

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, February 20, 2023 7:00 p.m.

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

NOTICE: Due to technology issues, this meeting will not be broadcast on Channel 25, Spectrum Cable, Webex or live streamed on youtube. It is unknown at the time of posting whether a video recording of the meeting will be available on the Village YouTube Channel.

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. **APPOINTMENTS:**
 - A. **Celebrate Germantown Committee (Independence Day / Fourth of July).**
Jeanie Fischer
Danielle Shira
Mary Hudson
Phil Hudson
- VI. **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:
- VII. **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. Written Public Comments should be directed to comments@germantownwi.gov, by 4 p.m. on Monday, February 20.

VIII. CONSENT AGENDA:

A. Approval of Minutes February 6, 2023 Meeting.

B. Accounts payable/payroll:

1.	January 27, 2023	Accounts Payable	\$ 62,987.28
2.	January 28, 2023	Accounts Payable	\$ 837,507.71
3.	February 3, 2023	Accounts Payable	\$ 1,035,717.94
4.	February 4, 2023	Accounts Payable	\$ 53,696.08
5.	February 9, 2023	Accounts Payable	\$ 23,380.86
6.	February 10, 2023	Accounts Payable	\$ 614,322.74
7.	February 11, 2023	Accounts Payable	\$ 197,357.58
8.	February 17, 2023	Accounts Payable	\$ 319,163.63
9.	February 14, 2023	Payroll	\$ 248,632.74

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

C. 2023 Center and Edge – Line Striping.

IX. UNFINISHED BUSINESS

A. None.

X. PUBLIC HEARINGS:

A. None

XI. NEW BUSINESS:

A. Capstone Development Company, Agent for CQ WI 2021, LLC, Property Owner – N128 W20955 Holy Hill Road. Conditional Use Permit, CUP #02-2023 to increase the maximum building height from 45 to 46 feet 6 inches.

B. Paul Sacotte, 3DT, Agent for Todd Kolosso, Property Owner of N115 W18850 Clinton Drive and N115 W18835 Edison Drive. Certified Survey Map (CSM) for a lot line adjustment.

C. Joe Meyer, Agent for Integrity Construction, Property Owner - Lot 1 of CSM 6691 on Donges Bay Road and Erik & Amy Ankerson, Property Owner of W143 N10330 Gatewood Place. 3-Lot Certified Survey Map (CSM).

D. Ordinance 02-2023, An Ordinance Amending Chapter 12 (Licenses and Permit) of the Village of Germantown, Relating to Weights and Measures Licensing Requirements.

E. Resolution 03-2023 Establishing 2023 Fee Schedule for Weights & Measures Devices.

- F. Claim for water damage, N101W15753 Council Bluff Drive (Rydell). The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate; and,
- G. Administrator Setting 2023 Performance Goals. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

XII. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, March 6, 2023, 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
February 6, 2023**

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, J. Miller, Myers, and Pieper. Absent Excused: Neureuther and R. Miller. Also present: Administrator Kreklow, Braunschweig, Director Ratayczak, Director Standridge, Director Smith, Manager Hirn, Director Retzlaff, and Manager Uselding.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter announced a schedule change from Waste Management. A letter was to be mailed from Waste Management; however, a number of residents did not receive the letter. There is a change in date. This is not for all residents.

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

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

Melanie Smythe of Cedar Lane came to the podium and made comments about her neighborhoods garbage and recycling was not picked up today, the website, a finance advisory committee, and long-range planning.

Mr. and Mrs. Schneider submitted an email that was on the dias for the Village Board Members. The email commented on the internet, cable, the website and newspapers and overall communication. President Wolter read the communication.

Steve Weslowski of Pheasant Run came to the podium. He commented on Division Road and traffic studies.

Chris Yatchak of Brownstone Court came to the podium. He commented on the garbage change. He received the notification from Waste Management in the mail and hanging on his mail box.

CONSENT AGENDA:

- A. Approval of Minutes January 16, 2023 Meeting.
- B. Accounts payable/payroll:
 - 1. January 14, 2023 Accounts Payable \$ 344,804.82
 - 2. January 18, 2023 Accounts Payable \$ 2,828.83
 - 3. January 20, 2023 Accounts Payable \$ 174,701.15
 - 4. January 21, 2023 Accounts Payable \$ 149,728.12
 - 5. January 31, 2023 Payroll \$ 257,320.22

The following items were forwarded from the **General Government and Finance Committee** with a unanimous recommendation:

- C. Purchase of 48 picnic tables in an amount not to exceed \$49,500 from Lee Recreation.
- D. 3-year Copier Contract with Gordon Flesch in an amount not to exceed \$15,766.32 per year.

Motion (Myers/Baum) to approve consent agenda items A-D. Roll Call Vote carried unanimously.

UNFINISHED BUSINESS:

- A. Library Condenser.

Motion (Kaminski/Myers) to pay for the library condenser from the AARP funding, 200,000 from AARP and 2,000 from capital reserves. Roll call vote carried. Pieper, Hudson, and Baum voted no.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Tiny T's LLC, W157N11638 Fond du Lac Ave, "Class B" Fermented Malt Beverage and Intoxicating Liquor License, Shawn Frank, Agent. (Change of Ownership).

Motion (Pieper/Myers) to approve Tiny T's LLC, W157N11638 Fond du Lac Ave, "Class B" Fermented Malt Beverage and Intoxicating Liquor License, Shawn Frank, Agent. (Change of Ownership). Motion carried unanimously.

- B. Contract with GRAEF in an amount not to exceed \$30,000 for the Trail Master Plan.

Director Standridge came to the podium and reported on the item. The recommendation from Park and Recreation Commission is to contract with Graef for the Trail Master Plan.

Motion (Myers/Hudson) to Contract with GRAEF in an amount not to exceed \$30,000 for the Trail Master Plan. Roll Call Vote Carried. Pieper and Baum voted no.

- C. Resolution 01-2023, Germantown Municipal Employees Union Local 730 Contract.

Motion (Hudson/Kaminski) to approve Resolution 01-2023, Germantown Municipal Employees Union Local 730 Contract. Roll Call Vote carried. Myers voted no.

- D. Resolution 02-2023, A Resolution Approving the First Amendment to Purchase and Sale Agreement and TID Development Agreement with F Street Germantown, LLC.

Motion (Myers/Baum) to approve Resolution 02-2023, A Resolution Approving the First Amendment to Purchase and Sale Agreement and TID Development Agreement with F Street Germantown, LLC. Roll Call Vote Carried. Hudson and J. Miller voted no.

- E. Contract for Assessment Services for the 2023 – 2025 Assessment Years with Associated Appraisal Consultants, Inc, in an amount not to exceed \$85,000 annually.

Motion (Myers/Pieper) to approve the Contract for Assessment Services for the 2023 – 2025 Assessment Years with Associated Appraisal Consultants, Inc, in an amount not to exceed \$85,000 annually. Roll Call Vote Carried Unanimously.

- F. 2022 Library Annual Report and 2023-2027 Library Strategic Plan.

Director Smith came to the podium and gave a presentation of the library annual report and strategic plan. The library service population is over 35,000. Approximately 310 people visit the library daily. In 2022 there were over 341,000 items checked out.

- G. Administrator Setting 2023 Performance Goals. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

Motion (Pieper/Myers) to convene into closed session at 8:30 p.m. and to include the Village Administrator and Village Board.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 11:00 p.m.

The next regular meeting of the Village Board will be on Monday, February 20, 2023, at 7:00 p.m.

Respectfully Submitted,
Deanna Braunschweig

**BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Tuesday, February 7th, 2023

AGENDA ITEM: New Business

ITEM TITLE: 2023 Center and Edge-Line Striping

SUBMITTED BY: Scott Anderson: Highways, Parks, Buildings & Grounds Superintendent

SUMMARY EXPLANATION:

Annually the village performs center and edge-line striping on main thoroughfares throughout the village. Historically the village completes this work by contracting with Washington County as the village does not own the necessary equipment to complete the task. This season the cost from Washington County is estimated to be around \$1100.00 per mile of painting. This year we intend to paint approximately 52 miles of roadway.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends contracting with Washington County to paint center and edge-lines as needed on village thoroughfares. If approved the approximate amount of \$57,200.00 shall be allocated from Highway Department general ledger account: 10-542-530-3540.

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.

CONDITIONAL USE PERMIT (CUP) APPLICATION

2/13/23 Plan Commission Meeting

Capstone Quadrangle Development Company / Capstone 41

Village Planner Report

Germantown, Wisconsin

Summary

Mike Faber, agent for Capstone Quadrangle Development Company and CQ WI 2021 LLC, property owner, is requesting approval of a Conditional Use Permit (CUP) to allow the maximum building height for Phase 2 of the Capstone 41 Business Park to exceed 45 feet.

Property Location: N128 W20955 Holy Hill Road (Holy Hill Gateway District - TID#7)

Applicant/

Property Owner: Mike Faber, Capstone Quadrangle
CQ WI 2021 LLC
W24222 Riverwood Drive
Waukesha, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Business/Industrial	M-1
South	Agricultural/Environmental	A-1
East	Business/Industrial	M-1
West	Industrial	M-1



Background/Proposal

In August 2021, the Plan Commission approved site development and building plans for Phase 1 of the 52.5-acre Capstone 41 Business Park, including a 203,580 sqft industrial building. At the January 2023 meeting, the Plan Commission approved site development and building plans for Phase 2 of the Capstone 41 Business Park including a 294,614 sqft industrial building with the following characteristics:

- 294,614 sqft single-story “spec” building
- Painted, insulated pre-cast concrete wall panels w/ smooth finish and multi-cream & brown color scheme (36’8” pre-cast panel wall height w/ 38’6” & 42’6” parapet wall height)
- aluminum storefront windows
- Thirty-seven (37) shipping & receiving loading dock bays (w/ room for an additional 33 dock bays) & four (4) overhead drive-in door bays

At the meeting, Mike Faber submitted a revised set of elevation plans requesting that the maximum height the building may need to be increased to 46’ 6” in order to accommodate an interior ceiling height from 32 to 36 feet at the request of a potential tenant.

The maximum height allowance of 45 feet in the M-1 District was discussed, as well as, the condition use permit provision under Section 17.33(3)(j) to exceed that maximum height subject to three (3) criteria:

Principal buildings exceeding a height of 45 feet provided that:

1. A new or expanded building should normally not exceed the height of any existing principal building(s) on an adjacent or opposing property (across the street) if the height of the new building will be greater than twice the height of the nearest, tallest existing building;
2. The site design and architecture of the new or expanded building includes additional setback, and, variation or articulation of the wall and roof components of the new or expanded building to provide a transition in height; and
3. The new or expanded building is not on property that is adjacent to a residential zoning district or other established residential area.

The Plan Commission then approved the revised plan set subject to ten (10) conditions, including the following:

Condition #9: If the proposed wall height exceeds 45 feet a conditional use permit will be required pursuant to Section 17.33(3)(j) of the zoning code to exceed a building height over 45 feet; and

Condition #10: If the building is raised to the higher elevation and second-story windows are required/wanted then the applicant should bring the revised elevations back to Plan Commission for review and approval.

At this time, Faber is requesting CUP approval to increase the maximum building height 18 inches to 46 feet 6 inches as shown in the approved architectural plan set dated December 13, 2022.

In his January 11, 2023 letter (copy attached), Faber discusses how the maximum height of 46'6" only occurs at three points along the outer perimeter of the building (at the two corner and one center office entrance points) totaling 10% of the building perimeter. Faber also details how the three criteria required under 17.33(3)(j) summarized above will be met.

Staff Comments

Staff supports the request to allow the maximum building height to be increased to 46'6" as proposed.

VILLAGE STAFF RECOMMENDATIONS

APPROVE a conditional use permit (CUP) to Capstone Quadrangle Development Company and CQ WI 2021 LLC, property owner, to allow the maximum building height for the 294,614 sqft Phase 2 building to be increased to 46 feet 6 inches subject to the following conditions:

1. If further exterior revisions to the building are required as a result of the increased height, including but not limited to the addition of additional windows for a second story office, revised building and elevation plans shall be reviewed and approved by the Plan Commission prior to construction of said exterior building revisions.
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.
3. This CUP shall constitute a restriction/allowance of use on the property and shall run in perpetuity.



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 CAPSTONE DEVELOPMENT COMPANY N17 W24222 RIVERWOOD DRIVE SUITE 160 WAUKESHA, WI 53188-1134 Phone (262) 523-1122 Fax () E-Mail <u>mike@capstonequadrangle.com</u>	PROPERTY OWNER CQ WI 2021, LLC % CAPSTONE QUADRANGLE N17 W24222 RIVERWOOD DRIVE SUITE 160 WAUKESHA, WI 53188-1134 Phone (262) 523-1122
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2 **TO WHOM SHOULD THE PERMIT BE ISSUED?**
CQ WI 2021, LLC

3 PROPERTY ADDRESS <u>N128 W20955 HOLY HILL ROAD, GERMANTOWN</u> <u>WI 53076</u>	TAX KEY NUMBER <u>GTUN 181979</u>
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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.
Agricultural-crop fields, but earthwork and foundations in place pursuant to early start permit.

5 **DESCRIPTION OF PROPOSED OPERATION**
Write the name of the proposed conditional use exactly as it appears in the Municipal Code
17.33(3)(j) Principal Buildings exceeding a height of 45 feet provided that: (CR Ord. #31-07)
Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.
Per drawings submitted in Plan Commission review and approval, we are requesting to exceed the height limit in this M-1 zoning district (45'-0") by 18" to a height in certain defined locations of 46'-6". See attached narrative.

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See attached legal description.

7 SUPPORTING DOCUMENTATION:

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

Elevations already submitted to Plan Commission

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

☒ setback Exhibit.

☒ Narrative description and Municipal Code analysis.

8 READ AND INITIAL THE FOLLOWING:

MAJ 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.

MAJ 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.

MAJ 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.

MAJ 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!

Michael Faber 1/11/2023
Applicant Date
(Principal)

Michael Faber 1/11/2023
Owner (Manager) Date
by: Capstone Germantown LLC, a
co-managing member
by: Michael Faber, its: Manager



January 11, 2023

Mr. Jeffrey W. Retzlaff, AICP
Community Development Director
Village of Germantown
N112W17001 Mequon Road
Germantown, Wisconsin 53022-0337

RE: **Capstone 41 – Phase II:** CUP Request: GTVN 181979
N128 W20955 Holy Hill Road, Germantown Wisconsin
Narrative addressing conditions for exceeding the zoning height restriction

Dear Jeff:

As a component of Village consideration of our request for a Conditional Use Permit to allow the building height to exceed the 45'-0" permitted by the zoning district M-1 by 18 inches in certain limited locations as noted in our drawings, please see below our conclusions regarding how we satisfy all 3 of the conditions:

1. A new or expanded building should normally not exceed the height of any existing principal building(s) on an adjacent or opposing property (across the street) if the height of the new building will be greater than twice the height of the nearest, tallest existing building; **Our request does not come anywhere near being twice the height of the nearest tallest existing building. In general our request only exceeds the permitted height by 3.3% and even then, only on about 10% of the building perimeter. Our design is only about 10% to 14% taller than the majority of new industrial buildings in the vicinity. We conclude this condition is satisfied.**
2. The site design and architecture of the new or expanded building includes additional setback, and, variation or articulation of the wall and roof components of the new or expanded building to provide a transition in height; **Please see attached setback exhibit. This shows that on the north, our building provides 2.3 times the required setback, and on the west, provides 8.0 times the required setback, and on the south provides 1.8 times the required setback. Further, the building design provides variation and articulation of both the walls (panel overlaps, panel returns/notches, window patterning, surface reveal patterns, and roof height (3 different panel heights). We conclude this condition is satisfied.**

3. The new or expanded building is not on property that is adjacent to a residential zoning district or other established residential area. **As noted on our Plan Commission Application regarding adjacent uses, it is our understanding that all adjacent properties to our site are neither residential zoning nor established residential primary use. We conclude this condition is satisfied.**

We feel it is important to note that only 10% of the building perimeter edge (panels) would exceed the 45' height; in our design, these only occur at the two west side main corner "office" entrance elements and the center entrance element. The design intent is to give slightly more prominence to the primary entrances so that the architectural vocabulary communicates "entrance" effectively, as well as providing architectural interest. Given the explanation that you provided regarding the origin of this height restriction and conditional use method, where the excess height requested was over 20 feet taller than the 45' limitation, we consider it significant that our request is **only 18 inches taller** (3.3%) than the 45' permitted height. For the vast majority of people in the vicinity, the difference of 18 inches will not be perceptible. It is **a very minor deviation from the 45' norm in the zoning, and even then, only applicable to 10% of the building perimeter.**

Regards,
For CQ WI 2021, LLC

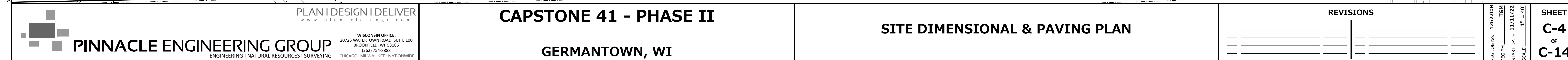
A handwritten signature in blue ink, appearing to read "Michael Faber", with a stylized flourish at the end.

Michael Faber
Principal



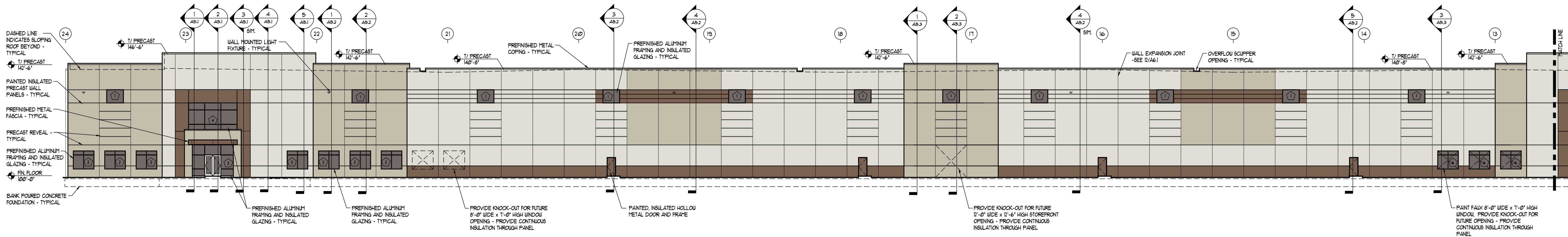
FOR REVIEW

© COPYRIGHT 2019

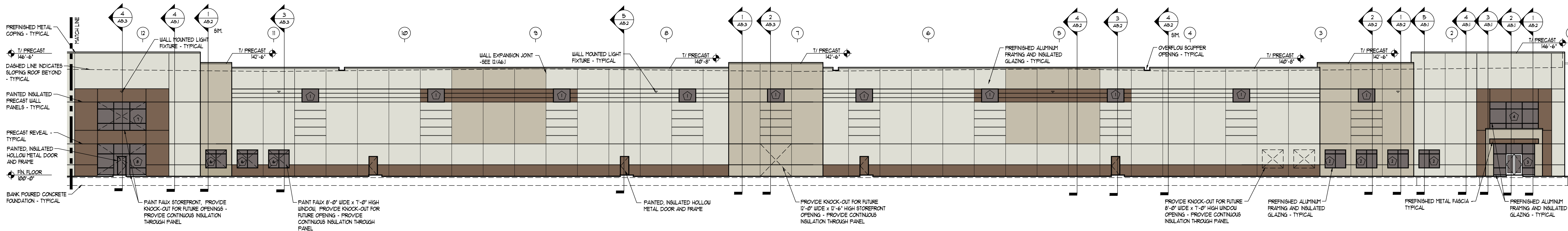


Legal Description LOT 2 of CSM 7248

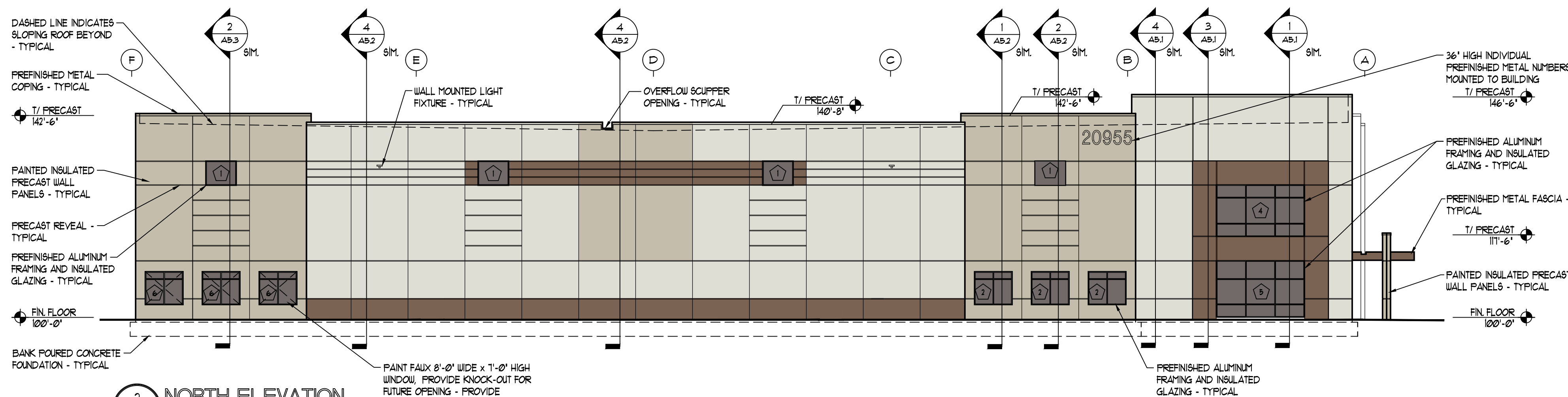
All of Lot 2 of Certified Survey Map No. 7248, as recorded in the Register of Deeds office for Washington County as Document No. 1571463, located in the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin



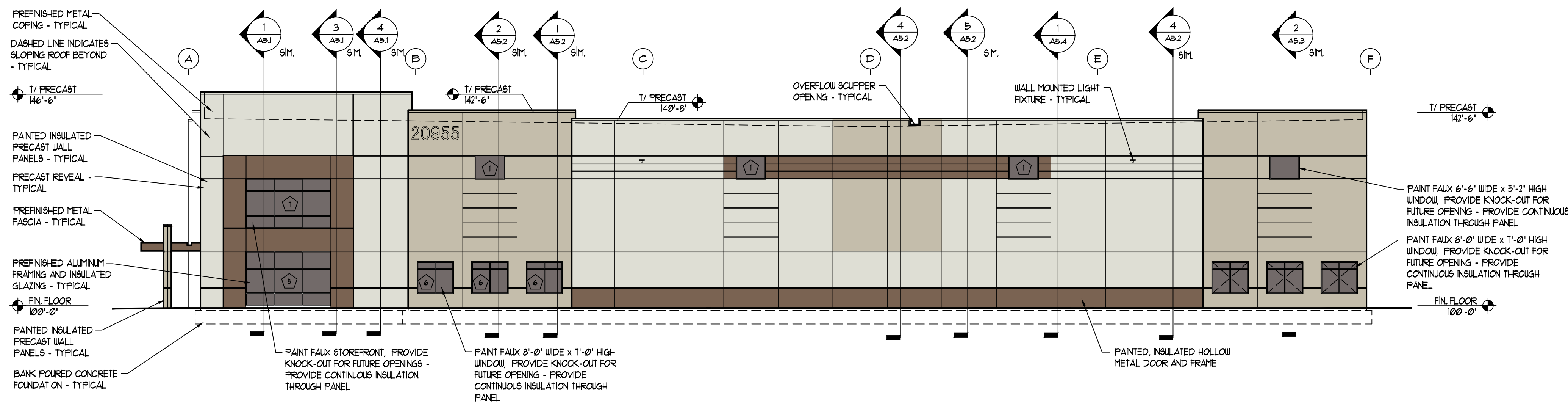
1 WEST ELEVATION
1/16" = 1'-0"



2 NORTH ELEVATION
1/16" = 1'-0"



3 SOUTH ELEVATION
1/16" = 1'-0"

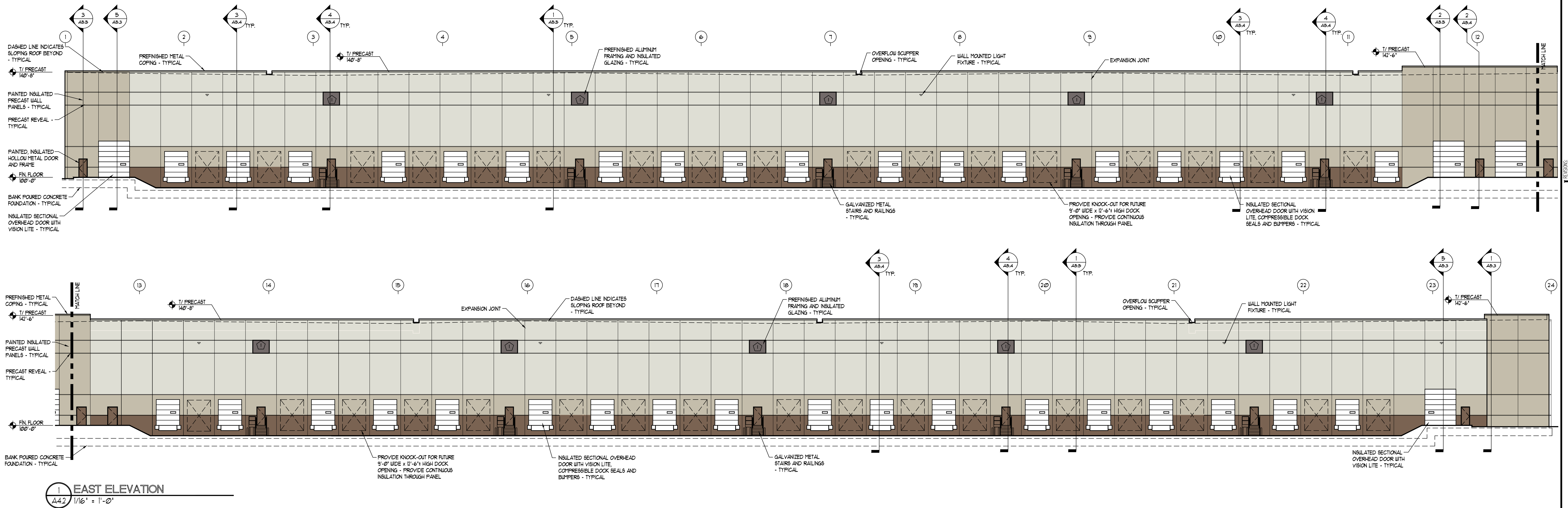


EXTERIOR FINISHES:

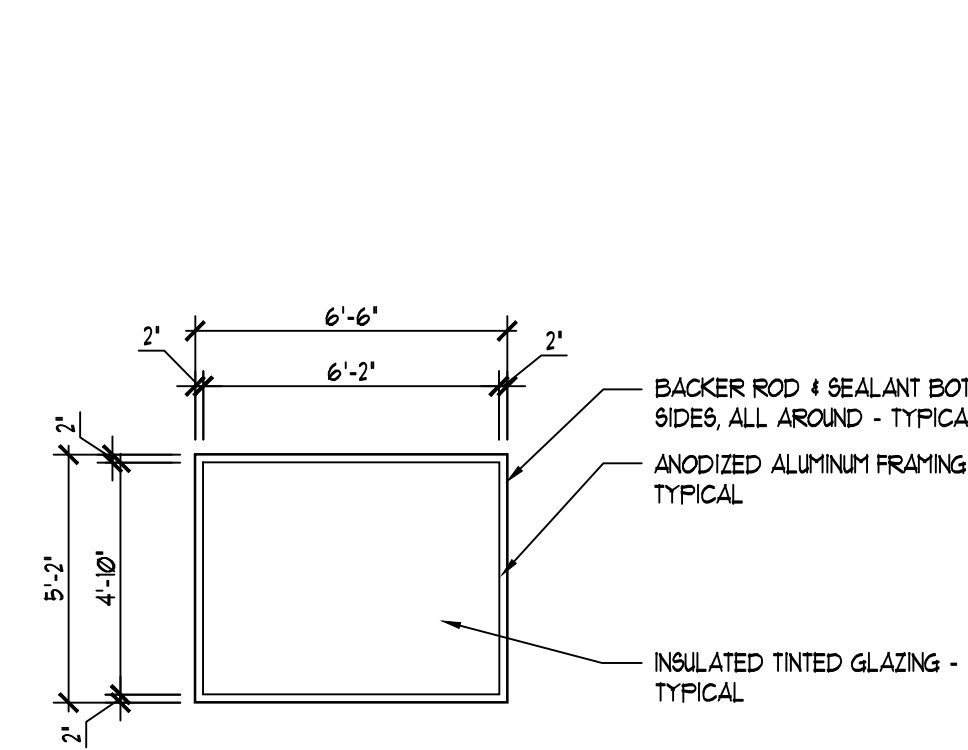
- PANT COLORS:
- COLOR 1 (LIGHT FIELD COLOR, CANOPY BOFFIT)
SHERWIN-WILLIAMS
COLOR: SW 6064 RETICENCE
- COLOR 2 (MEDIUM ACCENT COLOR)
SHERWIN-WILLIAMS
COLOR: SW 6066 SAND TRAP
- COLOR 3 (DARK ACCENT COLOR, UPPER BOFFITS)
SHERWIN-WILLIAMS
COLOR: SW 6046 SUNG BROWN
- INSULATED GLASS: GRAY TINTED
- COLOR 4 (FAUX GLASS COLOR)
SHERWIN-WILLIAMS
COLOR: SW 6994 GREENBLACK
- COLOR 5 (FAUX ALUMINUM FRAME COLOR)
SHERWIN-WILLIAMS
COLOR: T80
- ROOF COPING COLORS:
- COLOR 1 (ADJACENT LIGHT FIELD + MEDIUM ACCENT COLOR)
PAC-CLAD
COLOR: SIERRA TAN
- WINDOW FRAMES: CLEAR ANODIZED ALUMINUM
- OVERHEAD DOORS: PREFINISHED ALUMINUM, WHITE
- EXTERIOR STAIRS: GALVANIZED STAIRS + RAILINGS

GENERAL NOTES:

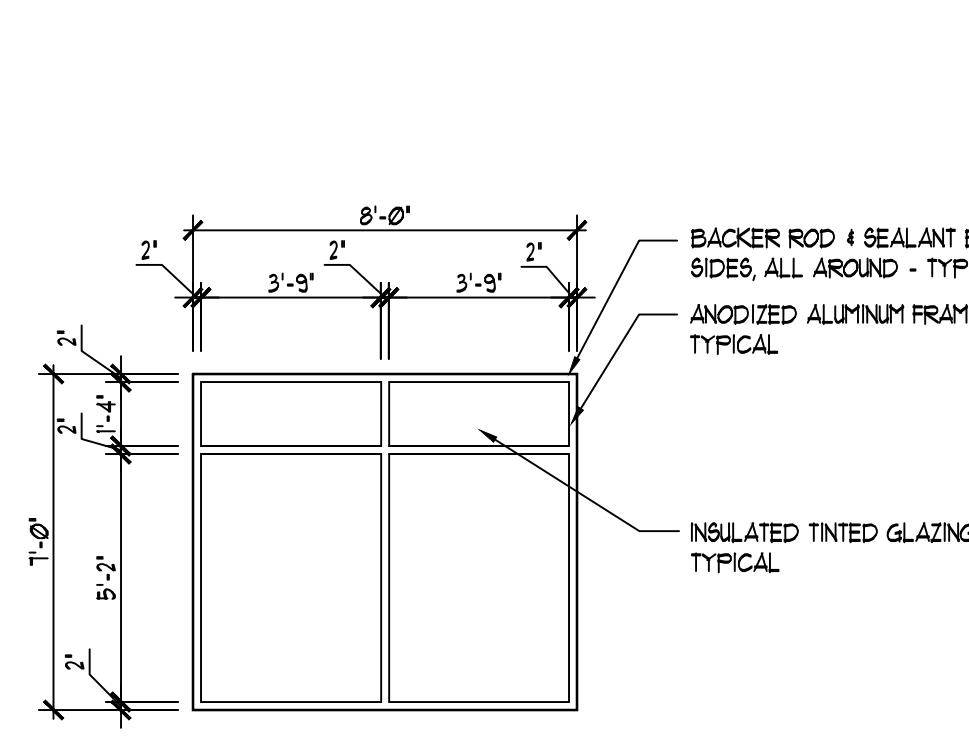
1. NO ROOF TOP UNITS WILL BE INSTALLED FOR THE CONSTRUCTION OF THE SHELL BUILDING. THE FUTURE TENANT BUILD-OUTS UNDER A SEPARATE PERMIT SUBMITTAL WILL PROVIDE ROOF TOP LOCATIONS AND SIGHTLINE DIAGRAM TO SHOW SCREENING COMPLIANCE. ROOF TOP UNITS SHALL BE SCREENED BY LINE OF SIGHT AT 5' ABOVE GRADE FROM THE PROPERTY LINE OR CENTERLINE OF THE ADJACENT STREET ON ALL SIDES OF THE BUILDING.



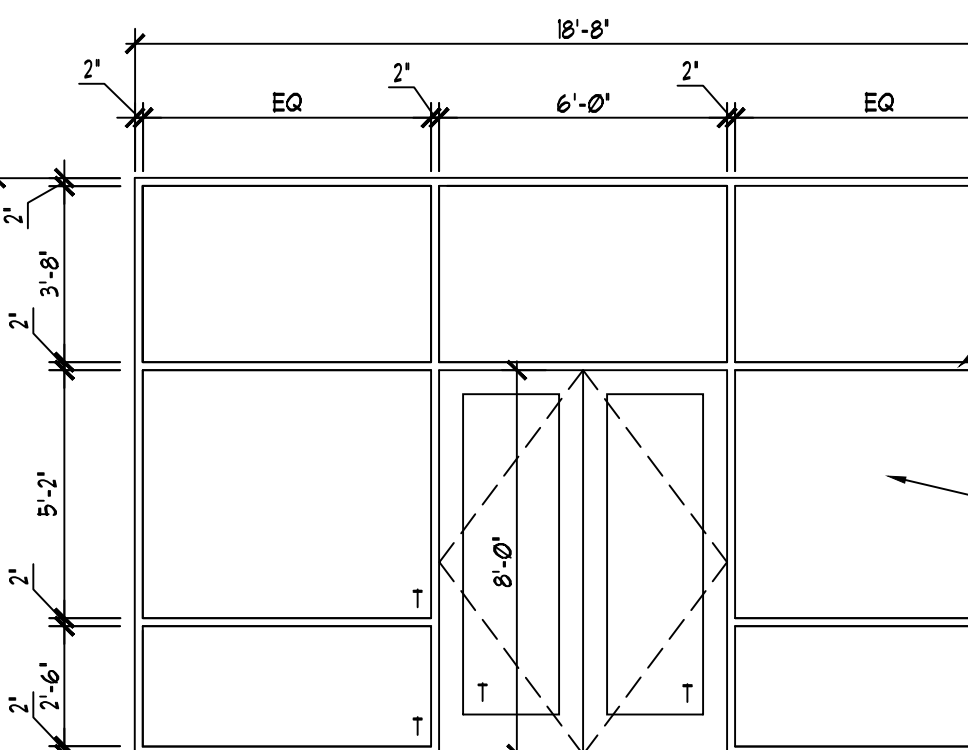
1 EAST ELEVATION
A4.2 1/16" = 1'-0"



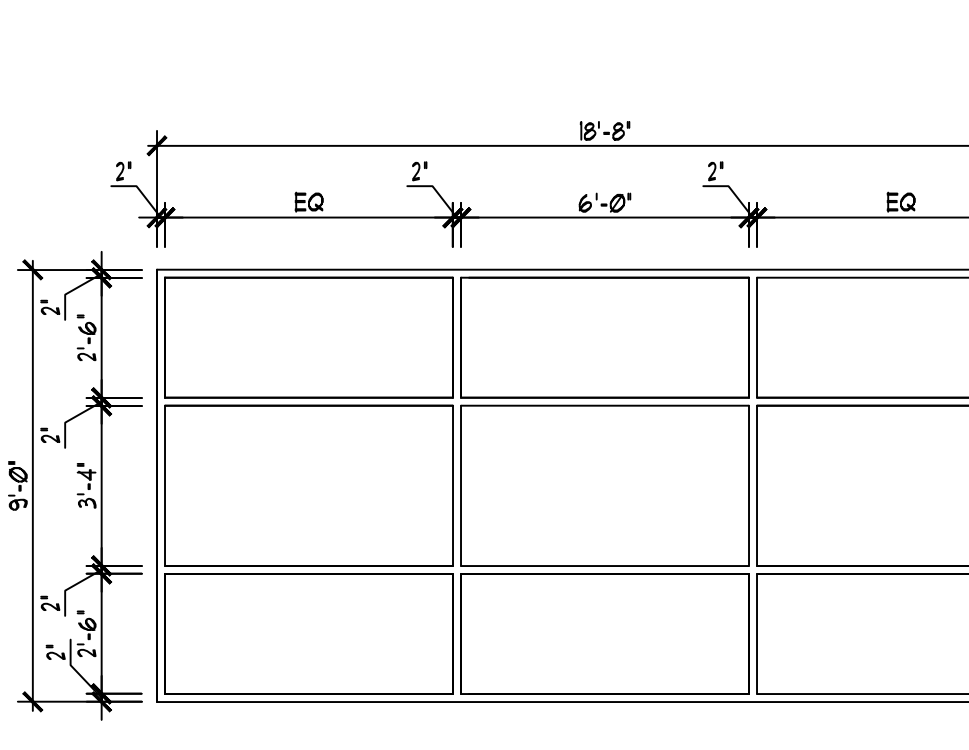
2 TYPE 1 ALUM. FRAME ELEV.
A4.2 1/4" = 1'-0"



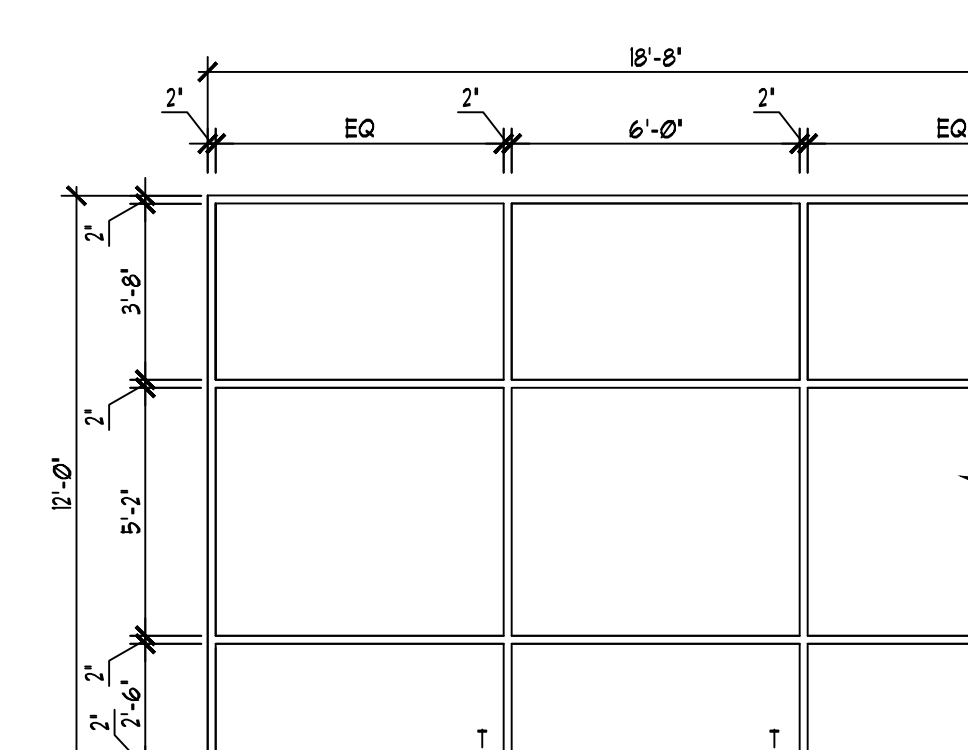
3 TYPE 2 ALUM. FRAME ELEV.
A4.2 1/4" = 1'-0"



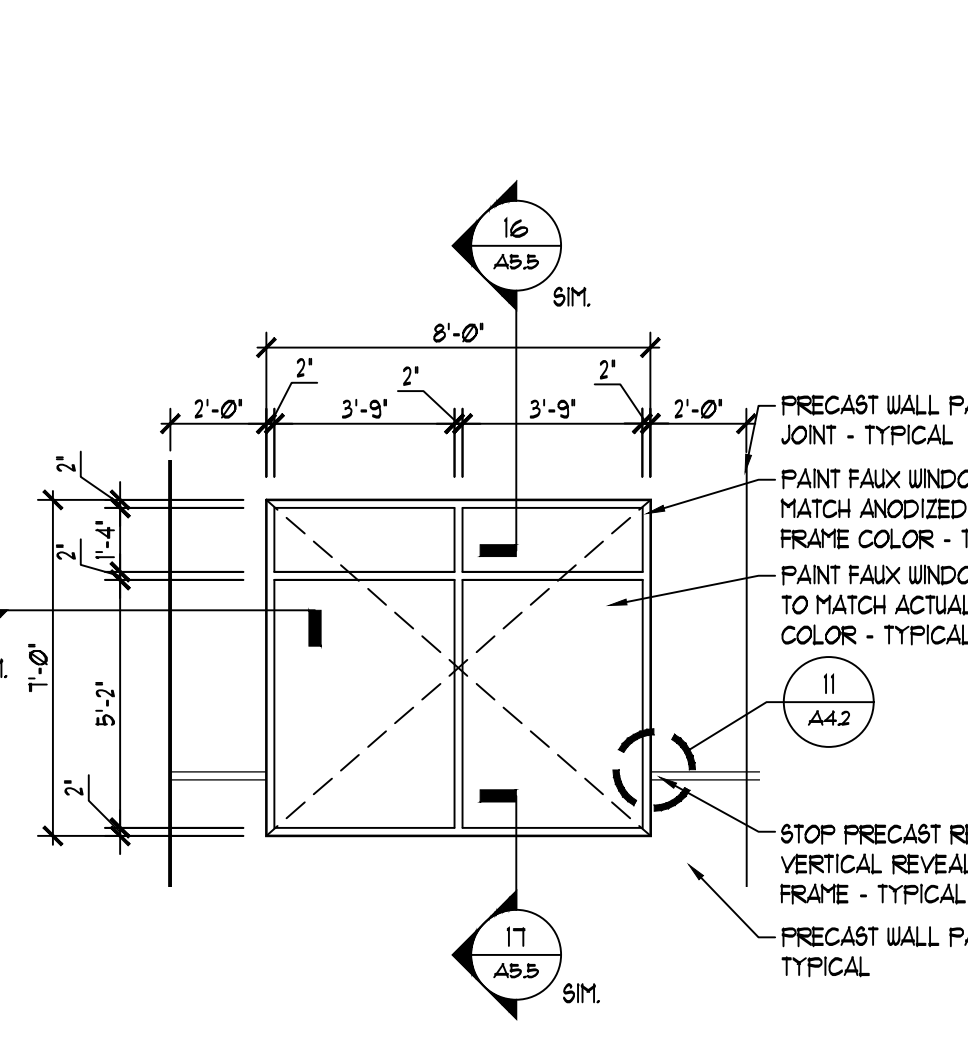
4 TYPE 3 ALUM. FRAME ELEV.
A4.2 1/4" = 1'-0"



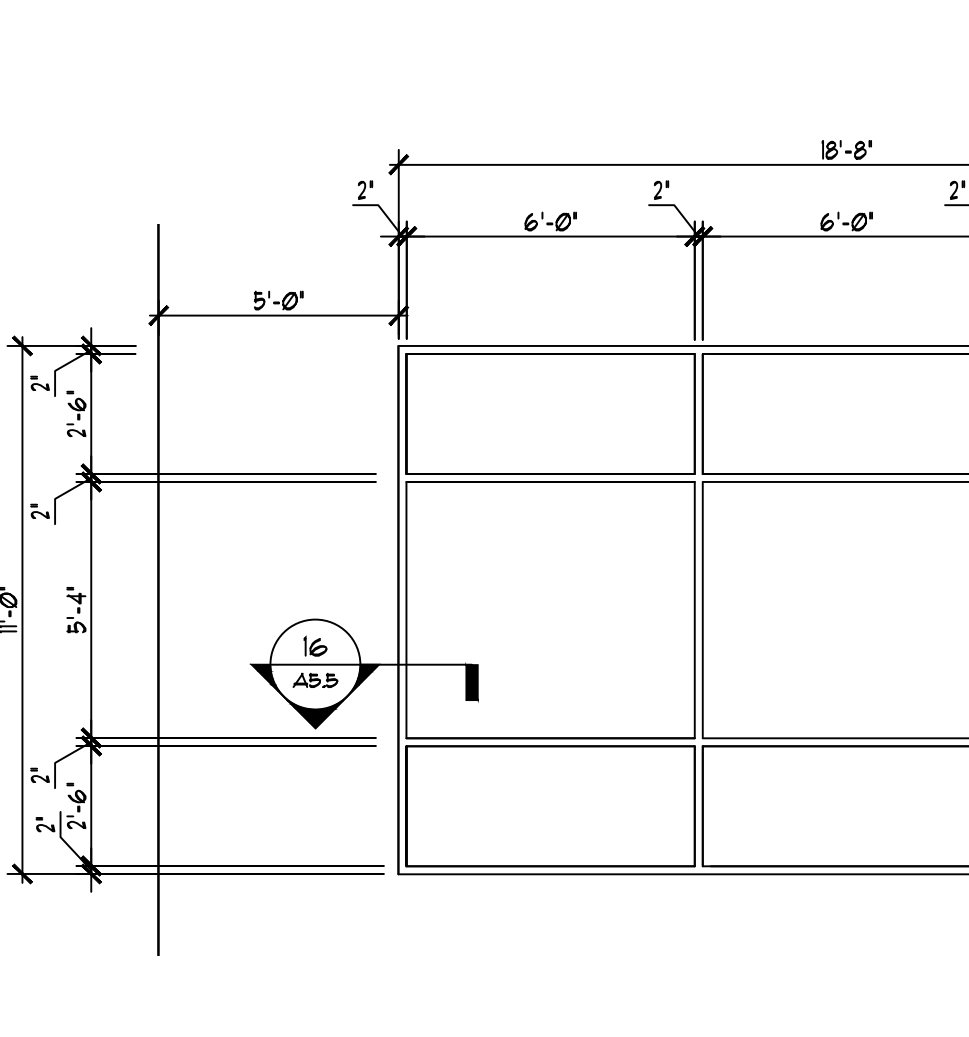
5 TYPE 4 ALUM. FRAME ELEV.
A4.2 1/4" = 1'-0"



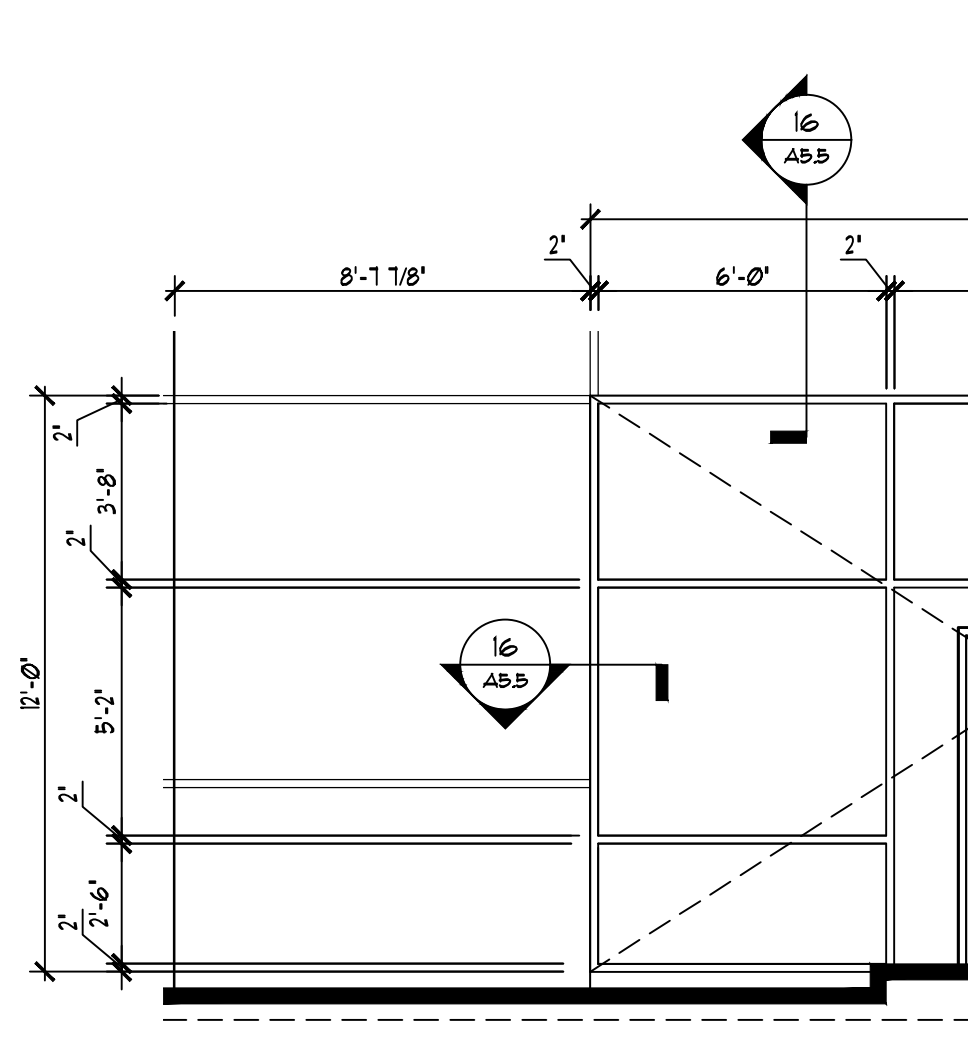
6 TYPE 5 ALUM. FRAME ELEV.
A4.2 1/4" = 1'-0"



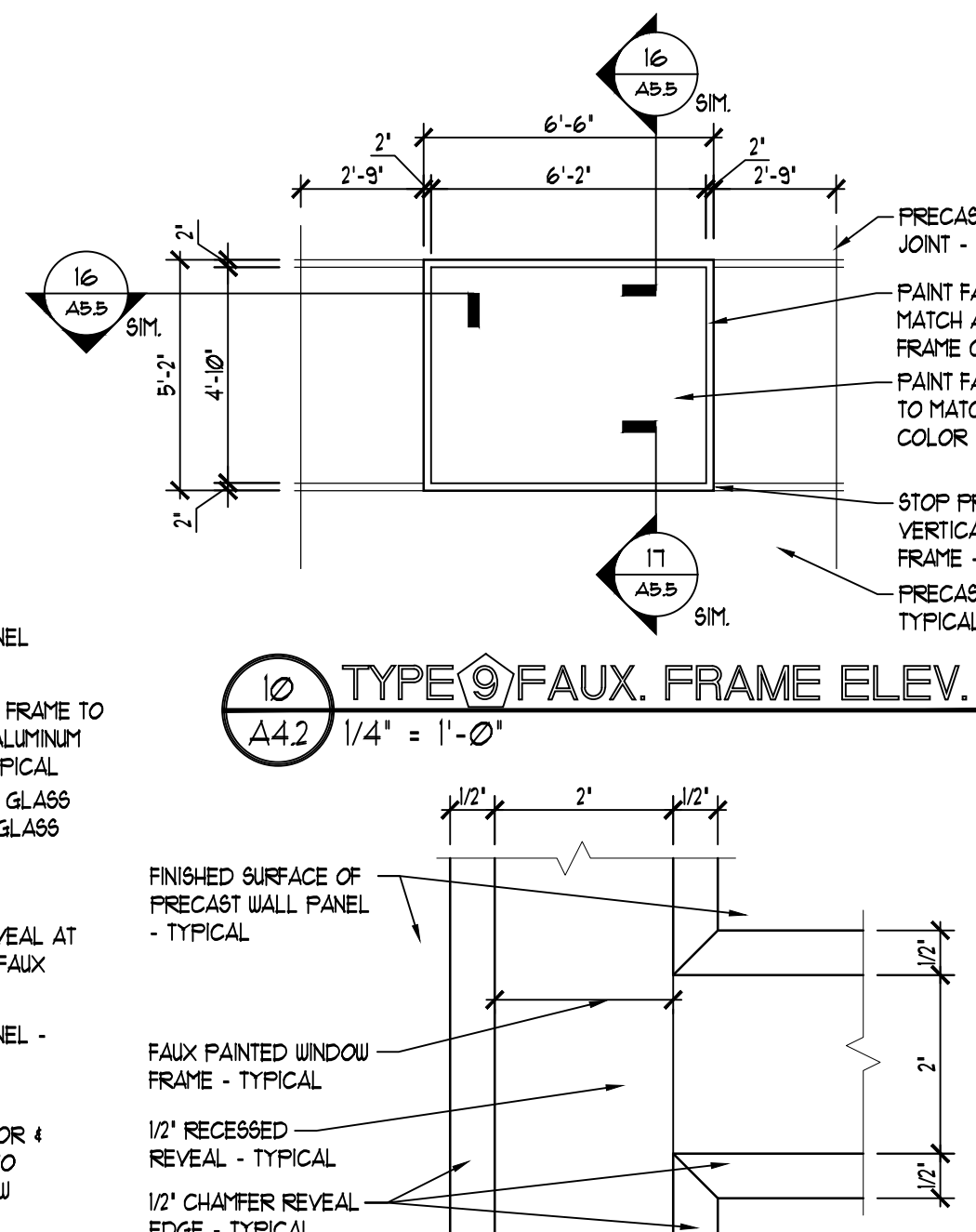
7 TYPE 6 FAUX. FRAME ELEV.
A4.2 1/4" = 1'-0"



8 TYPE 7 FAUX. FRAME ELEV.
A4.2 1/4" = 1'-0"



9 TYPE 8 FAUX. FRAME ELEV.
A4.2 1/4" = 1'-0"



10 TYPE 9 FAUX. FRAME ELEV.
A4.2 1/4" = 1'-0"



11 REVEAL ELEVATION DETAIL
A4.2

CERTIFIED SURVEY MAP (CSM) APPLICATION

2/13/23 Plan Commission Meeting

3DT Land Company LLC / Algonquin Company LLC

Village Planner Report

Germantown, Wisconsin

Summary

Paul Sacotte, agent for 3DT Land Company LLC and Todd Kolosso, agent for the Algonquin Company LLC, property owners in the Germantown Industrial Park are seeking approval of a 2-lot Certified Survey Map (CSM) to relocate the common property line between their respective parcels each containing an existing multi-tenant industrial building located at N114 W18850 Clinton Drive and N115 W18835 Edison Drive.

Location: N114 W18850 Clinton Drive & N115 W18835 Edison Drive

Property Owners: Paul Sacotte
3DT Land Company LLC
N114 W18850 Clinton Dr
Germantown, WI

Todd Kolosso
Algonquin Company LLC
4320 Cedar Creek Road
Slinger, WI

Current 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



Proposal

Paul Sacotte, agent for 3DT Land Company LLC and Todd Kolosso, agent for the Algonquin Company LLC, property owners in the Germantown Industrial Park are seeking approval of a 2-lot Certified Survey Map (CSM) to relocate the common property line between their respective parcels each containing an existing multi-tenant industrial building located at N114 W18850 Clinton Drive and N115 W18835 Edison Drive.

Staff Comment

The purpose for the CSM is accommodate a request by the owners to re-divide the common lot line between the two buildings. The Village of Germantown requires a CSM for all “lot line adjustments” or “boundary modifications”. The parcels are currently zoned M-1: Limited Industrial and the CSM is consistent with the M-1 Zoning District requirements.

Staff recommends that a cross-access easement be recorded given that the two parcels share exiting parking and driveways between the two parcels and that straddle the common lot line.

Village Engineer/Public Works Department

The Village’s engineering consultant has identified a couple of minor technical corrections in a memo dated December 28, 2022 (copy attached). The engineer is requesting that evidence be provided of the dedication of public right-of-way as shown on the CSM.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the 3DT Land Co LLC & Algonquin Co LLC properties located at N114 W18850 Clinton Drive & N115 W18835 Edison Drive for the purpose of legally recording a lot line adjustment, subject to the following conditions:

1. All technical issues and plan correction identified by the Village’s engineering consultant memo dated December 28, 2022 shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.
2. A cross-access easement between the two parcels allowing the continuation of access across each other shall be prepared and recorded prior to or concurrent with recording of the CSM. Said easement agreement shall be reviewed and approved by the Village Attorney prior to recording.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

December 28, 2022

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Algonquian Company and Marquette Development Company CSM Review

Certified Survey Map

Applicant or Owner: Algonquian Company and Marquette Development Company
Land Surveyor/Firm: Donald J. Thoma / Accurate Surveying & Engineering, LLP

1. Identify documents used to previously dedicate the road right of ways for Edison Drive, Maple Road and Clinton Drive.
2. The last paragraph of the Surveyor's Certificate should reference "Chapter 18 of the Village of Germantown Subdivision Control Ordinance".

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

Sincerely,



Burt J. Naumann, PLS
Senior Vice President



Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid \$ Date 11/28/22

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT
PAUL SACOTTE
3 DT LLC
N114W18850 CLINTON DRIVE
GERMANTOWN
Phone (262) 253-6700 x 11
Fax ()
E-Mail PSACOTTE@3DTLLC.COM

PROPERTY OWNER
The Algonquin Company
PO Box 235
Menomonee Falls, WI 53052
Phone (414) 881-6173

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

N114W18850 Clinton Drive, Germantown WI 53022	GTNV 204972
---	-------------

3 PURPOSE OF LAND SPLIT

Creating Straight Tax -key boundary	Will the land split require rezoning?	
	No	
	From	To

4 READ AND INITIAL THE FOLLOWING:

TPK I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

TPK I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

TPK I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

TPK I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Paul Sacotte 11-21-22 Will PK 11/21/22
Applicant Date Owner Date

Washington County Certified Survey Map

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North,
Range 20 East, Village of Germantown, Washington County,
Wisconsin.

M-1 zoning (subject to change)

Front - 30'

Side - 10'

Rear - 25'

Wetlands - 25'

Parcel 1

CSM No. 995

CSM No. 1518

Lot 2

CSM No. 3258

Sheet 1 of 5

Edison Drive

East quarter corner

Sec. 20-9-20

conc./mon. brass cap found

N:453,210.72

E:2,463,464.12

(State Plane Coordinates

South Zone NAD83/2011)

S 02°55'49" E
333.41'

S 89°53'49" W
65.08'

(r.a. S 89°53'44" W)

Lot 1
1.7686 Acres
77,039 Sq. Ft.
M-1 zoning

Lot 2
1.7826 Acres
77,651 Sq. Ft.
M-1 zoning

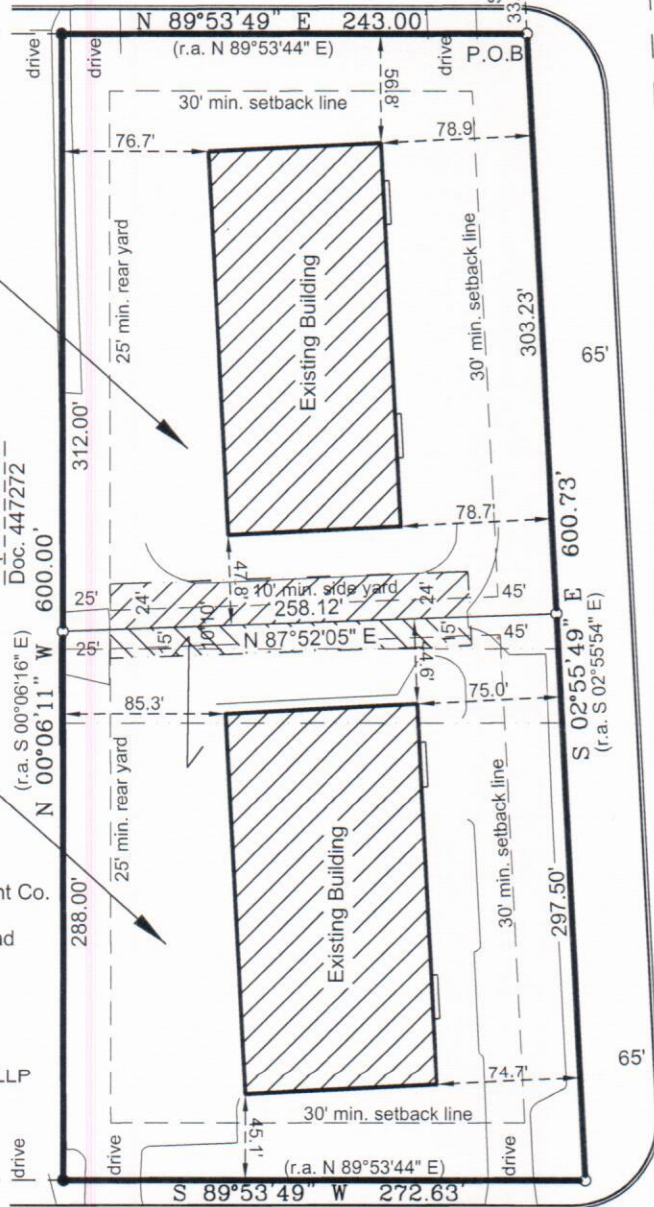
Subdividers:

Algonquian Company
and
Marquette Development Co.
% Todd Kolosso
4320 Cedar Creek Road
Slinger, WI 53086

Surveyor:

Donald J. Thoma
Accurate Surveying &
Engineering, LLP
2911 Wildlife Lane
Richfield, WI 53076

unplatted lands
Doc. 447272



(r.a.) - means "recorded as"

P.O.B. - means "Point of Beginning".

● - indicates 1.3"od iron pipe found
unless noted.

○ - indicates 1.3" od x 18" iron
pipe weighing 1.68 lbs./ft. set.

0 50 100 200

Scale in feet

1" = 100'

CSM No. 2168

- Lot 1 easement area.

- Lot 2 easement area.

Bearings are referenced to the
Wisconsin State Plane
Coordinate Grid System, South
Zone (NAD83/2011). The east
line of the SE 1/4 of Sec. 20-9-20
has a grid bearing of S 02°55'49"
E.

The right-of-ways for Maple Road,
Clinton Drive and Edison Drive
are owned by the original
developer - Village of
Germantown.

CSM No. 1973

Clinton Drive

Parcel 2

CSM No. 1501

Parcel 1

CSM No. 1501

Parcel 1

CSM No. 1918

Location Sketch

SE 1/4 Section 20-9-20

Scale: 1" = 2000'

Edison Drive

Clinton Drive

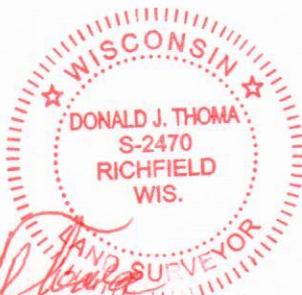
Mequon Rd.

Southeast corner

Sec. 20-9-20

conc.mon./brass
cap found

1658.32'
S 02°55'49" E 2658.54'
east line of the SE 1/4



Donald J. Thoma, S-2470

Dated this 28th day of November, 2022.
Revised this 7th day of February, 2023.

This instrument was drafted by Donald J. Thoma, S-2470

Washington County Certified Survey Map

Sheet 2 of 5

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North,
Range 20 East, Village of Germantown, Washington County,
Wisconsin.

Surveyor's Certificate:

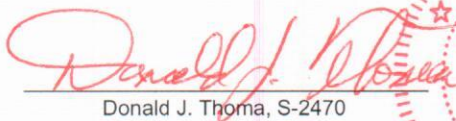
I, Donald J. Thoma, Professional Land Surveyor, hereby certify that by the direction of Todd Kolosso, I have surveyed, divided and mapped the land shown and described hereon, part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

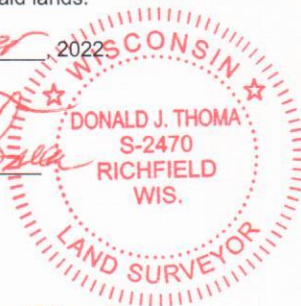
Commencing at the East Quarter corner of said Section 20; thence S 02°55'49" E, along the east line of said SE 1/4 and the centerline of Maple Road, 333.41 feet, to the intersection of the centerline of Edison Drive; thence S 89°53'49" W, along said centerline of Edison Drive, 65.08 feet, to the intersection of the westerly right-of-way extension of said Maple Road; thence S 02°55'49" E, along said right-of-way line extension, 33.04 feet, to the intersection of the south right-of-way line of said Edison Drive and the point of beginning of lands herein described; thence continuing S 02°55'49" E, along said westerly right-of-way line of Maple Road, 600.73 feet, to the intersection of the north right-of-way line of Clinton Drive, thence S 89°53'49" W, along said north right-of-way line of Clinton Drive, 272.63 feet; thence N 00°06'11" W, 600.00 feet, to a point in said south right-of-way line of Edison Drive; thence N 89°53'49" E, along said south right-of-way line of Edison Drive, 243.00 feet, to the point of beginning.

Containing 3.551 acres (154,690 square feet) more or less.

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

Dated this 28th day of November, 2022.


Donald J. Thoma, S-2470



Corporate Owner's Certificate:

Algonquian Company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner of Lot 2, does hereby certify that said corporation caused the land on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map.

Algonquian Company, does further certify that this Certified Survey Map is required by sec. 236.34 of Wisconsin Statutes to be submitted to the following for approval.

Village of Germantown Plan Commission

Village of Germantown Village Board

IN WITNESS WHEREOF, Algonquian Company, has caused these presents

to be signed by Todd Kolosso, its Officer,

at _____, Wisconsin,

and its corporate seal to be hereunto affixed this _____ day of _____, 202__.

In the presence of:

Algonquian Company

Corporate Name

Officer

Todd Kolosso

(Print)

STATE OF WISCONSIN)

WASHINGTON COUNTY)s.s

Personally came before me this _____ day of _____, 202__, _____

Officer of the above named corporation, to me known to be the persons who

executed the foregoing instrument, and to me known to be such Officer of said corporation, and acknowledge that they

executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

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

My commission expires _____

Washington County Certified Survey Map

Sheet 3 of 5

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North,
Range 20 East, Village of Germantown, Washington County,
Wisconsin.

Consent of Corporate Mortgage:

_____, a corporation duly organized and existing under and by virtue
of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to
the surveying, dividing and mapping of the land described on this Certified Survey Map,
and does hereby consent to the above certificate of Algonquian Company, owner of Lot 2.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed
by _____, its President, and countersigned by _____,
its Secretary(cashier), at _____, Wisconsin, and its corporate seal to be hereunto
affixed this ____ day of _____, 202__.
In the presence of:

Corporate Name _____(Corporate Seal)

President Secretary or Cashier Date

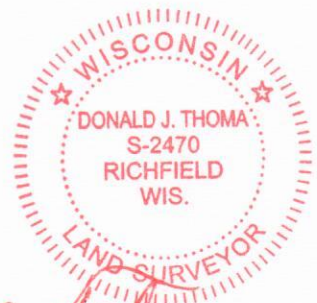
STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s.

Personally came before me this ____ day of _____, 202__.

President, and _____, Secretary(cashier) of the above named corporation, to me
known to be the persons who executed the foregoing instrument, and to me known to be such President and
Secretary(cashier) of said corporation, and acknowledge that they executed the foregoing instrument as such
officers as the deed of said corporation, by its authority.

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

My commission expires _____



Donald J. Thoma
Donald J. Thoma, S-2470

Dated this 28th day of November, 2022.

Washington County Certified Survey Map

Sheet 4 of 5

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North,
Range 20 East, Village of Germantown, Washington County,
Wisconsin.

Corporate Owner's Certificate:

Marquette Development Co., a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner of Lot 1, does hereby certify that said corporation caused the land on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map.

Marquette Development Co., does further certify that this Certified Survey Map is required by sec. 236.34 of Wisconsin Statutes to be submitted to the following for approval.

Village of Germantown Plan Commission

Village of Germantown Village Board

IN WITNESS WHEREOF, Marquette Development Co., has caused these presents

to be signed by Todd Kolosso, its Officer,

at _____, Wisconsin,

and its corporate seal to be hereunto affixed this _____ day of _____, 202__.

In the presence of:

Marquette Development Co.

Corporate Name

Officer

Todd Kolosso

(Print)

STATE OF WISCONSIN)

WASHINGTON COUNTY)s.s

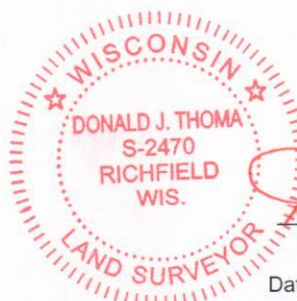
Personally came before me this _____ day of _____, 202__, _____

Officer of the above named corporation, to me known to be the persons who

executed the foregoing instrument, and to me known to be such Officer of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

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

My commission expires _____



Donald J. Thoma, S-2470

Dated this 28 day of November, 2022.

Washington County Certified Survey Map

Sheet 5 of 5

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North,
Range 20 East, Village of Germantown, Washington County,
Wisconsin.

Consent of Corporate Mortgage:

_____, a corporation duly organized and existing under and by virtue
of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to
the surveying, dividing and mapping of the land described on this Certified Survey Map,
and does hereby consent to the above certificate of Marquette Development Co., owner of Lot 1.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed
by _____, its President, and countersigned by _____,
its Secretary(cashier), at _____, Wisconsin, and its corporate seal to be hereunto
affixed this ____ day of _____, 202__.
In the presence of:

Corporate Name _____ (Corporate Seal)

President Secretary or Cashier Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s.

Personally came before me this ____ day of _____, 202__.

President, and _____, Secretary(cashier) of the above named corporation, to me
known to be the persons who executed the foregoing instrument, and to me known to be such President and
Secretary(cashier) of said corporation, and acknowledge that they executed the foregoing instrument as such
officers as the deed of said corporation, by its authority.

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

My commission expires _____

Village of Germantown Plan Commission Approval:

This Certified Survey Map is hereby approved by the Planning Commission of the Village
of Germantown on this ____ day of _____, 202__.

Dean Wolter - Chairperson

Laura A. Johnson - Secretary

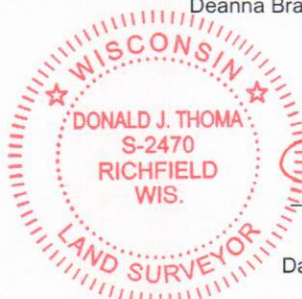
Village of Germantown, Village Board Approval:

This Certified Survey Map, being part of the NE 1/4 of the SE 1/4 all in Section 20, Township 9 North,
Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the
Planning Commission being the same, is hereby approved and accepted by the Village Board of
Trustees of the Village of Germantown on

this ____ day of _____, 202__.

Dean Wolter - Village President

Deanna Braunschweig - Village Clerk



Donald J. Thoma
Donald J. Thoma, S-2470

Dated this 28th day of November, 2022.

CROSS-ACCESS EASEMENT AGREEMENT

This Cross-Access Easement Agreement (“Agreement”) is entered into on this _____ day of February, 2023, by and between the **Marquette Development Co., a partnership**, (“Grantor 1”) and by the **Algonquian Company, LLC**, a Wisconsin limited liability company (“Grantee 1”); and by and between the **Algonquian Company, LLC**, a Wisconsin limited liability company (“Grantor 2”) and **Marquette Development Co., a partnership**, (“Grantee 2”).

RECITALS:

A. Grantor 1/Grantee 2, Marquette Development Co., a partnership, is the owner of improved real property, commonly known with address of N115W18835 Edison Drive, located in the Village of Germantown, Wisconsin, and with Parcel Identification Number, GTNV 204971, which is more particularly described on EXHIBIT 1, attached and incorporated by reference as if fully set forth herein, and which real property will be identified as Lot 1 (“Lot 1”).

B. Grantor 2/Grantee 1, Algonquian Company, LLC, is the owner of improved real property, commonly known with address of N115W18850 Clinton Drive, located in the Village of Germantown, Wisconsin, and with Parcel Identification Number, GTNV 204972, which is more particularly described on EXHIBIT 1, attached and incorporated by reference as if fully set forth herein, and which real property will be identified as Lot 2 (“Lot 2”).

C. Lot 1 and Lot 2 are abutting commercial lots, each with asphalt parking lots and driveways.

D. In anticipation of a sale of Lot 2, a Certified Survey Map (“CSM”) was drafted to clarify boundary lot lines. The Village of Germantown (“Village”) is requiring the creation of this cross-access easement. EXHIBIT 2 includes a red-outlined and yellow highlighted area and that is more particularly described on EXHIBIT 3, which shall be the easement property (“Easement Area”).

E. In order to comply with the condition imposed by the Village for the approval of the submitted CSM, Grantor 1 and Grantor 2 desire to create and record this Cross-Access Easement for the reciprocal benefits (and burdens) of Lot 1 and Lot 2, by subjecting Lot 1 and Lot 2 to the terms, conditions, reservations, covenants, rights, and obligations contained in this Agreement, with the intent of providing limited access to each Lot for the purpose of maintenance and repairs of the Easement Area and the respective improvements on Lot 1 and Lot 2.

F. The parties acknowledge that:

- (i) the Lot 1 burdened Easement Area is an improvement, which has served as a benefit to Lot 2;
- (ii) the Lot 2 burdened Easement Area is an improvement, which has served as a benefit to Lot 1; and
- (iii) the parties now desire to enter into an Agreement to commemorate their understanding of their respective rights and obligations.

THEREFORE, in consideration of the terms, conditions, reservations, covenants, rights, and obligations contained in this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged by Grantors and Grantees, the parties agree as follows:

1. Recitals. The above recitals are hereby incorporated by reference as if fully set forth here.

2. Easement Rights.

(a) Grantor 1/Lot 1 Owner grants for the benefit of Grantee 2/Lot 2 Owner, and all future owners, heirs, successors in interest, and assigns, and their contractors (collectively “users”), a permanent and perpetual, nonexclusive easement for cross-access to their respective properties, upon, over, through, or across the Easement Area as depicted on EXHIBIT 2 and as described on EXHIBIT 3, for activities limited in scope to maintenance and repairs.

(b) Grantor 2/Lot 2 Owner grants for the benefit of Grantee 1/Lot 1 Owner, and all future owners, heirs, successors in interest, and assigns, and their contractors (collectively “users”), a permanent and perpetual, nonexclusive easement for cross-access to their respective properties, upon, over, through, or across the Easement Area as depicted on EXHIBIT 2 and as described on EXHIBIT 3, for activities limited in scope to maintenance and repairs.

3. Equal Rights of Use. Lot 1 and Lot 2 shall have equal rights to the use of the Easement Area and no party shall take any action to prevent the other party’s enjoyment of such rights. At no time will either Lot Owner do anything to interfere with the use of the cross-access, to the detriment of the other Lot Owner or users of the Easement Area.

No barriers, fences, dividers, or other obstructions shall be constructed on, under, near, or across the Easement Area.

At no time, shall the Easement Area be used for parking. Lot 1 and Lot 2 property owners shall each provide sufficient parking areas for their respective users. The reciprocal easement rights granted shall not include reciprocal rights to the use of the parking areas for vehicular parking purposes, on the respective Lot 1 or Lot 2 properties.

4. Maintenance, Repairs, and Improvement of Easement Area.

(a) The parties agree to keep and maintain the Easement Area in a safe, good and functional condition based on standards for commercial office and retail projects in the market area and in compliance with all applicable laws, codes and ordinances and to maintain a smooth roadway surface and prevent any obstruction to the free flow of traffic and use of the Easement Area in accordance with the terms of this Agreement. Further, the parties agree to equally perform all necessary, prudent and ordinary maintenance, repairs, paving, snow removal and all appropriate winter surface maintenance, at their sole expense and cost, for their respective Easement Area.

Lot 1 and Lot 2 property owners agree that if any maintenance or repairs are undertaken on any portion of their respective driveways or parking lots, that their portion of the Easement Area shall also be included in that maintenance or repair.

(b) Total improvement and replacement of the Easement Area(s), or other costs and expenses required by any municipal ordinances, and laws, rules and regulations of the State of Wisconsin, or other governmental agency, or made necessary by an act of nature, shall be the equal responsibility of the parties, and built in accordance with any specifications or conditions set forth by the municipality or other governmental agency.

(c) Notwithstanding anything to the contrary contained within this Agreement, if there is any damage to the Easement Area caused by any owner or other user, such owner shall be responsible for the prompt repair of same at such owner's sole cost and expense. If the owner causing the damage fails to make said repairs within 60 days, then the other owner may, at its option, make the repairs and submit an invoice to the other owner for payment within 30 days. In the event the owner that caused the damage fails to timely pay any amount owed hereunder without a legal justification for doing so, the other owner may file an action to collect said amounts plus attorneys' fees and costs in connection with such legal action.

5. Insurance. The parties shall each maintain public liability insurance on their respective parcels which insurance shall name the abutting owner as an additional insured and shall insure against any claim made for injury to person or property attributable to an owner's use and enjoyment of the Easement Area. Without limiting the required insurance coverage, it is the agreement of the owners that each owner is not responsible for the acts or omissions of the other owner in regard to the use and maintenance of the Easement Area. Each owner indemnifies and holds harmless the other as to the owner's acts and omissions in the use and enjoyment of the Easement Area. Each owner, to the extent there is available insurance coverage and payment, waives any right as against the other to assert any claim arising from any deficiency in the maintenance of the Easement Area. Either owner may request in writing evidence of the foregoing insurance requirements from the other owner and evidence of same shall be provided within ten (10) days of receipt of such written request.

6. Covenants Run with Land. All of the terms and provisions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by all parties to this Agreement and their respective heirs, successors in interest, and assigns.

7. Duration. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration and shall constitute easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns, including, without limitation, all subsequent owners and all persons claiming under or through them. Any such agreement will be re-recorded according to law, at least, every thirty (30) years.

8. Notices. All notices to either party to this Agreement shall be delivered in person, mailed, with proof of delivery to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.

The parties further agree that any document related to this Agreement may be provided electronically via email.

9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or provisions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other term or provision of this Agreement.

10. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent either Grantee from later use of the easement rights to the fullest extent authorized in this Agreement.

11. Invalidity. If any term or provision of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all of the parties to this Agreement and duly recorded in the office of the Register of Deeds of Washington County, Wisconsin.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Signed this _____ day of February, 2023.

Marquette Development Co., a partnership

GRANTOR 1 and GRANTEE 2

By: _____
Todd P. Kolosso
Authorized Signer

[Further signatures and notarizations on following page.]

STATE OF WISCONSIN)
)
_____COUNTY)

Todd P. Kolosso, of Marquette Development Co., a partnership, personally appeared before me this _____ day of February, 2023, and is known to me to be the person who executed the foregoing instrument and acknowledged the same.

Print name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Signed this _____ day of February, 2023.

GRANTOR 2 and GRANTEE 1

Algonquian Company, LLC

By: _____
Todd P. Kolosso
Member

STATE OF WISCONSIN)
)
_____COUNTY)

Todd P. Kolosso, Member of the Algonquian Company, LLC, personally appeared before me this _____ day of February, 2023, and is known to me to be the person who executed the foregoing instrument and acknowledged the same.

Print name: _____
Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:

Deborah Skocir
The Law Office of Deborah J. Skocir
P.O. Box 84
Slinger, WI 53086-0084
deborahjskocir@att.net
(262) 388-5426

EXHIBIT 1

Legal Description Lot 1

Legal Description Lot 2

EXHIBIT 2

Washington County Certified Survey Map

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North,
Range 20 East, Village of Germantown, Washington County,
Wisconsin.

M-1 zoning (subject to change)
Front - 30'
Side - 10'
Rear - 25'
Wetlands - 25'

Parcel 1
CSM No. 995

CSM No. 1518

East quarter corner
Sec. 20-9-20
conc./mon. brass cap found
N:453,210.72
E:2,463,464.12
(State Plane Coordinates
South Zone NAD83/2011)

Lot 2
CSM No. 3258

Sheet 1 of 5

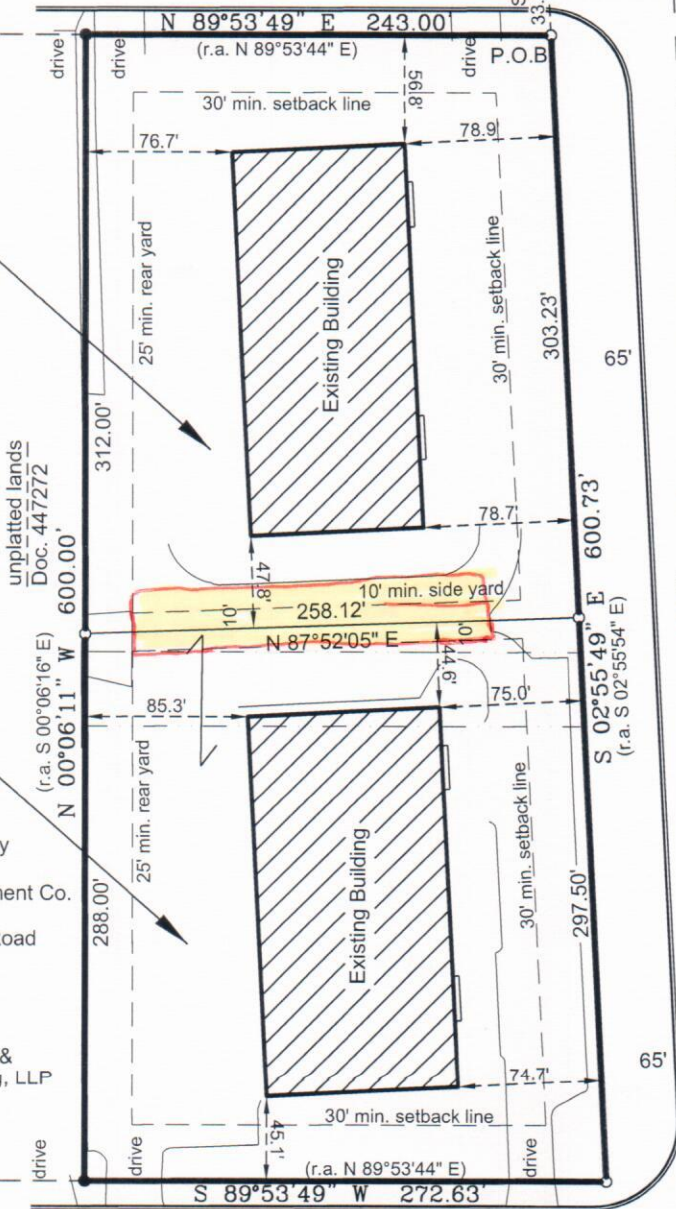
Edison Drive

Lot 1
1.7686 Acres
77,039 Sq. Ft.
M-1 zoning

Lot 2
1.7826 Acres
77,651 Sq. Ft.
M-1 zoning

Subdividers:
Algonquian Company
and
Marquette Development Co.
% Todd Kolosso
4320 Cedar Creek Road
Slinger, WI 53086

Surveyor:
Donald J. Thoma
Accurate Surveying &
Engineering, LLP
2911 Wildlife Lane
Richfield, WI 53076



(r.a.) - means "recorded as"
P.O.B. - means "Point of Beginning".
● - indicates 1.3" od iron pipe found
unless noted.
○ - indicates 1.3" od x 18" iron
pipe weighing 1.68 lbs./ft. set.

0 50 100 200

Scale in feet
1" = 100'



Bearings are referenced to the
Wisconsin State Plane
Coordinate Grid System, South
Zone (NAD83/2011). The east
line of the SE 1/4 of Sec. 20-9-20
has a grid bearing of S 02°55'49"
E.

The right-of-ways for Maple Road,
Clinton Drive and Edison Drive
are owned by the original
developer - Village of
Germantown.

Maple Road

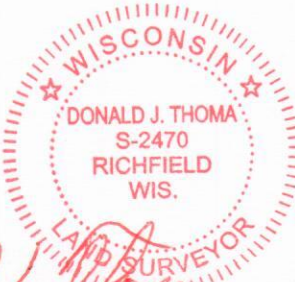
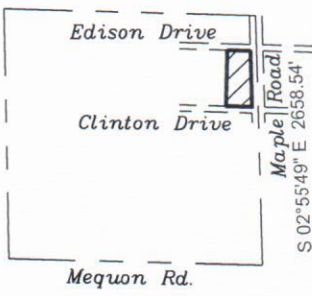
Clinton Drive

Parcel 2
CSM No. 1501

Parcel 1
CSM No. 1501

Parcel 1
CSM No. 1918

Location Sketch
SE 1/4 Section 20-9-20
Scale: 1" = 2000'



Donald J. Thoma, S-2470
Dated this 28th day of November, 2022.

Southeast corner
Sec. 20-9-20
conc./mon./brass
cap found

This instrument was drafted by Donald J. Thoma, S-2470

EXHIBIT 3

Legal Description of Easement Area, Lot 1:

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the East Quarter corner of said Section 20; thence S 02°55'49" E, along the east line of said SE 1/4 and the centerline of Maple Road, 333.41 feet, to the intersection of the centerline of Edison Drive; thence S 89°53'49" W, along said centerline of Edison Drive, 65.08 feet, to the intersection of the westerly right-of-way extension of said Maple Road; thence S 02°55'49" E, along said right-of-way line extension, 33.04 feet, to the intersection of the south right-of-way line of said Edison Drive; thence continuing S 02°55'49" E, along said westerly right-of-way line of Maple Road, 303.23 feet; thence S 87°52'05" W, 45.00 feet, to the point of beginning of lands herein described; thence N 02°07'55" W, at right angles, 24.00 feet; thence S 87°52'05" W, at right angles, 188.12 feet; thence S 02°07'55" E, at right angles, 24.00 feet; thence N 87°52'05" E, at right angles, 188.12 feet, to the point of beginning.

Containing 0.104 acre (4,515 square feet) more or less.

Legal Description of Easement Area, Lot 2:

Part of the NE 1/4 of the SE 1/4 of Section 20, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the East Quarter corner of said Section 20; thence S 02°55'49" E, along the east line of said SE 1/4 and the centerline of Maple Road, 333.41 feet, to the intersection of the centerline of Edison Drive; thence S 89°53'49" W, along said centerline of Edison Drive, 65.08 feet, to the intersection of the westerly right-of-way extension of said Maple Road; thence S 02°55'49" E, along said right-of-way line extension, 33.04 feet, to the intersection of the south right-of-way line of said Edison Drive; thence continuing S 02°55'49" E, along said westerly right-of-way line of Maple Road, 303.23 feet; thence S 87°52'05" W, 45.00 feet, to the point of beginning of lands herein described; thence S 02°07'55" E, at right angles, 15.00 feet; thence S 87°52'05" W, at right angles, 188.12 feet; thence N 02°07'55" W, at right angles, 15.00 feet; thence N 87°52'05" E, at right angles, 188.12 feet, to the point of beginning.

Containing 0.065 acre (2,822 square feet) more or less.

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: February 20, 2023

AGENDA ITEM: New Business [CERTIFIED SURVEY MAP]

ITEM TITLE: Joe Meyer, Agent for Integrity Construction, Property Owner on Donges Bay Road and Erik & Amy Ankerson, Property Owner of W143 N10330 Gatewood Place; 3-Lot Certified Survey Map (CSM) and Lot Line Adjustment.

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

SUMMARY EXPLANATION:

Joe Meyer, agent for Integrity Construction Management Inc., property owner, is requesting approval of a Certified Survey Map (CSM). The purpose for the CSM is twofold: (1) to divide Lot 1 of CSM #6691 into two (2) separate parcels for residential development; and (2) to adjust the common lot line between proposed Lot 2 and the abutting parcel to the south (Lot 3 of CSM #6691). The adjustment moves the lot line approximately 25 feet north; increasing the area of Lot 3 accordingly.

The Village of Germantown requires a CSM for all "lot line adjustments" or "boundary modifications". The parcels are currently zoned Rs-4: Single-Family. The proposed CSM is consistent with the Rs-4 Zoning District requirements.

The Wastewater Utility Superintendent has indicated that during construction of the interceptor sewer in Donges Bay Road there was only one sewer connection installed for future development of this parcel (to serve what is proposed as Lot 2). For that reason, no additional connection directly to the interceptor sewer will be allowed from Lot 1. Connection to the sanitary sewer from Lot 1 will only be allowed through an inter-connection and easement across the sewer connection serving Lot 2.

PLAN COMMISSION RECOMMENDATIONS:

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the Integrity Construction Management Inc. property to divide the existing 2.35-acre parcel located at N104 W14281 Donges Bay Road and adjust the common lot line between proposed Lot 2 and the abutting parcel to the south (Lot 3 of CSM #6691) subject to (3) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:

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

CERTIFIED SURVEY MAP (CSM) APPLICATION

2/13/23 Plan Commission Meeting

Integrity Construction Management Inc.

Village Planner Report

Germantown, Wisconsin

Summary

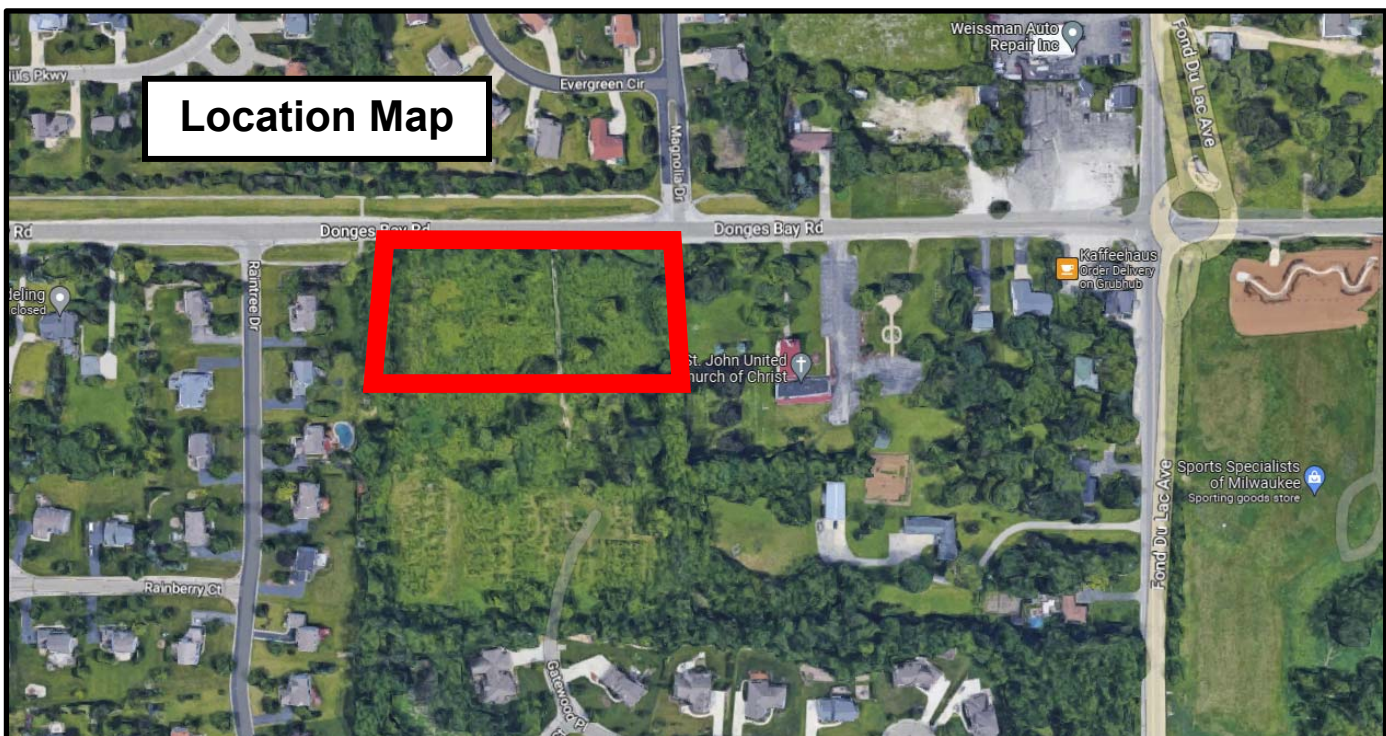
Joe Meyer, agent for Integrity Construction Management Inc., property owner, is requesting approval of a 2-lot Certified Survey Map (CSM) to divide an existing 2.35-acre parcel located at N104 W14281 Donges Bay Road and adjust a common lot line with an abutting parcel.

Location: N104 W14281 Donges Bay Road

Property Owners: Integrity Construction Management Inc
3815 N. Brookfield Road
Brookfield, WI

Current Zoning: Rs-4: Single-Family

Adjacent Land Uses		Zoning
North	Residential	Rs-6
South	Residential	Rs-4
East	Institutional	I
West	Residential	Rs-5



Proposal

Joe Meyer, agent for Integrity Construction Management Inc., property owner, is requesting approval of a 2-lot Certified Survey Map (CSM) to divide an existing 2.35-acre parcel located at N104 W14281 Donges Bay Road and adjust a common lot line with an abutting parcel.

Staff Comment

The purpose for the CSM is twofold: (1) to divide Lot 1 of CSM #6691 into two (2) separate parcels for residential development; and (2) to adjust the common lot line between proposed Lot 2 and the abutting parcel to the south (Lot 3 of CSM#6691). The adjustment moves the lot line approximately 25 feet north; increasing the area of Lot 3 accordingly.

The Village of Germantown requires a CSM for all “lot line adjustments” or “boundary modifications”. The parcels are currently zoned Rs-4: Single-Family. The proposed CSM is consistent with the Rs-4 Zoning District requirements.

Staff recommends that a cross-access easement be recorded given that the two parcels share exiting parking and driveways between the two parcels and that straddle the common lot line.

Village Engineer/Public Works Department

The Village’s engineering consultant has identified a series of technical corrections in a memo dated February 3, 2023 (copy attached) that will need to be corrected prior to recoding the CSM.

The Wastewater Utility Superintendent has indicated that during construction of the interceptor sewer in Donges Bay Road there was only one sewer connection installed for future development of this parcel (to serve what is proposed as Lot 2). For that reason, no additional connection directly to the interceptor sewer will be allowed. Connection to sanitary sewer from Lot 1 will be allowed/required through the Lot 2 sewer connection. The following requirement is recommended:

1. A separate sanitary sewer connection from Lot 1 to the Village’s interceptor sewer in the Donges Bay Road right-of-way is prohibited. Connection to the sanitary sewer system to Lot 1 shall be from the existing connection serving Lot 2;
2. Prior to the issuance of any building permit or approval for development of Lot 1 or Lot 2, the owner(s) shall:
 - a. prepare and record the necessary legal document(s) establishing a sanitary sewer easement across Lot 1 and Lot 2 within which the sanitary sewer for Lot 1 is connected to the existing connection serving Lot 2; and
 - b. prepare and submit detail construction plans for the sanitary sewer connection to Lot 1 as required above to the Village for review and approval.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the Integrity Construction Management Inc. property to divide the existing 2.35-acre parcel located at N104 W14281 Donges Bay Road and adjust the common lot line between proposed Lot 2 and the abutting parcel to the south (Lot 3 of CSM #6691) subject to the following conditions:

1. All technical issues and plan correction identified by the Village's engineering consultant memo dated February 3, 2023 shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.
2. A separate sanitary sewer connection from Lot 1 to the Village's interceptor sewer in the Donges Bay Road right-of-way is prohibited. Connection to the sanitary sewer system to Lot 1 shall be from the existing connection serving Lot 2;
3. Prior to the issuance of any building permit or approval for development of Lot 1 or Lot 2, the owner(s) shall:
 - a. prepare and record the necessary legal document(s) establishing a sanitary sewer easement across Lot 1 and Lot 2 within which the sanitary sewer for Lot 1 is connected to the existing connection serving Lot 2; and
 - b. prepare and submit detail construction plans for the sanitary sewer connection to Lot 1 as required above to the Village for review and approval.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

February 3, 2023

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Integrity Construction CSM Review

Certified Survey Map

Applicant or Owner: Integrity Construction

Land Surveyor/Firm: Christopher Kunkel / Endpoint Solutions

1. The acreage should be labeled for each Lot.
2. A 3" x 3" square in the upper right hand corner of Sheet 1 is to be left blank for recording information.
3. Per Chapter 18 of the Village Land Division Ordinance, all certified survey maps will be referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1983-2011 datum) grid bearings for a bearing basis.
4. All existing utility and drainage easements with recording information will be shown and dimensioned.
5. The Point of Beginning (POB) should be labeled on the map.
6. A Mortgagee Certificate will need to be included, if applicable.
7. Label the recording information for the document used to dedicate the Donges Bay Road right of way.
8. The last paragraph of the Surveyor's Certificate should reference "Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing and mapping the same".
9. The Village of Germantown Board Approval should read as:

This Certified Survey Map, being a division of $\frac{1}{4}$ $\frac{1}{4}$ Section ____, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved by the Village Board of Trustees of the Village of Germantown on this ____ day of _____, 2023.

10. Deanna Braunschweig's title is Village Clerk.
11. In the Plan Commission Approval, Dean Wolter's title is Chairman and Laura A. Johnson is Secretary.

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application



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Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

Sincerely,

A handwritten signature in blue ink that reads "Burt J. Naumann".

Burt J. Naumann, PLS
Senior Vice President



Village of



Germantown

Willkommen

Fee must accompany application

☐ \$2,900 with public improvements

☒ \$1,960 no public improvements

Paid 9 Date 12/7/22

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT <u>Joe Meyer</u> <u>W144N10325 Gatewood Place</u> <u>Germantown, WI 53022</u> <u>Phone (262) 623-0524</u> <u>Fax (262) 754-0405</u> <u>E-Mail jmeyer.wi@ubuildit.com</u>	PROPERTY OWNER <u>Integrity Construction Management, Inc.</u> <u>3815 N. Brookfield Road</u> <u>Suite 204</u> <u>Brookfield, WI 53045</u> <u>Phone (262) 754-0404</u>
---	---

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2 South of Donges Bay between Raintree Drive and St. John's Church	GTNV-351-960
---	--------------

3 PURPOSE OF LAND SPLIT

Create 2 single family lots to put two single family homes on them.	Will the land split require rezoning? NO	
	From	To

4 READ AND INITIAL THE FOLLOWING:

- X I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.
- X I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.
- X I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.
- X I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

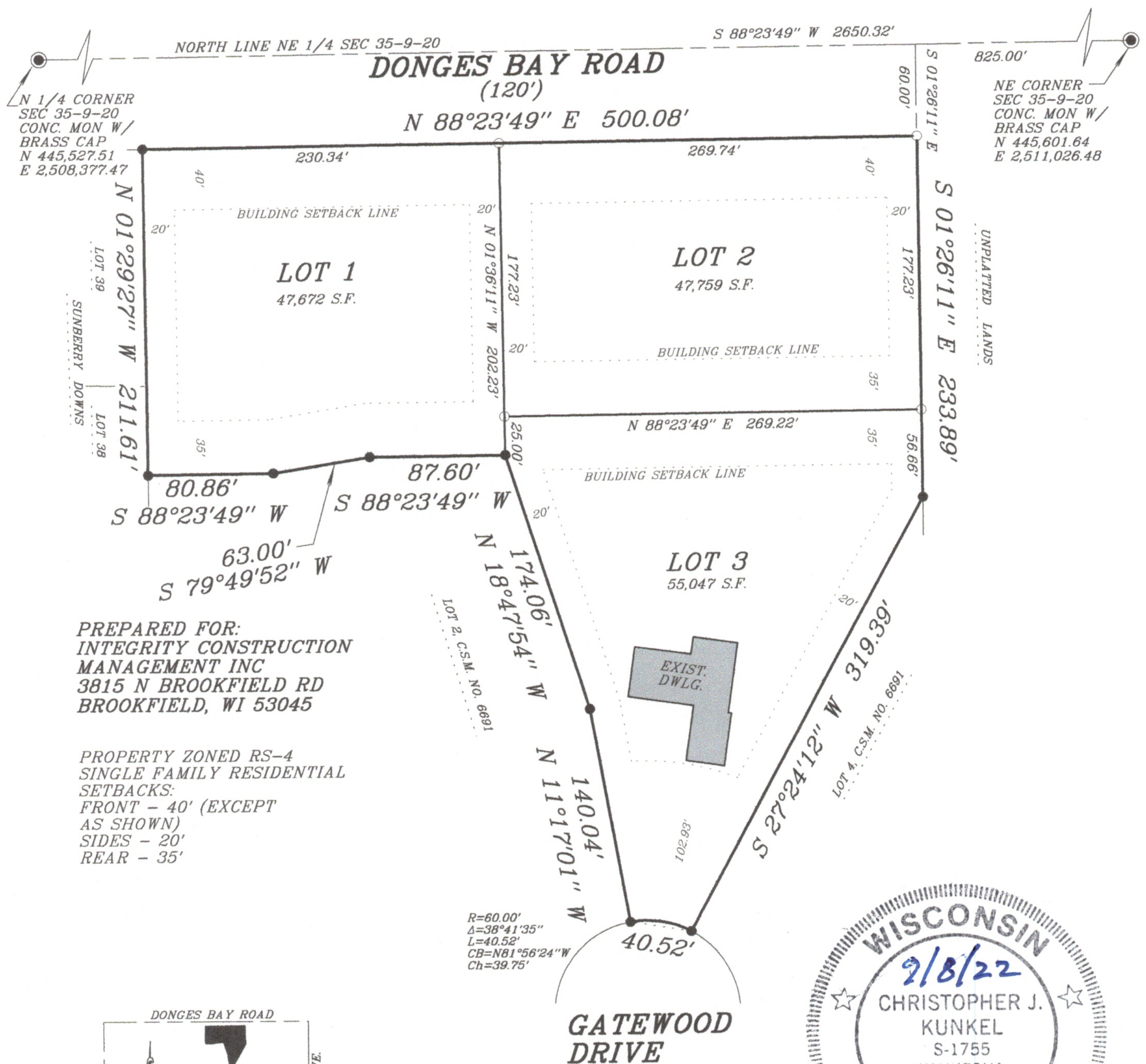
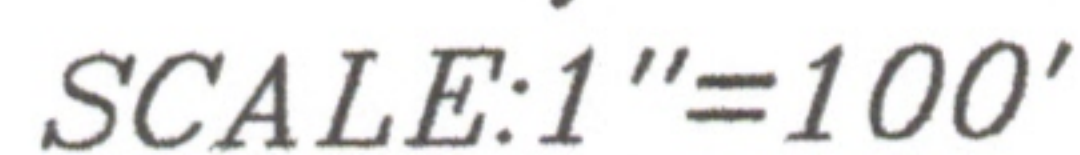
5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

<u></u> Applicant	<u>11-1-22</u> Date	<u></u> Owner	<u>11-1-22</u> Date
----------------------	------------------------	------------------	------------------------

BEING A REDIVISION OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NO. 6691,
PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE
20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

NOTE:
○ - DENOTES 1"x18" IRON PIPE 1.13 LBS.
PER LINEAL FOOT SET AT ALL LOT
CORNERS UNLESS NOTED OTHERWISE.

BEARINGS REFER TO THE WISCONSIN
STATE PLANE COORDINATE SYSTEM
SOUTH ZONE, IN WHICH THE NORTH
LINE OF THE NE 1/4 SEC 35-9-20
BEARS S88°23'49"W (NAD 27).



Endpoint Solutions

6871 S. LOVERS LANE
FRANKLIN, WI 53132
PHONE: (414) 427-1200

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NO. 6691, PART OF THE NE ¼ OF THE NE ¼ OF SECTION 35, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Christopher J. Kunkel, professional land surveyor, do hereby certify:
That I have surveyed, divided and mapped a redivision of Lots 1 and 3 of Certified Survey Map No. 6691, part of the NE 1/4 of the NE 1/4 of Section 35, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

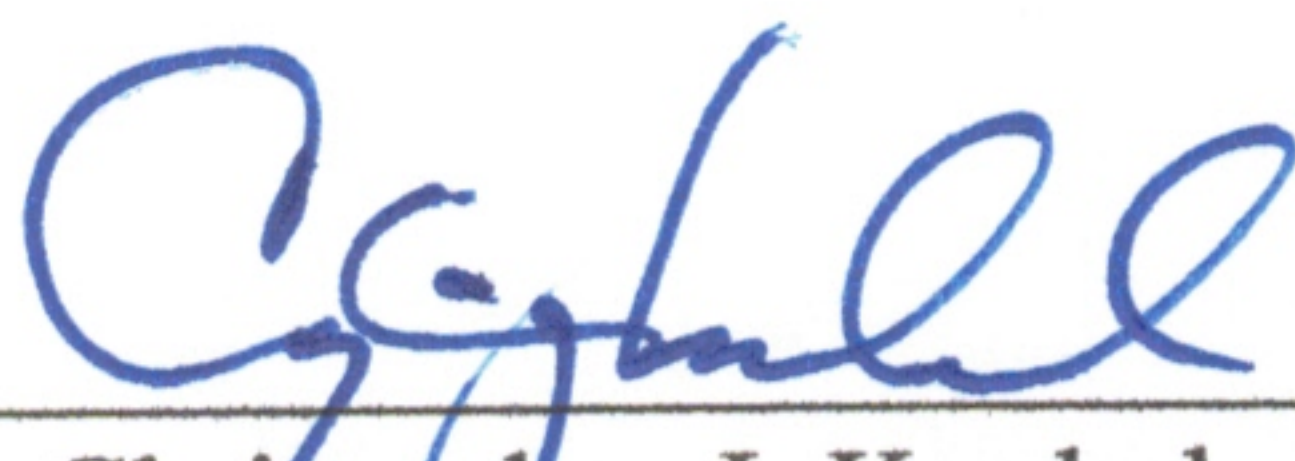
Commencing at the northeast corner of said Section 35, thence S88°23'49"W along the north line of said NE ¼ Section 35, 825.00 feet; thence S01°26'11"E, 60.00 feet to a point on the south line of Donges Bay Road, and the point of beginning of the lands to be described; thence continuing S01°26'11"E, 233.89 feet; thence S27°24'12"W, 319.39 feet to a point on the north line of Gatewood Drive; thence northwesterly 40.52 feet along said north line and the arc of a curve, whose center lies to the south, whose radius is 60.00 feet, with a chord bearing N81°56'24"W; thence N11°17'01"W, 140.04 feet; thence N18°47'54"W, 174.06 feet; thence S88°23'49"W, 87.60 feet; thence S79°49'52"W, 63.00 feet; thence S88°23'49"W, 80.86 feet; thence N01°29'27"W, 211.61 feet to a point on the south line of Donges Bay Road; thence N88°23'49"E, 500.08 feet to the place of beginning.

Said lands containing 150,478 square feet or 3.454 acres of land, more or less.

That I have made this survey, land division and map by the direction of Integrity Construction Management, Inc., and Erik M. and Amy T. Ankerson, owners of said land.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Ordinances of the Village of Germantown in surveying, dividing and mapping the same.



Christopher J. Kunkel

S-1755

Date: 9/8/22



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NO. 6691, PART OF THE NE ¼ OF THE NE ¼ OF SECTION 35, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

As owner, Integrity Construction Management, Inc., hereby certifies, that we have caused the land described above to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Ordinances of the Village of Germantown, and that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Village of Germantown.

Witness the hand and seal of said owners this _____ day of _____, 20____.

In the presence of:

Integrity Construction Management, Inc.

Joseph Meyer, President

STATE OF WISCONSIN)
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 20____, the above named Joseph Meyer, president of Integrity Construction Management, Inc., to me be known to be the person who executed the forgoing instrument and acknowledged the same.

My commission expires: _____



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 1 AND 3 OF CERTIFIED SURVEY MAP NO. 6691, PART OF THE NE ¼ OF THE NE ¼ OF SECTION 35, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

As owners, we hereby certify that we have caused the land described above to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Ordinances of the Village of Germantown, and that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Village of Germantown.

Witness the hand and seal of said owners this _____ day of _____, 20____.

In the presence of:

Erik M. Ankerson

Amy T. Ankerson

STATE OF WISCONSIN)
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____,
20____, the above named Erik M. Ankerson and Amy T. Ankerson, to me be known to be the persons who executed the forgoing instrument and acknowledged the same.

My commission expires: _____

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Village of Germantown this _____ day of _____, 20____.

Dean Wolter, Chairperson

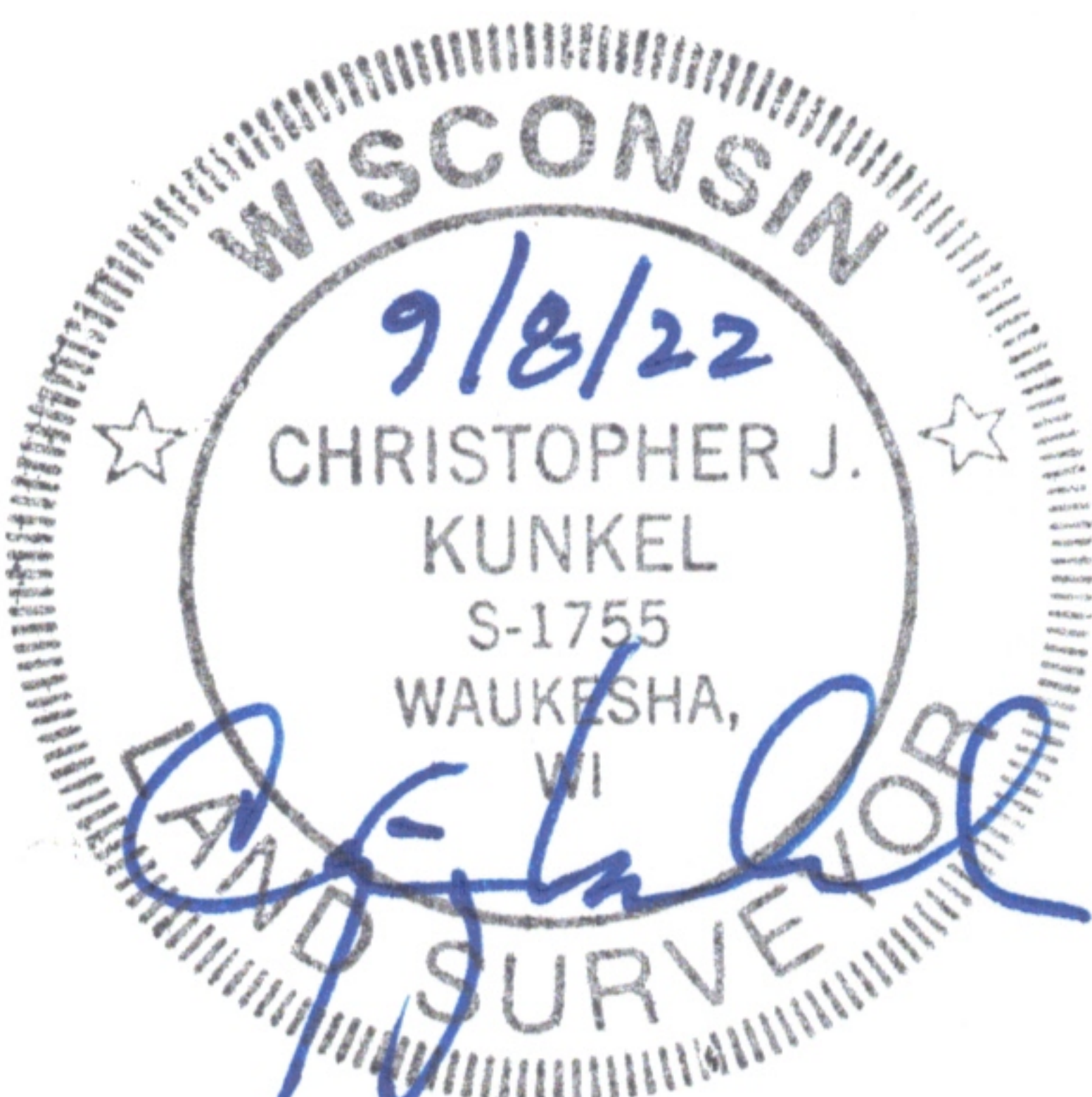
Lori Johnson, Plan Commission Secretary

VILLAGE BOARD APPROVAL

APPROVED by the Village Board of the Village of Germantown this _____ day of _____, 20____.

Dean Wolter, Village President

Deanna Braunschweig, Clerk Treasurer



This instrument was drafted by Christopher J. Kunkel S-1755

Sheet 4 of 4

ORDINANCE NO. 02-2023

AN ORDINANCE AMENDING CHAPTER 12 (LICENSES AND PERMITS) OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING TO WEIGHTS & MEASURES LICENSING REQUIREMENTS

THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY,
WISCONSIN, ORDAINS AS FOLLOWS:

SECTION 1. That Section 12.26 (Weights & Measures License) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

12.26 - WEIGHTS AND MEASURES LICENSE

(1) **DEFINITIONS & TERMS.**

- (a) Commercial Weighing or Measuring Devices are those used or employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce, or articles for sale, hire or award, or in computing any basic charge or payment for services rendered on the basis of weight or measure within the Village of Germantown.
- (b) Weights and Measures Program includes administration and enforcement of this section and Ch. 98, Wis. Stats., and any related actions.
- (c) Pursuant to Section 98.04 Wis. Stats., if the Village of Germantown does not establish its own department of weights and measures comprised of qualified sealers and inspectors, the Village may contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) to enforce the Weights and Measures Program.

(2) **LICENSE REQUIRED.**

- (a) Except as provided in paragraph (b), no person shall operate or maintain weights and measures, weighing or measuring devices and systems and accessories relating thereto which are used commercially within the Village of Germantown in determining the weight, measure or count of commodities or things sold or offered or exposed for sale on the basis of weights and measures license issued pursuant to the provisions of this section.
- (b) Occasional sales temporarily permitted by a Village of Germantown Special Event Permit are exempt from licensing under this section.

(3) **APPLICATION.**

- (a) The application for a weighing or measuring device license shall be made in writing on a form provided for such purpose by the Village of Germantown Community Development Department- Inspection Services Division Department and signed by an individual authorized to sign for the applicant. Such application shall state the type and number of weighing and measuring devices to be licensed, the location of the devices, the applicant's full name and post office address and whether such person is an individual, partnership, limited liability company or corporation. If a partnership, the application shall state the names of partners together with their addresses. If a company or limited liability corporation, the application shall state the names and addresses of all officers and agents of the applicant.

ORDINANCE NO. 02-2023

AN ORDINANCE AMENDING CHAPTER 12 (LICENSES AND PERMITS) OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING TO WEIGHTS & MEASURES LICENSING REQUIREMENTS

ISSUANCE of LICENSE.

- (b) The Village of Germantown Community Development Department- Inspection Services Division ~~Department~~ shall issue a license to the applicant if the requirements of this Code have been complied with upon payment of the license fee required herein ~~to the Village of Germantown Inspection Department of the license fees.~~

(4) TERM.

- (a) Licenses issued under this section shall expire on March 31 of each year except beginning in 2023 and for all subsequent years the annual license period shall run from July 1 to June 31.

(5) ENFORCEMENT FOR NONRENEWAL.

- (a) It shall be the duty of the Village of Germantown Community Development Department- Inspection Services Division ~~Department~~ to notify the Village Attorney and other appropriate Village officials and to order the immediate enforcement of the provisions of this section in cases involving failure to renew a weighing or measuring device license. Said licensee shall be prohibited from operating or maintaining a weighing or measuring device until such time as a valid license has been obtained under the provisions of this section.

(6) FEES.

- (a) The Village Board shall establish a fee schedule and revise as necessary by resolution for each type of weighing and measuring device for which a license is required under this section consistent with Chapter 98.04 Wis. Stats. and applicable state statutes.
- (b) The Inspection Department shall prepare an annual billing invoice and mail such notice with an application form for the next year and a copy of the fee schedule to each current licensee at the licensee's last known address as shown on the previous year application form.
- (c) An administrative fee necessary to cover administrative costs incurred by Village staff for processing license applications including, but not limited to, issuing licenses, coordination with DATCP sealers and inspectors, and maintaining an up-to-date annual census of persons and/or businesses required to obtain a license may be charged to each person or business issued a license.
- (d) A late fee will be charged and shall be paid prior to issuance of a weights and measures license if payment of all fees is not received on or before the due date shown on the billing invoice.

ORDINANCE NO. 02-2023

**AN ORDINANCE AMENDING CHAPTER 12 (LICENSES AND PERMITS)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE RELATING
TO WEIGHTS & MEASURES LICENSING REQUIREMENTS**

SECTION 2. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____
Adopted: _____, 2023

Vote: Ayes: _____
 Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

RESOLUTION NO. 03-2023

ESTABLISHING A 2023 FEE SCHEDULE FOR WEIGHTS & MEASURES DEVICES REQUIRED UNDER SECTION 12.26 OF THE MUNICIPAL CODE

WHEREAS, The Village of Germantown and the Wisconsin Department of Agriculture, trade and Consumer Protection (DATCP) entered into a annually-renewing Memorandum of Agreement (dated July 1, 2010) where both agencies agree that DATCP will furnish the services and perform the duties of sealers of weights and measures on an annual basis over a license period from July 1 to June 30 under Chapter 98.04, and, that the Village will pay DATCP an amount necessary to cover the cost of such services no later than May 1 of the current fiscal year; and

WHEREAS, the cost to DATCP for providing services to the Village of Germantown for the next license period (July 1, 2023 to June 30, 2024) is \$4,900; and

WHEREAS, the cost to the Village of Germantown for providing administrative services for the next license period (July 1, 2023 to June 30, 2024) is projected to be not less than \$1,540; and

WHEREAS, it is required under Section 12.26(7) that the Village Board establish a schedule of fees for each type of weighing and measuring device used for the purpose of computing a charge or payment for service rendered based on weight or measure within the Village of Germantown; and

WHEREAS, on February 20, 2023, the Village's General Government & Finance Committee did review and recommend approval of the proposed Weights & Measures Fee Schedule set forth in Exhibit 1 attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Weights & Measures Fee Schedule attached hereto as Exhibit 1 is hereby established for licenses issued for the license period from July 1, 2023 to June 30, 2024.

Introduced by: _____

Adopted: _____

Vote: _____ Ayes: ____ Nays: ____

Dean Wolter
Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC, Village Clerk

EXHIBIT 1.**WEIGHTS AND MEASURES FEE SCHEDULE
2023**

Device Type	Inspection Time (hrs) Per Device	# of Devices	Total Time (hrs)	% of Time	Total Cost (\$)	Fee (\$) Per Device
Vehicles Scales	1.5	4	6	4.1%	\$198.51	\$50
Small Capacity Scales 0-30#	0.3	73	21.9	14.8%	\$724.58	\$10
Large Capacity Scales 31-1000#	0.7	7	4.9	3.3%	\$162.12	\$23
Point of sale Scanner Combo	0.4	73	29.2	19.7%	\$966.10	\$13
Liquid Measuring Device (LMD)	0.3	287	86.1	58.1%	\$2,848.68	\$10
Totals		444	148.1	100.0%	\$4,900.00	
Late Fee (per License)	\$100					
Administrative Cost (per License)	\$59					

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE GERMANTOWN, WI

MEETING DATE: February 20, 2023

AGENDA ITEM: New Business Item

ITEM TITLE: 2023 Weights & Measures Fee Schedule Resolution &
Weights & Measures Ordinance Amendment

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

SUMMARY EXPLANATION:

Pursuant to a Memorandum of Agreement (MOA) between the Village and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) regarding DATCP's duties as the "sealer" of weights & measures devices, the Village Board is required to establish an annual fee schedule for all types of weights & measures devices used within the Village.

The original July 1, 2010 MOA is an annual, self-renewing agreement wherein DATCP informs the Village what their cost will be to conduct inspection and enforcement services over the next annual license period (July 1 through June 30 of each year).

For 2023, DATCP's cost will be \$4,900. This is a decrease from the \$5,600 charged in 2022 due to an adjustment in the number of days DATCP provides services to the Village and the rate charged per day by DATCP.

The Village is obligated to pay this amount by May 1 of each year pursuant to the Agreement. In turn, the Village charges a fee for each device plus an administrative fee to recover both DATCP's inspection and enforcement costs, as well as, the Village's administrative cost.

DATCP's total cost of \$4,900 is divided proportionately by the number and type of measuring devices for which a license was issued last year to determine the device-specific license fee that will be charged in the upcoming year. As noted in the license fee schedule attached to the resolution, different devices require a greater amount of inspection time by DATCP and, in turn, are charged a higher fee. Due to changes in the number of devices for some businesses, the number of businesses added or deleted from our annual "census", and late fees paid by other businesses, the actual revenue collected every year is either slightly higher or lower than the amount included in our annual budget (generally plus/minus 5 to 10%).

A resolution establishing the "Weights & Measures Fee Schedule" for 2023 has been prepared and is required to be adopted by the Village Board.

With respect to the ordinance amendment, Staff is proposing a few minor revisions to the existing language under Section 12.26 (Weights & Measures) to bring that section up-to-date with respect to how the Village's Weights & Measures Program is currently administered, including making the July 1 to June 30 license period consistent with Chapter 98, Wis. Stats.

ATTACHMENTS:

- ◆ Draft Resolution w/ the 2023 Weights & Measures Device Fee Schedule
- ◆ Draft Ordinance amending section 12.26 of the Municipal Code