

Table 1.

CURRENT FEE SCHEDULE			
Category	Fee/Rate	Min. Fee	Max. Fee
Single & Two-Family Lot/Site Construction	\$140 per lot	\$140	\$140
Residential Subdivision Site Construction	\$500 plus \$10 per lot	\$500	NONE
Multi-Family, Commercial, Industrial & Institutional Site Construction	\$170 plus \$5 for each 1,000 sqft of disturbed area	\$170	\$2,000
Other Site Filling/Grading Unrelated to Specific Development	\$3 per 1,000 sqft of disturbed area <1 acre PLUS \$1 per sqft > 1 acre	\$50	NONE

Table 2 presents a list of the recommended increases in fees charged for erosion control permits by category:

Table 2.

PROPOSED FEE SCHEDULE			
Category	Fee/Rate	Min. Fee	Max. Fee
Single & Two-Family Lot/Site Construction	\$140 per lot	\$150	\$150
Residential Subdivision Site Construction	\$1000 plus \$20 per lot	\$1,000	NONE
Multi-Family, Commercial, Industrial & Institutional Site Construction	\$500 plus \$10 for each 1,000 sqft of disturbed area	\$500	\$5,000
Other Site Filling/Grading Unrelated to Specific Development	\$5 per 1,000 sqft of disturbed area <1 acre PLUS \$3 per sqft > 1 acre	\$100	NONE

House Address/Fire Safety Number Fees

The Village's Uniform Address System (Municipal Code Section 8.12) requires all residences and businesses to be assigned a unique address based on a pre-determined control grid for the Village. Address coordinates for each building are required to be placed on the home or business in a conspicuous place. The Inspection Services Division of the Community Development Department determines and assigns address coordinates, and, provides property and business owners a standardized set of "house numbers" (i.e. aluminum tray with 2"x4" reflective ceramic tiles to be installed on the building) and "fire safety numbers" (i.e. a blue reflective aluminum plate to be installed at the driveway).

Inspection Services currently charges and collects \$20 + tax (\$21.12) per set of house numbers at the time a building permit is issued. Property owners are responsible for installing house numbers on their buildings. The \$20 charge has been in place for a number of years and is/was intended to cover the actual cost of materials and administrative cost to the Village. The cost of materials alone has increased over the years and today the Village pays an average of \$21.59 per set of house numbers. Staff is requesting authorization to increase the charge for a set of "house numbers" from \$20 to \$25 to cover both the actual material and administrative cost to the Village.

In addition to house numbers, Inspection Services also distributes the blue "fire safety number" plates that get installed at the driveway on properties with buildings outside of residential subdivisions where the building is set too far back from the public road. Resolution No. 15-04 establishes a charge of \$30 to be assessed to properties with new construction and/or for the maintenance (i.e. replacement) of existing fire number

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Resolution No. 28-2019; Fee Increases

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plates to cover both the cost of materials and installation. The blue fire safety number plates are produced by the Streets & Highways Division of the Public Works Department. The current cost to produce the blue plates along with the hardware needed for installation is \$56.44. It should be noted that this does NOT include the cost for actual installation (NOTE: Village staff does NOT install the blue safety number post or plates; the property owner is given the materials at the time the occupancy permit is issued with installation/location instructions).

Staff is requesting authorization to increase the charge for a blue "fire safety number" plate from \$30 to \$60 to cover the actual material and administrative cost to the Village.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 29-2019

**EMPLOYEE POLICY AND PROCEDURE MANUAL –
AMENDMENT TO FAMILY AND MEDICAL LEAVE POLICY &
ADDITION OF DISABILITY ACCOMMODATION POLICY**

WHEREAS, the Village of Germantown currently has an Employee Policy and Procedure Manual; and,

WHEREAS, the Village needs an update to the Family & Medical Leave policy and does not have a Disability Accommodation policy; and,

WHEREAS, new policy documents have been created and reviewed by staff and by the Village Labor Attorney; and,

WHEREAS, the General Government and Finance Committee has reviewed and recommended the attached Family & Medical Leave Policy and Disability Accommodation Policy as amendments to the current Employee Policy and Procedure Manual; and,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, does hereby adopt the Attached Family and Medical Leave Policy and Disability Accommodation Policy as amendments to the current Employee Policy and Procedure Manual.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: April 16, 2019

AGENDA ITEM: New Business

ITEM TITLES: Revisions to Policy & Procedure Manual for Family Medical Leave (FMLA) and Disability Accommodation

SUBMITTED BY: Michelle Tucker, Support Services Manager

SUMMARY EXPLANATION:

Because of updates to both federal and state law, as well as a need for process changes, Jill Pedigo Hall of Von Briesen & Roper has updated our Family and Medical Leave Act policy and procedures. In addition to that, she created a Disability Accommodation policy and associated procedures for staff.

Part of this process has included the creation of new forms and updating existing forms. Additionally, the staff procedures for processing both FMLA and accommodation requests have been updated to utilize the new Support Services position. Ms. Hall will be conducting a supervisor training on April 17th to cover these changes and to address some existing questions about how FMLA works.

Attached: Ordinance_____ Resolution__X__ Other_____

Recommendation:

Approve the Resolution to Amend the Policy Manual and send to Village Board.

Committee Action:

DISABILITY ACCOMMODATION

The Village of Germantown prohibits discrimination on the basis of disability. The Village is committed to providing equal employment opportunities to otherwise qualified individuals with known disabilities, which may include providing reasonable accommodation in those situations where a disabling condition prevents an employee from performing the essential functions of his or her position, as long as such assistance does not cause a hardship for the Village or create a direct threat to the employee's safety or that of others. All accommodation decisions are made on a case-by-case basis, taking into account the qualifications and the particular circumstances of the individual in relation to job-related criteria, as well as the Village's resources.

It is an employee's responsibility to notify Support Services of the need for accommodation. Upon doing so, the employee may be asked for his or her input regarding the employee's functional limitations and the type of accommodation the employee believes may be necessary to enable him or her to perform the essential functions of the job. If an employee will be seeking extended leave upon expiration of FMLA leave, the employee should make such a request as soon as he or she becomes aware of the need for extended leave. Accommodation requests will need to be supported by medical certification provided to Support Services. If the request is for extended leave, the medical information must be provided on or before the date the extended leave is requested. Also, when appropriate, the Village may require the employee requesting accommodation to provide additional medical certification related to the employee's condition or to give his or her permission to obtain additional information from the employee's physician or other medical or rehabilitation professionals.

After it has been provided all necessary information, the Village will work with the employee to determine if it can provide to the employee a reasonable accommodation that will be effective in allowing the employee to perform the essential functions of or to return to the employee's job if the employee has been on a medical absence. All medical information regarding the employee's condition will be maintained in a separate, confidential folder and will, to the extent possible, be kept confidential and be revealed only to those persons the Village has determined have need to know the information.

Family and Medical Leave Policy

It is the policy of the Village of Germantown to provide family and medical leave as required by state and federal laws. This Policy does not necessarily incorporate all provisions of such laws directly into the Village's personnel policies. Posters summarizing federal and state FMLA laws can be found with other employment-related postings. In addition, you may contact Support Services if you have specific questions.

Leave taken under this Policy may be covered by federal law, state law, or both. The eligibility and entitlements are defined differently under federal and state law. When leave taken by an eligible employee under this policy is governed by both federal and state law, the more generous provisions will control in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this policy. You should note that certain leaves may be covered by both state and federal law for only a portion of the leave. To the extent permitted by law, time off that is qualifying leave under the federal FMLA and under the Wisconsin FMLA, will run concurrently (i.e. at the same time) with leave granted under other Village policies.

You may be required to provide advance notice and certain information as set forth below to be eligible for leave under this Policy. You may also be required to submit leave requests in writing when circumstances and applicable law permit. After you provide the Village the required information, the Village will evaluate it and make a determination as to whether the absence qualifies as FMLA leave. The Village will notify you of its final determination. If you fail to provide the Village with the required information within the time specified, your absence will be unexcused. If the time off is FMLA qualifying, the leave will be designated as such and you will receive notice of the designation, along with information on the specifics of the leave, consistent with this policy. Use of other leaves provided by the Village for the reasons covered by law, will be treated as use of leave under this Policy whenever applicable law allows.

If it is determined that the leave does not qualify, then any absence shall be subject to the terms of the Village's attendance policy. The Village has the right to designate qualifying leave as FMLA whether or not the employee specifically requests it.

Section 1 – Eligibility Requirements.

To be eligible for federal FMLA leave, you must have been employed by the Village for at least 12 months, must have worked at least 1,250 hours during the 12-month period immediately prior to the start of the requested leave, and must be employed at a worksite where 50 or more employees are employed by the Village within a 75-mile radius. To be eligible for leave under the Wisconsin FMLA, you must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours.

Section 2 – Amount and Types of Leave Available.

Under the guidelines set out in this Policy and in accord with the law, the Village will grant an eligible employee up to twelve (12) workweeks of unpaid federal FMLA leave within a rolling 12-month period for the following reasons:

- the birth or placement of a child for adoption or foster care
- to care for the employee's covered family member suffering from a serious health condition

- for the employee's own serious health condition
- for any "qualifying exigency" arising as a result of the employee's child, parent or spouse serving on active military duty in support of contingency operations.

In addition, if you are eligible for federal FMLA leave as defined in this policy, you may be entitled to take a total of up to twenty-six (26) workweeks of unpaid federal FMLA leave in a single twelve-month period, to care for a covered service member who has incurred a serious injury or illness in the line of duty. ("Military Caregiver Leave") During that twelve-month period, you will be entitled only to a combined total of 26 workweeks of federal FMLA leave for service member care and for any other federal FMLA purpose.

When a husband and wife both work for the Village, they are limited to an aggregate of 12 workweeks of federal FMLA leave for birth, adoption/foster care, care of a seriously ill parent, or a qualifying exigency. Up to a combined total of 26 weeks may be used to care for a seriously ill or injured military service member.

Federal FMLA leave will run concurrently, when applicable, with the total of ten (10) workweeks of Wisconsin FMLA leave which is specifically allocated over a calendar year as follows:

- Two (2) workweeks for an employee's own serious health condition;
- Six (6) workweeks related to the birth or adoption of a child; and
- Two (2) workweeks to allow an employee to care for a parent, parent-in-law, spouse, registered domestic partner or child due to their incapacity caused by a serious health condition

Applicable Definitions:

"Domestic Partner" for this purpose includes only those individuals who were registered as domestic partners under Wisconsin Law before April 1, 2018.

"Child" under this paragraph includes a biological, adopted or foster child, a stepchild, legal ward, or a child for whom you have assumed the obligations of a parent and who is either under 18 years of age, or is unable to care for him or herself due to a physical or mental disability.

For purposes of Wisconsin FMLA only, "Parent" includes the parent of an eligible employee's spouse or registered domestic partner.

"Serious Health Condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves any of the following:

- (1) Any period of incapacity or treatment connected with inpatient care
- (2) A continuing period of incapacity and/or any subsequent treatment relating to the same condition that also involves continuing treatment by or under the supervision of a health care provider
- (3) Incapacity due to a chronic serious health condition that also involves periodic treatment by a health care provider.
- (4) Any period of incapacity due to pregnancy or prenatal care

(5) A period of incapacity due to a permanent or long-term condition for which treatment may not be effective, but for which the employee or family member must be under the continuing supervision of a health care provider.

6) Any period of absence to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity in the absence of medical intervention or treatment.

In most cases, a short-term condition, such as a cold, flu, earache, upset stomach, or other minor ailment would not qualify as a serious health condition. It also does not include routine treatment, doctor or dental visits. Conditions for which cosmetic treatments are administered are generally not considered to be serious health conditions.

See Support Services to determine whether your request for leave qualifies under one of the above categories.

Section 3 – Calculating Available Leave.

- (1) To determine the amount of federal FMLA leave to which an employee is entitled for a *specific* leave request, the Village uses a rolling 12-month period looking backward from the start of the new leave to determine how much leave has been used in the preceding 12-month period. Each time an employee takes federal FMLA leave the remaining federal leave entitlement is the balance of the 12 weeks which has not been used during the immediately preceding 12 months.
- (2) Entitlement to Wisconsin FMLA leave is calculated based on what specific Wisconsin FMLA has been used in the calendar year.
- (3) If an employee experiences a serious health condition, and is eligible for benefits under the Village's Short-term Disability Plan, the Village will designate the employee's absence as FMLA leave. If an employee suffers a work-related injury that qualifies as a serious health condition, FMLA leaves provided under this Policy will be considered as taken along with the leave required under the worker's compensation laws.

Section 4 – Leave Request Process.

- (1) Except in situations where an employee is unable to provide a written request because of the need for emergency health care, the employee is to provide Support Services with a written application for family or medical leave prior to the requested start of the leave.
- (2) In cases where the need for the leave is foreseeable, the request is to be made at least 30 days prior to the beginning of the anticipated leave. In cases where the need for the leave does not become known more than 30 days in advance, the request is to be made as soon as the employee becomes aware of the need for leave. In all cases, the employee must comply with the Village's standard call-in procedures for absences. However, calling in sick, without providing additional information, is not sufficient notice of the need for FMLA leave.
- (3) All requests must be submitted on an FMLA Request Form which can be obtained from

Support Services. The Form must be fully completed including the beginning and ending dates of the leave. The employee must notify Support Services in advance if the date of return changes.

- (4) An employee undergoing planned medical treatment or requesting intermittent or reduced schedule leave, is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Village's operations. Failing to provide reasonable notice or work with your supervisor on the timing of the leave may result in the delay, denial or cancellation of FMLA leave.
- (5) The Village may delay the taking of a requested leave until at least 30 days after the date the employee provides notice when the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care or other reasonable excuse.
- (6) The employee who does not return to work at the end of the FMLA leave will be considered to have voluntarily terminated unless the employee was unable to return due to a continuing serious health condition, health care emergency, or other reasonable excuse. In that circumstance, the employee must provide advance notification to the Village of inability if practicable.

Section 5 – Certification Requirements.

- (1) If leave is requested due to an employee's own serious health condition, the serious health condition of the employee's spouse, domestic partner, child or parent, or for military medical leave the Village requires that the leave request be supported by certification issued by the employee's health care provider or the health care provider of the spouse, domestic partner, child, parent or next of kin. The Village reserves the right to have certified all information permitted by law. The Medical Certification Form can be obtained from Support Services.
- (2) The employee must return the fully completed certification to Support Services within fifteen (15) days from the date the employee is provided the medical certification form. Failure to provide the Village with timely and responsive certification from a health care provider within fifteen (15) days of the Village's request for certification may result in denial of the leave. If you submit a certification which is insufficient or incomplete, the Village will require you to provide a corrected certification within seven (7) days.
- (3) Where medical leave is involved, the Village may, at its expense, require the employee or a family member to obtain the opinion of a second health care provider chosen by the employer. If a dispute exists, a third opinion may be secured.
- (4) The Village will require an employee to recertify the medical condition as allowed by law.
- (5) The Village may require an employee to provide a fitness for duty certification prior to returning from a leave for the employee's serious health condition.
- (6) Failure to provide timely certifications may result in denial or delay of the leave.
- (7) If leave is requested for other non-medical purposes, the Village may require certification or additional documents pertinent to that leave request, such as a copy of the birth or

placement documents, confirmation of a family, *in loco parentis* or domestic partner relationship or reflecting the military exigency purpose.

Section 6 – Intermittent or Partial Leave

- (1) An employee may take intermittent leave, whenever certified as medically necessary or otherwise required, to care for a qualifying family member with a serious health condition or their own illness, or for military-related leaves. Also, if the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimum disruption for the Village. The smallest increment for partial leave is the smallest measure of time that employees are able to take time for any non-emergency leave.
- (2) Where the need for intermittent leave or leave on a reduced work schedule is foreseeable based on planned medical treatment, the Village may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates the recurring leave.
- (3) Federal FMLA leave for the birth, adoption or foster care placement of a child may be taken intermittently or on a reduced leave schedule only with permission of the Village. An employee must request the leave and obtain written approval for such leave before the federal FMLA leave begins. When leave for birth or adoption is taken under the Wisconsin FMLA, the leave may be taken intermittently or on a reduced schedule as long as the employee works with the Village to schedule the leave so as to create minimum disruption for the Village. Federal FMLA leave related to birth, adoption or foster care must be used within one year of the birth or placement of the child. Requested intermittent or reduced schedule leave for any Wisconsin FMLA portion of leave related to birth or adoption must begin no later than sixteen (16) weeks after the actual birth or placement.

Section 7 – Pay Status and Substitution.

FMLA leave is generally unpaid. However, an eligible employee may request use of paid leave – “substitute” – accrued and available paid leave under certain circumstances during the time the employee is on FMLA leave:

- (1) An employee may substitute any or all of the employee’s accrued and available paid leave of any type provided by the Village during Wisconsin FMLA leave.
- (2) When an employee is using solely federal FMLA leave for the employee’s own serious health condition, the Village will require the employee to use the balance of the employee’s sick, vacation, or personal leave during that period of federal FMLA leave.
- (3) When the employee is using solely federal FMLA leave for any leave except leave for the employee’s serious health condition, the Village will require him to use accrued vacation or personal time balance. No employee may substitute use of sick accrual for any federal FMLA leave except that for the employee’s own serious health condition.
- (4) For FMLA leaves governed exclusively under federal law, the employee must meet all notice and eligibility policy requirements governing the paid leave, unless the Village

specifically waives the provisions. If an employee fails to meet the paid leave policy requirements, the solely federal FMLA leave will be unpaid.

Section 8 – Continuation and Accrual of Benefits During Leave

- (1) Coverage under any group health plan will be maintained for the duration of an eligible employee's leave at the same level and under the same conditions as if the employee continued to work. This means that in order to continue group health coverage during the employee's FMLA leave the employee must continue to pay the same share of the health insurance premiums as the employee did prior to leave. The Village will also continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law.
- (2) It is the employee's responsibility to make arrangements with Support Services for making premium payments for group health insurance during leaves. For employees using paid leave during FMLA, the employee's share of premiums will be paid through the Village's normal payroll deduction method. If an employee is on unpaid FMLA leave, the employee must make advance arrangements with Support Services to make timely payments.
- (3) To the extent permitted by law, the Village reserves the right to require an employee to place up to eight weeks' health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty days late.
- (4) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
- (5) Benefits will not accrue during unpaid FMLA leave. However, if an employee uses accrued paid leave during FMLA leave, benefits will accrue as indicated by Village Policy during use of that paid leave.

Section 9 – Leave Status and Return to Work

- (1) While on continuous FMLA leave, the Village requires an employee to periodically confirm leave status and the employee's intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Village.
- (2) A returning employee must contact Support Services and his or her supervisor during business hours to confirm the employee's return to work date. Employees returning from FMLA leave should notify their supervisor/manager of their availability immediately upon being released to return to work by their health care provider.
- (3) Employees able to return to work prior to their approved leave end date must notify Village Support Services preferably at least one (1) week, but no later than two (2) working days, prior to their new return date.
- (4) If leave is due to the employee's serious health condition, s/he may be required to present certification of fitness for duty to Support Services upon returning to work.
- (5) An employee returning from FMLA leave, will be entitled to reinstatement to the same

job or an equivalent job with the same pay, benefits, and terms and conditions of employment as if the employee had continued working. However, this right to reinstatement will not apply if leave continues after the FMLA leave is exhausted or if the employee indicates that he or she will not return to work at the Village from FMLA leave. This policy does not entitle an employee to any right, benefit, or position of employment other than those to which the employee would have been entitled had the employee not taken leave. The Village reserves all rights concerning restoration of employment or denial of same under state or federal law.

**VILLAGE OF GERMANTOWN
GENERAL GOVERNMENT & FINANCE COMMITTEE
MEETING MINUTES
April 16, 2019**

CALL TO ORDER: The meeting was called to order at 6:00 p.m. by Chairperson Zabel.

ROLL CALL: Present: Chairperson Zabel, Trustee Members: Baum, Miller, and Kaminski. Also present: Clerk Braunschweig, Finance Director Rath, Director Schroeder, Engineer Nitschke, and Manager Tucker.

APPROVAL OF MINUTES: March 11, 2019 – **MOTION (Baum/Miller) to approve the March 11, 2019 minutes. Motion carried unanimously.**

PUBLIC COMMENT: No public comment.

NEW BUSINESS:

- A. Resolution 28-2019, Amendment to Schedule of Fees Regarding House Address / Fire Numbers and Erosion Control Permit Fees
Motion (Baum/Miller) to recommend Resolution 28-2019, Amendment to Schedule of Fees Regarding House Address / Fire Numbers and Erosion Control Permit Fees. Motion carried unanimously.
- B. Acceptance of the 2018 Germantown Water Utility Annual Report to the Public Service Commission of Wisconsin.
Motion (Baum/Miller) to Accept the 2018 Germantown Water Utility Annual Report to the Public Service Commission of Wisconsin. Motion carried unanimously.
- C. Resolution 29-2019, Amendment to the Employee Policy and Procedure Manual, Amendment to the Family and Medical Leave Policy and the Addition of the Disability Accommodation Policy.
Motion (Baum/Miller) to recommend Resolution 29-2019, Amendment to the Employee Policy and Procedure Manual, Amendment to the Family and Medical Leave Policy and the Addition of the Disability Accommodation Policy. Michelle Tucker introduced the amendment to the FLMA policy and the addition of the Disability Accommodation Policy as written by the labor attorney's office. Motion carried unanimously.

OLD BUSINESS:

- A. Update on Fire Station 1.
No Updates.

REPORTS:

- A. **Monthly Year to Date Financials:**
1. Revenue and Expense Report All Funds: Finance Director Rath reviewed the reports.
2. Health and Dental Plans: Director Rath reviewed the reports.
Impact Fees Financial Reports: The report was reviewed.
- B. **Accounts Payable:** March 10, 2019, March 25, 2019 and April 10, 2019 payables were reviewed.
- C. **Code Violation Reports:** The reports were reviewed.
1. Building Inspection Department.
2. Planning Department.
- D. **C.I.P. PROJECTS:** The reports were reviewed.
- E. **Letter of Credit Summaries:** The Letter of Credit Summaries were reviewed.
1. Building Inspection Department – Reviewed.
2. Public Works Department– Reviewed.
3. Planning Department – None.
- F. **Summary of all Village Contracts:** The Report was reviewed.

SCHEDULE NEXT MEETING: The next meeting will be on May 20, 2019 at 6:00 pm.

ADJOURNMENT: Chairman Zabel adjourned the meeting at 6:31 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna Braunschweig
Village Clerk

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

MEETING DATE: Monday, May 6, 2019

AGENDA ITEM: New Business

ITEM TITLE: Authorize Sale of Fermented Malt Beverages at Firemen's Park

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

In June 2018, the village held the grand opening of the Gehl's Performing Arts Pavilion in Firemen's Park. As part of the new Music at the Pavilion Entertainment Series, the Germantown Park & Recreation Department will be sponsoring five concerts showcasing area music from a variety of genres.

As part of the event planning, staff has been discussing various options for incorporating a Beer Garden. Staff feels the Park & Recreation Department is the best option for operating the beer garden for the 2019 season. We will utilize full-time and seasonal staff along with volunteers from various community organizations. The park and recreation supervisory staff that will oversee the beer garden will have their Wisconsin Responsible Beverage Service license.

Section 125.06 (6) of the Wisconsin Statutes provides that employees of the municipality can sell fermented malt beverages in parks when authorized by the legislative body. The resolution that is included for action will provide us that authorization.

The monies generated from the Beer Garden would be placed in the Recreation Facility Fee Fund's Non-lapsing Account to help offset the ongoing costs of sponsoring the Music at the Pavilion Concert Series.

ATTACHMENT: ORDINANCE_____ RESOLUTION__X__ OTHER_____

RECOMMENDATION:

Staff recommends the Public Safety Committee and Village Board adopt the resolution.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 27-2019

**AUTHORIZATION FOR THE SALE OF FERMENTED MALT BEVERAGES IN
THE VILLAGE PARKS BY VILLAGE EMPLOYEES AND VILLAGE OFFICERS**

WHEREAS, the Recreation Department sponsors programs and events in the Village Parks at which the Sale of Fermented Malt Beverages is appropriate; and,

WHEREAS, Wisconsin Statutes 125.06, License and Permit Exceptions, (6) Public Parks, provides that no license or permit for the Sale of Fermented Malt Beverages is required if the Sales take place in a Village Park, the Sales are conducted by employees or officers of the Village and the Sales are authorized by an ordinance, rule or regulation enacted by the Village Board; and,

WHEREAS, the Public Safety Committee recommended to authorize such sales; and,

WHEREAS, the Village Board wishes to authorize such sales; and,

NOW, THEREFORE, Be It Resolved that the Village Board approves of the Sale of Fermented Malt Beverages without permit or license in the Village Parks by employees or officers of the Village, authorized pursuant to Wisconsin Statutes 125.06 (6).

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

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, May 6, 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 filed for a CONDITIONAL USE PERMIT to allow the following uses on the property described below: (1) operation of a landscape services business that provides services including: landscape maintenance, landscape and hardscape construction, athletic field maintenance, and snow management; (2) retail sales of nursery products not raised on the property; and (3) storage of commercial vehicles and equipment, pursuant to Sections 17.07(3)(a), 17.12(2)(l) and 17.12(2)(gg) of the Village Zoning Code:

Applicant: MSTLC LLC, Agent for TLC Acres LLC and Matthew & Amy Seban, Property Owners

Property: W210 N10738 Appleton Avenue (Tax Key: GTNV 304-959)

THAT PART OF THE NORTHEAST $\frac{1}{4}$ AND NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ SECTION 30, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST $\frac{1}{4}$ CORNER, SECTION 30-9-20, THENCE SOUTH 0 DEGREES 27' 58" EAST ON THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 1,222.00 FEET; THENCE SOUTH 89 DEGREES 32' 02" WEST, 670.00 FEET; THENCE 0 DEGREES 27' 58" WEST, 118.80 FEET; THENCE SOUTH 81 DEGREES 32' 02" WEST, 863.51 FEET; THENCE NORTH 55 DEGREES 27' 58" WEST ON THE CENTER LINE OF APPLETON AVENUE 113.65 FEET; THENCE NORTH 55 DEGREES 21' 58" WEST ON SAID CENTER LINE 148.60 FEET; THENCE NORTH 53 DEGREES 08' 58" WEST ON SAID CENTERLINE 107.70 FEET; THENCE NORTH 44 DEGREES 39' 18" WEST ON SAID CENTER LINE 203.19 FEET; THENCE NORTH 40 DEGREES 55' 06" WEST ON SAID CENTER LINE 199.71 FEET; THENCE NORTH 54 DEGREES 23' 20" EAST, 669.00 FEET; THENCE NORTH 75 DEGREES 12' 40" WEST, 310.40 FEET; THENCE NORTH 64 DEGREES 10' 40" WEST, 471.50 FEET; THENCE SOUTH 89 DEGREES 30' 20" WEST, 175.40 FEET; THENCE NORTH 26 DEGREES 14' 40" WEST, 36.70 FEET; THENCE NORTH 89 DEGREES 30' 20" EAST ON THE EAST $\frac{1}{4}$ LINE OF SAID SECTION 2,463.18 FEET TO THE POINT OF BEGINNING CONTAINING 53.39 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:

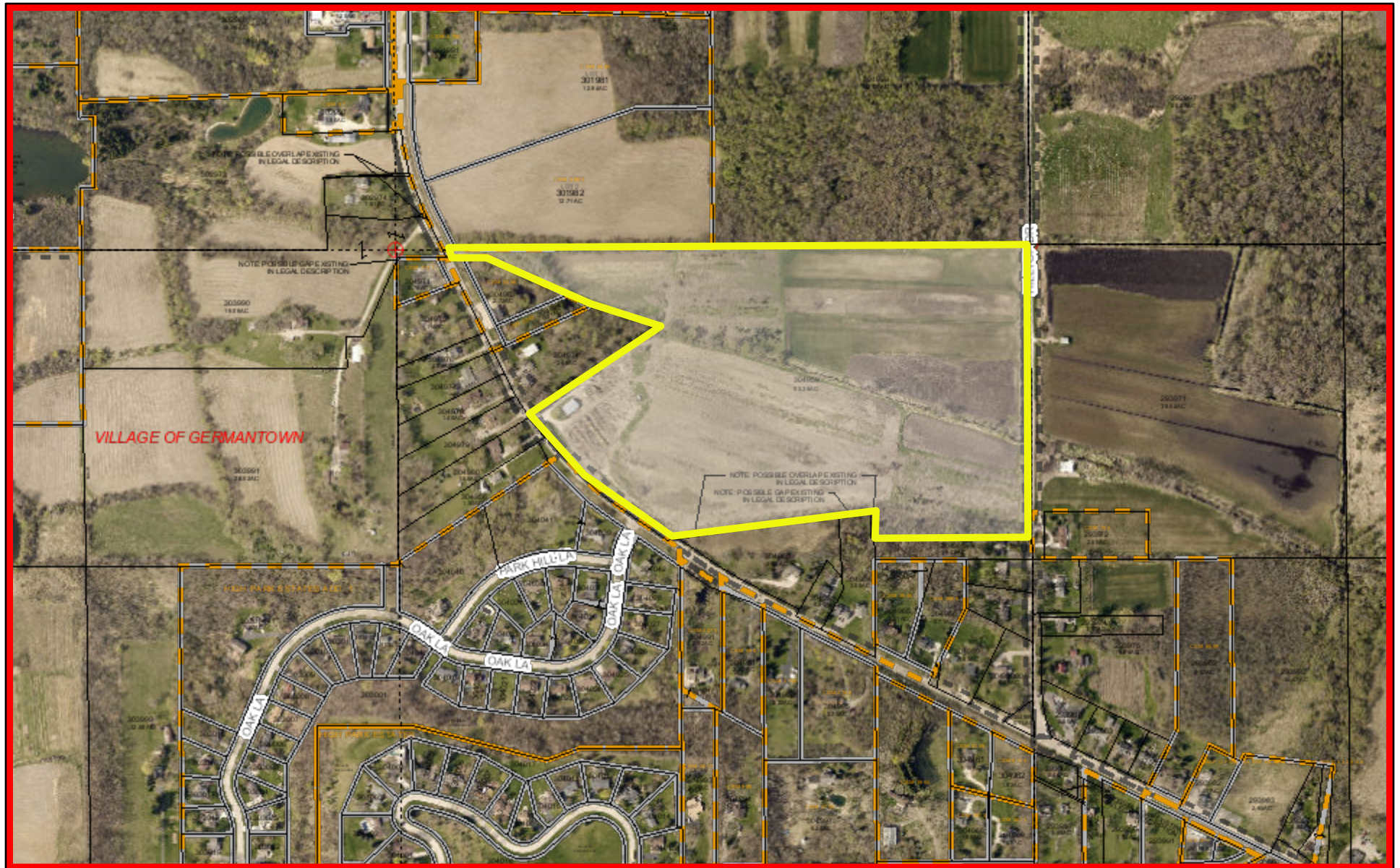
<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

Deanna Braunschweig, Village Clerk

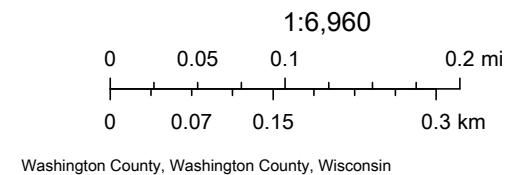
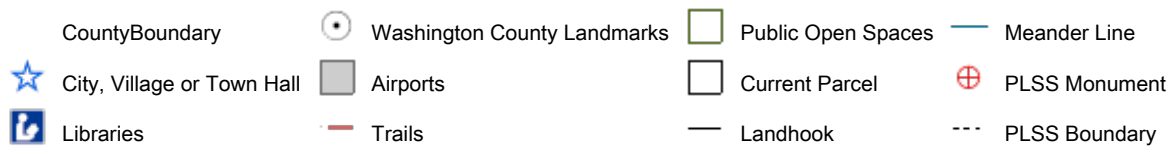
Dated this 20th day of March 2019

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

Matt & Amy Seban-MSTLC Property



March 25, 2019



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, May 6, 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 REZONING application to rezone the property described below from the A-1: Agricultural Zoning District to the A-2: Agricultural & Rs-1: Single-Family Zoning District:

Applicant: Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, Property Owners
Property: 20 Acres of Vacant Land located on Rockfield Road ½ Mile West of Goldendale Road
(Tax Key: GTNV 071-997)

The W 1/2 of the SW 1/4 of the NE 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 7; thence N 89°33'23" W, along the south line of said NE 1/4, 1981.18 feet to the point of beginning of lands herein described; thence continuing N 89°33'23" W, along said south line of the NE 1/4, 660.39 feet to the center of said Section 7; thence N 01°43'13" W, along the west line of said NE 1/4, 1300.03 feet to the northwest corner of said SW 1/4 of the NE 1/4; thence N 89°58'00" E, along the north line of said SW 1/4 of the NE 1/4, 661.51 feet to the northeast corner of said W 1/2 of the SW 1/4 of the NE 1/4; thence S 01°39'48" E, along the east line of said W 1/2 of the SW 1/4 of the NE 1/4, 1305.49 feet to the point of beginning. Containing 19.756 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:

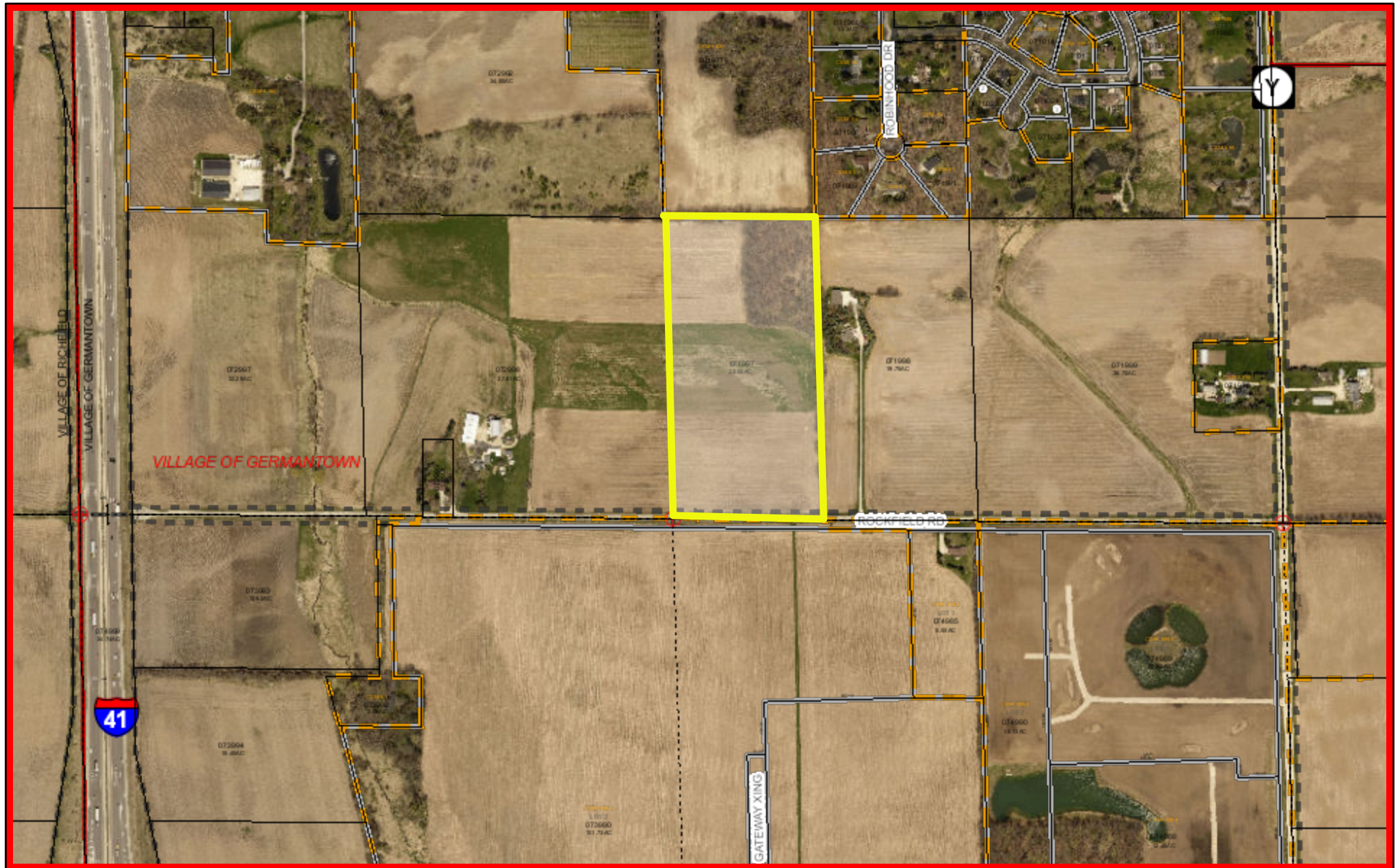
<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

Deanna Braunschweig, Village Clerk

Dated this 20th day of March 2019

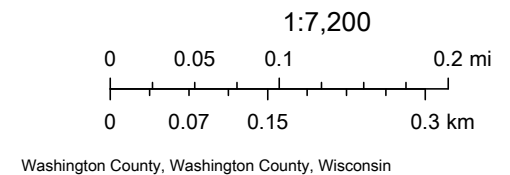
To Be Published On: March 27th and April 3rd, 2019

Stephan 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 |



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, May 6, 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: (1) to REZONE the property described below from the B-3: General Business & M-2: General Industrial Zoning Districts to the B-3: General Business Zoning District or other suitable business zoning district deemed appropriate by the Village; and (2) for a CONDITIONAL USE PERMIT to allow the operation of a motor vehicle service and body repair shop from the property described below pursuant to Section 17.30(3) of the Village Zoning Code:

Applicant: Quam Engineering LLC, Agent for Rick A. Weissman (Weissman Automotive), Property Owner
Property: W140 N10455 Fond du Lac Avenue/STH 145 (Tax Key: GTNV 264-996)

Lot 3 of Certified Survey Map No. 4534, in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 4.11 acres.

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:

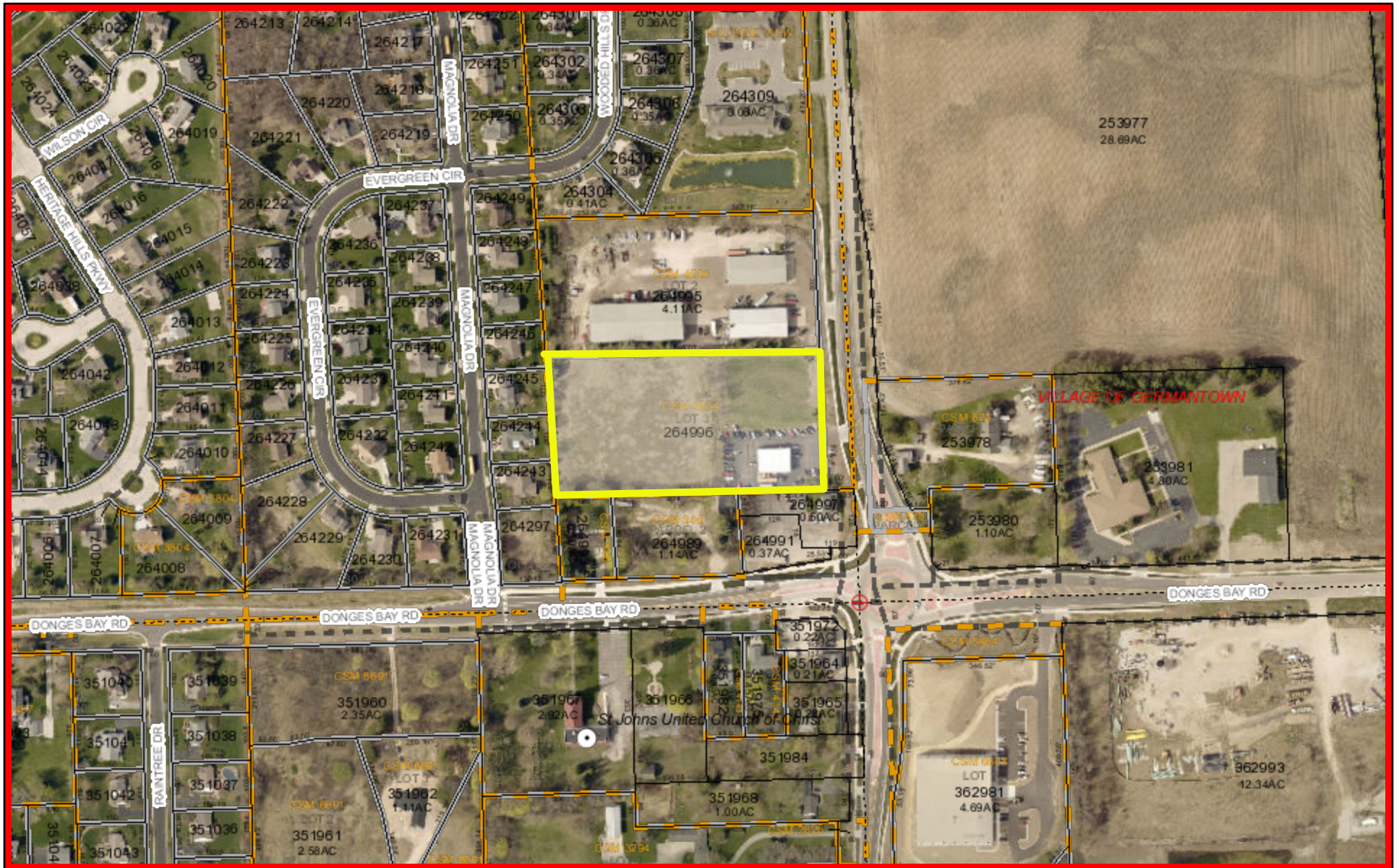
<http://www.village.germantown.wi.us/589/5318/Current-Projects-Under-Review>

Deanna Braunschweig, Village Clerk

Dated this 20th day of March 2019

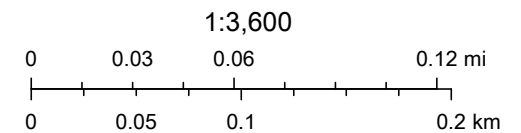
To Be Published On: March 27th and April 3rd, 2019

Weissman Automotive 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 |



Washington County, Washington County, Wisconsin

ArcGIS WebApp Builder

**VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM**

Application Date: 2/12/19 ****DEADLINE 60 DAYS BEFORE FIRST EVENT**

Organization/Group Name: G-town scholarship fund
Address: Community
Phone: _____

Applicant **Name:** Karen Anderson
Address: 500 Oakwood Dr. Thiensville
Phone: 414-202-6389
Email: karen.anderson99@yahoo.com

Purpose or Mission Statement: To raise money to provide 1-2 scholarships to graduating seniors of GHS.

EVENT #1: _____ **Date(s) Of Event:** 5/19/19
Event Description: Liz Perry Rainbows & Unicorns Fun Run/Walk

Estimated Attendance: 100-150 **Times of Event:** 8:00 am - 2:00 pm
Location of Event: Kinder

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

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

Estimated Attendance: _____ **Times of Event:** _____
Location of Event: _____

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

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

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

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

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

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

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

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

Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

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

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

★

How will the event(s) benefit the Village of Germantown? This event is to provide 1-2 scholarships to a graduating senior(s) at GLHS in the memory of our dear friend & family member Liz Perry, who died from the flu Feb. 5, 2018. She was a specialized teacher at County Line School for 25 years. Liz was an amazing G-town educator, a dedicated teacher to the many children she served. Liz's death left a big hole at County Line School, as well as for her family & friends. This will be the 2nd annual Liz Perry Rainbows & Unicorns Fun Run/Walk. Money raised benefits GLHS students who intend to major in Special Education, as well to help keep her memory alive.

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

Date: 2/12/19

Karen R. Anderson
Signature Karen R. Anderson
Print Name of Signature
500 Oakwood Dr.
Street Address
Thornville, WI 53092
City, State & Zip Code

Additional information to be included with submission of application:

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

*130 park
res. fee*

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

(Office use only)

Date received by Village Clerk: _____

Date to Village Board: _____

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

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

Date and signature of Clerk staff verification _____

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

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

Date submitted, initials of person submitting request & amount requested _____

CUP # 08-19

Document No.

CONDITIONAL USE PERMIT

Document Title

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
 CONDITIONAL USE ZONING PERMIT

Whereas the Applicant:

**Matthew & Amy Seban, Agents for TLC Acres LLC,
 Property Owner**

agrees to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all land uses and activities conducted on the property will conform with the applications and supporting information filed with and approvals granted by the Village for the purpose of obtaining this permit.

Therefore, this permit is issued to the Applicant to allow: (1) the operation of a landscape services business that provides services including: landscape maintenance and construction services business; (2) the retail sale of nursery products not raised on the property; and (3) the storage of commercial vehicles and equipment on the property located at W210 N10738 Appleton Avenue pursuant to Section 17.07(3)(a), 17.12(2)(l) & 17.12(2)(gg) of the Village Zoning Code.

Name & Return Address:

**Village of Germantown
 P.O. Box 337
 Germantown, WI 53022**

Parcel Identification No:

GTNV 304-959

**On the following described property located in the Village of Germantown,
 Washington County, Wisconsin:**

That part of the NORTHEAST $\frac{1}{4}$ and NORTHWEST $\frac{1}{4}$ of the SOUTHWEST $\frac{1}{4}$ of Section 30, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows: beginning at the EAST $\frac{1}{4}$ corner, SECTION 30-9-20, thence South $0^{\circ} 27' 58''$ East on the east line of the Southeast $\frac{1}{4}$ of said Section 1,222.00 feet; thence South $89^{\circ} 32' 02''$ West, 670.00 feet; thence $0^{\circ} 27' 58''$ West, 118.80 feet; thence South $81^{\circ} 32' 02''$ West, 863.51 feet; thence North $55^{\circ} 27' 58''$ West on the center line of Appleton Avenue 113.65 feet; thence North $55^{\circ} 21' 58''$ West on said center line 148.60 feet; thence North $53^{\circ} 08' 58''$ West on said center line 107.70 feet; thence North $44^{\circ} 39' 18''$ West on said center line 203.19 feet; thence North $40^{\circ} 55' 06''$ West on said center line 199.71 feet; thence North $54^{\circ} 23' 20''$ East, 669.00 feet; thence North $75^{\circ} 12' 40''$ West, 310.40 feet; thence North $64^{\circ} 10' 40''$ West, 471.50 feet; thence South $89^{\circ} 30' 20''$ West, 175.40 feet; thence North $26^{\circ} 14' 40''$ West, 36.70 feet; thence North $89^{\circ} 30' 20''$ East on the East $\frac{1}{4}$ line of said Section 2,463.18 feet to the point of beginning . Containing 53.39 Acres.

W210 N10738 Appleton Avenue; Tax Key: GTNV 304-959

Pursuant to the following condition(s):

1. The uses and activities allowed on the property shall be limited to those uses and activities and relative locations specified in the conditional use permit (CUP) application and supporting documents dated February 26, 2019. The size and relative location of those areas within the property from which said uses and activities are permitted are limited to that presented in the detailed site plan and description submitted with the supporting documents. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village. The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities

authorized under this CUP to the Village Planner.

2. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premise advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
3. In the event the Village receives complaints regarding noise negatively affecting the nearby residential neighborhood and adjacent properties, including but not limited to noise from truck-mounted backup alarms, the Owner/Operator shall work cooperatively with the Village to mitigate the noise and resolve the issue. The Owner/Operator shall implement the measures and practices described in the application and supporting documents to mitigate noise, dust and traffic impacts on the surrounding area on a continual basis.
4. Site improvements, buildings, shelters, parking areas, signage, exterior lighting and any other improvements on the property that benefit the vehicles, equipment, materials, employees, and/or customers of or are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
5. The area leased to MSTLC/Total Lawn Care for purposes of parking and storage of vehicles and equipment shall be visually buffered in some manner from the residential properties to the north, west and south. This requirement is not intended to require a complete opaque visual screen, but rather a buffer comprised of either landscape plantings and trees, fencing, berming or a combination, that lessens the impact of viewing commercial vehicles that are primarily used by and for the MSTLC/Total Lawn Care business and not the tree nursery. A detailed grading and landscape plan for the required visual buffer and the "landscape berm" shown in the Site Plan shall be prepared and submitted to the Village Planner for review and approval within six (6) months after issuance of the CUP.
6. No inoperable vehicles, trailers, equipment, junk or trash that may negatively affect the nearby residential areas and adjacent properties shall be kept on the property.
7. 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 permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
8. Residential or other non-agricultural uses not permitted "by right", as an accessory use or authorized under this CUP may constitute a violation of the Village's Zoning Code or this CUP.
9. Matt Seban shall notify the Community Development Department-Planning & Zoning Services Division on the date that Tier 2 is fully completed and has ceased filling operations.

10. The Conditional Use Permit shall come back to the Plan Commission for review in one (1) year after Village Board approval and include a public hearing.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2019.

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC, 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 B. 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

As agent for TLC Acres LLC, property owner, and business operator, we hereby accept the terms and conditions set forth herein and realize that non-adherence to the terms and conditions as stated herein may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

Matthew Seban, Agent for TLC Acres LLC, Property Owner

Amy Seban, Agent for TLC Acres 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: _____

#

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: May 6, 2019

AGENDA ITEM: Public Hearing & New Business [CONDITIONAL USE PERMIT]

ITEM TITLE: Matt & Amy Seban, MSTLC LLC, agents for TLC Acres LLC and property owners, are requesting approval of a Conditional Use Permit (CUP) to Allow the Operation of a Landscape Maintenance and Construction Services Business, and, the Retail Sale of Nursery Products Not Raised on the Property.

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

SUMMARY EXPLANATION:

Matt & Amy Seban, MSTLC LLC, agents for TLC Acres LLC and property owners of a 53.4-acre property located at W210 N10738 Appleton Avenue, are requesting approval of a Conditional Use Permit (CUP) to allow the operation of a landscape maintenance and construction services business, and, the retail sale of nursery products not raised on the property.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE a conditional use permit (CUP) for Matthew and Amy Seban to allow the operation of a landscape maintenance and construction services business, and, the retail sale of nursery products not raised on the 53.4-acre TLC Acres LLC property located at W210 N10738 Appleton Avenue subject to ten (10) 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.

The public hearing was closed at 7:44 pm.

Veridian Homes LLC Consideration and Action:

Matt Cudney, Veridian Homes, clarified that the only exceptions to the Rs-5 zoning is their request to reduce the lot size on 4 lots, reduce the minimum frontage on 13 lots, and the front and rear setbacks on 3 lots. The average lot size is 16,500 sqft. He said all of the surrounding neighborhoods have an Rs-5 zoning designation to them and Heritage Hills has Rs-4 PDD zoning with many of the same exceptions. Trustee Baum said he had talked with Matt Cudney and told him if the zoning doesn't match an adjacent subdivision, Heritage Hills or Windsong or another subdivision, his proposal probably wouldn't be approved. Commissioner Shadid questioned what the residents really want, Rs-4 or Rs-5 or nothing. Chairman Wolter indicated there were more comments about the zoning matching the surrounding neighborhoods and another group had come forward asking that nothing be put there. Shadid agreed the proposal should have the same zoning as one of the surrounding neighborhoods. Trustee Baum said Heritage Hills has a PDD with some lot sizes at 15,000 sqft and some lots are smaller. He said the if the lots matched Heritage Hills the project could be approved.

MOTION Baum second Shadid to Postpone until a plan to match the one of the adjacent districts is brought forward.

Commissioner Williams asked what Heritage Hills offered as part of the PDD exceptions and what is being offered as an exchange for this PDD. He said he's not seeing anything more imaginative or creative in their proposal. Planner Retzlaff said it's unclear what was offered as an amenity. He said the current proposal is now moving closer to what matches the surrounding neighborhood and asked if maybe dropping a lot or two would make this proposal comparable to the other projects around it. Trustee Baum said he could be more accepting of the development if the zoning matched the surrounding neighborhood. Planner Retzlaff agreed the proposal doesn't stand up to PDD requirements and needs significantly more landscaping around the perimeter of the project. Chairman Wolter said people want Rs-4 zoning and he may look at approving the proposal with that and some other amenities. He would prefer if small lots are at a minimum number of smaller lots.

MOTION carried unanimously.

Chairman Wolter called a break at 8:06 pm Meeting reconvened at 8:15 pm.

NEW BUSINESS

A. MSTLC LLC, Agent for TLC Acres LLC and Matthew & Amy Seban, Property Owners-W210 N10738 Appleton Avenue. Conditional Use Permit application to allow the operation of a landscaping maintenance and construction services business and the retail sale of nursery products not raised on the property. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the public hearing at 8:26 pm.

The following people spoke:

- Stephanie Erdman, N105 W21121 Oak Lane, asked that the CUP be denied. She said the construction noise never stops.

- Judi Cimuchowski, N105 W21085 Oak Lane, spoke against the CUP. She said they have been operating for over a year and it is very loud.
- Carol Harrison, N105 W20998 Oak Lane, spoke against the CUP because of the noise.
- Robert Lietzau, W214 N10548 Oak Lane, spoke against the CUP because of the noise.
- Joel Bojarski, N105 W21151 Oak Lake, spoke against the CUP because of the noise issue.
- Chris Lietzau, N105 W21074 Oak Lane, spoke against the CUP because of the noise.
- Tom Surendonk, N104 W21494 Willow Creek Road, spoke against the CUP.
- Joe Hlavac, N105 W210554 Oak Lane, asked to deny the CUP because it is too noisy.

The public hearing was closed at 8:49 pm.

TLC Acres for Matthew & Amy Seban Consideration and Action

Matt Seban spoke and explained he is working with the Village to acquire the proper permits. He said his business is regulated by the Farm Service of America and the intended purpose of owning the 50 acres is to farm and grown trees. He said filling the tiers was meant to mitigate flooding on the property and after tier 2 is finished he will move forward with planting. He said he will listen to the concerns of the neighbors. Discussion followed.

Trustee Baum said he met the with residents who were concerned with loud noise other than the dumping of fill. Mr. Seban commented the noise is coming from the vibrations of the dump boxes, banging of tailgates and backup alarms. He indicated when tier 2 is done that noise should stop. He also said that periodically there will be some action outside the normal hours of operation.

Commissioner Laszewski asked how many vehicles have white noise backup alarms. Mr. Seban said the majority of the trucks used for dumping are not owned by him, but when tier 2 is completed, all the trucks will be owned by him and have white noise backup alarms. Planner Retzlaff stated the relationship with Mr. Seban is better now and that he is working to resolve the zoning issues. He explained the conditional use permit could include a condition for an annual review.

Chairman Wolter read the following names into the record: Karen Hager-N105 W21162 Parkland Circle, Audrey Neu-N105 W20922 Parkland Circle, Bobbie Siewert-N105 W21005 Oak Lane and Kay Hager-N105 W21162 who are all against the CUP. He said Mr. Seban held a neighborhood meeting at the library on April 2nd where 12 residents attended. Their concerns were regarding tier 2 and when it would be complete. Other concerns were with the truck traffic pattern, truck vibration and banging of tailgates, backup beepers and the appearance of the site.

MOTION Baum second Nilles to Approve the APPROVE a conditional use permit (CUP) for Matthew and Amy Seban to allow the operation of a landscape maintenance and construction services business, and, to sell retail products not raised on the 53.4-acre TLC Acres LLC property located at W210 N10738 Appleton Avenue subject to the following conditions:

- 1. The uses and activities allowed on the property shall be limited to those uses and activities and relative locations specified in the conditional use permit (CUP) application and supporting documents dated February 26, 2019. The size and relative location of those areas within the property from which said uses and activities are permitted are limited to that presented in the detailed site plan and description submitted with the supporting documents. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village. The***

2. ***Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Planner.***
3. ***All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premise advertising and directional signage is regulated by the Village and requires a permit if/when allowed.***
4. ***In the event the Village receives complaints regarding noise negatively affecting the nearby residential neighborhood and adjacent properties, including but not limited to noise from truck-mounted backup alarms, the Owner/Operator shall work cooperatively with the Village to mitigate the noise and resolve the issue. The Owner/Operator shall implement the measures and practices described in the application and supporting documents to mitigate noise, dust and traffic impacts on the surrounding area on a continual basis.***
5. ***Site improvements, buildings, shelters, parking areas, signage, exterior lighting and any other improvements on the property that benefit the vehicles, equipment, materials, employees, and/or customers of or are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.***
6. ***The area leased to MSTLC/Total Lawn Care for purposes of parking and storage of vehicles and equipment shall be visually buffered in some manner from the residential properties to the north, west and south. This requirement is not intended to require a complete opaque visual screen, but rather a buffer comprised of either landscape plantings and trees, fencing, berming or a combination, that lessens the impact of viewing commercial vehicles that are primarily used by and for the MSTLC/Total Lawn Care business and not the tree nursery. A detailed grading and landscape plan for the required visual buffer and the "landscape berm" shown in the Site Plan shall be prepared and submitted to the Village Planner for review and approval within six (6) months after issuance of the CUP.***
7. ***No inoperable vehicles, trailers, equipment, junk or trash that may negatively affect the nearby residential areas and adjacent properties shall be kept on the property.***
8. ***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 permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.***
9. ***Residential or other non-agricultural uses not permitted "by right", as an accessory use or authorized under this CUP may constitute a violation of the Village's Zoning Code or this CUP.***

MOTION to Amend Baum second Shadid to add Condition #9 that Matt Seban notify the Planning Department on the date that tier 2 is fully completed and has ceased filling operations.

MOTION to Amend carried unanimously.

Motion to Amend Baum second Shadid to add Condition #10 that the Conditional Use Permit be reviewed again 1 year from Village Board approval. Motion revised: The CUP is good for 1 year. Trustee Baum explained he wants a timeframe to re-evaluate the business. Chairman Wolter commented that the CUP could be revisited after approval and revoked if the conditions of approval aren't being met. He thinks most of the noise will go away when tier 2 is done. Motion to Amend Withdrawn

Trustee Baum addressed the hours for extraordinary circumstances and asked that they be stricken from the business operations in all areas. Mr. Seban said he intends to follow the hours of operation and he knows the extraordinary circumstances cannot become the ordinary circumstances because it will cause his conditional use permit to be reviewed. But he said it is too hard to say there will not be a truck that may enter after 6:00 pm. He indicated when he spoke to the residents that noise and lights were not a bother to them at night. He added that the extraordinary hours occur in winter during the snowplowing season.

MOTION to Amend Baum second Laszewski to add Condition #10 that the Conditional Use Permit come back to the Plan Commission for review in 1 year with a public hearing.

MOTION to Amend carried unanimously.

MOTION to Approve as Amended carried 5-2 (Wolter, Kimmler)

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; a 2-Lot Certified Survey Map (CSM) application; a Conditional Use Permit application to allow an accessory structure to exceed 45 feet in height; and a Site Plan application for a 100,000 sqft industrial building. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the Public Hearing at 9:47 pm.
No one spoke.
The Public Hearing was closed at 9:48 pm.

Ellaretee LLC Consideration and Action

MOTION Baum second Nilles to Approve Rezoning approximately 28.1 acres from A-1: Agricultural to M-1: Limited Industrial as proposed.

MOTION carried unanimously.

MOTION Baum second Nilles to Approve the 2-Lot Certified Survey Map (CSM) for the 28.1-acre property subject to the following conditions:

CONDITIONAL USE PERMIT (CUP) APPLICATION

4/8/19 Plan Commission Meeting

TLC Acres LLC / Matthew & Amy Seban

Village Planner Report

Germantown, Wisconsin

Summary

Matt & Amy Seban, MSTLC LLC, agents for TLC Acres LLC and property owners, are requesting approval of a Conditional Use Permit (CUP) to operate a landscape maintenance and construction services business and to sell retail products not raised on the 53.4-acre TLC Acres LLC property located at W210 N10738 Appleton Avenue.

Location: W210 N10738 Appleton Avenue

Applicant/

Property Owner: Matthew & Amy Seban
W210 N10738 Appleton Avenue
Germantown, WI

Zoning: A-1: Agricultural

Adjacent Land Uses		Zoning
North	Agricultural	A-1/A-2
South	Residential	Rs-2/Rs-3/Rs-4/Rs-5
East	Agricultural	A-1
West	Residential/Business	Rs-2/Rs-3/Rs-4/B-3

Location Map



History/Proposal

Matt & Amy Seban, MSTLC LLC, agents for TLC Acres LLC and property owners, are requesting approval of a Conditional Use Permit (CUP) to operate a landscape maintenance and construction services business, and, to sell retail products not raised on the 53.4-acre TLC Acres LLC property located at W210 N10738 Appleton Avenue.

As detailed in their application and supporting documentation, the Seban's purchased the 53.4-acre property in 2017. Like the former owner, Dick Gerschke, the Seban's are operating a tree nursery on the property.

Fundamental to their nursery operation is the concept of growing plant material (evergreen and deciduous trees and shrubs) on elevated "plateaus" or "tiers". Soon after purchasing the property the Seban's began trucking in fill material (and continue to do so) in order to create two (2) tiers in the area abutting Appleton Avenue south of an existing drainage ditch and existing maintenance building (see site plans in back of bound supporting documents). Tier 1 (approximately 1.75 acres in area) was completed and a portion planted in 2018. Tier 2 (approximately 4.85 acres in area) is currently under construction that will continue this spring and be ready for planting in 2019. Both tiers will be irrigated with pole-mounted overhead water "cannons" and planted with Spruce and Arborvitae trees, a variety of deciduous trees and other plants.

In addition to their tree nursery, the Seban's lease approximately 16 acres of land located off Hilltop Drive to the Pfaff Sod operation, and, lease an unspecified amount of land to MSTLC LLC, a.k.a. "Total Lawn Care", a landscaping maintenance and construction services business also owned and operated by the Seban's. The area leased to MSTLC/Total Lawn Care is used for parking and storage of business and employee vehicles, equipment and materials used in the landscape maintenance and construction services operation. This mutually-beneficial lease arrangement also involves the use of MSTLC/Total Lawn Care vehicles and equipment for the tree nursery and other farming-related activities on the 53.4-acre TLC Acres property.

The 53.4-acre property is located in an A-1: Agricultural Zoning District. Tree nursery, sod farming and the sale (wholesale or retail) of plant material raised on the property are all permitted "by-right" land uses and activities in the A-1 District. The uses and activities that are not allowed "by right" in the A-1 District that the Seban's are required to get a conditional use permit (CUP) for include:

1. Retail sale of nursery products not raised on the property
2. Operation of a landscape maintenance and construction services business

Conditional Use #1 (Retail sale of nursery products not raised on the property)

As detailed in the supporting documents, in addition to selling plant and soil material grown or extracted from the property, e.g. trees, shrubs, topsoil, peat moss and sod, the Seban's intend to sell plant and landscape material that is NOT raised on the property, including: trees, perennials, mulch, topsoil, stone and firewood.

The retail sale of these products not raised on the property will occur during the general hours of operation associated with the TLC Acres nursery operation:

April 1 through November 1

7:30am to 4:30pm Monday through Saturday

9:00am to 4:30pm Sundays

Conditional Use #2 (landscape maintenance and construction services business)

As mentioned above, the Seban's lease an unspecified amount of land to MSTLC LLC, a.k.a. "Total Lawn Care", a landscaping services business also owned and operated by the Seban's. In return, some vehicles and equipment owned and used for the MSTLC/Total Lawn Care business are also used for the TLC Acres tree nursery and other farming-related activities on the 53.4-acre property.

The MSTLC/Total Lawn Care landscape maintenance and construction business has four (4) divisions or service areas, including:

1. Total Lawn Care
 - a. Provides landscape maintenance services for commercial and residential properties
2. TLC Hardscapes
 - a. Provides design and installation of outdoor living areas and features
3. TLC Athletic Fields
 - a. Provides athletic field and complex maintenance
4. Snow Management Solutions
 - a. Provides snow plowing & removal services for commercial and residential properties

Almost all business activities for each of the four divisions is done off-site on customer properties and sites located elsewhere and not on the 53.4-acre property. Activities associated with the MSTLC/Total Lawn Care business that are conducted on-site include: vehicle and equipment maintenance (existing pole building on site is used for office and maintenance functions), parking of business and employee vehicles, storage of equipment and materials, and farm-related activities utilizing vehicles, equipment and/or employees contracted through TLC Acres for unspecified tree nursery and farming activities (including the temporary filling & grading activities associated with construction of the two nursery tiers on the property).

MSTLC/Total Lawn Care days and hours of operation for the first three (3) divisions listed above are:

March 15 through December 1 (Lawn Care, Hardscapes & Athletic Fields)

6:00am to 8:00pm Sunday through Saturday (on-site/indoor shop employees)

7:15am to 8:00pm Sunday through Saturday (field laborers)

The days and hours of operation for the fourth division listed above are:

November 1 through April 1 (Snow Management)
6:00am to 8:00pm Sunday through Saturday (on-site/indoor shop employees)
Unspecified days & hours for off-site location employees

MSTLC/Total Lawn Care currently employs eight (8) full-time and as many as (23) part-time employees.

NOTE: Other details regarding the TLC Acres tree nursery operation and the MSTLC/Total Lawn Care operation are contained in the application and supporting documents.

It is important to point out that a CUP is NOT required for the temporary filling and grading activities associated with construction of the two “tiers” that have gone on since 2017 and will continue into 2019. While not a farming activity that is exempt from certain zoning restrictions and regulation under Wisconsin’s “right to farm” statutes, these temporary land disturbing activities are subject to the Village’s erosion control permitting and storm water management regulations while this construction is ongoing. The Seban’s have obtained the necessary erosion control permits from the Village and, if necessary, will be required to prepare a storm water management plan for and install storm water management measures on their property.

Staff Comments

Consistency with Village’s Land Use Plan & A-1 Zoning District.

The 2020 Land Use Plan map classifies this property as “Agricultural/Conservation Residential”. The current zoning of the property is A-1: Agricultural. As discussed above, many of the activities conducted on or from the property are permitted “by right” land uses and not subject the Village’s CUP requirements. Agricultural activities such as these are generally consistent with the 2020 Land Use Plan map.

While not specifically named or described in the list of “permitted” or “conditional” uses in the A-1 District regulations, landscape maintenance and construction businesses like the Seban’s operation is and has been allowed in A-1 Zoning Districts throughout the Village as one of many “unclassified uses” that is considered to be the same or similar to other permitted uses in the A-1 District. Similar landscaping businesses such as D.J. Frank Landscape Contracting Inc., Wendland Landscape Service Inc., and Dan Larsen Landscaping Inc., all provide varying levels of the same or similar services and are all located in A-1 Districts in different areas the Village. While it is not uncommon to see landscape maintenance operations located in industrial zoning districts (and even small-scale operations in residential districts operating as “home occupations”), full-service landscaping operations such as the Seban’s MSTLC/Total Lawn Care business are typically located in agricultural zoning districts. Particularly those that involve growing their own trees and other plant material, as well as, those that provide services that include the storage and screening of topsoil, and the hauling, cutting, grinding and mulching of cut trees and other plant debris. While not the same as more traditional

agricultural operations as dairy farming or crop raising, landscaping services businesses are one of many specialized land uses that is typical and customary for agriculturally zoned districts.

With that said, the circumstances unique to this particular CUP request are: (1) the previous property owner of the 53.4-acre property also operated a tree nursery on the property, but to a lesser degree than the Seban's full-service landscaping maintenance and construction business; The Gerschke operation did not provide all of the same landscape maintenance, hardscape construction or snow management services as does the MSTLC/Total Lawn Care operation; and (2) the Seban's property is relatively close to pre-existing residential neighborhoods that "were here first" before the Seban's acquired the property and certainly before the MSTLC/Total Lawn Care business came into being on this property. This is different than the D.J. Frank and Wendland landscaping operations that are located further away from or otherwise buffered from existing residential areas, or, were already in business on those properties well before the nearby residential development came about.

For these reasons, Staff supports the CUP proposal provided that certain mitigative measures are put into place and continually practiced and maintained to lessen or mitigate impacts associated with the uses requiring the CUP that can negatively affect the nearby residential neighborhood and adjacent properties.

Finally, in the application and supporting documents, the Seban's refer to the existing pole building as a storage and maintenance shop for TLC Acres. This building is also referred to as a "man cave" to be used by family and friends. The property is zoned for agricultural land uses and activities and not residential primary or accessory uses. While it is understandable that the owners would want to take advantage of the value and amenities that their property provides, but it should be noted that residential or other non-agricultural uses not permitted "by right" or as may be allowed with a conditional use permit may not comply with the Zoning Code or terms of any CUP issued for the property.

Village Planner Recommendation

APPROVE a conditional use permit (CUP) for Matthew and Amy Seban to allow the operation of a landscape maintenance and construction services business, and, to sell retail products not raised on the 53.4-acre TLC Acres LLC property located at W210 N10738 Appleton Avenue subject to the following conditions:

1. The uses and activities allowed on the property shall be limited to those uses and activities and relative locations specified in the conditional use permit (CUP) application and supporting documents dated February 26, 2019. The size and relative location of those areas within the property from which said uses and activities are permitted are limited to that presented in the detailed site plan and description submitted with the supporting documents. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village. The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Planner.
2. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premise advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
3. In the event the Village receives complaints regarding noise negatively affecting the nearby residential neighborhood and adjacent properties, including but not limited to noise from truck-mounted backup alarms, the Owner/Operator shall work cooperatively with the Village to mitigate the noise and resolve the issue. The Owner/Operator shall implement the measures and practices described in the application and supporting documents to mitigate noise, dust and traffic impacts on the surrounding area on a continual basis.
4. Site improvements, buildings, shelters, parking areas, signage, exterior lighting and any other improvements on the property that benefit the vehicles, equipment, materials, employees, and/or customers of or are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.
5. The area leased to MSTLC/Total Lawn Care for purposes of parking and storage of vehicles and equipment shall be visually buffered in some manner from the residential properties to the north, west and south. This requirement is not intended to require a complete opaque visual screen, but rather a buffer comprised of either landscape plantings and trees, fencing, berming or a combination, that lessens the impact of viewing commercial vehicles that are primarily used by and for the MSTLC/Total Lawn Care business and not the tree nursery. A detailed grading and landscape plan for the required visual buffer and the "landscape burm" shown in the Site Plan shall be prepared and submitted to the Village Planner for review and approval within six (6) months after issuance of the CUP.
6. No inoperable vehicles, trailers, equipment, junk or trash that may negatively affect the nearby residential areas and adjacent properties shall be kept on the property.

Village Planner Recommendation *(cont.)*

7. 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 permitted conditional uses and activities which cause special problems or harmful effects associated with the permitted uses and activities that were not revealed or anticipated at the time this CUP was granted, or, where conditions imposed by this CUP that were anticipated to mitigate or eliminate harmful effects associated with the uses and activities but are subsequently insufficient to do so, or, for similar cause based upon consideration for the public comfort, safety, and welfare, this conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
8. Residential or other non-agricultural uses not permitted “by right”, as an accessory use or authorized under this CUP may constitute a violation of the Village’s Zoning Code or this CUP.



Village of



Germantown

Willkommen

Fee must accompany application

☒ \$1460 Paid \$ Date 2/26/19

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

MSTLC. LLC
PO BOX 55
Menomonee Falls, WI
53052
Phone (414) 584-9292
Fax ()
E-Mail mattletotalawncareswi.com

PROPERTY OWNER

Matt & Amy Schan
W210 N10738 Appleton Ave
Germantown, WI
53022
Phone (414) 403-8956

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

MSTLC. LLC

3 PROPERTY ADDRESS

W210 N10738 Appleton Ave.

TAX KEY NUMBER

GTNV 304959

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

MS

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.

MS

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.

MS

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

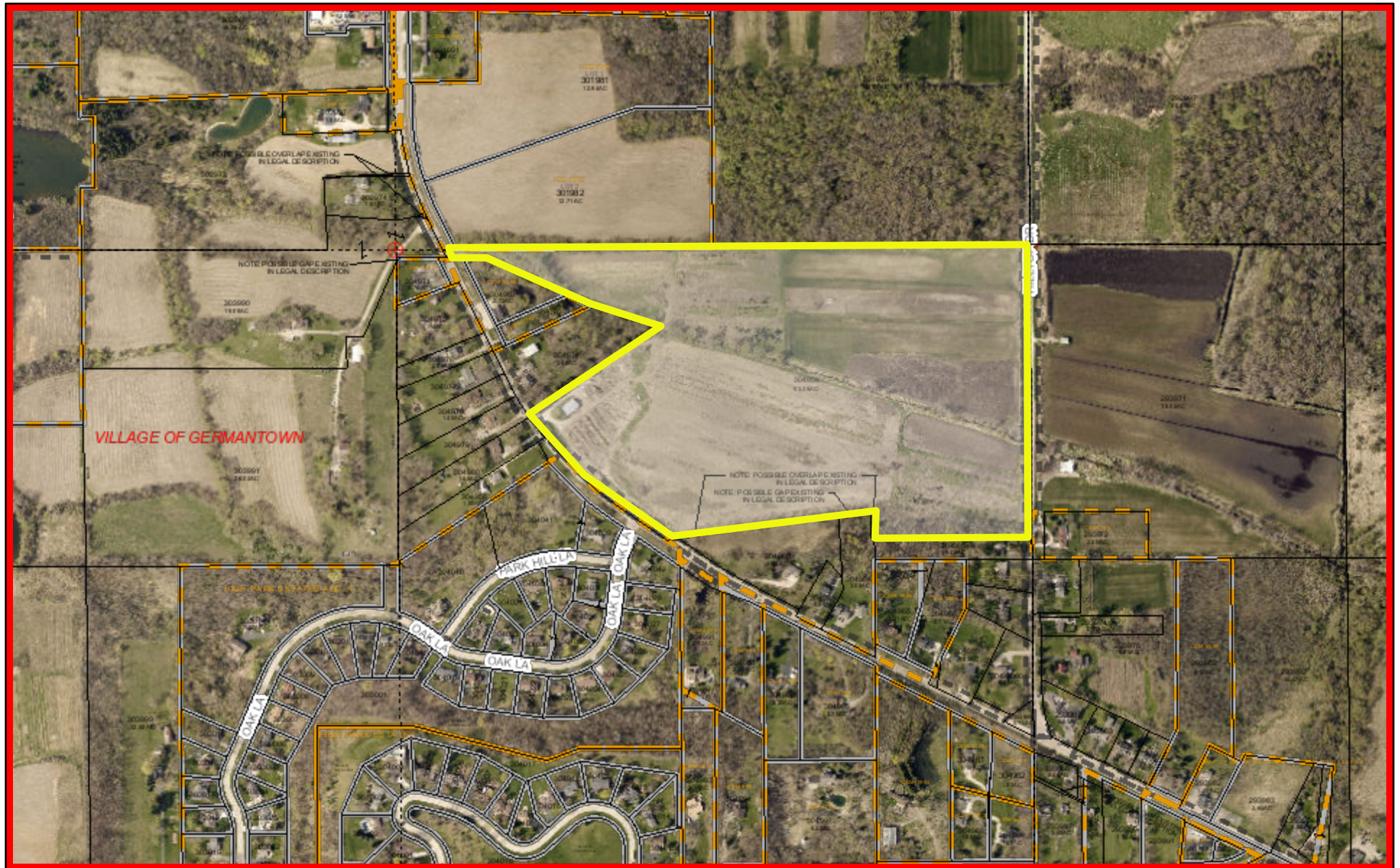
Matthew Sosa
Applicant

2/11/19
Date

Matthew Sosa
Owner

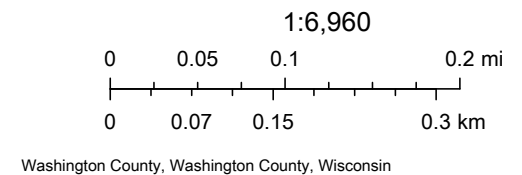
2/11/19
Date

Matt & Amy Seban-MSTLC 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 |



TLC Acres, LLC – W210 N10738 Appleton Ave.

Table Of Contents

- I. Table of Contents & Legal Description of Property
- II. TLC Acres History Narrative (2 Pages)
- III. TLC Acres & MSTLC Operational Information (5 Pages)
- IV. TLC Acres Site Map Description (2 Pages)
- V. TLC Acres Site Plan Full Map
- VI. TLC Acres Site Plan Main Yard Map

Legal Description Of Property

THAT PART OF THE NORTHEAST $\frac{1}{4}$ AND NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ SECTION 30, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST $\frac{1}{4}$ CORNER, SECTION 30-9-20, THENCE SOUTH 0 DEGREES 27' 58" EAST ON THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 1222.00 FEET, THENCE SOUTH 89 DEGREES 32' 02" WEST - 670.00 FEET, THENCE 0 DEGREES 27' 58" WEST 118.80 FEET, THENCE SOUTH 81 DEGREES 32' 02" WEST - 863.51 FEET, THENCE NORTH 55 DEGREES 27' 58" WEST ON THE C/L OF APPLETON AVENUE 113.65 FEET, THENCE NORTH 55 DEGREES 21' 58" WEST ON SAID C/L 148.60 FEET, THENCE NORTH 53 DEGREES 08' 58" WEST, ON SAID C/L 107.70 FEET, THENCE NORTH 44 DEGREES 39' 18" WEST, ON SAID C/L 203.19 FEET, THENCE NORTH 40 DEGREES 55' 06" WEST, ON SAID C/L 199.71 FEET, THENCE NORTH 54 DEGREES 23' 20" EAST, -669.00 FEET, THENCE NORTH 75 DEGREES 12' 40" WEST, -310.40 FEET, THENCE NORTH 64 DEGREES 10' 40" WEST, -471.50 FEET, THENCE SOUTH 89 DEGREES 30' 20" WEST -175.40 FEET, THENCE NORTH 26 DEGREES 14' 40" WEST, -36.70 FEET, THENCE NORTH 89 DEGREES 30' 20" EAST, ON THE EAST $\frac{1}{4}$ LINE OF SAID SECTION 2463.18 FEET TO THE POINT OF BEGINNING.

Specific Operational Information For TLC Acres, LLC & MSTLC, LLC

W210 N10738 Appleton Ave.

This outline follows the specific request for information in a letter received on January 23rd from Jeff Retzlaff. The numbers and letters reflect the outline as it is laid out in said letter so that can be used as a reference if necessary. All this information is 100% accurate without omissions as of February 20, 2019. The information requested has been answered in outline form two times. The first time the information was given as it pertains to TLC Acres, LLC and the second time as it pertains to MSTLC, LLC.

2a. Operational Information for TLC Acres, LLC

A. Days And Hours Of Operation

- April 01 – November 01
 1. 7:30 a.m. - 4:30 p.m. Monday thru Saturday
 2. 9:00 a.m. – 4:30 p.m. Sundays
 3. Occasional use outside of these hours for specific circumstances.
 4. Farming activities will take place 12 months out of the year and will be done per village ordinance.

B. Employees

- TLC Acres currently has no employees outside of the Seban family. Any labor for TLC Acres is contracted labor through MSTLC, LLC

C. Services And Products Provided

i. Products Grown Or Extracted From On Site

- i. Trees, Shrubs, Plant Material
- ii. Extracted - Topsoil, Pete Moss, Sod

ii. Products Not Grown Or Extracted From On Site

- iii. Spruce Trees purchased from the “Morse Nursery” (1600 trees over next 4 years)
- iv. Plant material including trees, plants, perennials purchased wholesale for retail sale from Johnsons Nursery, Minors, etc.
- v. Mulch- Hardwood, Brown Enviro, Red Enviro, Pine, Hemlock, Wood Chips, etc.
- vi. Topsoil- Screened, Field Run, and Engineered
- vii. Stone- Clear, T.B., Decorative, etc.
- viii. Firewood

D. Assets / Types Of Vehicles And Equipment Of TLC Acres, LLC

- New Holland 100hp tractor – **onsite**
- John Deere 544-wheel loader – **both**
- John Deere 333G Track skid steer w/ Tree Spade – **both**
- 2001 International 20' Box Truck – **onsite**
- 2001 Ford F-250 – **both**
- New Holland 46hp Tractor – **both**
- Various Hand Tools – **onsite**
- Various small engine equipment – **both**
- Other numerous small equipment necessary to support a tree nursery - **Both**

E. Plant And Non-Plant Material Stored On Site

- Mulch- Bins hold max. capacity 400 yds. at any one time
- Stone- Bins hold max capacity 200 ton at any one time
- Topsoil- Pile currently holds 8000 yds.
- Various palletized fertilizers
- Various chemicals supporting farming operations
- Plant Material- 150 spruce trees
- Max 2 acres – healed in nursery stock (trees & shrubs)

F. Description Of Leased Acres And Purpose

- Parking Lot- Leased to MSTLC, LLC (see attached map)
- 16 Acres- Leased to Pfaff Sod (see attached map)

G. Expected Time Frame Remaining To Complete Tier 2 (see attached map)

- Depending on fill availability and weather, the soonest completion date is April 15th
- Tier 2 will be completed fully in 2019
 - Trucks**
 - trucks of soil imported range from 10-75 units per day with a normal day being 40 loads
 - Hours- filling hours and operations 7:30am-6:30pm Monday thru Friday, 8:00am-2:00pm Saturday, no activities on Sundays
 - Extraordinary circumstances hours may be extended to village operation ordinance
 - Equipment Used**
 - Bulldozer
 - Wheel Loader
 - Track Skid steer
 - Quad Axle Dump Truck
 - Road Sweeper
 - Compactor

iii. Measures Taken To Migrate Noise, Dust, Traffic

- All vehicles owned by TLC Acres, LLC & MSTLC, LLC, have been equipped with “white noise” back up alarms. Any leased equipment may have regular back up alarms. We will make every effort to keep these back up alarms to a minimal use.
- Paperwork pointing out our rules is distributed to every new truck driver that enters our property. Included in these rules we cover both safety and respect to neighbors.
- Road is swept as needed
- On dry days, driveway is watered down to control airborne dust
- The Village of Germantown is looking into signage on Hwy. 175 regarding trucks entering and leaving, no engine braking, etc.

2b. Operational Information for **MSTLC, LLC**

A. Days And Hours Of Operation

- March 15 – December 1 (landscape maintenance, landscape construction, hardscape installation, and athletic fields)
 1. 6:00 a.m.-8:00 p.m. Shop Employees (indoor duties)
 2. 7:15 a.m.-3:00/8:00 p.m. Field Employees (laborers)
 3. It is important to note that all MSTLC LLC employees report to TLC Acres as the terminal of MSTLC LLC and no work is done on site. The only time employees will work on site is if they are contracted by TLC Acres
- November 01- April 1 (Snow Management Operations)
 1. 6:00 a.m.-8:00 p.m. Shop Employees (indoor duties)
 2. Field Employees (laborers) Times are not specific
 3. Typically equipment is stored at job sites or equipment is picked up a day prior to a snow event
 4. Only a small amount of equipment is dispatched from TLC Acres location
 5. During an overnight snow event, there will be a minimal amount of traffic through TLC Acres to reload materials
 6. It is a current policy to shut off all flashing lights when on or entering premises after dark
- Occasional use outside of these hours for specific circumstances.

B. Employees

- MSTLC LLC currently has (8) full time employees. When we are fully staffed with seasonal labor, we have as many as 23 employees.

C. Services And Products Provided

i. MSTLC, LLC

- i. Total Lawn Care/ division of MSTLC, LLC - Landscape management including mowing, fertilizing, plant and bed maintenance, spring and fall cleanups for residential and commercial locations
- ii. TLC Hardscapes/ division of MSTLC, LLC – design and installation of outdoor living areas, including retaining walls, patios, water features, outdoor kitchens, outcropping and more.
- iii. TLC Athletic Fields/ division of MSTLC, LLC – Manage, maintain & renovate athletic complexes
- iv. Snow Management Solutions/ division of MSTLC, LLC – Provides snow management services for commercial property, schools, church's, retail and residential sites

D. Assets / Types Of Vehicles And Equipment Of MSTLC, LLC

7. 10 Trucks which include pickup trucks, dump trucks & flat beds that are used to support both companies
8. 2 Skid steers used to support both companies
9. 1 Mini Excavator used to support both companies
10. 2 40hp tractors used to support both companies
11. 2 Wheel loaders used to support both companies
12. Trailers- 6 enclosed / 4 open used to support both companies
13. Various lawn mowers
14. Various small engine equipment
15. Various hand tools
16. Other equipment "common" to support use in both companies

E. Plant And Non-Plant Material Stored On Site – (and other miscellaneous items that would support a landscape construction & maintenance company)

- Palletized Fertilizer
- Rolls of erosion control mat
- Outcropping block
- Grass seed
- Pallets of pavers and block
- Inventory will vary from time to time, not for resale at TLC Acres

F. Description Of Leased Acres And Purpose

- MSTLC LLC has a lease agreement with TLC Acres to lease an area of parking lot (highlighted on site plan map)
- The purpose and use of this area is to provide a terminal or hub for MSTLC LLC
- Parked on this site includes but is not limited to trucks, trailers and other miscellaneous equipment owned by MSTLC LLC
- It will also provide a place for Total Lawn Care employees to park their vehicles while at work for the day.

Description Of Site Plan For TLC Acres (see attached maps)

W210 N10738 Appleton Ave.

- I. Existing Pole Building
 - A. Storage and shop area for TLC Acres
 - B. “Man Cave” for use by Seban family and friends
 - C. The well location noted on the site map. It provides the water to all of the irrigation lines for the nursery.
- II. Proposed Landscape Patio
 - A. Brick paver patio and fire pit area for use by Seban family and friends
 - B. Landscaping will include: trees, shrubs, and perennials to beautify the front of the property.
- III. Proposed Landscape Berm
 - A. This berm will include spruce trees as well as other perennials and shrubs to create a soft barrier for the neighbor to the north.
- IV. Proposed Sign Location
 - A. This is the approximate location identified at this time where a future sign will be built. There are currently no specific plans for a sign. The sign will be subject to a sign permit from the Village of Germantown.
- V. Nursery Staging Area
 - A. This area is to store and display plant material that is ready for sale.
 - B. This will be an irrigated area.
- VI. Parking And Loading Area For TLC Acres
 - A. This area will be used for visitor parking, loading area, and other TLC Acres activities. This lot is not designated for any activities of MSTLC, LLC.
- VII. Mulch And Stone Bins
 - A. These bins are designated to hold and keep separate specific materials. These materials include: various varieties of mulch and stone, firewood, etc.
- VIII. Cold Storage Building
 - A. This building is used for storage of many items. Here are some examples of what is stored in this building.
 - 1. Tractors
 - 2. Irrigation equipment
 - 3. Palletized fertilizer
 - 4. Straw matting
 - 5. 3 point implements such as plows, mowers, and tillers
 - 6. Various tools including power and hand tools
- IX. Dry Materials Building
 - A. In summer screened topsoil and peat moss is stored inside to keep dry.
 - B. In winter bulk salt is stored inside.
- X. Topsoil
 - A. This is a topsoil pile that we use to support farming operations as well as have available for sale.

- B. This area is subject to an erosion control permit through the Village of Germantown. We currently hold this permit in good standing.
- XI. Overland Runoff Swale
 - A. This swale has been engineered to control the overflow from the ditch along Hwy. 175 as well as is designed to handle the runoff off the existing parking area and nursery staging area.
 - B. This swale is made of “no mow” fescue grass. This is done specifically for erosion control.
- XII. Lot Leased To MSTLC, LLC
 - A. TLC Acres has an agreement to lease this area of the property to MSTLC, LLC for the purpose of being a terminal or hub for MSTLC, LLC.
 - B. This is an area where autos and equipment owned by MSTLC, LLC are staged.
 - C. This is an area for employees of MSTLC, LLC to park their personal autos while working.
 - D. This area will be used as outside storage for MSTLC, LLC.
- XIII. Tier 1
 - A. This area is approximately 1.75 acres
 - B. A portion of this tier was planted in the Fall of 2018
 - C. The remainder of this tier will be planted in the spring of 2019
 - D. When complete this tier will contain spruce trees, arborvitae, deciduous trees, and other plant material consistent with a nursery.
 - E. This tier will be irrigated.
- XIV. Tier 2
 - A. This area is currently under construction. The silt fence as well as topsoil stockpiles are identified as they are on the erosion control plan submitted to the Village of Germantown.
 - B. When complete it will be approximately 4.85 acres in size.
 - C. When complete this tier will contain spruce trees, arborvitae, deciduous trees, and other plant material consistent with a nursery.
 - D. This tier will be irrigated.
- XV. Tillable Acreage
 - A. This area is the tillable acreage available to TLC Acres for planting cash crops.
- XVI. Unnamed Waterway
 - A. This is a creek that runs through the property.
 - B. There is currently a vegetation buffer that is greater than 10’ wide on both sides of the creek. This area is left natural to control the erosion of soil that can potentially run into this creek.
- XVII. Existing Planted Nursery Stock
 - A. This is nursery stock that was existing when we purchased the property in 2017.
- XVIII. Acreage Leased To Pfaff Sod
 - A. This acreage is leased to Pfaff Sod to raise and sell sod. Pfaff has been leasing this land for 15+ years.



Documents Pertaining to Conditional Use Permit Application

TLC Acres LLC
Matthew and Amy Seban
W210 N10738 Appleton Avenue
Germantown, WI 53022
(414) 403-8956

Description Of Proposed Operation

W210 N10738 Appleton Ave.

TLC Acres LLC is a family owned and operated tree nursery which is located at W210N10738 Appleton Avenue in the Village of Germantown (the "Property"). Matt and Amy Seban purchased the Property in June of 2017. In their first year of ownership they have dedicated many hours of man power and made a significant monetary investment towards cleaning up the property from the eyesore that it was when they took ownership. They look forward to continuing to invest in and build out this tree nursery into a more modern operation. They look forward to being a great neighbor and resident of Germantown for many years to come.

The Seban secured a loan to purchase the Property through the Farm Service Of America (FSA) which is a branch of the Federal Government. This loan requires the Seban to "farm" the Property for the 25-year term of the loan. They have site visits and are audited annually by a member of the FSA as a condition of their loan.

TLC Acres operates during normal farming hours that can vary depending on the time of the year. They have been and will continue to be respectful to neighbors of the property with respect to the hours that they work.

The Seban worked with the Germantown Building inspector to renovate the existing pole building that was on site. They did not change the footprint of this structure. This building acts as a storage shed as well as a place to work on and house equipment to support their farming operation. This building does not have running water or septic.

The Seban purchased this property as an existing tree nursery which they understand had been operated for 25 years and are not looking to change the fundamental use of the Property. The primary use will be as a nursery to raise growing stock, a permitted use under the A-1 Zoning. (Section 17.12(1)(g), (i)) Outlined below is some additional information regarding the proposed use of the Property:

Growing Trees & Shrubs - Beyond the trees that are currently growing on the property the Seban first crop was planted in the Fall of 2018. The first crop is scheduled to be planted on the plateau built (Tier 1) out by Appleton Ave. Building these plateaus -- which includes the use of fill brought to the property and graded by the Seban -- is a big part of the long-term plan for plant material on this land.

As part of a "new generation" of tree farmers, the Seban are always looking for ways to become more progressive and environmentally friendly. Building and farming on plateaus allows them to control the moisture that is provided for the plants during the various seasons as well as the different points in the plant's gestational maturation.

The first plateau is ready for planting. The topsoil has been redistributed and the land is ready for planting. They have installed telephone poles in a grid that will act as the means of irrigation. Large water cannons will be placed on each pole which will allow them to control the amount of moisture that plants receive. By monitoring the soil's moisture level they can be more responsible with their water usage by giving water to the plant when it is necessary and withholding water from the plant when it does not need water.

The Seban are currently in the process of creating the second plateau (Tier 2). There is an existing erosion control permit that is in place which has been approved by the Village of Germantown for use during the construction of the plateau. Once the plateau is complete the land will be viewed as A1 and no erosion control plan will be necessary for future farming operations. The process of building a plateau involves stripping the topsoil from the existing land and stacking available topsoil to redistribute on to the top of the plateau once it is built. They are currently bringing in clean fill when it is available to them for use in the creation of this second plateau. Each load that is brought to the farm is tracked and the source is disclosed to the Seban. All of this information is maintained as part of the Seban's records. Once the plateau is complete they will GPS grade it for proper drainage and then cover it with the very same topsoil that was stripped off the land in preparation for this plateau. They will then irrigate the plateau and it will be ready for planting in 2019.

Selling Nursery Stock & Related Materials - The Seban understand that for many years the Property has been

used an outlet for local landscapers, other growers, as well as the public to purchase nursery stock as well as related materials. Sale of nursery stock which is not raised on site is a conditional use under the Village's code, and we would therefore read that sale of nursery stock that is raised on site is a permitted use. (Section 17.12(1)(m) and (2)(l)) When in season, the Sebans are selling trees, shrubs, topsoil, stone, and mulch.

This is not a brick and mortar location with indoor retail space. The renovated pole shed is intended for storage and maintenance of farm equipment as well as a "dream farm man cave" for the Sebans use. It is posted on each door that the public is not allowed inside the building.

Lease Of Land To Pfaff Sod – The Sebans currently lease 16 acres of the land to Pfaff Sod for a sod growing operation. This is a permitted use in the A-1 district. (Section 17.12(1)(j)).

Rental Of Parking Space To M.S.T.L.C., LLC ("Total Lawn Care") - There is a current rental agreement between TLC Acres, LLC and Total Lawn Care for use of parking space for the storage of equipment, trucks, and employee vehicles and the corresponding use of the Total Lawn Care equipment by TLC Acres, LLC. As a matter of background, Total Lawn Care is a local landscape company that services Germantown and the surrounding areas. Matt and Amy Seban are the only members of Total Lawn Care, so there is common ownership with TLC Acres LLC. Total Lawn Care currently services and maintains great relationships with the Germantown School District, where they manage the fertilizer and weed control for all of their schools, the Germantown Hwy./ Parks/ Park & Rec Departments where they manage the fertilizer, weed control, and athletic field maintenance for the Germantown parks, and the Germantown Little League where they manage they manage all of the turf at their various locations. Total Lawn Care has been a great long-term partner with these local organizations because they are local, follow through on their promises, and do quality work. Total Lawn Care also services local businesses and residents, helping them with their landscaping needs from maintenance to construction.

The current area used by Total Lawn Care for parking space is not the final area that they will be using in the future. The Sebans are continuing to build out this property as time and funds allow. The final area that will be designated for Total Lawn Care will be tucked back behind the building (see site plan).



EXISTING PLANTED
NURSERY STOCK

TLC ACRES TILLABLE ACREAGE

ACREAGE LEASED TO PFAFF SOD

LOT LEASED TO MSTLC LLC

UNNAMED WATERWAY

10" WIDE VEGETATION BUFFER

TLC ACRES TILLABLE ACREAGE

UNNAMED WATERWAY

TLC ACRES TILLABLE ACREAGE

SILT FENCE

TIER 2

TIER 1

PROPOSED LANDSCAPE BURM

EXISTING BUILDING

PROPOSED LANDSCAPE PATIO

WELL

PROPOSED SIGN LOCATION

PARKING

LOADING AREA FOR TLC ACRES

NURSERY STAGING AREA

OVERLAND RUNOFF SWALE

WATER INLET

DRIVEWAY

MULCH AND STONE BINS

COLD STORAGE BUILDING

DRY MATERIALS BUILDING

TLC Acres View 1

PROPOSED LANDSCAPE BURM

EXISTING
BUILDING

PROPOSED
LANDSCAPE PATIO

WELL

LOT LEASED TO MSTLC LLC

PROPOSED SIGN
LOCATION

IRRIGATED
NURSERY STAGING AREA

PARKING

LOADING AREA
FOR TLC ACRES

MULCH AND STONE BINS

COLD STORAGE
BUILDING

DRY MATERIALS
BUILDING

TOPSOIL

OVERLAND RUNOFF SWALE

WATER INLET

TIER 1

TIER 2

ORDINANCE NO. 04-2019

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

Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, 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 A-2: Agricultural and Rs-1: Single-Family Residential Zoning District for the following described property:

The W 1/2 of the SW 1/4 of the NE 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows: Commencing at the east quarter corner of said Section 7; thence N 89°33'23" W, along the south line of said NE 1/4, 1981.18 feet to the point of beginning of lands herein described; thence continuing N 89°33'23" W, along said south line of the NE 1/4, 660.39 feet to the center of said Section 7; thence N 01°43'13" W, along the west line of said NE 1/4, 1300.03 feet to the northwest corner of said SW 1/4 of the NE 1/4; thence N 89°58'00" E, along the north line of said SW 1/4 of the NE 1/4, 661.51 feet to the northeast corner of said W 1/2 of the SW 1/4 of the NE 1/4; thence S 01°39'48" E, along the east line of said W 1/2 of the SW 1/4 of the NE 1/4, 1305.49 feet to the point of beginning. Containing 860,580 square feet (19.756 acres).

Tax Key: GTNV 071-997

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:

#

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: May 6, 2019

AGENDA ITEM: Public Hearing & New Business [ORDINANCE]

ITEM TITLE: Matthew & Michelle Stephan, agent for Mark Stephan, property owner of a 19.8-acre parcel located on Rockfield Road are seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to Rs-1: Single-family in order to create a new residential parcel.

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

SUMMARY EXPLANATION:

Matthew & Michelle Stephan, agent for Mark Stephan, property owner of a 19.8-acre parcel located on Rockfield Road are seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to Rs-1: Single-family in order to create a new residential parcel.

In addition to the 19.8-acre subject parcel, Mark Stephan owns approximately 85 acres of land to the west and intends to use proposed Lot 1 (10.2 acres) for agricultural purposes. Lot 2 (9-acres) is intended for development with a residential dwelling.

NOTE: The Village Planner recommended denial of both the rezoning request and the 2-lot Certified Survey Map (CSM) of the 19.8-acre parcel based on potential incompatibility with future development of the surrounding area, including the Germantown Gateway Corporate Park to the south and the possible extension of Gateway Crossing and utility infrastructure north of Rockfield Road.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE rezoning approximately 19.8 acres from A-1: Agricultural to Rs-1: Residential Single-family as proposed.

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.

MOTION to Amend Baum second Shadid that the first preference is for the building to screen the rooftop units and if screening the rooftop units cannot be done with the building or by placement as a secondary measure, we will accept the bolt on screening method.

MOTION to Amend carried unanimously.

MOTION to Approve as Amended carried unanimously.

D. Matthew & Michelle Stephan, Agents for Mark Stephan, Property Owner – 19.8 acres on Rockfield Road ½ mile west of Goldendale Road. Application to Rezone 19.8 acres from A-1: Agricultural to A-2: Agricultural & Rs-1: Single Family and a 2-Lot Certified Survey Map application. Planner Retzlaff summarized the proposal and said staff does not support the proposed rezoning and land division at this time because this area will likely be better and more efficiently served with public utilities that can be used more efficiently by future development that is suitable for industrial or a higher density residential area.

Chairman Wolter opened the public hearing at 10:36 pm.

- Matt Stephan, N163 W20135 Ash Drive, said he is looking to raise his family here and that he knows about the development and future water tower that are located across the street from this lot.

The public hearing was closed at 10:39 p.m.

Matthew & Michelle Stephan Consideration and Action

MOTION Baum second Shadid to Approve Rezoning the 19.8-acre parcel from A-1: Agricultural to Rs-1: Residential Single-family as proposed; and Approve the proposed 2-lot Certified Survey Map (CSM) of the 19.8-acre parcel owned by Mark Stephan located on Rockfield Road.

MOTION carried 6-1 (Baum).

Lendlease Americas Inc., Agent for Rockfield Investments, Property Owner and Verizon Wireless – N132 W17390 Rockfield Road. Request for 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. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the Public Hearing at 10:52 pm.

- Nathan Ward, spoke on behalf of the applicant. He asked if they could post a \$20,000 bond versus a Letter of Credit. Planner Retzlaff said that has been allowed in the past. Mr. Ward said the recommendation of approval abides with all code requirements in Section 17.56 and is not in conflict with the state statute. He stated they are not proposing any landscape screening and that the vertical slats component is the only basis for screening the site.
- Amanda Kasinskis, W172 N13307 Division Road – spoke against the proposal. She is worried about the health effects of having a cell tower so close to residential properties.

The Public Hearing was closed at 11:00 pm.

CERTIFIED SURVEY MAP (CSM) & REZONING APPLICATION

4/8/19 Plan Commission Meeting

Matthew & Michelle Stephan / Mark Stephan

Village Planner Report

Germantown, Wisconsin

Summary

Matthew & Michelle Stephan, agent for Mark Stephan, property owner of a 19.8-acre parcel located on Rockfield Road are seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to Rs-1: Single-family in order to create a new residential parcel.

Location: Rockfield Road ½ mile west of Goldendale Road

Applicant/

Property Owner: Matthew & Michelle Stephan
N163 W20135 Ash Dr
Jackson, WI

Mark Stephan
N132 W21528 Rockfield Road
Germantown, WI

Current Zoning District: A-1: Agricultural

Proposed Zoning District: Rs-1: Residential Single-family

Adjacent Land Uses		Zoning
North	Agricultural/Residential	A-1/Rs-2
South	Industrial (Gateway Corp Park)	M-1
East	Agricultural	A-2
West	Residential/Agricultural	Rs-1/A-2



Proposal

Matthew & Michelle Stephan, agent for Mark Stephan, property owner of a 19.8-acre parcel located on Rockfield Road are seeking approval of a 2-lot Certified Survey Map (CSM) and Rezoning from A-1: Agricultural to Rs-1: Single-family in order to create a new residential parcel.

In addition to the 19.8-acre subject parcel, Mark Stephan owns approximately 85 acres of land to the west and intends to use proposed Lot 1 (10.2 acres) for agricultural purposes. Lot 2 (9-acres) is intended for development with a residential dwelling.

Staff Comment

The proposed A-1 to Rs-1 rezoning for the property is consistent with the 2020 Land Use Plan that classifies this area as “Agricultural/Conservation Residential” and with the minimum area and frontage requirements for the Rs-1 Zoning District (5 acre density and minimum lot size). However, because the size of both proposed lots is less than 10 acres, both lots require rezoning:

- Lot 1 from A-1 to A-2 (Village Staff recommended)
- Lot 2 from A-1 to Rs-1 (Applicant proposed)

Soil evaluations for proposed Lot 2 indicate the parcel is suitable for the installation of a “mound” private on-site wastewater treatment system (POWTS). Lot 1 is not intended for development in the near future, so soil evaluations have not been submitted. Soil evaluations will be required prior to development of Lot 1; this restriction should be noted on the CSM.

The Village Surveyor has identified a few technical corrections in a March 18, 2019 memo (copy attached) that would need to be corrected prior to Village Board action on the CSM.

Although consistent with the 2020 Land Use Plan map, the proposed zoning and land division are intended to create a new parcel for residential purposes in an area of the Village that is rapidly and dramatically changing. The land across Rockfield Road has already been approved for industrial development as the Germantown Gateway Corporate Park. Gateway Crossing, a new public roadway being extended northerly from Holy Hill Road to Rockfield Road to provide access to industrial development, will intersect Rockfield Road at a point directly across from proposed Lot 2. A new public water tower is planned for construction on the land across Rockfield Road near the future intersection of Gateway Crossing @ Rockfield Road.

As presented to and discussed with the Village Board, a consequence of extending public water and sanitary sewer to the Gateway Corporate Park is that a much larger area on both sides of Goldendale Road and Hill Road, including the land east of USH41, north of Rockfield Road and east of Goldendale Road, can potentially be served by sanitary sewer.

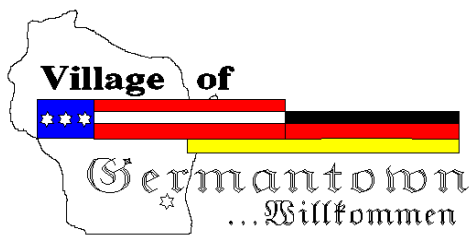
Unfortunately, the timing of the Gateway Corporate Park development and utility extensions occurred before the Village has completed revisions to the Future Land Use Plan map for these areas. As a result, we do not yet know whether or not the land north of Rockfield Road will continue to be designated for agricultural or low density residential use. This area is, however, a high priority area to be planned as part of the 2050 Comprehensive Plan update project underway in 2019. Once completed, the Future Land Use Plan map for this area, including generalized land uses, densities, future road and utility improvements will be determined. Until that time, Staff does not support the creation of a large-lot residential parcel within an area that will likely be better and more efficiently served with public utilities that, in turn, can be supported and used more efficiently by future development that is suitable for an urbanizing industrial and/or higher density residential area.

For these reasons, Staff does NOT support the proposed rezoning and land division at this time.

Village Planner Recommendation

DENY rezoning the 19.8-acre parcel from A-1: Agricultural to Rs-1: Residential Single-family as proposed; and

DENY the proposed 2-lot Certified Survey Map (CSM) of the 19.8-acre parcel owned by Mark Stephan located on Rockfield Road.



Engineering Department Memorandum

To: Jeff Retzlaff Village Planner

CC:

From: Bob Beilfuss, PLS, Village Surveyor

Date: March 18, 2019

Re: Mark Stephan CSM

Jeff,

Here are my review comments for the CSM received 3-1-2019.

Certified Survey Map

Applicant or Owner: Mark Stephan

Land Surveyor/Firm: Dave Leininger, PLS, Homeland Surveying LLC.

1. Graphically show and dimension building setback lines on both lots per current zoning code.
2. The plotted graphics scale does not scale as shown.
3. 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.
4. A minimum 40' of road right of way dedication will be required for Rockfield Road, not the 33' as shown.
5. Soil Borings are missing on proposed Lot 1.
6. 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.
7. Indicate the point of beginning on Sheet 1 of 3.
8. Add the following text to the Owner's Certificate: "As Owners, we hereby dedicate that part of (*street name*) to the Village of Germantown for public road purposes as represented on Sheet ___ of ___ of this Certified Survey Map."
9. Use the following Village Board Certificate Approval:
Village of Germantown Board Approval

This Certified Survey Map, being a division of (¼ ¼ Section __, 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 (insert street*

March 18, 2018

name) for public road purposes as shown on Sheet ___ of ___ 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

These approval blocks can be obtained in Microsoft Word format via email.

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.

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



Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid

Date

3/1/19

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

Matthew J Stephan
Michelle Stephan
N163 W20135 Ash Dr Jackson
53037

Phone (262) 424-4155

Fax ()

E-Mail mmj8975@gmail.com

PROPERTY OWNER

Mark Stephan or
Joann Stephan
N132 W21528 Rockfield Rd
Richfield, WI 53076

Phone (262) 628-0862

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

Goldendale and Rockfield Rd 1/2 mile West of Goldendale

071997

3

PURPOSE OF LAND SPLIT

To Build a house

Will the land split require rezoning?

Yes

From Mark Stephan

To Matt Stephan

A1

RS1

4

READ AND INITIAL THE FOLLOWING:

MS

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.

MS

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.

MS

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.

MS

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!

Matthew J Stephan 3-1-19
Applicant Date

Joann Stephan 3/1/19
Owner 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: 3/1/19 Received by: 3/1/19

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

Matthew J Stephan
Michelle Stephan
N163W20135 Ash Dr Jackson
53037

Phone (262) 424-4155

Fax ()

E-Mail m m j 8975 @gmail.com

PROPERTY OWNER

Mark Stephan or
Joann Stephan
N132W21528 Rockfield Rd
Richfield, WI 53076

Phone (262) 628-0862

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

Goldendale and Rockfield Rd 1/2 mile west of Goldendale 071997

3

REZONING REQUEST

FROM

A1

TO

R51

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY - REQUIRED

Attach pages as necessary

5

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

Rezoning Property for building a house.
The House to be built.

6 SUPPORTING DOCUMENTATION:

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

7 READ AND INITIAL THE FOLLOWING:

MS 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.

MS 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.

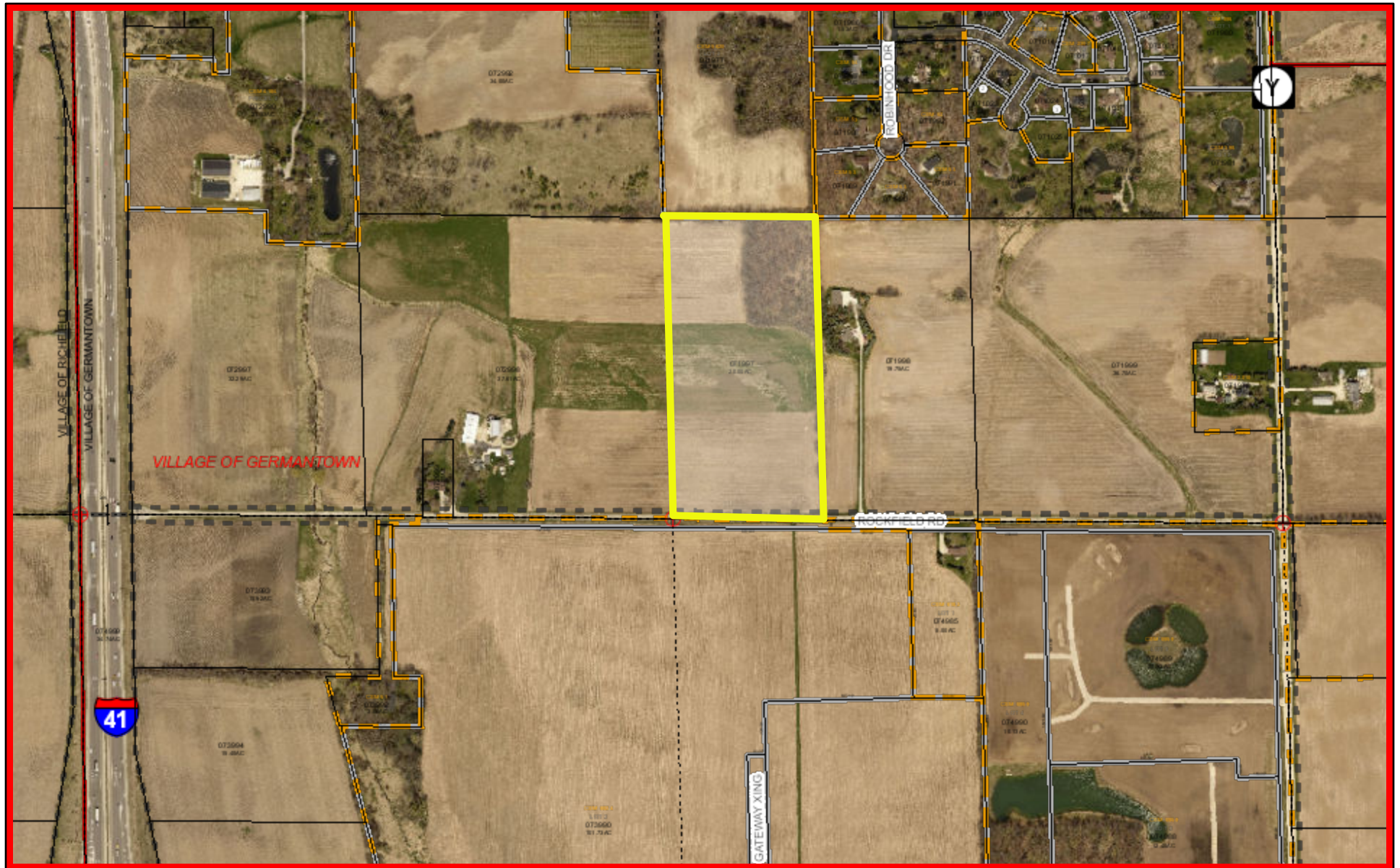
MS I am aware that this rezoning shall go into effect immediately upon the final approval of the Village Board and its execution of the rezoning ordinance

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Matthew Stephan 3-1-19
Applicant Date

James Stephan 3/1/19
Owner Date

Stephan 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 |

1:7,200

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Washington County, Washington County, Wisconsin

Sheet 1 of 3

RECEIVED
MAR 01 2019
OFFICE OF THE VILLAGE PLANNER
VILLAGE OF GERMANTOWN

This instrument was drafted by David J. Leininger, S-2285

Certified Survey Map

The W 1/2 of the SW 1/4 of the NE 1/4 of Section 7, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin.

Surveyor's Certificate:

I, David J. Leininger, professional land surveyor, hereby certify that by the direction of Matt Stephan, that I have surveyed, divided, and mapped the land shown and described hereon, being the W 1/2 of the SW 1/4 of the NE 1/4 of Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 7; thence N 89°33'23" W, along the south line of said NE 1/4, 1981.18 feet to the point of beginning of lands herein described; thence continuing N 89°33'23" W, along said south line of the NE 1/4, 660.39 feet to the center of said Section 7; thence N 01°43'13" W, along the west line of said NE 1/4, 1300.03 feet to the northwest corner of said SW 1/4 of the NE 1/4; thence N 89°58'00" E, along the north line of said SW 1/4 of the NE 1/4, 661.51 feet to the northeast corner of said W 1/2 of the SW 1/4 of the NE 1/4; thence S 01°39'48" E, along the east line of said W 1/2 of the SW 1/4 of the NE 1/4, 1305.49 feet to the point of beginning.

Containing 860,580 square feet (19.756 acres) more or less.

I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and the Village of Germantown Land Division Ordinance in surveying, dividing and mapping said land, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Dated this _____ day of _____, 2019.

David J. Leininger, S-2285

Owner's Certificate:

As owner, I hereby certify that I caused the land shown and described hereon to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Germantown Plan Commission
Village of Germantown Village Board

Mark Stephan - owner

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s.

Personally came before me this _____ day of _____, 2019, the above named owner is to me known to be the same person who executed the foregoing instrument and acknowledge the same.

(Notary Seal) _____ Notary Public, _____, Wisconsin.

My commission expires _____

Certified Survey Map

Sheet 3 of 3

The W 1/2 of the SW 1/4 of the NE 1/4 of Section 7, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin.

Village of Germantown Plan Commission Approval:

This land division is hereby approved by the Village of Germantown Plan Commission
this ____ day of _____, 2019.

Dean Wolter - President

Lori Johnson - Secretary

Village of Germantown Village Board Approval:

This land division is hereby approved by the Village of Germantown Village Board
this ____ day of _____, 2019.

Dean Wolter - President

Deanna L. Braunschweig, WCMC/CMC - Village Clerk

SOIL EVALUATION REPORT

In accordance with SPS 385, Wis. Adm. Code

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m)).

County
Washington

Parcel I.D.
071997

Reviewed by

Date

Property Owner Matt Stephan				Property Location Govt. Lot SW 1/4 NE 1/4 S 7 T 9 N R 20 E (or) W			
Property Owner's Mailing Address N163 W20135 ASH DRIVE				Lot # 2	Block #	Subd. Name or CSM#	
City JACKSON	State WI	Zip Code 53037	Phone Number (262) 424-4155	☐ City	☒ Village Germantown	☐ Town	Nearest Road Rockfield Rd

☒ New Construction Use: ☒ Residential / Number of bedrooms 3-5 Code derived design flow rate 450-750 GPD

☐ Replacement ☐ Public or commercial - Describe: _____

Parent material GLACIAL TILL Flood Plan elevation if applicable N/A ft.

General comments and recommendations: Site is good for 18inch mound

1 Boring # ☐ Boring ☒ Pit Ground surface elev. 924.7 ft. Depth to limiting factor 18 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-12	10YR 3/3	NONE	SIL	2MSBK	MFR	AS	1F	0.6	0.8
2	12-18	10YR 4/4	NONE	CL	2MABK	MFR	CW	1VF	0.4	0.6
3	18-30	10YR 6/4	C2D 7.5YR 5/6	SIL	0M	MFR	-	-	0.0	0.2

2 Boring # ☐ Boring ☒ Pit Ground surface elev. 922.7 ft. Depth to limiting factor 24 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-9	10YR 3/3	NONE	SIL	2FSBK	MFR	AS	1M	0.6	0.8
2	9-18	10YR 3/4	NONE	CL	2MABK	MFR	GW	1F	0.4	0.6
3	18-24	10YR 4/4	NONE	CL	1MABK	MFR	GW	1VF	0.2	0.3
4	24-36	10YR 5/3	C2D 7.5YR 5/6	SIL	0M	MFR	-	-	0.0	0.2

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

CST Name (Please Print) Chris Lietzau	Signature 	CST Number 987749
Address N105W21074 Oak Lane Germantown WI 53022	Date Evaluation Conducted 1-24-2019	Telephone Number (262) 893-3512

3

Boring #

☐ Boring
☒ Pit
Ground surface elev. 923.7 ft.Depth to limiting factor 21 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-8	10YR 3/2	NONE	SIL	2MSBK	MFR	AS	1M	0.6	0.8
2	8-14	10YR 4/4	NONE	CL	2MABK	MFR	CW	1F	0.4	0.6
3	14-21	10YR 2/2	NONE	SIL	2MABK	MFR	CW	1VF	0.6	0.8
4	21-36	10YR 5/4	C2D 7.5YR 5/6	SL	1FGR	MFI	-	-	0.4	0.7

Boring #

☐ Boring
☐ Pit

Ground surface elev. ____ ft.

Depth to limiting factor ____ in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2

Boring #

☐ Boring
☐ Pit

Ground surface elev. ____ ft.

Depth to limiting factor ____ in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

310.00 E 001.51

310.00

1.3" od iron
pipe found

Soil Boring Plot Plan

Matt Stephan

SW1/4 NE1/4 S7 T9 R20
VILLAGE OF GERMANTOWN,
WASHINGTON CO WI 53022

N 01°40'01" W

1269.89

Ground Surface Spike 922.4

Lot 2
393,853 Sq. Ft.
(9.042 Acres)

1272.47

CST B.M SPIKE IN BASE OF CHERRY TREE
930.00

B2

B1

B3

1" = 100'

N

Chris Lietzan
CST 987749

1-24-2019

CUP # 09-19

Document No.

CONDITIONAL USE PERMIT

Document Title

**VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
CONDITIONAL USE ZONING PERMIT**

Whereas the Applicant:

Rick A. Weissman, Property Owner/Business 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 to allow the operation of a motor vehicle service & repair business from the property located at W140 N10455 Fond du Lac Avenue pursuant to Section 17.32(3)(d) & (s) of the Village Zoning Code.

Name & Return Address:

**Village of Germantown
P.O. Box 337
Germantown, WI 53022**

Parcel Identification No:

GTNV 264-996

**On the following described property located in the Village of Germantown,
Washington County, Wisconsin:**

Lot 3 of Certified Survey Map No. 4534, in the Southeast ¼ of the Southeast ¼ of Section 26, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 4.11 acres.

W140 N10455 Fond du Lac Avenue; Tax Key: GTNV 264-996

Pursuant to the following condition(s):

1. The uses, activities and hours of operation for the vehicle repair facility shall be limited to that described in the Application (dated March 4, 2019), supporting information and in the Village Staff Report & Recommendation (dated April 8, 2019).
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities 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.
3. To provide an adequate visual buffer of the west parking area within which it can reasonably be expected that business vehicles, trailers, customer vehicles, inoperable and junk vehicles, used tires, discarded parts and other junk may be stored on a long-term basis, the Owner/Operator shall install the proposed 6' high wooden privacy fence along the west, north and south sides of the expanded parking area within eighteen (18) months after completion of the 3,500 sqft building addition.
4. The Owner/Operator shall operate the auto repair business on a continual basis in compliance with the provisions of Section 10.06 of the Municipal Code regarding "Junk and Junked Vehicles".

5. All temporary signs require sign permits and compliance with the Zoning Code regulations for signs.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the ____ day of _____, 2019.

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC, 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 B. 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

As property owner and business operator, Rick A. Weissman, I hereby accept the terms and conditions set forth herein and realize that non-adherence to the terms and conditions as stated herein may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2019

Rick A. Weissman, 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: _____

ORDINANCE NO. 05-2019

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

Rick A. Weissman, Property Owner

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 B-3: General Business & M-2: General Industrial Zoning Districts to the B-5: Highway Business Zoning District for the following described property:

Lot 3 of Certified Survey Map No. 4534, in the Southeast ¼ of the Southeast ¼ of Section 26, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 4.11 acres.

W140 N10455 Fond du Lac Avenue; Tax Key: GTNV 264-996

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:

#

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: May 6, 2019

AGENDA ITEM: Public Hearing & New Business [ORDINANCE]
[CONDITIONAL USE PERMIT]

ITEM TITLE: Kevin Parish, Quam Engineering, agent for Rick Weissman, property owner and owner of Weismann Automotive – W140 N10455 Fond du Lac Avenue. Rezoning Application from B-3: General Business and M-2: General Industrial to B-5: Highway Business for 4.1 acres; and Conditional Use Permit (CUP) Application to allow the Operation of an Auto Repair Facility

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

SUMMARY EXPLANATION:

Rick Weissman, property owner and operator of Weismann Automotive is requesting approval of a Rezoning from B-3: General Business and M-2: General Industrial to B-5: Highway Business for the 4.1 acre property, and, a Conditional Use Permit (CUP) for the operation of an auto repair facility located at W140 N10455 Fond du Lac Avenue. The property is currently located in two (2) zoning districts, B-3 and M-2. In order to expand the existing auto repair facility, the current zoning needs to be changed. Village staff has determined that the most logical district is the B-5: Highway Business District that allows auto repair facilities with a conditional use permit.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE rezoning approximately 4.1 acres from B-3: General Business and M-2: General Industrial to B-5: Highway Business;

APPROVE a conditional use permit for Weissman Automotive to operate a vehicle repair facility subject to five (5) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

All relevant documents, including applications, plans, supporting information, the staff report & recommendation, Plan Commission meeting minutes (when available) and draft ordinance and conditional use permit are included in the PDF digital file distributed by the Village Clerk.

Lendlease Americas Consideration and Action

MOTION Baum second Shadid to 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 with the amendment to Condition #3 changing the Letter of Credit to a Bond and remove the landscaping requirement:

- 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.***

Chairman Wolter explained there is nothing the Village can do about this proposal because state law took away the ability to restrict these towers at a local level.

MOTION carried unanimously.

F. Weissman Automotive – W140 N10455 Fond du Lac Avenue. Request for approval to Rezone 4.1 acres from B-3: General Business District and M-2: General Industrial to B-5: Highway Business; a Conditional Use Permit application to allow the operation of a motor vehicle service and repair

shop; and a Site Plan application for a 3,500 sqft building addition. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the public hearing at 11:11 pm.

No one spoke.

The public hearing was closed at 11:13 pm.

Weissman Automotive Consideration and Action

MOTION Baum second Nilles to Approve rezoning the 4.1-acre property from B-3: General Business and M-2: General Industrial to B-5: Highway Business.

MOTION carried unanimously.

MOTION Baum second Nilles to Approve a Conditional Use Permit for Rick Weissman to operate a vehicle repair facility from the property located at W140 N10455 Fond du Lac Avenue subject to the following conditions:

- 1. The uses, activities and hours of operation for the vehicle repair facility shall be limited to that described in the Application (dated March 4, 2019), supporting information and in the Village Staff Report & Recommendation (dated April 8, 2019).***
- 2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities 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.***
- 3. To provide an adequate visual buffer of the west parking area within which it can reasonably be expected that business vehicles, trailers, customer vehicles, inoperable and junk vehicles, used tires, discarded parts and other junk may be stored on a long-term basis, the Owner/Operator shall install the proposed 6' high wooden privacy fence along the west, north and south sides of the expanded parking area within eighteen (18) months after completion of the 3,500 sqft building addition.***
- 4. The Owner/Operator shall operate the auto repair business on a continual basis in compliance with the provisions of Section 10.06 of the Municipal Code regarding "Junk and Junked Vehicles".***
- 5. All temporary signs require sign permits and compliance with the Zoning Code regulations for signs.***

MOTION carried unanimously.

MOTION Baum second Nilles to Approve the site development and building plans for the proposed 3,500 sqft building addition and site improvements for the Weissman Automotive facility located at W140 N10455 Fond du Lac Avenue 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 prepared by Bayland Buildings dated February 18, 2019;***

- 12. The Owner/Operator shall submit a revised landscaping plan to the Village Planner for review and approval prior to issuance of a building permit.**

- 13. The following items shall be provided as required by the Village Fire Department:**
- a. Parking shall not be allowed on the paved parking or drive area on the north side of the building so that the west parking area is accessible.**
 - b. All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access.**

Rick Weissman was concerned with losing all the front parking spaces saying he will have minimal parking available. He said he gets 10 to 15 cars an hour for emission testing and losing the parking spaces is critical to his business. Planner Retzlaff explained the Fire Department recommended that parking not be allowed in the drive area on the north side of the building to provide a fire lane. But he said the site plan could be modified to accommodate parking on the north side of the building. Chairman Wolter stated he is not in favor of going against the Fire Department's recommendation. Mr. Weissman said the DOT is OK with the 5 parking spaces staying in the right-of-way along Fond du Lac Avenue. However, Planner Retzlaff explained the parking spots do not comply with the zoning code requirements and recommended the required minimum 8' wide setback and landscaped buffer area be required. He said the WisDOT has provided a "Revocable Occupancy Permit" that allows the parking lot encroachment to be used temporarily.

MOTION to Amend Baum second Laszewski to Remove Condition #10.
MOTION carried 6-1 (Nilles).

MOTION to Approve as Amended carried unanimously.

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. The request is for approval of a Preliminary Subdivision Plat for a 35-lot Single-Family Residential Development called "Heritage Park North". Planner Retzlaff summarized the proposal.

MOTION Baum second Shadid to 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.**

REZONING, CONDITIONAL USE PERMIT & SITE PLAN APPLICATIONS

4/8/19 Plan Commission Meeting

Quam Engineering LLC / Weissman Automotive

Village Planner Report

Germantown, Wisconsin

Summary

Kevin Parish, Quam Engineering, agent for Rick Weissman, property owner and Weissman Automotive is requesting approval of a Rezoning, Conditional Use Permit (CUP) and Site Development and Building Plans for a 3,500 sqft addition to the existing auto repair facility located at W140 N10455 Fond du Lac Avenue.

Location: W140 N10455 Fond du Lac Avenue

Agent/

Property Owners:	Kevin Parish	Rick Weissman
	Quam Engineering	Weissman Automotive
	122 Wisconsin Street	W140 N10455 Fond du Lac Ave
	West Bend, WI	Germantown, WI

Current Zoning: B-3: General Business & M-2: General Industrial

Proposed Zoning: B-5: Highway Business

Adjacent Land Uses		Zoning
North	Industrial	M-2
South	Business/Residential	B-3/Rs-4
East	Agricultural	A-1
West	Residential	Rs-6



Proposal

Kevin Parish, Quam Engineering, agent for Rick Weissman, property owner and Weissman Automotive is requesting approval of a Rezoning, Conditional Use Permit (CUP) and Site Development and Building Plans for a 3,500 sqft addition to the existing auto repair facility located at W140 N10455 Fond du Lac Avenue.

Rezoning Application

The subject parcel is 4.1 acres and located in two different zoning districts. Approximately 1/3 or 1.35 acres to the east containing the existing building and improvements is zoned B-3: General Business. The remaining area, approximately 2.75 acres to the west is zoned M-2: General Industrial. The following Zoning Map amendment (i.e. rezoning) is proposed:

- 4.1 acres from B-3: General Business & M-2: General Industrial to B-5: Highway Business

As indicated in the rezoning application, the Applicant is requesting this change to facilitate the building addition and site expansion.

Conditional Use Permit (CUP)

Both the B-3 and B-5 districts allow auto repair shops. The B-3 District allows “auto repair shops” and the B-5 District allows “motor vehicle sales and service” with a conditional use permit (CUP). Weissman Automotive began operation at this location in 2001. Hours of operation for the public are 8:00am to 5:00pm, Monday, Wednesday and Friday and 8:00pm to 7:00pm Thursday and Friday. Weissman Automotive has 3-4 full-time employees working from the existing 3,500 sqft building. Services provided include auto and light truck diagnostic, preventative maintenance and repair:

Preventive Maintenance

- Oil change, lube and filter
- Tire rotation
- Brake & transmission fluid replacement
- Fuel Injection Service
- Air filter inspection and replacement
- Transmission inspection
- Radiator inspection and service
- Fan and belt inspection and replacement
- Vehicle Inspection
- Tune-Up
- Air Conditioning service
- Battery inspection
- Factory scheduled maintenance

Repair Services

- Brake Services
- Engine services and repair
- Transmission Service & Repair
- Electrical systems service and repair
- Steering & Suspension Services
- Heating & Cooling Services
- Alternators, starters, and ignition Service
- Cooling system repair (A/C)
- Water pumps
- Fuel pumps & lines repair

Site Development & Building Plans

Detailed site development and building plans have been prepared for the proposed 3,500 sqft building addition and site expansion on the 4.1-acre parcel. As detailed in the plans, the site and building will have the following characteristics:

Site Improvements

- Sawcut, remove and replace existing asphalt parking and drive on north side of building;

- Cut, fill and grade an existing tree-lined berm west of the building and install a new expanded asphalt paved drive and parking area on the west and north sides of building w/ an additional 22 parking stalls on west side w/ security wire-woven “cyclone” fencing (for total of 53 parking stalls on site);
- Install new sanitary sewer lateral from Fond du Lac Ave right-of-way to 3,500 sqft. building addition;
- Construct/install one (1) storm water bio-retention basin w/ associated swales and on-site storm sewer to existing storm sewer system in right-of-way and south side of property;
- Install a new landscaped earthen berm along the west property (to buffer the residential subdivision) and site landscaping around the west and north side of the building addition;
- Install new building-mounted wall pack lighting and free-standing light poles and fixtures in west parking lot

Building Improvements

- 3,500 sqft single-story addition w/ 4 service bays
- Painted 6” smooth and split-face masonry block on the west, north and east elevations of the addition and existing east elevation w/ horizontal LP SmartSide engineering wood siding on the east elevations of both the existing building and new addition
- aluminum storefront windows

Storm Water Management. A total of 53,610 sqft of impervious surfaces are proposed including the addition or 30% of the total 4.1-acre site leaving 70% in open/green space. On-site storm water facilities include a bio-retention basin on the north side of the addition with on-site storm sewer and swales provided to connect to this basin or an existing storm sewer inlet along the south property line near the new parking area.

Landscaping & Buffering. Landscaping is proposed along the west property and integrated into a small raised earthen berm to help provide a visual buffer from the residential area to the west. Additional landscaping is proposed around the west and north side of the building addition. Plantings include (5) deciduous trees, (3) ornamental trees, (9) evergreen trees, (10) deciduous shrubs, bio-retention plantings and turf grass. Street trees along Fond du Lac Avenue are not proposed (see Sheet C-105). A proposed 6’ chain link wire-woven fence is proposed around the west and north side of the new west parking area (and will tie into the existing fence along the south property line).

Lighting. Exterior lighting of the site and building includes:

- (6) 31W LED cut-off wall pack-style building-mounted fixtures at a height of 20’ on all elevations (w/ 2 existing wall pack fixtures);
- (2) 215W LED cut-off style pole-mounted fixtures mounted on a 25’ pole and 2’ base (27’ total height) in the west parking area

Signage. Details any wall or monument signs will be provided as part of a separate and future sign permit application.

Staff Comments**Community Development: Planning & Zoning**

The proposed rezoning of the entire property (and not just that portion of the property zoned M-2: General Industrial) to B-5: Highway Business is appropriate. As stated in Section 17.30 of the Zoning Code:

The B-3 District is intended to provide for the orderly continuation and revitalization of the older established Main Street "central business district" (including the area designated as "Village Mixed Use" on the Future Land Use Plan) area of the Village where uses are not exclusively of one type but, rather, mixed and include retail sales shops, wholesale and warehousing outlets, and institutional, recreational and residential uses. Many of the existing businesses in this district may not meet the requirements of the B-1 or B-2 Districts. It is the intent of this district to provide minimum requirements for all new uses of land within the district and a guide for the redevelopment or revitalization of existing uses of land within the district..."

When the current Zoning Code was adopted in the 1980's, the B-3 District was assigned to those existing properties that were developed with uses that didn't necessarily fall into or conform to the other business districts in the Code. Often referred to as the "junk drawer" of the Zoning Code, the B-3 District has limited restrictions (e.g. minimal street yard and no side yard setback requirements) and a rather lengthy list of permitted and conditional uses and activities. It was not intended that the B-3 District be assigned to any new or expanded undeveloped properties; rather, undeveloped properties suitable for commercial retail uses are intended to be assigned to one of the other business districts (and NOT the B-3 District):

- B-1: Neighborhood Business
- B-2: Community Business
- B-4: Professional Office
- B-5: Highway Business

In this case, Staff agrees that it is desirable and necessary to rezone the subject property into one business district (and not allow the property to have both business and industrial zoning). Given the existing auto repair use, surrounding zoning districts, and proximity to Fond du Lac Avenue (STH145), Staff believes that the B-5: Highway Business District is the most appropriate district for this 4.1-acre property. Like the B-3 District proposed by the Applicant, the B-5 district allows auto repair/vehicles sales and service with a conditional use permit (CUP). If approved, the CUP should limit the use of the subject property to the existing vehicle repair uses and activities as described in the application. Additional restrictions should address outside storage of inoperable vehicles, equipment, tires and other junk and discarded vehicle parts.

As shown on the site plan (Sheet C-102), existing pavement including five (5) parking stalls are located in the Fond du Lac Avenue right-of-way. While other existing developed features on the site do not comply with current zoning code requirements, the continued use of and improvements to features that are not located within the property boundary needs to be remedied.

The Applicant has provided a copy of a “Revocable Occupancy Permit” with the WisDOT regarding this parking lot in the right-of-way encroachment (copy attached). In that agreement, WisDOT allows the 22.3 feet of parking lot encroachment to be used temporarily until it requires repair that costs equal to or greater than 50% of the assessed or estimated value of the encroachment. When repairs of that magnitude are required, the parking lot encroachment cannot be repaired or replaced within the right-of-way.

Notwithstanding the WisDOT permit, Staff is recommending that the site plan be revised to remove the existing pavement from the right-of-way and provide the minimum required 8’ parking lot buffer yard and setback from the east property line. This can be accomplished at the same time as the other asphalt removal and parking lot improvements are completed on the north and west side of the building. The reason for this recommendation is that the Applicant is seeking to upgrade and expand the business and site development including the installation of additional asphalt and parking stalls on the west side of the building that will almost double the number of parking stalls provided (28 existing to 53 proposed where only 36 stalls are recommended under the Zoning Code). The opportunity to upgrade the site to achieve compliance with the Village’s Zoning Code and basic standards of development is now.

Bringing non-compliant features of a building or site into compliance at the time said building or site is proposed for expansion is a primary objective of most municipal zoning codes and non-conforming use regulations contained therein (as is not allowing businesses to operate beyond the boundaries of their property or in public right-of-way). Moreover, the 5 stalls of parking that encroach onto the public right-of-way are only allowed by WisDOT on a temporary basis; eventually they will need to be removed. If the 5 stalls are that critical to the business operation, a permanent solution to satisfying the need for those 5 stalls should be pursued. That solution is to add paving and/or stall markings as part of this process to create the space needed for 5 more stalls in the new parking area west of the building. This would also enable the Applicant to achieve code compliance in the front yard along the right-of-way by creating the minimum 8’ wide required parking lot buffer.

Finally, Condition #5 of the DOT “Revocable Occupancy Permit” states that “...*the permit is not to be construed as a waiver of the occupant’s obligation to comply with any more restrictive requirements imposed by local ordinance.*” In this case, the Village granting a CUP is enforcement of the local zoning ordinance.

Additional landscaping is also necessary within the new parking lot setback/buffer area created by removing the existing asphalt encroaching into the right-of-way as described above. Further, Staff is recommending that the landscaped berm proposed along the west property line be enhanced with additional evergreen and deciduous trees.

Also, the expanded parking area in the rear or west side of the property will be closer to the residential area to the west. While the landscaped berm is an improvement, it will not (nor is it intended to) provide an opaque visual screening of the parking area and building. However, it can reasonably be expected that the west parking area will be the area in which inoperable vehicles, used tires, discarded parts and other junk may be kept outside.

With that in mind, it's understandable that the owner wants to secure this parking area with a chain link fence. However, the Applicant indicates on the site plan (Sheet C-102) that the proposed 6' high wooded fence is intended to be installed at future date to be determined. Staff supports the proposed fence installation provided it is installed within a reasonable time, i.e. within (18) months after completion of the 3,500 sqft building addition.

The maximum height allowed for pole-mounted light fixtures is 25 feet. The proposed height of 27 feet (shown on Sheet C-106) needs to be reduced to 25 feet or less. The pole-mounted fixtures cannot be tilted; the light fixture surface needs to be parallel with the ground at not exceed a 90 degree angle. Given the intense amount of light proposed in the new west parking lot, i.e. backlight shields may also be necessary to shield the view of the light source from the residential area to the west. The lighting plan should be modified as necessary.

No details regarding the size, and location of the dumpster enclosure(s) has been provided. Dumpster enclosures should be designed to meet the Village's dumpster enclosure guidelines.

The building architecture and materials are somewhat disjointed given the combination of split-face CMU block and horizontal engineered wood lap siding on the front elevation. If split-face block veneer can be installed over portions of the smooth-face block on the existing building and new addition, it should be installed over all of these surfaces to match the north elevation.

Public Works/ Village Engineer/Village Surveyor

The Village Engineer and Public Works Department staff has 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:

- April 1, 2019 memo from Village Engineer, Eric Nitschke

Fire & Police Departments

The Fire Department is recommending approval of the proposed building addition and site expansion subject to the following requirements:

1. Parking shall not be allowed on the paved parking or drive area on the north side of the building so that the west parking area is accessible.
2. 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 the 4.1-acre property from B-3: General Business and M-2: General Industrial to B-5: Highway Business.

VILLAGE PLANNER RECOMMENDATION*Conditional Use Permit (CUP)*

APPROVE a Conditional Use Permit for Rick Weissman to operate a vehicle repair facility from the property located at W140 N10455 Fond du Lac Avenue subject to the following conditions:

1. The uses, activities and hours of operation for the vehicle repair facility shall be limited to that described in the Application (dated March 4, 2019), supporting information and in the Village Staff Report & Recommendation (dated April 8, 2019).
2. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities 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.
3. To provide an adequate visual buffer of the west parking area within which it can reasonably be expected that business vehicles, trailers, customer vehicles, inoperable and junk vehicles, used tires, discarded parts and other junk may be stored on a long-term basis, the Owner/Operator shall install the proposed 6' high wooden privacy fence along the west, north and south sides of the expanded parking area within eighteen (18) months after completion of the 3,500 sqft building addition.
4. The Owner/Operator shall operate the auto repair business on a continual basis in compliance with the provisions of Section 10.06 of the Municipal Code regarding "Junk and Junked Vehicles".
5. All temporary signs require sign permits and compliance with the Zoning Code regulations for signs.

VILLAGE PLANNER RECOMMENDATION:

Site Development & Building Plans

APPROVE the site development and building plans for the proposed 3,500 sqft building addition and site improvements for the Weissman Automotive facility located at W140 N10455 Fond du Lac Avenue subject to the following conditions:

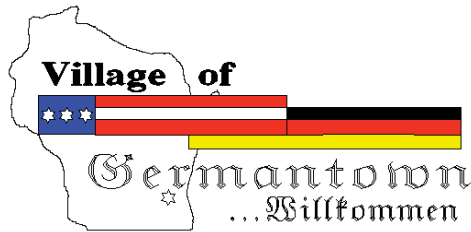
1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following architectural and engineering plans unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:
 - a. *Architectural plans prepared by Bayland Buildings dated February 18, 2019;*
 - b. *Civil Engineering plans "Weissman Auto Building Addition, Parking Lot Expansion & Utility Construction" revision dated April 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.
4. All outstanding items and issues identified by Village Engineer/Public Works 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 (excluding "early start" site clearing and footing/foundation work approved by the Village and/or WI DSPS):
 - a. *April 1, 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. Details regarding the size and location of the dumpster enclosure(s) shall be provided in supplemental information and/or a revised site plan sheet. Dumpster enclosures shall be designed to meet the Village's dumpster enclosure guidelines.
7. The maximum height allowed for pole-mounted light fixtures is 25 feet. The pole-mounted fixtures cannot be tilted as proposed. Backlight shields for the pole-mounted fixtures in the west parking area shall be provided. A revised lighting plan shall be submitted to the Village Planner for review and approval prior to issuance of a building permit.

-- continued --

VILLAGE PLANNER RECOMMENDATION (continued):

Site Development & Building Plans

8. To provide an adequate visual buffer of the west parking area within which it can reasonably be expected that business vehicles, trailers, customer vehicles, inoperable and junk vehicles, used tires, discarded parts and other junk may be stored on a long-term basis, the Owner/Operator shall install the proposed 6' high wooden privacy fence along the west, north and south sides of the expanded parking area within eighteen (18) months after completion of the 3,500 sqft building addition.
9. All temporary signs require sign permits and compliance with the Zoning Code regulations for signs.
10. The Owner/Operator shall remove the existing pavement encroachment and other site improvements from the Fond du Lac Ave right-of-way and provide a minimum 8' wide setback and landscaped buffer area between the paved parking area and the east property line. Said landscaped buffer shall be comprised of ornamental trees, deciduous and evergreen shrubs planted in a continuous hedge.
11. The Owner/Operator shall install additional trees integrated with the landscaped berm proposed along the west property line comprised of additional evergreen and deciduous trees.
12. The Owner/Operator shall submit a revised landscaping plan to the Village Planner for review and approval prior to issuance of a building permit.
13. The following items shall be provided as required by the Village Fire Department:
 - a. Parking shall not be allowed on the paved parking or drive area on the north side of the building so that the west parking area is accessible.
 - b. All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access.



Engineering Department Memorandum

To : Larry Ratayczak, Public Works Director

From : Eric Nitschke, Village Engineer

Date : April 1, 2019

Re : Development Review for Weissman Auto Public Works Comments

Larry,

Included you will find draft review comments pertaining to the Weissman Auto building and parking lot expansion. The comments are in addition to staff's review comments.

1. Sanitary comments

- a. The existing sample manhole should be abandoned, if feasible. If not feasible to abandon existing sample manhole, it must be rehabilitated to current Village detail and standards.
- b. Abandoning the existing well is a requirement since Village Water is now available to the site. If the well is grandfathered, a sewer meter shall be installed on the well.
- c. The cleanout shown on the plans is to be H-20 rated and protected by a frost sleeve. The owner is required to maintain the area around the cleanout to prevent snow plow damage. If damaged by snow plows, significant inflows can occur.

2. Water comments

- a. No comment.

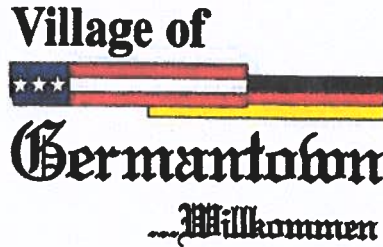
3. Engineering comments

- a. Please provide a proposed grading plan for the westerly berm. The berm should not impact existing drainage or lot line trees.
- b. The overall increase in impervious area, as well as the overall disturbed area, are to be called out on the plans.
- c. Overland flow paths for the 100-year storm event are to be shown on the plans. There is a possibility that water may surcharge from the storm inlet on Fond Du Lac Avenue into the bio-retention basin. Overland flow should be designed to carry flow safely from the buildings back to the ROW.
- d. Please address concerns regarding snow storage locations, as they may impact drainage and parking. This is especially true for the field inlet that is

April 1, 2019

located along the south lot line adjacent to the proposed parking area. Snow storage locations are to be called out on the plans.

- e. While there is some information regarding erosion control and construction/erosion control sequencing, more details are required. Please describe when the silt fence is to be installed, where topsoil stockpiles are to be located, when the bio-retention basin is to be constructed, what will be done if areas of the site are left disturbed for periods of time greater than seven days, and any other pertinent information related to erosion control and construction sequencing.
- f. A stormwater maintenance agreement is required for the bioswale.

**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 7

DATE

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**Quam Engineering LLC.ATTN: Kevin Parish122 Wisconsin StreetWest Bend, Wisconsin 53095Phone (262) 338-6641E-Mail kparish@quamengineering.com**PROPERTY OWNER**Weissman AutoATTN: Rick WeissmanW140 N10455 West Fond Du Lac Ave.Germantown, WI 53022Phone (262) 255-5150E-Mail Weissman.repair@sbcgloabl.net**2****PROPERTY ADDRESS**W140N10455 FOND DU LAC AVE.**3****NEIGHBORING USES** - Specify name and type of use, e.g. Enviro Tech - Industrial, Smith - Residential, etc.

North Truck Painting Business	South Sydow Business	East Moore Residential	West SA Tech Residential
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4**READ AND INITIAL THE FOLLOWING:**

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

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

Ru 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.

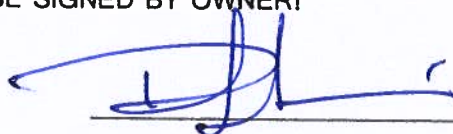
5**SIGNATURES - ALL APPLICATION MUST BE SIGNED BY OWNER!**

Applicant

Date

Owner

Date

 3-4-19



Village of



Germantown

Willkommen

Fee must accompany application

\$1460

Paid

Date

3-4-19

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

Quam Engineering LLC.

ATTN: Kevin Parish

122 Wisconsin Street

West Bend, Wisconsin 53095

Phone (262) 338-6641

Fax ()

E-Mail kparish@quamengineering.com

PROPERTY OWNER

Weissman Auto

ATTN: Rick Weissman

W140 N10455 West Fond Du Lac Ave.

Germantown, WI 53022

Phone (262) 255-5150

2

TO WHOM SHOULD THE PERMIT BE ISSUED?

Rick Weissman

3

PROPERTY ADDRESS

W140N10455 FOND DU LAC AVE.

TAX KEY NUMBER

264996

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.

This property is used as an auto repair shop. There are 3-4 employees that work there from about 8 a.m. to 6 p.m. each day. The existing building is about 3,500 S.F.

5

DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

Auto Repair Shop

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

The proposed use would remain the same. The shop would simply be doubled in size allowing for additional employees at the same hours.

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY — REQUIRED

6

Attach pages as necessary.

LOT 3, CSM 4534, Recorded as Document 698155

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

RL 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.

RL 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.

RL 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 _____

Date _____

Owner _____

Date _____

[Signature] 3-4-19



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 Quam Engineering LLC. ATTN: Kevin Parish 122 Wisconsin Street West Bend, Wisconsin 53095 Phone (262) 338-6641 Fax () E-Mail kparish@quamengineering.com	PROPERTY OWNER Weissman Auto ATTN: Rick Weissman W140 N10455 West Fond Du Lac Ave. Germantown, WI 53022 Phone (262) 255-5150
---	--

2 PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
kparish@quamengineering.com	264996

3 REZONING REQUEST	
FROM B-3 & M-2	TO B-5

4 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED Attach pages as necessary LOT 3, CSM 4534, Recorded as Document 698155

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

The site currently has 2 different zonings, B-3 & M-2. The proposed project would expand the existing auto repair shop into the other zoning classification. The purpose is to rezone the property so it is all zoned the same classification.

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!

Applicant Date

Owner 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: 3-4-19 Received by: [Signature]

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

Quam Engineering LLC.

ATTN: Kevin Parish

122 Wisconsin Street

West Bend, Wisconsin 53095

Phone (262) 338-6641

Fax ()

E-Mail kparish@quamengineering.com

PROPERTY OWNER

Weissman Auto

ATTN: Rick Weissman

W140 N10455 West Fond Du Lac Ave.

Germantown, WI 53022

Phone (262) 255-5150

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

kparish@quamengineering.com

264996

3

REZONING REQUEST

FROM

B-3 & M-2

TO

B-3

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

LOT 3, CSM 4534, Recorded as Document 698155

5

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

The site currently has 2 different zonings, B-3 & M-2. The proposed project would expand the existing auto repair shop into the other zoning classification. The purpose is to rezone the property so it is all zoned the same classification.

6 SUPPORTING DOCUMENTATION:

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

7 READ AND INITIAL THE FOLLOWING:

RW 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.

RW 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.

RW 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!

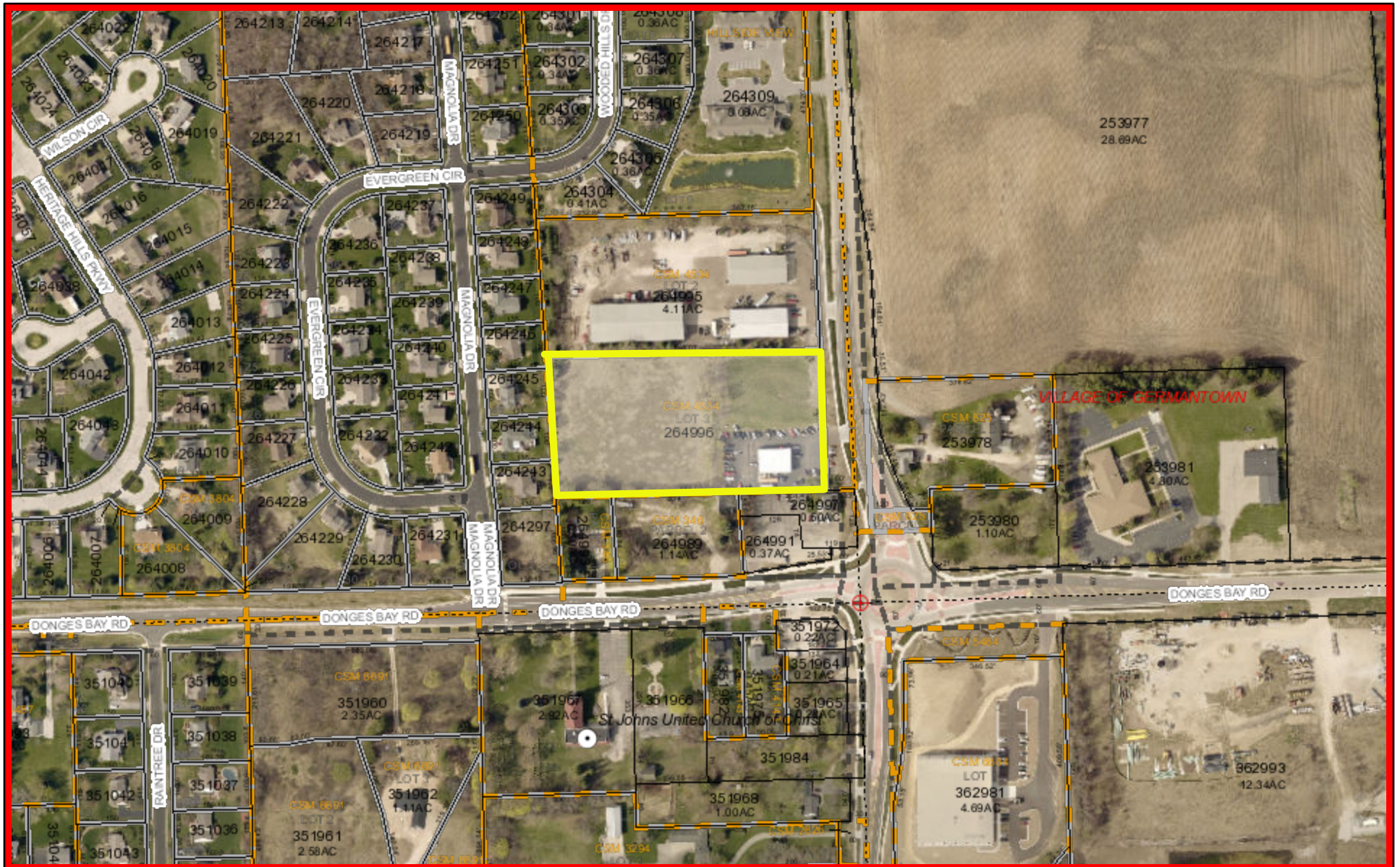
Applicant

Date

[Signature]
Owner

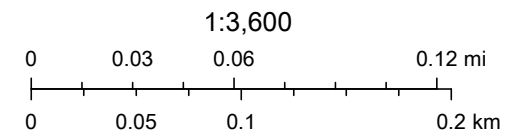
3-4-19
Date

Weissman Automotive 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 |



Washington County, Washington County, Wisconsin



March 4, 2019

Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

Re: Weissman Auto – Building Addition
W140 N10455 West Fond du Lac Ave, Village of Germantown

Dear Sir or Madam,

This project is an expansion of Weissman Auto. The existing Weissman Auto building is undersized for the operation. This proposal includes adding a 3,500 SF building addition to the north side of the current building. The proposed addition will allow for four additional service areas. Additional parking will be provided to the west of the existing parking lot. The existing parking combined with the proposed parking will provide a total of 53 parking stalls. The west parking will be fenced in for security and aesthetic purposes.

The additional impervious area will be less than 0.5 acres so the development is not required to not meet the full stormwater management requirements. A bio-retention device has been designed to detain and treat storm water from the additional impervious area. The bio-retention device will discharge to the existing storm sewer located in West Fond Du Lac Avenue.

Currently the existing lot has two different zoning classifications, M-2 & B-3. We are proposing to rezone the entire property to a B-3 zoning classification.

Respectfully,

Kevin J. Parish, P.E.
Project Manager

WA-05-18





April 4, 2019

Village of Germantown

Attn: Jeffrey Retzlaff, Village Planner and Zoning Administrator
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Weissman Automotive Expansion;
Rezoning, Conditional Use Permit (CUP) & Site & Building Plan Applications
Staff Review Comments

Dear Mr. Retzlaff,

Provided are revised plans for the reference project. This letter is in response to your review comments dated March 25, 2019. Our responses and revisions to your comments are as follows:

Community Development Department

1. The B-3: General Business Zoning District was created and assigned to pre-existing businesses that didn't fit into any of the other business zoning districts when the Zoning Code was revised back in the 1980's. The intent was/is to not expand the B-3 District by assigning it to additional property. Consequently, to satisfy that intent, the Village may need to rezone the property to a district other than the B-3 District as requested (e.g. B-5: Highway Business).

The plans and application have been revised to be B-5 instead of B-3.

2. Expansion of the building and associated site improvements requires that the existing non-conforming aspects of the site be replaced with code-compliant improvements. Because the existing pavement along the south property line does, in fact, meet the B-3 District regulations that do not require side yards, the existing pavement will be allowed to stay and continue to be used "as is" as a legal non-conforming feature. However, the existing pavement area used for parking on the east side of the property that encroaches into the right-of-way has to be removed with a minimum 8' landscaped buffer yard along the property line. The driveway needs to be reconstructed with a width at the property line to not exceed 40 feet.

The parking area in question was allowed by WisDOT during the roundabout construction to remain via a Revocable Occupancy Permit. The pavement can not be repaired beyond 50% of the value or else it will need to be removed. The area will not be improved as part of this project. A copy of the Revocable Occupancy Permit is attached.

3. More details are needed for the proposed berm on the west side of the property, e.g. proposed grades, extent, etc. Does the berm affect drainage coming to or leaving the property?

A detail of the berm with contours and a typical section have been added to the grading and erosion control plan. Regrading to provide positive drainage is also displayed.

4. Detailed specifications are required for the proposed lighting fixtures (pole-mounted and wall packs). Model #'s and other model codes are listed on the lighting plan (Sheet C106), but it's not clear what exactly is proposed... LED? Cut-off fixture?
All of the proposed lights are LED and have been labeled to provide clarity on the lighting plan. Sut sheets are included with the submittal.
5. What appears to be clear is the mounting height of fixtures proposed on the two poles in the west parking area is 27 feet; however, the maximum height allowed is 25' including any concrete bases. Also, it appears that the fixtures are intended to be tilted...70-degrees?) That, too, is not permitted. The light source cannot deviate from a 90-degree perpendicular angle to the finished grade, i.e. no tilting. If necessary, shields may be required to mitigate glare from visible from the west. All fixtures are required to be cut-off type.
The lighting plan has been revised to provide poles that are at most 25' tall with base and perpendicular fixtures.
6. Detailed specifications are needed for the proposed fence.
The fence is labeled as a future fence now. A detail of the fence is displayed on the site plan.
7. Explain what is happening with the accessory structures on the south side of the building. Call them out on the site plans for what/how they are intended to be used.
The waste oil container and the compressor room are located here. The waste oil container will be relocated to the dumpster pad and the compressor room will remain. Both are now called out on the plans.
8. Street trees are required along FDL Avenue/STH 145 in an amount equal to 1 tree per 50 feet of frontage or six (6) trees. Said trees can be planted in groupings or spaced equally across the frontage.
Six trees have been added along the frontage of the property.
9. All landscaping is required to meet a minimum planted size of 2.5' to 3" for deciduous trees and 6'-8' for evergreen trees.
This change has been made to the landscaping plan.
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. What color scheme is proposed?
A materials board will be provided by the Architect at the Plan Commission Meeting.
11. Signage is not adequately addressed. Please indicate if signage will be handled under a separate and future sign permit application. The amount of wall signage allowed is a function of the width or frontage of the building facing STH 145, i.e. 1.5 sqft of sign area per 1 foot of frontage up to a maximum of 300 sqft. Using limited sign area for words that describe what an auto repair shop does might not be efficient or leave enough area for the business name. If signage is intended to be approved, details & specifications are required.
Signage will be addressed through a future sign permit application.
12. A roof plan sheet is required if there will be any roof-mounted mechanicals.
No roof-mounted mechanicals are planned so no roof sheet has been submitted.

13. The proposed landscaping is very sparse and small. Larger plants at the time of planting are required (see previous comment). Although the Zoning Code (Section 17.43(5)(b)2.ii) is non-specific in terms of the minimum type or quantity of landscaped features to be included, a “rule of thumb” deemed acceptable by the Plan Commission for similar industrial-type development projects has been a minimum of two deciduous trees, two evergreen trees and 15-20 shrubs (deciduous, evergreen or combination of both) per 1,000 sqft of landscaped area. In addition, you should consider increasing the height of the berm and installing more trees to achieve a more complete screen.
- Additional shrubs have been added to the back of the lot along with more trees to provide screening along the berm. There is not much landscaped area outside of the bioretention device and the ditch which have different restoration specifications. Additional trees have been added along the road frontage.

Fire Department

14. No parking shall be allowed on the new pavement area north of the new addition to ensure Fire Department access to the west parking lot.
- This area has been labeled on the site plan as no parking.

Public Works/Village Engineer/Village Surveyor

15. 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).
- See attached letter addressing Public Works comments.

Village Forester

16. Bailey Red Twig Dogwood should be quantity of (5) not (52) as listed on the plan
- This change has been made on the landscaping plan.
17. Substitute Gray Dogwood for Yellow Twig Dogwood; less susceptible to dogwood borer
- This substitution has been made on the landscaping plan.

If everything is satisfactory, please provide the necessary approval for this project. If you have any questions or comments, feel free to contact us.

Sincerely,



Kevin J. Parish, P.E.



April 4, 2019

Village of Germantown

Attn: Eric Nitschke, Village Engineer
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Development Review for Weissman Auto Public Works Comments

Dear Mr. Nitschke,

Provided are revised plans for the reference project. This letter is in response to your review comments dated April 1, 2019. Our responses and revisions to your comments are as follows:

1. Sanitary comments

- a. The existing sample manhole should be abandoned, if feasible. If not feasible to abandon existing sample manhole, it must be rehabilitated to current Village detail and standards.

The manhole will be rehabilitated

- b. Abandoning the existing well is a requirement since Village Water is now available to the site. If the well is grandfathered, a sewer meter shall be installed on the well.

A sewer meter will be installed as requested.

- c. The cleanout shown on the plans is to be H-20 rated and protected by a frost sleeve. The owner is required to maintain the area around the cleanout to prevent snow plow damage. If damaged by snow plows, significant inflows can occur.

The utility plan has been updated to show the concrete around the frost sleeve and displayed on the detail.

2. Water comments

- a. No comment.

3. Engineering comments

- a. Please provide a proposed grading plan for the westerly berm. The berm should not impact existing drainage or lot line trees.

A detail of the berm with contours and a typical section have been added to the grading and erosion control plan.

- b. The overall increase in impervious area, as well as the overall disturbed area, are to be called out on the plans.

The disturbed areas and the increase in impervious area are now labelled on the grading and erosion control plan.

- c. Overland flow paths for the 100-year storm event are to be shown on the plans. There is a possibility that water may surcharge from the storm inlet on Fond Du

Lac Avenue into the bio-retention basin. Overland flow should be designed to carry flow safely from the buildings back to the ROW.

The overland flow is now displayed on the Grading and Erosion Control Plan.

- d. Please address concerns regarding snow storage locations, as they may impact drainage and parking. This is especially true for the field inlet that is located along the south lot line adjacent to the proposed parking area. Snow storage locations are to be called out on the plans.

The snow storage areas are labelled on the proposed Site Plan.

- e. While there is some information regarding erosion control and construction/erosion control sequencing, more details are required. Please describe when the silt fence is to be installed, where topsoil stockpiles are to be located, when the bio-retention basin is to be constructed, what will be done if areas of the site are left disturbed for periods of time greater than seven days, and any other pertinent information related to erosion control and construction sequencing.

More information is in the schedule notes. Topsoil will be stockpiled in the berm area and has been labelled on the Grading and Erosion Control Plan.

- f. A stormwater maintenance agreement is required for the bioswale.

A stormwater maintenance agreement will be submitted later after site plan approval.

If everything is satisfactory, please provide the necessary approval for this project. If you have any questions or comments, feel free to contact us.

Sincerely,



Kevin J. Parish, P.E.

Document Number
REVOCABLE OCCUPANCY PERMIT

Wisconsin Department of Transportation
Ch. 84 Wis. Stats.
Exempt from fee: s.77.25(12) Wis. Stats.
DT1551 98 (Replaces RE6035)

Occupant Name and Address
Rick Weissman W140 N10455 Fond du Lac Ave Germantown, WI 53022
Agency Name and Address
Wisconsin Department of Transportation Division of Transportation System Development Southeast Regional Office 141 NW Barstow St PO Box 0798 Waukesha, WI 53187-0798
Highway
145
County
Washington
City
Germantown

DOC# 1238489



Recorded
Dec. 04, 2009 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$13.00

This space is reserved for recording data

Return to

Wisconsin Department of Transportation
DTSD SE Region
141 NW Barstow St
PO Box 0798
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number

GTNV 264-996 2010-09-00 Enc 23

Encroachment Location – Address W140 N10455 Fond du Lac Ave

Lot three (3) of Certified Survey Map No. 4534 being a resubdivision of Certified Survey Map No. 558. Certified Survey Map No. 399 and lands in the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section Twenty-six (26), in Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, County of Washington, State of Wisconsin, recorded in the Office of the Register of Deeds for Washington County on August 22, 1995 in Volume 30 of Certified Survey maps on page 201, as Document No. 698155.

Encroachment Description

A private parking lot on the left side of STH 145. The parking lot is approximately 22.3 feet within the existing highway right of way.

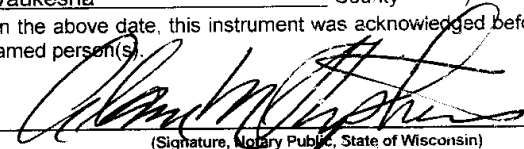
FEE
\$77.25 (12)
EXEMPT

The use and occupancy of Highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the STH. 145 right of way by 22.3 feet, however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing highway right of way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of highway maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to highway safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the highway right of way.

4. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
5. Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.


(Signature)
Claudia Peterson
(Print Name)
Technical Services Section Chief
(Title)

12/2/2009
(Date)
State of Wisconsin)
) ss
Waukesha County)
On the above date, this instrument was acknowledged before me by the
named person(s).

(Signature, Notary Public, State of Wisconsin)
Alane Stephens
(Print or Type Name, Notary Public, State of Wisconsin)
2/10/2013
(Date Commission Expires)

PS Series

Crown-Weld® Square Straight Steel Poles

Product Description

Non-tapered square steel poles are supplied with a welded base with cover, four galvanized anchor bolts, masonite mounting template and pole cap (except tenon mount). Each anchor bolt is provided with two washers and two nuts. Steel pole base has slotted holes. Per National Electrical Code requirements, pole is standard with a 2" x 6" hand hole, located 18" above the bottom of pole base. A #10-32 stainless-steel weld stud with grounding lug is located inside the pole, opposite the hand hole. A hand hole cover is supplied but shipped separately. In addition, 4" x 27" and 4" x 30" poles include an internal 5/16" steel reinforced sleeve welded inside the bottom 24" of the pole, as well as a reinforcement welded around the hand hole for added strength. The hand hole location on reinforced poles is 12" above the bottom of the pole base.

CONSTRUCTION & MATERIALS

- Square, non tapered pole of structural steel tubing (ASTM A 500) with a minimum yield of 46,00 p.s.i.
- Welded to a formed carbon steel base plate with a minimum yield strength of 36,000 p.s.i.
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion

REGULATORY & VOLUNTARY QUALIFICATIONS

- National Electrical Code Requirements
- UL Listed in US for electrical ground bonding
- CSA Certified in Canada for ground bonding and structural strength

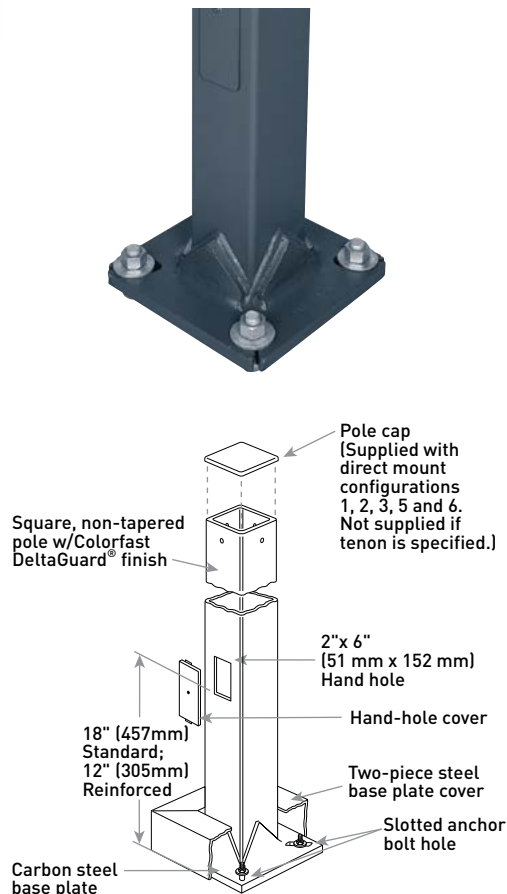
LIMITED WARRANTY*

- 7 years on pole/7 years on Colorfast DeltaGuard® finish

* See <http://lighting.cree.com/warranty> for warranty terms

Accessories

Field-Installed	
GFI Outlet Accessory – 120V	REC-GFIWH
REC-GFIBZ	- White Finish
- Bronze Finish	REC-GFISV
REC-GFIBK	- Silver Finish
- Black Finish	



Ordering Information

Example: PS3S10C1BK

Product				Mounting Configuration	Color Options
PS3S10C 10' x 3" x 0.125"	PS4S15C 15' x 4" x 0.125"	PS4S25C 25' x 4" x 0.125"	PS4S30H 30' x 4" x 0.188"	1 Single ¹	BK Black
PS3S15C 15' x 3" x 0.125"	PS4S17C 17' x 4" x 0.125"	PS4S25S 25' x 4" x 0.188"	PS5S25S 25' x 5" x 0.188"	2 Twin @ 180°	BZ Bronze
PS3S20C 20' x 3" x 0.125"	PS4S20C 20' x 4" x 0.125"	PS4S27R 27' x 4" x 0.125"	PS5S30S 30' x 5" x 0.188"	3 Twin @ 90° ¹	SV Silver
PS4S10C 10' x 4" x 0.125"	PS4S22C 22' x 4" x 0.125"	PS4S30R 30' x 4" x 0.125"	PS6S30S 30' x 6" x 0.188"	5 Triple ¹	WH White
PS4S12C 12' x 4" x 0.125"	PS4S22S 22' x 4" x 0.188"			6 Quad ¹	
				T Tenon ²	

¹ Direct mount pole configuration. N/A for Cree Edge™ High Output luminaires

² Order tenon separately. Refer to [Bracket and Tenons spec sheet](#) for additional information

CA RESIDENTS WARNING: Cancer and Reproductive Harm – www.p65warnings.ca.gov



US: lighting.cree.com

T (800) 236-6800 F (262) 504-5415

Rev. Date: V1 10/10/2018

Canada: www.cree.com/canada



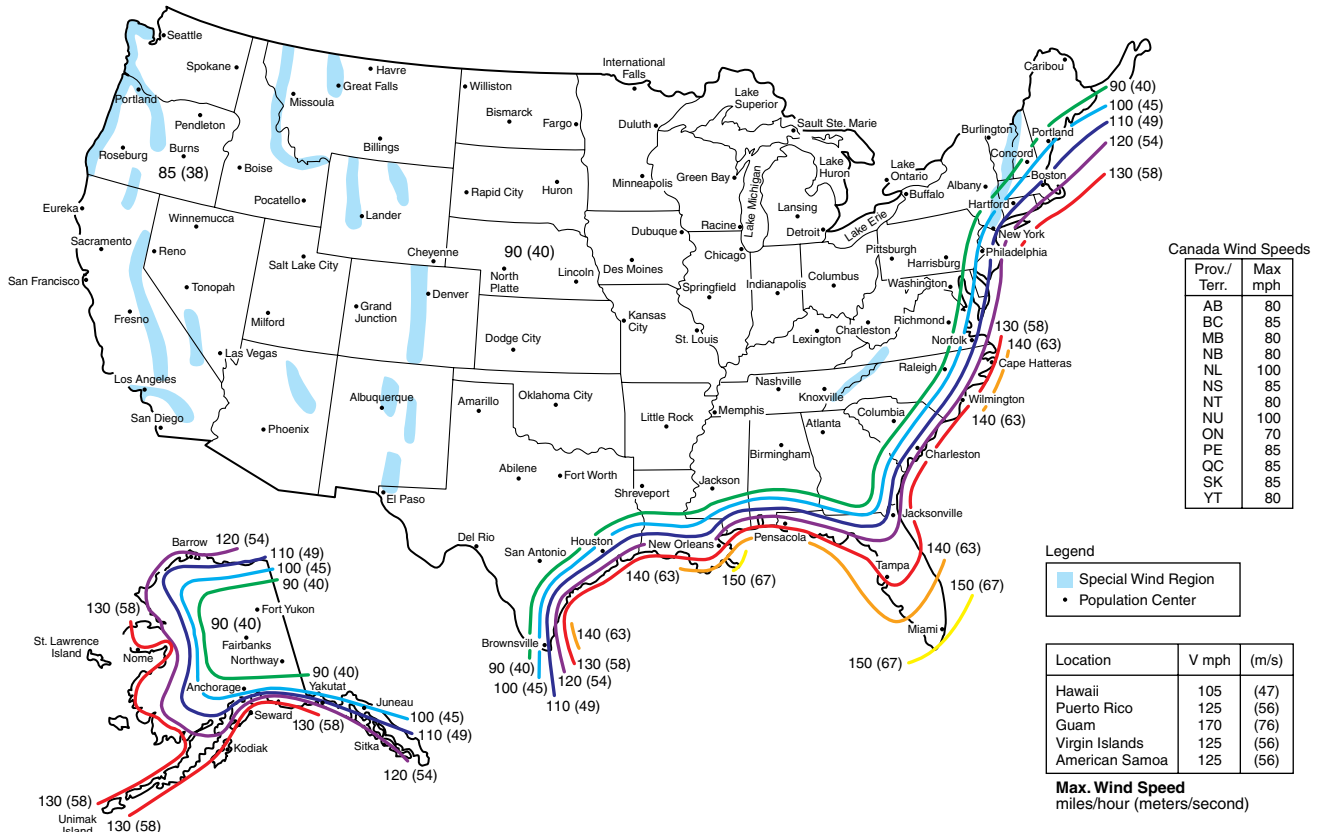
T (800) 473-1234 F (800) 890-7507

EPA & Weight

Product	Height x Width x Wall	Base Plate	Bolt Circle/Range (in)	Anchor Bolt Size	Pole EPA Rating – Base Wind Velocity (MPH)								Maximum Luminaire Weight	Approx. Shipping Weight
					70	80	90	100	110	120	130	140		
PS3S10C	10' x 3" x 0.125"	10" Sq. x 0.50" Thick	10/9.3-11	3/4"-10x18" + 3"	31.4	23.6	18.2	14.3	11.5	9.3	7.0	6.3	250 lbs. (114kg)	58 lbs. (26kg)
PS3S15C	15' x 3" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x18" + 3"	18.5	13.4	9.9	7.4	5.5	4.1	3.0	2.2	250 lbs. (114kg)	82 lbs. (37kg)
PS3S20C	20' x 3" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x18" + 3"	11.5	7.8	5.2	3.3	2.0	0.9	0.1	0.0	250 lbs. (114kg)	119 lbs. (54kg)
PS4S10C	10' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x18" + 3"	59.9	45.2	35.1	27.9	22.6	18.5	15.4	12.9	350 lbs. (159kg)	78 lbs. (35kg)
PS4S12C	12' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x18" + 3"	48.4	36.2	27.9	21.9	17.5	14.2	11.6	9.5	350 lbs. (159kg)	99 lbs. (45kg)
PS4S15C	15' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	36.5	26.9	20.3	15.6	12.1	9.5	7.4	5.8	350 lbs. (159kg)	119 lbs. (54kg)
PS4S17C	17' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	30.7	22.3	16.6	12.5	9.41	7.1	5.3	3.9	350 lbs. (159kg)	131 lbs. (59kg)
PS4S20C	20' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	24.0	16.9	12.1	8.7	6.1	4.2	2.7	1.5	350 lbs. (159kg)	150 lbs. (68kg)
PS4S22C	22' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	20.4	14.0	9.7	6.6	4.3	2.5	1.2	0.1	310 lbs. (141kg)	163 lbs. (74kg)
PS4S22S	22' x 4" x 0.188"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	31.1	22.3	16.2	11.8	8.6	6.2	4.3	2.8	350 lbs. (159kg)	207 lbs. (94kg)
PS4S25C	25' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	15.9	10.4	6.6	3.9	1.9	0.4	0.0	0.0	350 lbs. (159kg)	182 lbs. (83kg)
PS4S25S	25' x 4" x 0.188"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	25.3	17.6	12.3	8.5	5.7	3.6	1.9	0.6	350 lbs. (159kg)	252 lbs. (114kg)
PS4S27R	27' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	22.0	14.9	10.0	6.6	4.0	2.0	0.0	0.0	280 lbs. (127kg)	232 lbs. (105kg)
PS4S30R	30' x 4" x 0.125"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	17.7	11.4	7.1	4.0	1.7	0.0	0.0	0.0	315 lbs. (143kg)	301 lbs. (137kg)
PS4S30H	30' x 4" x 0.188"	10" Sq. x 0.75" Thick	10/9.3-11	3/4"-10x30" + 3"	19.5	12.5	7.8	4.4	1.9	0.0	0.0	0.0	340 lbs. (155kg)	337 lbs. (153kg)
PS5S25S	25' x 5" x 0.188"	10" Sq. x 0.75" Thick	10/9.7-11.3	1"-8x36" + 4"	43.9	31.4	22.8	16.6	12.1	8.7	6.0	3.8	450 lbs. (204kg)	320 lbs. (145kg)
PS5S30S	30' x 5" x 0.188"	10" Sq. x 0.75" Thick	10/9.7-11.3	1"-8x36" + 4"	32.2	21.9	14.9	9.9	6.2	3.4	1.2	0.0	375 lbs. (170kg)	379 lbs. (172kg)
PS6S30S	30' x 6" x 0.188"	12" Sq. x 1.0" Thick	11.5/11.3-12.8	1"-8x36" + 4"	50.8	35.7	25.3	17.9	12.4	8.2	4.9	2.4	525 lbs. (238kg)	457 lbs. (207kg)

NOTE: Hanging signs, banners and flags on poles changes the EPA rating and increases vibration. The EPA ratings data provided does not allow for this added stress which could result in pole or luminaire failure

This map indicates approximate maximum wind zones throughout the U.S. Base wind velocities are established using a 50-year recurring mean. The EPA rating of the pole must be equal to or greater than that of the luminaire(s), taking into consideration the wind conditions at the job site.



XSP Series

XSPW™ LED Wall Mount Luminaire featuring Cree TrueWhite® Technology

Product Description

The XSPW™ LED wall mount luminaire has a slim, low profile design intended for outdoor wall mounted applications. The rugged lightweight aluminum housing and mounting box are designed for installation over standard single gang J-Boxes and mud ring single gang J-Boxes. The luminaire allows for through-wired or conduit entry from the top, bottom, sides and rear. The housing design is intended specifically for LED technology including a weathertight LED driver compartment and thermal management. Optic design features industry-leading NanoOptic® Precision Delivery Grid™ system in multiple distributions.

Applications: General area and security lighting

Performance Summary

NanoOptic® Precision Delivery Grid™ optic

Assembled in the U.S.A. of U.S. and imported parts

CRI: Minimum 70 CRI (3000K, 4000K & 5700K); 90 CRI (5000K)

CCT: 3000K, 4000K, 5000K, 5700K

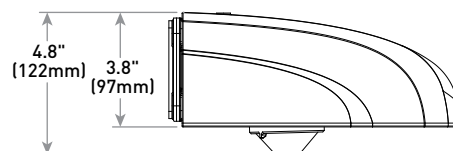
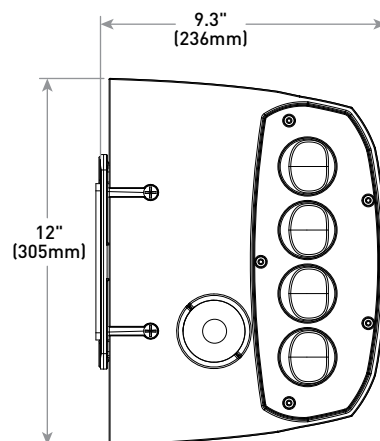
Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

* See <http://lighting.cree.com/warranty> for warranty terms

Accessories

Field-Installed	
Beauty Plate WM-PLT12** - 12" (305mm) Square WM-PLT14** - 14" (356mm) Square - Covers holes left by incumbent wall packs	Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

** Must specify color



Multi-Level Sensor location
(ordered as an option)

Lumen Package	Weight
2L, 4L, 6L	11.0 lbs. (5.0kg)
8L	11.8 lbs. (5.4kg)

Ordering Information

Example: XSPW-B-WM-2ME-2L-30K-UL-BK

XSPW	B	WM						
Product	Version	Mounting	Optic	Lumen Package*	CCT	Voltage	Color Options	Options
XSPW	B	WM Wall	2ME Type II Medium 3ME Type III Medium 4ME Type IV Medium	2L 2,490 lumens 4L 4,270 lumens 6L 6,100 lumens 8L 8,475 lumens	30K 3000K ~ 70 CRI 40K 4000K ~ 70 CRI 50K 5000K ~ 90 CRI 57K 5700K ~ 70 CRI	UL Universal 120-277V UH Universal 347-480V 34** 347V - For use with P option only	BK Black BZ Bronze SV Silver WH White	ML Multi-Level - Refer to ML spec sheet for details - Available with UL voltage only P Button Photocell - Not available with ML or PML option - Available with UL and 34 voltages only PML Programmable Multi-Level - Refer to PML spec sheet for details - Available with UL voltage only

* Lumen Package selection codes identify approximate light output only. Actual lumen output levels may vary depending on CCT and optic selection. Refer to Initial Delivered Lumen tables for specific lumen values

** Consult factory for availability

Rev. Date: VersionB V2 01/03/2019



US: lighting.cree.com

T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada

T (800) 473-1234 F (800) 890-7507



Product Specifications

CREE TRUEWHITE® TECHNOLOGY

A revolutionary way to generate high-quality white light, Cree TrueWhite® Technology is a patented approach that delivers an exclusive combination of 90+ CRI, beautiful light characteristics and lifelong color consistency, all while maintaining high luminous efficacy – a true no compromise solution.

CONSTRUCTION & MATERIALS

- Slim, low profile design
- Luminaire housing specifically designed for LED applications with advanced LED thermal management and driver
- Luminaire mounting box designed for installation over standard single gang J-Boxes and mud ring single gang J-Boxes
- Luminaire can also be direct mounted to a wall and surface wired
- Secures to wall with four 3/16" (5mm) screws (by others)
- Conduit entry from top, bottom, sides, and rear
- Exclusive Colorfast DeltaGuard® finish features an E-coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Silver, black, white and bronze are available
- **Weight:** 2L, 4L, 6L - 11.0 lbs. (5.0kg); 8L - 11.8 lbs. (5.4kg)

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- Designed with 0-10V dimming capabilities. Controls by others
- **10V Source Current:** 0.15 mA
- **Operating Temperature Range:** -40°C - +50°C (-40°F - +122°F)

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Designed for downlight applications only
- Enclosure rated IP66 per IEC 60598
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT
- DLC and DLC Premium qualified versions available. Please refer to <https://www.designlights.org/search/> for most current information
-  **CA RESIDENTS WARNING:** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Electrical Data*									
Lumen Package	CCT/CRI	System Watts	Efficacy	Total Current (A)					
		120-480V		120V	208V	240V	277V	347V	480V
2L	30K/70 CRI	20	125	0.17	0.10	0.08	0.07	0.06	0.05
	40K/70 CRI	19	131	0.16	0.09	0.08	0.07	0.06	0.04
	50K/90 CRI	24	104	0.20	0.11	0.10	0.08	0.07	0.05
	57K/70 CRI	19	131	0.16	0.09	0.08	0.07	0.06	0.04
4L	30K/70 CRI	33	129	0.28	0.16	0.14	0.13	0.10	0.07
	40K/70 CRI	31	138	0.27	0.15	0.13	0.12	0.09	0.07
	50K/90 CRI	40	107	0.34	0.20	0.17	0.16	0.12	0.09
	57K/70 CRI	31	138	0.26	0.15	0.13	0.12	0.09	0.07
6L	30K/70 CRI	51	120	0.43	0.25	0.22	0.19	0.14	0.11
	40K/70 CRI	47	130	0.40	0.23	0.20	0.18	0.14	0.10
	50K/90 CRI	60	102	0.51	0.29	0.25	0.23	0.17	0.13
	57K/70 CRI	47	130	0.40	0.23	0.20	0.17	0.14	0.10
8L	30K/70 CRI	77	110	0.65	0.38	0.32	0.28	0.22	0.16
	40K/70 CRI	72	118	0.61	0.35	0.31	0.27	0.21	0.15
	50K/90 CRI	78	89	0.66	0.37	0.33	0.29	0.22	0.16
	57K/70 CRI	71	119	0.60	0.35	0.30	0.26	0.20	0.15

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

XSPW Series Ambient Adjusted Lumen Maintenance Factors¹					
Ambient	Initial LMF	25K hr Projected² LMF	50K hr Projected² LMF	75K hr Calculated³ LMF	100K hr Calculated³ LMF
0°C (32°F)	1.05	1.00	0.98	0.96	0.94
5°C (41°F)	1.04	1.00	0.98	0.96	0.94
10°C (50°F)	1.03	0.99	0.97	0.95	0.93
15°C (59°F)	1.02	0.98	0.96	0.94	0.92
20°C (68°F)	1.01	0.97	0.95	0.93	0.91
25°C (77°F)	1.00	0.96	0.94	0.92	0.90
30°C (86°F)	0.99	0.95	0.93	0.91	0.89
35°C (95°F)	0.98	0.94	0.92	0.90	0.88
40°C (104°F)	0.97	0.93	0.91	0.89	0.87

¹ Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions

² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (IDUT) i.e. the packaged LED chip

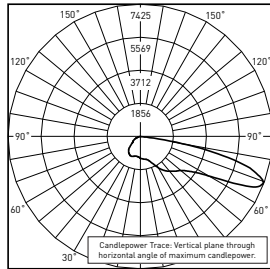
³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (IDUT) i.e. the packaged LED chip



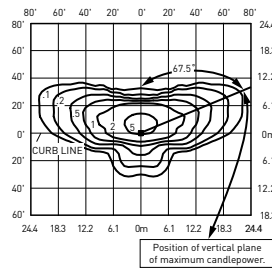
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/wall-mount/xsp-series-wall>

2ME



CESTL Test Report #: PL12798-001A
XSPW-B-**-2ME-8L-40K-UL
Initial Delivered Lumens: 8,622



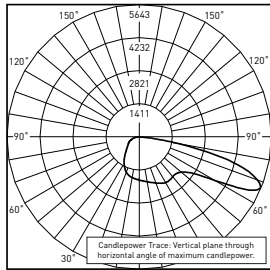
XSPW-B-**-2ME-8L-40K-UL
Mounting Height: 15' (4.6) A.F.G.
Initial Delivered Lumens: 8,475
Initial FC at grade

Type II Medium Distribution								
Lumen Package	3000K		4000K		5000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
2L	2,490	B1 U0 G1	2,490	B1 U0 G1	2,490	B1 U0 G1	2,490	B1 U0 G1
4L	4,270	B1 U0 G1	4,270	B1 U0 G1	4,270	B1 U0 G1	4,270	B1 U0 G1
6L	6,100	B1 U0 G2	6,100	B1 U0 G2	6,100	B1 U0 G2	6,100	B1 U0 G2
8L	8,475	B2 U0 G2	8,475	B2 U0 G2	6,925	B1 U0 G2	8,475	B2 U0 G2

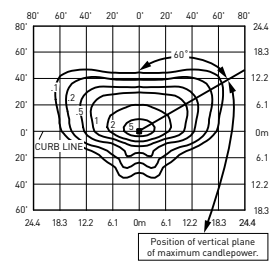
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

3ME



CESTL Test Report #: PL12366-007A
XSPW-B-**-3ME-8L-40K-UL
Initial Delivered Lumens: 8,543



XSPW-B-**-3ME-8L-40K-UL
Mounting Height: 15' (4.6m) A.F.G.
Initial Delivered Lumens: 8,475
Initial FC at grade

Type III Medium Distribution								
Lumen Package	3000K		4000K		5000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
2L	2,490	B1 U0 G1	2,490	B1 U0 G1	2,490	B1 U0 G1	2,490	B1 U0 G1
4L	4,270	B1 U0 G1	4,270	B1 U0 G1	4,270	B1 U0 G1	4,270	B1 U0 G1
6L	6,100	B1 U0 G2	6,100	B1 U0 G2	6,100	B1 U0 G2	6,100	B1 U0 G2
8L	8,475	B2 U0 G2	8,475	B2 U0 G2	6,925	B1 U0 G2	8,475	B2 U0 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

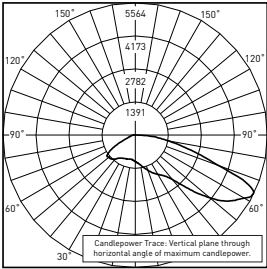
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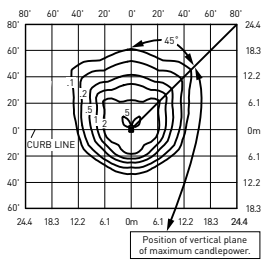
Photometry

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4ME



CESTL Test Report #: PL12799-001A
XSPW-B-**-4ME-8L-40K-UL
Initial Delivered Lumens: 8,873



XSPW-B-**-4ME-8L-40K-UL
Mounting Height: 15' (4.6m) A.F.G.
Initial Delivered Lumens: 8,475
Initial FC at grade

Type IV Medium Distribution								
Lumen Package	3000K		4000K		5000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
2L	2,490	B1 U0 G1	2,490	B1 U0 G1	2,490	B1 U0 G1	2,490	B1 U0 G1
4L	4,270	B1 U0 G1	4,270	B1 U0 G1	4,270	B1 U0 G1	4,270	B1 U0 G1
6L	6,100	B2 U0 G2	6,100	B2 U0 G2	6,100	B2 U0 G2	6,100	B2 U0 G2
8L	8,475	B2 U0 G2	8,475	B2 U0 G2	6,925	B2 U0 G2	8,475	B2 U0 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

OSQ Series

OSQ™ LED Area/Flood Luminaire – Large

Product Description

The OSQ™ Area/Flood luminaire blends extreme optical control, advanced thermal management and modern, clean aesthetics. Built to last, the housing is rugged cast aluminum with an integral, weathertight LED driver compartment. Versatile mounting configurations offer simple installation. Its slim, low-profile design minimizes wind load requirements and blends seamlessly into the site providing even, quality illumination. The 'T' input power designator is a suitable upgrade for HID applications up to 750 Watts, and the 'U' input power designator is a suitable upgrade for HID applications up to 1000 Watts.

Applications: Parking lots, walkways, campuses, auto dealerships, office complexes, and internal roadways

Performance Summary

NanoOptic® Precision Delivery Grid™ optic

Assembled in the U.S.A. of U.S. and imported parts

Initial Delivered Lumens: Up to 27,103

Efficacy: Up to 139 LPW

CRI: Minimum 70 CRI

CCT: 3000K (+/- 300K), 4000K (+/- 300K), 5700K (+/- 500K)

Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

* See <http://lighting.cree.com/warranty> for warranty terms

Accessories

Field-Installed	
Backlight Shield OSQ-BLSLF - Front facing optics OSQ-BLSLR - Rotated optics	Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required Bird Spikes OSQ-LG-BRDSPK

Ordering Information

Fully assembled luminaire is composed of two components that must be ordered separately:

Example: **Mount:** OSQ-AASV + **Luminaire:** OSQ-A-NM-2ME-T-40K-UL-SV

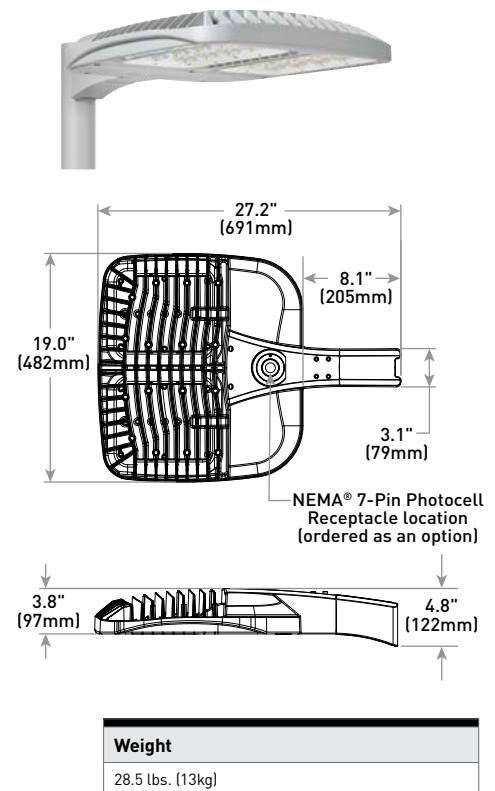
Mount (Luminaire must be ordered separately)*	
OSQ-	
OSQ-AA Adjustable Arm OSQ-DA Direct Arm	Color Options: SV Silver BK Black BZ Bronze SV Silver WH White

* Reference EPA and pole configuration suitability data beginning on page 7

Luminaire (Mount must be ordered separately)								
OSQ	A	NM						
Product	Version	Mounting	Optic	Input Power Designator	CCT	Voltage	Color Options	Options
OSQ	A	NM No Mount	Asymmetric 2ME* Type II Medium 3ME* Type III Medium	T 166W U 215W	30K 3000K 40K 4000K 57K 5700K	UL Universal 120-277V UH Universal 347-480V	BK Black BZ Bronze SV Silver WH White	F Fuse - When code dictates fusing, use time delay fuse - Available for U.S. applications only PML Programmable Multi-Level, up to 40° Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt PML2 Programmable Multi-Level, 10-30° Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt Q9/Q8/Q7/Q6/Q5/Q4/Q3/Q2/Q1 Field Adjustable Output - Must select Q9, Q6, Q5, Q4, Q3, Q2, or Q1 for T input power designator - Must select Q9, Q8, Q7, Q6, Q5, Q4, Q3, Q2, or Q1 for U input power designator - Offers full range adjustability - Refer to pages 9-10 for power and lumen values - Not available with PML or PML2 options
			Symmetric 5ME Type V Medium 5SH Type V Short WSN Wide Sign 15D 15° Flood					R NEMA® 7-Pin Photocell Receptacle - 7-pin receptacle per ANSI C136.41 - Intended for downlight applications with maximum 45° tilt - Factory connected 0-10V dim leads - Photocell and shorting cap by others RL Rotate Left - LED and optic are rotated to the left - Refer to RR/RL configuration diagram on page 2 for optic directionality RR Rotate Right - LED and optic are rotated to the right - Refer to RR/RL configuration diagram on page 2 for optic directionality

* Available with Backlight Shield when ordered with field-installed accessory (see table above)

DA Mount



Rev. Date: V18 01/15/2019



US: lighting.cree.com

T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada

T (800) 473-1234 F (800) 890-7507

Product Specifications

CONSTRUCTION & MATERIALS

- Slim, low profile design minimizes wind load requirements
- Luminaire housing is rugged die cast aluminum with an integral, weathertight LED driver compartment and high-performance heat sink
- Convenient interlocking mounting method on direct arm mount. Mounting adaptor is rugged die cast aluminum and mounts to 3-6" (76-152mm) square or round pole, secured by two 5/16-18 UNC bolts spaced on 2" (51mm) centers
- Mounting for the adjustable arm mount adaptor is rugged die cast aluminum and mounts to 2" (51mm) IP, 2.375" (60mm) O.D. tenon
- Adjustable arm mount can be adjusted 180° in 2.5° increments
- Includes 18" (340mm) 18/5 or 16/5 cord exiting the luminaire. When ordered with R option, 18" (340mm) 18/7 or 16/7 cord is provided
- Designed for uplight and downlight applications
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Silver, bronze, black, and white are available
- **Weight:** 28.5 lbs. (13kg)

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- Designed with 0-10V dimming capabilities. Controls by others
- Refer to Dimming spec sheet for details
- **10V Source Current:** 0.15mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without R option
- Consult factory for CE Certified products
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- DLC and DLC Premium qualified versions available. Some exceptions apply. Please refer to <https://www.designlights.org/search/> for most current information
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT. Please refer to <http://darksky.org/fsa/fsa-products/> for most current information
- **CA RESIDENTS WARNING:** Cancer and Reproductive Harm – www.p65warnings.ca.gov

Electrical Data*							
Input Power Designator	System Watts 120-480V	Total Current (A)					
		120V	208V	240V	277V	347V	480V
T	166	1.41	0.83	0.72	0.62	0.49	0.35
U	215	1.83	1.08	0.93	0.81	0.62	0.45

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-480V +/-10%

OSQ Series Ambient Adjusted Lumen Maintenance ¹						
Ambient	Optic	Initial LMF	25K hr Projected ² LMF	50K hr Projected ² LMF	75K hr Projected ² / Calculated ³ LMF	100K hr Projected ² / Calculated ³ LMF
5°C (41°F)	Asymmetric	1.04	1.02	1.01	1.00 ³	0.99 ³
	Symmetric	1.05	1.04	1.03	1.03 ²	1.02 ²
10°C (50°F)	Asymmetric	1.03	1.01	1.00	0.99 ³	0.98 ³
	Symmetric	1.04	1.03	1.02	1.01 ²	1.00 ²
15°C (59°F)	Asymmetric	1.02	1.00	0.99	0.98 ³	0.97 ³
	Symmetric	1.02	1.02	1.01	1.00 ²	0.99 ²
20°C (68°F)	Asymmetric	1.01	0.99	0.98	0.97 ³	0.96 ³
	Symmetric	1.01	1.01	1.00	0.99 ²	0.98 ²
25°C (77°F)	Asymmetric	1.00	0.98	0.97	0.96 ³	0.95 ³
	Symmetric	1.00	0.99	0.98	0.98 ²	0.97 ²

¹ Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions.

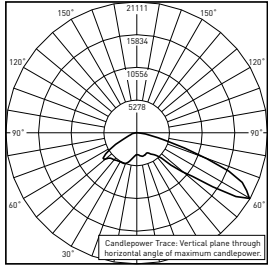
² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

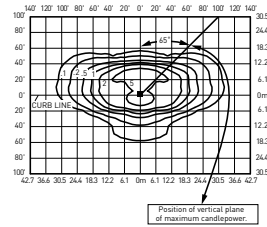
Photometry

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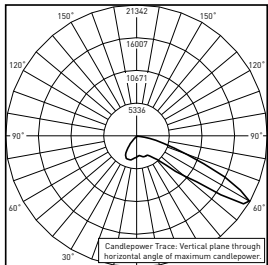
2ME



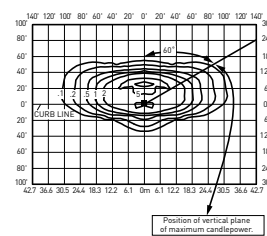
CESTL Test Report #: PL07701-001A
OSQ-A**-2ME-U-40K-UL
Initial Delivered Lumens: 26,946



OSQ-A-2ME-U-40K-UL**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 26,583
Initial FC at grade



CESTL Test Report #: PL07700-001A
OSQ-A**-2ME-U-57K-UL w/OSQ-BLSLF
Initial Delivered Lumens: 22,822



OSQ-A-2ME-U-40K-UL w/OSQ-BLSLF**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 20,427
Initial FC at grade

Type II Medium Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
T	20,688	B3 U0 G3	21,902	B3 U0 G3	22,330	B3 U0 G3
U	25,246	B3 U0 G3	26,583	B3 U0 G3	27,103	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

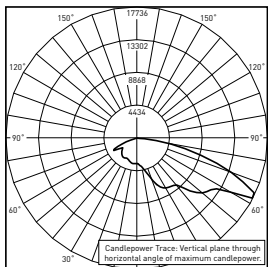
Type II Medium w/BLS Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
T	15,897	B2 U0 G2	16,830	B3 U0 G2	17,159	B3 U0 G2
U	19,400	B3 U0 G2	20,427	B3 U0 G2	20,826	B3 U0 G2

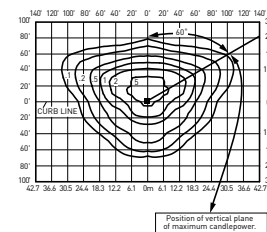
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

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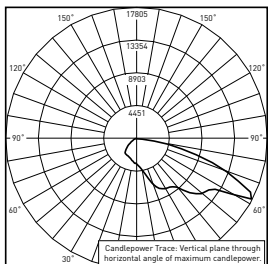
3ME



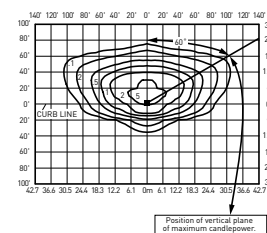
CESTL Test Report #: PL07698-001A
OSQ-A**-3ME-U-40K-UL
Initial Delivered Lumens: 27,305



OSQ-A-3ME-U-40K-UL**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 26,583
Initial FC at grade



CESTL Test Report #: PL07699-001A
OSQ-A**-3ME-U-57K-UL w/OSQ-BLSLF
Initial Delivered Lumens: 23,601



OSQ-A-3ME-U-40K-UL w/OSQ-BLSLF**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 20,986
Initial FC at grade

Type III Medium Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
T	20,688	B3 U0 G3	21,902	B3 U0 G3	22,330	B3 U0 G3
U	25,246	B3 U0 G3	26,583	B3 U0 G3	27,103	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

Type III Medium w/BLS Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
T	16,333	B2 U0 G2	17,291	B2 U0 G2	17,629	B2 U0 G3
U	19,931	B2 U0 G3	20,986	B2 U0 G3	21,397	B2 U0 G3

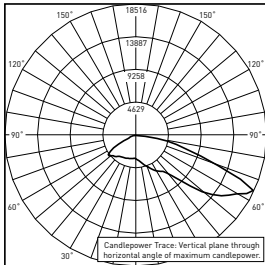
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

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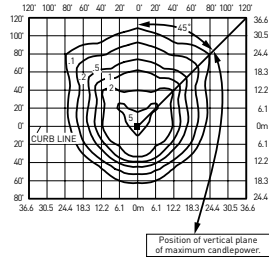
Photometry

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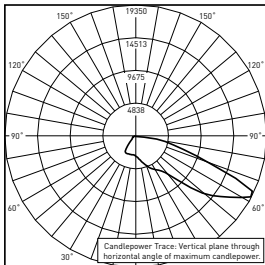
4ME



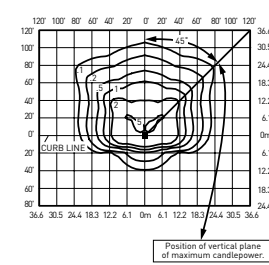
CESTL Test Report #: PL07690-001A
OSQ-A**-4ME-U-40K-UL
Initial Delivered Lumens: 27,527



OSQ-A**-4ME-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 26,583
Initial FC at grade

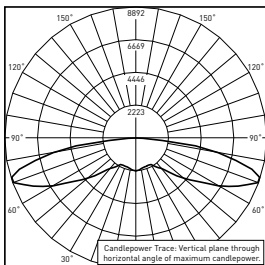


CESTL Test Report #: PL07692-001A
OSQ-A**-4ME-U-57K-UL w/OSQ-BLSLF
Initial Delivered Lumens: 22,793

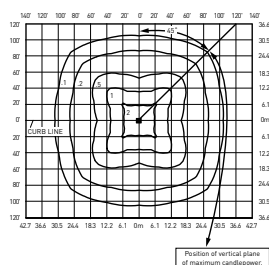


OSQ-A**-4ME-U-40K-UL w/OSQ-BLSLF
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 20,427
Initial FC at grade

5ME

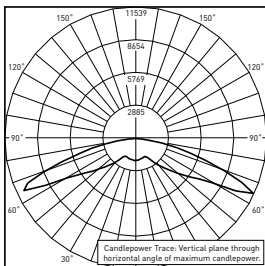


CESTL Test Report #: PL07882-001A
OSQ-A**-5ME-U-30K-UL
Initial Delivered Lumens: 21,410

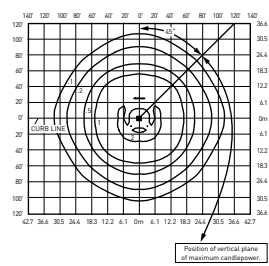


OSQ-A**-5ME-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 24,666
Initial FC at grade

5SH



CESTL Test Report #: PL10754-001A
OSQ-A**-5SH-U-40K-UL
Initial Delivered Lumens: 25,679



OSQ-A**-5SH-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 26,051
Initial FC at grade

Type IV Medium Distribution					
Input Power Designator	3000K		4000K		5700K
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*
T	20,688	B3 U0 G3	21,902	B3 U0 G3	22,330
U	25,246	B4 U0 G3	26,583	B4 U0 G3	27,103

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

Type IV Medium w/BLS Distribution					
Input Power Designator	3000K		4000K		5700K
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*
T	15,897	B2 U0 G3	16,830	B2 U0 G3	17,159
U	19,400	B3 U0 G3	20,427	B3 U0 G3	20,826

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

Type V Medium Distribution					
Input Power Designator	3000K		4000K		5700K
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*
T	20,213	B5 U0 G5	21,469	B5 U0 G5	21,842
U	23,222	B5 U0 G5	24,666	B5 U0 G5	25,095

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

Type V Short Distribution					
Input Power Designator	3000K		4000K		5700K
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*
T	21,349	B5 U0 G3	22,675	B5 U0 G3	23,069
U	24,527	B5 U0 G3	26,051	B5 U0 G3	26,504

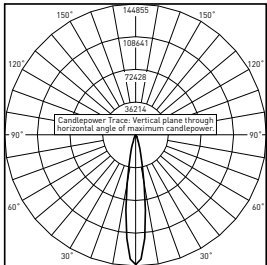
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

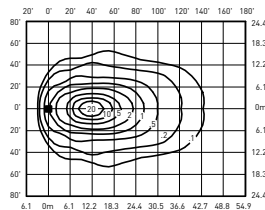
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

15D



CESTL Test Report #: PL07689-001A
OSQ-A-**-15D-U-30K-UL
Initial Delivered Lumens: 23,254



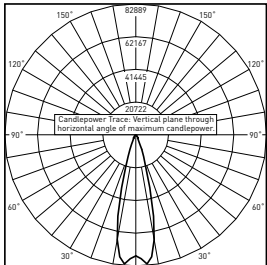
OSQ-A-**-15D-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 26,051
Initial FC at grade

15° Flood Distribution

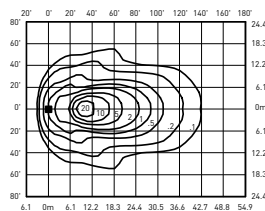
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
T	21,349	22,675	23,069
U	24,527	26,051	26,504

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

25D



CESTL Test Report #: PL07687-001A
OSQ-A-**-25D-U-30K-UL
Initial Delivered Lumens: 23,265



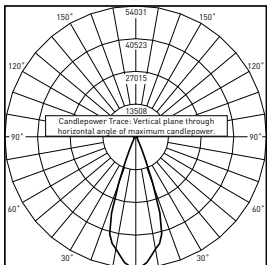
OSQ-A-**-25D-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 26,051
Initial FC at grade

25° Flood Distribution

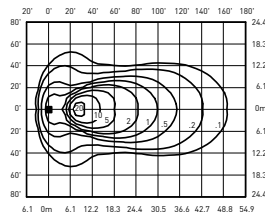
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
T	21,349	22,675	23,069
U	24,527	26,051	26,504

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

40D



CESTL Test Report #: PL07697-001A
OSQ-A-**-40D-U-30K-UL
Initial Delivered Lumens: 22,943



OSQ-A-**-40D-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 26,051
Initial FC at grade

40° Flood Distribution

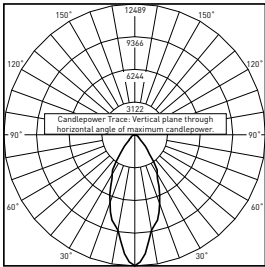
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
T	21,349	22,675	23,069
U	24,527	26,051	26,504

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

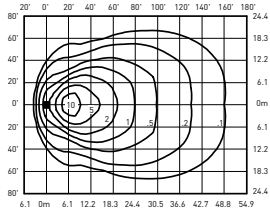
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

60D



CESTL Test Report #: PL08100-001B
OSQ-A-**-60D-B-30K-UL
Initial Delivered Lumens: 10,079

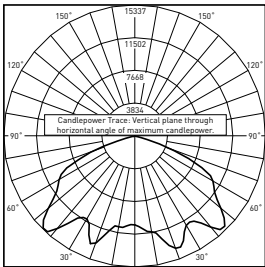


OSQ-A-**-60D-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 26,051
Initial FC at grade

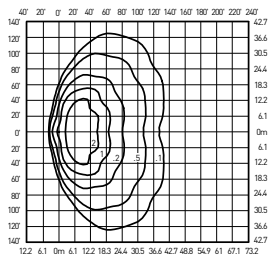
60° Flood Distribution			
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
T	21,349	22,675	23,069
U	24,527	26,051	26,504

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

WSN



CESTL Test Report #: PL07695-001A
OSQ-A-**-WSN-U-30K-UL
Initial Delivered Lumens: 23,116



OSQ-A-**-WSN-U-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° tilt
Initial Delivered Lumens: 26,051
Initial FC at grade

Wide Sign Distribution			
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
T	21,349	22,675	23,069
U	24,527	26,051	26,504

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

OSQ™ LED Area/Flood Luminaire – Large

Luminaire EPA

Fixed Arm Mount – OSQ-DA Weight: 28.5 lbs. (13kg)					
Single	2 @ 180°	2 @ 90°	3 @ 90°	3 @ 120°	4 @ 90°
					
0.80	1.61	1.26	2.06	1.68	2.52

Adjustable Arm Mount – OSQ-AA Weight: 28.5 lbs. (13kg)							
Single	2 @ 180°	2 @ 90°	3 @ 90°	3 @ 120°	3 @ 180°	4 @ 180°	4 @ 90°
Tenon Configuration [0° -80° Tilt]; If used with Cree tenons, please add tenon EPA with Luminaire EPA							
							
PB-1A*; PT-1; PW-1A3**	PB-2A*; PB-2R2.375; PD-2A4(180); PT-2(180); PW-2A3**	PB-2A*; PD-2A4(90); PT-2(90)	PB-3A*; PD-3A4(90); PT-3(90)	PB-3A*; PT-3(120)	PB-3A*; PB-3R2.375	PB-4A*(180)	PB-4A*(90); PB-4R2.375; PD-4A4(90); PT-4(90)
0° Tilt							
0.80	1.61	1.26	2.06	1.68	3.33	4.66	2.52
10° Tilt							
0.81	1.61	1.62	2.42	2.32	4.40	6.08	3.24
20° Tilt							
1.24	1.61	2.04	2.84	3.13	5.68	7.80	4.08
30° Tilt							
1.64	1.64	2.44	3.24	3.97	6.88	9.40	4.88
45° Tilt							
2.20	2.20	3.00	3.80	5.07	8.55	11.64	6.00
60° Tilt							
2.63	2.63	3.43	4.23	5.73	9.84	13.36	6.86
70° Tilt							
2.82	2.82	3.62	4.42	5.73	10.41	14.12	7.24
80° Tilt							
2.93	2.93	3.73	4.53	5.73	10.74	14.56	7.46
Tenon Configuration [90° Tilt]; If used with Cree tenons, please add tenon EPA with Luminaire EPA							
PB-1A*; PT-1; PW-1A3**	PB-2A*; PB-2R2.375; PD-2A4(180); PT-2(180); PW-2A3**	PB-2A*	PB-3A*	PB-3A*; PT-3(120)	PB-3A*; PB-3R2.375	PB-4A*(180)	PB-4A*(90); PB-4R2.375
90° Tilt							
2.95	2.95	4.84	6.52	5.73	10.81	14.64	11.19

* Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"] for single, double or triple luminaire orientation or 4 [4"], 5 [5"], or 6 [6"] for quad luminaire orientation
 ** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"]

Tenon EPA

Part Number	EPA
PB-1A*	None
PB-2A*	0.82
PB-3A*	1.52
PB-4A*[180]	2.22
PB-4A*[90]	1.11
PB-2R2.375	0.92
PB-3R2.375	1.62
PB-4R2.375	2.32
PD Series Tenons	0.09
PT Series Tenons	0.10
PW-1A3**	0.47
PW-2A3**	0.94
WM-2	0.08
WM-4	0.25
WM-DM	None

* Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"] for single, double or triple luminaire orientation or 4 [4"], 5 [5"], or 6 [6"] for quad luminaire orientation

** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"]

Tenons and Brackets* (must specify color)	
Square Internal Mount Vertical Tenons (Steel) - Mounts to 3-6" (76-152mm) square aluminum or steel poles PB-1A* – Single PB-4A*[90] – 90° Quad PB-2A* – 180° Twin PB-4A*[180] – 180° Quad PB-3A* – 180° Triple	Round External Mount Vertical Tenons (Steel) - Mounts to 2.375" (60mm) O.D. round aluminum or steel poles or tenons PB-2R2.375 – Twin PB-4R2.375 – Quad PB-3R2.375 – Triple
Square Internal Mount Horizontal Tenons (Aluminum) - Mounts to 4" (102mm) square aluminum or steel poles PD-2A4[90] – 90° Twin PD-3A4[90] – 90° Triple PD-2A4[180] – 180° Twin PD-4A4[90] – 90° Quad	Round External Mount Horizontal Tenons (Aluminum) - Mounts to 2.375" (60mm) O.D. round aluminum or steel poles or tenons - Mounts to square pole with PB-1A* tenon PT-1 – Single (Vertical) PT-3[90] – 90° Triple PT-2[90] – 90° Twin PT-3[120] – 120° Triple PT-2[180] – 180° Twin PT-4[90] – 90° Quad
Wall Mount Brackets - Mounts to wall or roof WM-2 – Horizontal for OSQ-AA mount WM-4 – L-Shape for OSQ-AA mount WM-DM – Plate for OSQ-DA mount	Mid-Pole Bracket - Mounts to square pole PW-1A3** – Single PW-2A3** – Double
	Ground Mount Post - For ground-mounted flood luminaires PGM-1 - for OSQ-AA mount

* Refer to the [Bracket and Tenons spec sheet](#) for more details

Direct Mount Configurations

Compatibility with OSQ-DA Direct Mount Bracket					
Input Power Designator	2 @ 90°	2 @ 180°	3 @ 90°	3 @ 120°	4 @ 90°
3" Square					
T & U	N/A	✓	N/A	N/A	N/A
3" Round					
T & U	N/A	✓	N/A	N/A	N/A
4" Square					
T & U	✓	✓	✓	N/A	✓
4" Round					
T & U	✓	✓	✓	✓	✓
5" Square					
T & U	✓	✓	✓	N/A	✓
5" Round					
T & U	✓	✓	✓	✓	✓
6" Square					
T & U	✓	✓	✓	N/A	✓
6" Round					
T & U	✓	✓	✓	✓	✓



Field Adjustable Output (Q9/Q6/Q5/Q4/Q3/Q2/Q1) Option Description:

The Field Adjustable Output option enables the OSQ area luminaires to be tuned to the exact needs of a particular application through multiple levels of adjustment. When ordered with the Q option, the luminaire will be shipped from the factory at the selected Q setting and will be fully adjustable between the nine settings.

Q Option Power & Lumen Data – Designator T

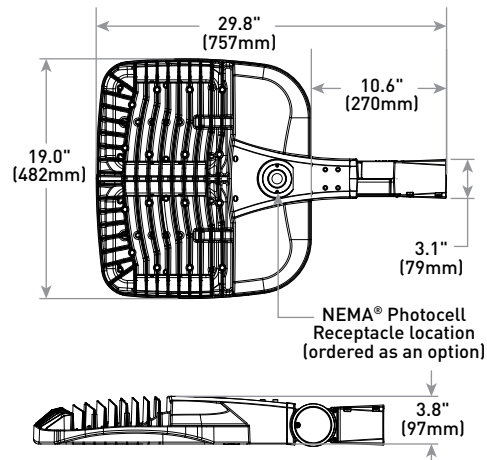
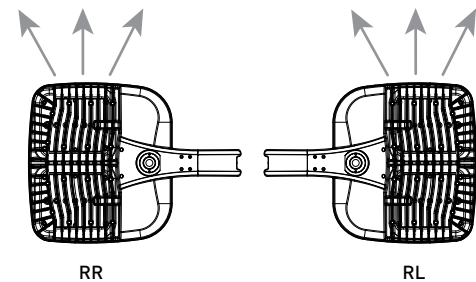
Q Option Setting	CCT	System Watts	Lumen Values						Optics Qualified on DLC QPL	
		120-480V	Asymmetric	5ME	5SH & Floods	2ME w/BLS	3ME w/BLS	4ME w/BLS	Standard	Premium
Q9 (Full Power)	30K	166	20,688	20,213	21,349	15,897	16,333	15,897	5ME, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME, 5SH
	40K		21,902	21,469	22,675	16,830	17,291	16,830	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
	57K		22,330	21,842	23,069	17,159	17,629	17,159	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
Q6	30K	151	18,826	18,394	19,428	14,466	14,863	14,466	5ME, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME, 5SH
	40K		19,931	19,537	20,634	15,315	15,735	15,315	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
	57K		20,320	19,876	20,993	15,615	16,042	15,615	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
Q5	30K	135	16,964	16,575	17,506	13,036	13,393	13,036	5ME, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME, 5SH
	40K		17,960	17,605	18,594	13,801	14,179	13,801	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
	57K		18,311	17,910	18,917	14,070	14,456	14,070	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
Q4	30K	115	15,102	14,755	15,585	11,605	11,923	11,605	5ME, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME, 5SH
	40K		15,988	15,672	16,553	12,286	12,622	12,286	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
	57K		16,301	15,945	16,840	12,526	12,869	12,526	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
Q3	30K	96	13,033	12,734	13,450	10,015	10,290	10,015	5ME, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME, 5SH
	40K		13,798	13,525	14,285	10,603	10,893	10,603	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
	57K		14,068	13,760	14,533	10,810	11,106	10,810	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
Q2	30K	79	10,551	10,309	10,888	8,107	8,330	8,107	5ME, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME, 5SH
	40K		11,170	10,949	11,564	8,583	8,818	8,583	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
	57K		11,388	11,139	11,765	8,751	8,991	8,751	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
Q1/	30K	58	8,689	8,489	8,967	6,677	6,860	6,677	5ME, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME, 5SH
	40K		9,199	9,017	9,524	7,069	7,262	7,069	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN
	57K		9,379	9,174	9,689	7,207	7,404	7,207	N/A	2ME, 3ME, 4ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN

Field Adjustable Output (Q9/Q8/Q7/Q6/Q5/Q4/Q3/Q2/Q1) Option Description:

The Field Adjustable Output option enables the OSQ area luminaires to be tuned to the exact needs of a particular application through multiple levels of adjustment. When ordered with the Q option, the luminaire will be shipped from the factory at the selected Q setting and will be fully adjustable between the nine settings.

Q Option Power & Lumen Data – Designator U

Q Option Setting	CCT	System Watts	Lumen Values						Optics Qualified on DLC QPL	
		120-480V	Asymmetric	5ME	5SH & Floods	2ME w/BLS	3ME w/BLS	4ME w/BLS	Standard	Premium
Q9 (Full Power)	30K	215	25,246	23,222	24,527	19,400	19,931	19,400	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		26,583	24,666	26,051	20,427	20,986	20,427	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		27,103	25,095	26,504	20,826	21,397	20,826	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q8	30K	191	23,226	21,364	22,565	17,848	18,337	17,848	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		24,456	22,693	23,967	18,793	19,307	18,793	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		24,935	23,087	24,384	19,160	19,685	19,160	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q7	30K	171	21,207	19,506	20,603	16,296	16,742	16,296	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		22,330	20,719	21,883	17,159	17,628	17,159	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		22,767	21,080	22,263	17,494	17,973	17,494	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q6	30K	152	19,439	17,881	18,886	14,938	15,347	14,938	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		20,469	18,993	20,059	15,729	16,159	15,729	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		20,869	19,323	20,408	16,036	16,476	16,036	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q5	30K	133	17,672	16,255	17,169	13,580	13,952	13,580	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		18,608	17,266	18,236	14,299	14,690	14,299	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		18,972	17,567	18,553	14,578	14,978	14,578	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q4	30K	113	15,400	14,165	14,961	11,834	12,158	11,834	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		16,216	15,046	15,891	12,460	12,801	12,460	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		16,533	15,308	16,167	12,704	13,052	12,704	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q3	30K	94	13,128	12,075	12,754	10,088	10,364	10,088	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		13,823	12,826	13,547	10,622	10,913	10,622	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		14,094	13,049	13,782	10,830	11,126	10,830	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q2	30K	77	11,108	10,218	10,792	8,536	8,770	8,536	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		11,697	10,853	11,462	8,988	9,234	8,988	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		11,925	11,042	11,662	9,163	9,415	9,163	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
Q1	30K	53	7,574	6,967	7,358	5,820	5,979	5,820	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME
	40K		7,975	7,400	7,815	6,128	6,296	6,128	3ME, 5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 4ME
	57K		8,131	7,529	7,951	6,248	6,419	6,248	5ME, 5SH, 15D, 25D, 40D, 60D, WSN	2ME, 3ME, 4ME

AA Mount**RR/RL Configuration**

PLAT OF SURVEY

OWNER: RICK A. WEISSMAN

PARCEL TAX ID: 264996

ADDRESS: W140 N10455 FOND DU LAC AVE
GERMANTOWN, WI

LEGAL DESCRIPTION

LOT 3 OF CERTIFIED SURVEY MAP 4534 RECORDED AS DOCUMENT No. 698155 BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN.

METES AND BOUNDS

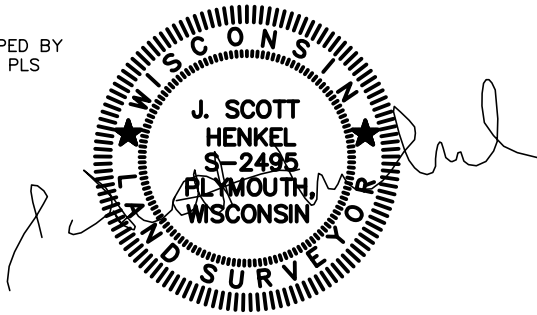
LOT 3 OF CERTIFIED SURVEY MAP 4534 RECORDED AS DOCUMENT No. 698155 BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, COUNTY OF WASHINGTON, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4, THENCE NORTH 02°43'12" WEST, 249.33 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4;
THENCE SOUTH 87°41'36" WEST, 60.00 FEET, TO THE WEST LINE OF FOND DU LAC AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE SOUTH 87°41'36" WEST 192.03 FEET;
THENCE SOUTH 88°23'32" WEST, 394.00 FEET;
THENCE NORTH 04°02'28" WEST, 304.50 FEET, ALONG THE EAST LINE OF WOODED HILLS;
THENCE NORTH 88°23'32" EAST, 593.08 FEET, TO SAID WEST LINE;
THENCE SOUTH 02°43'12" EAST ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

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

INTERIOR ANGLES	
A	89°35'12"
B	179°18'04"
C	92°26'00"
D	87°34'00"
E	91°06'44"

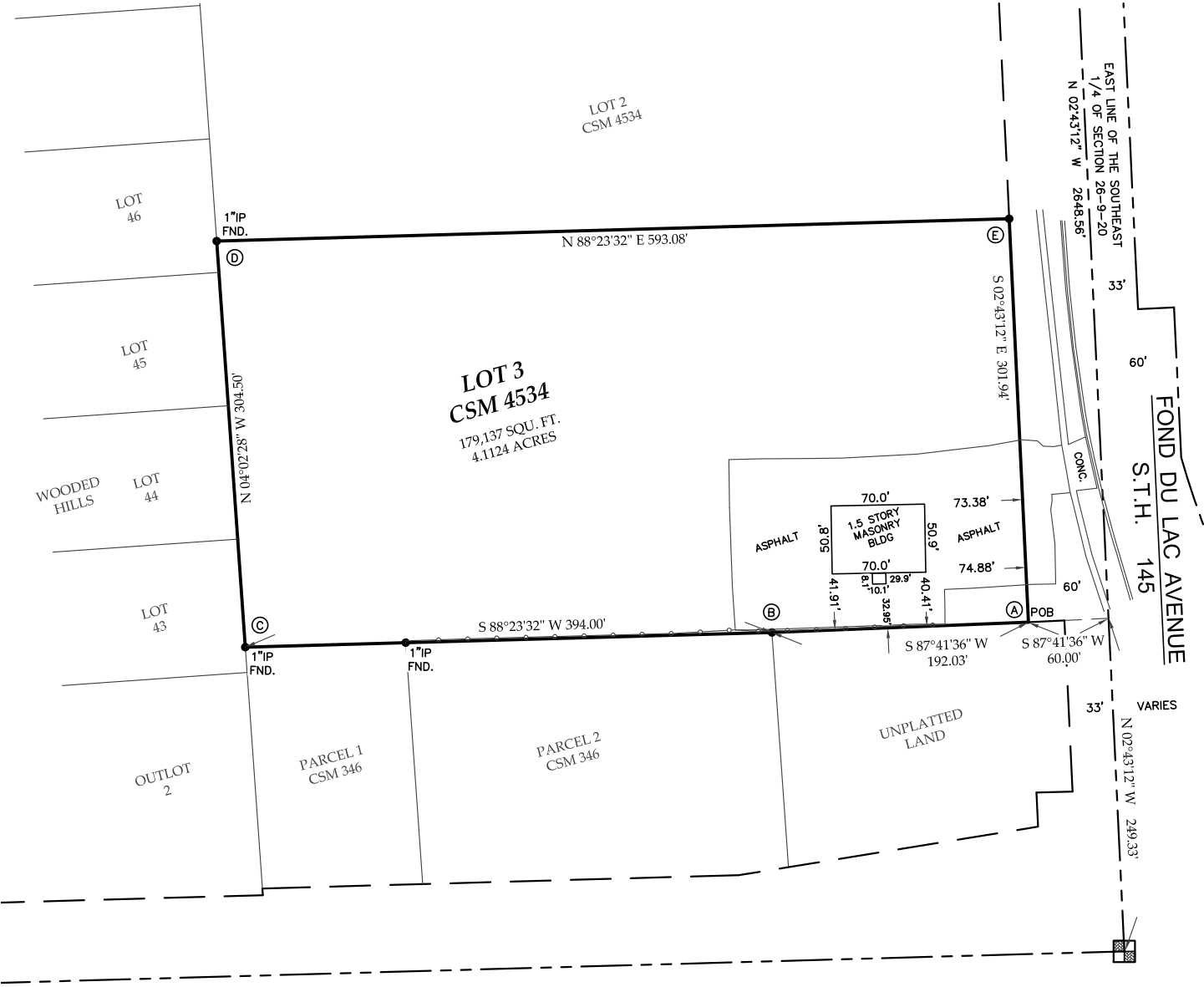
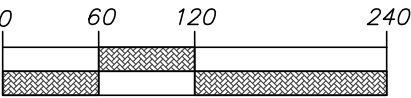
SURVEYED AND MAPPED BY
J. SCOTT HENKEL, PLS



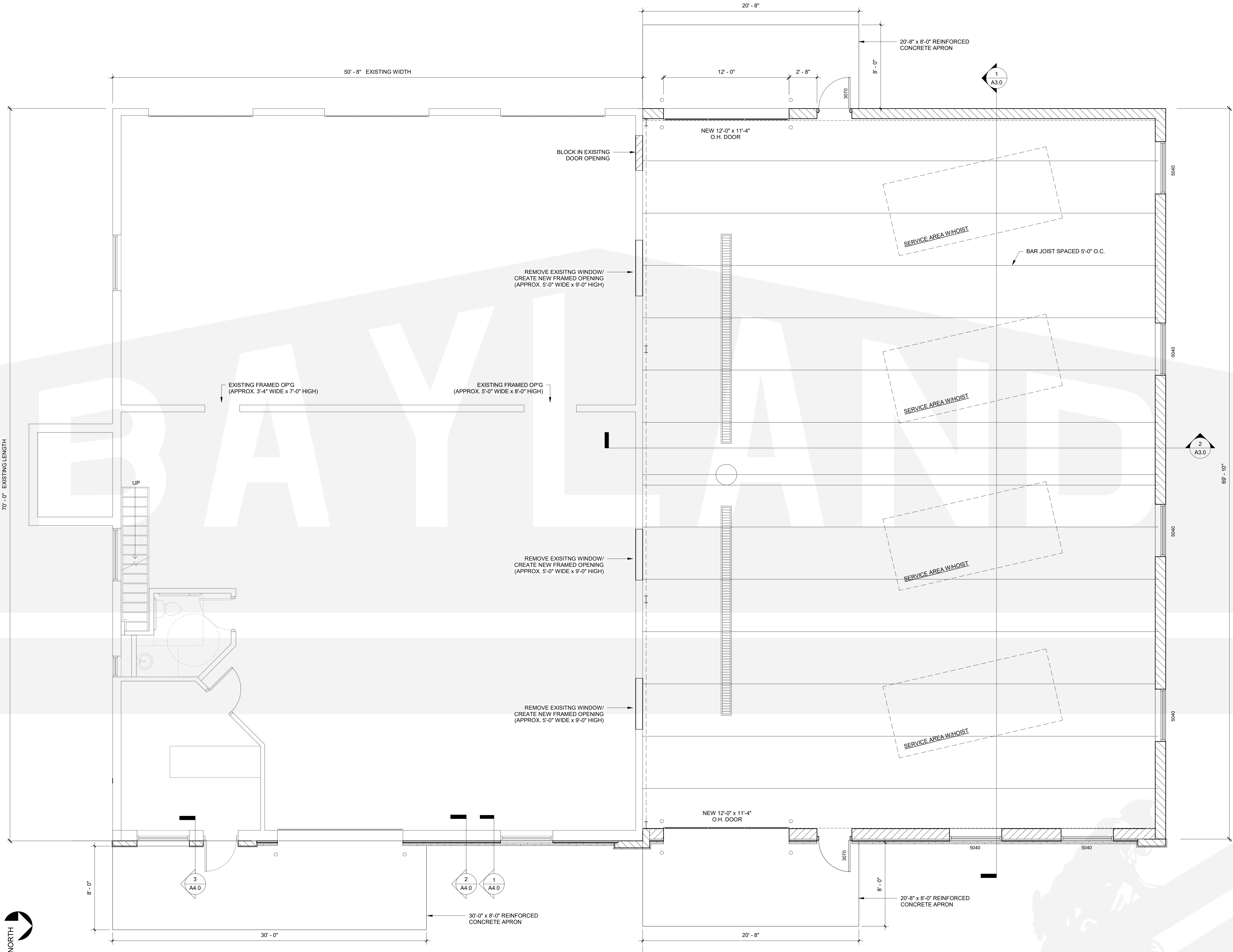
QUAM ENGINEERING, LLC

122 WISCONSIN ST., WEST BEND, WI, 53095
262-338-6641 www.quamengineering.com
Project # WA-05-18 Date: 3/04/19

BEARINGS ARE REFERENCED TO THE EAST LINE
OF SOUTHEAST 1/4 OF SECTION 26-9-20,
WHICH BEARS NORTH 02°43'12" WEST,
AS PUBLISHED BY SEWRPC.



2/18/2019 2:01:28 PM



1 / A1.0 PROPOSED FLOOR PLAN 1/4" = 1'-0"

EXISTING PROPOSED ADDITION

BAYLAND

BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:
PROJECT NAME
CITY, WISCONSIN; COUNTY OF:

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO
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REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION OF
CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER:	18-0733
PROJECT EXECUTIVE:	TIM AMBROSIOUS (920) 371-0853
DRAWN BY:	AMA
DATE:	2-18-19
REVISIONS:	

ISSUED FOR:	CHECKED BY:	DATE:
☐ PRELIMINARY		
☒ BID SET		
☐ DESIGN REVIEW		
☐ CHECKSET		
☐ CONSTRUCTION		

OVERALL FLOOR PLAN

A1.0



BAYLAND BUILDINGS

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JOB NUMBER: 18-0733

PROJECT EXECUTIVE: TIM AMBROSIOUS
(920) 371-0853

DRAWN BY: AMA

DATE: 2-18-19

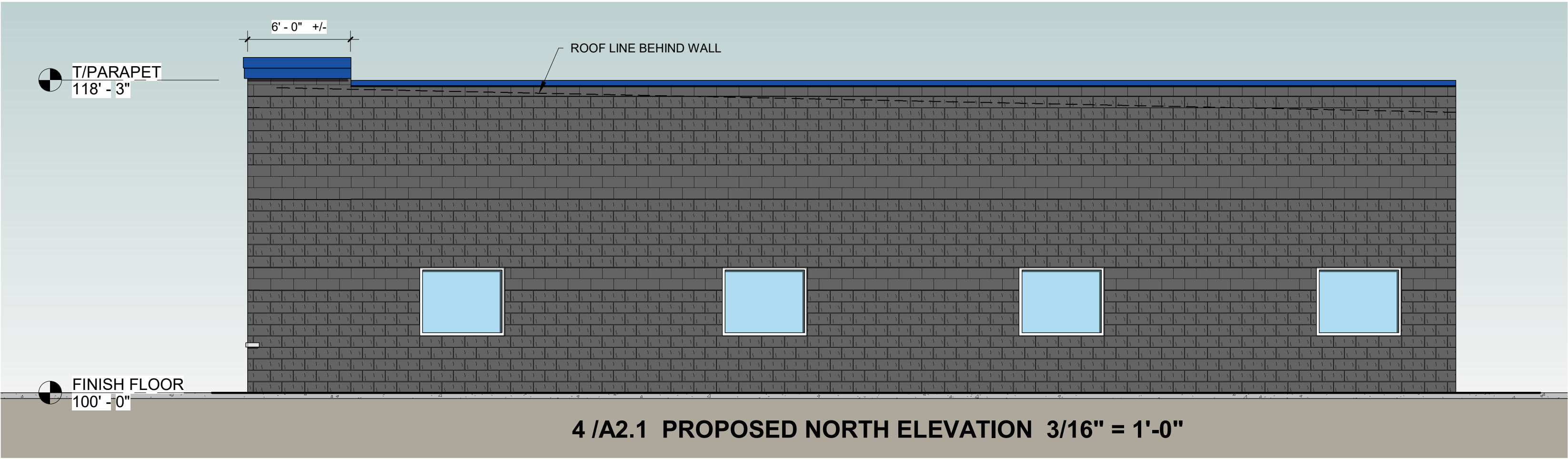
REVISIONS:

ISSUED FOR: **CHECKED BY:** **DATE:**

- ☐ PRELIMINARY
- ☒ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

EXTERIOR ELEVATIONS

A2.0



PROPOSED BUILDING FOR:

PROJECT NAME

CITY, WISCONSIN; COUNTY OF:

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JOB NUMBER: 18-0733

PROJECT EXECUTIVE: TIM AMBROSIOUS
(920) 371-0853

DRAWN BY: AMA

DATE: 2-18-19

REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

☐ PRELIMINARY

☒ BID SET

☐ DESIGN REVIEW

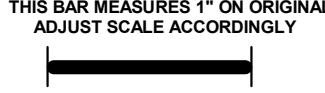
☐ CHECKSET

☐ CONSTRUCTION

EXTERIOR ELEVATIONS

PROPOSED BUILDING FOR:
PROJECT NAME
CITY, WISCONSIN; COUNTY OF:

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(920) 371-0853

DRAWN BY: AMA

DATE: 2-18-19

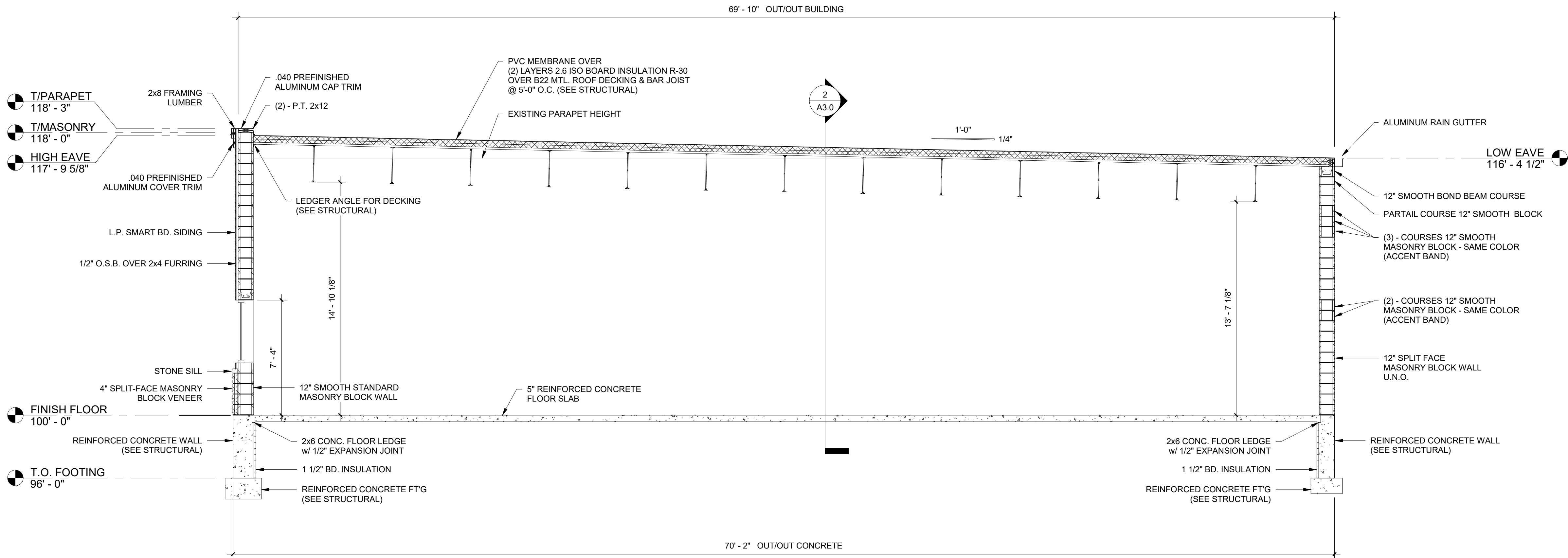
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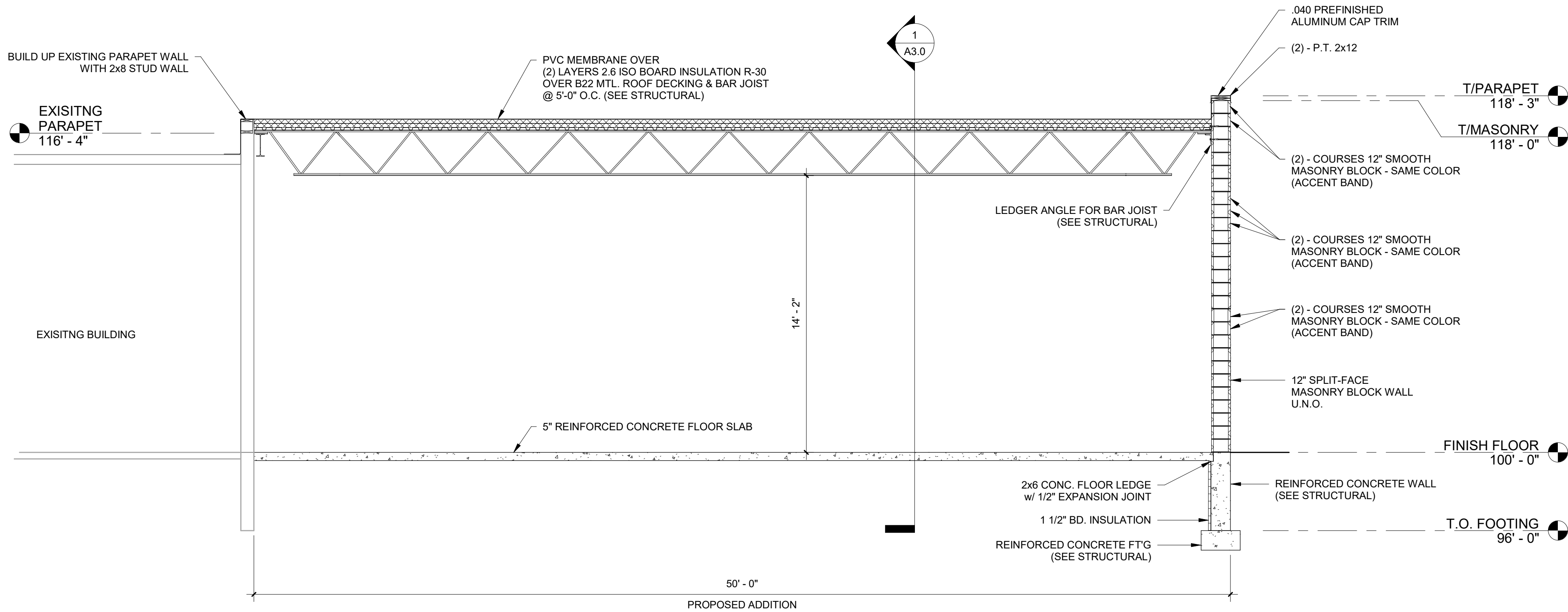
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☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

BUILDING SECTIONS

A3.0



1 /A3.0 BUILDING SECTION 1 1/4" = 1'-0"



2 /A3.0 BUILDING SECTION 2 1/4" = 1'-0"



BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:

PROJECT NAME

CITY, WISCONSIN; COUNTY OF:

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JOB NUMBER: 18-0733

PROJECT EXECUTIVE: TIM AMBROSIOUS
(920) 371-0853

DRAWN BY: AMA

DATE: 2-18-19

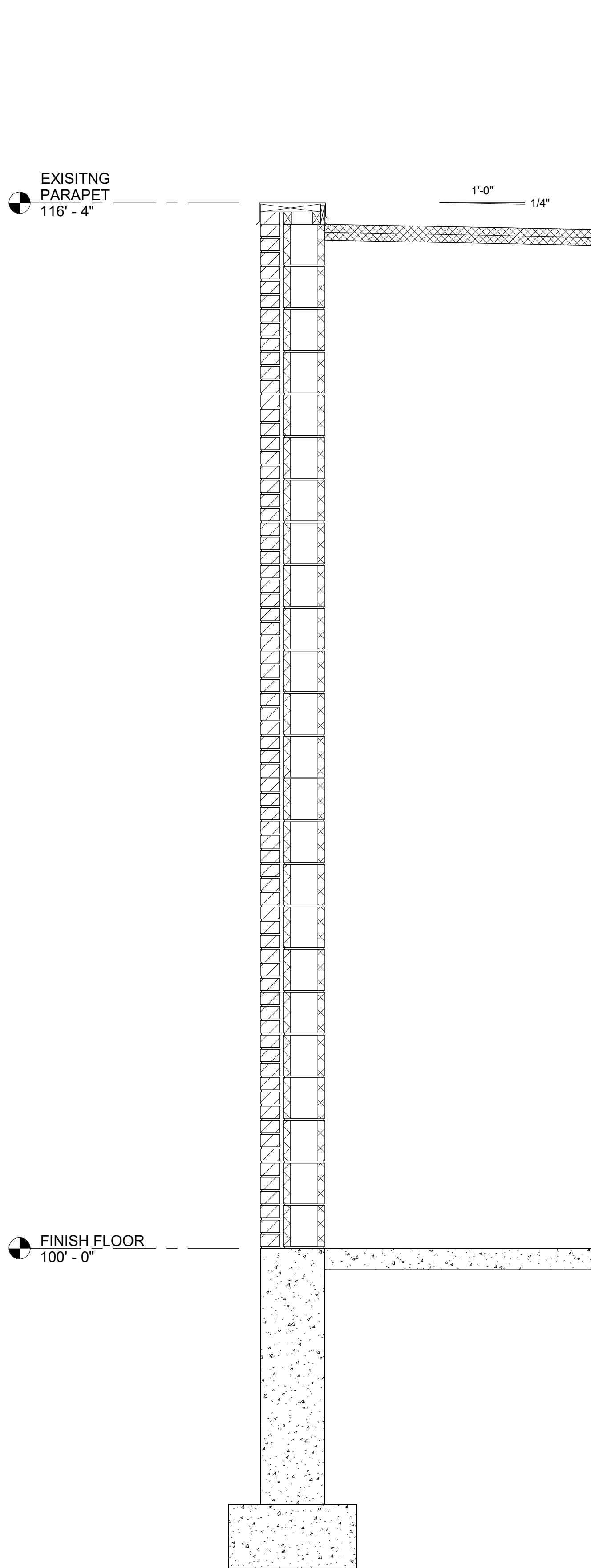
REVISIONS:

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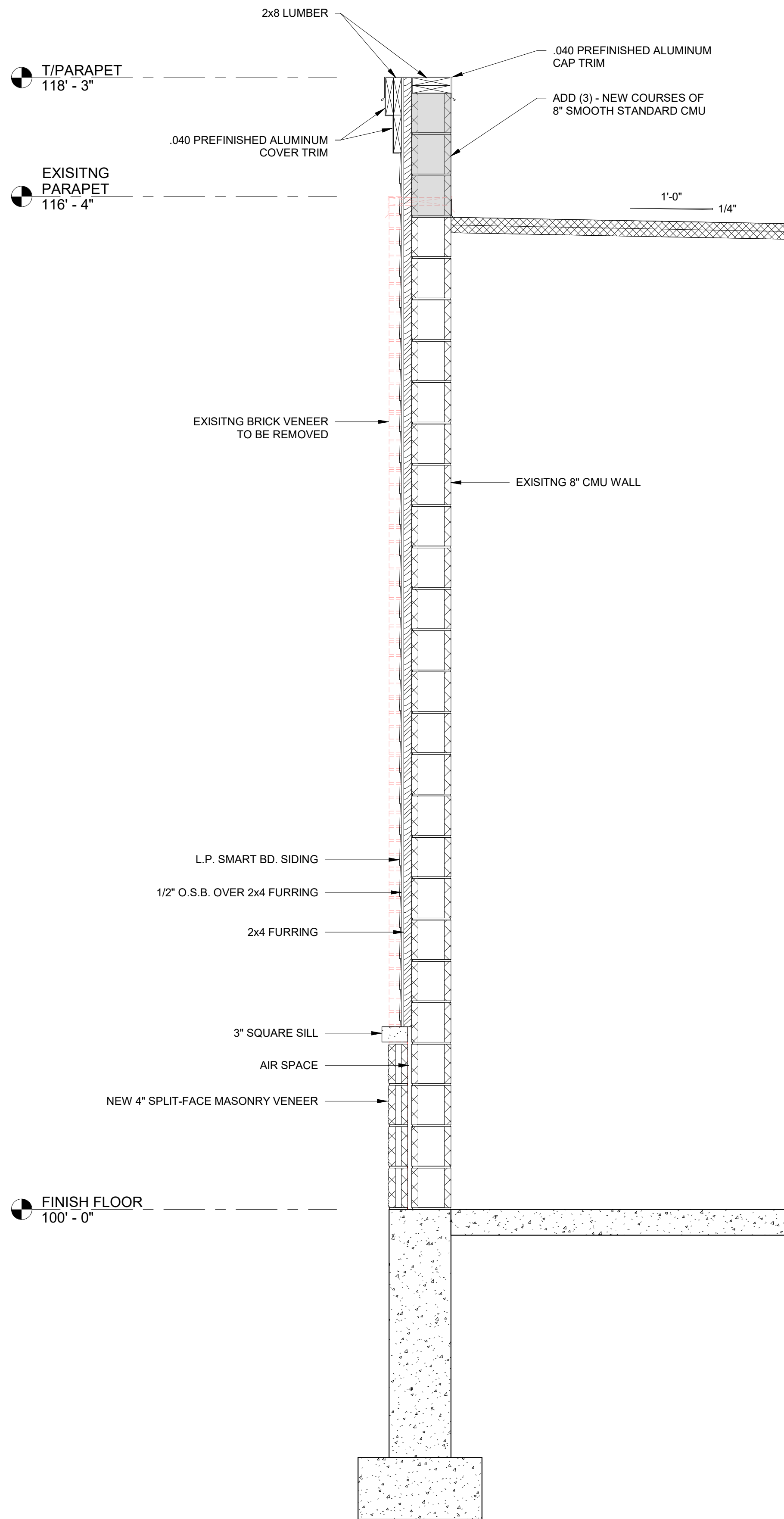
- ☐ PRELIMINARY
☒ BID SET
☐ DESIGN REVIEW
☐ CHECKSET
☐ CONSTRUCTION

WALL SECTIONS

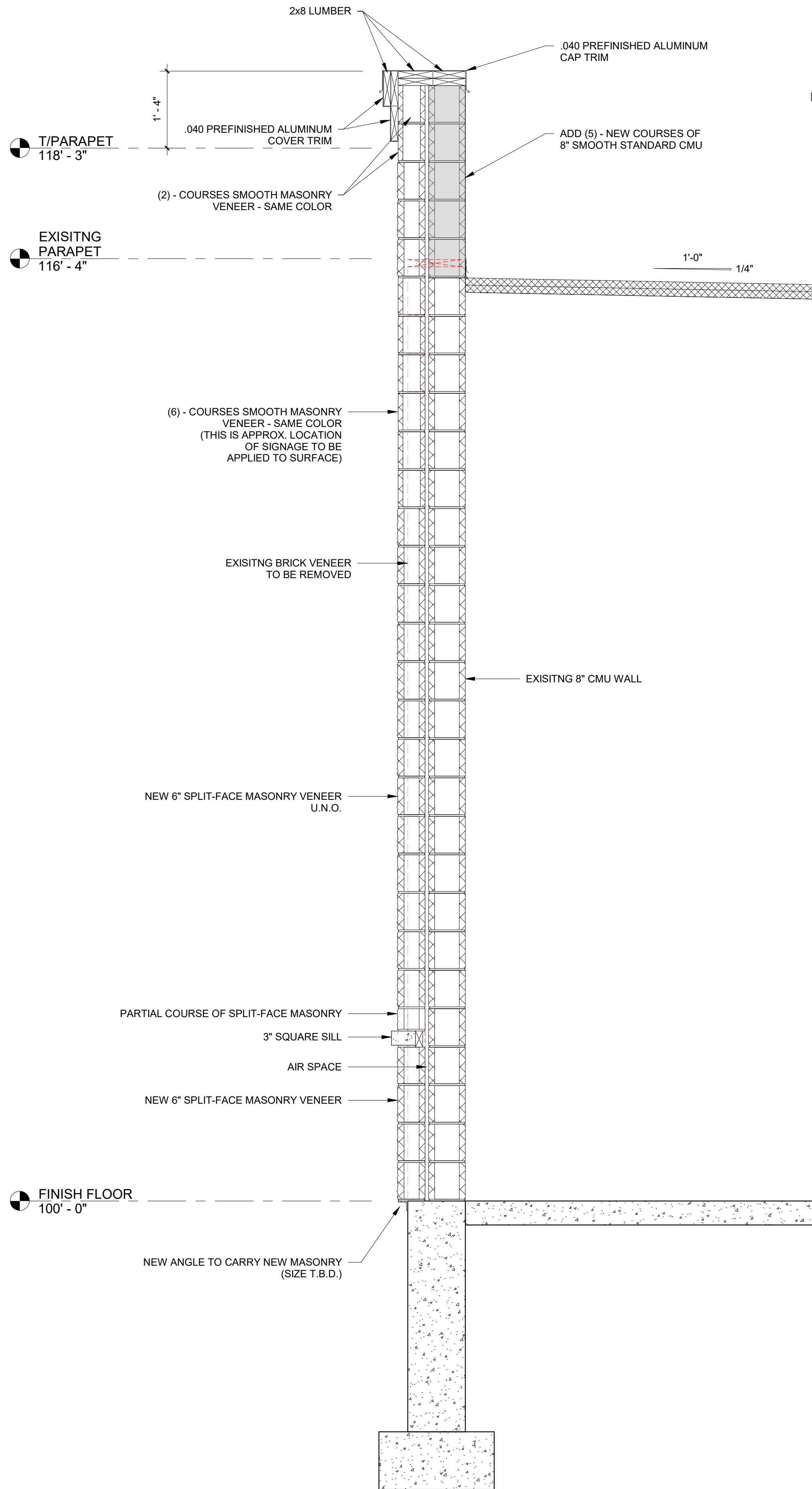
A4.0



1 /A4.0 WALL SECTION @ EXISTING 3/4" = 1'-0"



2 /A4.0 WALL SECTION AT EXISTING - NEW SIDING 3/4" = 1'-0"



3 /A4.0 WALL SECTION AT EXISTING - FRONT ENTRANCE 3/4" = 1'-0"

WEISSMAN AUTO

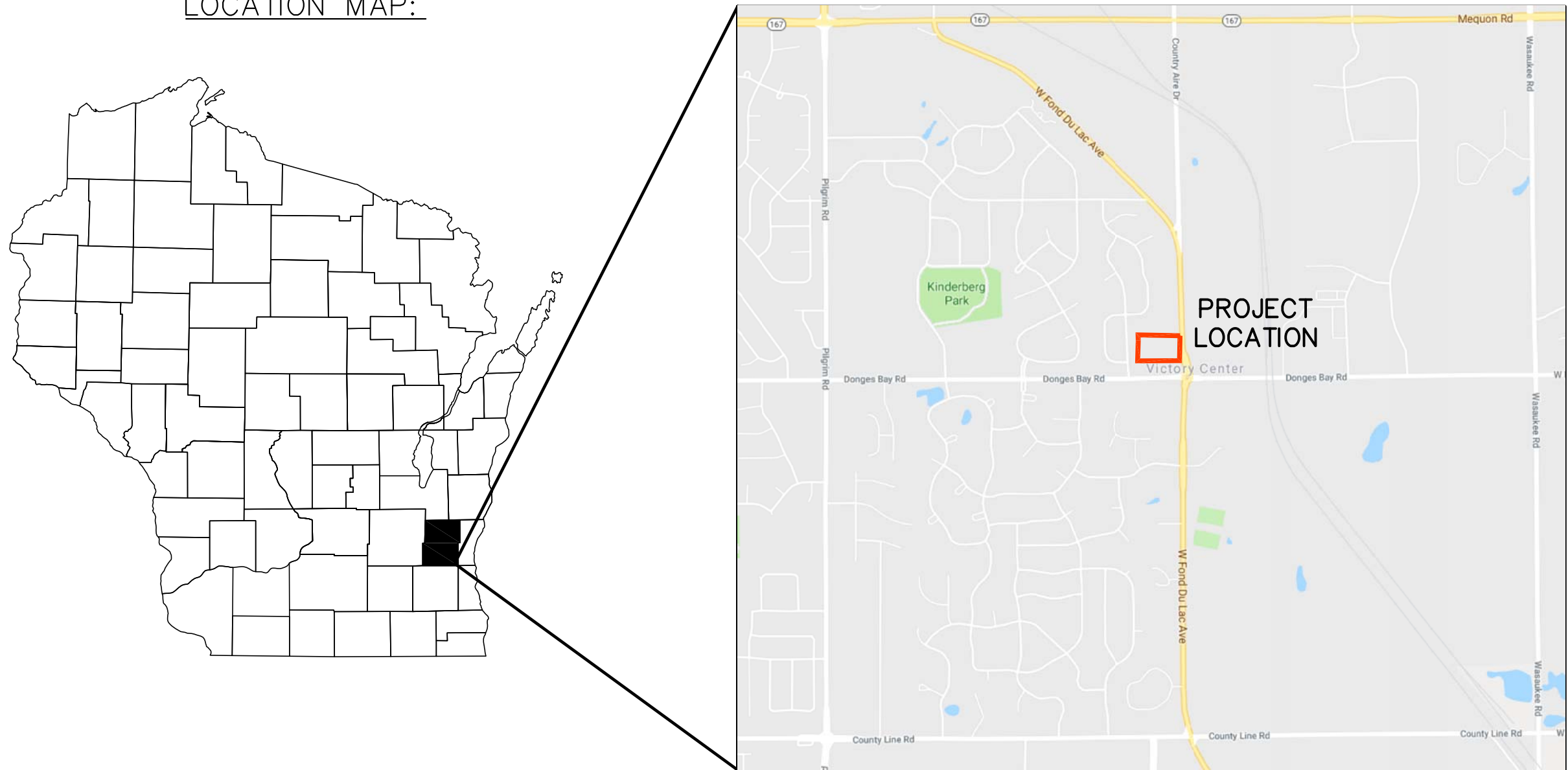
BUILDING ADDITION, PARKING LOT EXPANSION & UTILITY CONSTRUCTION

VILLAGE OF GERMANTOWN, WISCONSIN

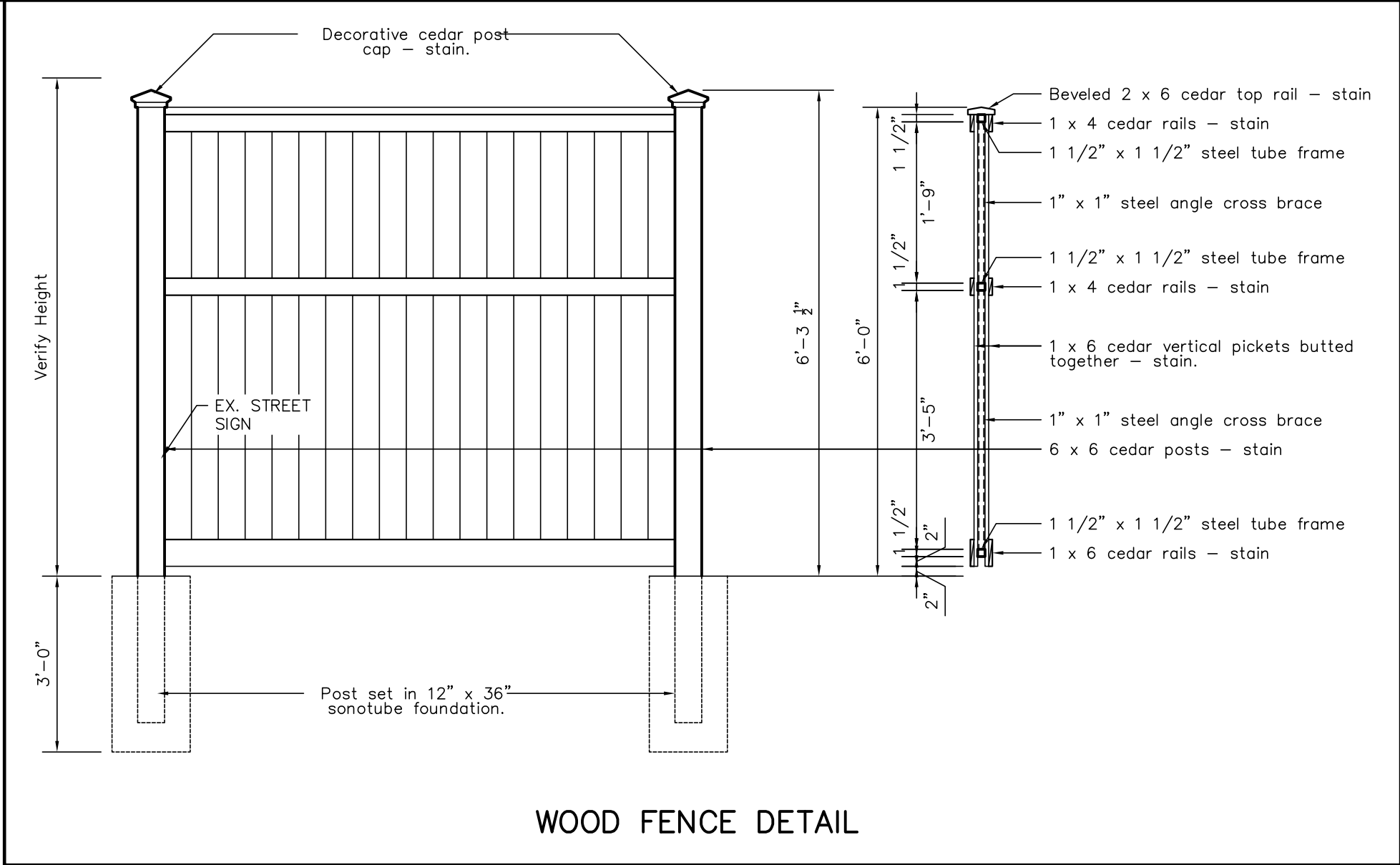
CIVIL SHEET INDEX:

SHEET	SHEET TITLE
C-100	COVER
C-101	EXISTING SITE PLAN
C-102	PROPOSED SITE PLAN
C-103	GRADING AND EROSION CONTROL PLAN
C-104	UTILITY PLAN
C-105	LANDSCAPE PLAN
C-106	LIGHTING PLAN

LOCATION MAP:



PROJECT CONTACTS:	BENCHMARK:
OWNER: WEISSMAN AUTO ATTN: RICK WEISSMAN W140 N10455 WEST FOND DU LAC AVE GERMANTOWN, WI 53022 CIVIL: QUAM ENGINEERING, LLC ATTN: KEVIN PARISH 122 WISCONSIN STREET WEST BEND, WI 53095 DIGGERSHOTLINE Dial 811 or (800)242-8511 www.DiggersHotline.com	SITE BENCHMARK: HYDRANT ON E SIDE OF LOT N BONNET BOLT BM=853.09 NOTES: THE CONTRACTOR SHALL REFER TO THE MUNICIPAL STANDARD SPECIFICATIONS, WATER SPECIFICATIONS, WISDOT, AND STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN.



PAVING LEGEND

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

NOTES:

ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION" AND APPLICABLE VILLAGE OF GERMANTOWN ORDINANCES.

SITE PLAN INFORMATION BLOCK

Site Address	W140 N10455 West Fond du Lac Avenue
	Lot 3 of CSM No. 4534
Site acreage (total)	4.11 Acres
Current Site Zoning	B-3 & M-2
Proposed Site Zoning	B-5
Street Frontage, Min.	50'
Front Setback, Min.	N/A
Side Setback, Min.	N/A
Rear Setback, Min.	25'
EXISTING IMPERVIOUS AREA	0.68 Acres
PROPOSED IMPERVIOUS AREA	0.39 Acres
BUILDING AREA	7,000 SF
PARKING REQUIRED	1 STALL/250 SF=28
	1 STALL/EMPLOYEE=8
TOTAL PARKING REQUIRED	36 STALLS
PARKING STALL PROVIDED	

	SHOWN
Parking	52
Accessible	1
Total	53

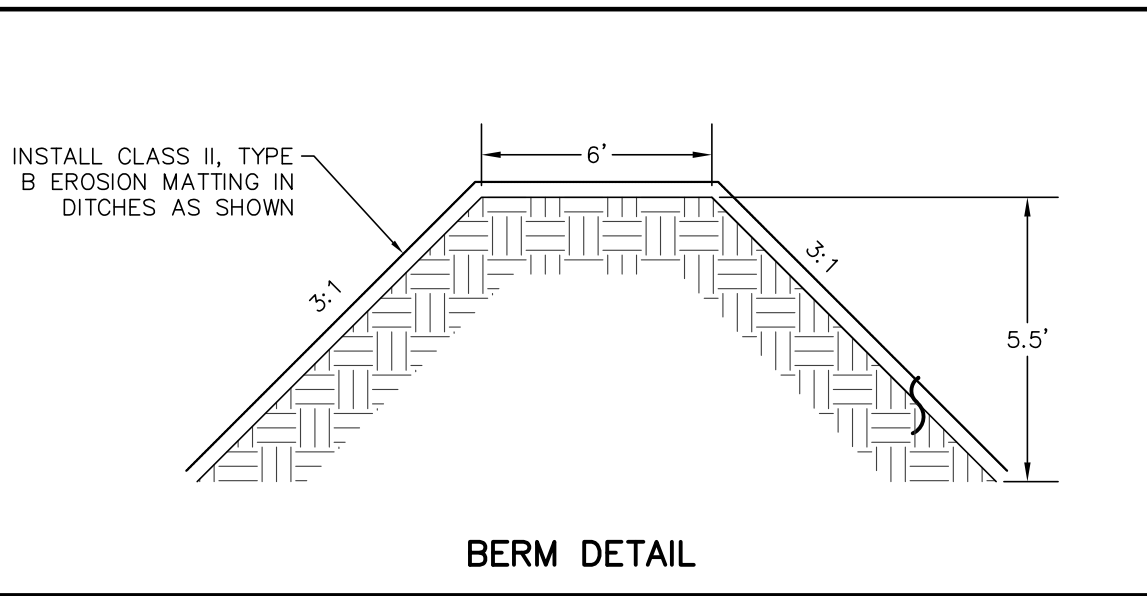
WEISSMAN AUTO - BUILDING ADDITION
PROPOSED SITE PLAN
DATED: APRIL 4, 2019

C-102

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



122 Wisconsin Street; West Bend, Wisconsin 53095
Phone (262) 338-6641; www.quamengineering.com



EROSION NOTES:

THE EXISTING GRAVEL ENTRANCE SHALL BE USED IN PLACE OF A STONE TRACKING PAD. THE TRACKING PAD IS TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRUCK OF MUD OR FINE SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING THE PUBLIC ROAD SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.

SOIL STOCKPILES SHALL BE LOCATED A MINIMUM OF 75 FEET FROM LAKES, STREAMS, WETLANDS, DITCHES, DRAINAGE WAYS, CURBS AND GUTTERS OR OTHER STORMWATER CONVEYANCE SYSTEM, UNLESS OTHERWISE APPROVED BY THE ENGINEER. MEASURES SHALL BE TAKEN TO MINIMIZE EROSION AND RUNOFF FROM ANY SOIL STOCKPILES THAT WILL LIKELY REMAIN FOR MORE THAN FIVE WORKING DAYS. ANY STOCKPILE THAT REMAINS FOR MORE THAN 30 DAYS SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.

CUT AND FILL SLOPES SHALL BE NO GREATER THAN 3:1.

EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

ALL DISTURBED SLOPES OF 4:1 OR GREATER AND DRAINAGE SWALES SHALL BE STABILIZED WITH CURLEX EROSION CONTROL FABRIC (INSTALL PER MANUFACTURER'S SPECIFICATIONS).

TIME SCHEDULE:

APRIL 15, 2019
INSTALL SILT FENCE

APRIL 16 – MAY 15, 2019
STRIP TOPSOIL AND CONSTRUCT BIO-RETENTION DEVICE AS SEDIMENT BASIN

APRIL 16 – SEPTEMBER 15, 2019
CONSTRUCT PROPOSED BUILDING ADDITION, PARKING LOT AND UTILITIES

SEPTEMBER 30, 2019
COMPLETE FINAL LANDSCAPING, PLACE BIO-RETENTION PLANTINGS AND RESTORE ALL PVIOUSLY DISTURBED AREAS.

RESTORATION NOTES:

ALL DISTURBED AREAS, EXCEPT STREET PAVEMENT AND SIDEWALK AREAS, SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, FERTILIZER, SEED AND MULCH. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. LAWN AREAS WITH SLOPES GREATER THAN 4:1 SHALL BE SEED WITH OLS "NOMIX" MIX OR EQUAL. ALL OTHER DISTURBED AREAS SHALL BE SEED WITH MADISON PARKS MIX OR EQUAL. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS.

AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX. SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. FERTILIZER SHALL MEET THE MINIMUM REQUIREMENTS THAT FOLLOW: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 6%; POTASH, NOT LESS THAN 6%.

ALL FINISH GRADED AREAS SHALL BE SEEDDED AND MULCHED BY SEPTEMBER 15TH. IF THE SITE DOES NOT HAVE FINISH GRADED AREAS COMPLETED BY OCTOBER 15TH, ALL DISTURBED AREAS SHALL BE RESTORED WITH TEMPORARY SEEDING (COVER CROP). AREAS NEEDING PROTECTION DURING PERIODS WHEN PERMANENT SEEDING IS NOT APPLIED SHALL BE SEEDD WITH ANNUAL SPECIES FOR TEMPORARY PROTECTION. SEE TABLE 1 OF THE WISCONSIN DNR CONSERVATION STRATEGY STANDARD 1059 FOR SEEDING RATES OF COMMONLY USED SPECIES. THE RESIDUE FROM THIS CROP MAY EITHER BE INCORPORATED INTO THE SOIL DURING SEEDBED PREPARATION AT THE NEXT PERMANENT SEEDING PERIOD OR LEFT ON THE SOIL SURFACE AND THE PLANTING MADE AS A NO-TILL SEEDING.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR A SATISFACTORY STAND OF GRASS ON ALL SEEDD AREAS FOR ONE YEAR AFTER THE PROJECT'S FINAL ACCEPTANCE.

ANY GRADED AREA LEFT EXPOSED FOR GREATER THAN SEVEN DAYS SHALL BE SEEDDED WITH TEMPORARY SEED.

OWNER:

WEISSMAN AUTO
ATTN: RICK WEISSMAN
W140 N10455 WEST FOND DU LAC AVE
GERMANTOWN, WI 53022

ENGINEER:

QUAM ENGINEERING, LLC
ATTN: KEVIN PARISH
122 WISCONSIN STREET
WEST BEND, WI 53095

LEGEND:

	702	—	EXISTING MINOR CONTOUR.
	700	—	EXISTING MAJOR CONTOUR.
	702	—	PROPOSED MINOR CONTOUR.
	700	—	PROPOSED MAJOR CONTOUR.
		—	PROPOSED STORM SEWER.
		—	EXISTING STORM SEWER.
		—	INSTALL WDOT TYPE D INLET PROTECTION.

SILT FENCE INSTALLATION SHALL CONFORM TO WISCONSIN DNR TECHNICAL STANDARD #1056

4' x 2" x 2" (MIN.) WOOD STAKE

FILTER FABRIC

SHEET FLOW

2' MINIMUM

EXTEND FABRIC TO 4" BELOW SURFACE

SILT FENCE CONSTRUCTION

WEISSMAN AUTO – BUILDING ADDITION
GRADING AND EROSION CONTROL PLAN
DATED: APRIL 4, 2019

C-103

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



122 Wisconsin Street, West Bend, Wisconsin 53095
Phone (262) 338-6641; www.quamengineering.com

BIO-RETENTION BASIN INSTALLATION SHALL CONFORM TO WISCONSIN DNR TECHNICAL STANDARD #1004)

48" STAND PIPE
RIM=849.25
PEN GRATE CASTING
851.30

9"

BIO-RETENTION DEVICE PLANTINGS

GRASS BUFFER

COCONUT MATTING

24" ENGINEERED SOIL

6" UNDER DRAIN

4" ORIFICE PLATE

848.50

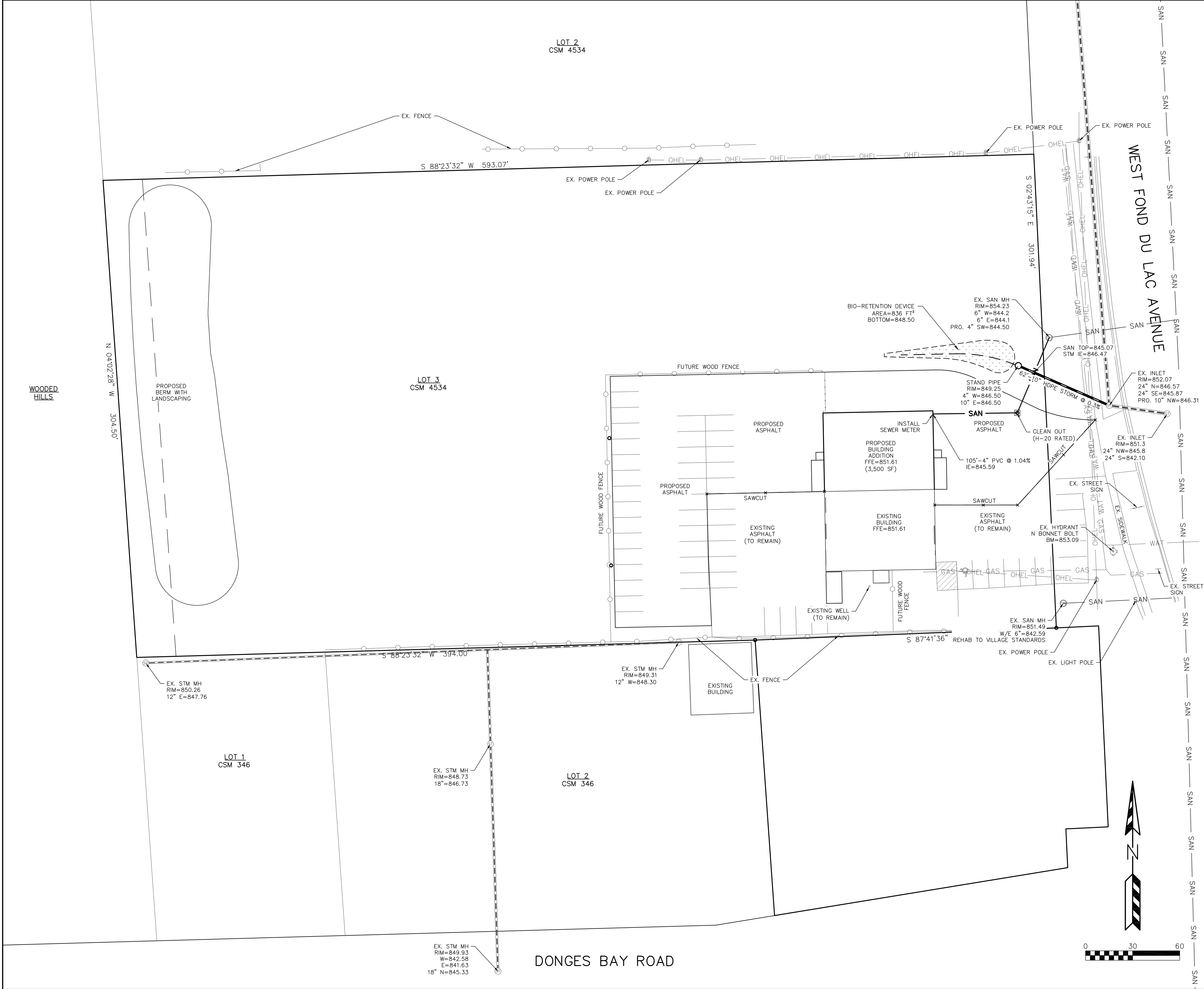
846.50

ENGINEERED SOIL SHALL CONSIST OF THE FOLLOWING:
70% SILICA SAND; 30% COMPOST W/ PH 5.5-6.5
COMPOST SHALL MEET WNR SPECIFICATION S100.
STORAGE/INTERFACE LAYER SHALL CONSIST OF SAND AS FOLLOWS:
SAND: WASHED QUARTZ OR SILICA 0.02 - 0.04 INCHES IN DIA.

BIO-RETENTION DEVICE PLANTINGS TO BE PLANTED ACCORDING TO THE LANDSCAPING PLAN

TO PREVENT COMPACTION OF ENGINEERED SOIL AND SUBSOILS, CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE BIO-RETENTION DEVICE AREA.

BIO-RETENTION DEVICE DETAIL



CLEAN OUT WITH FROST SLEEVE DETAIL

UTILITY NOTES:

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY CONSTRUCTION.

ALL UTILITY CONSTRUCTION SHALL BE DONE IN COMPLIANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.

ALL SANITARY SEWER, STORM SEWER AND WATER MAIN CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE VILLAGE OF GERMANTOWN AND WISCONSIN DSPS STANDARDS.

THE LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM THE PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.

MAINTAIN AN 8 FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER. PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE SEWER CROSSES OVER WATER MAIN AND PROVIDE 12" MINIMUM VERTICAL SEPARATION WHERE WATER MAIN CROSSES OVER SEWER.

ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

ALL UNDERGROUND EXTERIOR NON-METALLIC SEWERS/MAINS MUST BE PROVIDED WITH TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORDANCE WITH 182.0715(2r) OF STATE STATUTES.

ALL UNDERGROUND EXTERIOR NON-METALLIC WATER SERVICES/MAINS MUST BE PROVIDED WITH TRACER WIRE PER VILLAGE OF GERMANTOWN SPECIFICATIONS.

THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF ALL EXISTING UTILITIES PRIOR TO BUILDING CONSTRUCTION AND SHALL REPORT DISCREPANCIES PRIOR TO COMMENCING WORK TO THE ENGINEER OR BUILDING CONTRACTOR.

THE CONTRACTOR SHALL TELEWISE EXISTING SEWER LATERAL SERVICE PRIOR TO CONSTRUCTION AND PROVIDE VILLAGE WITH CONDITION REPORT FOR REVIEW.

CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OR THE AREAS DISTURBED DURING CONSTRUCTION.

BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE PLUMBING CODES. SITE UTILITY CONTRACTOR SHALL STUB LATERAL TO 5 FEET OUTSIDE BUILDING. SEE INTERIOR PLUMBING PLANS FOR CONTINUATION OF PIPING INTO BUILDING BY BUILDING PLUMBING CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION WISCONSIN, LATEST EDITION.

GENERAL CONTRACTOR SHALL COORDINATE WITH LOCAL GAS TELEPHONE, AND ELECTRICAL UTILITIES FOR EXACT LOCATION SIZE AND DEPTH OF NEW SERVICE.

SANITARY SEWER SHALL BE PVC ASTM D-3034, SDR 35 WITH INTEGRAL BELL TYPE ELASTOMERIC JOINTS MEETING THE REQUIREMENTS OF ASTM D-3212.

ALL STORM SEWER SHALL BE INSTALLED IN CONFORMANCE WITH VILLAGE OF GERMANTOWN SPECIFICATIONS WITHIN ROW. SPECIFICATIONS ARE INCLUDED ON THE DETAILS SHEET.

ALL WORK WITHIN THE CITY RIGHT-OF-WAY REQUIRES A PERMIT FROM THE VILLAGE OF GERMANTOWN PUBLIC WORKS DEPARTMENT.

WEISSMAN AUTO – BUILDING ADDITION

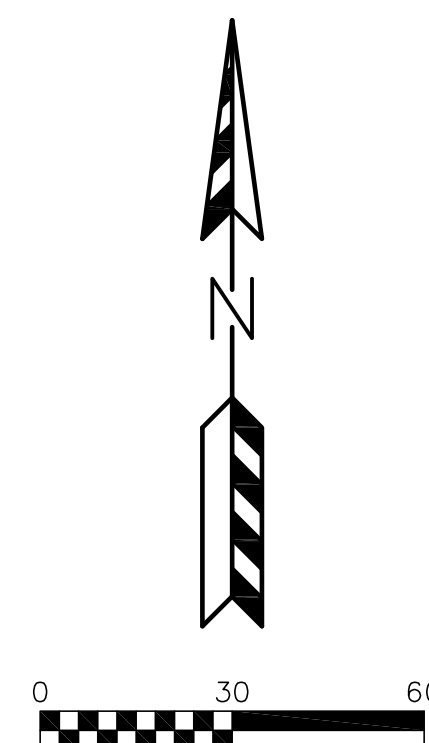
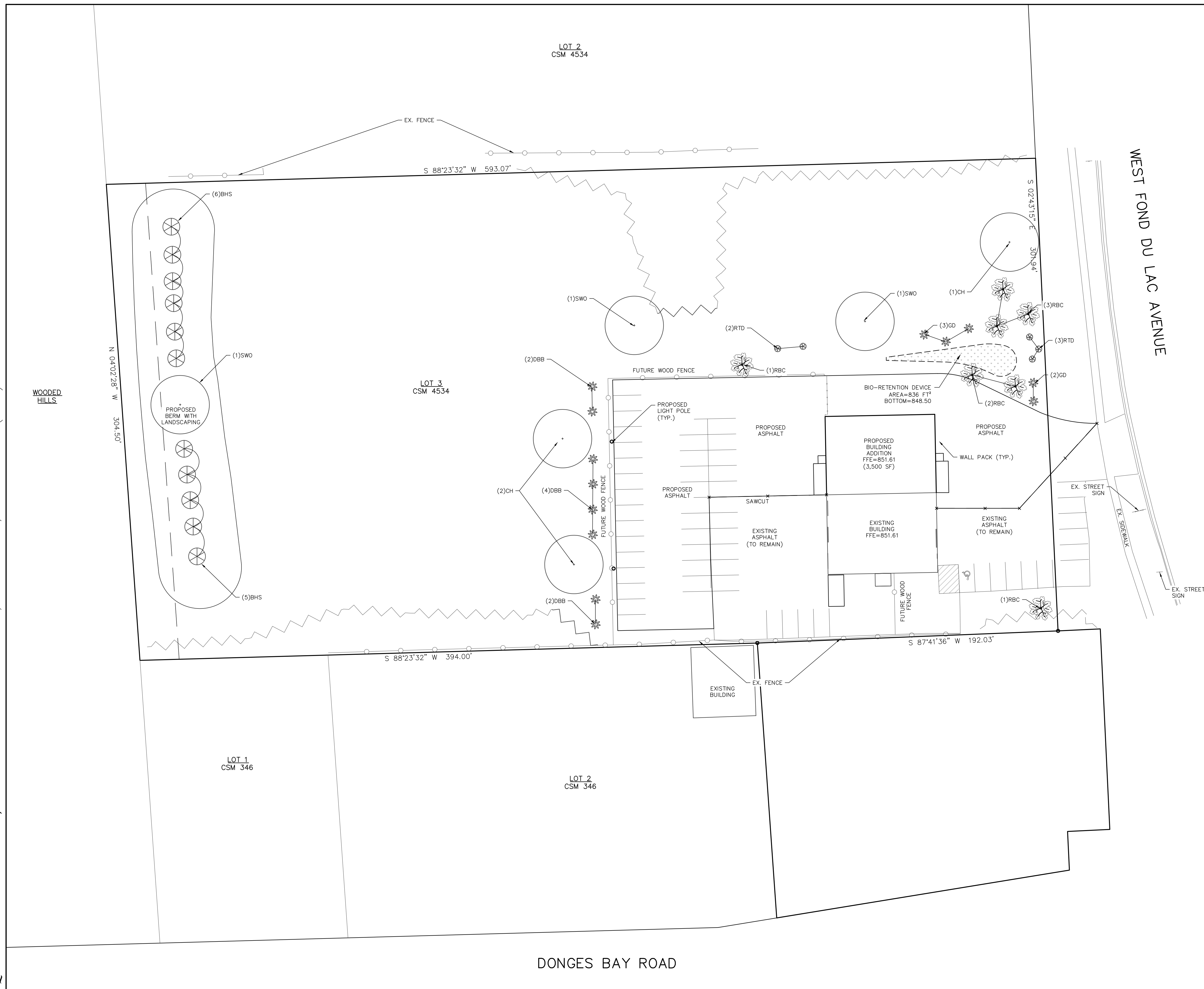
UTILITY PLAN

DATED: APRIL 4, 2019

C-104

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

122 Wisconsin Street; West Bend, Wisconsin 53095
Phone (262) 338-6641; www.quamengineering.com



PLANT LIST

KEY	QUAN	SIZE	COMMON NAME	ROOT
(6) CANOPY TREES				
CH	3	2 ½"	HACKBERRY	BB
SWO	3	2 ½"	SWAMP WHITE OAK	BB
(7) ORNAMENTAL TREES				
RBC	7	10"	RIVER BIRCH CLUMP	BB
(11) EVERGREEN TREES				
BHS	11	6"	BLACK HILLS SPRUCE	BB
(18) DECIDUOUS SHRUBS				
DBB	8	24"	DWARF BURNING BUSH	POT
RTD	5	4"	BAILEY RED TWIG DOGWOOD	POT
GD	5	24"	GRAY DOGWOOD	POT
<u>BIO-RETENTION PLANTINGS</u>				
RGP	836	2 ½"	(PLANTED 12' ON CENTER)	PLUG
COMMON BLUE STAR				
BOTTLE GENTIAN				
OBEDIENT PLANT				
COLUMBINE				
SWITCHGRASS				
BLACK EYED SUSAN				
WILD IRIS				
SWAMP MILKWEED				
WHITE TURTLEHEAD				
CARDINAL FLOWER				
TURK'S CAP LILY				
LITTLE BLUESTEM				
CANADA WILD RYE				
NODDING ONION				

NOTES:

- NOTES:
- 1) DESIGNATED TURF AREAS TO RECEIVE A MINIMUM OF 4" OF TOPSOIL, SEED (NO-MOW SEED MIX), STARTER FERTILIZER, AND MULCH (STRAW OR STRAW MAT).
 - 2) TURF AREAS IN DRAINAGE SWALES AND SLOPES GREATER THAN 3:1 SHALL BE MULCHED WITH EROSION CONTROL FABRIC (INSTALLED PER MANUFACTURER'S SPECIFICATIONS).
 - 3) INDIVIDUAL TREES AND SHRUB GROUPINGS IN LAWN AREAS TO RECEIVE SHREDDED HARDWOOD BARK MULCH PLANT RINGS (4" DIAMETER) SPREAD TO A DEPTH OF 3"
 - 4) BIORETENTION BASIN TO RECEIVE COCONUT MAT MULCH.
 - 5) BIORETENTION BASIN PLANTS (GRP) TO BE INSTALLED 12" ON CENTER.
 - 6) BIORETENTION BASIN TO BE CONSTRUCTED PER WDMR SPECIFICATIONS.

WEISSMAN AUTO – BUILDING ADDITION
LANDSCAPE PLAN
DATED: APRIL 4, 2019

C-105

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

Residential and Commercial Site Design Consultants

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WEISSMAN AUTO – BUILDING ADDITION
LIGHTING PLAN
DATED: APRIL 4, 2019

C-106

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 32-2019

ELLARETEE LLC DEVELOPMENT AGREEMENT

WHEREAS, Village Staff and the Village Attorney have worked with representatives of the Ellaretee LLC to address the Development Property as outlined in the attached Development Agreement. Fees and the letter of credit are also addressed; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve of the attached Development Agreement for Ellaretee Development.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), and Ellaretee, LLC, a Wisconsin limited liability company ("Developer").

WHEREAS, Developer has a contractual right to purchase approximately 28.10 acres of vacant land located in the Village of Germantown, which is more fully described in the attached **Exhibit A** (the "Property"); and

WHEREAS, subject to the Village's providing the assistance set forth herein, Developer intends to develop the Property as a business park for office and light industrial uses to include two (2) individual buildings with an aggregate initial footprint up to approximately 200,000 sq. ft. (the "Project"); and

WHEREAS, the Project will necessitate the expansion of the Village's roadway infrastructure and water and sanitary sewer facilities to serve the Property, including but not limited to, the installation of water and sanitary sewer mains, roadway improvements, and storm water facilities being as generally illustrated on the "Developer's Plans" (attached hereto as **Exhibit B**); and

WHEREAS, the Village may require that Developer make and install certain public improvements reasonably necessary and/or that Developer provide a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time as provided herein; and further that the acceptance of dedication of these improvements by the Village may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, pursuant to Section 66.1105, Wis. Stat., the Village has established Tax Incremental District No. 8 ("District") which may be used to finance certain public works and improvements to service the Project pursuant to a Project Plan for the District (the "TID Project Plan"); and

WHEREAS, the Village has determined that to promote development, expand the tax base of the Village and to provide for job creation and retention, it is willing to provide some financial incentive to Developer to complete construction and commence operation of the Project; and

WHEREAS, Developer has provided financial information sufficient to demonstrate to the Village Board that Developer requires financial assistance in order for the construction and operation of the Project to be financially viable within a reasonable time frame; and

WHEREAS, prudent fiscal management by the Village requires that a financial incentive to the Developer be provided with appropriate assurances to the Village that the Project will be developed substantially as presented to the Village; and

WHEREAS, the Village and Developer acknowledge and agree that a high quality development is necessary in order to ensure that the District is successful and pays its costs solely from the increment generated by development within the District without resorting to general fund tax dollars; 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 of Germantown (the “Municipal Code”) and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, which are hereby made a part of this Agreement, 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 – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as otherwise provided herein, design and install the public improvements on the Property required by the Village including those improvements required by Sec. 18.08 of the Municipal Code, all as shown on and to be constructed in accordance with the provisions of the Developer’s Plans attached hereto as **Exhibit B** (“Developer’s Plans”) and as more specifically described herein (“Developer Obligations”). It is the intent of this Agreement that the Developer Obligations shall be constructed on the Property, in a good and workmanlike manner by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement to be installed by Developer or the Village are deemed to be undertaken for a public (not a private) purpose.

1.02 BUSINESS PARK IMPROVEMENTS. Developer shall generally prepare the Property for use as a business park to include site grading and the installation of internal roads and water, sanitary sewer, storm water and other utilities, except to the extent the same are the Village’s responsibility hereunder, as is more fully described herein. Additionally, Developer shall undertake initial development within the business park by constructing an approximately 100,000 sq. ft. building with a minimum assessed value including the real estate thereunder of \$6.8 million to be commenced not later than June 30, 2019, and substantially completed not later than December 31, 2019 (“Building 1”).

1.03 WATER SUPPLY FACILITIES. Except to the extent the same are the Village’s obligation pursuant to Article II below, Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities serving Building 1 before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to reasonably require document revisions and modifications in the best interests of the Village. All such water supply

facilities that are to be dedicated to the Village (“Developer Water Supply Facilities”) shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such utility easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to the reasonable review and approval by the Village Engineer and the Village Attorney. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 SANITARY SEWERAGE FACILITIES. Except to the extent the same are the Village’s obligation pursuant to Article II below, Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all sanitary sewer facilities serving Building 1 before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to reasonably require document revisions and modifications in the best interests of the Village. All such sanitary sewerage facilities that are to be dedicated to the Village (“Developer Sanitary Sewerage Facilities”) shall be contained in Village right-of-way or a utility easement dedicated to the Village. Any such utility easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to the reasonable review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.05 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone and/or other similar telecommunications facilities, and natural gas facilities to be installed on the Property. All such services shall be located underground in accordance with applicable codes.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may reasonably require or direct pursuant to Sec. 17.441 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

- (1) Developer shall file and comply with an erosion control plan.
- (2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be reasonably determined by the Village’s engineering staff.

(3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales, all in accordance with the Developer's Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed reasonably necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within thirty (30) days of receipt of such invoice(s). 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.

(5) Developer shall maintain all vegetation on undeveloped parcels and within drainage areas in a neat, orderly and weed-free appearance.

1.07 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval private storm water drainage facilities ("Storm Water Facilities") adequate to accommodate expected surface water flow within and through the Property, in accordance with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

(1) Except as provided in Section 1.10(2), Developer agrees that it shall be responsible for the perpetual maintenance of the Storm Water Facilities located on the Property. The Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10) of the Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(2) All Storm Water Facilities shall be installed in an easement and/or located in a designated future outlot parcel provided for the benefit of all owners of property within the Project.

1.08 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans to be filed with and approved by the Village and seeding, matting/mulching or sodding of the Village right-of-way to be constructed by Developer pursuant to Section 1.09 below, to the extent shown on the Developer's Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. Acceptance of the improvements by the Public Works Committee will not be delayed where landscaping would be completed but for adverse weather conditions or seasonality

impacting completion. Any delay in completion due to adverse weather or seasonality shall not relieve Developer of the obligation to promptly complete the landscape improvement when weather permits.

1.09 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all Developer's Plans, specifications and contract documents for all private street improvements within the Property before authorization for construction will be given. This shall include those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code, as the same are shown on Developer's Plans. 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 **reasonable** document revisions and modifications in the reasonable best interests of the Village. Included in these requirements is the installation of street lighting and traffic signage in accordance with the approved plans.

Developer shall design, obtain permitting for and construct the public roadway to serve the Property, as approximately depicted as on Developer's Plans, which road shall extend approximately 500 feet north of Holy Hill Road and shall intersect Holy Hill Road at such location as determined by Developer and as reasonably approved by the Village Engineer ("Public Road").

1.10 ADDITIONAL REQUIREMENTS.

(1) Developer shall not convey title to any developable parcel of real estate within the Property, to any unrelated third party or unrelated entity without creating and recording protective covenants that have been reasonably approved by Village staff and legal counsel (the "Protective Covenants"), which in substance shall generally be consistent with the applicable Village ordinances in existence as of the date hereof. The Protective Covenants shall provide they may not be materially amended without the prior written consent of the Village which shall not be unreasonably withheld or delayed. Application of this Section 1.10 specifically excludes the creation of easements or other dedications necessary or desirable for development and access purposes, and dedications to the Village, from the requirement to record Protective Covenants.

(2) Developer may create a nonprofit business park association (the "Business Park Association") to serve as an association of owners of land within the Project, subject to the terms and conditions of the Protective Covenants. The Protective Covenants will provide that no building or other improvement may be erected without the prior written approval of the Business Park Association review board. Under the Protective Covenants, the Developer may assign the Developer's responsibility under Section 1.07(1) to the Business Park Association under such terms as the Village reasonably deems necessary to ensure appropriate and adequate maintenance of the Stormwater Facilities.

(3) The buildings and improvements to be constructed on the Property and their uses shall be in compliance with all applicable zoning provisions of the Municipal Code. The establishment of the District shall not obligate the Village to grant conditional uses or variances.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. The Village, entirely at its own expense as a project cost of the District, shall design, construct and install a public water main and public sanitary sewer main and related infrastructure (the “Public Water Infrastructure” and “Public Sanitary Sewer Infrastructure,” respectively) to connect the same from the mains located in the public roadway known as “Holy Hill Road” and extend the same north through the easements and the Public Road to the northern property line of the Property as shown on Developer’s Plans. The design and construction of the Public Water Infrastructure and Public Sanitary Sewer Infrastructure shall be done pursuant to plans prepared by the Village and shall be sufficient to serve and accommodate the completed full development of industrial and/or office use buildings to be located within the Project. The Village shall commence this construction not later than June 1, 2019, and complete the Public Water Infrastructure and Public Sanitary Sewer Infrastructure, including appropriate testing, inspection and completion of “punch-list” items, ready and available for connection to Developer’s utility work, no later than October 1, 2019.

2.02 FINANCING. In order to finance the Village’s obligations hereunder and under the TID Project Plan (the “TID Obligations”), the Village may issue bonds, notes or other debt instruments of its choice (the “Bonds”). It is intended that the principal and interest on the Bonds be paid from tax incremental revenues generated from the Property as it is developed and other real estate located within the District, and/or capitalized interest available under the Bonds, in accordance with Wis. Stat. § 66.1105. The Bonds issued to finance the TID Obligations shall be in an amount adequate to finance all costs for such the TID Obligations. The Village shall not assess the Property, nor charge Developer or any subsequent owner of any parcel of the Property, any “impact” or other assessment or fees which have the effect of (a) reimbursing the Village for improvements financed by the Bonds, or (b) paying the Village for municipal services provided to the District on a different basis than similar services supplied to other land in the Village; provided, however, that following completion of the TID Obligations, the Village may specially assess land in the District for subsequent repairs and replacements to the public improvements installed as part of the TID Obligations to the same extent and in the same manner that the Village assesses for repair or replacement of any other municipal improvement upon similar real estate within the Village. The preceding sentence shall not prevent the Village from requiring the payment of (i) general real estate tax assessments, (ii) utility reserve capacity assessments (RCAs), hook-up fees and service charges, and (iii) any other similar “impact” fees or other assessments, fees or charges, as long as they apply consistently to all land in the Village.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Except as otherwise provided herein, Developer, entirely at its own expense, shall construct and install all public improvements on the Property

contemplated by this Agreement which shall be installed by the Developer in accordance with the Developer's Plans and shall provide all plans, specifications and other documents to the Village 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, but prior to completion, of Developer's work hereunder, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer has provided the Village with a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, its contractors and the Village prior to commencement of construction of the public improvements to be constructed by Developer. Developer shall, prior to such meeting related to the Developer's construction of public improvements, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

3.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the Public Water Infrastructure and Sanitary Sewer Infrastructure are completed by the Village and the Developer Water Supply Facilities and Developer Sanitary Sewer Facilities are completed by Developer and have been inspected by the Village utilities and approved by the Village Engineer, all record-drawings have been filed with the Village and approved by the Village Engineer in accordance with Section 3.05 below, and all other public improvements required by this Agreement are installed and accepted by the Public Works Committee unless otherwise agreed to by Village staff.

3.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of Developer's Plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

- (1) Site grading plan; and
- (2) Water main and storm sewer record-drawings, including plans for the sanitary sewer for all work required to be performed by Developer; and
- (3) Erosion and sedimentation controls.

In addition, Developer shall submit to the Village Engineer for approval all specifications for work to be performed by Developer hereunder before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require reasonable document revisions and modifications to conform to the Municipal Code.

3.04 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 located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for which a fill permit or other permit has not been granted). 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.

3.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance (as defined below) of the public improvements to be constructed by Developer hereunder, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public improvements constructed by Developer. 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.

ARTICLE IV - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements constructed by Developer will not be accepted by the Village until (i) all applicable outstanding charges to be paid by Developer under the Municipal Code 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.

Developer shall submit a written request to the Village Engineer for acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action and satisfaction of the conditions set forth in this Agreement, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee and upon written request by Developer, the Village shall accept the public improvements (the "Final Acceptance"). The acceptance of the Developer-constructed public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 8.01 of this Agreement.

ARTICLE V - PAYMENT OF FEES

5.01 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 in connection with the development of the Property. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. 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. A reasonable estimate of fees described herein has been provided by the Village to Developer and shall be included in the "Village Fee Schedule" attached hereto as Exhibit C. Final fees set to be paid by Developer shall not materially increase from the amounts shown on the Village Fee Schedule except as may result from a change in Developer's Plans.

5.02 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 shall consist of the following:

- | | |
|-----------------------------------|---------------------------------|
| (1) Water: | \$832.00/REC. |
| (2) Fire Protection: | \$0.63549/\$1000 Building Cost. |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost. |
| (4) Sewer Connection Fee | \$4,192.00/REC. |

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 Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable or refunded within thirty (30) days of the completion of the review.

5.03 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:

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

The Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code for review of this Development Agreement. The fee as calculated based upon the required improvements hereunder is as shown in Exhibit C.

5.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Secs. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all reasonable professional (technical and legal) fees incurred by the Village solely in connection with the public improvements to be constructed by Developer on the Property. The Village shall be reimbursed for reasonable engineering and inspection services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney.

5.05 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.

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Sewer connections, grease interceptors and sampling manholes at the Property as required by the Municipal Code, shall be installed as required on the Property in connection with the development of the Project, however, any such connections, grease interceptors or sampling manholes associated with any specific building development shall not be the responsibility of Developer under this Agreement.

6.02 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, including a wetlands delineation report. 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 shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within seventy-five (75) feet of the high water mark of a navigable waterway or twenty-five (25) feet from a wetland, without first implementing appropriate shoreland protection measures and/or receipt of required approvals to conduct such work. A note regarding this restriction shall be placed on the Final Plat, if any.

6.03 OTHER UTILITIES. The Village and Developer understand that the general Germantown area, including the Property, may experience insufficient capacity in the future for gas and electric utility service as a result of existing use and new development in the general Germantown area. Both the Village and Developer understand that certain gas and electric service utilities may require system upgrades to service the general Germantown area (including the Property). If utility service system upgrades are necessary for the development of improvements on any of the Property parcels, the Village and the Developer agree to work in good faith to determine fair and reasonable solutions to fund

such utility service system upgrades, each party acknowledging that such solutions may involve other third parties with a vested interest in the potential utility system upgrade(s).

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit (“Financial Guaranty”) which shall assure the faithful performance of Developer Obligations for construction of the Public Road, Developer Water Supply Facilities and the Developer Sanitary Sewer Facilities (collectively, the “Developer Constructed Public Facilities”) under this Agreement. The Village may in its sole discretion, following Developer’s request and acceptance by the Village Public Works Committee of some but not all of the Developer Constructed Public Facilities constructed as part of this Agreement, reduce the Financial Guaranty to the amount estimated by the Village Engineer (in a manner consistent with the Municipal Code) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the Financial Guaranty be reduced below the aggregate total estimated cost of the Developer Constructed Public Facilities 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, if applicable, following acceptance by the Village shall be no earlier than one year following the date the Village issued permits for the Developer Constructed Public Facilities. If the Developer Constructed Public Facilities 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 the Financial Guaranty shall be extended through the completion of the work and its inspection and acceptance and dedication by the Village. After construction and completion of the Developer Constructed Public Facilities and acceptance of the same by the Village Public Works Committee, the Financial Guaranty will be reduced to 10% of the actual cost of construction for a period of one (1) year after dedication and acceptance of the Developer Constructed Public Facilities (the “Guaranty Period”). In the event the original Financial Guaranty would, by its terms, expire prior to the end of the Guaranty Period, or if the Guaranty Period is extended due to repairs of defects as provided in Sec 8.01, a new Financial Guaranty shall be issued to cover the remaining Guaranty Period in an amount equal to 10% of actual original construction costs for the Developer Constructed Public Facilities subject to the Guaranty Period.

7.02 FORM. The form of any letter of credit shall be reasonably approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer’s obligation as provided in Section 7.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of Developer Obligations related to the Developer Constructed Public Facilities under this Agreement. The letter of credit shall be from a local lending institution, in the form of an irrevocable standby letter of credit and auto renewable.

7.03 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

7.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by the Financial Guaranty, the Village reserves the right subject to the notice and cure requirements set forth in Section 9.02, 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. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. As specifically related to Developer Obligations related to the Developer Constructed Public Facilities under this Agreement, this provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

7.05 REMEDIES. At the option of the Village and subject to the notice and cure requirements set forth in Section 9.02, a material breach of this Agreement by Developer shall result in the Village having the right to withhold the initial issuance of any and all occupancy permits until such breach is cured. In addition, subject to the notice and cure requirements set forth in Section 9.02, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the portion of the Property then owned by Developer and/or draw upon the Financial Guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the Developer Constructed Public Facilities in accordance with the Developer's Plans. 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.

7.06 ESTIMATED ASSESSED VALUE. Developer estimates that as of January 1, 2021, the equalized value of Building 1 of the Project will be not less than \$6.8 million, and Developer agrees not to challenge any equalized assessed value of Building 1 up to \$6.8 million for the calendar year commencing on January 1, 2021, absent manifest error or mistake. If the Village performs all of its obligations under this Agreement and Building 1 of the Project fails to timely reach the equalized assessed value specified above or if, on or after January 1, 2021, Developer successfully challenges and causes a reduction of the assessed value of Building 1 below the specified assessed value, then Developer shall pay to the Village an amount equal to the amount of the general property taxes that would have been due for Building 1, multiplying the Village's then current mill rate by the specified assessed value(s), less the amount of taxes actually paid for the building(s) (the "Differential Amount"), by way of the Village increasing the real estate tax bill amount in the same amount as the Differential Amount. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon Building 1 as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. Developer's responsibility or obligation for any Differential Amount hereunder shall run with the land, and upon the conveyance of title to Building 1, shall become the obligation and responsibility of any respective successor owner(s) of Building 1, and Developer shall be released from any further obligation. Any responsibility or obligation of Developer under this Agreement shall also terminate upon the closure of TID No. 8. The language of this Section 7.05 notwithstanding, the Developer, its successors and assigns, shall have no obligation for any deemed Differential Amount in the case where the equalized assessed value drops

below \$6.8 million due to a Force Majeure or casualty event, if the assessed value for the balance of the Property is sufficient to not cause a material impact to the overall financial health of the District at the time of the subject Force Majeure or casualty event. In the event that Wisconsin law changes with respect to the method of assessment for Building 1, the parties agree to negotiate in good faith as necessary to effectuate the purpose of this paragraph.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

8.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated Developer Constructed Public Facilities against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as delivered in Article IV of this Agreement. Developer shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for the actual damages incurred by Village property directly resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

8.02 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, neglect or negligence of Developer, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors), in connection with Developer's performance of this Agreement. 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 service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall indemnify and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer 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 negligence or willful misconduct of the Village, its agents, contractors or employees (except to the extent caused by the negligence or willful misconduct of the Developer, its employees, agents or contractors), in connection with the Village's performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

8.03 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, fines and penalties) resulting from or relating in any way to the presence of toxic or hazardous

material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

8.04 INDEMNIFICATION CLAIMS. Upon either the Village or Developer becoming aware of the occurrence of any event or the existence of any state of facts in respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (1) The indemnified party shall provide the indemnifying party 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 indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;
- (2) Subject to paragraphs (c) through (f) below, the indemnifying party 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 indemnified party may at its own expense hire counsel or consultants to monitor the Claim;
- (4) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) The indemnifying party shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the indemnified party, it fails to diligently defend, negotiate or settle such Claim. In the event that the indemnifying party has lost its right to defend, negotiate or settle any Claim: (i) the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the indemnifying party's cost and expense, to defend, negotiate and settle any Claim, and (ii) the indemnifying party shall pay such reasonable costs and expenses incurred by the indemnified party within twenty (20) days of receipt of written notice from the indemnified party;

(6) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, 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.

8.05 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) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) 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.

ARTICLE IX – COMPLETION AND DEFAULT

9.01 COMPLETION DATE. The work required by this Agreement shall be completed by Developer not later than June 30, 2021 except as may otherwise be provided in Section 1.02.

9.02 DEFAULT.

- (1) The occurrence of any one or more of the following events shall constitute a default by Developer:
 - (a) Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before fifteen (15) days following written notice of such failure; or
 - (b) Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing

the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

(c) Developer:

(i) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or

(ii) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(iii) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(iv) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or

(v) adopts a plan of complete liquidation of its assets.

(2) The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

(3) Upon the occurrence of any default by either party and following the notice requirements set forth above, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity.

(4) No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall

operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

(5) In the event of the default by either party, all reasonable fees, cost and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

9.03 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.

ARTICLE X – NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) two business days following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, or (iv) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village: Village of Germantown
ATTN: Steven Kreklow, Administrator
PO Box 337
N112 W17001 Mequon Road
Germantown, WI 53022
Email address: skreklow@village.germantown.wi.us

AND a copy to: Brian C. Sajdak, Esq.
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132
Email address: brian@wrslegal.net

If to Developer: Ellaretee, LLC
ATTN: Mike Esser
W141 N9240 Fountain Blvd.
Menomonee Falls, WI 53051
Email address: michael.esser@dielectriccorp.com

AND a copy to: Godfrey & Kahn, S.C.
ATTN: Matthew V. Munro
833 E. Michigan, Suite 1800
Milwaukee, WI 53202

ARTICLE XI - GENERAL PROVISIONS

11.01 APPROVALS, ORDINANCES AND REGULATIONS. All provisions of Village Approvals and the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code 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. In the event any provision set forth in this Agreement is in conflict with any provision set forth in any other Village code or ordinance, this Agreement shall control.

11.02 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 building, lot or parcel of land within the Property.

11.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

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

11.05 OWNERSHIP. Developer certifies and warrants to the Village that as of the Effective Date (as defined below) of this Agreement it is the sole owner of the real estate that comprises the Property.

11.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Developer as an authorized officer of the same.

11.07 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.

11.08 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.

11.09 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 Municipal Code, or any statute or regulation governing the improvements.

11.10 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.

11.11 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 8, it will not knowingly sell, lease, assign or otherwise transfer or convey any ownership interest in the Project to a person or entity that would directly result in the Property becoming exempt from general property taxation, nor otherwise use the Property in any manner that would cause all or a portion of the Property to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

11.12 TIME. Time is of the essence as to completion by the parties of their respective obligations, and is a critical component in success of the Project and the District. The parties agree that all actions, approvals, and consents required herein, shall be acted upon promptly and with diligence, and shall not be unreasonably withheld, conditioned or delayed.

11.13 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 provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) upon reasonable approval of the Village Attorney as to the form of the assignment. In the event that any such lender forecloses on its collateral and succeeds as Developer of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

11.14 RECORDING. A copy of this Agreement shall be recorded in the Office of the Register of Deeds for Washington County, Wisconsin.

11.15 EFFECTIVE DATE. This Agreement shall be binding on the Developer and deemed of full force and effect as of the date the Developer takes fee simple title to the Property (“Effective Date”). In the event Developer does not close on the acquisition of the Property, this Agreement shall be null and void.

11.6 TERM. Except as otherwise provided herein, the term of this Agreement (the “Term”) shall begin as of the Effective Date and shall continue until upon the closure of TID No. 8, and upon termination of this Agreement, all obligations of the parties hereunder shall terminate, except for the indemnification requirements under Sections 8.02 and 8.03.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of May, 2019.

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

ELLARETEE, LLC

By: _____
Michael Esser, Jr., Authorized Signor

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of May, 2019, the above-named, Michael Esser, Jr., as the authorized signor of Ellaretee, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

By _____
Dean Wolter, Village President

ATTEST:

By _____
Deanna Braunschweig, Village Clerk

Per Village Board Approval: Dated_____

[illegible]

Personally came before me this ____ day of May, 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 to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By _____
 Print Name: _____
 Notary Public, State of Wisconsin
 My Commission Expires: _____

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION

Lot One (1) of CERTIFIED SURVEY MAP NO. 5959, recorded in the Washington County Registry on October 20, 2005 in Volume 44 of Certified Survey Maps on pages 75-78, as Document No. 1106265, and as corrected by Affidavit of Correction, recorded in said Register's Office on January 12, 2006, as Document No. 1115133 and being part of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4, Section 7, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Tax Key No. GTNV 074987

W204 N12839 Goldendale Road, Richfield, Wisconsin 53076.

EXHIBIT B

DEVELOPER'S PLANS

EXHIBIT C

VILLAGE FEE SCHEDULE FOR PROJECT

(SEE ATTACHED)

20411514.5