

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, November 2, 2020 7:00 p.m.

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform, Meeting #: 126 929 5388 Password: AgXFuXT2r46 which can be accessed by phone at 408-418-9388 or by logging on <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m2e06fbcff51af235ca9cf4499a6b85be> Citizens wishing to view the meeting are encouraged to watch the live broadcast of the meeting through Channel 25 on Spectrum cable, or the livestream on the Village's website. Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**
 - A. 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, to include:
 - B. Election Update.
- 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) Written Public Comments should be directed to comments@village.germantown.wi.us, by 4 p.m. on Monday, November 2nd.

VI. CITIZEN PUBLIC INPUT on items not subject to a public hearing:

- A. Village of Germantown providing Village of Richfield with Water / Sewer Utilities.**

VII. CONSENT AGENDA:

- A. Approval of Minutes October 19, 2020 Regular Village Board Meeting and October 15, 2020 Committee of the Whole Meeting.

- B. Accounts payable/payroll

1.	October 25, 2020	Accounts Payable	\$ 370,216.48
2.	October 27, 2020	Payroll (Hourly)	\$ 245,459.46
3.	October 31, 2020	Payroll (Salary)	\$ 109,967.52
4.	October 31, 2020	Accounts Payable	\$ 1,707.80

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

- C. Utility Clerk Job Description Update and Reclassification of Paygrade.
D. Deputy Treasurer Job Description Update and Reclassification of Paygrade.

VIII. UNFINISHED BUSINESS

- A. Notice to Proceed on Site Preparation and Groundwork for Construction of Elevated Storage Tank TID #8.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Conditional Use Permit Application to Encroach into the 25' Wetland Setback Pursuant to Section 24.04(5) of the Shoreland- Wetland Zoning District, for MSI General, Agent for Moldmakers Leasing & Investments LLP, Property Owner and MGS Manufacturing Group Inc.- W190 N11701 Moldmakers Way.
- B. Conditional Use Permit Application to Encroach into the 25' Wetland Setback and 75' Navigable Water Setback Areas Pursuant to Section 24.04(3)(c)5 of the Shoreland Wetland Zoning District. Neumann Developments, Inc. Agent for Wrenwood LLC, Property Owner - Outlot 2 of Wrenwood Subdivision.
- C. Conditional Use Permit Application for a 52-foot Nitrogen Storage Tank, for Steven Buck, Gehl Foods LLC, Agent for AGNL Dairy LLC, Property Owner - N116 W15970 Main Street. Resolution 60-2020, Planned Development District (PDD) Amendment to Include a Nitrogen Generator Unit.
- D. Public Utility Easements – Moldmakers Investments, LLC.
- E. Development Agreement Moldmakers Investments, LLC.

- F. Village of Richfield Potential Water / Sewer Service Agreement. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, November 16, 2020 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
October 19, 2020**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, Miller, Myers, Pieper, Wing, and Zabel. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, and Director Ratayczak. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter reported on the Halloween Celebration. This is not a Village sponsored or supported event but a neighborhood event. The date and hours are set as October 31st from 5:30 pm – 7:30 pm. Halloween is not supported or sponsored by the Village.

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

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:

Election Update. Clerk Braunschweig introduced the Department. Valerie Bauer, Deputy Treasurer with the Village. She has 24 ½ years with the Village, Jennifer Rozek, new Deputy Clerk / Deputy Treasurer, and Ben Hubrich Deputy Clerk / Deputy Treasurer. Britan Smith was unable to attend. Just over 5,700 absentee ballots have been mailed out. Germantown Voter Registration is just over 14,500. In person absentee voting will begin at the Village Hall on October 20th. The in person voting schedule is on the Village website, the cable channel and under the Newsflashes and the cable tv. Register to vote prior to election day. Voters can go to myvote.wi.gov, or come to the Clerk's Office to Register to Vote. Absentee ballots may also be requested at myvote.wi.gov.

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

Jan Miller of Windsong Circle West commented on the Ordinance prohibiting residential picketing. She questioned the difference between picketing and protesting and if other municipalities in the area have this ordinance.

Village of Germantown providing Village of Richfield with Water / Sewer Utilities.

President Wolter read comments from Bill Wetterau in regard to the Richfield extension of Water / Sewer. Comments included to study the process and past meetings, developments that are serviced with the utilities, and he spoke against the extension to the Village of Richfield.

Nextdoor comment from Laura R. commented she wants water / sewer utilities.

Nextdoor comment from Robert U. commented against the extension.

Gail and Diana of Century Lane. They commented against the extension of water / sewer to the Village of Richfield.

Laura Russart, previous from Nextdoor, of Rockfield Road, Richfield, came to the podium. She would like to be on water / sewer and has a unique situation. She does not have enough lawn for septic.

Jan Miller, of Windsong Circle West commented opposition of the expansion to Richfield as a partner in the water sewer. The 2050 land use plan needs to be done prior to extending to another community.

Chad VandeZande of Woodlawn Lane Oconomowoc, and Cushman & Wakefield Company came to the podium. He is working with the land owner and is looking to attract companies that will add jobs to the area. He commented on attracting a large player that would be an incentive for the corridor and would attract more jobs.

Administrator Kreklow reported that the Village is working on a social media presence. The item was on facebook, over 2,500 followers. There were 688 views on nextdoor. The website alerts over 3,900 subscribers. While this was not all 20,000 residents, thousands were notified.

Discussion ensued of getting the word to Village residents.

The comments received were read at the this evenings meeting. The number of comments in relation to the number of views were relatively low.

Trustee Pieper suggested to post a survey on facebook or social media sites with information on the item. Administrator Kreklow commented that Assistant Planner Zandt and Manager Tucker use "Tell us More Tuesday" and this would be something along those lines.

Kreklow commented one of the challenges for public input for this item will be the amount of technical information that is not easy to convey over social media.

Discussion ensued of the contract as on the agenda.

Director Ratayczak came to the podium and reported that the sewer capacity is .77 millions of gallons per day. The water will be slightly higher than that.

Discussion ensued of the number of employees/amount of water / sewer. The drawings and information are for sewerage flows, site plan with boundary designations, and map. The 2050 plan has not been finalized.

The parcel Richfield is looking to develop is North of the new Kwik Trip to Pionier Road.

Discussion ensued that we need to maintain the capacity on the Germantown side.

CONSENT AGENDA:

- A. Approval of Minutes October 5, 2020 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. October 10, 2020 Accounts Payable \$ 1,018,010.13
 - 2. October 13, 2020 Payroll (Hourly) \$ 229,644.37
 - 3. October 15, 2020 Payroll (Salary) \$ 104,597.00

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

- C. Ordinance 14-2020, An Ordinance Amending SECTION 7.02 Relating to the Official Traffic Map and Traffic Control Devices.
- D. Ordinance 15-2020, An Ordinance Creating Section 9.21 Prohibiting Residential Picketing.
- E. Ordinance 16-2020, An Ordinance Creating Section 7.20 Relating to Compliance with Traffic Control Devices on Private Streets.

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

- F. Blackstone Golf Course – Replacement of Culverts within Utility Easement.

Motion (Myers/Baum) to approve Consent agenda A-F. Trustee Baum requested to pull item D. Ordinance 15-2020, An Ordinance Creating Section 9.21 Prohibiting Residential Picketing. Roll Call Vote carried unanimously for items A-F Except Item D.

- D. Ordinance 15-2020, An Ordinance Creating Section 9.21 Prohibiting Residential Picketing.

Discussion of the ordinance ensued. Attorney Sajdak commented that the ordinance prohibits the congregation outside of a residential property. Does not prohibit a parade or walking by. Language is from a supreme court case. This is to avoid large group as seen earlier this year.

Attorney Sajdak commented that other communities do have it. Franklin and Greenfield do have the ordinance. The language is from the supreme court case and is from Brookfield.

Discussion ensued in regard to the ordinance and its impact on freedom of speech. Discussion ensued of the ordinance violations during the previous protest in a residential neighborhood and reasons the ordinances in place were not enforced.

Motion (Baum/Miller) to approve Ordinance 15-2020, An Ordinance Creating Section 9.21 Prohibiting Residential Picketing.

Motion to amend (Zabel/Miller) and remove the word “Exception” from sub 2. Remove the heading. Motion carried unanimously.

Discussion ensued of the change of word picketing to demonstration. The word picketing is from the Supreme Court Case language.

Amendment Motion (Zabel/Hudson) to direct staff to define picketing. Motion failed.

Roll call vote on Ordinance as amended carried. Pieper voted no.

UNFINISHED BUSINESS:

- A. None.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Ordinance 17-2020, Ordinance to adopt current Wisconsin Administrative Commercial Building Codes.

Motion (Kaminski/Myers) to approve Ordinance 17-2020, Ordinance to adopt current Wisconsin Administrative Commercial Building Codes. This is a housekeeping ordinance and came through General Government and Finance. Attorney Sajdak reported there are a number of non-substance errors that need corrected as an understood condition of approval.

Motion carried unanimously.

- B. Resolution 59-2020, Contract with Maguire Iron, Inc. in an amount not to exceed \$1,808,000 for the Construction of an Elevated Storage Tank TID #8.

Motion (Baum/Kaminski) to approve Resolution 59-2020, Contract with Maguire Iron, Inc. in an amount not to exceed \$1,808,000 for the Construction of an Elevated Storage Tank TID #8.

Discussion ensued of the alternate bid of \$114,000 for the additional height. Discussion ensued of holding the contract for more public input. The additional height of the tower is for the additional pressure to supply water to the Village of Richfield.

The taller tower requires additional foundation. The \$114,000 does not include the additional foundation.

Attorney Sajdak gave advice on the amendment.

Amendment Motion (Kaminski/Baum) to direct the signatories to the contract to withhold signing off on the contract until up to November 20th, to give two meetings (November 2nd and November 16th) to potentially add to the contract. Amendment Motion Carried Unanimously.

Motion as amended carried. Zabel Voted No.

C. Stop Loss Insurance Renewal.

Motion (Myers/Pieper) to approve stop Loss Insurance Renewal item number 3, Auxiant QBE Option with Net Commissions in an amount not to exceed \$730,128.60. Director Rath or Administrator Kreklow are approved to sign. This item was recommended by General Government and Finance. Roll Call Vote Carried Unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:50 p.m.

The next regular meeting of the Village Board will be on Monday, November 2, 2020 at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
COMMITTEE OF THE WHOLE MEETING MINUTES
October 15, 2020**

CALL TO ORDER: The meeting was called to order at 6:04 p.m. by President Wolter.

ROLL CALL: Present: President Wolter. Trustees, Baum, Kaminski, Hudson, Miller, Myers, Pieper, and Zabel. Absent Excused: Trustee Wing. Also present: Administrator Kreklow, Clerk Braunschweig, Manager Tucker, Director Ratayczak, Chief Snow, Chief Delain, Director Retzlaff, Director Schroeder, Director Rath, Director Smith, Superintendent Zimmerman, Superintendent Haugen, and Superintendent Anderson. Clerk's Note: This was a partial Virtual Webex Meeting.

Approval of Minutes, September 30, 2020 and October 7, 2020.

Motion (Baum/Zabel) Approve September 30, 2020 and October 7, 2020 Minutes.

Motion Carried Unanimously.

2021 BUDGET REVIEW INCLUDING CAPITAL FOR EACH DEPARTMENT:

Director Rath gave an overview of the 2021 budget. Property Tax level proposed so far. Maximum level increase of 5.64% tax rate increase of 27 cents per 1,000. 98.8% of equalized value.

Village Board.

Director Rath reported on the Village Board Budget. Very similar to last years budget. The rate increase is on the budget.

Administration.

Administrator Kreklow reported on the Administration Budget. No significant changes.

Clerk.

Overview: The Clerk's Budget is similar to previous budgets. Expenditures are lower due to two elections.

Personnel will be and between Clerk and Treasurer.

This includes three deputy clerk deputy treasurers.

Hotel Motel revenue is down this year. \$150,000 went to the Dheinsville Project.

Finance:

Director Rath reported on the Finance Budget. The PILOT for Water is expected to increase.

The Fairway Knoll is to pay the value of the exempt property. The Video Franchise fee was reported on. The interest has also decreased.

Assessor.

Director Rath reviewed the Assessor Budget. This budget includes the assessor contract which expires in 2022 and the state manufacturing fees. The revenues include the Mobile Home Fees.

Data Processing.

Director Rath reviewed the Data Processing. This includes the server and software for Village Hall.

Discussion ensued of Village Audio Visual.

General Government.

Director Rath reviewed the General Government. This is phone, copy, postage, heat lights and power for Village Hall and DPW. The salaries in this budget are then distributed to each budget. This includes the 2% increase and the Finance Director Salary. The CPU is used for the highway union was 1.57.

Library.

Director Smith came to the podium. She gave an overview as approved by the Library Board. It is consistent with last year's budget. There has been a decrease due to the Covid. There is a different structure in fines. The Library is fine free. There are replacement fees only.

Library Board Accounts.

Director Smith commented that this is consistent with previous years.

Municipal Development.

Director Rath reported on the line item. This includes the economic development and heat and electric for historic society, and fireworks. If over the hotel / motel tax covers.

Impact Fees.

Director Rath reported on the item. Funds are used for the police department evidence garage, to offset the debt to build the Fire Station, and park improvements.

Historic Preservation.

Director Rath reported on the item. This is segregated for Historic Preservation, plaques.

Debt Service.

Director Rath reported on the debt service. The tax impact and incoming offset from impact fees, sewer utility, and TIDs.

Health & Dental.

Director Rath commented

The Village is self-insured. The Self Insurance has worked well for the Village in the past.

The new quotes show that the premium is increasing by \$300,000. The budget shows an increase of over \$100,000. We will not be able to cover it in full.

There is a reserve in the health plan that shows there is over \$900,000. We need to plan and raise as much as we can. Can take from Dental. If there were a need the General Fund Reserve if available. There are plans to cover the increases. The premiums came in quite high.

The Dental came in well. The dental plan has been decreased. The health plan went up.

Discussion ensued increasing the amount the Employee pays. This is capped at 12%.

The broker will be at the meeting on Monday. Director Rath reported that this is at 1,817,000.

Claims projected at 2,126,000. We are using reserve. There is a \$300,000 gap.

Discussion ensued of the Health Insurance and fully insured.

2021 Full Budget Review / Questions.

Manager Tucker submitted a proposal to bring the audio visual up to 2020. Administrator Kreklow commented that the Village could fund the project with capital funds available from the roof project. It is possible to utilize these funds.

Motion (Kaminski/Pieper) to use capital funds from the roof to go RFP for the Board Room Audio Visual. Both Trustee Pieper and Trustee Miller expressed interest and experience to assist. Discussion ensued on discussion with the companies involved. President Wolter commented on the needs for the updates. Zabel commented that an adhoc committee could be formed.

Administrator Kreklow commented that it may be tempting to contact vendors which can cause issues. This needs to be a formal transparent process and avoid interaction with possible vendors.

Motion Carried Unanimously.

Administrator Kreklow reported that a check was received from the County in the amount of \$692,250. \$100,000 is needed to pay our portion of the redesign and leaves \$692,250. Originally calculated as repaving Goldendale. Eight or so years out and not needed right away. Administrator Kreklow gave five options for the funds and reviewed the options.

Motion (Myers/ Kaminski) to add \$692,250 to the 2021 paving budget and accelerate the paving program. This is in addition to the amount. Discussion ensued of the carry over.

Motion carried. Zabel and Baum voted no.

PUBLICATION OF THE 2021 BUDGET PUBLIC HEARING NOTICE.

Motion (Zabel/Kaminski) to forward the 2021 budget to the Village Board and send for public hearing.

Discussion ensued of the levy and at the max of what is allowed. The levy is for the full amount. Discussion ensued that amendments can be made at the public hearing. Net new construction is based on new value. That portion was 330,000 or 3.5 % increase. The remainder is the debt, transfer of levy from County and a small amount for refunded taxes.

Motion carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 7:36 p.m.

The next Committee of the Whole meeting will be October 19th at 7:00 pm.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
October 19, 2020**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, Miller, Myers, Pieper, Wing, and Zabel. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, and Director Ratayczak. Clerk's Note: This was a partial Virtual Webex Meeting.

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Amendment Motion (Zabel/Hudson) to direct staff to define picketing. Motion failed.

Roll call vote on Ordinance as amended carried. Pieper voted no.

UNFINISHED BUSINESS:

- A. None.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Ordinance 17-2020, Ordinance to adopt current Wisconsin Administrative Commercial Building Codes.

Motion (Kaminski/Myers) to approve Ordinance 17-2020, Ordinance to adopt current Wisconsin Administrative Commercial Building Codes. This is a housekeeping ordinance and came through General Government and Finance. Attorney Sajdak reported there are a number of non-substance errors that need corrected as an understood condition of approval.

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Motion as amended carried. Zabel Voted No.

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ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:50 p.m.

The next regular meeting of the Village Board will be on Monday, November 2, 2020 at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE GERMANTOWN GENERAL
GOVERNMENT & FINANCE COMMITTEE
And VILLAGE BOARD**

MEETING DATE: October 19, and November 2, 2020

PLACEMENT New Business

ITEM TITLE: Job Description and Reclassification of Paygrade: Deputy Treasurer and Utility Account Clerk II

SUBMITTED BY: Michelle Tucker

SUMMARY EXPLANATION:

With the retirement of our former Accounts Payable Clerk, the upcoming retirement of our Finance Director, and the merge of the Clerk's Department and the Finance Department, existing staff have had changes to their job descriptions. Some of these changes reflect existing duties that weren't appropriately captured in previous versions, but many of the changes reflect additional duties being added to the position. In the two job descriptions that follow, the underlined portions are the changes from the previous versions.

Reclassification of Paygrade

With the additional duties being added to each position, staff recommends that each position be bumped up to the next paygrade, which would move Deputy Treasurer from grade 13 to a grade 14, and would move the Utility Account Clerk II from grade 8 to grade 9.

Grade	Minimum	Midpoint	Maximum
8	\$38,528.84	\$43,574.71	\$47,397.78
9	\$40,511.54	\$45,817.44	\$49,837.77
10	\$42,597.36	\$48,176.74	\$52,403.30
11	\$44,790.78	\$50,655.96	\$55,099.96
12	\$47,096.28	\$53,264.08	\$57,936.72
13	\$49,520.58	\$56,005.57	\$60,919.18
14	\$52,069.30	\$58,889.40	\$64,055.20

Change of Pay for Existing Staff

Because our current Utility Clerk has been with the Village for several years, she is not at the bottom of their paygrade, so staff recommends that her new salary not be adjusted accordingly. The Utility Account Clerk makes \$45,589.69 and staff recommends that she be increased to \$46,957.38. Because she has already been doing some of the additional work, staff recommends that this change go into effect immediately after board approval. Funds to cover this change are covered by the budget for the now vacant Accounts Payable Clerk position, and are included in the 2021 proposed budget.

ATTACHMENT: ORDINANCE _____ RESOLUTION ____ OTHER x Job Description Update

RECOMMENDATION: Forward the changes to the Deputy Treasurer and Utility Account Clerk II position descriptions and paygrade changes to the Village Board with a positive recommendation. Forward the recommended salary change for Valerie Bauer as well.

ACTION BY Committee:

**Village of Germantown
Finance Department
Utility Account Clerk
Job Description**

Job Title: Utility Account Clerk
Reports To: Village Clerk / Treasurer
Employment Category: Full Time, Non-Exempt
Department: Finance
Pay Grade: 9

Job Summary:

The Utility Account Clerk II is responsible for maintaining detailed records of, and providing customer service for, the Water and Sewer Utilities. This position also serves as back-up for the Finance Department in receiving tax and other payments. Strong customer service and office skills are essential.

Essential Duties and Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as management deems necessary.

- Processes meter readings provided by utility operators for preparation of bills.
- Processes receipted bills and maintains balances on outstanding accounts.
- Processes direct debit requests and posts direct debit payments.
- Processes online payments.
- Receives and processes electronic billing including requests and payments.
- Works with PrimaData for the mailing of utility bills.
- Processes and posts late payment fees.
- Processes and mails notices to landlords per ACT 274.
- Collects monies and operates the cash register.
- Maintains detailed accounting records and information as required by the Public Service Commission or as required for Village purposes.
- Enters data for Utilities, including General Ledger entries, under the supervision of the Village Clerk / Treasurer.
- Provides prompt and friendly customer service over the phone and in person.
- Performs clerical duties for the Utilities.

- Processes pet licenses and maintains the necessary records relating to pet licenses.
- Assists with mailing and collection of property taxes.
- Performs related duties in the absence of the Sr. Deputy Treasurer and as directed by the Village Clerk / Treasurer.
- Processes title search documents, including the utility billings and research of outstanding assessments.
- Processes final read documents for rental units as requested.
- Processes Water Key Requests and Hydrant Rental Permits, billing, and refunds.
- Collects utility documents and information for Financial Audit.
- Collects utility documents for PSC Audit.
- Prepares and processes billing for MMSD / Industrial Customers.
- Assists with Meter Change Outs as requested.
- Assists with Election Duties and Posting of Notices as Required.

Required Qualifications, Knowledge, Skills and Abilities:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Written and oral communication skills
- Computer skills and knowledge of general office technology
- Knowledge of basic accounting principles.
- Dependability
- Ability to get along with the public
- Ability to use good judgment, patience, and courtesy
- Must have strong attention to detail.

Education and/or Experience:

High School Diploma required, with Associate Degree or some college preferred. One to two years of office experience preferred.

Language Skills

- Ability to relate to and communicate effectively with others both verbally and in writing.

Mathematical Skills

- Ability to add, subtract, multiply and divide

- Ability to perform calculations using decimals and percentages

Reasoning Ability

- Ability to exercise the judgment and decisiveness
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines

Other Qualifications

- Working knowledge of Microsoft Office software and their applications.
- Knowledge of Harris MSI Municipal Software a plus.
- Ability to effectively interact with the public.
- Ability to use a variety of office equipment
- Ability to handle money and credit card transactions
- Good customer service skills and dependability are essential.
- Ability to prioritize tasks and manage time effectively.
- Understanding of Public Service Commission rules/requirements relating to Utility record keeping preferred.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and or provide simple but continuous adjustment on equipment, machinery and tools such as computer and other office machines, and or materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly skilled movements such as typing and to operate various pieces of office equipment.

- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- The employee must exert light physical effort in sedentary to light work, occasionally involving lifting, carrying, pushing, pulling, crouching, crawling, kneeling, stooping and or moving up to 25 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderately quiet. Work is typically performed in an office.
- This position is performed sitting at a desk 6-7 hours per day at a computer; quarterly bills will require standing 1-2 hours for printing. Tax collection may require extended periods of standing.
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals and intimidation may cause discomfort and poses limited risk of injury.

Selection Guidelines, Reasonable Accommodations, and Receipt:

The selection process may include formal application, rating of qualifications and experience, oral interviews, reference checks, background examination, and job-related tests.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and applicant and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Germantown is an Equal Opportunity Employer. In compliance with state and federal law, the Village will provide reasonable accommodations to qualified individuals with disabilities and

encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicant Signature

Date

**Village of Germantown
Finance Department
Deputy Treasurer
Job Description**

Job Title: Deputy Treasurer
Reports To: Village Clerk / Treasurer
Employment Category: Full Time, Exempt
Department: Finance
Pay Grade: 14

Job Summary:

The Deputy Treasurer is responsible for all components of payroll including processing time sheets, handling deductions for benefits and WRS, issuing paychecks, issuing annual W2s and submitting all payroll related reports required by law. The Deputy Treasurer must have a thorough understanding of State and Federal Law, the Village's Policies and Procedures, and the Village's Union contracts. This position is also responsible for new employee orientation of benefits, processing all benefits related forms and the monthly payables for Health, Dental, Life Insurance, VEBA and American Fidelity, and handling Worker's Compensation questions and claims.

Assists with Election Duties and Posting of Notices as requested.

Essential Duties and Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as management deems necessary.

- Processes payroll and maintains proper records, in accordance with applicable laws, ordinances and contracts.
- Completes and submits all required payroll and benefit related reports required by law.
- Prepares accounts receivable invoices, maintains details and pursues collection of outstanding balances, and responds to inquiries from billed parties.
- Prepares regular bank deposits and takes deposits to bank.
- Reconciles general ledger accounts as required.
- Prepares routine and adjusting journal entries as required.
- Coordinates with Support Services for new employee orientations and provides benefits information to new and existing employees. Processes new employee benefits and benefit changes.

- Handles all Worker's Compensation questions, claims and reports.
- Handles all Wisconsin Retirement System questions and reports.
- Assists in the processing and collection of property taxes.
- Operates cash register, processing payments for taxes, sewer/water, recreation, permits, etc.
- Prepares reports to other governmental agencies and the Village Board as required.
- Prepares Sales Reports.
- Prepares Unemployment Reports.
- ~~Supervises office and performs related duties in the absence of the Finance Director.~~
- Deposits funds as established by Village policy.
- Assists the Village Clerk Treasurer with all election duties as requested, including but not limited to: registration of voters, updating and maintaining of registration records, assisting voters with and processing of absentee ballots, providing guidance and assistance to poll workers.
- Notarizes documents as requested.
- Processes pet licenses and maintains related records.
- Attends seminars and workshops as approved or directed.
- Assists with Posting of Notices of Village Meetings and Legal Notices at official posting places, Village website and on cable access channel in accordance with statutory and Village posting requirements on an as received or as directed basis.
- Other duties, as required.

Required Qualifications, Knowledge, Skills and Abilities:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Understanding of accounting principles and processes.
- Knowledge of Microsoft Office programs, with advanced knowledge of Excel preferred.
- Understanding of Worker's Compensation
- Understanding of State and Federal employee regulations, Village ordinances, and Village Policies and Procedures.
- Attention to detail.
- Strong interpersonal skills required.
- Valid Wisconsin Driver's License or ability to obtain one required.

Education and/or Experience:

High School Diploma required, with Associate Degree in Accounting or related field preferred. Three to five years of office experience preferred, with considerable experience in payroll, accounts payable and receivable, and basic accounting. Municipal finance experience preferred. Notary public certification or ability to obtain within 3 months of hire

Language Skills

- Ability to relate to and communicate effectively with others both verbally and in writing.

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships. Ability to interpret basic descriptive statistical reports.
- Ability to create and analyze complex financial spreadsheets.
- Knowledge of municipal budget development and administration
- Understanding of general accounting principles.

Reasoning Ability

- Ability to exercise the judgment and decisiveness
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines.
- Ability to understand State and Federal law, Village ordinances and policies and Union regulations.

Other Qualifications

- Working knowledge of Microsoft Office software and their applications, with advanced Excel knowledge required.
- Ability to effectively interact with the public, as well as other employees.
- Ability to use a variety of office equipment, with particular emphasis on 10 Key.

- Ability to handle money and credit card transactions.
- Experience with FMLA, Worker's Compensation and payroll strongly preferred.
- Dependability and attention to detail.
- Ability to prioritize tasks and manage time effectively with little direct supervision.
- Ability to complete Treasurer's Institute within three years as well as other Municipal Finance training.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and or provide simple but continuous adjustment on equipment, machinery and tools such as computer and other office machines, and or materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly skilled movements such as typing and to operate various pieces of office equipment.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- The employee must exert light physical effort in sedentary to light work, occasionally involving lifting, carrying, pushing, pulling, crouching, crawling, kneeling, stooping and or moving up to 25 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderately quiet. Work is typically performed in an office.
- This position is performed sitting at a desk 6-7 hours per day at a computer. Some travel for training may be required.
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals and intimidation may cause discomfort and poses limited risk of injury

Selection Guidelines, Reasonable Accommodations, and Receipt:

The selection process may include formal application, rating of qualifications and experience, oral interviews, reference checks, background examination, and job-related tests.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and applicant and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Germantown is an Equal Opportunity Employer. In compliance with state and federal law, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicant Signature

Date

**VILLAGE OF GERMANTOWN
GENERAL GOVERNMENT & FINANCE COMMITTEE
MEETING MINUTES
October 19, 2020**

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

ROLL CALL: Present: Chairperson Zabel, Trustee Members: Kaminski, and Myers. Trustee Wing excused absent. Also present: Administrator Kreklow, Manager Tucker, Clerk Braunschweig, Director Rath, and Director Retzlaff.

APPROVAL OF MINUTES: September 21, 2020 – MOTION (Kaminski/Myers) to approve the September 21, 2020 minutes.

PUBLIC COMMENT:
None.

NEW BUSINESS:

- A. Utility Clerk Job Description Update and Reclassification of Paygrade.

A new document and job description were distributed as the Deputy Treasurer has given notice for retirement and the Utility Clerk has agreed to fill that position. The positions were researched and the job descriptions and paygrades have been adjusted for additional responsibilities. Staff would like to fill the vacant position and advertise. Funds to cover this change are covered by the budget for the now vacant accounts payable clerk and are included in the 2021 budget.

Motion (Myers/Kaminski) to update the Utility Clerk job description and reclassification of paygrade. Motion carried unanimously.

- B. Deputy Treasurer Job Description Update and Reclassification of Paygrade.

A new document was distributed as the Deputy Treasurer has given notice for retirement and the Utility Clerk has agreed to fill that position. The positions were researched and the job descriptions and paygrades have been adjusted for additional responsibilities. Funds to cover this change are covered by the budget for the now vacant accounts payable clerk and are included in the 2021 budget. Motion (Myers/Kaminski) to update the Deputy Treasurer job description, reclassification of paygrade, and start the salary at \$53,110.69, effective 10/19 if approved by Village Board. Motion carried unanimously.

- C. Stop Loss Insurance Renewal.

Director Rath reported on the item. She distributed information on the item. The quote by Nation Wide increase QBE change shows the option of Auxiant. Carmen Winkelman of R&R was in attendance.

R& R has reduced their portion and restructured by decreasing the commission by \$20,000 Carmen came to the podium. Discussion ensued of the market place and bids received. She commented on and reported on the State Plan. The quote today is firm and only good until tomorrow. Discussion ensued of possibly joining another group such as a consortium.

Administrator Kreklow reported that there is a lot of variation in local governments on what they charge back to employees. Most are at 12%. Discussion ensued of the employee contribution

percentage and possible increase of that percentage. Administrator Kreklow commented that this does need review.

Look at different ways to shift to employees, premium contribution, prescriptions. Discussion ensued of looking at plan design.

Motion (Kaminski/Zabel) to forward the Stop Loss Insurance Renewal to the Village Board.

Kaminski would like to revisit the employee contribution. The employee union contracts currently state 12%. Discussion ensued of increasing the deductible. Discussion ensued of the wellness program. This item is on the Village Board Agenda tonight. Motion carried unanimously.

- D. Community Development Department - Ordinance 17-2020, Ordinance to adopt current Wisconsin Administrative Commercial Building Codes.

Director Retzlaff reported on the item. This is a housekeeping ordinance. The item is on the Village Board Agenda tonight. Motion (Myers/Kaminski) to recommend Ordinance 17-2020, Ordinance to adopt current Wisconsin Administrative Commercial Building Codes. Motion carried unanimously.

OLD BUSINESS:

None.

REPORTS:

A. Monthly Year to Date Financials:

1. Revenue and Expense Report All Funds: The reports were reviewed. Summarized of all funds. It is weighted heavily as there are budgeted items that will not carry over. There will be some deficit. There is a million dollars in the road program not spent yet.
2. Health and Dental Plans: The reports were reviewed. Health has been reviewed. The Dental is doing well and covering costs. Could carry dental over to the health plan.

B. Impact Fees Financial Reports: The report was reviewed. A lot of residential. Money for the water and sewer utility. Quite a few residential starts for 2021.

C. Accounts Payable: September 25, 2020 and October 10, 2020 payables were reviewed.

D. Code Violation Reports: The report was reviewed. Administrator Kreklow commented there were three new code violations.

E. C.I.P. PROJECTS: The reports were reviewed. Some of the paving has come through. It is more than 200,000 some will be reimbursed.

F. Letter of Credit Summaries: The reports were reviewed.

1. Building Inspection Department – Reviewed.
2. Public Works Department – Reviewed.
3. Planning Department – Reviewed.

G. Summary of all Village Contracts: The summary of contracts were reviewed. Administrator Kreklow reported Waste Management Contract is will be coming forward.

H. SCHEDULE NEXT MEETING: The next meeting will be on November 16, 2020 at 6:00 pm.

ADJOURNMENT: Chairman Zabel adjourned the meeting at 6:58 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna Braunschweig
Village Clerk

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 2, 2020

AGENDA ITEM: New Business (CONDITIONAL USE PERMIT NO. 10-2020)

ITEM TITLE: Conditional Use Permit Application to Encroach into the 25' Wetland Setback Pursuant to Section 24.04(5) of the Shoreland- Wetland Zoning District, for MSI General, Agent for Moldmakers Leasing & Investments LLP, Property Owner and MGS Manufacturing Group Inc.- W190 N11701 Moldmakers Way.

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

SUMMARY EXPLANATION:

In September, the Plan Commission conditionally approved site development & building plans for a 121,736 sqft industrial building expansion and related improvements for the MGS Mfg. (along with vacating Moldmakers Way to make way for the overall campus expansion). At that time, it was discovered that there are five (5) small wetland areas located on the property; including a wetland associated with the drainage ditch running east-west along the south property line. Except for the drainage ditch wetland, the other wetlands were determined by the DNR to be "artificial" wetlands and, therefore, not subject to DNR, Army Corp or Village of Germantown regulation. But because of planned improvements in the vicinity of the drainage ditch wetland, including the construction of a new service road providing convenient and emergency vehicle access to the building expansion to/from Maple Road and a water main loop from Maple Road to Fulton Drive, MGS is proposing a limited amount of development encroachment into the 25' wetland setback area.

PLAN COMMISSION RECOMMENDATION:

APPROVE a Conditional Use Permit to MGS Mfg. to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 6, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to one condition [*a 3-year annual monitoring report requirement*].

APPLICATION, PLANS & RELATED DOCUMENTS:

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

CUP#10 –2020

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicants:

**Moldmakers Leasing & Investments LLP, Property Owner
and MGS Manufacturing Group Inc.**

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant to allow development within the 25' wetland setback area as presented in the Wetland Setback Compensation Plan dated October 6, 2020, pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 201-980

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

Property Description: Lot 2 and Lot 4 of CSM 4408, Section 20, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 11.03 acres.

Tax Key No: GTNV 201-980

Address: Maple Road

Pursuant to the following condition(s):

1. The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.
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.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the ____ day of _____, 2020.

ATTEST:

Dean Wolter, Village President

Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this ____ day of _____, 2020, the above
named Dean Wolter, Village President, and _____, Village Clerk, to me
known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

The following named person, who is authorized to represent Moldmakers Leasing & Investments LLP, Property Owner and MGS Manufacturing Group Inc., hereby accepts the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2020

{type or print name on this line}

{signature on this line}
Agent for Moldmakers Leasing & Investments LLP

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2020, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Community Development Director/Zoning Administrator

Village of Germantown, Wisconsin

PLAN COMMISSION MINUTES

October 12, 2020

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:30 pm.

ROLL CALL: Chairman Dean Wolter, Trustee Rep David Baum, Commissioners Tony Laszewski, Matt Kimmler, Bill Shadid, Bob Williams and Peter Nilles were in attendance. Also present were Community Development Director Jeff Retzlaff, Associate Planner Emily Zandt and Planning Assistant Lori Johnson.

PUBLIC INPUT: None

APPROVAL OF MINUTES:

MOTION Baum second Laszewski to Approve the minutes from 9/14/20.

MOTION carried unanimously.

MGS Manufacturing Group - W190 N11701 Moldmakers Way. Request for approval of a conditional use permit (CUP) to allow development within a 25' wetland setback on the 24-acre property. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the Public Hearing at 6:38 pm.

Chairman Wolter closed the Public Hearing at 6:39 pm.

MOTION Baum second Laszewski to Approve the Conditional Use Permit to MGS Mfg. to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 6, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

- 1. The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.***

Trustee Baum questioned why the swale is considered wetland. Planner Retzlaff explained the swale met DNR criteria to be considered wetland.

MOTION carried unanimously.

Neumann Developments for Wrenwood LLC - Outlot 2 of Wrenwood Subdivision. Request for approval of a conditional use permit (CUP) to allow development within a 25' wetland and 75' navigable waterway setback in the 145-acre Wrenwood subdivision. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the Public Hearing at 6:48 pm.

- Susan Bernhard, N120 W14709 Freistadt Road - asked if there would be any more berms with the other new development to the north. Planner Retzlaff answered that is not known at this time. He explained the developers first step with excess topsoil is to find a location on site to use it. Chairman

CONDITIONAL USE PERMIT (CUP)

10/12/20 Plan Commission Meeting

MSI General / MGS Manufacturing

Village Planner Report

Germantown, Wisconsin

Summary

MSI General, agent for MGS Mfg., property owner, is requesting approval of a conditional use permit (CUP) to allow development within a 25' wetland setback on the 24-acre property on Maple Road (formerly W190 N11707 Moldmakers Way).

Location: W190 N11707 Moldmakers Way

Applicant/

Property Owner: John Kutz
MSI General
Oconomowoc, WI

Paul Manley
MGS Mfg.
Germantown, WI

Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Industrial	M-1
South	Industrial	M-1
East	Industrial	M-1
West	Industrial	M-1

Location Map



Background

Last month, the Plan Commission conditionally approved site development & building plans for a 121,191 sqft industrial building expansion and related improvements for the MGS Mfg. campus on Maple Road (formerly Moldmakers Way... a street that was recently vacated as part of the overall campus expansion). While preparing those plans, MGS discovered that there are five (5) small wetland areas located on the property; including a wetland associated with the drainage ditch running east-west along the south property line. Except for the drainage ditch wetland, the other wetlands were determined by the DNR to be “artificial” wetlands that are not subject to DNR, Army Corp or Village of Germantown regulation. Because of planned improvements in the vicinity of the drainage ditch wetland, including the construction of a service road providing both convenient and emergency vehicle access to the building expansion to/from Maple Road and a water main loop from Maple Road to Fulton Drive, MGS is proposing a limited amount of development encroachment into the 25’ wetland setback area. One of the conditions of approval for the site development & building plans is that MGS Mfg. obtain a conditional use permit (CUP) to allow said encroachment.

Proposal

At this time, MSI General, agent for MGS Mfg., property owner, is requesting approval of a conditional use permit (CUP) to allow development within a 25’ wetland setback on the 24-acre property on Maple Road.

Although the Village’s Shoreland-Wetland Code requires a 25’ setback from all DNR-approved delineated wetlands (regardless of size or location), the Village may allow development within a 25’ wetland setback with a CUP. However, Section 24.04 of the Code only allows development within this setback area if additional protection and/or compensation for the affected area(s) is provided at a 1:1 ratio (for “horizontal” development) and a 2:1 ratio (for “vertical” development having impervious surface or a grade change greater than 3’ height). Said protection and compensation is typically provided in the form of additional vegetative buffering, invasive species removal, or other measures that are intended to provide additional protection to the actual wetland areas and/or navigable waterway to/from which the setbacks apply.

As detailed in the Wetland Setback Compensation Plan (dated October 6, 2020), the proposed “development activity” within the 25’ wetland setback includes:

- Construction/installation of a water main loop from Maple Road to Fulton Drive
- Construction of a new service road providing access to the expansion building loading docks and warehouse area to/from Maple Road
- Construction of a new loading dock and staging area

Detailed in the narrative and exhibits, three (3) "Disturbance Areas" are identified with the total amount of setback area encroachment is approximately 25,870 sqft (.6 acres) shown in Exhibit 1, including:

- 24,070 sqft with < 3' of grade change (horizontal development)
- 1,800 sqft with > 3' of grade change (vertical development)

Compensation will be provided in three (3) "Encroachment Areas" totaling 27,670 sqft shown in Exhibit 1. Compensation will be provided in the form of planting a native prairie seed mix as described in the Planting & Maintenance component of the Compensation Plan.

Staff Comments

Staff supports approving the CUP and the proposed Wetland Setback Compensation Plan that includes stabilizing and restoring the disturbed areas with the planting of native prairie grasses. However, success of the native grass plantings depends on monitoring of the actions taken. Consequently, the owner should be required to prepare and submit an annual monitoring report to the Village documenting all management activities, the success of those management activities, and any corrective actions needed to ensure success of the mitigation plan for a minimum of three (3) years after initial implementation.

VILLAGE PLANNER RECOMMENDATION

APPROVE a Conditional Use Permit to MGS Mfg. to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 6, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.



Village of

Germantown
Willkommen

Fee must accompany application

☐ \$1460 Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1 APPLICANT OR AGENT

John Kutz
MSI General
P.O. Box 7
Oconomowoc, WI 53066
Phone (920) 650-5032
Fax ()
E-Mail john@msigeneral.com

PROPERTY OWNER

Mark Sellers
Moldmakers Leasing
W190N11701 Moldmaker's Way
Germantown, WI 53022
Phone

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

MSI General Corporation

3 PROPERTY ADDRESS

W190N11701 Moldmaker's Way

TAX KEY NUMBER

201983

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.

MGS Is a plastic injection molding manufacturer that produces various parts needed in the automotive and medical industries

5 DESCRIPTION OF PROPOSED OPERATION

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

24.04 (3) (c) 5: Development within the minimum required wetland and navigable water setback areas

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

We have approximately 700' of new road construction that will encroach on the 25' setback to a delineated wetland. We plan to protect the wetland through landscaping and mitigation elsewhere on site. There will be a buffer of approx 5-10' between the wetland delineation and the edge of our road. Storm water management practices and methods are shown on our site plans to protect the wetland

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

Civil Plans Attached

7 SUPPORTING DOCUMENTATION:

☒ Site Plan and elevations for new construction (can be conceptual)

☐ Photos of existing use and/or proposed use operating elsewhere

☐ _____

☐ _____

8 READ AND INITIAL THE FOLLOWING:

JK 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.

JK I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

JK 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.

JK I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

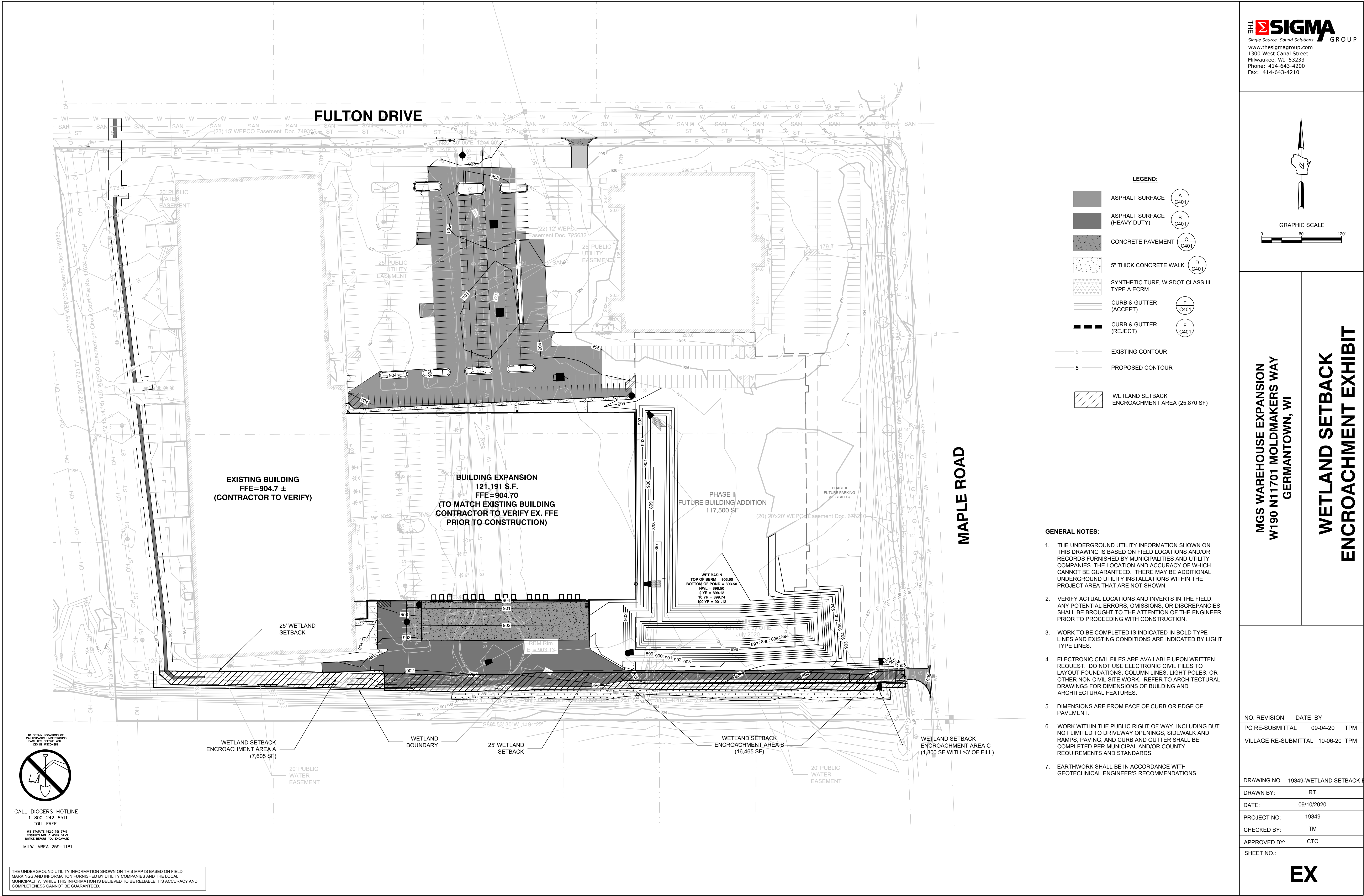
9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

JK JK
Applicant

9/9/2020
Date

Owner

Date



WETLAND SETBACK ENCROACHMENT MITIGATION EXHIBIT

DRAWING NO.	19349-WETLAND SETBACK E
DRAWN BY:	RT
DATE:	09/10/2020
PROJECT NO:	19349
CHECKED BY:	TM
APPROVED BY:	CTC
SHEET NO.:	

EX



2020-10-6

MITIGATION AREA SEED MIX

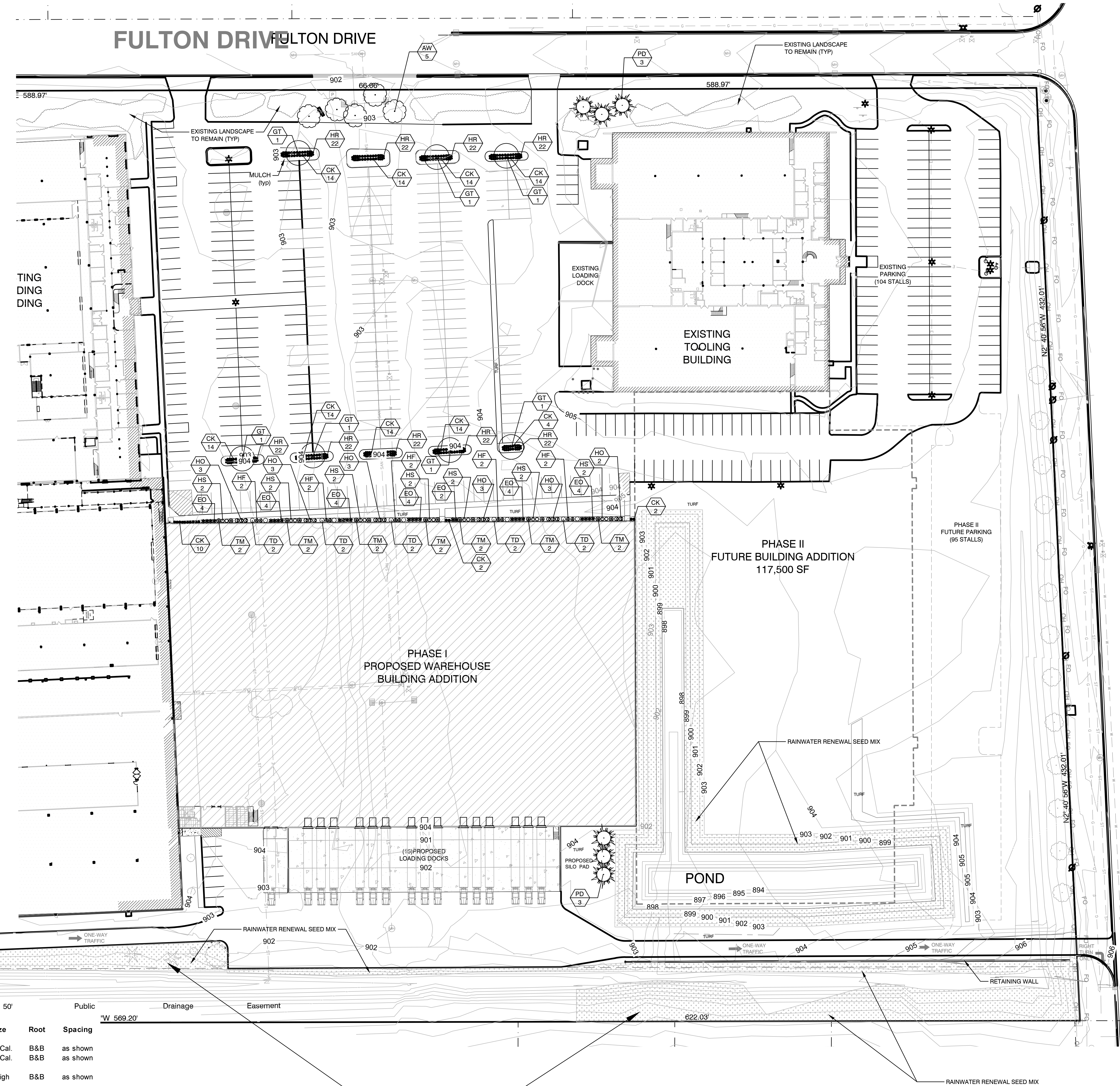
Rainwater Renewal

Our most popular rain garden seed mix for detention basins and bioretention areas. The extensive root systems of these plants will increase infiltration rates, reduce erosion, and manage rainwater while creating an attractive native plant community. Best if planted in engineered soils or basins that drain within 48 hours.

#RRNR Wet Mesic to Dry Mesic Full Sun to Part Sun 8.00 PLS LBS/Acre 94.00 Seeds/ Sq. Ft

Wildflowers		Oz/Acre
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Pycnanthemum virginianum	Mountain Mint	0.30
Ratibida pinnata	Yellow Coneflower	2.25
Rudbeckia hirta	Black Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black Eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia ohioensis	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00
Grasses, Sedges, & Rushes		Oz/Acre
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00
Panicum virgatum	Switchgrass	3.50
Scirpus atrovirens	Dark-Green Bulrush	0.50
Scirpus cyperinus	Wool Grass	0.30
Sorghastrum nutans	Indian Grass	5.00
Spartina pectinata	Prairie Cordgrass	3.00

Key	Botanical Name	Common Name	Qty.	Size	Root	Spacing
SHADE TREES						
AW	Acer rubrum 'Northwood'	Northwood Red Maple	5	2.5" Cal.	B&B	as shown
GT	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	7	2.5" Cal.	B&B	as shown
EVERGREEN TREES						
PD	Picea glauca 'Densata'	Black Hills Spruce	6	6' High	B&B	as shown
DECIDUOUS SHRUBS						
EO	Euonymus alatus Odom 'Little Moses'	Little Moses Dwarf Burning Bush	26	18" High	Cont.	42" o.c.
HO	Hydrangea paniculata 'Bobo'	Bobo Hydrangea	17	18" High	Cont.	48" o.c.
EVERGREEN SHRUBS						
TD	Thuja occidentalis 'Golden Globe'	Golden Globe Arborvitae	10	15" High	Cont.	as shown
TM	Thuja occidentalis 'Hetz Midget'	Hetz Midget Arborvitae	14	15" High	Cont.	as shown
PERENNIALS EVERGREEN SHRUBS						
CK	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	130	1 Gal.	Cont.	20" o.c.
HR	Heimericallis 'Happy Returns'	Happy Returns Daylily	198	1 Gal.	Cont.	20" o.c.
HS	Hosta seiboldiana 'Elegans'	Blue Giant Hosta	14	1 Gal.	Cont.	30" o.c.
HF	Hosta seiboldiana 'Frances Williams'	Frances Williams Hosta	10	1 Gal.	Cont.	30" o.c.



LANDSCAPE PLAN PREPARED BY TREES ON THE MOVE: 5611 S. CALHOUN ROAD: NEW BERLIN, WI 53151: 262-679-5200



MSI GENERAL CORPORATION
P.O. BOX. 7
OCONOMOWOC, WI 53066
PHONE: 262-367-3661

WWW.MSIGENERAL.COM
SINGLE SOURCE RESPONSIBILITY™

ISSUE DATES:
Bid Set: 4.17.2020
Plan Commission Submittal: 7.06.2020

REVISIONS:

PROJECT ADDRESS:

PROJECT NAME
MGS WAREHOUSE EXPANSION
STREET ADDRESS
W190 N11701 Moldmakers Way
CITY/ STATE / ZIP
GERMANTOWN, WI 53022

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Architect: AMH/BGK Engineer: -- Reviewed By: BJZ

Sheet Title:
LANDSCAPE PLAN

Sheet Number:
C-107
Project Number: P12766

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS

WETLAND SETBACK COMPENSATION PLAN

SITE LOCATION:

MGS Warehouse Building Expansion
W188 N11707 Maple Road
Germantown, WI

PREPARED FOR:

MGS Manufacturing Group, Inc.
W188 N11707 Maple Road
Germantown, WI

PREPARED BY:

The Sigma Group, Inc.
1300 West Canal Street
Milwaukee, WI 53233
414-643-4200

September 23, 2020
Rev. October 6, 2020

PROJECT SUMMARY

Grading, filling, water main installation and new paving within 25-foot wetland setback along southern boundary of Lots 4 and 5 of CSM No. 4408 for the proposed MGS Warehouse Building Expansion project.

PREPARED FOR

Mark Sellers
Moldmakers Leasing and Investments, LLP
W190 N11701 Moldmakers Way
Germantown, WI 53022
262-227-7443

PREPARED BY

The Sigma Group, Inc.
James Leedom, P.E.
1300 W. Canal Street
Milwaukee, WI 53233
414-643-4200
jleedom@thesigmagroup.com

Trees on the Move
Gerard Rewolinski
5611 S. Calhoun Road
New Berlin, WI 53151
262-679-5200
gerard@treesonthemove.com

DESCRIPTION

In general, the project involves the construction of an approximate 121,000 square foot warehouse building addition to the existing MGS warehouse building located on Parcels 4 and 5 of CSM 4408. Project elements include the vacation of existing Moldmakers Way, combining of existing parcels by CSM, construction of new warehouse building addition with truck docks in rear (south), construction of public water main loop from Fulton Drive south down the west side of the project site and then east to the north of the delineated wetlands in the existing ditch along the southern boundary of the site, construction of a new access road to Maple Drive north of the existing wetlands/ditch and construction of storm water management basins.

Construction of the water main, new truck docks for the building addition and the access drive to Maple Drive will encroach into the 25-foot setback from the wetlands delineated in the ditch along the southern property line. Compensation is required when filling and grading occurs within the 25' wetland setback. The applicable compensation ratios are 1:1 for grading less than 3 feet in height (horizontal development) and 2:1 where grading exceeds 3 feet (vertical development).

Based on the proposed grading plan, the total development area within the wetland setback is 25,870 square feet. The majority of the development, 24,070 square feet, is less than 3 feet in height and will be compensated at a ratio of 1:1. Approximately 1,800 square feet of the development within the wetland setback area is greater than 3 feet in height and will be compensated at a ratio of 2:1. The total required wetland setback mitigation area is 27,670 square feet. See attached Exhibit 1 showing 25-foot wetland setback and setback encroachment areas. Wetland setback encroachment areas are summarized below.

Proposed Wetland Setback Encroachment Area A (7,605 S.F.; < 3 feet)

This area will be disturbed for installation of the proposed public water main loop through the site. Little to no grading will occur in this area and heights will be less than 3 feet. This area will be compensated for on a 1:1 basis.

Proposed Wetland Setback Encroachment Area B (16,465 S.F.; < 3 feet)

This area will be disturbed for installation of the proposed public water main loop, construction of the proposed truck docks and construction of the proposed access road to Maple Drive. Proposed heights in this area are less than 3 feet. This area will be compensated for on a 1:1 basis.

Proposed Wetland Setback Encroachment Area C (1,800 S.F.; > 3 feet)

This area will be disturbed for installation of the proposed public water main loop and construction of the proposed access road to Maple Drive. through the site. Proposed heights in this area range from 3 to approximately 4 feet. This area will be compensated for on a 2:1 basis.

Area	Encroachment Area	Ratio	Mitigation Area Required
A	7,605 S.F.	1:1	7,605 S.F.
B	16,465 S.F.	1:1	16,465 S.F.
C	1,800 S.F.	2:1	3,600 S.F.
Total:	25,870 S.F.		27,670 S.F.

WETLAND SETBACK ENCROACHMENT MITIGATION PLAN

Exhibit 2 highlights in green the areas that are proposed for wetland setback mitigation. The areas will be restored with native Wisconsin seed mixes summarized below and shown on the site landscape plan. The proposed seed mix will enhance the wetlands along the existing ditch. The total area of proposed compensation 27,670 square feet.

PLANTING AND MAINTENANCE PLAN

Proposed seed mix:

Rainwater Renewal

Our most popular rain garden seed mix for detention basins and bioretention areas. The extensive root systems of these plants will increase infiltration rates, reduce erosion, and manage rainwater while creating an attractive native plant community. Best if planted in engineered soils or basins that drain within 48 hours.

#RNR Wet Mesic to Dry Mesic Full Sun to Part Sun 8.00 PLS LBS/Acre 94.00 Seeds/ Sq. Ft

Wildflowers		Oz/Acre
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
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Lobelia siphilitica	Great Blue Lobelia	0.50
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Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
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Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00

Panicum virgatum	Switchgrass	3.50
Scirpus atrovirens	Dark-Green Bulrush	0.50
Scirpus cyperinus	Wool Grass	0.30
Sorghastrum nutans	Indian Grass	5.00
Spartina pectinata	Prairie Cordgrass	3.00

Planting the Seeds:

Plant the seed mix after October 15th (and before June 15th) for the best results. Soil seed contact is necessary for seeds to germinate; do not roller compact the topsoil fill. For best results incorporate soil amendments (lime, fertilizer, organic matter) before planting. After planting, mulch and install erosion matting on steep slope areas. If watering, do it consistently until germination is complete (usually less than 3 weeks). Soil-seed contact is critical however; do not plant the seed any deeper than ¼ inch or it will not survive.

Maintenance:

Years 1 & 2: Controlling Weeds by Mowing Back the Site

Mowing the site for the first two years is required to control weeds. Mow at a 6-12" height just as the weeds flower or when they exceed three feet in height. Mowing too often or too short can be hard on the prairie plants. Mowing too often also trains the weeds to grow short and busy – even worst for the native plants.

Long Term Maintenance (Year 3 & Beyond): Mow/Cut Back and Remove or Burn Dead Vegetation

After two growing seasons, consider burning the planted area to help control weeds. Burn as late in the spring as possible for maximum destruction of weeds (late April). An alternate technique can include mowing, trimming or clipping weeds and seed heads and raking them away from the native prairie area. In the fall or spring, it is good to either cut back or burn the dead vegetation. Most times this is best done in the spring to preserve winter nesting. This will help the perennials come back faster and stronger in the spring.

Spot-mowing only the areas with invasive or noxious plants can be used to slow some aggressive and fast growing invasive plants will allowing the native species to become established. Mow height should be 6" to avoid target the invasives without damaging the native plants. Care should be taken to avoid mowing too short or too frequently.

Spot-spraying can be considered to target only noxious/invasive weed species. A licensed applicator should be hired to apply the appropriate selective herbicide to avoid damage to the prairie plants.

Haying/Mowing by cutting the prairie area to a 6" – 12" height (best in spring). Remove the cut vegetation to avoid smothering new growth. Haying or mowing of an area may be done every two years.

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 2, 2020

AGENDA ITEM: New Business (CONDITIONAL USE PERMIT NO. 11-2020)

ITEM TITLE: Conditional Use Permit Application to Encroach into the 25' Wetland Setback and 75' Navigable Water Setback Areas Pursuant to Section 24.04(3)(c)5 of the Shoreland Wetland Zoning District; Neumann Developments, Inc. Agent for Wrenwood LLC, Property Owner - Outlot 2 of Wrenwood Subdivision.

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

SUMMARY EXPLANATION:

Neumann Developments Inc., agent for Wrenwood LLC, developer/property owner, is requesting approval of a conditional use permit (CUP) to allow development within a 25' wetland and 75' navigable waterway setback within Outlot 2 and along the southern edge of the "central park" environmental corridor (adjacent to the lots on the north side). As detailed in the Wetland Setback Compensation Plan (dated August 31, 2020), all of the proposed "development activity" within the 25' wetland and 75' waterway setback areas includes the placement of excess topsoil generated during construction that will be graded with gently rolling berms and integrated into the abutting topography.

PLAN COMMISSION RECOMMENDATION:

APPROVE a Conditional Use Permit to Wrenwood LLC to allow development within the 25' wetland and 75' waterway setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated August 31, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to one condition *[a 3-year annual monitoring report requirement]*.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

CUP#11 –2020

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicants:

**Wrenwood LLC, Property Owner and Neumann
Developments Inc.**

agree to comply with applicable Codes and Ordinances of the Village of Germantown, Wisconsin, and further agrees that all work done pursuant to the permission granted herewith will conform with the applications and drawings filed with and approvals granted by officials of the Village for the purpose of obtaining this permit.

Now, therefore, this permit is issued to the Applicant to allow development within the 25' wetland and 75' waterway setback area as presented in the Wetland Setback Compensation Plan dated August 31, 2020, pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 234-050**On the following described property located in the Village of Germantown, Washington County, Wisconsin:**

Property Description: Outlot 2 of Wrenwood Subdivision, Section 23, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, containing 8.43 acres.

Tax Key No: GTNV 234-050

Address: Wrenwood Court

Pursuant to the following condition(s):

1. The Developer or Homeowner's Association (or other subsequent owner of Outlot 2) shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.
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.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the ____ day of _____, 2020.

ATTEST:

Dean Wolter, Village President

Deanna Braunschweig, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this ____ day of _____, 2020, the above
named Dean Wolter, Village President, and _____, Village Clerk, to me
known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

The following named person, who is authorized to represent Wrenwood LLC, Property Owner and Neumann Developments Inc., hereby accepts the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2020

{type or print name on this line}

{signature on this line}
Agent for Wrenwood LLC

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2020, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Community Development Director/Zoning Administrator

Village of Germantown, Wisconsin

PLAN COMMISSION MINUTES

October 12, 2020

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:30 pm.

ROLL CALL: Chairman Dean Wolter, Trustee Rep David Baum, Commissioners Tony Laszewski, Matt Kimmler, Bill Shadid, Bob Williams and Peter Nilles were in attendance. Also present were Community Development Director Jeff Retzlaff, Associate Planner Emily Zandt and Planning Assistant Lori Johnson.

PUBLIC INPUT: None

APPROVAL OF MINUTES:

MOTION Baum second Laszewski to Approve the minutes from 9/14/20.

MOTION carried unanimously.

MGS Manufacturing Group - W190 N11701 Moldmakers Way. Request for approval of a conditional use permit (CUP) to allow development within a 25' wetland setback on the 24-acre property. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the Public Hearing at 6:38 pm.

Chairman Wolter closed the Public Hearing at 6:39 pm.

MOTION Baum second Laszewski to Approve the Conditional Use Permit to MGS Mfg. to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 6, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

- 1. The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.***

Trustee Baum questioned why the swale is considered wetland. Planner Retzlaff explained the swale met DNR criteria to be considered wetland.

MOTION carried unanimously.

Neumann Developments for Wrenwood LLC - Outlot 2 of Wrenwood Subdivision. Request for approval of a conditional use permit (CUP) to allow development within a 25' wetland and 75' navigable waterway setback in the 145-acre Wrenwood subdivision. Planner Retzlaff summarized the proposal.

Chairman Wolter opened the Public Hearing at 6:48 pm.

- Susan Bernhard, N120 W14709 Freistadt Road - asked if there would be any more berms with the other new development to the north. Planner Retzlaff answered that is not known at this time. He explained the developers first step with excess topsoil is to find a location on site to use it. Chairman

Wolter stated the leftover topsoil is from the infrastructure development and that topsoil should stay within the development.

- Jan Miller, W151 N10297 Windsong Circle West - was opposed to creating any kind of berm and said the dirt should be moved to a different location.

Chairman Wolter closed the Public Hearing at 6:55 pm.

MOTION Baum second Shadid to Approve a Conditional Use Permit to Wrenwood LLC to allow development within the 25' wetland and 75' waterway setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated August 31, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

- 1. The Developer or Homeowner's Association (or other subsequent owner of Outlot 2) shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.***

Chairman Wolter explained some development is allowed to occur within the wetland setback area. Planner Retzlaff added that the 25-foot buffer was created by the Village as an additional setback for wetland on top of the DNR regulations.

MOTION carried unanimously.

Gehl Foods - N116 W15970 Main Street- Request for approval of an amendment the Gehl Foods Planned Development District (PDD), site development and building plans for a proposed Nitrogen Generation Facility and a Conditional Use Permit (CUP) for an accessory structure over 45' in height. Associate Planner Zandt summarized the proposal.

Chairman Wolter opened the Public Hearing at 7:12 pm.

- Janet Oleson, N114 W15821 Hilbert Lane - Chairman Wolter read her letter into the record. Ms. Oleson had concerns with Gehl Foods buying most of the houses on Main street, the Saxony Village development, dogs leaving waste on her grass, traffic and construction trucks.
- Robert Plastine, N118 W15735 Williams Drive - Chairman Wolter read his letter into the record. Mr. Plastine had questions regarding noise with the new nitrogen operation process and if a runtime window had been established; will Airgas maintain the existing nitrogen equipment as a backup.
- Julie Reichert, W156 N11580 Pilgrim Road - asked about the safety of having nitrogen in a residential neighborhood. Chairman Wolter stated the Fire Department indicated they have the correct equipment to respond and Washington County can also respond.
- Steven Buck, Gehl Foods - Explained nitrogen is not explosive or acts with other chemicals. He said Gehls will be using the same amount of nitrogen with this unit but will not need to use the tanker truck for trucking in nitrogen. He said the location for the new tank was picked because it has the least impact to the neighborhood and site traffic.

CONDITIONAL USE PERMIT (CUP)

10/12/20 Plan Commission Meeting

Neumann Developments Inc. / Wrenwood LLC

Village Planner Report

Germantown, Wisconsin

Summary

Neumann Developments Inc., agent for Wrenwood LLC, developer/property owner, is requesting approval of a conditional use permit (CUP) to allow development within a 25' wetland and 75' navigable waterway setback in the 145-acre Wrenwood subdivision on Country Aire Drive north of Mequon Road.

Location: Wrenwood Subdivision: Country Aire Drive @ Mequon Road

Applicant/

Property Owner: Ryan Fritsch
Neumann Developments Inc.
N27 W24025 Paul Ct
Pewaukee, WI

Wrenwood LLC

Zoning: Rs-5/PDD: Single-family Residential w/ Wrenwood PDD

Adjacent Land Uses		Zoning
North	Residential	Rs-1
South	Residential/Industrial	Rs-2/M-1
East	Residential/Agricultural	A-1/Rs-2
West	Residential/Agricultural/Industrial	Rs-5/A-1/M-2

Location Map



Background

In 2018, the Village approved the Wrenwood Planned Development District (PDD) and General Development Plan for residential development in two phases with the following characteristics:

TABLE 1.
Wrenwood Preliminary Plat Summary

Gross Area (Ac)	145.36
Wetland Area (Ac)	20.69
Right-of-Way (Ac)	18.04
Net Density Area (Total Ac)	106.63
Net Density Area (SF Ac)	92.77
Net Density Area (MF Ac)	13.86
# Single-Family Lots/DU's	142
# Multi-Family Lots/DU's	60
SF Net Density (SF DU/Acre)	1.53
MF Net Density (MF DU/Acre)	4.33
Open Space (Outlot Total Ac)	59.88
SF Avg Lot Size (ac)	17,779 sqft
SF Lot Size Range (Ac)	15,005 to 26,507 sqft

At that time, the Developer indicated a desire to complete Phase 1 of the development beginning with the single-family area south of the “central park” environmental corridor with 47 single-family lots and the 13-acre, 44-unit, multi-family condominium area with 2 and 4-unit buildings and a clubhouse. Phase 1 development is underway with both single-family and multi-family units under construction.

Proposal

At this time, Neumann Developments Inc., agent for Wrenwood LLC, developer/property owner, is requesting approval of a conditional use permit (CUP) to allow development within a 25' wetland and 75' navigable waterway setback within Outlot 2 and along the southern edge of the “central park” environmental corridor (adjacent to the lots on the north side).

Although the Village's Shoreland-Wetland Code requires a 25' setback from all DNR-approved delineated wetlands (regardless of size or location), the Village may allow development within the 25' wetland and 75' waterway setbacks with a CUP. However, Section 24.04 of the Code only allows development within these setback areas if additional protection and/or compensation for the affected area(s) is provided at a 1:1 ratio (for “horizontal” development) and a 2:1 ratio (for “vertical” development having impervious surface or a grade change greater than 3' height). Said protection and compensation is typically provided in the form of additional vegetative buffering, invasive species removal, or other measures that are intended to provide additional protection to the actual wetland areas and/or navigable waterway to/from which the setbacks apply.

As detailed in the Wetland Setback Compensation Plan (dated August 31, 2020), all of the proposed “development activity” within the 25’ wetland and 75’ waterway setback areas includes the placement of excess topsoil generated during construction that will be graded with gently rolling berms and integrated into the abutting topography (see Exhibit 1 of the Compensation Plan).

Detailed in the narrative and exhibits, four (4) “Disturbance Areas” are identified with the total amount of setback area encroachment is approximately 78,367 sqft (1.8 acres) shown in Exhibit 1, including:

- 62,165 sqft with < 3’ of grade change (horizontal development)
- 16,202 sqft with > 3’ of grade change (vertical development)

Compensation will be provided in three (3) “Compensation Areas” totaling 87,191 sqft shown in exhibit 2. Compensation will be provided in the form of planting a native prairie seed mix as described in the Planting & Maintenance component of the Compensation Plan.

Staff Comments

Staff supports approving the CUP and the proposed Wetland Setback Compensation Plan that includes stabilizing and restoring the disturbed areas with the planting of native prairie grasses. However, success of the native grass plantings depends on monitoring of the actions taken. Consequently, the owner should be required to prepare and submit an annual monitoring report to the Village documenting all management activities, the success of those management activities, and any corrective actions needed to ensure success of the mitigation plan for a minimum of three (3) years after initial implementation.

VILLAGE PLANNER RECOMMENDATION

APPROVE a Conditional Use Permit to Wrenwood LLC to allow development within the 25’ wetland and 75’ waterway setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated August 31, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. The Developer or Homeowner’s Association (or other subsequent owner of Outlot 2) shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.



Village of



Fee must accompany application

☐ \$1460 Paid _____ Date _____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1 APPLICANT OR AGENT

Ryan Fritsch - Neumann Developments, Inc.
N27 W24025 Paul Ct. Ste 100
Pewaukee, WI 53072

Phone (262) 542-9200

Fax () - - - - -

E-Mail rfritsch@neumanndevelopments.com

PROPERTY OWNER

Wrenwood, LLC
N27 W24025 Paul Ct. Ste 100
Pewaukee, WI 53072

Phone (262) 542-9200

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Wrenwood, LLC

3 PROPERTY ADDRESS

Wrenwood Ct.

TAX KEY NUMBER

234050

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.

Undisturbed former farmland between development and wetland area.

5 DESCRIPTION OF PROPOSED OPERATION

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

24.04(3)(c) 5: Development within the minimum required wetland and navigable water setback areas.

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

Place excess topsoil within setbacks and restore with prairie mix. Approx. 8,000 CY of material to be strategically placed and graded to minimize disturbance while continuing to ensure proper drainage. Compensation plan will restore more than 11% the minimum requirement by code.

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See attachment.

7 SUPPORTING DOCUMENTATION:

- ☒ Site Plan and elevations for new construction (can be conceptual)
- ☒ Photos of existing use and/or proposed use operating elsewhere
- ☒ *Legal description.*
- ☐ _____

8 READ AND INITIAL THE FOLLOWING:

- RF* 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.
- RF* I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- RF* 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.
- RF* I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

[Signature]
Applicant

8/28/2020
Date

[Signature]
Owner

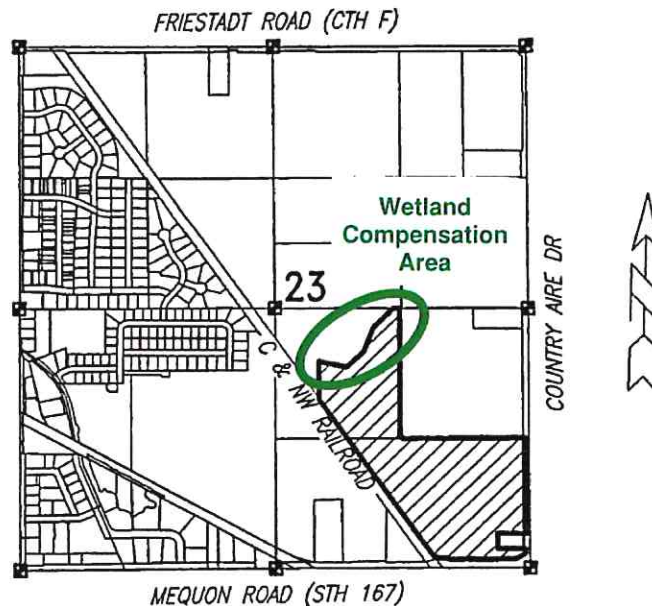
8/28/2020
Date

Wetland Setback Compensation Plan

Outlot 2

Wrenwood Subdivision

Village of Germantown, Washington County, Wisconsin



LOCALITY MAP.

SECTION 23,
T 9 N, R 20 E



GARLAND ALLIANCE LANDSCAPE ARCHITECTS

5707 6th Avenue
Kenosha, WI 53140
(414) 688-1641 garlandalliance@gmail.com



4100 N Calhoun Road
Brookfield, WI 53005
262.790.1480
info@trioeng.com

CONSULTING ENGINEERING

LAND SURVEYING

LAND PLANNING

Trio Engineering, LLC • 4100 N Calhoun Road • Brookfield, WI 53005 • t: 262.790.1480 • f: 262.790.1481 • jpudelfko@trioeng.com

Project Information

Project Summary: Grading, filling & restoration of former farmland area within the 25' wetland setback and 75' navigable water buffer in Outlot 2 of the Wrenwood Subdivision.

Prepared for: Wrenwood, LLC
N27 W24025 Paul Court, Ste 100
Pewaukee, WI 53072
262.542.9200

Prepared by:	Garland Alliance	Trio Engineering
	5707 6 th Avenue	4100 N Calhoun Road
	Kenosha, WI 53140	Brookfield, WI 53005
	141.688.1641	262.790.1480
	garlandalliance@gmail.com	info@trioeng.com

Description

The Wrenwood Subdivision was designed and developed in conformance with the Village of Germantown Municipal Code. Residential lots and development respected the 25' wetland setback and 75' navigable water buffer around the northern perimeter of the subdivision. This created a 50' – 75' wide area of undisturbed former farmland between the development and wetland area. This plan proposes to use surplus topsoil generated during construction of the subdivision to artfully fill and grade within this setback area. The disturbed areas will be restored with a shortgrass prairie mix containing many Asters and Coneflowers that provide summer and fall wildflower blooms above the shorter grasses.

Compensation is required when filling and grading occurs within the 25' wetland setback and 75' navigable setback (buffer) per Ordinance No. 23-07 and Section 24.04 of the Village of Germantown Municipal Code. The applicable compensation ratios are 1:1 for grading less than 3' in height (horizontal development) and 2:1 where grading and filling exceeds 3' (vertical development). A majority of the proposed project involves fill grading less than 3' in height (0' – 2.9'), compensated at a 1:1 ratio. Two small undulating berms located behind lots 24 – 28 require >3' of fill and will be compensated at a 2:1 ratio.

This proposed work will provide benefits to the subdivision and Village, including:

- Utilizing all excess topsoil within the project area. This avoids having to truck off the topsoil stockpiled within the subdivision.
- Converting fallow farmland area into native prairie.
- Improved slopes along the yards of Lots 24 – 26, 28 & 29.

WETLAND RESTORATION AREA

WETLAND SETBACK LINES

75' NARROW BUFFER LINE

15' WIDE UTILITY EASEMENT AREA

30' PUBLIC SANITARY SEWER (FORCEMAIN) AND WATER MAIN EASEMENT

RIGHT-OF-WAY

WETLAND

LOT 1
C.S.M. No. 6950

LOT 2
C.S.M. No. 3251

SCALE: 1"=80'

0 40 80 160

N. LINE OF THE SE 1/4 OF SECTION 23-9-20

LOT 2
C.S.M. No. 3251

WETLAND SETBACK LINES

75' NARROW BUFFER LINE

15' WIDE UTILITY EASEMENT AREA

30' PUBLIC SANITARY SEWER (FORCEMAIN) AND WATER MAIN EASEMENT

RIGHT-OF-WAY

WETLAND

LOT 1
C.S.M. No. 6950

LOT 2
C.S.M. No. 3251

SCALE: 1"=80'

0 40 80 160

N. LINE OF THE SE 1/4 OF SECTION 23-9-20

25' Wetland Setback & 75' Navigable Water (Shoreland) Setback Disturbance

Exhibit 1 identifies the areas of disturbance within both the 25' wetland setback and/or 75' navigable water (shoreland) setback around the northern extents of the Wrenwood Subdivision. This work consists of placing topsoil within a 25' to 75' wide area (50' average width) between the wetland and development construction limits. The setback area is currently fallow farmland; all work will be protected by silt fence installed between the wetland and filling limits.

The following four (4) areas describe the proposed work. *Red areas on the exhibit illustrate fill placed at a thickness of 0' – <3' from existing grade. Orange areas illustrate berm filling with a thickness of >3' from existing grade.*

Proposed Setback Disturbance Area 1 (4,986 sf)

- ~500 cy of fill placed outside of the storm water pond berm slopes in the northwest corner of the site at a height of 0 – 2.8' above existing grade.
- Benefit: Results in an additional ~15' of width and provides a more gradual slope to the berm.

Proposed Setback Disturbance Area 2 (20,505 sf (1:1) + 16,202 sf (2:1) = 36,707 sf)

- ~5,300 cy of fill placed within an approximately 50' wide area north of Lots 24, 25, 26 and 28. Red areas illustrate <3' of fill thickness; orange highlights the two undulating berm areas with fill thickness of 3' – 7'. Grading will match to the 4:1 slopes that exist along the residential lot lines.
- Benefit: Provides more gradual slopes along the residential lot lines and visual interest to the outlot area.

Proposed Setback Disturbance Area 3 (13,905 sf)

- ~1,500 cy of fill placed within an approximately 50' – 60' wide area east of Lot 29 and the northeast pond at a height of 0 – 2.8' above existing grade.
- Benefit: Provides more level area along the lot 29 side lot line and increases the width of the berm of the northeast pond.

Proposed Setback Disturbance Area 4 (6,567 sf)

- ~700 cy of fill placed within an approximately 50' wide area west of the northeast pond at a height of 0 – 2.8' above existing grade.
- Benefit: Increases the width of the berm of the northeast pond.

Total Wetland Setback Disturbance Area (to be compensated)

Description	Ratio	Area
Area 1	1:1	4,986 sf
Area 2 Fill	1:1	20,505 sf
Area 2 Berm	2:1	16,202 x 2 = 32,404 sf
Area 3	1:1	13,905 sf
Area 4	1:1	6,567 sf
TOTAL		78,367 sf (1.8 ac)



Wetland Setback Compensation Plan

Exhibit 2 highlights in green the areas within the 25' wetland setback and/or 75' navigable water (shoreland) setback that will be permanently stabilized and restored with a native prairie seed mix comprised of shorter grasses and wildflowers to provide summer and fall color. The total area of compensation equals 87,191 sf, which is 11% more than the minimum required. All fill grading areas will be restored with this native prairie mix. In addition, the undisturbed areas behind lots 30 – 33 on the east side of the development, plus the areas downslope of the pond outlet pipes, will be seeded and planted as native prairie to achieve the total compensation area.

The following describes the three (3) compensation areas:

Wetland Setback Compensation Area 1 (46,424 sf)

- Includes disturbance areas 1 and 2 plus the fallow farmland northwest of the pond.

Wetland Setback Compensation Area 2 (24,274 sf)

- Includes disturbance areas 3 and 4 plus the fallow farmland downslope of the pond outlet pipe.

Wetland Setback Compensation Area 3 (16,493 sf)

- Fallow farmland within Outlot 2 between Lots 30 – 33 and a narrow wetland to the east that will be restored as native prairie.

Total Wetland Compensation Area

<u>Description</u>	<u>Area</u>
Area 1	46,424 sf
Area 2	24,274 sf
Area 3	16,493 sf
TOTAL	87,191 sf (2.0 ac)

Total Compensation = 87,191 sf / 78,367 sf* = 1.11:1

* Accounts for 2:1 compensation ratio required for fill >3' in thickness.

Planting & Maintenance Plan

Proposed Seed Mix (Agrecol Native Seed & Plant Nursery):

Shortgrass Prairie for Medium Soils

This favorite shortgrass mix contains many Asters and Coneflowers that provide showy summer and fall color! Enjoy the unobstructed view as the wildflowers bloom above the shorter grasses.

#SPM Wet Mesic to Dry Mesic Full Sun 13.50 PLS LBS/Acre 83.00 Seeds/ Sq. Ft

Wildflowers		Oz/Acre
Allium cernuum	Nodding Onion	6.00
Amorpha canescens	Leadplant	2.50
Asclepias tuberosa	Butterfly Weed	1.50
Aster azureus	Sky Blue Aster	1.50
Aster laevis	Smooth Blue Aster	2.00
Aster novae-angliae	New England Aster	0.50
Chamaecrista fasciculata	Partridge Pea	10.00
Coreopsis palmata	Prairie Coreopsis	6.00
Dalea candida	White Prairie Clover	4.00
Dalea purpurea	Purple Prairie Clover	3.00
Echinacea pallida	Pale Purple Coneflower	2.50
Echinacea purpurea	Purple Coneflower	6.00
Eryngium yuccifolium	Rattlesnake Master	3.00
Heliopsis helianthoides	Early Sunflower	10.00
Liatris pycnostachya	Prairie Blazing Star	2.50
Monarda fistulosa	Wild Bergamot	1.50
Penstemon digitalis	Foxglove Beard Tongue	0.50
Potentilla arguta	Prairie Cinquefoil	0.20
Pycnanthemum virginianum	Mountain Mint	0.20
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	2.50
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Silphium laciniatum	Compass Plant	0.50
Solidago speciosa	Showy Goldenrod	1.00
Tradescantia ohimensis	Ohio Spiderwort	1.50
Veronicastrum virginicum	Culver's Root	0.10
Grasses, Sedges, & Rushes		Oz/Acre
Bouteloua curtipendula	Side Oats Grama	42.00
Carex bicknellii	Copper-Shouldered Oval Sedge	1.00
Elymus canadensis	Canada Wild Rye	32.00
Elymus virginicus	Virginia Wild Rye	32.00
Koeleria cristata (macrantha)	June Grass	2.00
Schizachyrium scoparium	Little Bluestem	32.00

Planting the seeds:

Plant the seed mix after October 15th (and before June 15th) for the best results. Soil seed contact is necessary for seeds to germinate; do not roller compact the topsoil fill. For best results incorporate soil amendments (lime, fertilizer, organic matter) before planting. After planting, mulch and install erosion matting on steep slope areas. If watering, do it consistently until germination is complete (usually less than 3 weeks). Soil-seed contact is critical however; do not plant the seed any deeper than ¼ inch or it will not survive.

Maintaining the native prairie areas:**Years 1 & 2: Controlling Weeds by Mowing Back the Site**

Mowing the site for the first two years is required to control weeds. Mow at a 6-12" height just as the weeds flower or when they exceed three feet in height. Mowing too often or too short can be hard on the prairie plants. Mowing too often also trains the weeds to grow short and busy – even worst for the native plants.

Long Term Maintenance (Year 3 & Beyond): Mow/Cut Back and Remove or Burn Dead Vegetation

After two growing seasons, consider burning the planted area to help control weeds. Burn as late in the spring as possible for maximum destruction of weeds (late April). An alternate technique can include mowing, trimming or clipping weeds and seed heads and raking them away from the native prairie area. In the fall or spring, it is good to either cut back or burn the dead vegetation. Most times this is best done in the spring to preserve winter nesting. This will help the perennials come back faster and stronger in the spring.

Spot-mowing only the areas with invasive or noxious plants can be used to slow some aggressive and fast growing invasive plants will allowing the native species to become established. Mow height should be 6" to avoid target the invasives without damaging the native plants. Care should be taken to avoid mowing too short or too frequently.

Spot-spraying can be considered to target only noxious/invasive weed species. A licensed applicator should be hired to apply the appropriate selective herbicide to avoid damage to the prairie plants.

Haying/Mowing by cutting the prairie area to a 6" – 12" height (best in spring). Remove the cut vegetation to avoid smothering new growth. Haying or mowing of an area may be done every two years.

Sincerely,



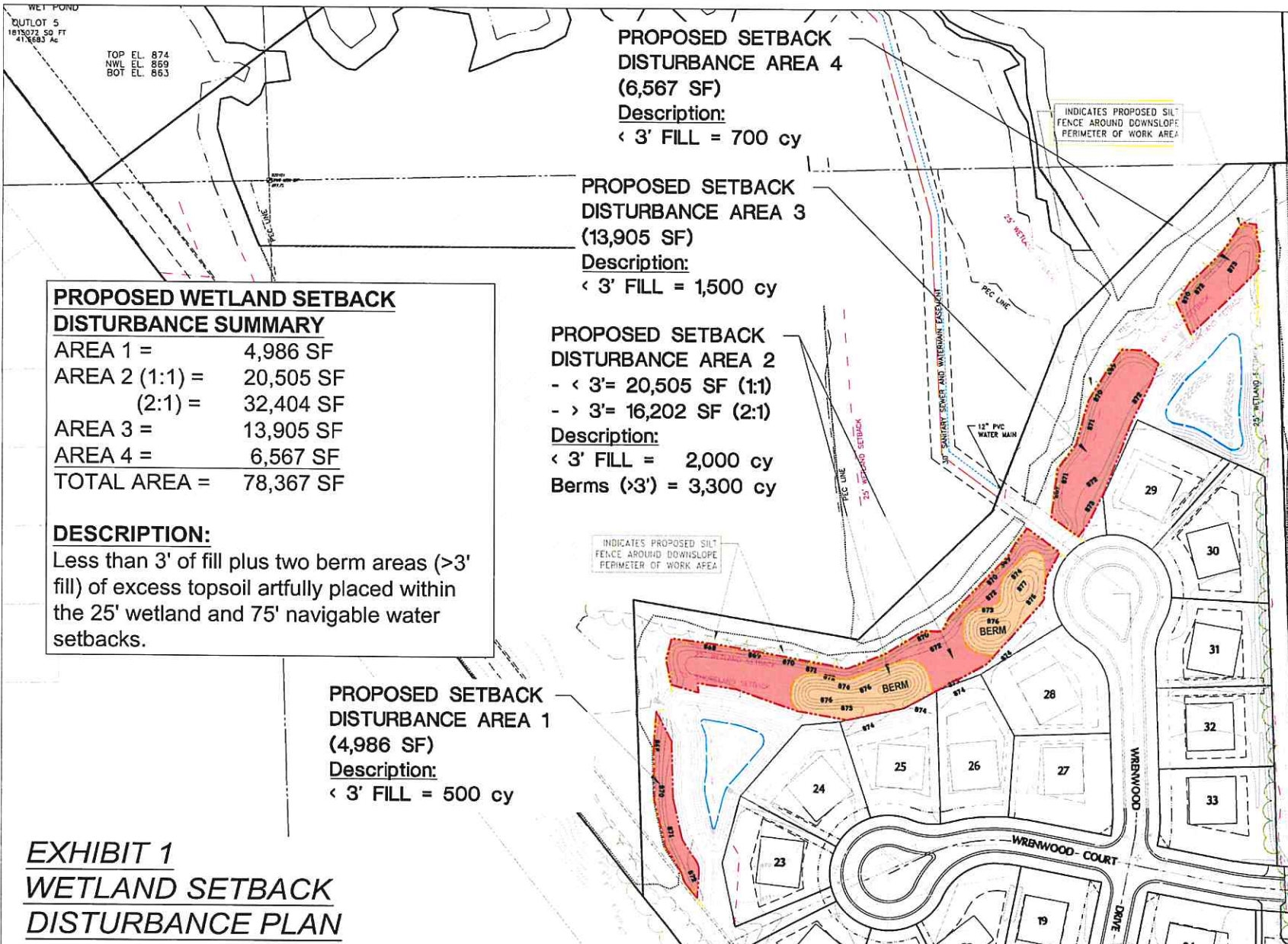
Josh Pudelfko, M.S., P.E.

President

Trio Engineering

Attachments: Exhibit 1 Wetland Setback Disturbance Plan
Exhibit 2 Wetland Compensation Plan

wetland setback compensation-wrenwood_2020-08-31.doc



12660 W. North Avenue, Brookfield, Wisconsin



N27 W24025 Paul Court
Pewaukee, WI 53072



Scale: 1" = 60' (22"x34')

Scale: 1" = 120' (11"x17')

DATE: 08-31-2020

EXHIBIT 1 **WETLAND SETBACK** **DISTURBANCE PLAN**

Wrenwood Phase 1
Village of Germantown, Wisconsin

PROPOSED WETLAND COMPENSATION

AREA 1 = 46,424 SF
AREA 2 = 24,274 SF
AREA 3 = 16,493 SF
TOTAL AREA = 87,191 SF

DESCRIPTION:

Proposed native prairie restoration within
25' wetland setback and 75' navigable
water setback (improvement from farmland)

WETLAND SETBACK
COMPENSATION AREA 2
(24,274 SF)

WETLAND SETBACK
COMPENSATION AREA 3
(16,493 SF)

WETLAND SETBACK
COMPENSATION AREA 1
(46,424 SF)



12640 W. North Avenue, Brookfield, Wisconsin

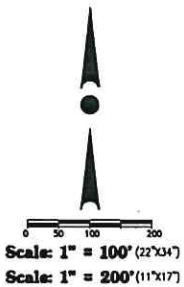


Developed By:

N27 W24025 Paul Court
Pewaukee, WI 53072

EXHIBIT 2
WETLAND COMPENSATION PLAN

Wrenwood Phase 1
Village of Germantown, Wisconsin



DATE: 08-31-2020



Photos of Existing Use



Existing navigable water buffer/wetland setback, facing northeast. Vegetative growth seen on undisturbed former farmland within setback limits; extent of current development and recent grading work visible.



Existing navigable water buffer/wetland setback, facing southwest.

EXHIBIT A

Legal Description of the Subdivision

1. The Subdivision, being located in a part of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 11, in Town 7 North, Range 17 East, in the Village of Germantown, Washington County, Wisconsin.
2. Consisting of the following portions of the Subdivision:
Lots 2 thru 48 and Outlots 1 ,2, 3 and 4
Specifically excluding: Lot 1

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: November 2, 2020

AGENDA ITEM: New Business [CONDITIONAL USE PERMIT &
PDD AMENDMENT RESOLUTION]

ITEM TITLE: Conditional Use Permit Application for a 52-foot Nitrogen Storage Tank, for Steven Buck, Gehl Foods LLC, Agent for AGNL Dairy LLC, Property Owner - N116 W15970 Main Street. Planned Development District (PDD) Amendment to Include a Nitrogen Generator Unit.

SUBMITTED BY: Emily Zandt, Associate Planner, Planning & Zoning Services

SUMMARY EXPLANATION:

Steven Buck, agent for Gehl Foods LLC, and AGNL Dairy LLC, property owner, is seeking approval for an amendment to the "Gehl Foods Planned Development District" (PDD) and a Conditional Use Permit (CUP) for an accessory structure over 45' in height, located at N116 W15970 Main Street.

As a part of the Gehl Foods PDD (Resolution No. 55-2019) approved last year, several improvement/commitments were made by Gehl Foods for their property, which included:

- d. Operational, equipment and/or other facility changes to reduce the current level of noise associated with the process of receiving or generating nitrogen (est. cost approximately \$600,000);*

The overall proposal requires the three applications submitted (PDD Amendment, Site Plan & CUP) and includes the following actions:

1. An amendment to the Gehl Foods PDD to allow "Nitrogen Generation Facility" to the list of permitted accessory uses.
2. Construction of an approximately 4,050-square foot Nitrogen Generation Facility to be located on the east end of the property, near Fond du Lac Avenue (Hwy 145).
3. Conditional Use Permit (CUP) to allow a component of the Nitrogen Generation Facility, the "cold box", to be installed to a height of 52 feet above grade, which exceeds the 45-foot maximum height permitted in the M-1 Limited Industrial District.

The Plan Commission reviewed the proposal at their October 12, 2020 meeting. Please note that the proposed site plan was denied by the Plan Commission.

PLAN COMMISSION RECOMMENDATION:

DENY the approval of the Conditional Use Permit for the proposed 52' tall cold box silo for the proposed Nitrogen Generation Facility addition to the Gehl Foods food production plant located at N116W15970 Main Street subject to one condition; and

APPROVE the proposed amendment to the "Gehl Foods" Planned Development District (PDD) to include Nitrogen Generation Facility as a permitted accessory use for the property located at N116W15970 Main Street.

Village Board Meeting November 2, 2020

New Business:

AGNL Dairy, LLC & Gehl Foods, LLC

Conditional Use Permit & Amendment to Gehl Foods PDD

#

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 resolution are included in the PDF digital file distributed by the Village Clerk.

CUP #10-2020

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicant:

**AGNL Dairy, LLC, Property Owner, and Gehl Foods, LLC,
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 construction of a cold box silo accessory structure over a height of 45 feet on the property located N116W15970 Main Street pursuant to Section 17.33(3)(i) of the Village Zoning Code.

Name & Return Address:

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

Parcel Identification No:

**GTNV 221-964-001, 221-056
& 221-057**

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

Being a redivision of Lot 1 of Certified Survey Map No. 6802, Outlot 19 and Outlot 20 of Assessor's Plat (SW ¼ NE ¼) in the Village of Germantown, in the SW ¼ of the NE ¼ and the SE ¼ of the NE ¼ of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin.

N116W15970 Main Street (Tax Key Number #GTNV 221-964-001, 221-056 & 221-057)

Pursuant to the following condition(s):

1. This CUP is specifically granted for the "cold box" component of the nitrogen generation facility as shown in the detailed site development and building plan set dated September 11, 2020.
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 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.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin
on the _____ day of _____, 2020.

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 _____, 2020, 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, 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 _____, 2020

Type or Print Name on this line

Property Owner (AGNL Dairy, LLC)

Type or Print Name on this line

Business Operator (Gehl Foods, LLC)

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2020, 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: _____

RESOLUTION NO. 60-2020

**AMENDING RESOLUTION NO. 55-2019
CONTAINING CONDITIONS AND RESTRICTIONS
FOR THE GEHL FOODS PLANNED DEVELOPMENT DISTRICT
("GEHL FOODS DISTRICT")**

WHEREAS, Gehl Foods LLC and AGNL Dairy LLC, property owners (hereinafter the "Property Owners") were granted a Planned Development District (PDD) overlay on the subject property that has underlying M-1 Limited Industrial and B-3 General Business zoning districts in the Village of Germantown more particularly described on Exhibit A attached hereto (the "Gehl Foods PDD") which was originally granted by the Village Board on September 16, 2019; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for Planned Development Districts; and

WHEREAS, on October 12, 2020 the Germantown Plan Commission reviewed a proposal by Gehl Foods, LLC and AGNL Dairy, LLC, property owners, to amend the Gehl Foods (PDD) General Development Plan and Conditions & Restrictions Resolution affecting the food production facility located at N116W19570 Main Street;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the text amendments set forth below to Resolution No. R55-2019 as follows:

1. **PURPOSE AND INTENT.** The Gehl Foods District Planned Development District ("GF-PDD") is intended to facilitate the expansion of the main production facility located at N116 W15970 Main Street by establishing different maximum impervious area standards that would apply to three (3) properties owned by Gehl Foods LLC and AGNL Dairy LLC located in the Main Street area. Further, it is intended that future development, land uses and activities within the GF-PDD be compatible with adjacent and surrounding properties, and, enhance the economic stability and quality of life in the Main Street neighborhood and overall Village of Germantown.
2. **GENERAL DEVELOPMENT PLAN (GDP).**
 - a. The General Development Plan (Exhibit B) for the GF-PDD establishes the basic parameters for all existing and future development within the PDD, including the approximate size and orientation of buildings. While future development within the **SPGF**-PDD shall be generally consistent with the GDP, the GDP does not grant specific site development or building approval.
 - b. **The General Development Plan (Exhibit C) for the GF-PDD establishes the basic parameters for the development of the onsite Nitrogen Generation Facility, including approximate size and location.**
3. **SITE PLAN APPROVAL REQUIRED.** Detailed Site Development and Building Plans shall be prepared and submitted to the Village Plan Commission for review and approval prior to the issuance of any building permit(s) consistent with the requirements of Sections 17.43 and 17.27(5)

through (7) of the Zoning Code.

4. **UNDERLYING ZONING DISTRICT REGULATIONS.** Except as set forth in Section 5 below, all land uses, site development and building construction shall be in accordance with the specific requirements set forth in the underlying B-3: General Business and M-1: Limited Industrial District regulations and other applicable Zoning Code requirement. Each of the following parcels included in the Gehl Foods District shall have the following underlying zoning district:

M-1: Limited Industrial District:

- a. Tax Parcel GTNV 221-964-001 (N116 W15970 Main Street)
- b. Tax Parcel GTNV 221-056 (N116 W16076 Main Street)
- c. Tax Parcel GTNV 221-057 (N116 W16060 Main Street)

B-3: General Business District:

- d. Tax Parcel GTNV 221-963 (N116 W11736 Crusader Court)
- e. Tax Parcel GTNV 221-091 (N116 W16150 Main Street)

5. **PERMITTED ACCESSORY USES.**

For purposes of guiding development in the Gehl Foods PDD, the following permitted accessory uses shall be added to those uses set forth in the underlying M-1 Zoning District Regulations:

(g) Nitrogen Generation Facility

6. **SITE DEVELOPMENT AND BUILDING REQUIREMENTS.** For purposes of guiding development in the Gehl Foods B-3/M-1/PDD, the following lot, setback, building and other “bulk” requirements are established and shall supersede those set forth in the underlying B-3 and M-1 Zoning District regulations:

- a. N116 W15970 Main Street; M-1: Limited Industrial District
 - i. Increase the maximum impervious area coverage from 80 to 85 percent, provided total impervious area for all parcels does not exceed a maximum of 80 percent;
 - ii. Reduce minimum front/street yard building setback from 30 to 24 feet
- b. N116 W16150 Main Street; B-3: General Business District
 - i. Reduce minimum parking stall size from 180 to 162 sqft;
 - ii. Reduce minimum parking lot setback from a residential district from 50 to 2 feet;
 - iii. Decrease maximum impervious area coverage from 90 to 80 percent, provided the total impervious area for all parcels does not exceed a maximum of 80 percent;
- c. W160 N11736 Crusader Ct; B-3: General Business District
 - i. Decrease maximum impervious area coverage from 90 to 80 percent, provided the total impervious area for both parcels does not exceed a maximum of 80 percent;

7. **APPLICABILITY OF MUNICIPAL CODE.** Unless otherwise set forth herein,

all other applicable zoning and development regulations contained in the Germantown Municipal Code (e.g. Shoreland-Wetland Zoning, Floodplain Zoning, Subdivision) shall apply to development and land use within the SP-PDD. In the event a requirement, restriction or limitation set forth herein conflicts with a similar requirement, restriction or limitation found in another section of the Municipal Code, the most stringent requirement, restriction or limitation shall apply.

8. **CONDITIONAL USE PERMIT (CUP) #8-15.** The provisions of Conditional Use Permit (CUP) #8-15 (~~Exhibit C~~ **Exhibit D**) are adopted herein as additional allowances, restrictions, limitations and requirements for the continued use and development of the Gehl Foods property located at N116 W11736 Crusader Court.
9. **CONDITIONAL USE PERMIT (CUP) #10-2020.** The provisions of Conditional Use Permit (CUP) #10-2020 (**Exhibit E**) are adopted herein as additional allowances, restrictions, limitations and requirements for the continued use and development of the Gehl Foods property located at N116 W15970 Main Street.
10. **IMPROVEMENTS AND COMMITMENTS.** Gehl Foods has identified the following contributions and/or amenities directly and indirectly related to the proposed facility expansion and creation of the Gehl Foods Planned Development District:
 - a. Dedication/donation of the corner parcel located at the Main Street @ Fond du Lac Avenue intersection (.33-acres Tax Parcel #221-073) to the Village of Germantown for possible realignment of the Main Street intersection and/or use as a community green space (consistent with recommendations in the Village's "Main Street-Saxony Village Connectivity" Plan);
 - b. Enhanced pedestrian-friendly sidewalk, streetscape and other site-related improvements along Main Street @ Church Street (as detailed in the site development & building plans subject to Plan Commission approval);
 - c. Building design, architecture and exterior materials for the proposed 22,500 sqft facility expansion & parking lot expansion consistent with the design collaboration workshops conducted by Gehl Foods with Main Street "stakeholders" (as detailed in the site development & building plans subject to Plan Commission approval);
 - d. Operational, equipment and/or other facility changes to reduce the current level of noise associated with the process of receiving or generating nitrogen (est. cost approximately \$600,000);
 - e. Increases in Village property taxes, impact fees and water/sanitary usage fees/revenue paid to the Village associated with the proposed facility expansion and continued operations;
 - f. Increased employment opportunities (30-35 new positions tentatively expected as a result of the proposed facility expansion)
 - g. Improved sight vision @ Church Street @ Main Street intersection
 - h. Possible public/shared use of the parking lot located on the office

- building property
- i. Continued involvement and collaboration with the Village and Main Street “stakeholders”, including residents and business owners, regarding future enhancement and improvements to the Main Street area

Introduced by: _____

Adopted: _____, 2020

Vote: Ayes: ____ Nays: ____

Dean Wolter, Village President

ATTEST:

_____, Village Clerk

EXHIBIT A

**Gehl Foods Planned Development District (B-3/M-1/PDD)
Boundary Legal Description**

The Gehl Foods District shall include the following described properties:

Tax Parcel GTNV 221-964-001 (N116 W15970 Main Street)

Legal Description: Lot 1 of CSM 6802 in the Northeast $\frac{1}{4}$ of Section 22, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Parcel Area: 9.51 acres

Tax Parcel GTNV 221-056 (N116 W16076 Main Street)

Legal Description: Outlot 19 of Assessor's Plat in the Northeast $\frac{1}{4}$ of Section 22, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Parcel Area: .16 acres

Tax Parcel GTNV 221-057 (N116 W16060 Main Street)

Legal Description: Outlot 20 of Assessor's Plat in the Northeast $\frac{1}{4}$ of Section 22, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Parcel Area: .22 acres

Tax Parcel: GTNV 221-963 (N116 W11736 Crusader Court)

Legal Description: Lot 1 CSM 5470 in the Northeast $\frac{1}{4}$ of Section 22, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Parcel Area: 7.21 acres

Tax Parcel: GTNV 221-091 (N116 W16150 Main Street)

Legal Description: Lot 2 CSM 5648 in the Northeast $\frac{1}{4}$ of Section 22, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin. Parcel Area: 0.64 acres

EXHIBIT B

**Gehl Foods District (M-1 & B-3/PDD)
General Development Plan**

{Attach General Development Plan}

DRAFT

EXHIBIT C

**Gehl Foods District (M-1 & B-3/PDD)
General Development Plan for the addition of
a Nitrogen Generation Facility**

{Attach General Development Plan}

DRAFT

EXHIBIT D

Conditional Use Permit (CUP) #8-15

DRAFT

EXHIBIT E

Conditional Use Permit (CUP) #10-2020

DRAFT

Wolter stated the leftover topsoil is from the infrastructure development and that topsoil should stay within the development.

- Jan Miller, W151 N10297 Windsong Circle West - was opposed to creating any kind of berm and said the dirt should be moved to a different location.

Chairman Wolter closed the Public Hearing at 6:55 pm.

MOTION Baum second Shadid to Approve a Conditional Use Permit to Wrenwood LLC to allow development within the 25' wetland and 75' waterway setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated August 31, 2020) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

- 1. The Developer or Homeowner's Association (or other subsequent owner of Outlot 2) shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the prairie grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2021 for a period of three (3) years.***

Chairman Wolter explained some development is allowed to occur within the wetland setback area. Planner Retzlaff added that the 25-foot buffer was created by the Village as an additional setback for wetland on top of the DNR regulations.

MOTION carried unanimously.

Gehl Foods - N116 W15970 Main Street- Request for approval of an amendment the Gehl Foods Planned Development District (PDD), site development and building plans for a proposed Nitrogen Generation Facility and a Conditional Use Permit (CUP) for an accessory structure over 45' in height. Associate Planner Zandt summarized the proposal.

Chairman Wolter opened the Public Hearing at 7:12 pm.

- Janet Oleson, N114 W15821 Hilbert Lane - Chairman Wolter read her letter into the record. Ms. Oleson had concerns with Gehl Foods buying most of the houses on Main street, the Saxony Village development, dogs leaving waste on her grass, traffic and construction trucks.
- Robert Plastine, N118 W15735 Williams Drive - Chairman Wolter read his letter into the record. Mr. Plastine had questions regarding noise with the new nitrogen operation process and if a runtime window had been established; will Airgas maintain the existing nitrogen equipment as a backup.
- Julie Reichert, W156 N11580 Pilgrim Road - asked about the safety of having nitrogen in a residential neighborhood. Chairman Wolter stated the Fire Department indicated they have the correct equipment to respond and Washington County can also respond.
- Steven Buck, Gehl Foods - Explained nitrogen is not explosive or acts with other chemicals. He said Gehls will be using the same amount of nitrogen with this unit but will not need to use the tanker truck for trucking in nitrogen. He said the location for the new tank was picked because it has the least impact to the neighborhood and site traffic.

- Scott Barkow, W154 N11651 Daniels Drive - asked if the nitrogen unit would deplete oxygen from the air, and how much noise will it cause. Mr. Buck, Gehl Foods, said it the unit would take oxygen from the air but not significantly. He said the units sound decibel would be at 83 or well below the requirements and lower than the nitrogen unloading. He explained the process will generate the oxygen on site instead of bringing it in. Mr. Barkow asked why Gehls was not in the industrial park instead of downtown Germantown. Chairman Wolter commented that Gehls growth has occurred over many years, and when their last development application came forward, they agreed to look into bringing the noise level down as part of the proposal. Planner Retzlaff stated when the PDD was approved, other similar issues were raised and Gehls agreed to make a strong commitment to reduce noise, and the cooling units would be at the top of their list.
- Jan Miller, W151 N10297 Windsong Circle West - asked the Plan Commission to deny the proposal. She said there wasn't a plan how the nitrogen would move to the plant or how it would be delivered. She said 52 feet is more than the code allows and the Village keeps making exceptions for Gehls. She asked if Airgas could make a new silo within the 45-foot regulation adding the compressor or evaporator would still make noise.
- Art Zabel, N97 W15736 Burr Oak Road - asked if the unit should be located where other towers located on the site instead of standing alone. Mr. Buck explained the new unit will supply gaseous oxygen to the plant and there would be no liquid nitrogen to the facility. He said it would stay within the fenced area and does not need to be attached to the facility. The unit would be located on the lot far enough away from traffic on site and the community.

Chairman Wolter closed the Public Hearing at 7:38 pm.

MOTION Baum second Laszewski to Approve the Conditional Use Permit (CUP) for the proposed 52' tall cold box silo for the proposed Nitrogen Generation Facility addition to the Gehl Foods food production plant located at N116 W15970 Main Street subject to the following conditions:

- 1. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the 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.***

Trustee Baum asked why the silo needed to be 52 feet tall and could not stay within the regulations. Mr. Buck stated the only way to stay within the regulations would be to install 4 separate units and they wouldn't fit on the site. Trustee Baum stated he had a problem continually relenting to do what is asked for, another conditional use and changing all the rules. Why can't they stay with what they can do? Planner Retzlaff stated granting the CUP is not an exception or variance just to Gehl Foods. Gehl Foods is located in the M-1 Limited Industrial Zoning District that has a regulation that allows for accessory structures to exceed the 45-foot standard maximum height provision with a CUP. What Gehl's is applying for is what is available to every property owner in the M-1 zoning district. Chairman Wolter added this proposal uses the least amount of space available and is addressing the noise concern of filling the nitrogen tanks twice a day. Planner Retzlaff commented that this was brought up as part of the building expansion, but it was unknown what form or extend the facility needed to be and was not part of that package. He indicated the height and location the graphics presented show the general public the tank will be located behind the trees. He said the nitrogen facility is in a low

spot on the property. Chairman Wolter stated that Gehl's isn't the only business that the Village is giving this type of approval or exception to. Others have come forward too, and each one went through a process for approval. He continued that this was something Gehl's said they would do and it has been studied and applied for. Trustee Baum said in three months Gehl's will come back with another application. It's an ongoing continuous thing. He wants them to bring forward a final plan and that's it and be done with it. He said he is listening to all the people who say it is a continuous thing with Gehl's. Chairman Wolter said that doesn't happen in any business.

Commissioner Nilles asked if the operation would run 24/7 or just during the day and how will the noise be different than the noise currently. Mr. Buck explained the facility would run 24/7 and will replace the current delivery. The current delivery noise level is not continuous but 2-3 times a day and is measured at 109 decibels. Trustee Baum confirmed that liquid nitrogen would still be brought to the site between the hours of 8 and 5. Commissioner Williams asked why the size couldn't expand in diameter and decrease the height. Mr. Buck said that according to their consultant Airgas the distillation process of extracting nitrogen gas needs the cold box to be that height to work.

MOTION Failed 4-3 (Baum, Nilles, Kimmler, Williams) (Wolter, Laszewski, Shadid)

MOTION Baum second Shadid to Approve the site development and building plans for the proposed Nitrogen Generation Facility addition to the Gehl Foods production plant at N116 W15970 Main Street 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 site development and building plan set dated September 11, 2020.***
- 2. All landscaping, screening, grading, paving, storm water management, utility and other improvements that are not fire-safety related as 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. State approved plans and a \$20,000 occupancy bond are required by the Building Inspection Department as part of the building permit application.***
- 4. No signage, other than the tank manufacturer's name and Gehl Foods, shall be displayed on the tank/cold box.***

MOTION Failed 4-3 (Baum, Kimmler, Nilles, Williams) (Wolter, Laszewski, Shadid)

MOTION Baum second Laszewski to Approve the amendment to the "Gehl Foods" Planned Development District (PDD) to include Nitrogen Generation Facility" as a permitted accessory use for the property located at N116 W15970 Main Street.

Discussion followed. Planner Retzlaff asked if there was a particular item or acceptable form of the nitrogen facility that might change the decision making. Trustee Baum said it wasn't the nitrogen facility as a whole, it had to do with always making exceptions for Gehl's and he doesn't want another conditional use permit to do something special. Planner Retzlaff said it is not a tangible reason to not support the request simply because it is the 6th time they've asked for a conditional use permit. Chairman Wolter added it was part of the discussion and plan that Gehl's come forward with something to reduce the noise. Trustee Baum said but not to put in a 53-foot tank.

Commissioner Nilles wasn't sure the proposal was the solution that would help the neighbors with their concerns, but he would support it. Commissioner Williams asked if there was a nitrogen silo shorter than 52 feet. Mr. Buck said Airgas was their contracted supplier and this was the only option. Commissioner Laszewski commented that effectively the silo would be 44 feet at grade because it would be 8 feet below ground and will reduce the noise impacts.

MOTION carried 4-3 (Wolter, Laszewski, Nilles, Shadid) (Baum, Kimmler, Williams)

Community Development Department - 2050 Comprehensive Plan; Status Report and Discussion Items. Planner Retzlaff reviewed the progress to date of updating the 2050 Comprehensive Plan project.

Project timeline & upcoming activities: Due to the Covid pandemic we are behind 7-8- months on the planning process and about a third of the way complete. In order to save time and not hold separate meetings to discuss the same items, the Steering Committee and the Plan Commission will be combined into one group. A list of upcoming tentative meetings is:

- October 26 - special Plan Commission meeting
- November 9 - special Plan Commission meeting
- November 23 or 30 - Community conversation meeting for feedback on neighborhood districts and corridors land use mapping.
- December 14 -Joint Plan Commission and Steering Committee
- January 25, 2021 - Community conversation meeting
- February - Plan Commission/Steering Committee meeting to review draft plan document
- March/April Village Board review and possible action on a 2050 plan document.

Planner Retzlaff said there have been challenges with regard to public participation and community engagement. We will be transitioning to the use of a new community engagement platform called "Social Pinpoint" recommended by Graef. It will include a dedicated website named Germantown 2050.com. Associate Planner Zandt reviewed the toolkit for engaging online participation and said the Social Pinpoint program includes opportunities for public feedback as well as seeing feedback from other participants. The site will also provide an opportunity for discussion on all areas of the Village. Planner Retzlaff stated we should do as much as we can virtually requesting feedback adding the October 26th meeting will be held virtually. Graef has indicated Social Pinpoint has the capability to hold virtual meetings through the site or through WebEx or Zoom and include integrated real time polling activity. Plan Commissioners were asked to look at the Social Pinpoint website for more information.

Community Survey Results: Associate Planner Zandt presented a summary of the survey results.

The overall document will be presented as an appendix in the plan document with a summary report.

Neighborhood-Districts-Corridors-Land Use Mapping: Planner Retzlaff commented the neighborhood district map will be refined by staff in the next few weeks. Work will continue with the consultant to complete the chart, matrix and adjustments to the neighborhood district mapping to present to the Plan Commission on October 26th where we will start making some decisions.

Jan Miller, W151 N10297 Windsong Circle West, asked how much time residents will have to put their comments on Social Pinpoint and how will those comments influence how that information will be used. She asked if Social Pinpoint was a separate cost to the Village or part of the Graef survey. She thinks we need to focus on passive recreation land use moving forward.

PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT, CONDITIONAL USE PERMIT (CUP) & SITE PLAN APPLICATIONS

10/12/20 Plan Commission Meeting

Gehl Foods LLC / AGNL DAIRY LLC

Planning & Zoning Report

Germantown, Wisconsin

Summary

Steven Buck, agent for Gehl Foods LLC, and AGNL Dairy LLC, property owner, is seeking approval for an amendment to the "Gehl Foods Planned Development District" (PDD), site development and building plans for a proposed Nitrogen Generation Facility, and a Conditional Use Permit (CUP) for an accessory structure over 45' in height, located at N116 W15970 Main Street.

Property Location: N116 W15970 Main Street (Food Production Facility)

Property Owners:

Gehl Foods LLC	AGNL Dairy LLC
N116 W15970 Main Street	245 Park Ave., 24th Floor
Germantown, WI 53022	New York, NY 10167

Current Zoning: N116 W15970 Main Street: Gehl Foods PDD

Adjacent Land Uses		Zoning
North	Business/Institutional	B-3 / M-1 PDD
South	Business/Residential	B-3
East	Business/Residential	B-3 / M-1 PDD
West	Business/Residential	B-3 / Rs-6 & 7



Background/Proposal

Steven Buck, agent for Gehl Foods LLC, and AGNL Dairy LLC, property owner, is seeking approval for an amendment to the “Gehl Foods Planned Development District” (PDD), site development and building plans for a proposed Nitrogen Generation Facility, and a Conditional Use Permit (CUP) for an accessory structure over 45’ in height, located at N116 W15970 Main Street.

As a part of the Gehl Foods PDD (Resolution No. 55-2019) approved last year, several improvement/commitments were made by Gehl Foods for their property:

- a. Dedication/donation of the corner parcel located at the Main Street @ Fond du Lac Avenue intersection (.33-acres Tax Parcel #221-073) to the Village of Germantown for possible realignment of the Main Street intersection and/or use as a community green space (consistent with recommendations in the Village’s “Main Street-Saxony Village Connectivity” Plan);
- b. Enhanced pedestrian-friendly sidewalk, streetscape and other site-related improvements along Main Street @ Church Street (as detailed in the site development & building plans subject to Plan Commission approval);
- c. Building design, architecture and exterior materials for the proposed 22,500 sqft facility expansion & parking lot expansion consistent with the design collaboration workshops conducted by Gehl Foods with Main Street “stakeholders” (as detailed in the site development & building plans subject to Plan Commission approval);
- d. Operational, equipment and/or other facility changes to reduce the current level of noise associated with the process of receiving or generating nitrogen (est. cost approximately \$600,000);**
- e. Increases in Village property taxes, impact fees and water/sanitary usage fees/revenue paid to the Village associated with the proposed facility expansion and continued operations;
- f. Increased employment opportunities (30-35 new positions tentatively expected as a result of the proposed facility expansion)
- g. Improved sight vision @ Church Street @ Main Street intersection
- h. Possible public/shared use of the parking lot located on the office building property
- i. Continued involvement and collaboration with the Village and Main Street “stakeholders”, including residents and business owners, regarding future enhancement and improvements to the Main Street area

This proposal is to accomplish item letter d (in bold above). In order to reduce onsite noise, Gehl Foods committed to the installation of a Nitrogen Generation Unit at their Main Street facility. Currently, nitrogen is delivered to onsite storage tanks by tanker truck. Gehl Foods uses nitrogen to power the production lines in the plant.

The overall proposal requires the three applications submitted (PDD Amendment, Site Plan & CUP) and includes the following actions:

1. An amendment to the Gehl Foods PDD to allow “Nitrogen Generation Facility” to the list of permitted accessory uses.
2. Construction of an approximately 4,050-square foot Nitrogen Generation Facility to be located on the east end of the property, near Fond du Lac Avenue (Hwy 145) [see Site Plan detail below].
3. Conditional Use Permit (CUP) to allow a component of the Nitrogen Generation Facility, the “cold box”, to be installed to a height of 52 feet above grade, which exceeds the 45-foot maximum height permitted in the M-1 Limited Industrial District.

PDD Amendment

The purpose of the PDD Amendment is to specifically permit the Nitrogen Generation Facility as a permitted accessory use for the food production plant located at N116 W15970 Main Street. “Nitrogen Generation Facility” will be added to the list of permitted accessory uses included in the Gehl Foods PDD for the food production facility located at N116 W15970 Main Street.

The Nitrogen Generation Facility will deliver a sufficient quantity of nitrogen to meet normal operating demand. There are some occasions, however, where additional liquid nitrogen will need to be delivered, including the occasional maintenance or repair of the generation facility, and a temporary increase in the demand for production purposes. Gehl Foods would need to rely on the tanker delivery as a backup supply of liquid nitrogen in these situations. The existing nitrogen storage tanks will remain in place as a backup supply for operations.

Delivery of liquid nitrogen to the site by tanker truck will be significantly reduced. Gehl Foods anticipate approximately one truck delivery per week. Currently, there are approximately 2-3 tanker truck deliveries per day.

Site Plan

The proposed Nitrogen Generation Facility will be located in an existing parking lot on the east side of the property, south of Fond Du Lac Avenue. The closest portion of the proposed fencing will be located 25.4’ from the road right-of-way line, meeting the required front yard/street setback requirement in the Gehl Foods PDD of 24’. The proposed location is buffered from Fond Du Lac Avenue by limestone cliffs and mature trees.

As shown on Sheet C1.0 Site Plan, the proposed Nitrogen Generation Facility will include:

- Three (3) storage vessels
- One (1) vaporizer
- Three (3) compressors
- Enclosed equipment building
- Switchboard

-
- Dryer Purification
 - Control Room
 - Cold Box

Equipment will be enclosed on four sides with a 6' tall security fence with barbed wire at the top. Safety bollards (42" in height) will be located outside the fencing on the north/west sides of the project for protection from onsite traffic.

Gehl Foods is still working with Airgas to iron out the details of piping the liquid nitrogen from the generation facility to the production facility. Currently, the plan is to either run the pipes underground the entire way to the entry point into the building, or run the pipes underground to the east side of the building, and continue the pipes along the roof to the entry point into the building.

Lighting.

Lighting for the Nitrogen Generation Facility will include:

- Four (4) 71W LED Area Lights, Pole Mounted at a height of 14 feet around the perimeter of the project
- Six (6) 27W LED Wall Pack Lights, mounted on equipment within the fenced area, at a height of 7.5 feet

Storm Water Management. This project will be located on existing impervious surface, a portion of the existing pavement will be replaced with topsoil, seed, and mulch decreasing the total impervious surface of the site by 1,400 square feet.

Parking.

The proposed improvements will eliminate approximately 15 standard parking spaces from this area. However, the proposed enlargement of the parking area to the south, as approved as a part of the site plan in 2019, will include a total of 49 parking spaces.

Conditional Use Permit

The proposed Nitrogen Generation Facility requires the use of a cold box, which extends 52' above grade. A conditional use permit is required in the M-1 Limited Industrial District in order for an accessory structure to exceed 45' in height.

Staff inquired with Gehl Foods representatives about an alternative option for this structure. Airgas does not offer an alternative that can meet the routine nitrogen demands for Gehl Foods.

Staff Comment

Community Development Department

The proposed Nitrogen Generation Facility is consistent with the commitments made as a part of the Gehl Foods PDD and expansion plans approved in 2019. Noise was a common complaint from many of the residential neighbors during the 2019 public hearings for the expansion of the Gehl Facility. The proposed improvements will

minimize the number of tanker truck deliveries of liquid nitrogen to the site from 2-3 deliveries per day to about one delivery per week. With this decrease in traffic, the noise associated with the tanker trucks and the delivery will also decrease significantly.

The loudest element of the proposed generation system is the air compressors which will have a noise level of about 83 dB at three feet from the unit, but will be approximately 55dB at the property line.

Staff feels that the proposed location of the project is well screened and buffered from Main Street and Fond du Lac Avenue. Although the 52' cold box will extend beyond the height of the trees and will be visible from surrounding properties, its diameter (6') is significantly smaller than the diameter of many of the existing silos on site (14'). Further, the project will be located approximately 225' north of Main Street, minimizing the visual impact on Main Street. See photos provided with application materials showing the location of the cold box along Fond Du Lac Avenue.

Fire Department

The Fire Chief has indicated that the Fire Department has the correct equipment to respond in the case of an emergency with the Nitrogen Generation Facility. The major concern related to nitrogen generation is oxygen deficiency, which can be negated with the breather apparatus owned by the department. If needed, the Fire Department has additional resources available for Hazardous Material response from Washington County and Milwaukee.

As a part of the site plan approved in 2019, a fire access was required onto Fond Du Lac Avenue. The proposed Nitrogen Generation Facility, located to the north of the proposed access, does not interfere with Gehl Foods meeting this requirement, nor will it modify onsite traffic circulation.

PLANNING & ZONING RECOMMENDATION:

PDD AMENDMENT

APPROVE the amendment to the "Gehl Foods" Planned Development District (PDD) to include "Nitrogen Generation Facility" as a permitted accessory use for the property located at N116 W15970 Main Street.

PLANNING & ZONING RECOMMENDATION:*SITE PLAN*

APPROVE the site development and building plans for the proposed Nitrogen Generation Facility addition to the Gehl Foods food production plant located at N116 W15970 Main Street 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 site development and building plan set dated September 11, 2020.
2. All landscaping, screening, grading, paving, storm water management, utility and other improvements that are not fire-safety related as 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. State approved plans and a \$20,000 occupancy bond are required by the Building Inspection Department as part of the building permit application.
4. No signage, other than the tank manufacturer's name and Gehl Foods, shall be displayed on the tank/cold box.

PLANNING & ZONING RECOMMENDATION:*CONDITIONAL USE PERMIT (CUP)*

APPROVE the Conditional Use Permit (CUP) for the proposed 52' tall cold box silo for the proposed Nitrogen Generation Facility addition to the Gehl Foods food production plant located at N116 W15970 Main Street subject to the following conditions:

1. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the 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.

Village of

Oi2rnumtnfnn

illLommestr

Fee Must Accompany Application

\$ \$820

Paid Date

13-10

Q \$200

PC Consultation Only

Paid Date

PLANNED DEVELOPMENT DISTRICT (POD) AMENDMENT APPLICATION

Applications NOT signed by the Property Owner(s) will not be accepted. Attach additional sheets and/or include supplemental information in support of your application.

APPLICANT OR AGENT:

Steven Buck, PMP

C/O Gehl Foods, LLC

Address: N116W15970 Main St.
Germantown, WI 53022

Phone: (262) 735-7219

FAX:

E-Mail: sbuck@gehlfoods.com

PROPERTY OWNER(S):

AGNL Dairy, LLC

Address: 245 Park Avenue, 24th Floor
New York, NY 10167

Phone: (212) 883-2486

FAX:

E-Mail: lspeltz@angelogordon.com

POD Name & Resolution No.:

Gehl Foods Planned Development District ("Gehl Foods District")

Resolution 55-2019

Legal Description of Property or Area (metes and bounds description):

Attach separate legal description if necessary

See Attached

Check all that apply:

☒

REQUEST TO AMEND POD ZONING

☐

REQUEST TO AMEND POD GENERAL DEVELOPMENT PLAN

☒

REQUEST TO AMEND POD CONDITIONS & RESTRICTIONS

List of Proposed Amendment(s) (include Resolution # and Condition #):

Attach Revised Plan(s) or Separate Pages as Necessary

Resolution 55-2019 Condition 5

Amend lot, setback, building, and other "bulk" requirements established that supersede those set forth in the underlying M-1 Zoning District regulations for the parcel located at N116W15960 Main Street; M-1: Limited Industrial District to add an increase of the maximum height of accessory structures from 45 ft. to 52 ft.

Detailed Explanation and Justification for Proposed Amendment(s):

Attach Revised Plan(s) or Separate Pages as Necessary

Gehl Foods committed to making operational, equipment, and/or other facility changes to reduce the current level of noise associated with the process of receiving or generating nitrogen as part of the conditions for creation of the Gehl Foods Planned Development District. To fulfill this commitment to the Village and its residents, Gehl Foods made an agreement with Airgas to install a Nitrogen Generation Unit at our Main Street facility. This unit can generate a sufficient quantity of nitrogen to meet the routine needs of Gehl Foods' production equipment.

The Nitrogen Generation Unit is made up of several pieces of equipment, one of which is a cylindrical tank structure known as a "cold box" with dimensions of 51 ft tall and 6 ft in diameter. All of the other equipment associated with the Nitrogen Generation Equipment is well under the 45 ft height restriction for the M-1 zoning district.

The cold box is a standard piece of equipment for Airgas and can not be altered to meet the 45 ft requirement. Additionally, Airgas does not offer an alternative that can meet the routine nitrogen demands for Gehl Foods.

APPLICATION SUBMITTAL REQUIREMENTS (to be submitted at time of application):

All Amendment Applications:

- ☒ Complete Application Form (Affidavit of Understanding and signatures required)
- ☒ Application Fee
- ☒ Detailed explanation of and justification for proposed amendment(s)
- ☒ Detailed explanation of if and how the proposed amendment(s) will affect other aspects of the development included within the PDD

General Development Plan Amendment Only:

- ☐ Legal Description of the land subject of map amendment in electronic/digital file format (e.g. Microsoft Word)
- ☐ Revised or New General Development Plan at a scale of 1" = 50' or other suitable scale necessary to accurately present:
 - o Exterior boundary of the land subject of the map amendment
 - o All existing and/or proposed features to be included in the development

AFFIDAVIT OF UNDERSTANDING

Please read and indicate that you understand and agree to the following (initials in box):

603

I understand that Village Staff, the Plan Commission and/or the Village Board may request additional information to properly evaluate this application and failure to provide such information may be sufficient justification to deny this application;

603

I understand that, regardless of the justification and/or information provided in support of my application, the Village is not obligated to approve my application nor amend the PDD as requested;

603

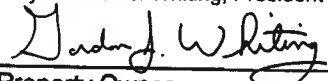
I am aware that the approval of an application to amend a PDD only amends the General Development Plan and/or conditions & Restrictions Resolution and does not otherwise revise or change the zoning of the land affected by the amendment(s), and, I may be required to obtain separate permits and/or approvals (e.g. site plan, building permits, etc.) from the Village or other agencies as a prerequisite to actual or continued development of such land.

ALL APPLICATIONS MUST BE SIGNED BY THE APPLICANT/AGENT AND PROPERTY OWNER(S)


Applicant/Agent 08-03-2020
Steve Buck - Sr. Project Leader
Behl Foods, LLC

Applicant/Agent _____ Date _____

AGNL Dairy, L.L.C., a Delaware limited liability company
By: AGNL Manager III, Inc., its Manager
By: Gordon J. Whiting, President


Property Owner 7/29/2020

Property Owner _____ Date _____



Village of
★★★
Germantown
Willkommen

Fee must accompany application

☒ \$1460 Paid h Date 8-3-20

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

Steven Buck, PMP

C/O Gehl Foods, LLC

N116W15970 Main St.

Germantown, WI 53022

Phone (262) 735-7219

Fax ()

E-Mail sbuck@gehlfoods.com

PROPERTY OWNER

AGNL Dairy, LLC

245 Park Avenue, 24th Floor

New York, NY 10167

Phone (212) 883-2486

ispeltz@angelogordon.com

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Gehl Foods, LLC

3 PROPERTY ADDRESS

N116W15970 Main St.

TAX KEY NUMBER

GTNV 221-964-001

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.

Nitrogen is delivered by tanker truck to outdoor storage tanks.

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.
Agricultural and dairy product silos, cooling towers, and other accessory structures whose height exceeds 45 feet.
(Cr. Ord. #23-03; Am. Ord. #31-07)

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

Nitrogen will be generated on-site by a Nitrogen Generation Unit supplied by Airgas. One component will be 52 ft. high as measured from grade.

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See Attached.

7 SUPPORTING DOCUMENTATION:

☒ Site Plan and elevations for new construction (can be conceptual)

☒ Photos of existing use and/or proposed use operating elsewhere

☐

☐

8 READ AND INITIAL THE FOLLOWING:

603 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.

603 I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

603 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.

603 I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

AGNL Dairy, L.L.C., a Delaware limited liability company

By: AGNL Manager III, Inc., its Manager

By: Gordon J. Whiting, President

Steve Buck 08-03-2020
Applicant Date

Steve Buck - Sr. Project Leader
Gehl Foods, LLC

Gordon J. Whiting 7/29/2020
Owner Date



Jeffrey W. Retzlaff, AICP - Director, Community Development Department
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

August 3, 2020

Mr. Retzlaff

Gehl Foods is applying for a PDD Amendment and Conditional Use Permit for our property located at N116 W15970 Main St. The purpose of these applications is to install a nitrogen generation facility.

Project Description:

Gehl Foods committed to making operational, equipment, and/or other facility changes to reduce the current level of noise associated with the process of receiving or generating nitrogen as part of the conditions for creation of the Gehl Foods Planned Development District. To fulfill this commitment to the Village and its residents, Gehl Foods made an agreement with Airgas to install a Nitrogen Generation Unit at our Main Street facility. This unit can generate a sufficient quantity of nitrogen to meet the routine needs of Gehl Foods' production equipment. Installation of the equipment will be on the North portion of our property, directly across Fond Du Lac Ave. (Hwy 145) from our Crusader Ct. warehouse facility.

The Nitrogen Generation Unit is made up of several pieces of equipment, one of which is a cylindrical tank structure known as a "cold box" with dimensions of 52 ft tall and 6 ft in diameter. All the other equipment associated with the Nitrogen Generation Equipment is well under the 45 ft height restriction for the M-1 zoning district. The equipment will be installed on a concrete pad constructed for this purpose and will occupy space that is currently impervious parking lot area.

The "cold box" is a standard piece of equipment for Airgas and cannot be altered to meet the 45 ft requirement. Additionally, Airgas does not offer an alternative that can meet the routine nitrogen demands for Gehl Foods. Therefore, we are respectfully requesting an amendment to the PDD and a Conditional Use Permit to allow installation of the Nitrogen Generation Unit to proceed.

If there are any questions or more information required, please feel free to contact me.

Thank You,

Steve Buck, PMP – Sr. Project Leader
Gehl Foods, LLC
262-735-7219



Attachment to PDD Amendment Application

Metes and Bounds Descriptions:

Metes and Bounds Description of N116W15970 Main Street (Tax ID 221964001):
Being a redivision of Lot 1 of Certified Survey Map No. 6802, Outlot 19 and Outlot 20 of Assessor's Plat (SW $\frac{1}{4}$ NE $\frac{1}{4}$) in the Village of Germantown, in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin.

From: Steven Buck <sbuck@gehlfoods.com>
Date: October 8, 2020 at 4:40:56 PM CDT
To: Emily Zandt <ezandt@village.germantown.wi.us>
Cc: Adam Konitzer <AKonitzer@gehlfoods.com>
Subject: RE: Fence/Bollard Height

Emily:

The nitrogen entry point will be the same as it is now – where the existing nitrogen silos are off HWY 145.

Regards,

Steve Buck, PMP | VI Sr. Project Leader

O: 262.735.7219 | C: 262.331.0612 | email: sbuck@gehlfoods.com
Gehl Foods, LLC. | N116 W15970 Main St. | PO Box 1004 | Germantown, WI 53022



www.gehlfoods.com

From: Emily Zandt <ezandt@village.germantown.wi.us>
Sent: Thursday, October 8, 2020 3:20 PM
To: Steven Buck <sbuck@gehlfoods.com>
Subject: RE: Fence/Bollard Height

Thank you, Steve!
One more question... Where is the nitrogen entry point for the facility?
Thanks!
Emily

From: Steven Buck <sbuck@gehlfoods.com>
Sent: Thursday, October 8, 2020 2:32 PM
To: Emily Zandt <ezandt@village.germantown.wi.us>
Cc: Adam Konitzer <AKonitzer@gehlfoods.com>
Subject: RE: Fence/Bollard Height

Emily:

Please see below for our responses to your questions in [blue text](#):

Does the onsite nitrogen generation facility completely eliminate the need for tanker trucks to be delivering nitrogen?

[Not entirely. The generation facility will deliver a sufficient quantity of nitrogen for our normal operations, however there are a few occasions where delivered liquid nitrogen will be required. Occasional maintenance of the generation facility will reduce the amount available to the plant, requiring the use of supplemental delivered nitrogen. Also, there are occasions where we may temporarily exceed the capacity of the generation facility to supply nitrogen and we will rely on a standby supply of liquid nitrogen to make up the difference.](#)

[The amount of liquid nitrogen delivery will be greatly reduced. We anticipate that about one truck per week could be required, with half of this delivered to a storage tank that is part of the new generation facility. This is much less than the current situation. Looking back at the last 12 months, we have had over 730 tanker truck deliveries – 2-3 trucks per day.](#)

If there was an unanticipated shutdown of the generation facility, we would need to supply nitrogen by tanker truck until the system was back up and running. Airgas will be monitoring the system 24/7 and can mobilize repair crews quickly, so this situation would be infrequent and of a limited duration.

What sort of noise impact does the generation facility have?

The loudest element of the generation facility is the air compressors – these have a noise level of 83 dB at 3 ft from the equipment. The compressors will be at least 90 ft from the property line, which should have a sound level of about 55 dB at the property line.

Does the proposed facility replace the need for the existing equipment? Will this the old equipment (i.e. old storage tanks) be removed?

No, the existing storage tanks will remain as a backup supply. This is where nitrogen for peak demand and maintenance periods will be supplied from.

How will the nitrogen be brought into the building? Piping? Above ground? Underground?

We are still working with Airgas on the details on this. My strong desire is to have the supply piping completely underground from the nitrogen generation unit to the entry point into the building. If this is not possible, the next best option would be to run supply piping underground between the generation facility and the East side of our building, then have the piping come up to the roof and route the remaining pipe over the roof to the facility entry point.

Please let me know if you have any additional questions or need more information.

Regards,

Steve Buck, PMP | VI Sr. Project Leader

O: 262.735.7219 | C: 262.331.0612 | email: sbuck@gehlfoods.com

Gehl Foods, LLC. | N116 W15970 Main St. | PO Box 1004 | Germantown, WI 53022



www.gehlfoods.com

From: Emily Zandt <ezandt@village.germantown.wi.us>

Sent: Thursday, October 8, 2020 1:37 PM

To: Steven Buck <sbuck@gehlfoods.com>

Subject: RE: Fence/Bollard Height

Hi Steve,

A few more questions for you:

Does the onsite nitrogen generation facility completely eliminate the need for tanker trucks to be delivering nitrogen?

What sort of noise impact does the generation facility have?

Does the proposed facility replace the need for the existing equipment? Will this the old equipment (i.e. old storage tanks) be removed?

How will the nitrogen be brought into the building? Piping? Above ground? Underground?

Thank you!

Emily

From: Steven Buck <sbuck@gehlfoods.com>
Sent: Wednesday, October 7, 2020 12:21 PM
To: Emily Zandt <ezandt@village.germantown.wi.us>
Subject: RE: Fence/Bollard Height

Emily:

The fence will be 72" high, with three strands of barbed wire above the top of the fence. The bollards will be 42" high.

Let me know if you need any additional information.

Regards,

Steve Buck, PMP | VI Sr. Project Leader

O: 262.735.7219 | C: 262.331.0612 | email: sbuck@gehlfoods.com
Gehl Foods, LLC. | N116 W15970 Main St. | PO Box 1004 | Germantown, WI 53022



www.gehlfoods.com

From: Emily Zandt <ezandt@village.germantown.wi.us>
Sent: Wednesday, October 7, 2020 11:32 AM
To: Steven Buck <sbuck@gehlfoods.com>
Subject: Fence/Bollard Height

Hi Steve,

I want to include some detail about the fence enclosure and the safety bollards for the Nitrogen Generation Facility in the staff report.

Can you verify the height of each?

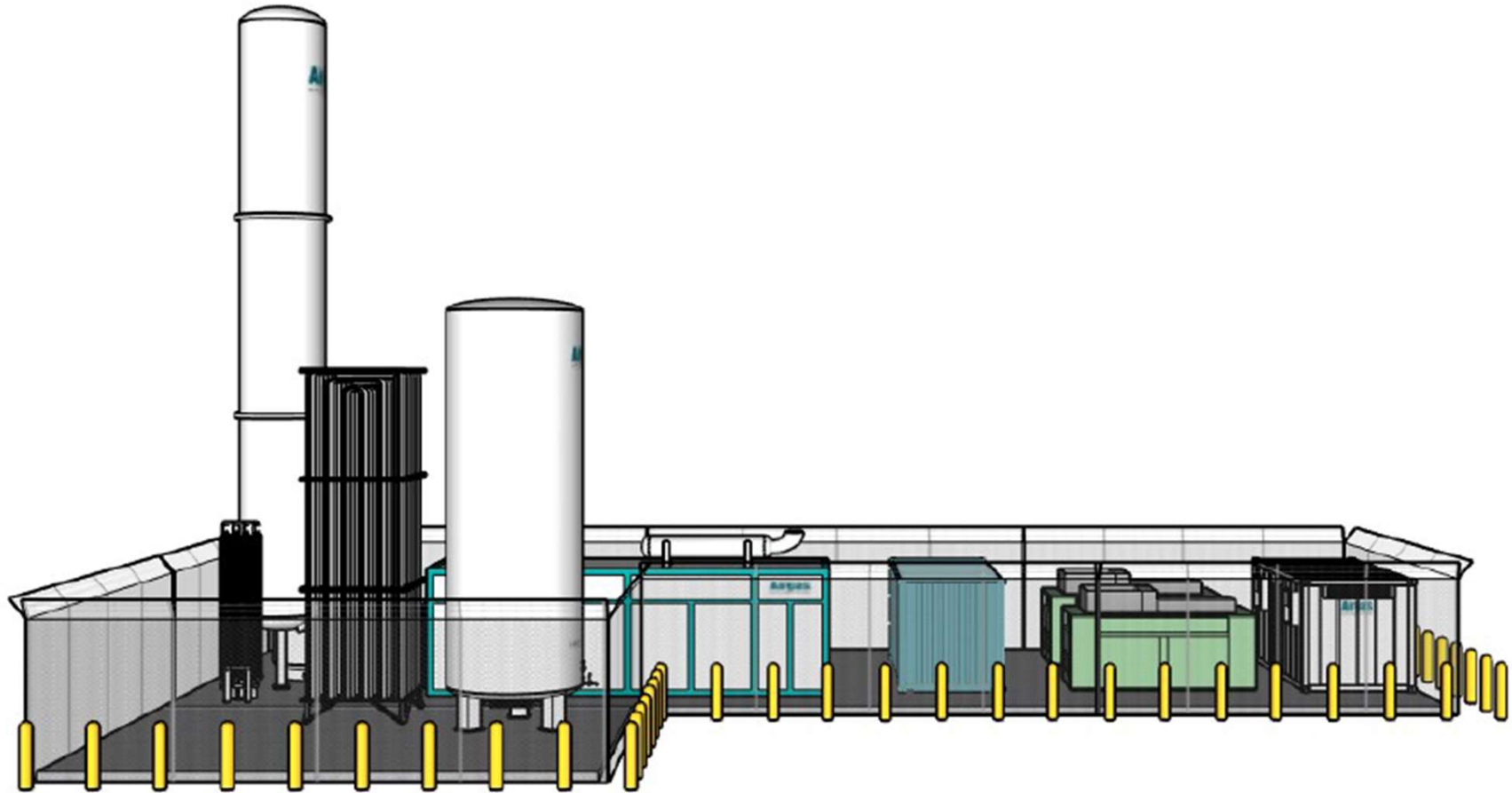
Thank you,

Emily

Emily Zandt, AICP
Associate Planner/Zoning Administrator
Village of Germantown
(262)-250-4735

Gehl Foods Nitrogen Generator

Elevation View



Gehl Foods Nitrogen Generator

Hwy. 145@ Crusader Ct. Looking SE



Equipment Is Hidden
Behind Trees, Shown
Here For Location



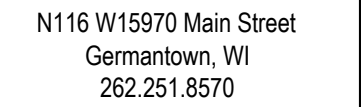
Gehl Foods Nitrogen Generator

Hwy. 145 @ Main St. Looking NW



Equipment Is Hidden
Behind Trees, Shown
Here For Location





Author: SDB

Edited By:

ate Created:

Type: _____

PRELIMINARY
NOT FOR
CONSTRUCTION



AREA OF WORK

MAIN ST.

CHURCH ST.

SITE PLAN

SCALE: $\frac{1}{64}" = 1'-0"$

Sheet Title: **NITROGEN GENERATION SITE PLAN**

Correcting this

10/20/2017

△

Datastream ID:	Datastream Description:
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Credit Time:

Version Editor:

Drawing No.



N116 W15970 Main Street
Germantown, WI
262.251.8570

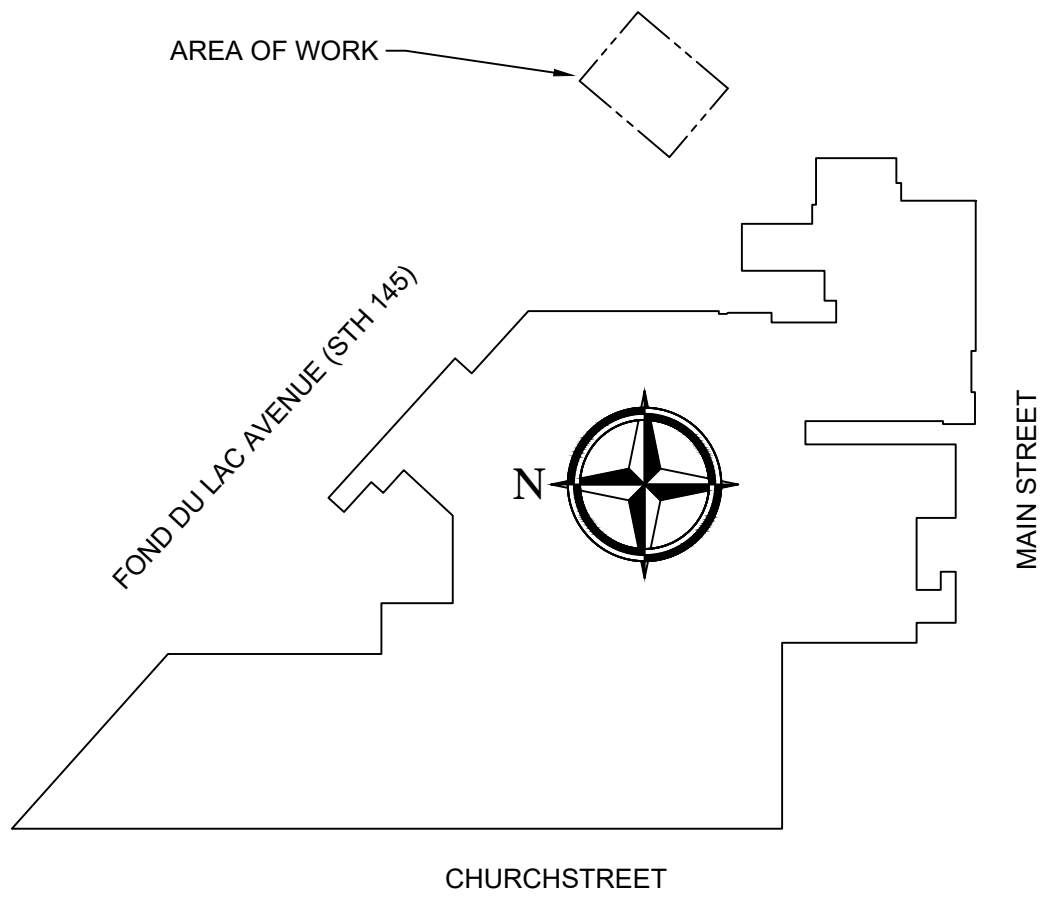
Author: SDB

Edited By:

Date Created:

Type:

Notes:
**PRELIMINARY
NOT FOR
CONSTRUCTION**



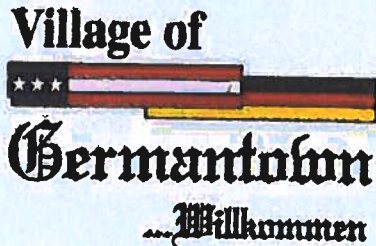
KEY PLAN

EQUIPMENT LAYOUT
SCALE: $\frac{3}{16}" = 1'-0"$



NITROGEN GENERATION EQUIPMENT LAYOUT

Sheet Title:	
Edit Date:	
Edit Time:	
Version Author:	
Version Editor:	
Drawing No.	

**Fee must accompany application**

- ☐ \$700 Minor Addition
- ☒ \$1,240 Construction <10,000 SF
- ☐ \$2,095 Construction 10,000 SF to 50,000
- ☐ \$3,460 Industrial Construction >50,000 SF
- ☐ \$3,460 Commercial Construction >50,000
- ☐ \$200 Plan Commission Consultation
- ☒ \$125 Fire Department Plan Review

PAID \$DATE 9-17-20

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**Steve BuckGehl Foods, LLCN116W15970 Main St.Germantown, WI 53022Phone (262) 735-7219E-Mail sbuck@gehlfoods.com**PROPERTY OWNER**AGNL Dairy, LLC245 Park Avenue, 24th FloorNew York, NY 10167Phone (212) 883-2486E-Mail ispeltz@angelogordon.com**2****PROPERTY ADDRESS**N116W15970 Main St.**3****NEIGHBORING USES** - Specify name and type of use, e.g. Enviro Tech - Industrial, Smith - Residential, etc.

North	South	East	West
Buisness / Residential	Buisness / Residential	Buisness / Residential	Buisness / Residential

4**READ AND INITIAL THE FOLLOWING:**

- X I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.
- X I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.
- X I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

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

AGNL Dairy, L.L.C., a Delaware limited liability company
By: AGNL Manager III, Inc., its Manager
By: Gordon J. Whiting

[Signature] 09-17-2020

Applicant

Date

[Signature]

Owner

9/15/2020

Date



Jeffrey W. Retzlaff, AICP - Director, Community Development Department
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

September 17, 2020

Mr. Retzlaff

Gehl Foods is applying for a Site Plan Review for our property located at N116 W15970 Main St. The purpose of this application is to install a nitrogen generation facility.

Project Description:

Gehl Foods committed to making operational, equipment, and/or other facility changes to reduce the current level of noise associated with the process of receiving or generating nitrogen as part of the conditions for creation of the Gehl Foods Planned Development District. To fulfill this commitment to the Village and its residents, Gehl Foods made an agreement with Airgas to install a Nitrogen Generation Unit at our Main Street facility. This unit can generate a sufficient quantity of nitrogen to meet the routine needs of Gehl Foods' production equipment. Installation of the equipment will be on the North portion of our property, directly across Fond Du Lac Ave. (Hwy 145) from our Crusader Ct. warehouse facility. The Nitrogen Generation Unit is made up of several pieces of equipment and will be installed on a concrete pad constructed for this purpose and will occupy space that is currently impervious parking lot area.

If there are any questions or more information required, please feel free to contact me.

Thank You,

A handwritten signature in blue ink, appearing to read 'Steve Buck', written over a light blue horizontal line.

Steve Buck, PMP – Sr. Project Leader
Gehl Foods, LLC
262-735-7219

SITE PLAN REVIEW CHECKLIST

Pursuant to Section 17.43 of the Municipal Code

This checklist provides a summary of requirements found in the Municipal Code. It is intended purely as a guide for developers and should not substitute for a full review of the Code and applicable regulations. (Revised 1/02)

GENERAL INFORMATION

- ☒ Provide Completed Checklist with submittal
- ☒ Names and addresses of owner/developer/designer
- ☒ Graphic scale, north arrow
- ☒ Location sketch
- ☒ Size of site (gross and net acreage)
- ☒ Existing zoning
- ☒ Adjacent zoning and uses
- ☒ Number of residents (subdivisions)
- ☒ Number of employees

EXISTING SITE INFORMATION

- ☒ Dimensions of site and lot lines (pipes found, pipes set, monuments)
- ☒ Existing grades (2' contours minimum)
- ☒ Adjacent property grades (within 10' minimum of property lines)
- ☒ Adjacent structures (within 20' minimum of property lines)
- ☒ Drainage systems and structures
- ☒ Natural features (woods, streams, lakes, ponds, outcroppings)
- ☒ Wetland boundaries (provide date of staking)
- ☒ Floodplain elevation and boundaries
- ☒ Environmental concerns (underground tanks, etc.)
 - ☒ Roads, curbs, parking lots, pavement areas
 - ☒ Structures (location, size)
- ☒ Rights-of-Way (existing/ultimate)
- ☒ Easements (drainage, utility)
- ☒ Existing utilities (sanitary, water, electric, gas, telephone)
 - ☒ Benchmark locations and elevations
 - ☒ Location of fences, wells, borings, etc.

ARCHITECTURAL PLANS

- ☒ Existing building location
- ☒ Existing building elevations/materials
- ☒ Proposed use (use list from Section 17.45)
- ☒ Statement of design intent (narrative)
- ☒ Proposed floor plans (dimension)
 - ☒ Square footage (total and individual rooms/stores)
 - ☒ Proposed elevations (dimension)
- ☒ Proposed building height

- ☒ Proposed materials and colors (material sample board required for new construction)
- ☒ Proposed signage (elevations, color, square footage, height, construction material, lighting)
- ☒ Details of any special features

PROPOSED SITE PLAN

- ☒ Grading and spot elevations
- ☒ Erosion control measures (silt fencing, hay bales, rip-rap, tracking mat, stockpile locations)
- ☒ Stormwater management
 - stormwater management design report
 - general drainage pattern
 - swales w/ arrows for direction of flow
 - pond design with outfalls
 - culverts (location/size)
- ☒ Utilities (size, invert elevations, length, slope, etc.)
 - sanitary
 - water
 - stormsewer
- ☒ Building location (dimension)
- ☒ Building elevation (finished grade)
- ☒ Location of proposed signage
- ☒ Details of outside storage (including trash receptacles)
- ☒ Setbacks (clearly marked and dimensioned)
- ☒ Vehicular entrances (dimension to centerline of nearest intersection)
- ☒ Streets (dimension and direction for one-ways)
- ☒ Curve radii
- ☒ Sidewalks (dimension)
- ☒ Parking areas (show striping/spot elevations)
- ☒ Parking setback from property line
- ☒ Loading areas (dimension)
- ☒ Lot coverage
 - Square footage total
 - Impervious surfaces total (%)
 - Green space total (%)
 - Percent permitted (over/under %)
- ☒ Municipal utility connections
 - Sanitary sewer (pipe size/elevations)
 - Water (size, valve location, elevations)
 - Location of hydrants
- ☒ Easement for public water mains

LIGHTING PLAN

- ☒ Major improvements for context
- ☒ Location/nature of existing fixtures
- ☒ Location of proposed fixtures
- ☒ Photometric report (to scale on plan)
- ☒ Manufacturers cut-sheets of all fixtures
- ☒ Lighting schedule
 - key to plan
 - number/type of fixtures
 - output (wattage)
- ☒ Installation details as appropriate

LANDSCAPING PLAN

- ☒ Major improvements for context (building, drives, walks)
- ☒ Proposed outdoor amenities (benches, paths, etc.)
- ☒ Existing vegetation
 - Species
 - Size
 - Approximate canopy in plan
- ☒ Vegetation to be destroyed
 - List and show location
- ☒ Proposed method of saving existing vegetation during construction
- ☒ Proposed landscape features (berms, fountains)
- ☒ Existing/proposed lighting
- ☒ Irrigation/watering systems (locate outlets)
- ☒ Plant lists or schedules
 - Keyed to plan
 - Number of each species
 - Size when planted (caliper)
- ☒ Installation details/staking

MODEL SUBMITTAL INCLUDES THE FOLLOWING PLANS:

1. Cover / Title Page
2. Existing Conditions Survey
3. General Site Plan
4. Grading, Paving & Erosion Control Plan
5. Utility Plan
6. Site Details (curbing, catch basins, detention ponds, pavement, erosion control and sign details)
7. Landscape Plan
8. Landscape details (planting schedule, berming cross-sections, method of installation)
9. Lighting Plan
10. Floor Plan
11. Exterior Building Elevations
12. Building Material Sample Board

In addition to the items on this list, Village Staff and/or the Plan Commission may require additional drawings and data to be submitted for approval.

If any public improvements or work is to be done in the Public Right-of-Way, the Village will require that a Developer's Agreement be submitted and approved by the Village Board.

NITROGEN GENERATION SYSTEM

Gehl Foods, Inc.

N116 W15970 Main Street
Germantown, WI 53022

September, 2020

CIVIL ENGINEER

CJ Engineering
830 North 109th Street, Suite 1
Wauwatosa, WI 53226
(414) 453-9496

SURVEYOR

Capitol Survey Enterprises
220 Regency Ct. Ste. 210
Brookfield WI 53045
(262) 786-6600

ELECTRICAL ENGINEER

Donohue & Associates, Inc
3311 Weeden Creek Rd.
Sheboygan, WI 53081
(920) 208-0296

SYSTEM ENGINEER

Airgas, an Air Liquide Company
21610 Alexander Rd.
Oakwood Village, OH 44146
(440) 232-7720

SHT. NO.	SHEET TITLE
T1.0	TITLE SHEET
EC-0	EXISTING CONDITIONS SURVEY
C1.0	SITE PLAN & EROSION CONTROL
A1.0	SITE ELEVATION
002E1	ELECTRICAL SITE PLAN
002EL1	SITE LIGHTING PHOTOMETRIC PLAN
100EL1	GRADE PLAN - LIGHTING



N116 W15970 Main Street
Germantown, WI
262.251.8570

Author: SDB

Edited By:

Date Created: 09-15-2020

Type:

Notes:

Sheet Title:	Project:	Description:	Drawstream ID:	Drawstream Description:
TITLE SHEET	NITROGEN GENERATION SYSTEM			

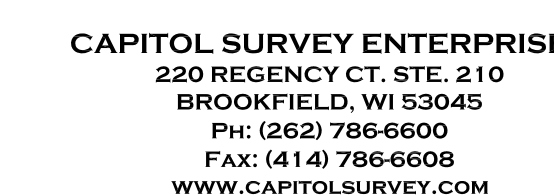
Edit Date:

Edit Time:

Version Author:

Version Editor:

Drawing No.



GEHL FOODS
N116 W15970 MAIN ST
GERMANTOWN, WI

DRAWN BY: RAP	DATE: 09/05/2020
CHECKED BY: MJB	DRAWING NO. EC - 0
CSE JOB NO.: 20 - 066	SHEET 1 OF 1

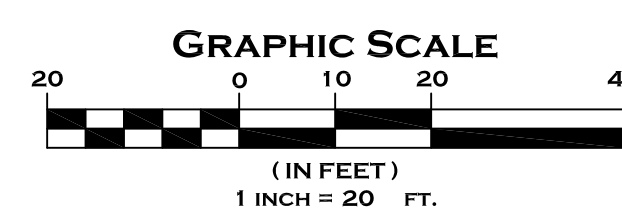
1. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGERS HOTLINE AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

2. SITE BENCHMARK - EXISTING FLOOR AT DOOR = 870.49. (AS SHOWN).

3. ELEVATIONS BASED ON INFORMATION FROM THE CLIENT.

LEGEND

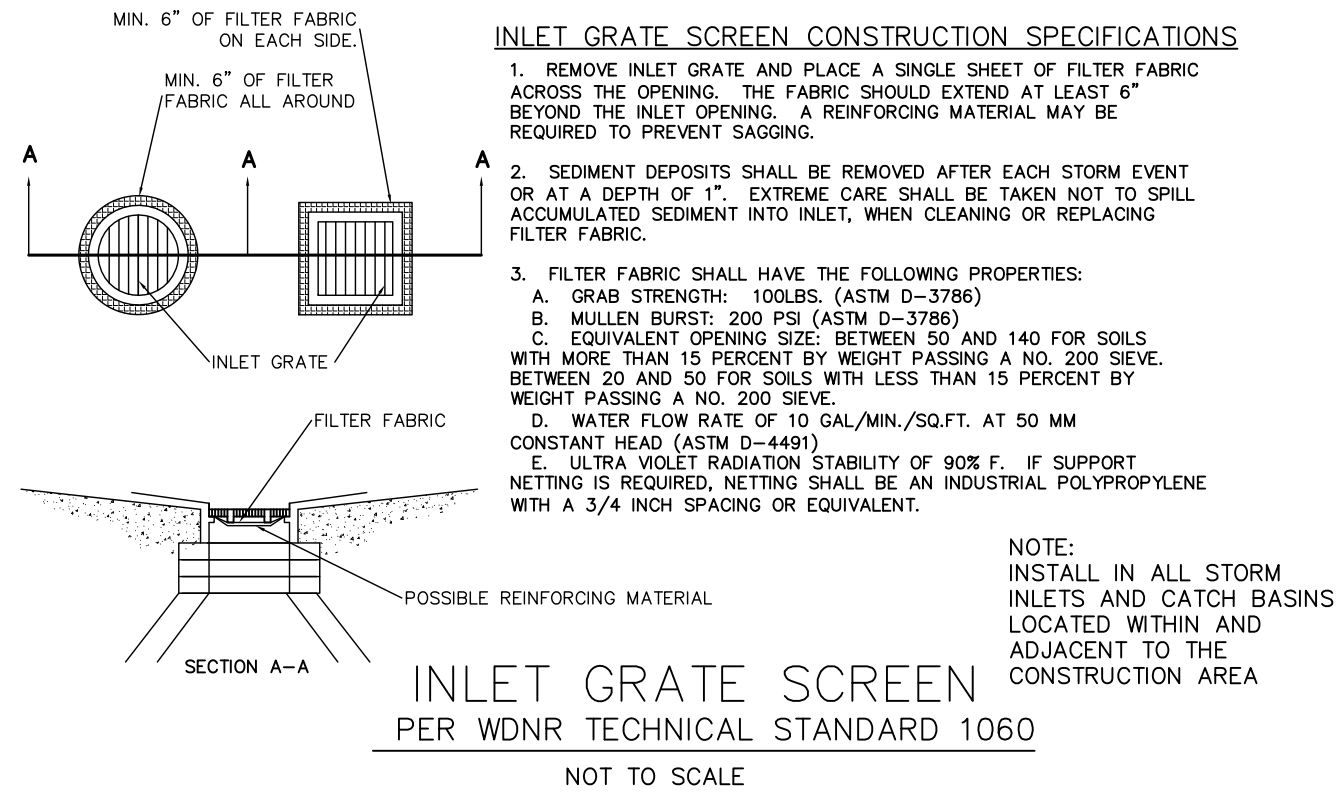
— SAN	SANITARY SEWER	⊠	ELECTRIC TRANSFORMER	⊗	HYDRANT
— ST	STORM SEWER	⊞	ELECTRIC METER	⊗	WATER VALVE
— W	WATER MAIN	⊞	ELECTRIC BOX AT GRADE	⊗	GAS VALVE
— G	BURIED GAS LINE	⊞	TELEPHONE BOX AT GRADE	(M)	MANHOLE
— TEL	BURIED TELEPHONE LINE	⊞	TELEPHONE FEEDSTAIL	⊞	STORM MANHOLE
— C	BURIED ELECTRIC LINE	⊞	TV FEEDSTAIL	(C)	CATCH BASIN
— FO	BURIED FIBER OPTIC LINE	⊞	GAS METER	⊞	CURB INLET
— U	OVERHEAD UTILITY LINES	⊞	AIR CONDITIONER	⊞	CLONE
— CATV	BURIED CABLE TELEVISION LINES	⊞	UTILITY POLE	⊞	METAL LIGHT POLE
— COMB	COMBINATION SEWER	⊞	METAL SIGN	⊞	CONCRETE LIGHT POLE
— WOOD	WOOD FENCE	⊞	P / FLAG POLE	⊞	WOOD LIGHT POLE
— METAL	METAL FENCE	⊞	BOLLARD	⊞	MAIL BOX
— BUSH	EDGE OF TREES AND BUSH	⊞	BOLLARD LIGHT	⊞	FIBER OPTIC MARKER
99.32 DS	DOOR SILL ELEVATION	▶	YARD LIGHT	⊞	GUY WIRE
⊞	FIRE DEPARTMENT CONNECTION				



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DIGGERS  **HOTLINE**

DIAL **811** OR (800) 242-8511

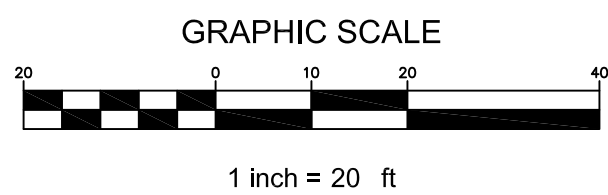


EXISTING MANUFACTURING PLANT



LEGEND	
--- 870 ---	EXISTING CONTOUR
--- 878 ---	PROPOSED CONTOUR
x 877.7	PROPOSED ELEVATION
x x x x x x x x x x x x x x	PROPOSED SAWCUT
o o o o o o o o o o o o	PROPOSED FENCE

- NOTES:
1. SEE PLANS BY OTHERS FOR THE DETAILS OF THE NEW CONCRETE EQUIPMENT PAD, EQUIPMENT LOCATION AND ELECTRIC SERVICE TO THE PAD AREA.
 2. THIS PROJECT WILL RESULT IN A DECREASE OF IMPERVIOUS SURFACE BY 1400 SQ. FT.
 3. TOP SOIL, SEED AND MULCH ALL DISTURBED AREA SOUTHEAST OF THE NEW CONCRETE PAD.
 4. DISTURBED AREA = 6,700 S.F.
 5. EROSION CONTROL SHALL CONSIST OF PLACING INLET PROTECTION GRADE SCREENS IN THE EXISTING ON SITE STORM CATCH BASINS IN THE PARKING LOT AREA TO THE NORTHWEST. THIS SHALL BE DONE PRIOR TO ANY CONSTRUCTION

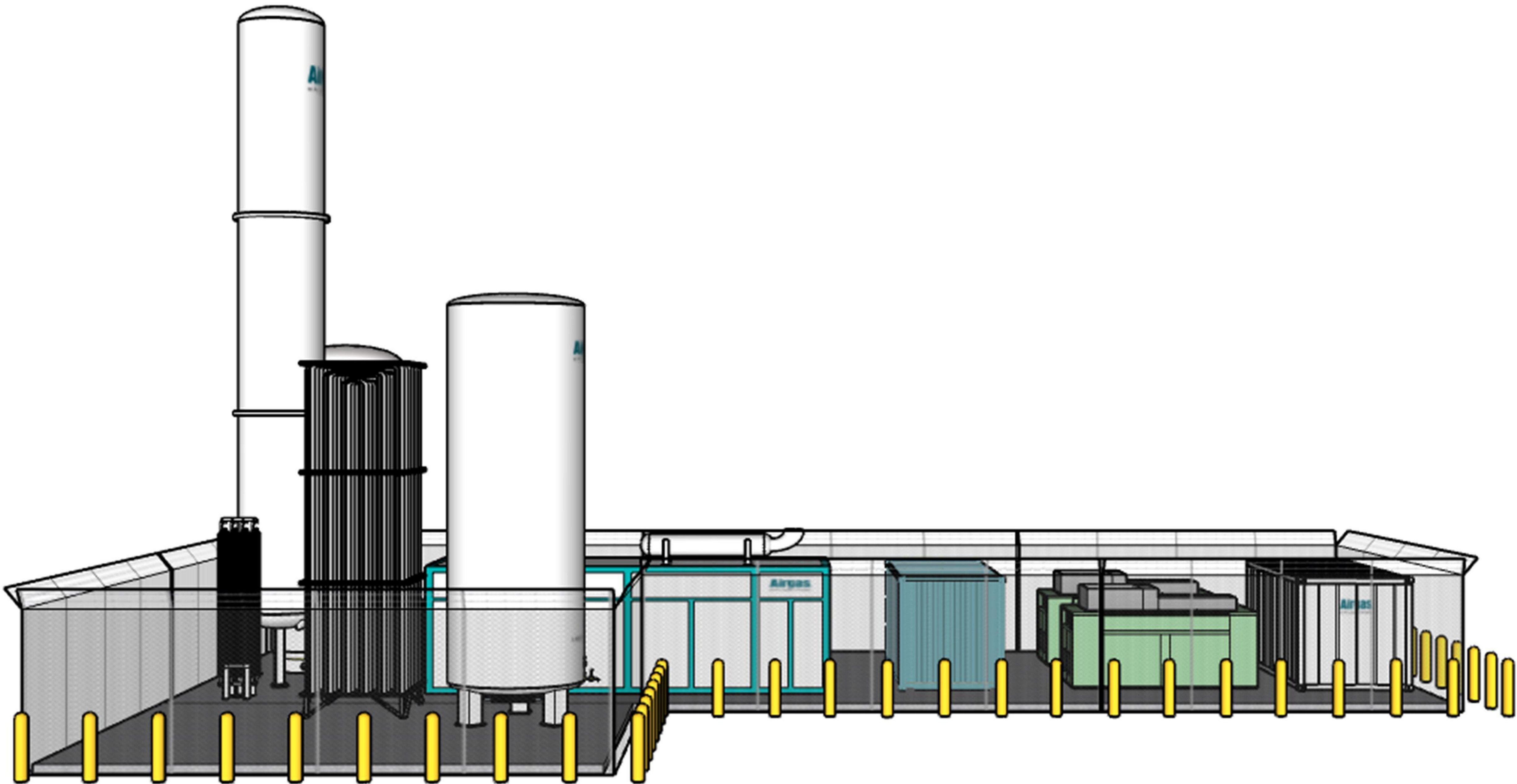


SITE PLAN WITH PROPOSED GRADING AND EROSION CONTROL

CJE NO.: 2045RI
SEPTEMBER II, 2020

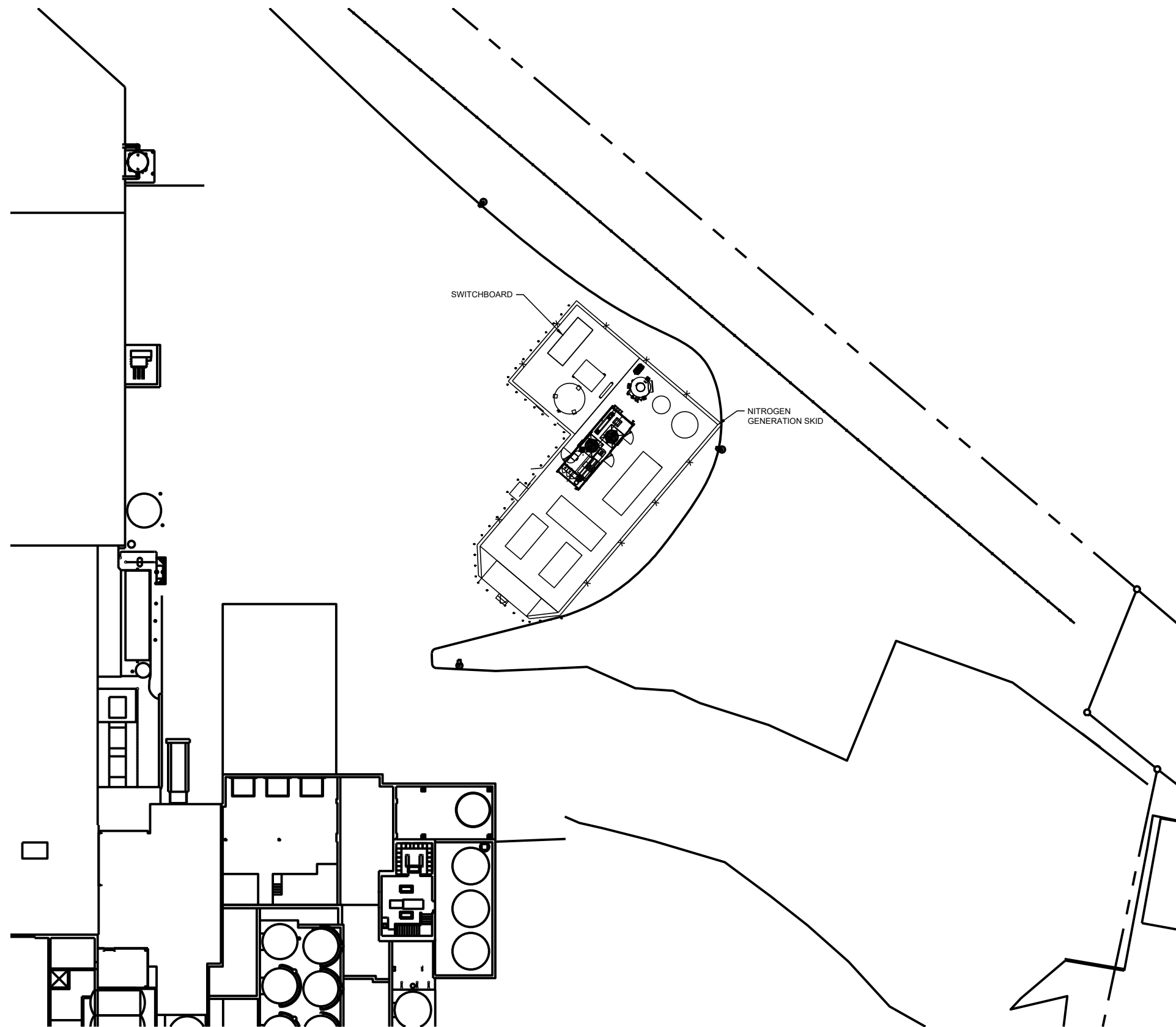
C1.0

GEHLS - NITROGEN GENERATION SYSTEM
N116 W15970 MAIN ST. GERMANTOWN, WI



ELEVATION VIEW				
Project:	NITROGEN GENERATION SYSTEM			
Description:				
Diagram ID:				
Diagram Description:				

Edit Date:	
Edit Time:	
Version Author:	
Version Editor:	
Drawing No.	



ELECTRICAL SITE PLAN



Revision Number	Revision Description	Drawn By	Checked By	Date
Designed By	JTB			
Drawn By	JTB			
Checked By	MBS			
Approved By	MBS			
Filename	002E1.DWG			
Project No.	13798			
Project Date	9/2020			

**GEHL FOODS
NITROGEN GENERATOR
ELECTRICAL DESIGN
GERMANTOWN, WISCONSIN**

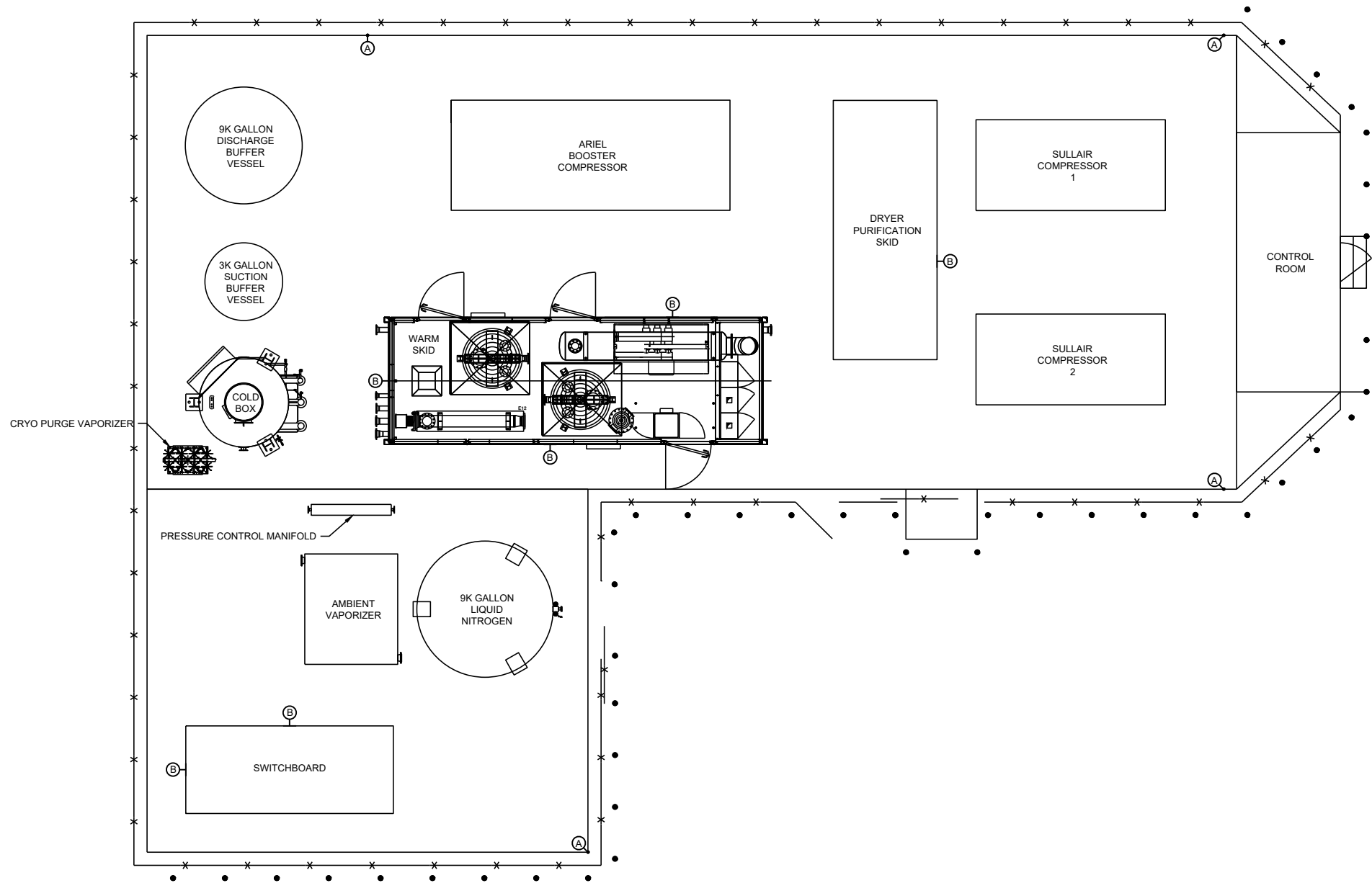
**NITROGEN GENERATION SKID
ELECTRICAL SITE PLAN**



Sheet No. _____

Drawing No. _____

002E1



GRADE PLAN - LIGHTING

0 3' 16'

FIXTURE SCHEDULE						
TYPE	DESCRIPTION	LAMPS		MANUFACTURER	CATALOG NUMBER	REMARKS
		NO	ORD ABB			
A	LED AREA LIGHT	1	71W	LITHONIA	DSX0_LED_P3_40K_T3M_MVOLT	NO SUBSTITUTIONS POLE MOUNTED SQUARE ALUMINUM POLE, BLACK
B	LED WALL PACK	1	27W	LITHONIA	DSXW1_LED_10C_700_40K_T3M_MVOLT	NO SUBSTITUTIONS WALL MOUNTED

Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	JTB
Drawn By	JTB
Checked By	MBS
Approved By	MBS
Filename	100EL1.DWG
Project No.	13798
Project Date	9/2020
GEHL FOODS NITROGEN GENERATOR ELECTRICAL DESIGN GERMANTOWN, WISCONSIN	
NITROGEN GENERATION SKID GRADE PLAN - LIGHTING	
Sheet No.	----
Drawing No.	
100EL1	



D-Series Size 0 LED Area Luminaire



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA: 0.95 ft²
(.09 m²)

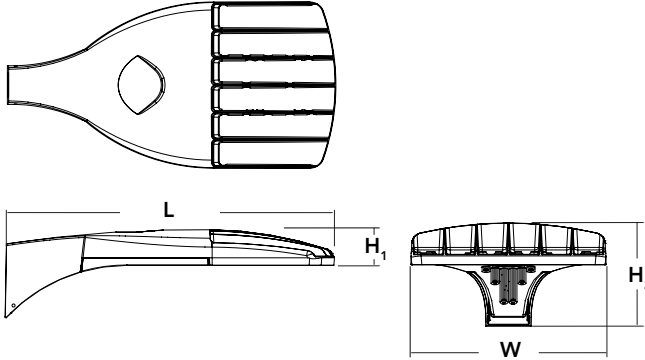
Length: 26"
(66.0 cm)

Width: 13"
(33.0 cm)

Height₁: 3"
(7.62 cm)

Height₂: 7"
(17.8 cm)

Weight (max): 16 lbs
(7.25 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED					
Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	Forward optics P1 P4 ¹ P7 ¹ P2 P5 P3 P6 Rotated optics P10 ² P12 ² P11 ² P13 ^{1,2}	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short ³	T5S Type V short ³ T5M Type V medium ³ T5W Type V wide ³ BLC Backlight control ⁴ LCCO Left corner cutoff ⁴ RCCO Right corner cutoff ⁴	MVOLT ^{5,6} 120 ⁶ 208 ⁶ 240 ⁶ 277 ⁶ 347 ⁶ 480 ⁶
				Shipped included SPA Square pole mounting RPA Round pole mounting ⁷ WBA Wall bracket ³ SPUMBA Square pole universal mounting adaptor ⁸ RPUMBA Round pole universal mounting adaptor ⁸ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ⁹	

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled ^{10,11} PIRHN Network, high/low motion/ambient sensor ¹² PER NEMA twist-lock receptacle only (control ordered separate) ¹³ PER5 Five-pin receptacle only (control ordered separate) ^{13,14} PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate) ^{13,14} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ¹⁵	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ^{16,17} PIRHN High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ^{16,17} PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{16,17} PIRHN1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{16,17} FAO Field adjustable output ¹⁸	Shipped installed HS House-side shield ¹⁹ SF Single fuse (120, 277, 347V) ⁶ DF Double fuse (208, 240, 480V) ⁶ L90 Left rotated optics ² R90 Right rotated optics ² DDL Diffused drop lens ¹⁹ HA 50°C ambient operations ¹ Shipped separately BS Bird spikes ²⁰ EGS External glare shield
		DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white



One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
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DSX0-LED
Rev. 07/30/20
Page 1 of 8

Ordering Information

Accessories

Ordered and shipped separately.

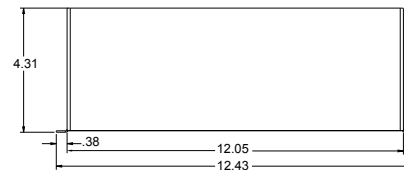
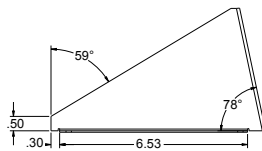
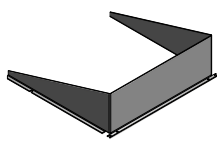
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²¹
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²¹
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²¹
DSHORT SBK U	Shorting cap ²¹
DSX0HS 20C U	House-side shield for P1,P2,P3 and P4 ¹⁹
DSX0HS 30C U	House-side shield for P10,P11,P12 and P13 ¹⁹
DSX0HS 40C U	House-side shield for P5,P6 and P7 ¹⁹
DSX0DDL U	Diffused drop lens (polycarbonate) ¹⁹
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) ²²
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ¹
DSX0EGS (FINISH) U	External glare shield

For more control options, visit [DTL](#) and [ROAM](#) online.
Link to [nLight Air 2](#)

NOTES

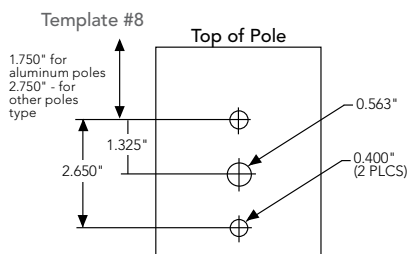
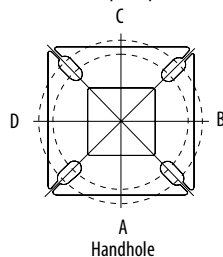
- HA not available with P4, P7, and P13.
- P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
- Any Type 5 distribution with photocell, is not available with WBA.
- Not available with HS or DDL.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Suitable for mounting to round poles between 3.5" and 12" diameter.
- Universal mounting brackets intended for retrofit on existing pre-drilled poles only. 1.5 G vibration load rating per ANCI C136.31. Only usable when pole's drill pattern is NOT Lithonia template #8.
- Must order fixture with SPA mounting. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" diameter mast arm (not included).
- Must be ordered with PIRHN.
- Sensor cover available only in dark bronze, black, white and natural aluminum colors.
- Must be ordered with NLTAIR2. For more information on nLight Air 2 visit [this link](#).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
- DMG not available with PIRHN, PER5, PER7, PIR, PIRH, PIR1FC3V or PIRH1FC3V, FAO.
- Reference Controls Options table on page 4.
- Reference Motion Sensor Default Table on page 4 to see functionality.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution.
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- For retrofit use only. Only usable when pole's drill pattern is NOT Lithonia template #8

EGS – External Glare Shield



Drilling

HANDHOLE ORIENTATION (from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 90°	3 at 120°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-390	AST20-320	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	2-7/8"	2-7/8"	3.5"	3.5"		3.5"
RPA	#8	2-7/8"	2-7/8"	3.5"	3.5"	3"	3.5"
SPUMBA	#5	2-7/8"	3"	4"	4"		4"
RPUMBA	#5	2-7/8"	3.5"	5"	5"	3.5"	5"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

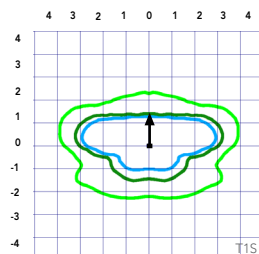
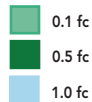
Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 LED	0.950	1.900	1.830	2.850	2.850	3.544

Photometric Diagrams

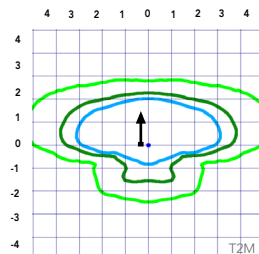
To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 0 homepage](#).

Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20').

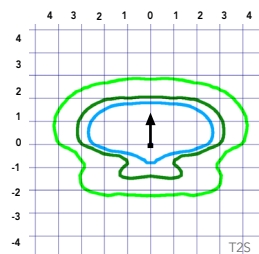
LEGEND



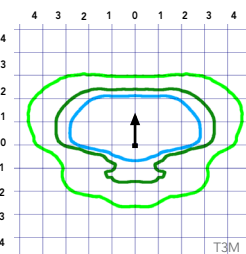
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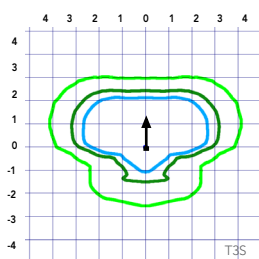
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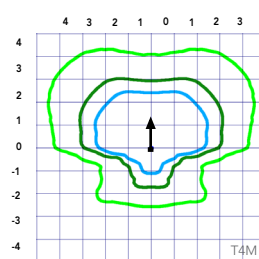
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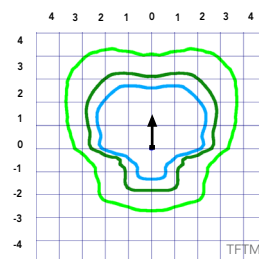
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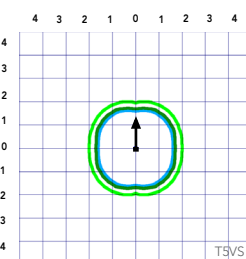
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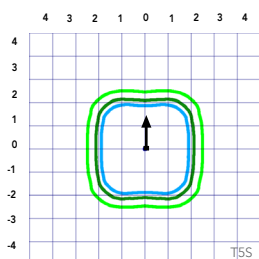
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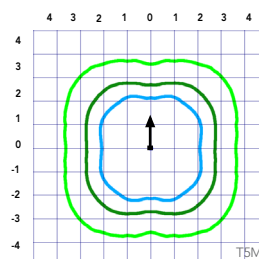
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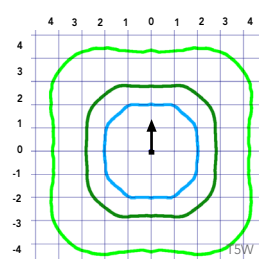
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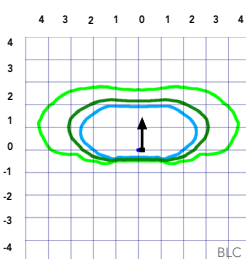
Test No.



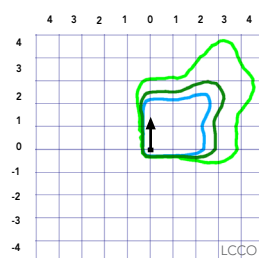
Test No.



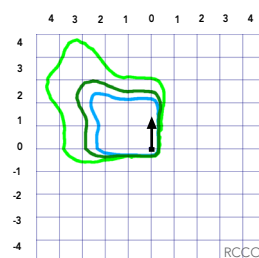
Test No. LTL2345/P25 tested in accordance with IESNA LM-79-08.



Test No.



Test No.



Test No.

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
25,000	0.96
50,000	0.92
100,000	0.85

Motion Sensor Default Settings						
Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use with separate Dusk to Dawn or timer.

Electrical Load

					Current (A)					
	Performance Package	LED Count	Drive Current	Wattage	120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	20	530	38	0.32	0.18	0.15	0.15	0.10	0.08
	P2	20	700	49	0.41	0.23	0.20	0.19	0.14	0.11
	P3	20	1050	71	0.60	0.37	0.32	0.27	0.21	0.15
	P4	20	1400	92	0.77	0.45	0.39	0.35	0.28	0.20
	P5	40	700	89	0.74	0.43	0.38	0.34	0.26	0.20
	P6	40	1050	134	1.13	0.65	0.55	0.48	0.39	0.29
	P7	40	1300	166	1.38	0.80	0.69	0.60	0.50	0.37
Rotated Optics (Requires L90 or R90)	P10	30	530	53	0.45	0.26	0.23	0.21	0.16	0.12
	P11	30	700	72	0.60	0.35	0.30	0.27	0.20	0.16
	P12	30	1050	104	0.88	0.50	0.44	0.39	0.31	0.23
	P13	30	1300	128	1.08	0.62	0.54	0.48	0.37	0.27

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire
PIR or PIRH	Motion sensors with integral photocell. PIR for 8-15' mounting; PIRH for 15-30' mounting	Luminaires dim when no occupancy is detected.	Acuity Controls SBGR	Also available with PIRH1FC3V when the sensor photocell is used for dusk-to-dawn operation.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSDGR	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	20	530	38W	T1S	4,369	1	0	1	115	4,706	1	0	1	124	4,766	1	0	1	125
				T2S	4,364	1	0	1	115	4,701	1	0	1	124	4,761	1	0	1	125
				T2M	4,387	1	0	1	115	4,726	1	0	1	124	4,785	1	0	1	126
				T3S	4,248	1	0	1	112	4,577	1	0	1	120	4,634	1	0	1	122
				T3M	4,376	1	0	1	115	4,714	1	0	1	124	4,774	1	0	1	126
				T4M	4,281	1	0	1	113	4,612	1	0	2	121	4,670	1	0	2	123
				TFTM	4,373	1	0	1	115	4,711	1	0	2	124	4,771	1	0	2	126
				TSVS	4,548	2	0	0	120	4,900	2	0	0	129	4,962	2	0	0	131
				TSS	4,552	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	131
				TSM	4,541	3	0	1	120	4,891	3	0	1	129	4,953	3	0	1	130
				TSW	4,576	3	0	2	120	4,929	3	0	2	130	4,992	3	0	2	131
				BLC	3,586	1	0	1	94	3,863	1	0	1	102	3,912	1	0	1	103
				LCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
				RCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77
P2	20	700	49W	T1S	5,570	1	0	1	114	6,001	1	0	1	122	6,077	2	0	2	124
				T2S	5,564	1	0	2	114	5,994	1	0	2	122	6,070	2	0	2	124
				T2M	5,593	1	0	1	114	6,025	1	0	1	123	6,102	1	0	1	125
				T3S	5,417	1	0	2	111	5,835	1	0	2	119	5,909	2	0	2	121
				T3M	5,580	1	0	2	114	6,011	1	0	2	123	6,087	1	0	2	124
				T4M	5,458	1	0	2	111	5,880	1	0	2	120	5,955	1	0	2	122
				TFTM	5,576	1	0	2	114	6,007	1	0	2	123	6,083	1	0	2	124
				TSVS	5,799	2	0	0	118	6,247	2	0	0	127	6,327	2	0	0	129
				TSS	5,804	2	0	0	118	6,252	2	0	0	128	6,332	2	0	1	129
				TSM	5,789	3	0	1	118	6,237	3	0	1	127	6,316	3	0	1	129
				TSW	5,834	3	0	2	119	6,285	3	0	2	128	6,364	3	0	2	130
				BLC	4,572	1	0	1	93	4,925	1	0	1	101	4,987	1	0	1	102
				LCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
				RCCO	3,402	1	0	2	69	3,665	1	0	2	75	3,711	1	0	2	76
P3	20	1050	71W	T1S	7,833	2	0	2	110	8,438	2	0	2	119	8,545	2	0	2	120
				T2S	7,825	2	0	2	110	8,429	2	0	2	119	8,536	2	0	2	120
				T2M	7,865	2	0	2	111	8,473	2	0	2	119	8,580	2	0	2	121
				T3S	7,617	2	0	2	107	8,205	2	0	2	116	8,309	2	0	2	117
				T3M	7,846	2	0	2	111	8,452	2	0	2	119	8,559	2	0	2	121
				T4M	7,675	2	0	2	108	8,269	2	0	2	116	8,373	2	0	2	118
				TFTM	7,841	2	0	2	110	8,447	2	0	2	119	8,554	2	0	2	120
				TSVS	8,155	3	0	0	115	8,785	3	0	0	124	8,896	3	0	0	125
				TSS	8,162	3	0	1	115	8,792	3	0	1	124	8,904	3	0	1	125
				TSM	8,141	3	0	2	115	8,770	3	0	2	124	8,881	3	0	2	125
				TSW	8,204	3	0	2	116	8,838	4	0	2	124	8,950	4	0	2	126
				BLC	6,429	1	0	2	91	6,926	1	0	2	98	7,013	1	0	2	99
				LCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
				RCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73
P4	20	1400	92W	T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,681	2	0	2	116
				T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,669	2	0	2	116
				T2M	9,831	2	0	2	107	10,590	2	0	2	115	10,724	2	0	2	117
				T3S	9,521	2	0	2	103	10,256	2	0	2	111	10,386	2	0	2	113
				T3M	9,807	2	0	2	107	10,565	2	0	2	115	10,698	2	0	2	116
				T4M	9,594	2	0	2	104	10,335	2	0	3	112	10,466	2	0	3	114
				TFTM	9,801	2	0	2	107	10,558	2	0	2	115	10,692	2	0	2	116
				TSVS	10,193	3	0	1	111	10,981	3	0	1	119	11,120	3	0	1	121
				TSS	10,201	3	0	1	111	10,990	3	0	1	119	11,129	3	0	1	121
				TSM	10,176	4	0	2	111	10,962	4	0	2	119	11,101	4	0	2	121
				TSW	10,254	4	0	3	111	11,047	4	0	3	120	11,186	4	0	3	122
				BLC	8,036	1	0	2	87	8,656	1	0	2	94	8,766	1	0	2	95
				LCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71
				RCCO	5,979	1	0	2	65	6,441	1	0	2	70	6,523	1	0	3	71

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics

Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	40	700	89W	T1S	10,831	2	0	2	122	11,668	2	0	2	131	11,816	2	0	2	133
				T2S	10,820	2	0	2	122	11,656	2	0	2	131	11,803	2	0	2	133
				T2M	10,876	2	0	2	122	11,716	2	0	2	132	11,864	2	0	2	133
				T3S	10,532	2	0	2	118	11,346	2	0	2	127	11,490	2	0	2	129
				T3M	10,849	2	0	2	122	11,687	2	0	2	131	11,835	2	0	2	133
				T4M	10,613	2	0	3	119	11,434	2	0	3	128	11,578	2	0	3	130
				TFTM	10,842	2	0	2	122	11,680	2	0	2	131	11,828	2	0	2	133
				TSVS	11,276	3	0	1	127	12,148	3	0	1	136	12,302	3	0	1	138
				TSS	11,286	3	0	1	127	12,158	3	0	1	137	12,312	3	0	1	138
				TSM	11,257	4	0	2	126	12,127	4	0	2	136	12,280	4	0	2	138
				TSW	11,344	4	0	3	127	12,221	4	0	3	137	12,375	4	0	3	139
				BLC	8,890	1	0	2	100	9,576	1	0	2	108	9,698	1	0	2	109
				LCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
				RCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81
P6	40	1050	134W	T1S	14,805	3	0	3	110	15,949	3	0	3	119	16,151	3	0	3	121
				T2S	14,789	3	0	3	110	15,932	3	0	3	119	16,134	3	0	3	120
				T2M	14,865	3	0	3	111	16,014	3	0	3	120	16,217	3	0	3	121
				T3S	14,396	3	0	3	107	15,509	3	0	3	116	15,705	3	0	3	117
				T3M	14,829	2	0	3	111	15,975	3	0	3	119	16,177	3	0	3	121
				T4M	14,507	2	0	3	108	15,628	3	0	3	117	15,826	3	0	3	118
				TFTM	14,820	2	0	3	111	15,965	3	0	3	119	16,167	3	0	3	121
				TSVS	15,413	4	0	1	115	16,604	4	0	1	124	16,815	4	0	1	125
				TSS	15,426	3	0	1	115	16,618	4	0	1	124	16,828	4	0	1	126
				TSM	15,387	4	0	2	115	16,576	4	0	2	124	16,786	4	0	2	125
				TSW	15,506	4	0	3	116	16,704	4	0	3	125	16,915	4	0	3	126
				BLC	12,151	1	0	2	91	13,090	1	0	2	98	13,255	1	0	2	99
				LCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
				RCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74
P7	40	1300	166W	T1S	17,023	3	0	3	103	18,338	3	0	3	110	18,570	3	0	3	112
				T2S	17,005	3	0	3	102	18,319	3	0	3	110	18,551	3	0	3	112
				T2M	17,092	3	0	3	103	18,413	3	0	3	111	18,646	3	0	3	112
				T3S	16,553	3	0	3	100	17,832	3	0	3	107	18,058	3	0	3	109
				T3M	17,051	3	0	3	103	18,369	3	0	3	111	18,601	3	0	3	112
				T4M	16,681	3	0	3	100	17,969	3	0	3	108	18,197	3	0	3	110
				TFTM	17,040	3	0	3	103	18,357	3	0	4	111	18,590	3	0	4	112
				TSVS	17,723	4	0	1	107	19,092	4	0	1	115	19,334	4	0	1	116
				TSS	17,737	4	0	2	107	19,108	4	0	2	115	19,349	4	0	2	117
				TSM	17,692	4	0	2	107	19,059	4	0	2	115	19,301	4	0	2	116
				TSW	17,829	5	0	3	107	19,207	5	0	3	116	19,450	5	0	3	117
				BLC	13,971	2	0	2	84	15,051	2	0	2	91	15,241	2	0	2	92
				LCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68
				RCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Rotated Optics																			
Power Package	LED Count	Drive Current	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	30	530	53W	T1S	6,727	2	0	2	127	7,247	3	0	3	137	7,339	3	0	3	138
				T2S	6,689	3	0	3	126	7,205	3	0	3	136	7,297	3	0	3	138
				T2M	6,809	3	0	3	128	7,336	3	0	3	138	7,428	3	0	3	140
				T3S	6,585	3	0	3	124	7,094	3	0	3	134	7,183	3	0	3	136
				T3M	6,805	3	0	3	128	7,331	3	0	3	138	7,424	3	0	3	140
				T4M	6,677	3	0	3	126	7,193	3	0	3	136	7,284	3	0	3	137
				TFTM	6,850	3	0	3	129	7,379	3	0	3	139	7,472	3	0	3	141
				TSVS	6,898	3	0	0	130	7,431	3	0	0	140	7,525	3	0	0	142
				TSS	6,840	2	0	1	129	7,368	2	0	1	139	7,461	2	0	1	141
				TSM	6,838	3	0	1	129	7,366	3	0	2	139	7,460	3	0	2	141
				TSW	6,777	3	0	2	128	7,300	3	0	2	138	7,393	3	0	2	139
				BLC	5,626	2	0	2	106	6,060	2	0	2	114	6,137	2	0	2	116
				LCCO	4,018	1	0	2	76	4,328	1	0	2	82	4,383	1	0	2	83
				RCCO	4,013	3	0	3	76	4,323	3	0	3	82	4,377	3	0	3	83
P11	30	700	72W	T1S	8,594	3	0	3	119	9,258	3	0	3	129	9,376	3	0	3	130
				T2S	8,545	3	0	3	119	9,205	3	0	3	128	9,322	3	0	3	129
				T2M	8,699	3	0	3	121	9,371	3	0	3	130	9,490	3	0	3	132
				T3S	8,412	3	0	3	117	9,062	3	0	3	126	9,177	3	0	3	127
				T3M	8,694	3	0	3	121	9,366	3	0	3	130	9,484	3	0	3	132
				T4M	8,530	3	0	3	118	9,189	3	0	3	128	9,305	3	0	3	129
				TFTM	8,750	3	0	3	122	9,427	3	0	3	131	9,546	3	0	3	133
				TSVS	8,812	3	0	0	122	9,493	3	0	0	132	9,613	3	0	0	134
				TSS	8,738	3	0	1	121	9,413	3	0	1	131	9,532	3	0	1	132
				TSM	8,736	3	0	2	121	9,411	3	0	2	131	9,530	3	0	2	132
				TSW	8,657	4	0	2	120	9,326	4	0	2	130	9,444	4	0	2	131
				BLC	7,187	3	0	3	100	7,742	3	0	3	108	7,840	3	0	3	109
				LCCO	5,133	1	0	2	71	5,529	1	0	2	77	5,599	1	0	2	78
				RCCO	5,126	3	0	3	71	5,522	3	0	3	77	5,592	3	0	3	78
P12	30	1050	104W	T1S	12,149	3	0	3	117	13,088	3	0	3	126	13,253	3	0	3	127
				T2S	12,079	4	0	4	116	13,012	4	0	4	125	13,177	4	0	4	127
				T2M	12,297	3	0	3	118	13,247	3	0	3	127	13,415	3	0	3	129
				T3S	11,891	4	0	4	114	12,810	4	0	4	123	12,972	4	0	4	125
				T3M	12,290	3	0	3	118	13,239	4	0	4	127	13,407	4	0	4	129
				T4M	12,058	4	0	4	116	12,990	4	0	4	125	13,154	4	0	4	126
				TFTM	12,369	4	0	4	119	13,325	4	0	4	128	13,494	4	0	4	130
				TSVS	12,456	3	0	1	120	13,419	3	0	1	129	13,589	4	0	1	131
				TSS	12,351	3	0	1	119	13,306	3	0	1	128	13,474	3	0	1	130
				TSM	12,349	4	0	2	119	13,303	4	0	2	128	13,471	4	0	2	130
				TSW	12,238	4	0	3	118	13,183	4	0	3	127	13,350	4	0	3	128
				BLC	10,159	3	0	3	98	10,944	3	0	3	105	11,083	3	0	3	107
				LCCO	7,256	1	0	3	70	7,816	1	0	3	75	7,915	1	0	3	76
				RCCO	7,246	3	0	3	70	7,806	4	0	4	75	7,905	4	0	4	76
P13	30	1300	128W	T1S	14,438	3	0	3	113	15,554	3	0	3	122	15,751	3	0	3	123
				T2S	14,355	4	0	4	112	15,465	4	0	4	121	15,660	4	0	4	122
				T2M	14,614	3	0	3	114	15,744	4	0	4	123	15,943	4	0	4	125
				T3S	14,132	4	0	4	110	15,224	4	0	4	119	15,417	4	0	4	120
				T3M	14,606	4	0	4	114	15,735	4	0	4	123	15,934	4	0	4	124
				T4M	14,330	4	0	4	112	15,438	4	0	4	121	15,633	4	0	4	122
				TFTM	14,701	4	0	4	115	15,836	4	0	4	124	16,037	4	0	4	125
				TSVS	14,804	4	0	1	116	15,948	4	0	1	125	16,150	4	0	1	126
				TSS	14,679	3	0	1	115	15,814	3	0	1	124	16,014	3	0	1	125
				TSM	14,676	4	0	2	115	15,810	4	0	2	124	16,010	4	0	2	125
				TSW	14,544	4	0	3	114	15,668	4	0	3	122	15,866	4	0	3	124
				BLC	7,919	3	0	3	62	8,531	3	0	3	67	8,639	3	0	3	67
				LCCO	5,145	1	0	2	40	5,543	1	0	2	43	5,613	1	0	2	44
				RCCO	5,139	3	0	3	40	5,536	3	0	3	43	5,606	3	0	3	44

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.95 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensors with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 30 feet.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern (template #8). Optional terminal block and NEMA photocontrol receptacle are also available.

LISTINGS

UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C to 50°C ambient with HA option. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.



COMMERCIAL OUTDOOR

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DSX0-LED
Rev. 07/30/20
Page 8 of 8



D-Series Size 1 LED Wall Luminaire



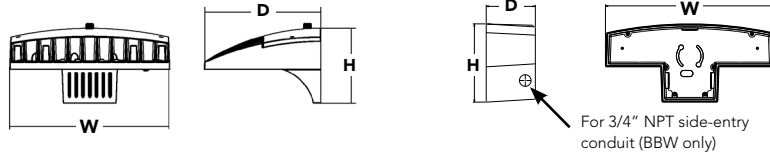
d^{series}

Specifications Luminaire

Width:	13-3/4" (34.9 cm)	Weight:	12 lbs (5.4 kg)
Depth:	10" (25.4 cm)		
Height:	6-3/8" (16.2 cm)		

Back Box (BBW, ELCW)

Width:	13-3/4" (34.9 cm)	BBW Weight:	5 lbs (2.3 kg)
Depth:	4" (10.2 cm)	ELCW Weight:	10 lbs (4.5 kg)
Height:	6-3/8" (16.2 cm)		



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED							
Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C 10 LEDs (one engine)	350 350 mA	30K 3000 K	T2S Type II Short	MVOLT ²	Shipped included (blank) Surface mounting bracket BBW Surface-mounted back box (for conduit entry) ⁵	Shipped installed PE Photoelectric cell, button type ⁶ DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) PIR 180° motion/ambient light sensor, <15' mtg ht ^{1,7} PIRH 180° motion/ambient light sensor, 15-30' mtg ht ^{1,7} PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{1,7} PIRH1FC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{1,7} ELCW Emergency battery backup (includes external component enclosure), CA Title 20 Noncompliant ^{8,9}
		530 530 mA	40K 4000 K	T2M Type II Medium	120 ³		
	20C 20 LEDs (two engines) ¹	700 700 mA	50K 5000 K	T3S Type III Short	208 ³		
		1000 1000 mA (1 A) ¹	AMBPC Amber phosphor converted	T3M Type III Medium	240 ³		
				T4M Type IV Medium	277 ³		
				TFTM Forward Throw Medium	347 ^{3,4}		
					480 ^{3,4}		

Other Options		Finish (required)			
Shipped installed		Shipped separately ¹¹			
SF	Single fuse (120, 277 or 347V) ^{3,10}	BSW	Bird-deterrent spikes	DDBXD	Dark bronze
DF	Double fuse (208, 240 or 480V) ^{3,10}	VG	Vandal guard	DBLXD	Black
HS	House-side shield ¹¹	DDL	Diffused drop lens	DNAXD	Natural aluminum
SPD	Separate surge protection ¹²			DWHXD	White
				DSSXD	Sandstone
				DDBTXD	Textured dark bronze
				DBLBXD	Textured black
				DNATXD	Textured natural aluminum
				DWHGXD	Textured white
				DSSTXD	Textured sandstone

Accessories

Ordered and shipped separately.

DSXWHS U	House-side shield (one per light engine)
DSXWBSW U	Bird-deterrent spikes
DSXWTVG U	Vandal guard accessory

NOTES

- 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
- Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
- Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
- Reference Motion Sensor table on page 3.
- Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com
- Not available with SPD.
- Not available with ELCW.
- Also available as a separate accessory; see Accessories information.
- Not available with ELCW.



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DSXW1-LED
Rev. 2/05/20

COMMERCIAL OUTDOOR

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70CRI)					40K (4000 K, 70CRI)					50K (5000 K, 70CRI)					AMBPC (Amber Phosphor Converted)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
10C (10 LEDs)	350mA	13W	T2S	1,415	0	0	1	109	1,520	0	0	1	117	1,530	0	0	1	118	894	0	0	1	69
			T2M	1,349	0	0	1	104	1,448	0	0	1	111	1,458	0	0	1	112	852	0	0	1	66
			T3S	1,399	0	0	1	108	1,503	0	0	1	116	1,512	0	0	1	116	884	0	0	1	68
			T3M	1,385	0	0	1	107	1,488	0	0	1	114	1,497	0	0	1	115	876	0	0	1	67
			T4M	1,357	0	0	1	104	1,458	0	0	1	112	1,467	0	0	1	113	858	0	0	1	66
			TFTM	1,411	0	0	1	109	1,515	0	0	1	117	1,525	0	0	1	117	892	0	0	1	69
			ASYDF	1,262	1	0	1	97	1,354	1	0	1	104	1,363	1	0	1	105	797	0	0	1	61
	530 mA	19W	T2S	2,053	1	0	1	108	2,205	1	0	1	116	2,220	1	0	1	117	1,264	0	0	1	67
			T2M	1,957	1	0	1	103	2,102	1	0	1	111	2,115	1	0	1	111	1,205	0	0	1	63
			T3S	2,031	1	0	1	107	2,181	1	0	1	115	2,194	1	0	1	115	1,250	0	0	1	66
			T3M	2,010	1	0	1	106	2,159	1	0	1	114	2,172	1	0	1	114	1,237	0	0	1	65
			T4M	1,970	1	0	1	104	2,115	1	0	1	111	2,129	1	0	1	112	1,212	0	0	1	64
			TFTM	2,047	0	0	1	108	2,198	1	0	1	116	2,212	1	0	1	116	1,260	0	0	1	66
			ASYDF	1,831	1	0	1	96	1,966	1	0	1	103	1,978	1	0	1	104	1,127	0	0	1	59
	700 mA	26W	T2S	2,623	1	0	1	101	2,816	1	0	1	108	2,834	1	0	1	109	1,544	0	0	1	59
			T2M	2,499	1	0	1	96	2,684	1	0	1	103	2,701	1	0	1	104	1,472	0	0	1	57
			T3S	2,593	1	0	1	100	2,785	1	0	1	107	2,802	1	0	1	108	1,527	0	0	1	59
			T3M	2,567	1	0	1	99	2,757	1	0	1	106	2,774	1	0	1	107	1,512	0	0	1	58
			T4M	2,515	1	0	1	97	2,701	1	0	1	104	2,718	1	0	1	105	1,481	0	0	1	57
			TFTM	2,614	1	0	1	101	2,808	1	0	1	108	2,825	1	0	1	109	1,539	0	0	1	59
			ASYDF	2,337	1	0	1	90	2,510	1	0	1	97	2,525	1	0	1	97	1,376	1	0	1	53
	1000 mA	39W	T2S	3,685	1	0	1	94	3,957	1	0	1	101	3,982	1	0	1	102	2,235	1	0	1	57
			T2M	3,512	1	0	1	90	3,771	1	0	1	97	3,794	1	0	1	97	2,130	1	0	1	55
			T3S	3,644	1	0	1	93	3,913	1	0	1	100	3,938	1	0	1	101	2,210	1	0	1	57
			T3M	3,607	1	0	1	92	3,873	1	0	1	99	3,898	1	0	1	100	2,187	1	0	1	56
			T4M	3,534	1	0	2	91	3,796	1	0	2	97	3,819	1	0	2	98	2,143	1	0	1	55
			TFTM	3,673	1	0	1	94	3,945	1	0	1	101	3,969	1	0	1	102	2,228	1	0	1	57
ASYDF			3,284	1	0	2	84	3,527	1	0	2	90	3,549	1	0	2	91	1,992	1	0	1	51	
20C (20 LEDs)	350mA	23W	T2S	2,820	1	0	1	123	3,028	1	0	1	132	3,047	1	0	1	132	1,777	1	0	1	77
			T2M	2,688	1	0	1	117	2,886	1	0	1	125	2,904	1	0	1	126	1,693	1	0	1	74
			T3S	2,789	1	0	1	121	2,994	1	0	1	130	3,014	1	0	1	131	1,757	0	0	1	76
			T3M	2,760	1	0	1	120	2,965	1	0	1	129	2,983	1	0	1	130	1,739	1	0	1	76
			T4M	2,704	1	0	1	118	2,905	1	0	1	126	2,922	1	0	1	127	1,704	1	0	1	74
			TFTM	2,811	1	0	1	122	3,019	1	0	1	131	3,038	1	0	1	132	1,771	0	0	1	77
			ASYDF	2,514	1	0	1	109	2,699	1	0	1	117	2,716	1	0	1	118	1,584	1	0	1	69
	530 mA	35W	T2S	4,079	1	0	1	117	4,380	1	0	1	125	4,407	1	0	1	126	2,504	1	0	1	72
			T2M	3,887	1	0	1	111	4,174	1	0	1	119	4,201	1	0	1	120	2,387	1	0	1	68
			T3S	4,033	1	0	1	115	4,331	1	0	1	124	4,359	1	0	1	125	2,477	1	0	1	71
			T3M	3,993	1	0	2	114	4,288	1	0	2	123	4,315	1	0	2	123	2,451	1	0	1	70
			T4M	3,912	1	0	2	112	4,201	1	0	2	120	4,227	1	0	2	121	2,402	1	0	1	69
			TFTM	4,066	1	0	2	116	4,366	1	0	2	125	4,394	1	0	2	126	2,496	1	0	1	71
			ASYDF	3,636	1	0	2	104	3,904	1	0	2	112	3,928	1	0	2	112	2,232	1	0	1	64
	700 mA	46W	T2S	5,188	1	0	1	113	5,572	1	0	1	121	5,607	1	0	1	122	3,065	1	0	1	67
			T2M	4,945	1	0	2	108	5,309	1	0	2	115	5,343	1	0	2	116	2,921	1	0	1	64
			T3S	5,131	1	0	2	112	5,510	1	0	2	120	5,544	1	0	2	121	3,031	1	0	1	66
			T3M	5,078	1	0	2	110	5,454	1	0	2	119	5,487	1	0	2	119	3,000	1	0	1	65
			T4M	4,975	1	0	2	108	5,343	1	0	2	116	5,376	1	0	2	117	2,939	1	0	1	64
			TFTM	5,172	1	0	2	112	5,554	1	0	2	121	5,589	1	0	2	122	3,055	1	0	1	66
			ASYDF	4,624	1	0	2	101	4,965	1	0	2	108	4,996	1	0	2	109	2,732	1	0	1	59
	1000 mA	73W	T2S	7,204	1	0	2	99	7,736	2	0	2	106	7,784	2	0	2	107	4,429	1	0	1	61
			T2M	6,865	1	0	2	94	7,373	2	0	2	101	7,419	2	0	2	102	4,221	1	0	1	58
			T3S	7,125	1	0	2	98	7,651	1	0	2	105	7,698	1	0	2	105	4,380	1	0	1	60
			T3M	7,052	1	0	2	97	7,573	2	0	2	104	7,620	2	0	2	104	4,335	1	0	2	59
			T4M	6,909	1	0	2	95	7,420	1	0	2	102	7,466	1	0	2	102	4,248	1	0	2	58
			TFTM	7,182	1	0	2	98	7,712	1	0	2	106	7,761	1	0	2	106	4,415	1	0	2	60
ASYDF			6,421	2	0	2	88	6,896	2	0	3	94	6,938	2	0	3	95	3,947	1	0	2	54	

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	1.00
40°C	104°F	0.98

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **DSXW1 LED 20C 1000** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.93	0.88

Electrical Load

LEDs	Drive Current (mA)	System Watts	Current (A)					
			120V	208V	240V	277V	347V	480V
10C	350	14 W	0.13	0.07	0.06	0.06	-	-
	530	20 W	0.19	0.11	0.09	0.08	-	-
	700	27 W	0.25	0.14	0.13	0.11	-	-
	1000	40 W	0.37	0.21	0.19	0.16	-	-
20C	350	24 W	0.23	0.13	0.12	0.10	-	-
	530	36 W	0.33	0.19	0.17	0.14	-	-
	700	47 W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	74 W	0.69	0.40	0.35	0.30	0.23	0.17

Motion Sensor Default Settings

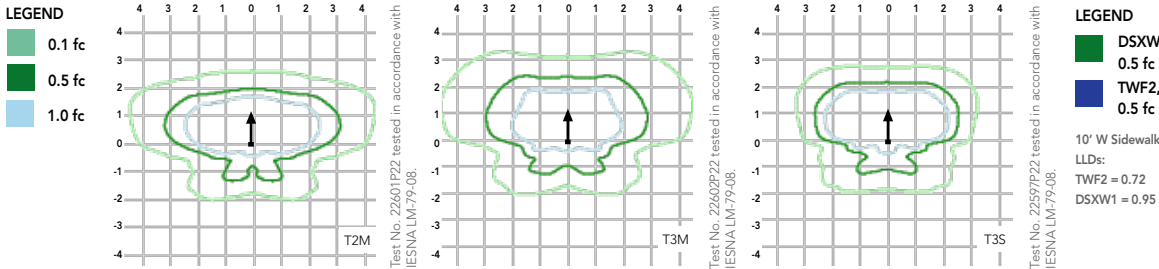
Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
*PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use with site wide Dusk to Dawn control

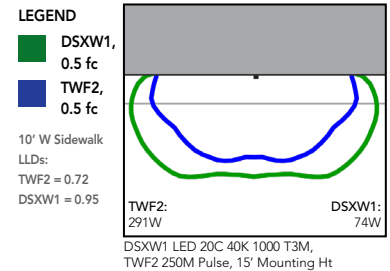
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Wall Size 1 homepage](#).

Isfootcandle plots for the DSXW1 LED 20C 1000 40K. Distances are in units of mounting height (15').



Distribution overlay comparison to 250W metal halide.



Options and Accessories



T3M (left), ASYDF (right) lenses



HS - House-side shields



BSW - Bird-deterrent spikes



WG - Wire guard



VG - Vandal guard



DDL - Diffused drop lens

FEATURES & SPECIFICATIONS

INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (70 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 min. CRI) configurations.

ELECTRICAL

Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L88/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION

Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion-resistant screws.

LISTINGS

CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY

Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



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DSXW1-LED
Rev. 2/05/20

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

MEETING DATE: November 2, 2020

AGENDA ITEM: New Business

ITEM TITLE: Public Utility Easement Approval

SUBMITTED BY: Bob Beilfuss, P.L.S. Village Surveyor/Civil Engineer III

SUMMARY EXPLANATION:

MOLDMAKERS INVESTMENTS, LLC has requested the approval of two (2) public utility easements.

The first easement is a 30' general utility easement covering the remaining existing sanitary sewer and water main facilities located within the Moldmakers Way right of way that will be vacated as part of their expansion project.

The second easement is a 20' water main easement for a new water main to be installed on their property along the west and south side of the property.

The easement documents and exhibits are attached.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_ X

RECOMMENDATION:

Staff recommends the approval of the easement documents as specified above.

COMMITTEE ACTION:

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

Document Number	30' Public Water/Sewer Main Easement
-----------------	--------------------------------------

This space reserved for recording data:

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

This Public Water/Sewer Main Easement (the "Easement") is made by and between MOLDMAKERS INVESTMENTS, LLC, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), an easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and upon the following described tract of land:

LEGAL DESCRIPTION

A 30.00' easement being part of vacated Moldmaker's Way in Certified Survey Map No. 4408, in the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 9 North, Range 20 East, Section 20, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of Lot 3 of said Certified Survey Map No. 4408, also being the south line of Fulton Drive; thence South 89°50'05" West, 601.74 feet along said south line to the point of beginning; thence South 2°36'54" East, 350.21 feet; thence South 87°14'43" West, 30.00 feet; thence North 2°36'54" West, 351.57 feet to aforesaid south line; thence North 89°50'05" East, 30.03 feet along said south line to the point of beginning.

The location of the easement hereinbefore described with respect to the premises of the Grantor is shown on the drawing attached hereto, marked "Exhibit A", and made a part hereof.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the existing water main and maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, Grantor's successors and assigns, or the tenants of either shall be responsible for the restoration of topsoil, turf or other landscaping, or surface paving disturbed as a result of such work undertaken by Grantee.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection,

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of the public main easement and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the water main to be installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2020.

Printed Name

Title

(Note: The above signature(s) must be notarized.)

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me this _____ day of _____, 2020 , the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
_____-Commission Expires_____

CONSENT OF MORTGAGEE:

_____ of Associated Bank , mortgagee of Tax Key # GNTV 201-980 , do hereby consent to the described water main easement by MOLDMAKERS INVESTMENTS, LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this _____ day of _____, 2020.

By: _____
Name: _____
Title: _____

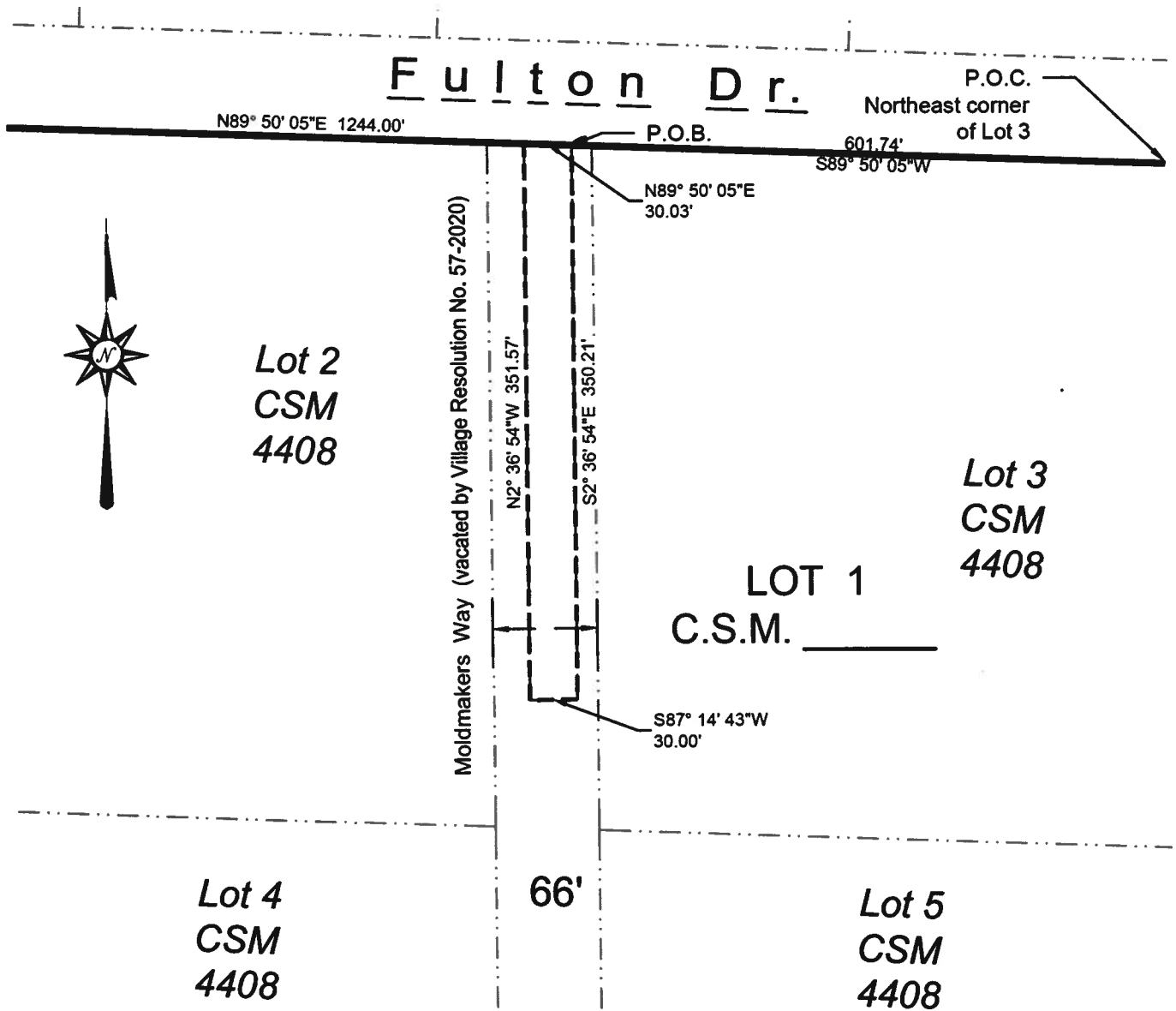
STATE OF _____
COUNTY OF _____

Personally came before me this _____ day of _____, 2020, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public,
State of _____
My commission expires _____

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2020
_____, 2020
Dean Wolter - Village President
_____, 2020
Deanna Braunschweig- Village Clerk



THE SIGMA GROUP
 Single Source. Sound Solutions.
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210



PROJECT NUMBER 19349 DRAFTED BY BMR 9-30-2020

Exhibit _____

Document Number	20' Public Water Main Easement
-----------------	--------------------------------

This space reserved for recording data:

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

This Public Water Main Easement (the "Easement") is made by and between MOLDMAKERS INVESTMENTS, LLC, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), an easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and upon the following described tract of land:

LEGAL DESCRIPTION

A 20.00 foot wide easement being part of Lots 2, 4 and 5 and part of vacated Moldmaker's Way in Certified Survey Map No. 4408, in the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 9 North, Range 20 East, Section 20, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of Lot 4 of said Certified Survey Map No. 4408, also being the south line of Fulton Drive; thence North 89°50'05" East, 80.46 feet along said south line to the point of beginning; thence South 0°02'40" East, 102.80 feet; thence South 6°52'51" East, 613.56 feet; thence South 2°39'34" East, 79.84 feet; thence South 47°39'34" East, 23.27 feet; thence North 89°53'44" East, 1106.94 feet to the west line of Maple Drive; thence North 0°06'16" West, 20.00 feet along said west line; thence South 89°53'44" West, 408.77 feet; thence North 0°06'16" West, 13.28 feet; thence South 89°53'44" West, 20.00 feet; thence South 0°06'16" East, 13.28 feet; thence South 89°53'44" West, 358.39 feet;

thence North 0°06'16" West, 8.31 feet; thence South 89°53'44" West, 20.00 feet; thence South 0°06'16" East, 8.31 feet; thence South 89°53'44" West, 292.01 feet;

thence North 47°39'34" West, 7.21 feet; thence North 6°52'51" West, 347.83 feet; thence North 83°07'09" East, 15.12 feet; thence North 6°52'51" West, 20.00 feet; thence South 83°07'09" West, 15.12 feet; thence North 6°52'51" West, 245.27 feet; thence North 0°02'40" West, 24.88 feet; thence North 89°57'20" East, 10.58 feet; thence North 0°02'40" West, 20.00 feet; thence South 89°57'20" West, 10.58 feet; thence North 0°02'40" West, 56.77 feet to the south line of Fulton Drive; thence South 89°50'05" West, 20.00 feet along said south line to the point of beginning.

The location of the easement hereinbefore described with respect to the premises of the Grantor is shown on the drawing attached hereto, marked "Exhibit A", and made a part hereof.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the existing water main and maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, Grantor's successors and assigns, or the tenants of either shall be responsible for the restoration of topsoil, turf or other landscaping, or surface paving disturbed as a result of such work undertaken by Grantee.

maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.

- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of the public main easement and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the water main to be installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2020.

Printed Name

Title

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2020 , the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

Commission Expires _____

CONSENT OF MORTGAGEE:

_____ of Associated Bank , mortgagee of Tax Key # GNTV 201-980 , do hereby consent to the described water/sewer main easement by MOLDMAKERS INVESTMENTS, LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this _____ day of _____, 2020.

By: _____
Name: _____
Title: _____

STATE OF _____

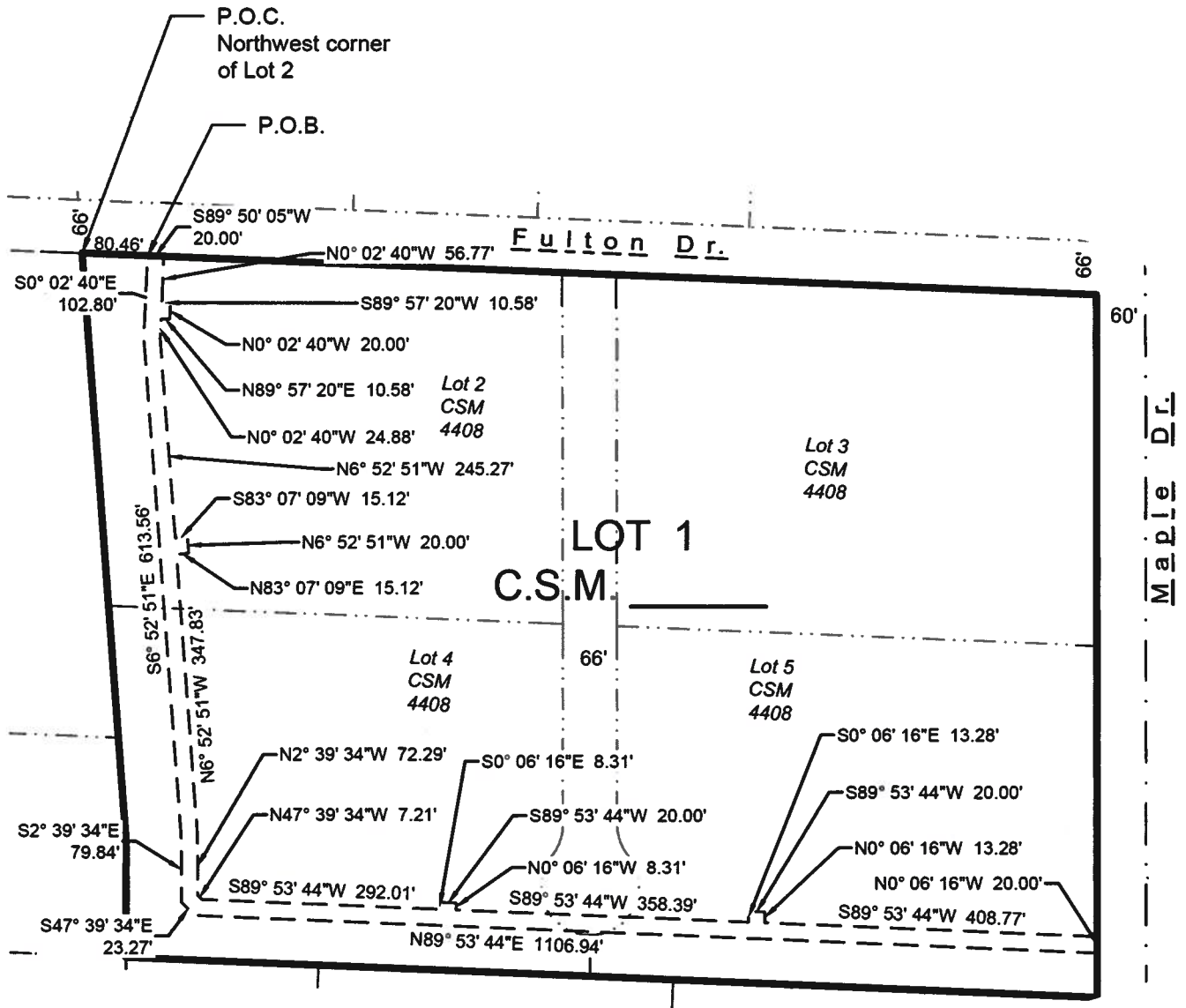
COUNTY OF _____

Personally came before me this _____ day of _____, 2020, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public,
State of _____
My commission expires _____

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2020
_____, 2020
Dean Wolter - Village President
_____, 2020
Deanna Braunschweig- Village Clerk



THE SIGMA GROUP
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www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



PROJECT NUMBER 19349 DRAFTED BY BMR 9-14-2020

Exhibit _____

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

MEETING DATE: November 2, 2020

AGENDA ITEM: New Buisiness

ITEM TITLE: Development Agreement for Moldmakers Investments, LLC

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Moldmakers Investments, LLC for approval by the Village Board. The site is located at the southwest corner of Maple Road & Fulton Drive. Currently, Moldmakers Way divides the two-building campus into two parcels. The public improvements addressed in the DA are the installation of water main around the perimeter of the buildings and miscellaneous work to existing sanitary sewer and water main located in the existing ROW of Moldmakers Way. Utilities remaining public in the Vacated ROW of Moldmakers Way will be in an easement. In addition, Moldmakers Way is planned to be abandoned and is being addressed by other documents. Staff is requesting approval of the DA with the ability to insert change deemed necessary by the Village Attorney.

Village Public Works and Highway Committee approved the Developers Agreement at a Special meeting held tonight prior to the Village Board meeting.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is forwarding with a positive recommendation from The Public Works and Highway Committee to approve the Development Agreement for Moldmakers Investments, LLC, including the ability to insert change by the Village Attorney.

COMMITTEE ACTION:

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

MOLDMAKERS INVESTMENT, LLC
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, hereinafter called the "Village", and **Moldmakers Investment, LLC**, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lots # 2 through #5 of Certified Survey Map No. 4408 (to be combined into Lot #1 by CSM) which is a total of 24.022 acres, being a part of the SE ¼ of the NE ¼ of Section 20, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a request for vacating the Right-of-Way of Moldmaker Way, which is progressing under a separate action; and

WHEREAS, Developer has submitted a plan for the expansion of an existing building on the westside of Moldmaker Way with an addition of 121,191 S.F.; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facilities in a dedicated easement on the Property, and the Village will require that such plans and designs be approved, permitted and inspected; and

WHEREAS, it will be necessary that Developer make additions or deletions to the existing water main and sanitary sewer within the current Moldmakers Way Right-of-Way, and the Village will require that such plans and modifications be approved, permitted and inspected; and

WHEREAS, the remaining existing public sanitary sewer and water main within the vacated Right-of-Way will require developer to grant a permanent utility easement; and

WHEREAS, the Developer has proposed to relocate an existing entrance on Fulton Drive and to add an entrance on Maple Road; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved the Approved plans for all water supply facilities, including; 1) an extension of 8" water main for a distance of approximately 1,993 lineal feet, beginning at Fulton Drive and ending at Maple Road, together with necessary valves, 4 fire hydrants/leads, and 2 connections to existing water main and 2) modifications / additions to the existing water main within the existing right-of-way of Moldmakers Way. In addition, Developer is to abandon the one existing water service that will remain unused in the future. Developer has designed and submitted the Village Engineer has approved all proposed plans, specifications and contract documents for all water systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been 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. All water utility improvements that are to be transferred to the Village shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Easement document shall not be drafted until construction of water main is completed and alignment is documented. Water Main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

A pre-construction meeting is required prior to the starting work on water main.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall modify public sanitary sewer within the existing right-of-way of Fulton Drive as shown on the Approved plans. Included in the work is the requirement that all existing sampling manholes be inspected for structural integrity, infiltration/Inflow and general conformance to Village specifications. Developer has designed and submitted the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have

been 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. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility 30' easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 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 require or direct pursuant to Sec.17.43 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

- (1) Submitted an Erosion Control Plan which the Village Engineer has approved.
- (2) Obtained 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 each building phase and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.
- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans 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, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. 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 services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw

request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the “Development” discharge into one (1) proposed storm drainage Pond located at the southeast corner of the Property. The proposed Pond will remain under the ownership of the Developer or an affiliate of Developer. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Pond will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 “Storm Water Management Requirements” and Sec. 4.0 “Storm Water Conveyance System Requirements” and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the “SWMP”). 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.

- (1) Developer shall install all storm water management facilities as shown on the SWMP.
- (2) The proposed Pond shall be certified to verify that the Pond was constructed to meet the requirements of the SWMP.
- (3) Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

(a) The Developer or its affiliates successors or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as required by the Village Plan Commission and accepted by the Village in the site plan approval granted September 14, 2020.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (ie Stop, Do not Enter)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

1.10 STREET LIGHTING. Contractor to protect existing street lighting infrastructure on Fulton Drive and Maple Road. Street Lighting wire and conduit is required to be 24" below proposed driveway pavement. Contact Village Department of Streets for additional information.

1.11 STORM SEWER. Proposed storm sewer is to be private and maintained by Developer. Existing storm sewer that is to be abandoned shall have the inlet and manhole castings salvaged for the Village of Germantown. Contact Department of Streets to have picked up by Village.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineers written approval of the starting date and schedule.

A pre-construction meeting between Developer, the Contractors and the Village is required, prior to authorizing commencement of construction on the improvements. Developer shall prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be

installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

- (1) Master site grading
- (2) Site Plan
- (3) Water main record-drawings (includes GPS of all pertinent fittings, valves, hydrants & laterals)
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings (includes GPS of MH)
- (8) Sanitary Sewer Extensions
- (9) Sanitary Sewer Record Drawings (includes GPS of all MH's and laterals)
- (10) Landscaping
- (11) Vacating of Moldmakers Way

In addition, Developer has submitted, and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness). Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. 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 and private improvements. 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 applicable Village Code.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first phase of the Development under the Ordinances have been paid in full, (ii) copies of 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 First American Title Insurance Company, Inc. ("First Am") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. 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, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 **IMPACT FEES.** As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees include:

- (1) Water: \$ 832.00/REC x
- (2) Fire Protection: \$ 0.63549/\$1000 Building Cost
- (3) Police Protection Facilities: \$ 0.2809/\$1000 Building Cost
- (4) Sanitary Sewer Connection: \$ 4,192.00/REC x

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. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

4.03 **IMPROVEMENT REVIEW FEE.** Developer shall pay a fee based on the cost of required development improvements for all phases of the Development 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
- 1.75% of the next \$250,000 of construction costs, and
- 1.25% of construction costs which exceed \$500,000

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

4.04 **PROFESSIONAL FEES AND INSPECTION FEES.** In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

4.05 **DATA CONVERSION FEE.** In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

4.06 **PREPAYMENT OF CERTAIN FEES.** Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the Development prior to the issuance of a building permit for said phase of the Development on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer shall utilize the two (2) existing sewer connections for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

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

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The development is comprised of internal private roadways. Developer shall be responsible for all damage to Fulton Drive and Maple Road which was caused by vehicles and equipment entering and leaving the Development during construction.

5.06 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that the 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 subject site.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (the "Financial Guarantee", which may be in the form of either a Letter of Credit or a Performance

Bond at the option of the Developer), which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs. Notwithstanding any other provision to the contrary, the Developer's obligation to maintain a letter of credit shall not extend beyond 14 months from the date of substantial completion of all improvements as defined in section 236.13(2)(a)2, Wis. Stat., except as may be otherwise expressly agreed to by the Parties.

6.02 FORM. The form of the Financial Guarantee shall be approved by the Village Attorney prior to acceptance of the Financial Guarantee by the Village as satisfying Developer's obligation as provided in Section 6.01 above.

6.03 LIABILITY NOT RELEASED. The Financial Guarantee given hereunder is a security device only which in no manner limits the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this Financial Guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the property described in Exhibit C attached hereto. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or

charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree or is reasonably necessary to remedy a breach) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee on cause its contractor to guaranty all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

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

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

- (1) 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.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION.

Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the platting/subdivision of the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

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

- (1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently

defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

- (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

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

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

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

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Goldendale Road Germantown, LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Goldendale Road Germantown, LLC. as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

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

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

ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village. The Village expressly consent to affiliates of Developer developing future phases of the Development.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2020 which shall be the effective date of this Agreement.

DEVELOPER:

Moldmakers Investments, LLC

By: _____
Mark G. Sellers, Owner

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2020, the above-named, Mark G. Sellers, Owner of Moldmakers Investments, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Owner of said Limited Liability Company and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2020, the above-named, Dean Wolter, Village President, and Deanna L 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 its authority.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by:
Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT “A” (financial & fee’s)

EXHIBIT "A"

MOLDBAKERS INVESTMENT, LLC

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	2.01	\$350.00 #
Abandonment of Moldmakers Way		\$175,000.00 #
Water System	1.02	\$350,000.00 #
Other Sewer & Water Facilities		
Underground Utilities		
Street Lights		
Street Signs		
Erosion Control	1.05	included in #15
Storm Water System, Pond & Drainage	1.06 & 1.11	\$316,500.00 #
SUB-TOTAL		\$841,850.00 \$841,850.00
DATA Conversion Fee (record drawings)	4.03	\$700.00 *
Improvement Review Fee: (Based on \$841,850.00)	4.03	\$14,273.13 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$30,000.00 *
SUB-TOTAL		\$45,473.13
BUILDING & SITE IMPROVEMENTS (Estimated Value @ \$6.3 mil)		
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (1 REC @ \$4,328 / REC)	4.02	\$4,328.00 **
Water (1 REC @ \$832 / REC)	4.02	\$832.00 **
Fire (0.63549/\$1000 Bldg Cost)	4.02	\$4,003.59 **
Police (0.2809/\$1000 Bldg Cost)	4.02	\$1,769.67 **
Park & Recreation	4.02	n/a **
Library	4.02	n/a **
SUB-TOTAL		\$10,933.26
TOTAL (Letter of Credit Amount)		\$841,850.00
* Amount to be Paid at Time of Signing of Development Agreement		\$45,473.13
** Amount to be Paid at Time of SMT Building Permit Issuance		\$10,933.26
*** Amount to be Paid at Time of Design Center Building Permit Issuance		\$0.00

EXHIBIT “B” (labor & equipment rates)

LABOR RATES -- 2020

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Director of Public Works	\$75.12	\$78.54	\$80.50
Village Engineer	\$63.29	\$66.17	\$67.83
Project Engineer	\$54.52	\$57.00	\$58.42
Engineer Tech III / Land Surveyor	\$47.83	\$50.00	\$51.25
Land Surveyor/Survey Crew w/Robot	\$139.06	\$145.38	\$149.02
Highway Superintendent	\$54.19	\$56.66	\$58.07
Zoning Administrator/Planner	\$61.57	\$64.37	\$65.98
Civil Engineer	\$40.36	\$42.20	\$43.25
Record Drawing Documentation Preparation	\$48.00	\$50.19	\$51.44
Construction Inspection	\$48.00	\$50.19	\$51.44
Highway Maintenance Worker II	\$45.46	\$47.53	\$48.72
Highway Operators (Traffic Signals)	\$52.79	\$55.19	\$56.57
Water Superintendent	\$54.19	\$56.66	\$58.07
Waste Water Superintendent	\$54.19	\$56.66	\$58.07
Utility Operator	\$46.64	\$48.77	\$49.99
Clerical	\$36.77	\$38.44	\$39.41

NOTE: 2020 rates reflect a 2.5% increase to the 2019 wages.

EQUIPMENT RATES -- 2020

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Cruz-Air	\$65.99	\$70.01	\$72.11
Case Backhoe & Loader	\$38.95	\$41.33	\$42.57
Michigan Loader	\$49.78	\$52.81	\$54.40
Case/John Deer Loader/Snow Plow	\$84.41	\$89.55	\$92.24
Case/John Deer Loader/Snow Blower	\$114.70	\$121.69	\$125.34
Single Axle Dump Truck (5yd)	\$35.71	\$37.88	\$39.02
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$57.35	\$60.84	\$62.67
Tandem Axle Dump Truck	\$47.62	\$50.52	\$52.03
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$70.34	\$74.62	\$76.86
Quad Axle Dump Truck	\$85.00	\$87.55	\$90.18
1-Ton Patrol Truck (2-3 yd)	\$27.06	\$28.71	\$29.57
1-Ton Truck w/Plow	\$33.55	\$35.59	\$36.66
Truck w/Water Jetter w/Aux. Power Unit	\$54.11	\$57.40	\$59.12
Aerial Lift Truck	\$67.09	\$71.18	\$73.32
3500- Truck w/ Utility Box & Crane		\$65.00	\$65.00
Pickup Truck	\$21.10	\$22.39	\$23.06
Pickup Truck w/Plow	\$30.30	\$32.15	\$33.11
Self Propelled Vibrating Roller	\$41.12	\$43.62	\$44.93
Self Propelled Non-Vibratory Roller	\$37.87	\$40.18	\$41.38
185 cfm Air Compressor (Portable)	\$30.30	\$32.15	\$33.11
Street Sweeper 40 Hp w/Front Mounted Broom	\$40.04	\$42.47	\$43.75
Vacuum Sweeper	\$88.73	\$94.14	\$96.96
Vac All	\$93.06	\$98.73	\$101.69
Sewer line Televising Truck	\$125.53	\$133.17	\$137.17
Combination Sewer Machine (pipe jetter & vac)	\$151.49	\$160.72	\$165.54
Mini Excavator	\$53.05	\$56.28	\$57.96
Skid Steer Loader w/Bucket	\$34.63	\$36.74	\$37.84
Skid Steer Loader w/Snow Blower/Broom	\$37.87	\$40.18	\$41.38
20" Enclosed Trailer		\$15.00	\$15.00
REX Valve Turner		\$83.00	\$83.00
10' Utility Trailer		\$12.00	\$12.00
Tar Kettle	\$36.79	\$39.03	\$40.20
Motorized Mower (24" & Under)	\$14.35	\$15.22	\$15.68
Motorized Mower (25"-47")	\$20.02	\$21.24	\$21.88
Motorized Mower (48" & larger)	\$23.27	\$24.68	\$25.43
Tractor w/Sickle or Flail Mower	\$49.78	\$52.81	\$54.40

Chain Saw	\$13.27	\$14.07	\$14.50
Hydraulic Saw	\$13.27	\$14.07	\$14.50
Hydraulic Pruner	\$13.27	\$14.07	\$14.50
Chipper	\$43.28	\$45.92	\$47.29
Generator (225 Kw)	\$61.68	\$65.43	\$67.40
Generator (Under 10 Kw)	\$27.06	\$28.71	\$29.57
Trailer Mounted Vacuum Excavator & Valve Turner	\$90.90	\$96.43	\$99.33
6 " Pump/Hose	\$33.55	\$35.59	\$36.66
4" Pump/Hose	\$28.14	\$29.85	\$30.75
3" Pump/Hose	\$23.27	\$24.68	\$25.43
Barricades-----DAILY COST	\$3.24	\$3.44	\$3.55
Traffic Control Signs-----DAILY COST	\$1.63	\$1.73	\$1.78
NOTE: 2020 rates reflect a 3% increase of 2019 rates			

EXHIBIT “C” (CSM)

EXHIBIT “D”
Approved Plans and Specifications