VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**MONDAY, March 6, 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. PRESENTATIONS:

A. Commendations to the following officers: Lt. Penny Schmitt, Sgt. Justin Pesch, Sgt. Darren von Bereghy, Officer Shaun Whealon and Officer Greg Duckert.
B. Commendation to Germantown citizen Joshua Tarantino

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, March 6.*

VIII. CONSENT AGENDA:

A. Approval of Minutes February 20, 2023 Meeting.
B. Accounts payable/payroll:

1.	February 24, 2023	Accounts Payable	$	62,987.28
2.	March 3, 2023	Accounts Payable	$	837,507.71
3.	February 28, 2023	Accounts Payable	$	23,380.86
4.	March 3, 2023	Accounts Payable	$	38,643.60
5.	March 4, 2023	Accounts Payable	$	23,489.46

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

A. Fire Department - Purchase of Fire Extinguisher Training Simulator in an amount not to exceed $18,984.24.
B. Police Department – Purchase of 15 AEDs, in amount not to exceed $25,425.00.

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

C. Blanket purchase order to Enercon for material processing for the Residential Yard Waste Facility for 2023 in an amount not to exceed $30,400.
D. Blanket purchase order to Adaptor, Inc. for internal/external manhole chimney seals and extensions as required in the amount not to exceed $20,000.
E. Blanket purchase order to Ferguson Waterworks for miscellaneous manhole repair materials to include Neenah R-1661 castings, lids, and pavement adjusting rings, Cretex Pro Ring PPE adjusting rings, Gun grade butyl sealant, and M-1 polymer construction adhesive in the amount not to exceed $25,000.
F. Blanket purchase order to Core and Main for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials in the amount not to exceed $20,000.
G. Blanket purchase order to Visu-Sewer for miscellaneous manhole grouting to control inflow and infiltration in the amount not to exceed $40,000.
H. 2023 Labor & Equipment Rates.
I. Award 2023 Annual Seal Coating Program to Fahrner Asphalt Sealers, LLC in the amount not to exceed $639,776.00
J. Award Turf Management plan for Germantown Parks department to Total Lawn Care in the amount not to exceed $32,610.
K. Award the Kinderberg Park Interior & Exterior Painting Project to Service Painting Corporation in an amount not to exceed $16,600.00
L. Capstone-41 Development Easements.
M. Award the Fire Department Trench Drain System Replacement contract to Braden Plumbing Inc in an amount not to exceed $21,340.00.
N. Reallocation of excess funds from the Buildings & Grounds Capital Budget.

IX. UNFINISHED BUSINESS

A. None.

X. PUBLIC HEARINGS:

A. None

XI. NEW BUSINESS:

A. Discussion of Waste Management Solid Waste/Recycling Collection.

B. M Squared Engineering LLC, Agent for Orange Blossom LLC, Property Owner of DJ Frank Landscape Contracting– N120 W21350 Freistadt Road. Ordinance #03-2023 to Rezone the property from the A-1: Agricultural and B-3: General Business Districts to the A-2: Agricultural Zoning District; Conditional Use Permit, CUP 03-2023 for horticultural services operation; and Certified Survey Map (CSM) to combine parcels.

C. Jim Marriott, Agent for SPI Real Estate LLC and Stonecast Products, GFL Muskego LLC, and the Village of Germantown, Property Owners – Parcel 2 of CSM 5028 (GTNV 362-999), south of Donges Bay Road and the North Crossway Channel, east of the railroad, north of the Omega Hills landfill. Ordinance #04-2023 to Rezone property from the A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District and 2-Lot Certified Survey Map (CSM) to redivide the property;

D. Appeal of Impact Fee by Heritage Place Joint Venture LLC and JBJ's Companies Inc.

E. Potential Land Acquisition of Kolb Property. The Village Board may enter into closed session as per Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate.

F. Amendment to JW Speaker Development Agreement, The Village Board May Enter Into Closed Session Per Wi. §19.85(1)(E) Deliberating Or Negotiating The Acquisition Of Public Property, The Investing Of Public Funds, Or Conducting Other Specified Public Business, Whenever Competitive Or Bargaining Reasons Require A Closed Session And May Re-Enter Open Session To Take Such Action As it Deems Appropriate; and,

G. Potential Land Acquisition of Grosenik Property. The Village Board may enter into closed session as per Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re-enter open session to take such action as it deems appropriate; and,

H. 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; and,

XII. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, March 20, 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.*

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 6th, 2023

AGENDA ITEM: New Business

ITEM TITLE: Presentation of Commendations

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

Chief Snow will present commendations to the following officers; Lt. Penny Schmitt, Sgt. Justin Pesch, Sgt. Darren von Bereghy, Officer Shaun Whealon and Officer Greg Duckert.

There will be a commendation presented to Germantown citizen Joshua Tarantino.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___

RECOMMENDATION:

BOARD ACTION:

VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
February 20, 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, and Myers. Absent Excused: Neureuther. Also present: Administrator Kreklow, Braunschweig, Director Ratayczak, Director Standridge, Director Smith, Manager Hirn, Director Retzlaff, and Manager Uselding.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Clerk Braunschweig reported that tomorrow is a primary election day, for Justice of Supreme Court and State Senator District 8. Polls will be open from 7 am – 8 pm. Poll Locations and samples ballots can be found at myvote.wi.gov. Electronic Poll Books will be in place at each of the polling locations.

APPOINTMENTS:
A. Celebrate Germantown Committee (Independence Day / Fourth of July).
Jeanie Fischer
Danielle Shira
Mary Hudson
Phil Hudson

Motion (Baum/Myers) to approve the appointments to the Celebrate Germantown Committee (Independence Day / Fourth of July). Motion carried unanimously.

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

The annual Germantown scholarship dinner will be held this Thursday.

The Village will have a special Plan Commission meeting on February 27. The F street proposal and 2050 plan implementation and Richfield Utility Extension will be discussed.

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

Melanie Smythe of Cedar Lane came to the podium. She spoke against the raising the height of the walls of the Capstone development. She commented on the attorney item from the General Government and Finance to post the position.

Scott Hefle of Old Farm Road came to the podium. He distributed a news article that Washington County filled positions. City of West Bend are adding Fire Department members.

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.

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

UNFINISHED BUSINESS:

A. None.

PUBLIC HEARING:

A. None.

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.

Motion (Myers/Kaminski) to approve 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. Director Retzlaff came to the podium and presented details of the conditions. Roll Call Vote carried. J. Miller Voted no.

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.

Director Retzlaff came to the podium and presented details of the certified survey maps. The Plan Commission recommended approval with conditions. Motion (Baum/R. Miller) to Approve 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. Motion carried unanimously.

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).

Director Retzlaff came to the podium and presented details of the certified survey maps. Motion (Baum/R. Miller) to approve 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). Motion carried unanimously.

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

Motion (Myers/R. Miller) to approve Ordinance 02-2023, An Ordinance Amending Chapter 12 (Licenses and Permit) of the Village of Germantown, Relating to Weights and Measures Licensing Requirements. Roll Call Vote Carried Unanimously.

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

Motion (Myers/R. Miller) to approve Resolution 03-2023 Establishing 2023 Fee Schedule for Weights & Measures Devices. Motion carried unanimously.

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.

Motion (Myers/Baum) to convene into closed session at 7:36 p.m. and to include the Village Administrator, Village Attorney, and Village Board for item F. Trustees Kaminski and Myers were excused. Roll Call Vote Carried Unanimously.

Motion (Baum/J. Miller) to convene into closed session at 7:36 p.m. and to include the Village Administrator and Village Board for item G. Trustees Kaminski and Myers were excused. Roll Call Vote Carried Unanimously.

Motion (Baum/R. Miller) to return to open session. Motion carried unanimously.

Motion (Hudson/Baum) to deny the Claim for water damage, N101W15753 Council Bluff Drive (Rydell). Motion carried. Tr. J. Miller voted no.

ADJOURNMENT.
ADJOURNMENT: There being no further business, the meeting adjourned at 11:36 p.m.

The next regular meeting of the Village Board will be on Monday, March 6, 2023, at 7:00 p.m.

Respectfully Submitted,
Deanna Braunschweig

The Business of the Germantown Public Safety Committee

Submitted by: Chief John Delain

Agenda Item: New Business

Meeting Date: February 2023

Item Name: Purchase of Fire Extinguisher Training Simulator

Agenda item description:

For the 2023 Capital budget the GFD requested to purchase a Fire Extinguisher Training Simulator. This device will aid us in training businesses and individuals on how to correctly use a fire extinguisher in a safe and controlled manner. This device will also allow us to repeatedly train people without the need to constantly refill extinguishers, and will not create a mess with dry chemical as we currently do.

GFD is requesting to purchase a Fire Extinguisher train prop for 18,984.24

Respectfully,

John Delain, Fire Chief

Back up included: XX____ yes No____

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI

MEETING DATE: February 6th, 2023

AGENDA ITEM: New Business

ITEM TITLE: AED Purchase

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

The AED units used by the police department are near the end of life. We are no longer able to purchase batteries for the units. We are requesting to purchase 15 units, which will go in Germantown squad cars for emergency use.

Zolls AED3	15 @ $1,695.00/unit	$25,425.00

The purchase of these units was included in the 2023 budget under capital spending, account 40-521-570-8455. The approved amount was for $24,000. The remaining amount of $1,425 will be taken out of operating expenses for computer hardware support, account 10-521-530-7400.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___

RECOMMENDATION:

BOARD ACTION:

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Authorization for a Blanket Purchase Order for the Residential Yard Waste Facility for Material Processing

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:
I am seeking authorization to execute a blanket purchase order to Enercon for material processing for the Residential Yard Waste Facility for 2023, in the amount not to exceed $30,400. This amount will cover 8 days of wood and yard waste material processing at the facility.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:
It is staff's recommendation to approve the Blanket PO to Enercon for the amount not to exceed $30,400.00 for material processing at the Residential Yard Waste Facility and forward this request onto the Village Board with a positive recommendation. Funds to be allocated from Recycling Budget line item 10-546-570-7960.

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.

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Authorization for a Blanket Purchase Order for Adaptor, Inc.

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:
I am seeking authorization to execute a blanket purchase order to Adaptor, Inc. for internal/external manhole chimney seals and extensions as required in the amount not to exceed $20,000. Adaptor, Inc. is the manufacturer of the seals and gives the Village distributor pricing because we are a legacy customer. Seals will be utilized for the 2023 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:
It is staff's recommendation to approve a Blanket PO to Adaptor, Inc. for the amount not to exceed $20,000 for the purchase of chimney seals and extensions and forward this request onto the Village Board with a positive recommendation. Funds to be allocated from 60-830-530-8313 Collection System maintenance.

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.

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Authorization for a Blanket Purchase Order for Ferguson Waterworks

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:
I am seeking authorization to execute a blanket purchase order to Ferguson Waterworks for miscellaneous manhole repair materials to include Neenah R-1661 castings, lids, and pavement adjusting rings, Cretex Pro Ring PPE adjusting rings, Gun grade butyl sealant, and M-1 polymer construction adhesive in the amount not to exceed $25,000. Materials will be utilized for the 2023 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER

RECOMMENDATION:
It is staff's recommendation to approve a Blanket PO to Ferguson Waterworks for the amount not to exceed $25,000.00 for the purchase of miscellaneous manhole repair materials and forward this request onto the Village Board with a positive recommendation. Funds to be allocated from 60-830-530-8313 Collection System maintenance.

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.

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Authorization for a Blanket Purchase Order for Core and Main

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:
I am seeking authorization to execute a blanket purchase order to Core and Main for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials in the amount not to exceed $20,000. Rings will be utilized for the 2023 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER _____

RECOMMENDATION:
It is staff's recommendation to approve the Blanket PO to Core and Main for the amount not to exceed $20,000.00 for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials and forward this request onto the Village Board with a positive recommendation. Funds to be allocated from 60-830-530-8313 Collection System maintenance.

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.

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Authorization for a Blanket Purchase Order for Visu-Sewer Clean and Seal

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:
I am seeking authorization to execute a blanket purchase order to Visu-Sewer for miscellaneous manhole grouting to control inflow and infiltration in the amount not to exceed $40,000. Payment will be on a time and material basis.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER _____

RECOMMENDATION:
It is staff's recommendation to approve the Blanket PO to Visu-Sewer Clean and Seal for the amount not to exceed $40,000.00 for miscellaneous manhole grouting and other inflow and infiltration efforts and forward this request onto the Village Board with a positive recommendation. Funds to be allocated from 60-180-182-3110 Collection System Capital.

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.

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Village Labor & Equipment Rates - 2023

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

SUMMARY EXPLANATION:
As the Village may be requested for personnel or equipment to assist in a project or make repairs to Village equipment/utilities staff typically prepares a list of rates to be charged for labor and equipment. For 2023 staff is recommending a revised Labor Rates schedule that reflects an investigation into the actual labor rates which was compiled by the Payroll Department. These rates include all costs associated with an employee's payroll and incidental costs paid by the employer (SS, INS, WRS, FICA, etc). This created a more accurate cost. In addition to the actual cost, a 15% surcharge was added for administrative and overhead cost to manage any work required to handle invoicing tasks. The equipment rate was adjusted upward by 3%.

ATTACHMENT: ORDINANCE_____ RESOLUTION____ OTHER _X__

Proposed Labor and Equipment Rates for 2023.

RECOMMENDATION:
Staff recommends that the Public Works Committee forward on to the Village Board with a positive recommendation for approval.

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.

LABOR RATES -- 2023

VILLAGE OF GERMANTOWN

	Annual Hourly Rates		
POSITION DESCRIPTION	**2021**	**2022**	**2023**
Director of Public Works	$82.51	$85.40	$80.09
Community Development Director			$82.69
Village Engineer	$69.53	$71.96	$67.19
Project Engineer	$58.88	$60.94	$56.81
Civil Engineer	$44.33	$45.88	$54.63
Land Surveyor/Survey Crew w/Robot	$148.65	$153.85	$140.30
Engineer Tech III / Land Surveyor	$52.53	$54.37	$42.95
Construction Inspection	$52.73	$54.58	$52.84
Record Drawing Documentation Preparation	$52.73	$54.58	$51.75
Clerical_DPW			$43.64
Clerical_Planning/Zoning			$43.90
Superintendent_Highway	$59.52	$61.60	$67.24
Foreman_Highway			$63.14
Highway Maintenance Worker II	$49.94	$51.69	$58.02
Highway Operators (Traffic Signals)	$57.98	$60.01	$60.38
Superintendent_ Water Utility	$59.52	$61.60	$65.85
Foreman_Water Utility			$60.95
Superintendent_ Waste Water	$59.53	$61.61	$66.45
Utility Operator	$51.24	$53.03	$58.02

NOTE: 2023 rates reflect base wage + benefits/fed/state/pension/ins/ss (from payroll) + 15% Administration/Overhead.

EQUIPMENT RATES -- 2023

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates 2021	2022	2023
Cruz-Air	$74.27	$76.50	$78.79
Case Backhoe & Loader	$43.85	$45.17	$46.52
Michigan Loader	$56.03	$57.71	$59.44
Case/John Deer Loader/Snow Plow	$95.01	$97.86	$100.80
Case/John Deer Loader/Snow Blower	$129.10	$132.97	$136.96
Single Axle Dump Truck (5yd)	$40.19	$41.40	$42.64
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	$64.55	$66.49	$68.48
Tandem Axle Dump Truck	$53.59	$55.20	$56.85
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	$79.17	$81.55	$83.99
Quad Axle Dump Truck	$92.89	$95.68	$98.55
1-Ton Patrol Truck (2-3 yd)	$30.46	$31.37	$32.32
1-Ton Truck w/Plow	$37.76	$38.89	$40.06
Truck w/Water Jetter w/Aux. Power Unit	$60.89	$62.72	$64.60
Aerial Lift Truck	$75.52	$77.79	$80.12
3500- Truck w/ Utility Box & Crane	$65.00	$65.00	$65.00
Pickup Truck	$23.75	$24.46	$25.20
Pickup Truck w/Plow	$34.10	$35.12	$36.18
Self Propelled Vibrating Roller	$46.28	$47.67	$49.10
Self Propelled Non-Vibratory Roller	$42.62	$43.90	$45.22
185 cfm Air Compressor (Portable)	$34.10	$35.12	$36.18
Street Sweeper 40 Hp w/Front Mounted Broom	$45.06	$46.41	$47.80
Vacuum Sweeper	$99.87	$102.87	$105.95
Vac All	$104.74	$107.88	$111.12
Sewer line Televising Truck	$141.29	$145.53	$149.89
Combination Sewer Machine (pipe jetter & vac)	$170.51	$175.63	$180.89
Mini Excavator	$59.70	$61.49	$63.34
Skid Steer Loader w/Bucket	$38.98	$40.15	$41.35
Skid Steer Loader w/Snow Blower/Broom	$42.62	$43.90	$45.22
20" Enclosed Trailer	$15.45	$15.91	$16.39
REX Valve Turner	$85.49	$88.05	$90.70
10' Utility Trailer	$12.36	$12.73	$13.11
Tar Kettle	$41.41	$42.65	$43.93
Motorized Mower (24" & Under)	$16.15	$16.63	$17.13
Motorized Mower (25"-47")	$22.54	$23.22	$23.91
Motorized Mower (48" & larger)	$26.19	$26.98	$27.78
Tractor w/Sickle or Flail Mower	$56.14	$57.82	$59.56

Chain Saw	$14.94	$15.39	$15.85
Hydraulic Saw	$14.94	$15.39	$15.85
Hydraulic Pruner	$14.94	$15.39	$15.85
Chipper	$48.71	$50.17	$51.68
Generator (225 Kw)	$69.42	$71.50	$73.65
Generator (Under 10 Kw)	$30.46	$31.37	$32.32
Trailer Mounted Vacuum Excavator & Valve Turner	$102.31	$105.38	$108.54
6 " Pump/Hose	$37.76	$38.89	$40.06
4" Pump/Hose	$31.67	$32.62	$33.60
3" Pump/Hose	$26.19	$26.98	$27.78
Barricades----------DAILY COST	$3.66	$3.77	$3.88
Traffic Control Signs------DAILY COST	$1.83	$1.88	$1.94
NOTE: 2023 rates reflect a 3% increase of 2022 rates			

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Award Contract – 2023-Annual Seal Coating Program

SUBMITTED BY: Lawrence W Ratayczak, PE- Director of Public Works

SUMMARY EXPLANATION:
The 2023 Annual Seal Coating Program was advertised for bids which were received and read on February 16th, 2023. One (1) bidder responded to the advertisement with a qualified and accepted bid.

The bid received is as follows:

- Fahrner Asphalt Sealers, LLC $575,485.00 Base Bid
- Fahrner Asphalt Sealers, LLC $ 64,291.00 Alternate Bid
- **TOTAL BID** **$639,776.00**

The engineer's estimate was $685,000.00.

Staff has reviewed the bid and recommends the contract be awarded to Fahrner Asphalt Sealers, LLC.

In addition, the budget for the 2023 Seal Coating Program was $700,000.00 leaving a balance of $60,224.00 staff is recommending adding work through a Change Order in the amount of $24,000.00 which includes the following streets: 1) Hawthorne Dr; 2) Scarlet Dr; 3) Hidden Glen Ct; 4) Hidden Glen Ln; 5) Grey Fox Ct & 6) Friars Ct. The remaining balance is $36,224.00.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER __xx___

- Bid Tabulation

RECOMMENDATION:
Staff recommends awarding the contract to Fahrner Asphalt Sealers, LLC in the amount of $639,776.00. In addition, staff is requesting approval for Change Order No. 1 in the amount of $24,000.00.

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.

2023 Sealcoating Program (#8378594)
Owner: Germantown, Village of
Solicitor: Germantown, Village of
02/16/2023 10:00 AM CST

Section Titl	Line Item	Item Code	Item Descr	UofM	Quantity	Engineer Estimate Unit Price	Engineer Estimate Extension	Fahrner Asphalt Sealers, LLC Unit Price	Fahrner Asphalt Sealers, LLC Extension
SHADOWWOOD AREA							$0.00		$74,220.00
	1	1	MICROSUR	SY	21000			$3.07	$64,470.00
	2	2	FLEX PATCI	LF	1500			$6.50	$9,750.00
INDIAN HILLS							$0.00		$68,768.00
	3	3	MICROSUR	SY	22400			$3.07	$68,768.00
ISABELLE FARMS							$0.00		$66,275.00
	4	4	MICROSUR	SY	20000			$3.07	$61,400.00
	5	5	FLEX PATCI	LF	750			$6.50	$4,875.00
DONGES BAY ROAD							$0.00		$112,362.00
	6	6	MICROSUR	SY	36600			$3.07	$112,362.00
BROOKHOLLOW							$0.00		$43,800.00
	7	7	GSB-88	SY	36500			$1.20	$43,800.00
CARRIAGE AND HUDSON							$0.00		$3,000.00
	8	8	GSB-88	SY	2500			$1.20	$3,000.00
FOREST HEIGHTS							$0.00		$23,640.00
	9	9	GSB-88	SY	19700			$1.20	$23,640.00
HAPPY HOLLOW							$0.00		$12,720.00
	10	10	GSB-88	SY	10600			$1.20	$12,720.00
MERKEL AREA							$0.00		$18,000.00
	11	11	GSB-88	SY	15000			$1.20	$18,000.00
PRAIRIE GLEN I							$0.00		$10,200.00
	12	12	GSB-88	SY	8500			$1.20	$10,200.00
TREE TOPS							$0.00		$69,575.00
	13	13	GSB-88	SY	48500			$1.20	$58,200.00
	14	14	FLEX PATCI	LF	1750			$6.50	$11,375.00
WOODLAND PONDS							$0.00		$7,200.00
	15	15	GSB-88	SY	6000			$1.20	$7,200.00
BONNIWELL ROAD							$0.00		$65,725.00
	16	16	CHIP SEAL	SY	27500			$2.39	$65,725.00
Base Bid Total:							0		$575,485.00
ALTERNATE - COUNTRY AIRE DRIVE							$0.00		
	17	17	CHIP SEAL	SY	13500			$2.39	$32,265.00
ALTERNATE - CEDAR LANE							$0.00		
	18	18	CHIP SEAL	SY	13400			$2.39	$32,026.00
Alernate Bid Total:							$0.00		$64,291.00
Total Base + Alternate Bids:									$639,776.00
Proposed Change Order									$24,000.00
Proposed Award w/ Change Order									$663,776.00

PROPOSED SEALCOATING CHANGE ORDER

We are adding roads to the sealcoat program due to favorable bid prices to best use our allotted funds.

Scarlet/Hawthorne/Hidden Glen Area

1. Hawthorne Drive – Carriage Ave to Hidden Glen Ct/Ln
2. Scarlet Drive – Hawthorne to Carriage
3. Hidden Glen Ct/Ln – Creek Terrace to Termini
4. Grey Fox Court – Scarlet to Termini
5. Friars Court – Hawthorne to Termini

Total Area: 20,000 SY

GSB-88 Bid Price: $1.20/SY

Total Cost: $24,000

Germantown Park and Recreation Department
N112W17001 Mequon Rd
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262)250-4710 Fax (262)255-2920
Information Line (262)250-4711

Meeting Date:	March 1, 2023
To:	Public Works & Highway Committee
From:	Gil Standridge, Park and Recreation Director
RE:	Approval to contract Total Lawn Care for Parks Turf Management

Background information:
Approximately ten years ago a supervisor for Department of Public works reach out to an independent landscape company and contracted them to take care of Friedenfeld Park main football field. The field was in bad shape and DPW did not have the proper equipment to make the necessary landscape repairs. The field needed aerivation, top dressing, fertilization and broadleaf herbicide.
The independent contractor did such a good job of getting the football field back into great condition that other sports programs such as soccer and baseball that also have fields in Friedenfeld and other parks, noticed and was requesting the same care for their fields. So the private contractor agreed to take on the other athletic fields and make the improvements.
Besides the athletic fields the parks were over taking with broadleaf weeds so the contractor was asked to control the weeds. They were also ask to provide aerivation and herbicide to all of the parks.
For Years the cost to do these treatments was low enough that the Village did not have to put this service out for bid. However in the past couple of years due to rising cost in chemicals, equipment, manpower and so forth the cost to do all the work necessary for a turf management plan has risen considerably, to the point the Village Board has requested competitive prices from different landscape companies.

I sent out an Request for proposal to four (4) turf management companies and I received three proposals back by the deadline. David J. Frank Landscape Contracting contacted me to say they would not be submitting a bid. Total Lawn Care was the lowest bid at $32,610 and Natural Lawn of America turned in a proposal of $48,413. Corbin Landscaping & lawn care turned in a bid of $59,995.76 the highest amount.

I am requesting this Committee to allow me to contract Total Lawn Care to do the Turf Management plan for Germantown Parks department. This includes a turf management program for the Village nine (9) parks and Friedenfeld Main Football field. The account codes used to pay for this contract are: 105-535-305-200, and 165-675-303-300. Total Lawn Care requests $32,610 for which the money was budgeted for and approved for the 2023 budget.

Thanks in advance for your consideration on this matter.

Regards,
Gil Standridge
Parks and Recreation Director
Village of Germantown

Turf Management Plan
Germantown Parks Department
2023

Friedenfeld Park
Total Cost For The Complete 2023 Turf Management Program _____

Friedenfeld Main Football Field
Total Cost For The Complete 2023 Turf Management Program _____

Haupt Strasse Park
Total Cost For The Complete 2023 Turf Management Program _____

Firemans Park
Total Cost For The Complete 2023 Turf Management Program _____

Kinderburg Park
Total Cost For The Complete 2023 Turf Management Program _____

Alt Bauer Park*
Total Cost For The Complete 2023 Turf Management Program _____

Spassland Park*
Total Cost For The Complete 2023 Turf Management Program _____

Schoen Laufen Park*
Total Cost For The Complete 2023 Turf Management Program _____

Wiedenbach Park*
Total Cost For The Complete 2023 Turf Management Program _____

Dheinsville Park*
Total Cost For The Complete 2023 Turf Management Program _____

*These 5 parks are scheduled for 1 application of weed control -w- no fertilizer.

Total Cost For The Complete Turf Management Program For 2023 _____

Turf Management Plan
Firemans Park
2023

Early Spring

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Early Summer

1) Aerivation on all turf
2) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Late Summer

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb. of N/1000 sq ft

Late Fall

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft
2) Aerivation on all turf

Total Cost For Broadleaf Herbicide Of Entire Park (14 Acres): _____

Total Cost For Turf Management Plan Field A: _____

Total Cost For Turf Management Plan Field B: _____

TOTAL COST FOR COMPLETE 2023 TURF MANAGEMENT PLAN: _____

Turf Management Plan
Friedenfeld Main Football Field
2023

Early Spring

1) Top-dress the entire field with top-dressing sand.
2) Top-dress the middle 1/3rd of the field with Leissners' organic golf course topdressing.
3) Aerivation on all turf working the top-dressing into the soil.
4) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Total Cost Early Spring Work _____

Late Spring

1) Apply Mec Amine D – selective broadleaf herbicide

Total Cost For Herbicide Application _____

Early Summer

1) Aerivation on all turf

Total Cost For Aerivation _____

2) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Total Cost For Fertilizer Application _____

Mid-Summer

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Total Cost For Fertilizer Application _____

Late Summer

2) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb. of N/1000 sq ft

Total Cost For Fertilizer Application _____

Late Fall (After football season is complete)

1) Top-dress the middle 1/3rd of the field with Leissners' organic golf course topdressing.
2) Aerivation on all turf + dormant slit seeding of the middle 1/3rd of the field.
3) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Total Cost For Late Fall Work _____

Total Cost For The Turf Management Plan 2023 _____

Turf Management Plan
Friedenfeld Main Football Field
2023

Early Spring

1) Top-dress the entire field with top-dressing sand.
2) Top-dress the middle 1/3rd of the field with Leissners' organic golf course topdressing.
3) Aerivation on all turf working the top-dressing into the soil.
4) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft.

Total Cost of Early Spring work_____

Late Spring

1) Apply Mec Amine D – selective broadleaf herbicide

Total cost of herbicide application _____

Early Summer

1) Aerivation on all turf

Total cost for Aerivation _____

2) 25-0-3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Total cost of fertilizer application _____

Mid Summer

1) 25-0-3 with Nutrisphere applied at a rate of 1 lb of N/1000 sq ft

Total cost for fertilizer application_____

Late Summer

2) 25-0-3 with Nutrisphere applied at a rate of 1 lb. of N/1000 sq ft.

Total cost for fertilizer application_____

Late Fall (after the football season)

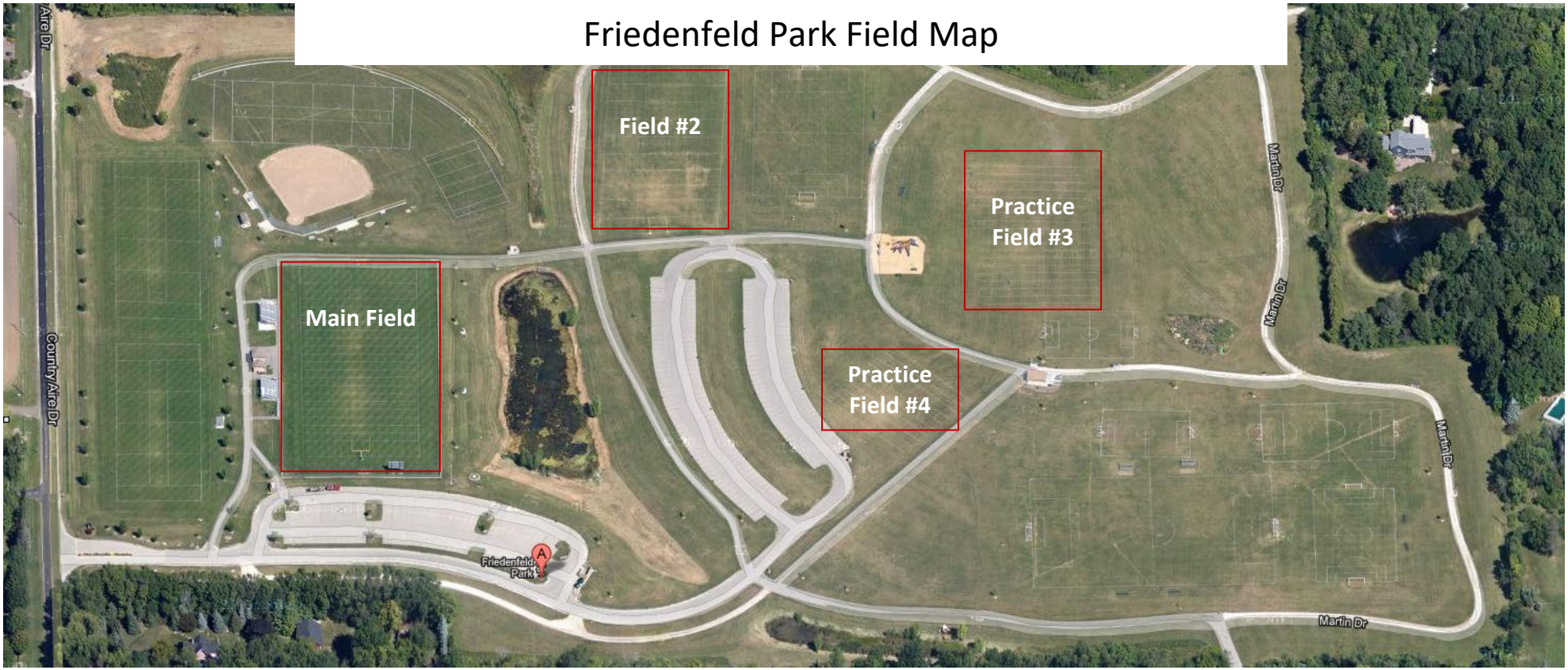
1) Top dress the middle 1/3rd of the field with Leissners' organic golf course topdressing
2) Aerivation on all turf + dormant slit seeding of the middle 1/3rd of the field
3) 25-0-3 with Nutrisphere applied at a rate of 1 lb of N/1000 sq ft.

Total Cost for late fall work _____

Total Cost for the Turf Management Plan 2023_____

APPENDIX A

Friedenfeld Park Field Map



Turf Management Plan
Haupt Strasse Park
2023

Early Spring

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Early Summer

1) Aerivation on all turf
2) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Late Summer

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb. of N/1000 sq ft

Late Fall

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft
2) Aerivation on all turf

Total Cost For Broadleaf Herbicide Of Entire Park (8.5 Acres): _____

Total Cost For Turf Management Plan Field A: _____

Total Cost For Turf Management Plan Field B: _____

TOTAL COST FOR COMPLETE 2023 TURF MANAGEMENT PLAN: _____

Turf Management Plan
Kinderburg Park
2023

Early Spring

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Early Summer

1) Aerivation on all turf
2) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft

Late Summer

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb. of N/1000 sq ft

Late Fall

1) 25 – 0 – 3 with NutriSphere applied at a rate of 1 lb of N/1000 sq ft
2) Aerivation on all turf

Total Cost For Broadleaf Herbicide Of Entire Park (22 Acres): _____

Total Cost For Turf Management Plan Field A: _____

Total Cost For Turf Management Plan Field B: _____

Total Cost For Turf Management Plan Field C: _____

TOTAL COST FOR COMPLETE 2023 TURF MANAGEMENT PLAN: _____

REQUEST FOR PROPOSALS
FOR
GERMANTOWN PARKS AND RECREATION DEPARTMENT
VILLAGE OF GERMANTOWN, WISCONSIN

JANUARY 23, 2023

Submittal deadline:
Friday February 17th, 2023 4:30 P.M.

PURPOSE AND BACKGROUND

The department of public works is responsible for turf management in all the village parks and athletic fields. However they do not have the equipment, or manpower to handle the proper turf management required to keep the youth athletic fields (within the village parks) properly maintained and competitive.

Approximately ten years ago a supervisor for Department of Public works reach out to an independent landscape company and contracted them to take care of Friedenfeld Park main football field. The field was in bad shape and DPW did not have the proper equipment to make the necessary landscape repairs. The field needed aerivation, top dressing, fertilization and broadleaf herbicide.
The independent contractor did such a good job of getting the football field back into great condition that other sports programs such as soccer and baseball that also have fields in Friedenfeld and other parks, noticed and was requesting the same care for their fields. So the private contractor agreed to take on the other athletic fields and make the improvements.
Besides the athletic fields the parks were over taking with broadleaf weeds so the contractor was asked to control the weeds. They were also ask to provide aerivation and herbicide to all of the parks.
For Years the cost to do these treatments was low enough that the Village did not have to put this service out for bid. However in the past couple of years due to rising cost in chemicals, equipment, manpower and so forth the cost to do all the work necessary for a turf management plan has risen considerably, to the point the Village Board has requested competitive prices from different landscape companies.

SCOPE OF WORK

Turf management (landscape) firms will be asked to apply their cost to each of the work expected to be done seasonally. The work is spelled out on the sheets in the attachment for each athletic field and park. Most parks and athletic fields require treatment four times a year, noted on the management plan. However Friedenfeld main football field requires treatment five times a year. Also a map of Friedenfeld Park with the layout of the athletic fields will also be include as well as a parks/facility address sheet that list all the addresses of all the parks involved.
Five parks, Alt Bauer, Spassland, Schoen Laufen, Widenbach, and Dheinsville only need one (1) application of weed control with no fertilizer.

INFORMATION REQUIRED FROM LANDSCAPE FIRMS

1. Name of firm and identify individual(s) preparing the proposal and who is representing the firm on the project. Complete address, phone, and email information.
2. Basic qualifications and related experience
3. Include on the work specs in the attachment the cost for each treatment and a total.

ISSUING OFFICE AND CONTACT INFORMATION

Gil Standridge
Parks and Recreation Director
Village of Germantown, Parks and Recreation Suite
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337
262-250-4715 office phone

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Kinderberg Park Interior & Exterior Painting Project

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:
As reflected in the 2023 Parks Department non-borrowed capital budget, $22,000.00 was allocated to paint the interior and exterior of the Kinderberg Park shelter. The exterior will also be painted on the other out-buildings within the park as well. Staff has solicited pricing from area contractors and the results are listed below.

Service Painting Corporation:	$16,600.00
MACORP LLC:	$21,923.00
Hess Sweitzer Painting LLC:	Responded but did not submit proposal.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:
Staff recommends contracting with Service Painting Corporation to complete the painting project in an amount not to exceed $16,600.00 and forward this request onto the Village Board with a positive recommendation. If approved, funds shall be allocated from the Parks Department non-borrowed capital account: 10-553-570-8200.

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.

BUSINESS OF THE PUBLIC WORKS & VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Reduce Letter of Credit-Capstone-41 Bldg #1(aka CAPSTONE QUADRANGLE)

SUBMITTED BY: Lawrence W Ratayczak, PE- Director of Public Works

SUMMARY EXPLANATION:
The Letter of Credit (LOC) was required by the Development Agreement with CAPSTONE QUADRANGLE for the Development known as Capstone-41. The Developers Agreement included the installation of public sanitary sewer and roadway. All within easements. These improvements have been completed, accepted, and placed in service. Building #1 has been occupied since October of 2022.

The current Letter of Credit, LOC, is in the amount of $1,483,725.00 and the developer is requesting a reduction in the amount of $1,483,725.00 leaving a surety balance of $0.00. There is no work remaining to be completed to meet the requirements of the Developers Agreement. The completed work has been tested and accepted by the required Village departments.

The Director of Public Works recommends the reduction of the LOC as requested.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:
Staff recommends the Public Works Committee approve the Capstone-41 Financial Letter of Credit No. 929 issued by Associated Bank to be reduced to $0.00.

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.

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: Fire Department Trench Drain System Replacement

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:
In January, this committee, and the Village Board approved improvements to the vehicle bay epoxy floor at the Fire Station. The Fire Station vehicle bay has a 55' trench drain running down the center of the building to remove excess water from the floor. As part of the epoxy floor pre-construction meeting, it was discovered that the framework supporting the trench drain grates, had severely deteriorated. Though this project was not specifically discussed as part of 2023 budget process, you may remember that the interior flooring project also approved in January came in significantly under budget ($115,000.00 remaining after project was awarded). It would be my recommendation to use a portion of the remaining funds to complete the trench drain replacement project prior to the epoxy floor project. This will ensure the best possible longevity for both projects. Staff has solicited pricing from several area contractors and the results are listed below.

Braden Plumbing Inc.:	$21,340.00
DeBelak Plumbing & Heating Inc.:	$26,808.00
Tetzlaff Plumbing Inc.:	$27,350.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:
Staff recommends contracting with Braden Plumbing Inc. to complete the trench drain replacement project in an amount not to exceed $21,340.00 and forward this request onto the Village Board with a positive recommendation. If approved, funds shall be allocated from Buildings & Grounds capital account: 40-519-570-8222.

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.

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

MEETING DATE: Wednesday, March 1st, 2023

AGENDA ITEM: New Business

ITEM TITLE: 2022–2023 Patrol Truck Discussion.

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:
You may likely recall that in January of 2022 staff discussed the purchase of two patrol trucks with both the Public Works Committee, and Village Board. Below is a summary for your review and subsequent discussion.

- 2022 shortfall as budgeted amount of $200,000.00 was not enough to cover the manufacturer cost increases. Additionally, our local supplier Truck Country did not have a truck chassis to sell the village in January of 2022.
- Public Works Committee and Village Board commitment in January of 2022, authorizing the purchase of both the 2022 truck and 2023 truck later in the calendar year of 2022. Both Western Star Chassis were ordered in late December of 2022 once they became available from the manufacturer.
- $200,000.00 was budgeted in 2022, rolled into 2023 and coupled with an additional $240,000.00 as part of the 2023 budget, giving us $440,000.00 total for the expenditure.
- Chassis construction is in que, and they are scheduled to be delivered to the village in May of 2023. Total expenditure for the two chassis is $264,781.00, this leaves us $175,219.00 in remaining funds to purchase and build the equipment portion of the truck.
- In early February of 2023, we finally received our equipment pricing from Burke Truck to complete the equipment portion, and the total expenditure for both trucks is $227,416.80. Staff has worked to get equipment pricing since last summer as work on the 2023 budget was underway.
- Because we did not have our final equipment pricing, the 2023 budget included our "best estimate" at that time. Staff has now learned that the remaining funds are again not sufficient to complete the construction of these trucks.
- The cost of $227,416.80 to purchase equipment and construct both trucks, minus the remaining budget of $175,219.00, leaves a shortfall of $52,197.80.
- If the trucks are delivered in May, and we reallocate some budgeted funds, there is a high probability that we could see final delivery of both trucks right toward the end of 2023.

RECOMMENDATION:
Staff recommends reallocating excess funds from the Buildings & Grounds capital budget to offset the monetary shortfall to complete this truck purchase and forward this request onto the Village Board with a positive recommendation. If approved, the shortfall in 40-542-570-8520, shall be covered by the surplus in 40-519-570-8222.

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.

VILLAGE BOARD

GERMANTOWN, WI

MEETING DATE: March 6, 2023

AGENDA ITEM: New Business

ITEM TITLES: Discussion on Waste Management Service Issues

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

The Village is currently in the third year of a seven year contract with Waste Management for garbage and recycling collection and disposal services. Over, at least the past year, the number of complaints we receive in Village Hall regarding Waste Management services has increased significantly. Most complaints are regarding late and missed collections. Many other complaints are related to the Waste Management customer service line and web page.

The local management team for Waste Management has generally been responsive to our calls and attempts to get to late or missed collections as soon as possible. The local Waste Management team cites staffing turnover and shortages, equipment shortages, and supply chain issues for repair parts as causes for the poor service delivery.

Waste Management staff recently appeared before the Public Works & Highways Committee to present a change in routes and collection days in an attempt to improve service delivery. During the presentation, Waste Management staff indicated they had a communication plan to inform residents of collection changes, including a mailer. However, it appears the communication plan was implemented poorly. We received multiple calls from residents who did not receive the mailer or received it after their new collection date was effective. As a result, the route change appears to have exacerbated service issues, at least in the short term.

I have informed Waste Management staff this item is on the Village Board agenda and they indicated they plan to have a representative at the meeting.

.Attached: Ordinance_____ Resolution_____ Other____

Recommendation:

No action is recommended at this time.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 6, 2023

AGENDA ITEM: New Business [ORDINANCE No. 03-2023 & CONDITIONAL USE PERMIT No. 03-2023]

ITEM TITLE: M Squared Engineering LLC, Agent for Orange Blossom LLC, Property Owner of DJ Frank Landscape Contracting– N120 W21350 Freistadt Road; Ordinance #03-2023 to Rezone property from the A-1: Agricultural & B-3: General Business Districts to the A-2: Agricultural Zoning District; Conditional Use Permit No. 03-2023 for a Horticultural Services operation; and a Certified Survey Map (CSM)

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

SUMMARY EXPLANATION:
Orange Blossom LLC owns three parcels that are leased to David J Frank Landscaping. David J Frank is proposing to expand the existing non-conforming landscaping operation and, to maintain Zoning Code compliance, needs approval of the following applications as a pre-requisite for expansion of the existing landscaping operation:

- Certified Survey Map (CSM) to combine three (3) parcels owned by Orange Blossom LLC into one 39.3-acre parcel;
- Rezoning application for the 39.3-acre parcel from the existing A-1: Agricultural & B-3: General Business Districts into the A-2: General Agricultural District; and
- Conditional Use Permit (CUP) for “Horticultural Services” allowed in the A-2 District (that allows the operation of general landscaping and more intensive hardscape and property management services more commonly included under “Horticultural Services”).

David J Frank anticipates submitting detailed site development and building plans for a new vehicle maintenance facility, remodeling and expansion of an existing office building, and the relocation and expansion of an above-ground fuel tank storage facility.

PLAN COMMISSION RECOMMENDATIONS:
APPROVE rezoning all 39.3 acres from the A-1: Agricultural District (34.2 acres) and the B-3: General Business District (5.08 acres) into the A-2: Agricultural District.

APPROVE a Certified Survey Map (CSM) to combine three (3) parcels owned by Orange Blossom LLC totaling 39.3 acres subject to (1) condition.

APPROVE a Conditional Use Permit (CUP) for the existing David J Frank Landscape Contracting “horticultural services” operation from the 39.3-acre property subject to (6) conditions.

APPLICATION, PLANS & RELATED DOCUMENTS:
All relevant documents, including the proposed CSM, draft CUP document, and supporting information and application, staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

ORDINANCE NO. 03 - 2023

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

Village of Germantown, Property Owner

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural and B-3: General Business Zoning Districts to the A-2 General Agricultural District for the following described property:

Property Description:
PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01 °08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41 °58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41 °58'45" W 591.46 FEET; THENCE N 01 °08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S, 91 °08'34" E 1699.09 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 39.29 ACRES.

N120 W21350 Freistadt Road (GTNV 183-996, GTNV 183-997 & GTNV 183990)

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:

CUP # 03-2023 Document No.	CONDITIONAL USE PERMIT Document Title

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

Whereas the Applicant:
Orange Blossom LLC, Property Owner & David J Frank Landscape Contracting

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

Now, therefore, this permit is issued to the Applicant to allow the operation of a "Horticultural Services" business from the property located at N120 W21350 Freistadt Road pursuant to Section 17.13(2)(k) of the Village Zoning Code.

Name & Return Address:
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Parcel Identification No:
GTNV 183-996, 183-997, 183-990

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

N120 W21350 Freistadt Road; Tax Key: (GTNV 183-990, 183-996 & 183-997)

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01 °08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41 °58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41 °58'45" W 591.46 FEET; THENCE N 01 °08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S, 91 °08'34" E 1699.09 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 39.29 ACRES.

Pursuant to the following condition(s):

1. The uses and activities allowed on the property shall be limited to those uses and activities and locations for vehicle parking specified in the conditional use permit (CUP) application and supporting documents dated February 8, 2023. The size and relative location of those areas within the property from which said uses and activities are permitted are limited to that presented in the detailed "Concept Site Plan" dated February 6, 2023, and description submitted with the supporting documents. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village (typically Monday through Friday,

6:00am to 6:00pm). After hours activities are limited to ~~weekend~~ watering & maintenance in the nursery and holding areas; semi deliveries and loading/unloading operations; and snow & ice removal operations.

2. The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount, or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Zoning Administrator.
3. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.
4. All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premises advertising and directional signage is regulated by the Village and requires a permit if/when allowed.
5. In the event the Village receives complaints regarding noise, dust, smoke, or other impacts negatively affecting adjacent properties, including but not limited to noise from truck-mounted backup alarms, the Owner/Operator shall work cooperatively with the Village to implement measures necessary to mitigate the impacts noise and resolve the issue.
6. All site improvements and all building, shelter, parking area, signage, exterior lighting, and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2023.

_____
Dean Wolter, Village President

ATTEST:

_____
Deanna B. Braunschweig, WCMC/CMC, Village Clerk

DRAFT

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)
Personally came before me this _____ day of _____, 2023, the above named Dean Wolter, Village President, and Deanna B. Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
{type or print name of Notary on this line}

_____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY OPERATOR
As property owner, I, _____, on behalf of the property owner, Orange Blossom LLC, do hereby accept the terms and conditions set forth herein and realize that non-adherence to the terms and conditions as stated herein may result in the revocation of this Permit and/or other enforcement action by the Village of Germantown.

Dated this ___ day of _____, 2023

_____
(type or print name on this line)

_____
(signature on this line)

STATE OF WISCONSIN) SS
_____ COUNTY)
Personally came before me this _____ day of _____, 2023, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
{type or print name of Notary on this line}

_____
{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

DRAFT

PLAN COMMISSION MINUTES
February 27, 2023

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

ROLL CALL: Chairman Dean Wolter, Trustee Representative David Baum, Commissioners Peter Nilles, Tony Laszewski, Bill Shadid and Josh Tarantino were present. Commissioner Bob Williams was absent and excused. Also present were Community Development Director Jeff Retzlaff and Planning Assistant Lori Johnson.

PUBLIC INPUT: None

APPROVAL OF MINUTES:

MOTION Baum second Nilles to Approve the minutes from February 13, 2023
MOTION carried unanimously.

David J Frank – N120 W21350 Freistadt Road. The request is for approval of a Certified Survey Map, Rezoning and Conditional Use Permit to accommodate future expansion of the existing landscape services operation. Director Retzlaff summarized the proposal.

Public Hearing opened: 6:44 pm
- John Joestgen, DJ Frank COO, asked to strike the word weekend in the Condition #1 of the CUP.

Public Hearing closed 6:47 pm.

MOTION Baum second Laszewski to Approve rezoning all 39.3 acres from the A-1: Agricultural District (34.2 acres) and the B-3: General Business District (5.08 acres) into the A-2: Agricultural District.

Trustee Baum asked when we will have a master plan for the area. Director Retzlaff explained staff is working on developing the utility and road extension route in the Freistadt District as it relates to the Richfield utility extension. He is hoping to have a special Plan Commission meeting in 2 weeks to work on the 2050 Plan implementation activities and come up with a priority list of what we want to do. Mr. Joestgen commented that DJ Frank has very little going on during the weekend hours.

MOTION carried unanimously.

MOTION Baum second Laszewski to Approve the Certified Survey Map to combine the three (3) parcels owned by Orange Blossom LLC totaling 39.3 acres subject to the following conditions:

1. ***The CSM shall be revised to reflect the Village Surveyor comments contained in the January 6, 2023, review memo prior to recording the CSM.***

MOTION carried unanimously.

MOTION Baum second Laszewski to Approve a Conditional Use Permit for the existing David J Frank Landscape Contracting "horticultural services" operation from the 39.3-acre property subject to the following conditions including a change to Condition #1 changing the last sentence to eliminate the word weekend and the hours should be changed to Monday through Saturday on the paperwork.

1. ***The uses and activities allowed on the property shall be limited to those uses and activities and locations for vehicle parking specified in the conditional use permit (CUP) application and supporting documents dated February 8, 2023. The size and***

relative location of those areas within the property from which said uses and activities are permitted are limited to that presented in the detailed "Concept Site Plan" dated February 6, 2023, and description submitted with the supporting documents. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village (typically Monday through Friday, 6:00am to 6:00pm). After hours activities are limited to ~~weekend~~ watering & maintenance in the nursery and holding areas; semi deliveries and loading/unloading operations; and snow & ice removal operations.

2. ***The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Zoning Administrator.***
3. ***If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.***
4. ***All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premise advertising and directional signage is regulated by the Village and requires a permit if/when allowed.***
5. ***In the event the Village receives complaints regarding noise, dust, smoke, or other impacts negatively affecting adjacent properties, including but not limited to noise from truck-mounted backup alarms, the Owner/Operator shall work cooperatively with the Village to implement measures necessary to mitigate the impacts noise and resolve the issue.***
6. ***All site improvements and all building, shelter, parking area, signage, exterior lighting and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.***

MOTION carried unanimously.

Jim Marriott, agent for Stonecast Products and the Village of Germantown, Property Owner – Parcel 2 of CSM 5028, south of Donges Bay Road and the North Crossway Channel, east of the railroad, north of the Omega Hills landfill. The request is for approval of a 2-lot Certified Survey Map, Rezoning and Site Development and Building Plans for the development of a pre-cast concrete panel storage facility on 33.9 acres in the Town 9 Business Park. Director Retzlaff summarized the proposal. Jim Marriott said he had been looking for a site for 4-5 years and appreciated the Village working with them. He did not realize the gap parcel had trees on it or that screening would be required in that area. Chris Jackson, CJ Engineering, explained the DPW site is 5 to 8 feet lower than this site and the further you are from the property line you won't see the storage panels.

Public Hearing opened: 7:13 pm.

CERTIFIED SURVEY MAP (CSM), REZONING & CONDITIONAL USE PERMIT APPLICATIONS

2/13/23 Plan Commission Meeting

Orange Blossom LLC / David J Frank Landscape Contracting

Village Planner Report **Germantown, Wisconsin**

Summary

M Squared Engineering Inc., agent for Orange Blossom LLC and David J Frank Landscape Contracting, property owner, is requesting approval of a Certified Survey Map (CSM), Rezoning and Conditional Use Permit (CUP) to accommodate future expansion of the existing landscape services operation from the 39.3-acre property located at N120 21350 Freistadt Road east of US41.

Property Location: N120 W21350 Freistadt Road

Applicant/
Property Owner:

Matt Hahm	David R. Frank
M Squared Eng LLC	David J Frank Landscape Contracting
N19 W6719 Commerce St	N120W21350 Freistadt Road
Cedarburg, WI	Germantown, WI

Current Zoning: A-1: Agricultural & B-3: General Business
Proposed Zoning: A-2: Agricultural

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Business/Professional Office	B-4
East	Agricultural	A-1
West	US41	N/A



Proposal

M Squared Engineering Inc., agent for Orange Blossom LLC and David J Frank Landscape Contracting, property owner, is requesting approval of a Certified Survey Map (CSM), Rezoning and Conditional Use Permit (CUP) to accommodate future expansion of the existing landscape services operation from the 39.3-acre property located at N120 W21350 Freistadt Road east of US41.

As described in the supporting application, Orange Blossom LLC owns three parcels that are leased to David J Frank Landscaping. Village Staff advised David J Frank that in order to expand the existing non-conforming operation, the three parcels need to be combined into one parcel, the properly rezoned into the A-2: Agricultural District and a conditional use permit (CUP) issued for “horticultural services”. Those three applications have been filed in anticipation of submitting detailed site development and building plans for a new vehicle maintenance facility, remodeling and expansion of an existing office building, and the relocation and expansion of an above-ground fuel tank storage facility.

Certified Survey Map (CSM)

The proposed CSM combines the three (3) parcels owned by Orange Blossom LLC into a single 39.3-acre parcel.

Rezoning Application

Rezone all 39.3 acres from the A-1: Agricultural District (34.2 acres) and the B-3: General Business District (5.08 acres) into the A-2: Agricultural District.

David J Frank Landscape Contracting started operating from the Freistadt Road property around 1975. While most of the 33.9 acres of land is currently zoned A-1: Agricultural, the 5.1-acre property from which the business originally started is currently zoned B-3: General Business. It appears that in 1975 the Village allowed the operation under the business zoning district that has now grown beyond the 5.1-acre parcel. Which effectively means the current operation is a legal non-conforming use with portions of the property located in both the B-3 and A-1 Districts.

The property needs to be rezoned into the A-2: Agricultural District as a prerequisite for operating the landscaping business (referred to as “horticultural services” in the A-2 District regulations). The A-2 District allows the same permitted uses as the A-1 District, including plant nurseries, but also allows more intense hardscape and landscape services more commonly included under “horticultural services”.

Conditional Use Permit (CUP)

As described in the supporting information, David J Frank Landscape Contracting operates from a total of eight (8) locations throughout Wisconsin, The Germantown location serves as headquarters for the company.

Approximately fifty (50) employees operate from the Germantown location including accounting, payroll, human resources, IT, nursery operations, sales, mechanics and management staff. Another 40-50 employees report to the Germantown location but are dispatched daily to work at off-site job sites.

Hours of operation are typically Monday to Saturday, 6:00am to 6:00pm.Activites conducted on-site include:

- Office & company management services
- Vehicle & equipment storage & maintenance
- Loading/unloading vehicles with equipment & materials
- Nursery planting & digging
- Plant growing & staging
- Brush chipping
- Topsoil/compost operations
- Salt storage

Vehicles and equipment used on an/or stored at the Germantown location include approximately:

- (40) trucks
- (10) skid steers/wheel loaders
- 50-100 pieces of equipment used seasonally (trucks, trailers, loaders, chippers, soil screeners, snow removal equipment
- 1,000 pieces of small equipment (mowers, line trimmers, hedge trimmers, sod cutters, rototillers, chain saws, etc.
- Snowplows and salters used by the company are stored at the Germantown location when not in use (April to November)

Other details of the operation are explained in the CUP application, supporting documents, with the relative location and size of all office buildings, vehicle storage & maintenance buildings, landscape construction & landscape maintenance buildings, nursery & plant areas, topsoil and other material storage, etc. shown on the “Concept Site Plan” for the entire 39.3- acre property.

David J Frank also leases approximately 30-35 acres of agricultural land from the adjacent owner, Freistadt Corp. for tree and nursery stock growing.

Staff Comments

Community Development: Planning & Zoning

As previously discussed, the purpose for the applications is to being the operation and property into Zoning Code compliance so future site and building improvements can occur. At this time, it is anticipated that a new 80’ x 100’ (8,000 sqft) vehicle maintenance building will be constructed on-site; the existing office building will be expanded and remodeled (after the vehicle maintenance area relocates, and a new above-ground fuel storage tank facility will be installed.

Village Staff has had discussions with David J Frank regarding future land use in the “Freistadt District” under the 2050 Plan and the imminent extension of public sewer & water utilities through the area north of Freistadt Road to the Villager of Richfield, their opportunity to hook up to those utilities, and the potential route(s) for those utilities past or through the David J Frank property. David J Frank has indicated that it’s their desire to continue to operate from the Germantown location indefinitely, but are willing to work cooperatively with the Village and adjoining properties regarding future development in the Freistadt District.

Community Development: Inspection Services
No comment. State-approved plans will be required prior to issuing a building permit along with the required $20,000 occupancy bond for the future vehicle maintenance and office building expansion projects.

Public Works/ Village Engineer/Village Surveyor
No comment. Detailed grading, erosion control and storm water management plans will be required at the time the future vehicle maintenance and office building expansion projects are submitted for review and approval.

Fire & Police Departments
The Fire Department has indicated that the future vehicle maintenance building may require sprinklers depending on the building size.

VILLAGE STAFF RECOMMENDATIONS

APPROVE rezoning all 39.3 acres from the A-1: Agricultural District (34.2 acres) and the B-3: General Business District (5.08 acres) into the A-2: Agricultural District.

APPROVE the Certified Survey Map (CSM) to combine the three (3) parcels owned by Orange Blossom LLC totaling 39.3 acres subject to the following conditions:

1. The CSM shall be revised to reflect the Village Surveyor comments contained in the January 6, 2023, review memo prior to recording the CSM.

APPROVE a Conditional Use Permit to for the existing David J Frank Landscape Contracting “horticultural services” operation from the 39.3-acre property subject to the following conditions:

1. The uses and activities allowed on the property shall be limited to those uses and activities and locations for vehicle parking specified in the conditional use permit (CUP) application and supporting documents dated February 8, 2023. The size and relative location of those areas within the property from which said uses and activities are permitted are limited to that presented in the detailed “Concept Site Plan” dated February 6, 2023, and description submitted with the supporting documents. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village (typically Monday through Friday, 6:00am to 6:00pm). After hours activities are limited to weekend watering & maintenance in the nursery and holding areas; semi deliveries and loading/unloading operations; and snow & ice removal operations.

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6. All site improvements and all building, shelter, parking area, signage, exterior lighting and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.

REZONING MAP

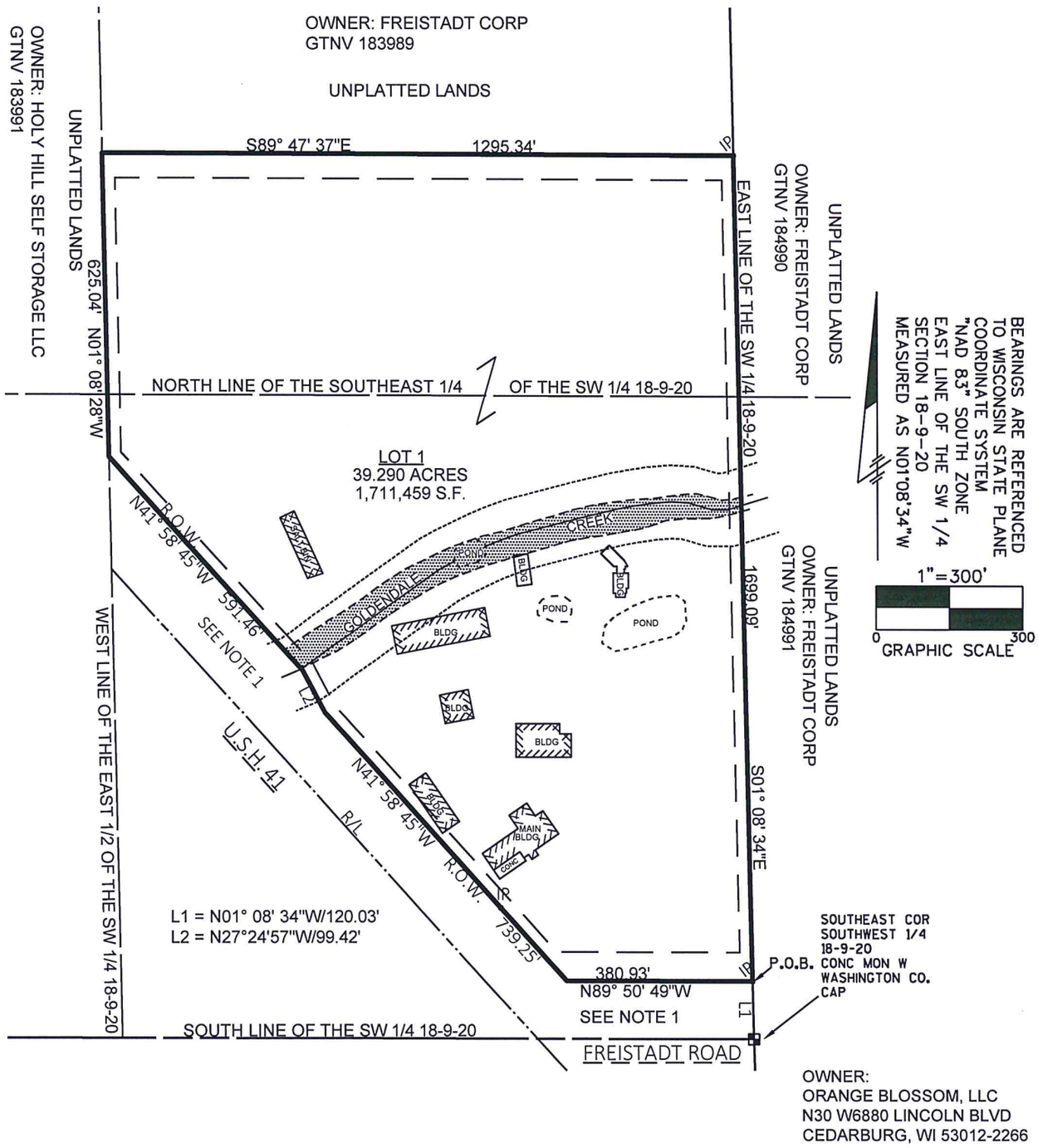
REZONE FROM A-1 AND B-3 TO A-2

REZONING DESCRIPTION:

THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01°08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41°58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41°58'45" W 591.46 FEET; THENCE N 01°08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 ; THENCE S 01°08'34" E 1699.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 39.290 ACRES, 1,711,459 S.F.



OWNER:
ORANGE BLOSSOM, LLC
N30 W6880 LINCOLN BLVD
CEDARBURG, WI 53012-2266

LEGEND

R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
R/L REFERENCE LINE

NOTE 1:
RIGHT OF WAY ACQUIRED UNDER WISCONSIN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT PROJECT T03-1(65)

NOTE 2:
OWNER: ORANGE BLOSSOM LLC
GTNV 183997
CURRENT ZONING B-3

ZONING

A-1	AGRICULTURAL DISTRICT
A-2	HORTICULTURAL SERVICES
B-3	GENERAL BUSINESS
I	INSTITUTIONAL

M Squared Engineering, LLC
...where engineering solutions meet water quality...
N19 W6719 Commerce Court
Cedarburg, WI 53012
Phone: (262)376-4246 www.msquaredengineering.com Fax: (262)375-2274

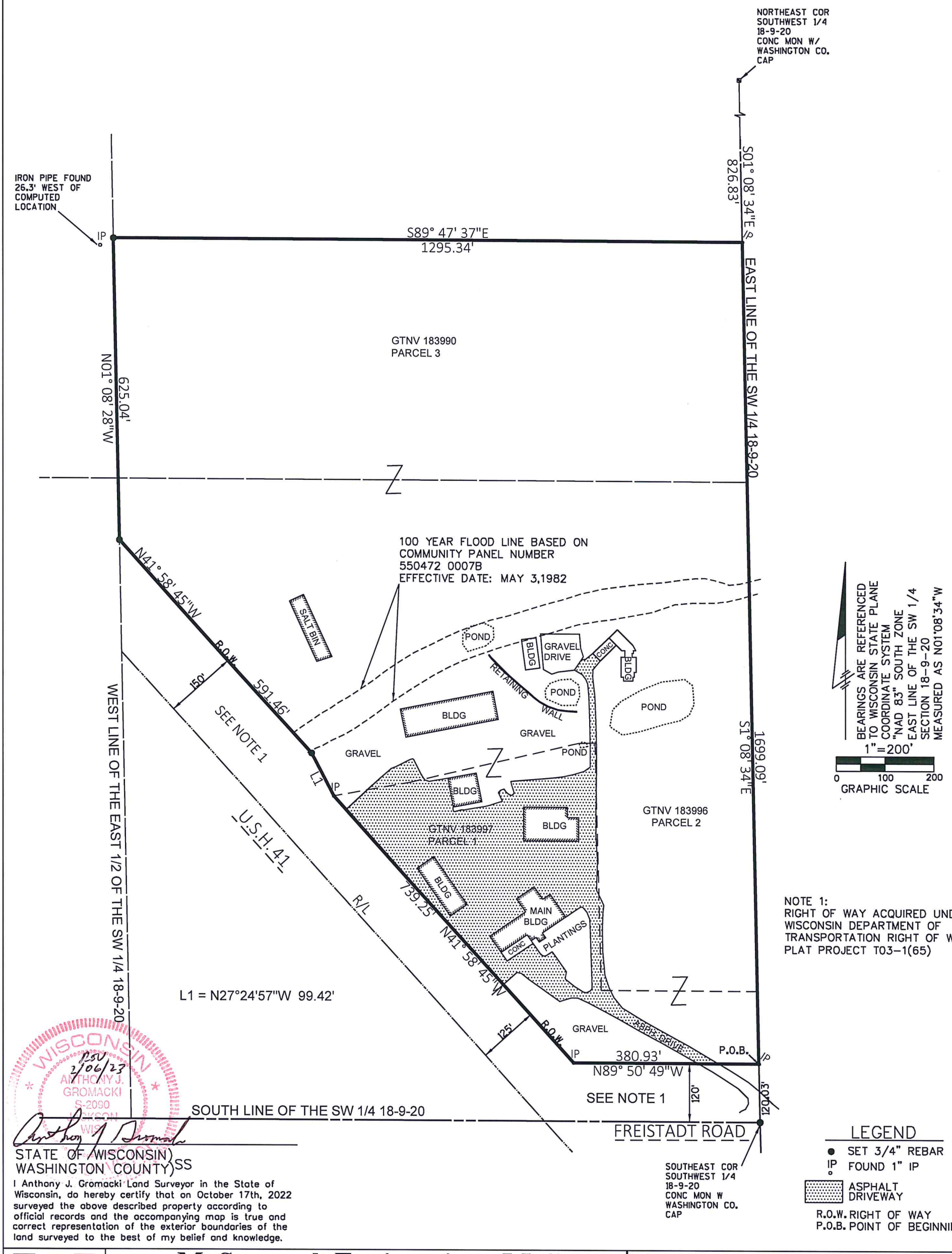
ORANGE BLOSSOM, LLC

PROJECT: D. J. FRANK
PROJECT NO.: 22-731-187
DRAWN BY: AJG
DATE: 11/08/2022 **REV:** 2/06/23

SCALE: 1" = 300'

PLAT OF SURVEY

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.



NOTE 1:
RIGHT OF WAY ACQUIRED UNDER WISCONSIN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT PROJECT T03-1(65)

LEGEND

- ● SET 3/4" REBAR
- IP FOUND 1" IP
- ASPHALT DRIVEWAY
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING

WISCONSIN
ANTHONY J. GROMACKI
S-2090
JACKSON WIS

2/06/23

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS

I Anthony J. Gromacki Land Surveyor in the State of Wisconsin, do hereby certify that on October 17th, 2022 surveyed the above described property according to official records and the accompanying map is true and correct representation of the exterior boundaries of the land surveyed to the best of my belief and knowledge.

M Squared Engineering, LLC
...where engineering solutions meet water quality...
N19 W6719 Commerce Court
Cedarburg, WI 53012
www.msquaredengineering.com
Phone: (262)376-4246

PLAT OF SURVEY

PROJECT: D. J. FRANK
PROJECT NO.: 20-705-187
DRAWN BY: AJG
DATE: 10/27/2022 **REV:** 2/06/2023

SCALE: 1" = 200'

SHEET 1 OF 2

PLAT OF SURVEY

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

LEGAL DESCRIPTION FROM QUIT CLAIM DEED DOC. NO. 1486106

PARCEL 1:
THAT PART OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER(1/4) OF SECTION EIGHTEEN(18), TOWNSHIP NINE(9) NORTH, RANGE TWENTY(20) EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 18; THENCE N88°51'00"W 444.85 FEET; THENCE N01°09'00"E 270.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION;THENCE N88°51'00"W 109.90 FEET; THENCE N41°04'00"W ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 41, 529.80 FEET;THENCE N80°41'00"E 191.50 FEET; THENCE N77°45'00"E 358.00 FEET; THENCE S00°27'00"E 510.35 FEET; THENCE N88°51'00"W 84.70 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THAT PORTION THEREOF HERETOFORE CONVEYED TO STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AS DESCRIBED BY DEED RECORDED IN THE WASHINGTON COUNTY REGISTRY IN VOLUME 462 OF RECORDS ON PAGE 76, AS DOCUMENT NO. 306072. TOGETHER WITH AN EASEMENT FOR ROADWAY PURPOSES DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCEN88°51'00"W 444.85 FEET; THENCE N01°09'00"E 270.00 FEET; THENCE S88°51'00"E 84.70 FEET O THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N00°27'00"W 510.35 FEET; THENCE N89°33'00"E 33.00 FEET; THENCE S00°27'00"E 511.27 FEET; THENCE N88°51'00"W 33.01 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:
PART OF THE SOUTHEAST QUARTER(1/4) OF THE SOUTHWEST QUARTER(1/4) OF SECTION EIGHTEEN(18), TOWNSHIP NINE(9) NORTH, RANGE TWENTY(20) EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 ; THENCE N89°50'53"W 443.65 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 ; THENCE N41°58'50"W ALONG THE REFERENCE LINE OF U.S.H. 41 TO A POINT WHICH IS 270.00 FEET N00°09'07"E OF THE SOUTH LINE OF SAID SOUTHWEST1/4 ; THENCE S89°50'53"E TO THE EAST LINE OF SAID SOUTHWEST 1/4 ; THENCE SOUTHERLY TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 120 FEET AND THE SOUTHWESTERLY 125 FEET THEREOF.

PARCEL 3:
THE SOUTH 55 ACRES OF THE EAST ONE-HALF(1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION EIGHTEEN(18), IN TOWNSHIP NINE(9) NORTH, RANGE TWENTY(20) EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, ALONG WITH THOSE PORTIONS CONVEYED AS PART OF A PROPERTY LINE ADJUSTMENT RECORDED IN QUIT CLAIM DEED DOCUMENT NO. 1475105. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND, VIZ:
(1) THAT PART LYING SOUTHWESTERLY OF A LINE WHICH IS 100 FEET NORTHEASTERLY OF, AND AS MEASURED NORMAL TO THE FOLLOWING DESCRIBED REFERENCE LINE AND ITS NORTHWESTERLY EXTENSION: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST 1/16 LINE, 316.00 FEET TO THE PLACE OF BEGINNING; THENCE S41°00'00"E TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION, BEING AT A POINT 443.80 FEET WEST OF THE SOUTH QUARTER CORNER THEREOF.
(2) THE SOUTH 270 FEET OF THE EAST 600 FEET OF THE EAST ONE-HALF(1/2) OF THE SOUTHWEST QUARTER(1/4), EXCEPTING THEREFROM THAT PORTION DESCRIBED ABOVE, BUT WITH ALL RIGHT, TITLE AND INTEREST IN A PRIVATE DRIVEWAY THEREON AT STATION 23 ON THE NORTH SIDE OF A TOWN ROAD (KNOWN AS THE HUBERTUS ROAD) 260 FEET EAST OF THE CENTERLINE OF UNITED STATES HIGHWAY 41, ALL AS PER AUTHORIZATION FOR ACCESS ISSUED TO WILLIAM KUHN, HIS SUCCESSORS, HEIRS, AND ASSIGNS BY THE STATE HIGHWAY COMMISSION OF WISCONSIN ON MAY 28, 1957.
(3) COMMENCING AT THE SOUTH QUARTER POST OF SECTION 18; THENCE WEST ALONG THE SECTION LINE, 308.56 FEET; THENCE N42°08'00"W 1327.46 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N42°08'00"W 200.18 FEET; THENCE EAST 50.00 FEET; THENCE S29°34'00"E 170.58 FEET TO THE PLACE OF BEGINNING.
(4) COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 18; THENCE N88°51'00"W 444.85 FEET; THENCE N01°09'00"E 270.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N88°51'00"W 109.90 FEET; THENCE N41°04'00"W ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S.H. 41, 529.80 FEET; THENCE N80°41'00"E 191.50 FEET ; THENCE N77°45'00"E 358.00 FEET; THENCE S00°27'00"E 510.35 FEET; THENCE N88°51'00"W 84.70 FEET TO THE PLACE OF BEGINNING.
(5) THAT PORTION THEREOF HERETOFORE CONVEYED TO THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AS DESCRIBED BY DEED RECORDED IN THE WASHINGTON COUNTY REGISTRY IN VOLUME 460 OF RECORDS AT PAGE 360, AS DOCUMENT NO. 305374.
(6) THOSE PORTIONS CONVEYED AS PART OF A PROPERTY LINE ADJUSTMENT RECORDED IN QUIT CLAIM DEED DOCUMENT NO. 1475105.

"AS-SURVEYED" LEGAL DESCRIPTION:

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01°08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41°58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41°58'45" W 591.46 FEET; THENCE N 01°08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 ; THENCE S 01°08'34" E 1699.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 39.29 ACRES, 1,711,459 S.F.

WISCONSIN
10/27/22
ANTHONY J. GROMACKI
S-2090
JACKSON
WIS.
LAND SURVEYOR

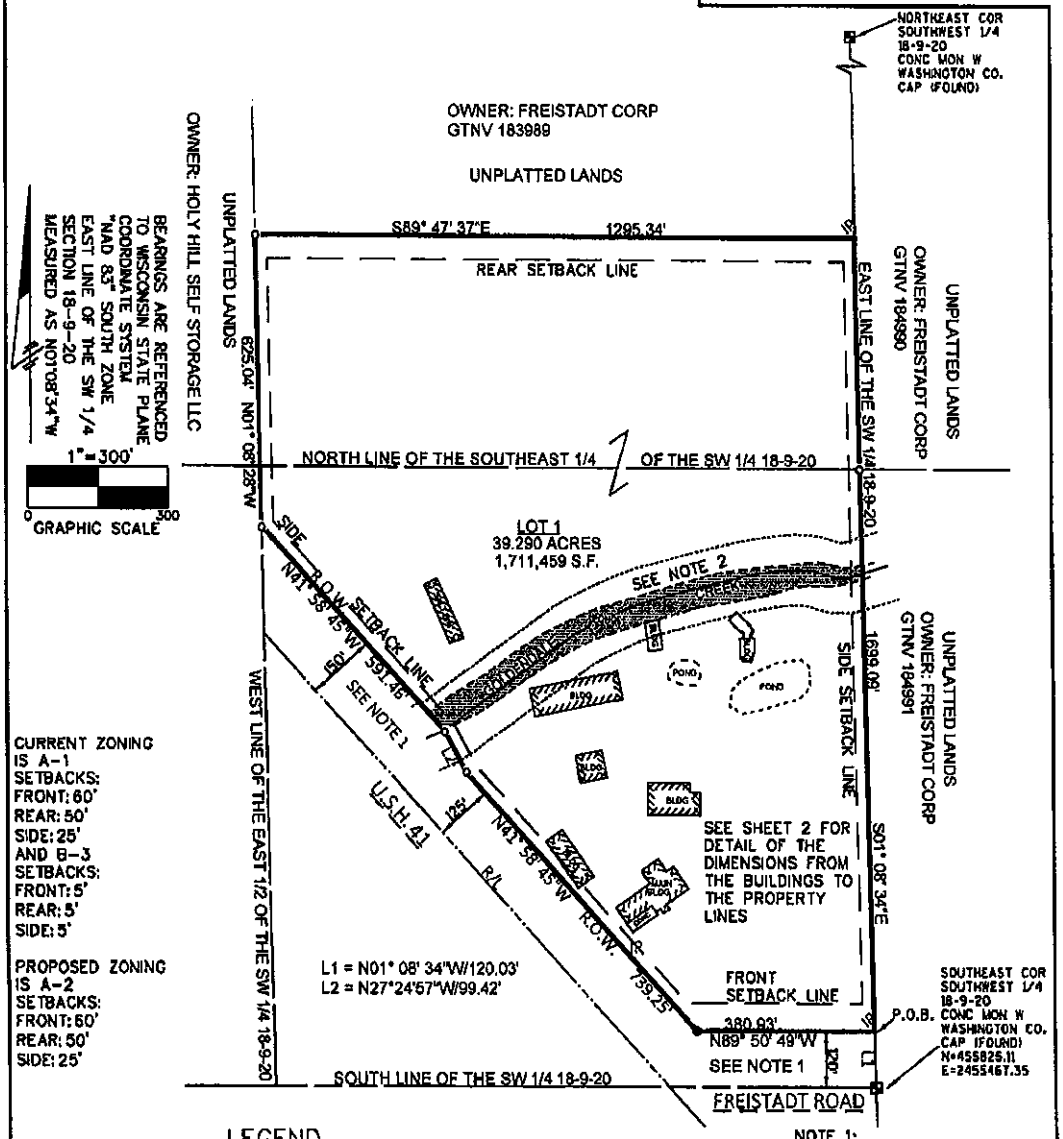
M Squared Engineering, LLC
...where engineering solutions meet water quality...
N19 W6719 Commerce Court
Cedarburg, WI 53012
www.msquaredengineering.com
Phone: (262)376-4246

PLAT OF SURVEY

PROJECT: D. J. FRANK
PROJECT NO.: 20-705-187
DRAWN BY: AJG
DATE: 10/27/2022 **REV:**

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

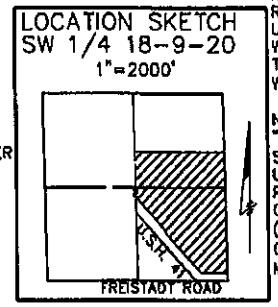


CURRENT ZONING
IS A-1
SETBACKS:
FRONT: 60'
REAR: 50'
SIDE: 25'
AND B-3
SETBACKS:
FRONT: 5'
REAR: 5'
SIDE: 5'

PROPOSED ZONING
IS A-2
SETBACKS:
FRONT: 60'
REAR: 50'
SIDE: 25'

LEGEND

- ○ 3/4" REBAR (SET) 1.5 LBS/FT
- ● FOUND 3/4" REBAR UNLESS OTHERWISE NOTED
- IP FOUND 1" IP
- 100 YEAR FLOOD LINE BASED ON ZONE "A" COMMUNITY PANEL NUMBER 550472 0007B ZONE EFFECTIVE DATE: MAY 3, 1982 NO BFE RECORDED
- 75 FOOT SETBACK FROM CREEK
- A-2 ZONING SETBACKS
- R/L REFERENCE LINE
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING



NOTE 1:
RIGHT OF WAY ACQUIRED UNDER WISCONSIN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT PROJECT 1D3-1(65)

NOTE 2:
"DEVELOPMENT WITHIN THESE SETBACK AREAS IS PROHIBITED UNLESS OTHERWISE ALLOWED PURSUANT TO THE PROVISIONS OF CHAPTER 24 (SHORELAND-WETLAND ZONING CODE) IN THE GERMANTOWN MUNICIPAL CODE".

REV. 2/06/23

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, S-2090

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, ANTHONY J. GROMACKI, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2090, DO HEREBY CERTIFY:
THAT BY THE DIRECTION OF ORANGE BLOSSOM LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN AND DESCRIBED HEREON, THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01°08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41°58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41°58'45" W 591.46 FEET; THENCE N 01°08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S 01°08'34" E 1699.09 FEET TO THE POINT OF BEGINNING.

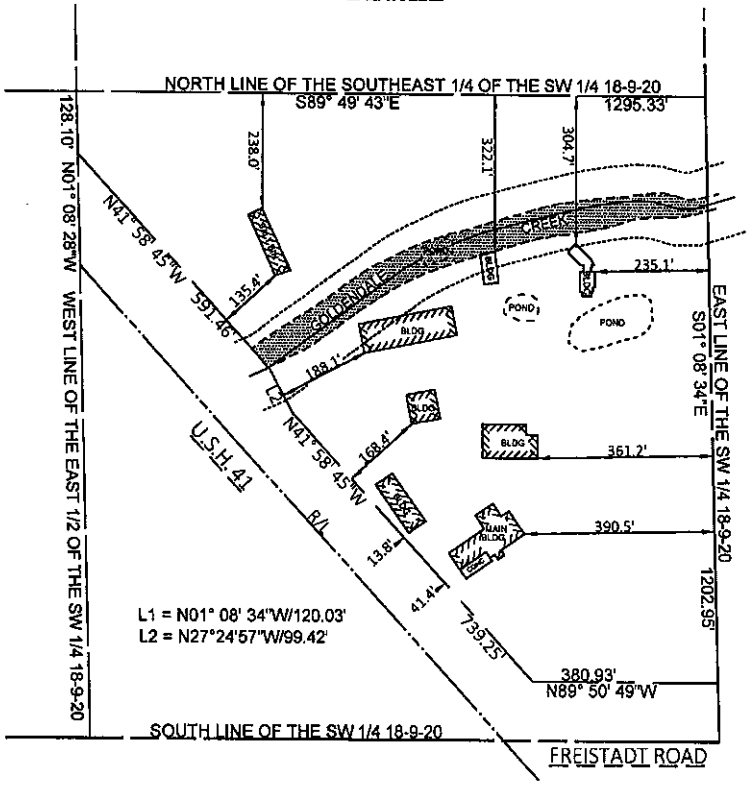
SAID PARCEL CONTAINS 39.290 ACRES, 1,711,459 S.F.

I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SEC. 236 OF WISCONSIN STATUTES AND THE CHAPTER 18 OF THE VILLAGE OF GERMANTOWN SUBDIVISION CONTROL ORDINANCE IN SURVEYING, DIVIDING, AND MAPPING SAID LAND, AND THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF SAID LANDS.

DATED THIS _____ DAY OF _____, 2023.

_____
ANTHONY J. GROMACKI
PROFESSIONAL LAND SURVEYOR, S-2090

DETAIL



BEARINGS ARE REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM, "NAD 83" SOUTH ZONE EAST LINE OF THE SW 1/4 SECTION 18-9-20 MEASURED AS N01°08'34"W

1" = 300'

0 300
GRAPHIC SCALE

REV. 2/06/23

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, S-2090

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN

OWNER'S CERTIFICATE:

ORANGE BLOSSOM, LLC, BY ITS MANAGER DAVID R. FRANK, DOES HEREBY CERTIFY THAT IT HAS CAUSED THE LAND SHOWN AND DESCRIBED HEREON TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP, AND DOES ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1. VILLAGE OF GERMANTOWN

_____

DAVID R. FRANK, MANAGER OF ORANGE BLOSSOM, LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023, THE ABOVE NAMED DAVID R. FRANK, MANAGER OF ORANGE BLOSSOM, LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL)

_____
NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

SURVEYOR:
ANTHONY J. GRONMACKI, PLS
M SQUARED ENGINEERING, LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE: (262) 370-4248

OWNER:
ORANGE BLOSSOM, LLC
N30 W6001 RIDGEVIEW
CEDARBURG, WI 53012-2256

REV 7/20/23

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE:

WISCONSIN BANK AND TRUST, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE LANDS AS REPRESENTED ON THIS CERTIFIED SURVEY MAP, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING AND MAPPING OF THE LANDS DESCRIBED IN THIS PLAT, AND DOES HEREBY CONSENT TO THE FOREGOING OWNER'S CERTIFICATE OF ORANGE BLOSSOM, LLC BY DAVID R. FRANK, ITS MANAGER.

IN WITNESS WHEREOF, THE SAID WISCONSIN BANK AND TRUST HAS CAUSED THESE PRESENTS TO BE SIGNED BY ALEX HINZE, ITS VICE PRESIDENT ON THIS _____ DAY OF _____, 2023.

_____
ALEX HINZE, VICE PRESIDENT - COMMERCIAL BANKING

IN THE PRESENCE OF:

_____ _____
WITNESS MORTGAGEE

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023, THE ABOVE NAMED ALEX HINZE, VICE PRESIDENT OF WISCONSIN BANK AND TRUST, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH VICE PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

(NOTARY SEAL)

_____
NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN

ON THIS _____ DAY OF _____, 2023.

_____
DEAN WOLTER , CHAIRMAN

_____
LAURA A. JOHNSON, SECRETARY

VILLAGE OF GERMANTOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF 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.

_____
DEAN WOLTER, VILLAGE PRESIDENT

_____
DEANNA BRAUNSCHWEIG, VILLAGE CLERK

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

GRAEF

collaborate / formulate / innovate

January 6, 2023

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

SUBJECT: Orange Blossom LLC Certified Survey Map Review

Certified Survey Map

Applicant or Owner: Orange Blossom LLC
Land Surveyor/Firm: Anthony J. Gromacki / M Squared Engineering

1. We would recommend that the remaining lands of Orange Blossom LLC that are directly north of this CSM be included as Lot 2 to assure that access and zoning requirements are met.
2. Professional Land Surveyor's seal and signature on all sheets.
3. All recorded easements should be shown and dimensioned.
4. Monumentation should be shown along the USH 41 right of way.
5. For the Goldendale Creek 75' setback area include the following statement: "Development within these setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code."

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

Village of Germantown ...Willkommen

Fee must accompany application
- ☐ **$2,900 with public improvements**
- ☐ **$1,960 no public improvements**

Paid_____ Date_____

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1

APPLICANT OR AGENT

Matt Hahm, PE
M Squared Engineering, LLC
N19W6719 Commerce Ct
Cedarburg WI 53012
Phone (414) 376-4246
Fax ( )
E-Mail Matt@MSquaredEngineering.com

PROPERTY OWNER

David R Frank
David J Frank Landscaping
N120W21350 Freistadt Rd
Germantown, WI 53022
Phone (262) 255-4888
DRF@DavidJFrank.com

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
N120W21350 Freistadt Rd	GTNV_183997, 183996

3

PURPOSE OF LAND SPLIT

Combining two parcels at the request of the Village	Will the land split require rezoning? Yes	
	From A-1 and B-1	To A-2

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!

Applicant — 11/08/2022 Date

Owner — 11/08/2022 Date

Village of Germantown ...Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

$200 Plan Commission Consultation
$1,085 Rezoning
$1,240 PDD < 5 acres
$2,095 PDD 5-20 acre site
$3,460 PDD > 20 acre site

Date Paid: _____ Received by:_____

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1

APPLICANT OR AGENT

Matt Hahm, PE
M Squared Engineering, LLC
N19W6719 Commerce Ct,
Cedarburg, WI 53012
Phone (262) 376-4246
E-Mail Matt@MSquaredEngineering.com

PROPERTY OWNER

David R Frank
David J Frank Landscaping
N120W21350 Freistadt Rd
Germantown, WI 53022
Phone (262) 255-4888
E-Mail DRF@DavidJFrank.com

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
N120W21350 Freistadt Rd	GTNV_183997 GTNV_183996

3

REZONING REQUEST

FROM	TO
A-1 and B-3	A-2

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE N01° 08 '34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89° 50'49" W 380.93 FEET; THENCE N 41° 58'45" W739.25 FEET; THENCE N 27° 24'57" W 99.42 FEET; THENCE N 41° 58'45" W 591.46 FEET; THENCE N 01° 08'28" W 128.10 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4; THENCE S 89° 49'43" E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4, 1295.33 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S 01° 08'34" E 1202.95 FEET TO THE POINT OF BEGINNING .

5 PURPOSE OF REZONING REQUEST

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

The Village of Germantown requested the zoning be changed.
The Village of Germantown also requested a CSM be performed to combine the two exising parcels into one.
The CSM has also been submitted

6 SUPPORTING DOCUMENTATION:

☒ Plat of Survey (1:100)

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

7 READ AND INITIAL THE FOLLOWING:

✓ I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.

✓ I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself by sufficient cause to deny the petition.

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

✓ 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 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 time frame.

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!



11/8/2022

Applicant Date

Owner Date

Village of Germantown ...Willkommen

Fee must accompany application

☐ **$1460** Paid _____ Date_____

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Matt Hahm, PE
M Squared Engineering, LLC
N19W6719 Commerce Ct
Cedarburg, WI 63012
Phone (414) 376-4246
Fax
E-Mail (Matt@MSquaredEngineering.com

PROPERTY OWNER

David R Frank
Orange Blossom LLC
N120W21350 Freistadt Rd
Germantown, WI 53022
Phone (262) 255-4888

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Orange Blossom LLC

3 PROPERTY ADDRESS

N120W21350 Freistadt Rd, Germantown, WI 53022

TAX KEY NUMBER

GTNV 183997, 183996, 183990

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

Description of existing operation and proposed operation is attached.

5 DESCRIPTION OF PROPOSED OPERATION

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

Horticultural Services

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

Description of existing operation and proposed operation is attached.

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01°08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18, 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41°58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41°58'45" W 591.46 FEET; THENCE N 01°08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S 01°08'34" E 1699.09 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 39.290 ACRES OR 1,711,459 S.F.

7 SUPPORTING DOCUMENTATION:

- ☐ Site Plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere
- X Concept Site Plan with proposed building locations and fuel tank locations
- ☐ _____

8 READ AND INITIAL THE FOLLOWING:

X I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

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

X I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

X 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!

Applicant 2-8-23 Date

Owner 2-8-23 Date

Village of Germantown
Conditional Use Permit Application

Description of Existing Operation & Proposed Operation

N120 W21350 Freistadt Road, Germantown, WI 53022
Property Owner: Orange Blossom LLC

4. Description of Existing Operation
Orange Blossom LLC leases the property to David J Frank Landscape Contracting, Inc., who is a landscape contractor headquartered at N120 W21350 Freistadt Road, Germantown, WI. The property (three parcels combined) include eight (8) permanent buildings. Operations are also conducted from seven (7) other Wisconsin locations (Madison, Kenosha, Brookfield, Glendale, Milwaukee Regional Medical Center in Wauwatosa, Downtown Milwaukee and Alverno College in Milwaukee).

Activities conducted on the Germantown facility include the following:

- Approximately employees report to and work at the Germantown facility for their workday. As headquarters, the Germantown facility activities include the company's: accounting, payroll, human resources, IT, reception, nursery operations as well as a portion of the company's sales, mechanics, and managers.
- An additional 40-50 employees typically report to the Germantown facility to be dispatched to jobsites to carry out activities involving: landscape maintenance, landscape construction, trucking, interiorscape and snow operations.
- Approximately 200 employees direct report to other locations (either jobsites or the other seven (7) maintenance dispatch facilities to carry out primarily maintenance, construction and irrigation operations. Occasionally these employees will come to the Germantown facility for training or other events.
- During the landscape season, hours of operation are primarily Monday through Saturday 6:00 AM to 6:00 PM. Typical on-site activities would include vehicles and loaders moving around the property, loading equipment and materials onto trucks and trailers, equipment maintenance and repair, nursery plant digging, plant holding area maintenance, brush chipping, topsoil/compost operations, and snow/ice control on the property. For security and safety, the property has automatic gate, night security lighting and vehicles/loaders have back up alarms. There is a PA system. Activities do occur outside normal working hours, most typically: weekend

watering/work in the nursery/holding area, snow & ice control operations, semi deliveries, and loading/unloading operations.

- Large equipment active at the Germantown property at any given time (either used on site or regularly dispatched from Germantown) consists of approximately 40 trucks and 10 skidsteers/wheelloaders, most of which dispatch to accounts in the morning and return at the end of the day. There are another 50 to 100+ pieces (trucks, trailers, loaders, chippers, soil screener, snow equipment, etc.) parked that are not used regularly (i.e. seasonal equipment, specialty/seldom used equipment, waiting for parts, etc.). Small equipment (1,000+) consists of mowers, line trimmers, hedge trimmers, sod cutters, rototillers, plate compactors, chain saws, etc. The majority of the landscape construction equipment remains on jobsites for most of the landscape season. During winter many skidsteers are staged on snow accounts. Snowplows and salters for the entire company are stored at the Germantown facility April to November.
- Materials stored on-site include a large plant holding area. Bulk bins store topsoil, wood mulches, and various types of gravel, stone and boulders. Palletized hardscape materials include flagstone, bluestone, pavers, retaining wall stove, etc. There are large piles consisting of topsoil, compost, wood mulch, tree logs, stump grinder, etc. Materials stored indoors would include seed, fertilizer and pesticides. There is also a hoop house to store bulk salt.
- The south portion of the property is asphalted. The north portion is gravel or dirt, depending on the operation.
- We lease the property to the north and east from Freistadt Corp to expand our nursery operations. We allow employees to deer hunt on the nursery property during appropriate seasons to reduce tree damage.

5. Description of Proposed Operation

The purpose of the Conditional Use Permit, along with merging of parcels and rezoning, is to reach compliance with the Village of Germantown new zoning so we can proceed with property improvements including, but not limited to: new mechanic building, additional offices, and, relocation and additional above ground fuel storage tanks.

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01°08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18, 120.03 FEET TO THE **POINT OF BEGINNING**; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41°58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41°58'45" W 591.46 FEET; THENCE N 01°08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 ; THENCE S 01°08'34" E 1699.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 39.290 ACRES OR 1,711,459 S.F.

THAT PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, STATE OF WISCONSIN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 20 EAST; THENCE N 01°08'34" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18, 120.03 FEET TO THE POINT OF BEGINNING; THENCE N 89°50'49" W 380.93 FEET; THENCE N 41°58'45" W 739.25 FEET; THENCE N 27°24'57" W 99.42 FEET; THENCE N 41°58'45" W 591.46 FEET; THENCE N 01°08'28" W 625.04 FEET; THENCE S 89°47'37" E 1295.34 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S 01°08'34" E 1699.09 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 39.290 ACRES OR 1,711,459 S.F.

CONCEPT SITE PLAN DETAIL



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

TITLE:

CONCEPT SITE PLAN

DAVID J. FRANK LANDSCAPE CONTRACTING INC. & ORANGE BLOSSOM, LLC
VILLAGE OF GERMANTOWN, WI

CLIENT:

DAVID J. FRANK LANDSCAPE
N120 W21350 FREISTADT ROAD
GERMANTOWN, WI 53022-1623

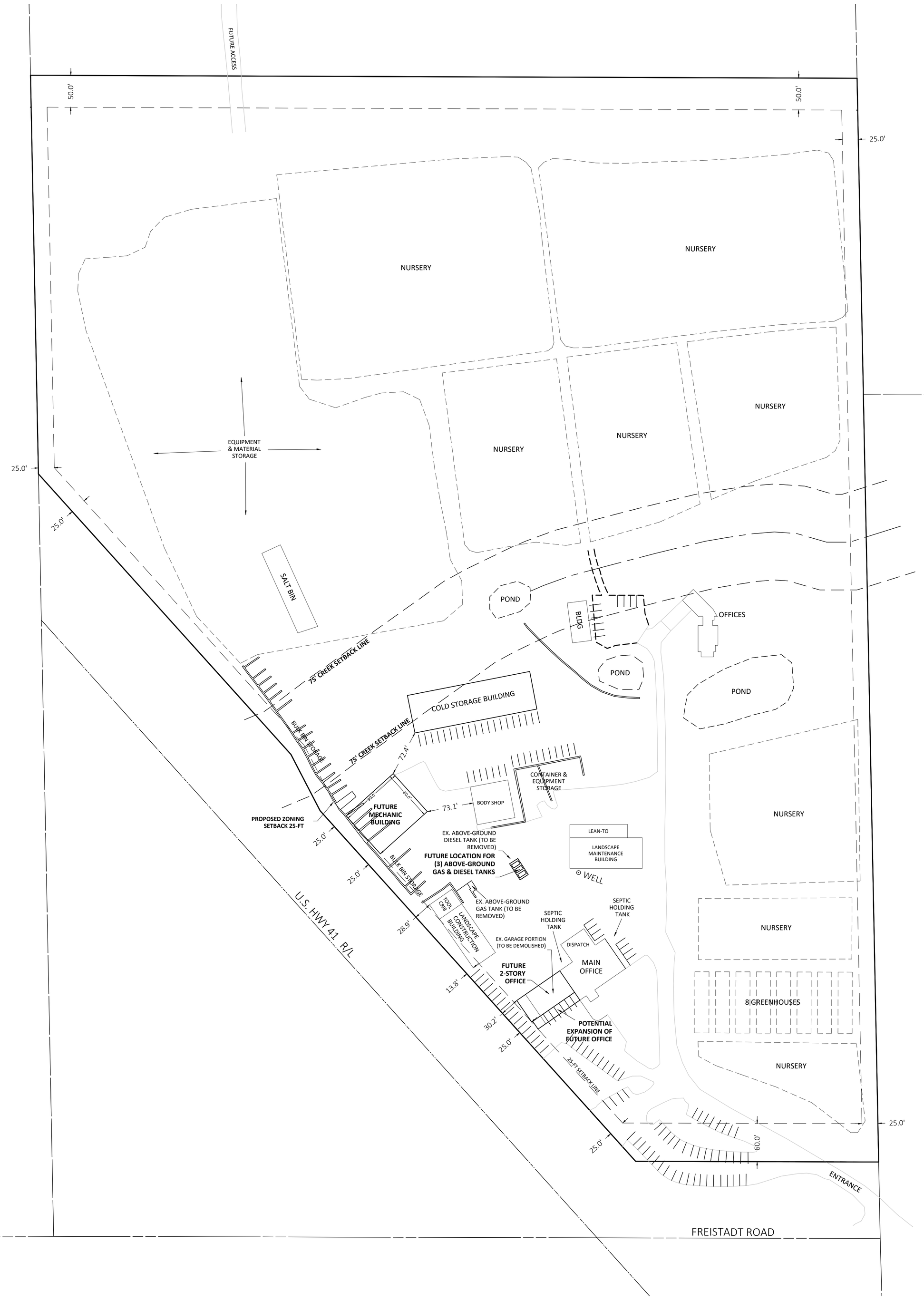
ORANGE BLOSSOM, LLC
N30W6880 LINCOLN BLVD
CEDARBURG, WI 53012-2266

PROJECT NO. 22-731-187	***DATE***	***DESCRIPTION OF REVISION***	***SURVEY COORDINATE SYSTEM***
HORIZ. SCALE: 1" = 40'	2/3/2023	CONCEPT SITE PLAN	***GEODETIC DATUM:*** NAD83 (2011) EPOCH 2010.00
DRAWN BY: A. DEGROOT	2/6/2023	REVISE SETBACKS AND NEW BUILDING LOCATIONS. ADD FUTURE ACCESS LOCATION	***HORIZ. PROJECTION:*** WISCONSIN STATE PLANE, SOUTH ZONE
CHECKED BY: M. HAHM			***VERTICAL DATUM:*** N/A

SHEET: **2** ***OF*** **2**

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CONCEPT SITE PLAN



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

TITLE: ***CONCEPT SITE PLAN***
DAVID J. FRANK LANDSCAPE CONTRACTING INC. & ORANGE BLOSSOM, LLC
VILLAGE OF GERMANTOWN, WI

CLIENT:
DAVID J. FRANK LANDSCAPE
N120 W21350 FREISTADT ROAD
GERMANTOWN, WI 53022-1623

ORANGE BLOSSOM, LLC
N30W6880 LINCOLN BLVD
CEDARBURG, WI 53012-2266

PROJECT NO. 22-731-187	***DATE***	***DESCRIPTION OF REVISION***	***SURVEY COORDINATE SYSTEM***
HORIZ. SCALE: 1" = 80'	2/3/2023	CONCEPT SITE PLAN	***GEODETIC DATUM:*** NAD83 (2011) EPOCH 2010.00
DRAWN BY: A. DEGROOT	2/6/2023	REVISE SETBACKS AND NEW BUILDING LOCATIONS. ADD FUTURE ACCESS LOCATION	***HORIZ. PROJECTION:*** WISCONSIN STATE PLANE, SOUTH ZONE
CHECKED BY: M. HAHM			***VERTICAL DATUM:*** N/A

SHEET: **1** ***OF*** **2**

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CONCEPT SITE PLAN



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

TITLE:

CONCEPT SITE PLAN

DAVID J. FRANK LANDSCAPE CONTRACTING INC. & ORANGE BLOSSOM, LLC
VILLAGE OF GERMANTOWN, WI

CLIENT:

DAVID J. FRANK LANDSCAPE
N120 W21350 FREISTADT ROAD
GERMANTOWN, WI 53022-1623

ORANGE BLOSSOM, LLC
N30W6880 LINCOLN BLVD
CEDARBURG, WI 53012-2266

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DRAWN BY: A. DEGROOT	2/6/2023	REVISE SETBACKS AND NEW BUILDING LOCATIONS. ADD FUTURE ACCESS LOCATION	***HORIZ. PROJECTION:*** WISCONSIN STATE PLANE, SOUTH ZONE
CHECKED BY: M. HAHM			***VERTICAL DATUM:*** N/A

SHEET: **1** *OF* **2**

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BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: March 6, 2023

AGENDA ITEM: New Business [ORDINANCE No. 04-2023]

ITEM TITLE: Jim Marriott, Agent for SPI Real Estate LLC and Stonecast Products, GFL Muskego LLC, and the Village of Germantown, Owners – Ordinance #04-2023 to Rezone property from A-1: Agricultural Zoning District to M-1: Limited Industrial Zoning District and a 2-Lot CSM

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

SUMMARY EXPLANATION:
Tax Incremental District No. 9 (TID#9) was created in June, 2022, to provide infrastructure financing necessary to support the creation of the "Town 9 Business Park" (formerly "Omega Hills") and the public utility and road infrastructure needed for the new Department of Public Works facility. In November, 2022, TID#9 was amended to include 62 additional acres (100 acres total) including property to be acquired from GFL and the Village by Stonecast Products for a new "satellite" concrete panel storage facility.

Stonecast Products specializes in the manufacture and supply of architectural and structural pre-cast products including architectural wall panels, structural columns, beams, and other custom products used throughout the Midwest U.S. in commercial, industrial, educational, medical and municipal building construction.

At this time, the following applications need approval as a pre-requisite for development of the proposed panel storage facility expected to commence later this year:

- Certified Survey Map (CSM) to divide the 53.6-acre GFL parcel into (2) parcels including 27 acres to be purchased by Stonecast and combined with 7.5 acres acquired from the Village; and
- Rezoning application for the 7.5-acre Village parcel from the existing A-1: Agricultural to the M-1: Limited Industrial District

At their February 13 meeting, the Plan Commission reviewed and conditionally approved site development plans for development of proposed Lot 2 (33.9 acres) for the pre-cast concrete panel storage facility, parking, driveway and internal circulation, storm water management, and water & sanitary sewer utilities into the site.

PLAN COMMISSION RECOMMENDATIONS:
APPROVE rezoning approximately 7.5 acres from the A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District as proposed; and

APPROVE the 2-lot Certified Survey Map (CSM) for the 53.6-acre property subject to (1) condition.

APPLICATION, PLANS & RELATED DOCUMENTS:
All relevant documents, including the building plans, rezoning ordinance and supporting information and application, staff report & recommendation, and Plan Commission meeting minutes (when available) are included in the PDF digital file distributed by the Village Clerk.

ORDINANCE NO. 04 - 2023

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

Village of Germantown, Property Owner

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-1: Agricultural Zoning District to the M-1 Limited Industrial District for the following described property:

Parcel 2 of Certified Survey Map No. 5028 as recorded in the Register of Deeds office for Washington County as Document No.1207213, located in Part of the Southeast, Northwest of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, Containing 7.51 Acres.

Tax Parcel ID# GTNV 362-999 located south of Donges Bay Road and the North Crossway Channel, east of the railroad, north of the Omega Hills landfill

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:

relative location of those areas within the property from which said uses and activities are permitted are limited to that presented in the detailed "Concept Site Plan" dated February 6, 2023, and description submitted with the supporting documents. Days and hours of operation shall be limited to those specified in the CUP application and supporting documents submitted to the Village (typically Monday through Friday, 6:00am to 6:00pm). After hours activities are limited to ~~weekend~~ watering & maintenance in the nursery and holding areas; semi deliveries and loading/unloading operations; and snow & ice removal operations.

2. ***The Owner/Operator is responsible for reporting any significant changes in the type, intensity, amount or location of the land uses and activities, days and hours of operation, size or location or other operational characteristics of said uses and activities authorized under this CUP to the Village Zoning Administrator.***
3. ***If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.***
4. ***All temporary and permanent exterior signs require a permit and shall comply with all current sign regulations. Off-premise advertising and directional signage is regulated by the Village and requires a permit if/when allowed.***
5. ***In the event the Village receives complaints regarding noise, dust, smoke, or other impacts negatively affecting adjacent properties, including but not limited to noise from truck-mounted backup alarms, the Owner/Operator shall work cooperatively with the Village to implement measures necessary to mitigate the impacts noise and resolve the issue.***
6. ***All site improvements and all building, shelter, parking area, signage, exterior lighting and any other improvements made to or on the property that are necessary for the land uses and activities authorized under this CUP shall be reviewed and approved by the Village through the Zoning Permit or Site Plan application process as determined by the Village Zoning Administrator. If required, Site Plan review and approval will include Plan Commission review and approval.***

MOTION carried unanimously.

Jim Marriott, agent for Stonecast Products and the Village of Germantown, Property Owner – Parcel 2 of CSM 5028, south of Donges Bay Road and the North Crossway Channel, east of the railroad, north of the Omega Hills landfill. The request is for approval of a 2-lot Certified Survey Map, Rezoning and Site Development and Building Plans for the development of a pre-cast concrete panel storage facility on 33.9 acres in the Town 9 Business Park. Director Retzlaff summarized the proposal. Jim Marriott said he had been looking for a site for 4-5 years and appreciated the Village working with them. He did not realize the gap parcel had trees on it or that screening would be required in that area. Chris Jackson, CJ Engineering, explained the DPW site is 5 to 8 feet lower than this site and the further you are from the property line you won't see the storage panels.

Public Hearing opened: 7:13 pm.

- Melanie Smyth, N140 W17938 Cedar Lane, thinks that putting extra trees on the property is a waste of money and a burden on the business.

Public Hearing closed: 7:15 pm.

MOTION Baum second Laszewski to Approve the Rezoning approximately 7.5 acres from the A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District as proposed. MOTION carried unanimously.

MOTION Baum second Laszewski to Approve the 2-lot Certified Survey Map (CSM) for the 53.6-acre property subject to the following condition:

1. ***The CSM shall be revised to reflect the Village Surveyor comments contained in the February 3, 2023, review memo prior to recording the CSM.***

MOTION carried unanimously.

MOTION Baum second Laszewski to Approve the site development plans for development of the Stonecast Products pre-cast concrete panel storage facility proposed for Lot 2 (33.9 acres) subject to the following conditions:

1. ***This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following plans unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:***
   a. ***Civil Engineering plans dated Jan 23, 2023.***
   b. ***Storm Water Management (SWMP) plans dated Jan 23, 2023;***
   c. ***Plan of Operation dated January 6, 2023***
2. ***All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit for the shell building.***
3. ***All the outstanding items and issues identified in the following review Village Staff memos shall be resolved and reflected in additional information and/or revised plans submitted to Village Staff for further review, comment and approval prior to commencing any site construction or issuance of building permits (excluding "early start" site clearing and footing/foundation work approved by the Village and/or WI DSPS):***
   a. ***February 8, 2023, memo from Larry Ratayczak, Public Works Director (Engineering & SWMP plans)***
   b. ***February 3, 2023, memo from Burt Naumann, GRAEF (CSM)***
4. ***The temporary use of portable toilet facilities shall be allowed for a time period not to exceed two (2) years from the date of Site Plan approval. No later than two (2) years from the date of Site Plan approval, any on-site toilet shall be connected to the public sewer & water utilities.***
5. ***Site development and building plans for future Phase 2 development will require Plan Commission review and approval.***
6. ***The wetland delineation needs to be completed within the property (but only south of***

the North Crossway Channel) prior to commencement of any grading/filling in this vicinity. If the proposed grading/filling encroaches into the delineated wetland boundary or the 25' wetland setback from said wetland boundary, the owner shall obtain the necessary permits or revise the construction plan accordingly to avoid and/or compensate for said impacts.

7. ***The Owner shall make contact with West Shore Pipe Line Company to discuss the proposed development plan and impact on the easement. Copies of any communication and/or permits indicating the approval (or denial) of any proposed development activities should be provided to the Village prior to commencement of construction.***
8. ***The Owner shall be responsible for controlling and otherwise keeping any dust, dirt or other debris from impacting adjoining properties. The owner shall provide ongoing or as-needed measures within a reasonable amount of time not to exceed 24-hours after being contacted by the Village or other property owner. The owner shall provide up-to-date contact information to the Village for the person(s) to be contacted in the event a complaint is filed with the Village.***
9. ***The type and amount of visual screening proposed by the owner is insufficient to adequately screen the concrete panel storage yard and trailer staging area from view of the adjacent Village DPW facility. The Owner shall either revise the site plan to leave intact all or most of the tree line along the east property line with some additional evergreen trees and shrubs, or a visual buffer be re-established along the east property line comprised of the following:***
    a. ***20'-30' wide buffer easement***
    b. ***Earthen berm 5'-8' height with a minimum 3' wide crown and asymmetrical undulations to appear natural and plantings on the crown and outer down slopes***
    c. ***3-4 deciduous canopy trees per 100 linear feet (25'-30' spacing)***
    d. ***5-8 understory trees per 100 linear feet (10'-20' spacing)***
    e. ***5-8 evergreen trees per 100 linear feet (10'-20' spacing)***
    f. ***25 evergreen shrubs per 100 linear feet (equally spaced)***

   A revised landscape plan shall be prepared and submitted to the Plan Commission for review and approval.
10. ~~The amount of landscaping and berm height & design for the area along the north elevation of the building abutting Holy Hill Road shall be supplemented with additional berming and landscaping. Additional landscaping including a mix of evergreen and deciduous trees shall be installed along the west side of the truck parking/staging area west of the building to provide a better (future) visual screen of the truck activity. A revised landscape & berm plan shall be prepared and submitted to the Plan Commission for review and approval prior to issuance of an initial occupancy permit for the 203,580 sqft building~~.
11. ***Right-of-way permits are required for any/all construction conducted in the Town 9 Parkway right-of-way. Contact the Public Works Department/Highway Superintendent for permit submittal requirements.***

MOTION to Amend Baum second Laszewski to remove Condition #10 that is in error.
MOTION to Amend carried unanimously.

Director Retzlaff explained the requirement for additional landscaping along the common property line is grounded in the zoning code provisions for the M-1 zoned property that is adjacent to it . He said Plan Commission should decide what if any additional landscaping is needed and he recommended leaving the

existing tree line there or provide additional landscaping in the area impacted. Chris Jackson said the tree line is 60 to 70 feet wide and encumbers the whole parcel making is not usable. He offered to add additional vegetation if the arborvitaes are not sufficient they could do a double row, but didn't want to lose the space. Trustee Baum did not have a problem with removing trees on the southern part of the DPW site but said the front should be dressed up where the residents come in. He does not like arborvitaes and asked for more substantial pine trees in a double row in the upper area. Commissioner Tarantino suggested Norway spruce or Black Hills spruce. Jim Marriott said he will come back with a new landscape plan for the front area and remove the landscaping in the south area.

MOTION to Amend Condition #9 Baum second Laszewski to eliminate the arborvitaes and replace them with 5-to-6-foot Blue and Black Hills spruce trees and eliminate the landscaping south of the Village building.
MOTION to Amend carried unanimously.

Commissioner Laszewski said noise from backup beepers may be a concern to the residents nearby. Director Retzlaff commented that Plan Commission required Waste Management to install white noise backup devices and that we have only received one complaint from the nearest property owner. General Manager Jeff Marek said he would look into OSHA requirements to see what they can do.

MOTION to Amend Laszewski second Baum that best efforts will be made to implement white noise backup beepers in that area.
MOTION carried unanimously.
MOTION to Approve as Amended carried unanimously.

Capstone Development Company, Agent for CQ WI 2021, LLC, Property Owner – N128 W20955 Holy Hill Road. Application for a Conditional Use Permit (CUP) to increase the maximum building height from 45 to 46 feet 6 inches. Director Retzlaff summarized the proposal.

Public Hearing opened: 7:34 pm
- Melanie Smythe, N140 W17938 Cedar Lane, objected to raising the building height because it will set a precedence and evidence was not provided that the CUP is needed.

Public Hearing closed: 7:38 pm.

MOTION Baum second Laszewski to 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***

CERTIFIED SURVEY MAP (CSM), REZONING & SITE PLAN APPLICATIONS

2/13/23 Plan Commission Meeting

SPI Real Estate LLC / GFL Muskego LLC / V of Germantown

Village Staff Report & Recommendation **Germantown, Wisconsin**

Summary

James Marriott, agent for SPI Real Estate LLC and Stonecast Products, GFL Muskego LLC, and the Village of Germantown, property owners, is requesting approval of a 2-lot Certified Survey Map (CSM), Rezoning and Site Development and Building Plans for the development of a pre-cast concrete panel storage facility on 33.9 acres located within the Town 9 Business Park and Tax Increment District No. 9.

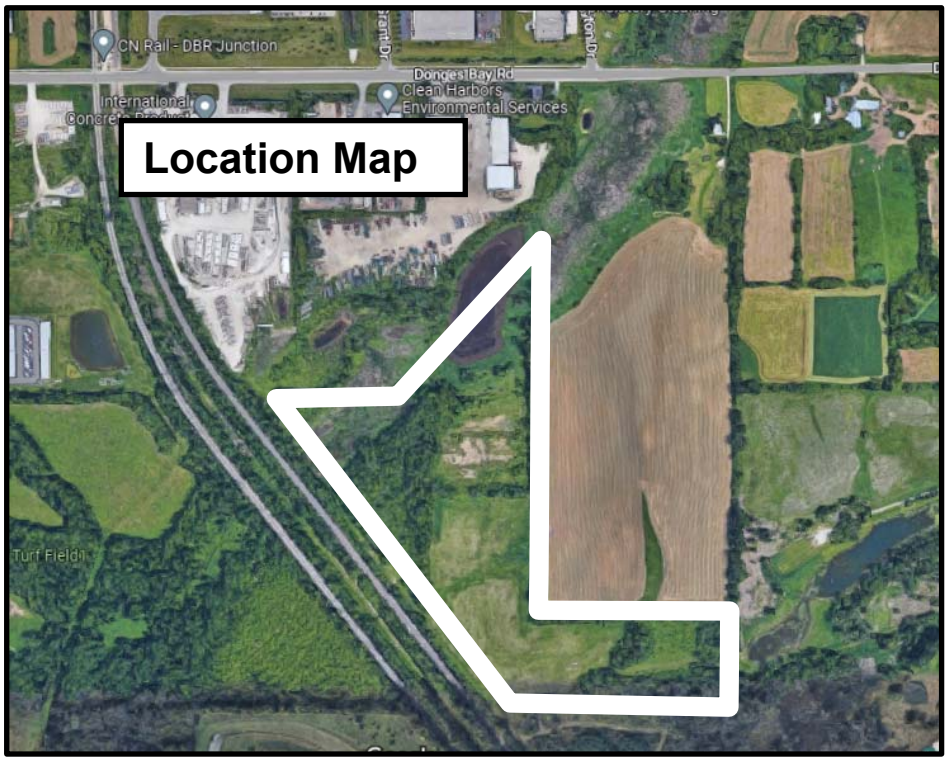
Property Location: Town 9 Parkway (TID#9)

Applicant/
Property Owner: James Marriott
SPI Real Estate LLC
N2512 Duplainville Rd
Waukesha, WI

GFL Muskego LLC
301 S Bedford Street
Madison, WI

Current Zoning: A-1: Agricultural **Proposed Zoning:** M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Business/Industrial	M-1
South	Industrial	M-2
East	Institutional	I
West	Agricultural	A-1



Background/Proposal

Tax Incremental District No. 9 (TID#9) is an "Industrial" TID located near the Donges Bay Road @ Wasaukee Road intersection. TID#9 was created in June 2022 to provide infrastructure financing necessary to support the creation of what is now called the "Town 9 Business Park" and the public infrastructure needed for the Village's new Department of Public Works facility.

In November 2022, the Village Board approved an amendment to the boundary for Tax Incremental Financing District No. 9 (TID#9). TID#9 was expanded to include 62 additional acres (100 acres total) including the 33.9 acres proposed by Stonecast Products for their new "satellite" storage facility.

Stonecast Products specializes in the manufacture and supply architectural and structural pre-cast products including complex architectural wall panels, pre-stressed structural insulated wall panels, structural columns, beams, and spandrels and other custom profiles used throughout the Midwest region in commercial, industrial, educational, medical and municipal building construction.
(source: https://www.stonecastproducts.com/)

At this time, James Marriott, agent for SPI Real Estate LLC and Stonecast Products, GFL Muskego LLC, and the Village of Germantown, property owners, is requesting approval of the following applications needed for development of the proposed pre-cast concrete panel storage facility:

1. Certified Survey Map (CSM) to re-divide a total of 53.6 acres into (2) parcels including a 33.9-acre parcel for the storage facility development;
2. Rezoning application to change the zoning for a 7.5-acre area from the existing A-1: Agricultural to the M-1: Limited Industrial District;
3. Site development and building plans for development of proposed Lot 2 (33.9 acres) for the pre-cast concrete panel storage facility, parking, driveway and internal circulation, storm water management, and water & sanitary sewer utilities into the site.

Rezoning Application

The Village has agreed to sell a 7.5-acre parcel to SPI Real Estate LLC to include in the 33.9-acre storage facility. This parcel is located along the railroad and is currently zoned A-1: Agricultural. The proposal includes combining the 7.5-acre parcel with the adjoining GFL property to be acquired by SPI Real Estate and rezone the 7.5 acres into the M-1: Limited Industrial District.

Certified Survey Map (CSM)

The proposed 2-lot CSM combines and re-divides the total 53.6 acres into the following parcels to facilitate the proposed storage facility development:

- Lot 1: a 19.7-acre parcel to be retained by the current owner, GFL Muskego LLC, for continued use as a material recycling and trucking operation accessible from Donges Bay Road;
- Lot 2: a 33.9-acre parcel for development of the pre-cast concrete storage facility

Site Development & Building Plans

The majority of the site will be utilized for the storage of precast concrete panels and a small portion utilized as a trailer staging area. As detailed in the site development plans, the proposed storage facility will have the following features:

Site Development

- A paved curb & gutter access driveway is being extended to the property from the DPW site within the Town 9 Parkway right-of-way; a short concrete apron from the driveway will connect to the compacted stone storage yard;
- The majority of the site will be filled with a base of compacted stone upon which the panels will be stored and for access within the site;
- Water and sewer service will be extended within the Town 9 Parkway ROW to the site (to east side of property near the driveway);
- Construct two (2) storm water management basins w/ associated swales;
- (155) 20’ x 40’ panel storage racks will be installed within the storage yard on a compacted stone base; a 30’ high travel crane, forklift and (20) flatbed trailers kept on site for moving & staging the panels for storage & transportation to/from the site;
- A concrete parking area adjacent to the building with (60) parking stalls is planned for future construction in Phase 2

Building Improvements

- Temporary office trailer w/ electricity & toilet facilities
- 80’ x 280’ (22,400 sqft) single-story building is planned for future construction in Phase 2

Plan of Operation

As discussed in the January 6, 2023 project narrative, Stonecast expects to commence construction this spring, completion in late summer, and operations beginning in the fall. Days and hours of operation will be Monday to Friday, 5:00am to 5:00pm. Phase 1 will have five (5) employees on site. Traffic volume is expected to be up to 10 incoming and 10-20 outgoing trips/day with most truck trips from 5:00am to 1:00pm.

Phase 1 will not include any manufacturing. Dust and blowing debris is not expected to be a problem; however, a water truck will be made available for dust control if necessary. The storage racks are 8’ high and the panels will extend up to 12’ high when stored in the racks.

Storm Water Management

A total of 774,725 sqft (17.8 acres) of impervious surfaces are proposed as part of the development o48% of the total 33.9-acre site leaving 52% in open/green space. Future development for the parking area and 80’ x 280’ building would not increase the impervious area.

The site consists of a mixture of woodlands and grasslands with a high point near the middle of the property that splits the site. One section drains northerly, and the other section drains southeasterly. To meet to the storm water management requirements of the Village, MMSD and the WisDNR, two storm water wet detention ponds will be

utilized for storm water management. The proposed site will be graded in a way that sheet drains runoff to two proposed basins. Approximately half of the site will sheet drain over the crushed stone to the proposed wet detention pond in the southeast corner and the other half will sheet drain to the proposed wet detention pond that extends along the northern site boundary. Proposed grassed swales will aid in promoting additional runoff routing to the proposed ponds.

The proposed wet detention pond located in the southeast corner will be constructed with a multi-stage outlet structure which has a 12" outlet pipe discharging to the southeast. The proposed wet detention pond located to the north will be constructed with a multistage outlet structure as well that will drain to the northwest through an 18" outlet pipe.

Landscaping & Buffering

The majority of the site will be mass graded, and a significant number of existing trees and other vegetation removed. The existing tree line along the east property line shared with the Village's DPW property will be removed to make room for the internal driveway along the east side of the storage area. A row of approximately (40) Arborvitae trees @ 10' spacing is proposed to serve as a buffer between the trailer staging area (and future building) on the north side of the storage yard and the DPW building & parking area. The existing tree line along the east-west property line shared with the Village DPW property will remain intact and serve as a buffer to the south. No other landscaping is proposed.

Lighting

No exterior lighting of the site is proposed at this time.

Signage

No signage is proposed at this time. It is anticipated that Stonecast Products will want/need some type of wayfinding signage installed along Donges Bay Road and/or Town 9 Parkway.

Wetland Exemption/Fill Permitting

Two (2) small, isolated wetland areas totaling .22 acres were identified on the property (highlighted in red on site plan sheets). The WisDNR has completed its review of the Applicant's non-federal wetland exemption application and determined that both wetlands are exempt and NOT regulated. Both wetlands are proposed to be filled as part of the site development. NOTE: both wetlands are part of larger wetlands that extend onto the Village DPW property.

Staff Comments

Community Development: Planning & Zoning

Stonecast Products is requesting approval for Phase 1 and does not include the future 80' x 280' (22,400 sqft) building or associated 60-stall parking area. The proposed operation does, however, include the installation of a temporary office trailer with toilet facilities for use by on-site employees. While understandable given so few employees, the Village Wastewater Utility Code does not necessarily provide for the use of temporary toilet facilities on an ongoing basis when public sewer & water are available (as in this case). Utility staff recommend that the temporary use of portable toilet facilities be allowed for a limited 2-year period of time with a requirement that a permanent sanitary system be installed (i.e., connect to the public sewer & water utilities provided by the Village at the property line).

Site development and building plans for future Phase 2 development will require Plan Commission review and approval.

The required wetland delineation for the overall site is incomplete. Only a portion of the delineation shown in the site plans is based on an up-to-date field investigation required by the Village. The wetland boundary shown in the northern portion of the site on the north side of the proposed storm water pond and swales is based on general information available from the WisDNR's Surface Water database and not the Village-sponsored delineation conducted by GRAEF Engineering for the Village's DPW property development (the two isolated wetlands that have WisDNR approval to be filled were delineated by GRAEF). Although the wetland area on the north side of the property remains to be properly delineated, the area is located adjacent to the North Crossway Channel waterway and within the furthest extent of the 100-Year Floodplain. Because no development is proposed in the vicinity of the 100-Year Floodplain area, it is unlikely that any of the perimeter grading/filling needed to create the storm water pond and swales are impacting the Village's 25' wetland setback or the wetland within it. Nonetheless, the wetland delineation needs to be completed within the property (but only south of the North Crossway Channel) prior to commencement of any grading/filling in this vicinity. If the proposed grading/filling impacts the delineated wetland boundary or 25' wetland setback, the owner shall obtain the necessary permits or revise the construction plan accordingly to avoid said impacts.

As shown on the site plan sheets, there is a 25' wide "hazardous liquid" pipeline easement granted to the Westshore Pipeline Company that runs along the east side of the railroad and across portions of the Stonecast property. According to their website, West Shore Pipe Line Company is a common carrier petroleum pipeline system that originates in the Chicago area and extends north to Granville, Wisconsin and then west and north to Madison, Wisconsin. The 650-mile pipeline system transports refined petroleum products to markets in northern Illinois and Wisconsin from the greater Chicago area. The site plans indicate that some grading/filling will be done within portions of the easement but no directly over the identified pipe location. The owner should make contact with West Shore Pipe Line to discuss the proposed development plan and impact on the easement. Copies of any communication and/or permits indicating the approval (or denial) of any proposed development activities should be provided to the Village prior to commencement of construction.

Although the owner does not anticipate any problem with blowing dust or other materials from the site, conditions may exist in either the short or long-term when mitigating measures may be needed to control dust or the tracking of dirt or stone from the site onto the adjoining property or right-of-way. The owner should be responsible for provide clean-up or other mitigation measures to control any dust, dirt or other debris from impacting adjoining properties within a reasonable amount of time, e.g., within 24-hours of being contacted by the Village or other property owner.

With respect to the issue of visual screening, Section 17.33(1)(a) of the M-1: Limited Industrial Zoning District regulations provides that:

> *"Building and yards for the storage and wholesale of goods and materials other than chemical, flammable, liquid, gaseous, vaporous or explosive substances where such goods or materials are temporarily stored inside a building or within an open area visually screened from public streets or highways and adjacent nonindustrial uses."*

The type and amount of visual screening proposed by the owner is insufficient to adequately screen the concrete panel storage yard and trailer staging area from view of the adjacent Village DPW facility.

As discussed above, the owner intends to completely remove the existing, well established tree line located along the common property line shared with the DPW property. In an effort screen the storage yard, the owner proposes to install approximately 40 Arborvitae trees @ 10' spacing along the northernmost portion of that common line (the size at planting is TBD). While it is not known exactly what types of trees and shrubs exist in the tree lines on the perimeter of the property (no tree survey was prepared), they are likely made up of mostly deciduous and/or invasive trees. Nevertheless, the type, height, width, age, and amount of vegetation in these tree lines presents a natural and already present buffer from which to add onto, if necessary, or simply maintain without the need to create a buffer from nothing.

While the Plan Commission needs to determine to what extent a buffer is required between these two uses, Staff recommends that either then site plan be revised to leave intact all or most of the tree line along the east property line with some additional evergreen trees and shrubs, or, a buffer be re-established along the east property line comprised of the following:

- 20'-30' wide buffer easement
- Earthen berm 5'-8' height with a minimum 3' wide crown and asymmetrical undulations to appear natural and plantings on the crown and outer down slopes
- 3-4 deciduous canopy trees per 100 linear feet (25'-30' spacing)
- 5-8 understory trees per 100 linear feet (10'-20' spacing)
- 5-8 evergreen trees per 100 linear feet (10'-20' spacing)
- 25 evergreen shrubs per 100 linear feet (equally spaced)

The end result of a landscaped buffer meeting these requirements is intended to create a buffer similar to that installed along the Capstone 41 industrial park on Holy Hill Road.

Staff has requested that a couple graphics be prepared to help the PC determine what, if any, additional landscaping buffer should be required, including a cross-section of the site to help visual the relative elevation of the storage yard to the DPW facility property, and the site plan superimposed over an aerial photo of the existing site conditions.

Public Works/ Village Engineer/Village Surveyor
The Village Engineer and Public Works Department staff have identified several engineering issues and plan revisions that need to be resolved or otherwise addressed by the owner prior to commencing construction activities and issuance of any permits. Nonetheless, Staff is recommending conditional approval of the site development and building plans subject to all the outstanding items and issues identified in the following review memos being resolved and reflected in additional information and/or revised plans submitted to Staff for further review, comment and approval prior to commencing any site construction or issuance of building permits (excluding early start site preparation and footing and foundation installation):

- February 8, 2023, memo from Larry Ratayczak, Public Works Director (Engineering & SWMP plans)
- February 3, 2023, memo from Burt Naumann, GRAEF (CSM)

Community Development: Inspection Services
No comment.

Fire & Police Departments
No comment.

VILLAGE STAFF RECOMMENDATIONS

APPROVE rezoning approximately 7.5 acres from the A-1: Agricultural Zoning District to the M-1: Limited Industrial Zoning District as proposed.

APPROVE the 2-lot Certified Survey Map (CSM) for the 53.6-acre property subject to the following condition:

1. The CSM shall be revised to reflect the Village Surveyor comments contained in the February 3, 2023, review memo prior to recording the CSM.

APPROVE the site development plans for development of the Stonecast Products pre-cast concrete panel storage facility proposed for Lot 2 (33.9 acres) subject to the following conditions:

1. This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following plans unless superseded by subsequent plan sheets approved by Village Staff pursuant to revisions required herein and/or by the Plan Commission:

a. Civil Engineering plans dated Jan 23, 2023.
b. Storm Water Management (SWMP) plans dated Jan 23, 2023;
c. Plan of Operation dated January 6, 2023

2. All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit for the shell building.

3. All the outstanding items and issues identified in the following review Village Staff memos shall be resolved and reflected in additional information and/or revised plans submitted to Village Staff for further review, comment and approval prior to commencing any site construction or issuance of building permits (excluding “early start” site clearing and footing/foundation work approved by the Village and/or WI DSPS):
    a. February 8, 2023, memo from Larry Ratayczak, Public Works Director (Engineering & SWMP plans)
    b. February 3, 2023, memo from Burt Naumann, GRAEF (CSM)

4. The temporary use of portable toilet facilities shall be allowed for a time period not to exceed two (2) years from the date of Site Plan approval. No later than two (2) years from the date of Site Plan approval, any on-site toilet shall be connected to the public sewer & water utilities.

5. Site development and building plans for future Phase 2 development will require Plan Commission review and approval.

6. The wetland delineation needs to be completed within the property (but only south of the North Crossway Channel) prior to commencement of any grading/filling in this vicinity. If the proposed grading/filling encroaches into the delineated wetland boundary or the 25’ wetland setback from said wetland boundary, the owner shall obtain the necessary permits or revise the construction plan accordingly to avoid and/or compensate for said impacts.

7. The Owner shall make contact with West Shore Pipe Line Company to discuss the proposed development plan and impact on the easement. Copies of any communication and/or permits indicating the approval (or denial) of any proposed development activities should be provided to the Village prior to commencement of construction.

8. The Owner shall be responsible for controlling and otherwise keeping any dust, dirt or other debris from impacting adjoining properties. The owner shall provide ongoing or as-needed measures within a reasonable amount of time not to exceed 24-hours after being contacted by the Village or other property owner.

The owner shall provide up-to-date contact information to the Village for the person(s) to be contacted in the event a complaint is filed with the Village.

9. The type and amount of visual screening proposed by the owner is insufficient to adequately screen the concrete panel storage yard and trailer staging area from view of the adjacent Village DPW facility. The Owner shall either revise the site plan to leave intact all or most of the tree line along the east property line with some additional evergreen trees and shrubs, or a visual buffer be re-established along the east property line comprised of the following:
    a. 20'-30' wide buffer easement
    b. Earthen berm 5'-8' height with a minimum 3' wide crown and asymmetrical undulations to appear natural and plantings on the crown and outer down slopes
    c. 3-4 deciduous canopy trees per 100 linear feet (25'-30' spacing)
    d. 5-8 understory trees per 100 linear feet (10'-20' spacing)
    e. 5-8 evergreen trees per 100 linear feet (10'-20' spacing)
    f. 25 evergreen shrubs per 100 linear feet (equally spaced)

   A revised landscape plan shall be prepared and submitted to the Plan Commission for review and approval.

10. The amount of landscaping and berm height & design for the area along the north elevation of the building abutting Holy Hill Road shall be supplemented with additional berming and landscaping. Additional landscaping including a mix of evergreen and deciduous trees shall be installed along the west side of the truck parking/staging area west of the building to provide a better (future) visual screen of the truck activity. A revised landscape & berm plan shall be prepared and submitted to the Plan Commission for review and approval prior to issuance of an initial occupancy permit for the 203,580 sqft building.

11. Right-of-way permits are required for any/all construction conducted in the Town 9 Parkway right-of-way. Contact the Public Works Department/Highway Superintendent for permit submittal requirements.

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

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February 3, 2023

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

SUBJECT: GFL Muskego LLC CSM Review

Certified Survey Map

Applicant or Owner: DFL Muskego LLC
Land Surveyor/Firm: Christopher A. Jackson / CJ Engineering

1. The CSM # should be labeled adjacent to the East property line.

2. The bearing along the west line of Lot 1 (N 00 28 32 W) does not match the bearing in the legal description.

3. The railroad right of way width should be labeled.

4. All existing utility and drainage easements with recording information will be shown and dimensioned.

5. **All** wetlands will be delineated by an approved and certified wetland specialist.

6. All wetland mapping will be done by a Professional Land Surveyor registered in the State of Wisconsin.

7. Should stream and wetland setback lines be shown on the Certified Survey Map document, the following note will be added:

   "Development within these setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code.

8. A Mortgagee Certificate will need to be included, if applicable.

9. Label the recording information for the document used to dedicate the Donges Bay Road right of way.

10. Professional Land Surveyor's seal and signature on all sheets.

11. Soil borings should be labeled, and their results provided with the CSM.

12. 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".

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,



Burt J. Naumann, PLS
Senior Vice President

Engineering Department Memorandum

To : Jeffrey W. Retzlaff, AICP, Planning Director/Zoning Administrator

From : Lawrence Ratayczak, P.E., Director of Public Works

Date : December 14, 2022

Re : Stonecast Products

Items Reviewed:

1. Civil Plan Set Dated: 11-14-22
2. Stormwater Management Plan Dated: 11-14-22

General Comments:

1. Please respond to each item below. **A written response addressing each item shall be included in your submittal**.
2. The submitted plans have been reviewed for general conformance with State and Village design guidelines. Additional comments could arise as a result of the plan completion and modifications. The items listed below will need to be fully resolved before the Engineering Dept. can recommend a formal approval of the plans and permit for construction.
3. This project will require a WRAPP/NOI from the DNR. Please submit a copy of the approved permit prior to final approval.
4. As-builts prepared to Village standards shall be prepared and provided to the Village post-construction (for all applicable items).
5. Provide an existing site survey.
6. A professional engineer's original seal is to be affixed, signed and dated on the final set of construction plans.
7. As a guide to the review response: Items in *italics* are resolved or acknowledged, items in regular font are to be addressed yet, items in **Bold** are additional feedback to remaining original comment.

C2.1 & C2.2 Site Grading Plans

1. Plans propose sheet flowing a large gravel area at 5% slope to a 3:1 slope. Provide calcs showing the 3:1 is stable and will not be an erosion problem.
2. Provide a trash grate with detail for the outlet orifices.
3. Provide a level spreader with detail at the pond outlets.

Stormwater Management Plan

1. Provide soil borings for the site.
2. The existing site appears to have three discharge locations. Spilt subcatchment 2 into two areas. One that represents the flow to the wetlands to the north and one that represents the flow from the eastern portion that drains southeast.

3. Provide documentation that the proposed flow to the southeast (from pond 2) does not increase flows over the existing.
4. Revise proposed conditions to use a CN of 98 for gravel surfaces.
5. Revise winter season dates to the corrects dates in SLAMM.
6. Per WDNR guidance type C soils shall be modeled as clayey in SLAMM.
7. Change land use to industrial in SLAMM.
8. Wet Pond 1 in SLAMM model shows a standpipe diameter of 2.83'. Plans shows two 24" diameter standpipes.

Village of Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

$200 Plan Commission Consultation
$1,085 Rezoning
$1,240 PDD < 5 acres
$2,095 PDD 5-20 acre site
$3,460 PDD > 20 acre site

Date Paid: 1/23/23 Received by:

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

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

1

APPLICANT OR AGENT

SPI Real Estate LLC
James R. Marriott
W229 N2512 Duplainville Road
Waukesha, WI 53186
Phone (414) 333-0012
E-Mail jmarriott@marriottconstruction.com

PROPERTY OWNER

Village of Germantown
PO Box 337
Gemantown, WI 53022
Phone ( )
E-Mail

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
Donges Bay Road & Wasaukee Road	GTNV_362999

3

REZONING REQUEST

FROM	TO
A-1: Agricultural	M-1: Limited Industrial

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

Parcel 2 of CSM 5028 being a part of the Southeast 1/4 of the Northwest 1/4 of Section 36 Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

5 PURPOSE OF REZONING REQUEST

Applicant is requesting a rezone for this parcel for the development of a pre-cast concrete panel storage yard. The parcel is currently zoned as Agricultural (A-1) while all the adjacent parcels are zoned M-1: light industrial. Said parcel is land locked between adjacent parcels and the Fox Valley & Western LTD Railroad/Wisconsin & Southern Railroad with no public right of way access. The Applicant is proposing to purchase said parcel and combine with the adjacent parcel to the east, once rezoned, in order to maximize their project space potential.

5

6 SUPPORTING DOCUMENTATION:

☒ Plat of Survey (1:100)

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

7 READ AND INITIAL THE FOLLOWING:

_____ I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.

_____ I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself by sufficient cause to deny the petition.

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

_____ 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 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 time frame.

8 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

_____ 1/23/2023
Applicant Date

_____ 1/23/2023
Owner Date

Village of Germantown
...Willkommen

Fee must accompany application
- ☐ $2,900 with public improvements
- ☒ $1,960 no public improvements

Paid LH Date 1/16/23

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

SPI Real Estate LLC
James R. Marriott
W229 N2512 Duplainville RD
Waukesha, WI 53186
Phone (414) 333-0012
Fax ( )
E-Mail jmarriott@marriottconstruction.com

PROPERTY OWNER

GFL Muskego LLC
301 S Bedford St. Ste 1
Madison, WI 53703

Phone (262) 679-0860

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
Donges Bay Rd & Wasaukee Rd	GTNV_361996001 GTNV_361996 GTNV_362999

3 PURPOSE OF LAND SPLIT

Redivision of Lot 2 of CSM 4324, Parcel 2 of CSM 5028 and lands for purpose of Creating Lot for proposed development	Will the land split require rezoning? No	
	From	To

4 READ AND INITIAL THE FOLLOWING:

JMM 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.

JMM 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.

JMM 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.

JMM 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!

JMM 1/16/2023
Applicant Date

JMM 1/16/2023
Owner Date

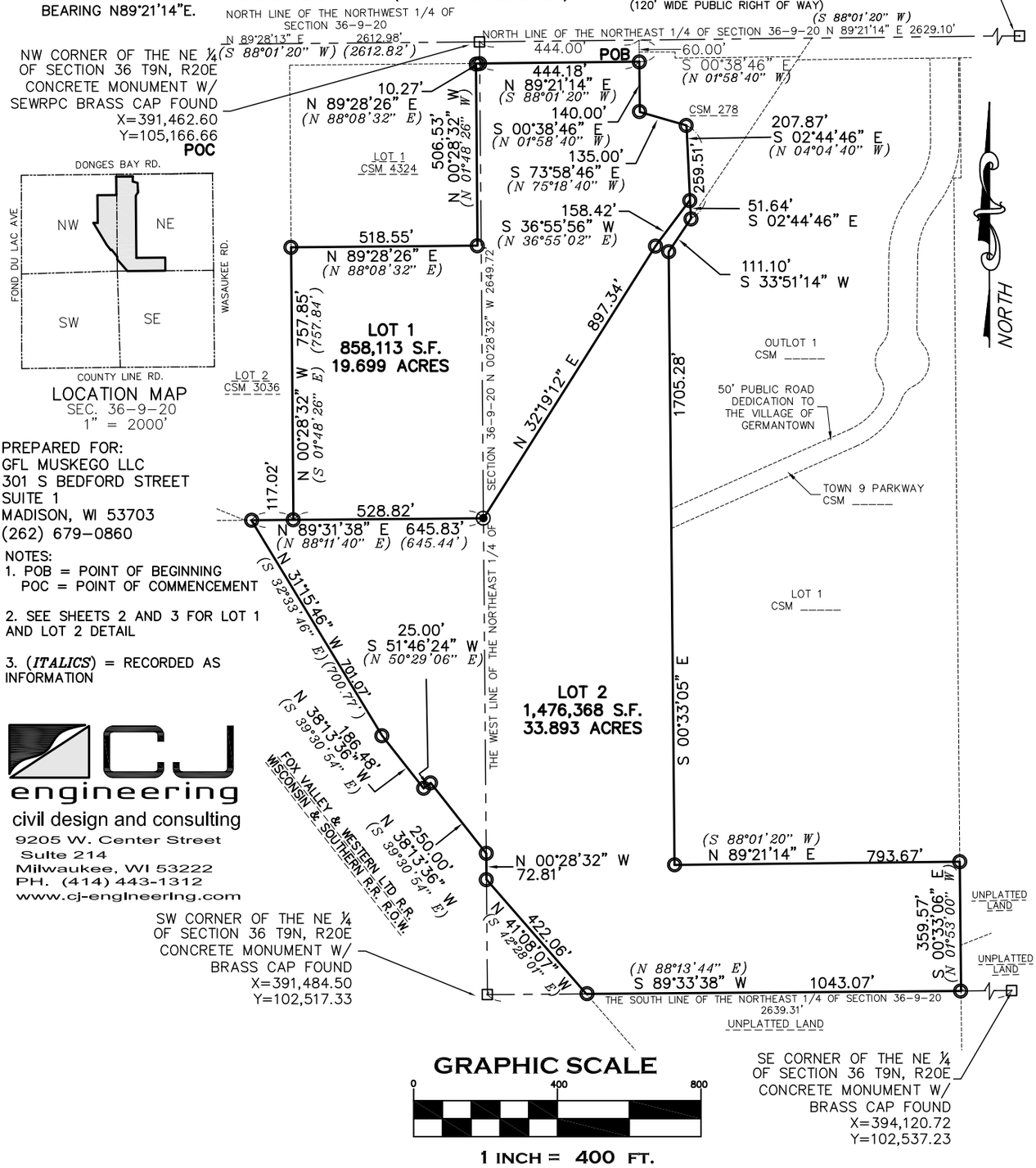
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 4324, PARCEL 2 OF CERTIFIED SURVEY MAP No. 5028 AND LANDS ALL BEING A PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

- ○ – INDICATES 1" IRON PIPE SET
- ◉ – INDICATES ¾" IRON ROD FOUND

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS SHOWN ARE REFERENCED TO THE NORTH LINE OF THE NE ¼ OF SECTION 36, T9N, R20E, WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), WASHINGTON COUNTY. NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83(2011)). NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88(2012)), USING THE WISCONSIN CONTINUALLY OPERATING REFERENCE STATIONS (WISCORS & GEOID 12A) BEARING N89°21'14"E.



LOCATION MAP
SEC. 36-9-20
1" = 2000'

PREPARED FOR:
GFL MUSKEGO LLC
301 S BEDFORD STREET
SUITE 1
MADISON, WI 53703
(262) 679-0860

NOTES:
1. POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

2. SEE SHEETS 2 AND 3 FOR LOT 1 AND LOT 2 DETAIL

3. (*ITALICS*) = RECORDED AS INFORMATION

CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

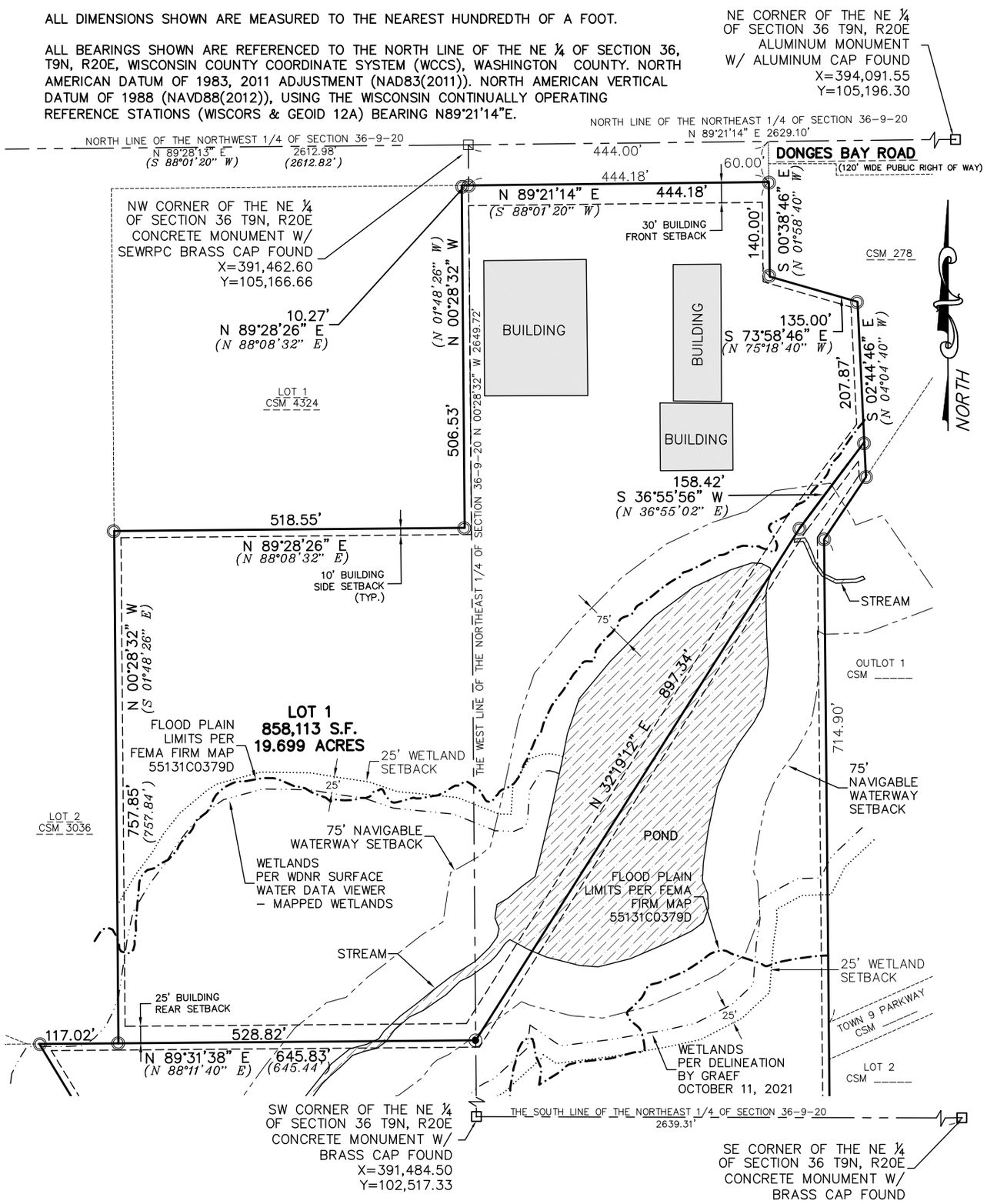
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◎ – INDICATES 1" IRON PIPE SET
◉ – INDICATES ¾" IRON ROD FOUND

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GRAPHIC SCALE

0 200 400

1 INCH = 200 FT.

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

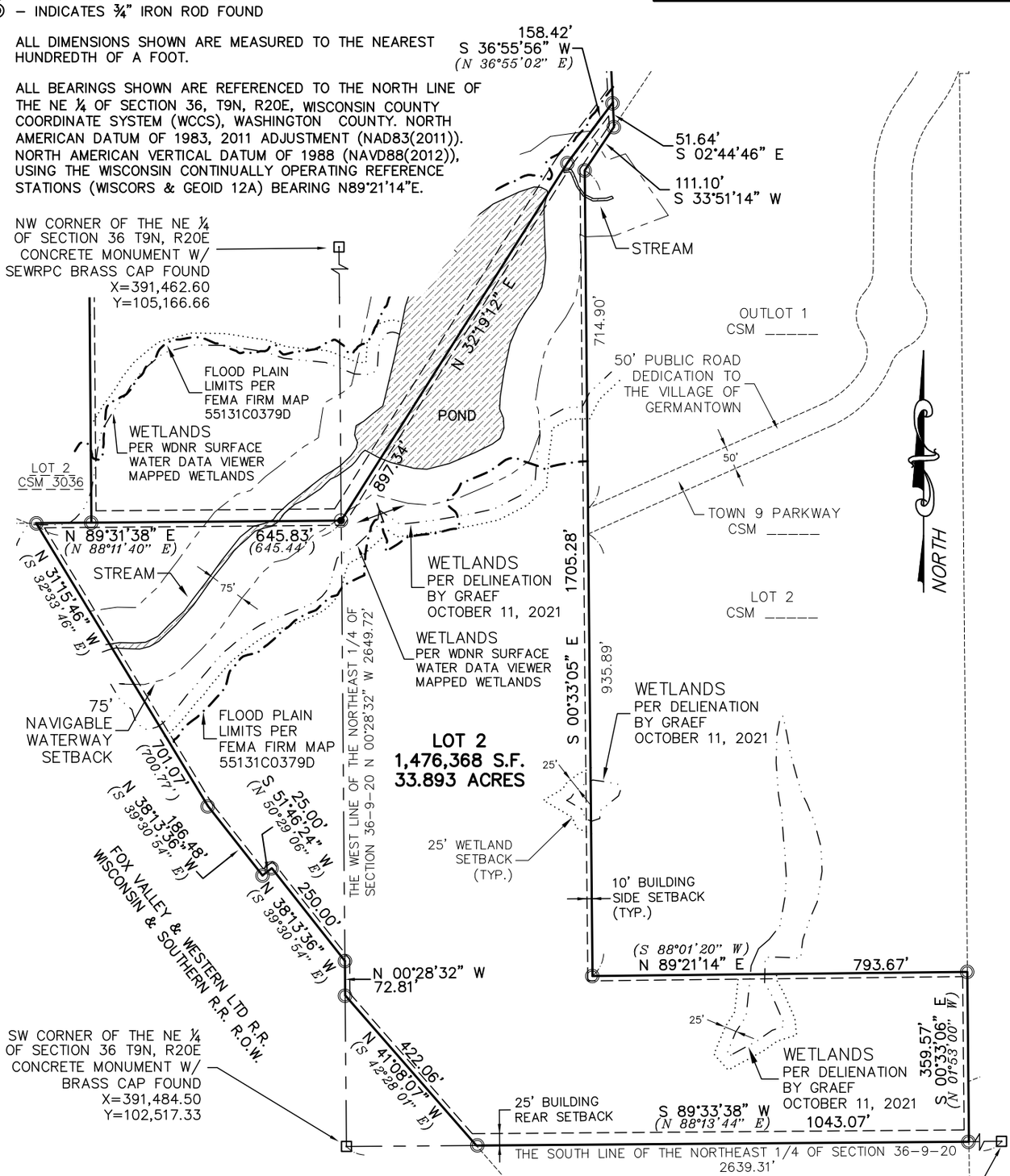
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○ – INDICATES 1" IRON PIPE SET
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GRAPHIC SCALE

0 300 600

1 INCH = 300 FT.

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

CERTIFIED SURVEY MAP NO. _____

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SURVEYOR'S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED AND DIVIDED A REDIVISION OF LOTS 2 OF CERTIFIED SURVEY MAP No. 4324, PARCEL 2 OF CERTIFIED SURVEY MAP No. 5028 AND LANDS ALL BEING A PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST ¼ OF SECTION 36, THENCE N 89°21'14" E 444.00 FEET ALONG THE NORTH LINE OF SAID NE 1/4 SECTION; THENCE S 00°38'46" E 60.00 FEET TO THE SOUTH R.O.W. LINE OF DONGES BAY ROAD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 00°38'46" E 140.00 FEET; THENCE S 73°58'46" E 135.00 FEET; THENCE S 02°44'46" E 259.51 FEET; THENCE S 33°51'14" W 111.10 FEET; THENCE S 00°33'05" E 1705.28 FEET; THENCE N 89°21'14" E 793.67 FEET; THENCE S 00°33'06" E 359.57 TO THE SOUTH LINE OF THE NORTHEAST 1/4 SECTION; THENCE S 89°33'38" W ALONG SAID SOUTH LINE 1043.07 FEET; THENCE N 41°08'07" W 422.06 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 SECTION; THENCE N 00°28'32" W ALONG SAID WEST LINE 72.81 FEET; THENCE N 38°13'36" W 250.00 FEET; THENCE S 51°46'24" W 25.00 FEET; THENCE N 38°13'36" W 186.48 FEET; THENCE N 31°15'46" W 701.07 FEET; THENCE N 89°31'38" E 117.02 FEET; THENCE N 00°28'32" W 757.85 FEET; THENCE N 89°28'06" E 518.55 FEET; THENCE N 00°28'26" E 506.53 FEET TO THE SOUTH R.O.W. LINE OF DONGES BAY ROAD; THENCE N 89°28'26" E ALONG SAID R.O.W. LINE 10.27 FEET; THENCE N 89°21'14" E ALONG SAID R.O.W. LINE 444.18 FEET TO THE POINT OF BEGINNING;

CONTAINING: 2,334,481 SQUARE FEET OR 53.592 ACRES

THAT I HAVE MADE SUCH SURVEY, MAP AND LAND COMBINATION BY THE DIRECTION OF SPI REAL ESTATE LLC, AND GFL MUSKEGO LLC, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE REGULATIONS OF THE VILLAGE OF GERMANTOWN IN SURVEYING, MAPPING AND COMBINING THE SAME.

DATED THIS _____ DAY OF _____, 20 __.

_____

CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S–2851
STATE OF WISCONSIN

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 4324, PARCEL 2 OF CERTIFIED SURVEY MAP No. 5028 AND LANDS ALL BEING A PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE

SPI REAL ESTATE LLC, A LIMITED LIABILITY COMPANY AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, SPI REAL ESTATE LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JAMES R. MARRIOTT, REGISTERED AGENT, THIS _____ DAY OF _____ , 20__.

_____
JAMES R. MARRIOTT, REGISTERED AGENT

STATE OF WISCONSIN)
SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 20___, JAMES R. MARRIOTT, TO ME KNOWN TO BE THE REGISTERED AGENT OF SPI REAL ESTATE, LLC. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID LLC AND ACKNOWLEDGED THE SAME.

_____
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES_____,20___

OWNER'S CERTIFICATE

GFL MUSKEGO LLC, A LIMITED LIABILITY COMPANY AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, GFL MUSKEGO LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, REGISTERED AGENT, THIS_____ DAY OF_____ , 20__ .

_____
_____, REGISTERED AGENT

STATE OF WISCONSIN)
SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 20___, _____, TO ME KNOWN TO BE THE REGISTERED AGENT OF GFL MUSKEGO, LLC. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID LLC AND ACKNOWLEDGED THE SAME.

_____
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES_____,20___

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP No. 4324, PARCEL 2 OF CERTIFIED SURVEY MAP No. 5028 AND LANDS ALL BEING A PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS ___ DAY OF _____ 20__.

_____ _____

DEAN WOLTER, CHAIRMAN DATE

_____ _____

LAURA A. JOHNSON, SECRETARY DATE

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 20___, DEAN WOLTER AND LAURA A. JOHNSON, TO ME KNOWN TO BE THE CHAIRMAN AND SECRETARY OF THE VILLAGE OF GERMANTOWN PLANNING COMMISSION. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

_____
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES_____,20___

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF THE NE ¼ AND NW ¼ OF SECTION 36, 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 _____, 20__.

_____ _____

DEAN WOLTER, VILLAGE PRESIDENT DATE

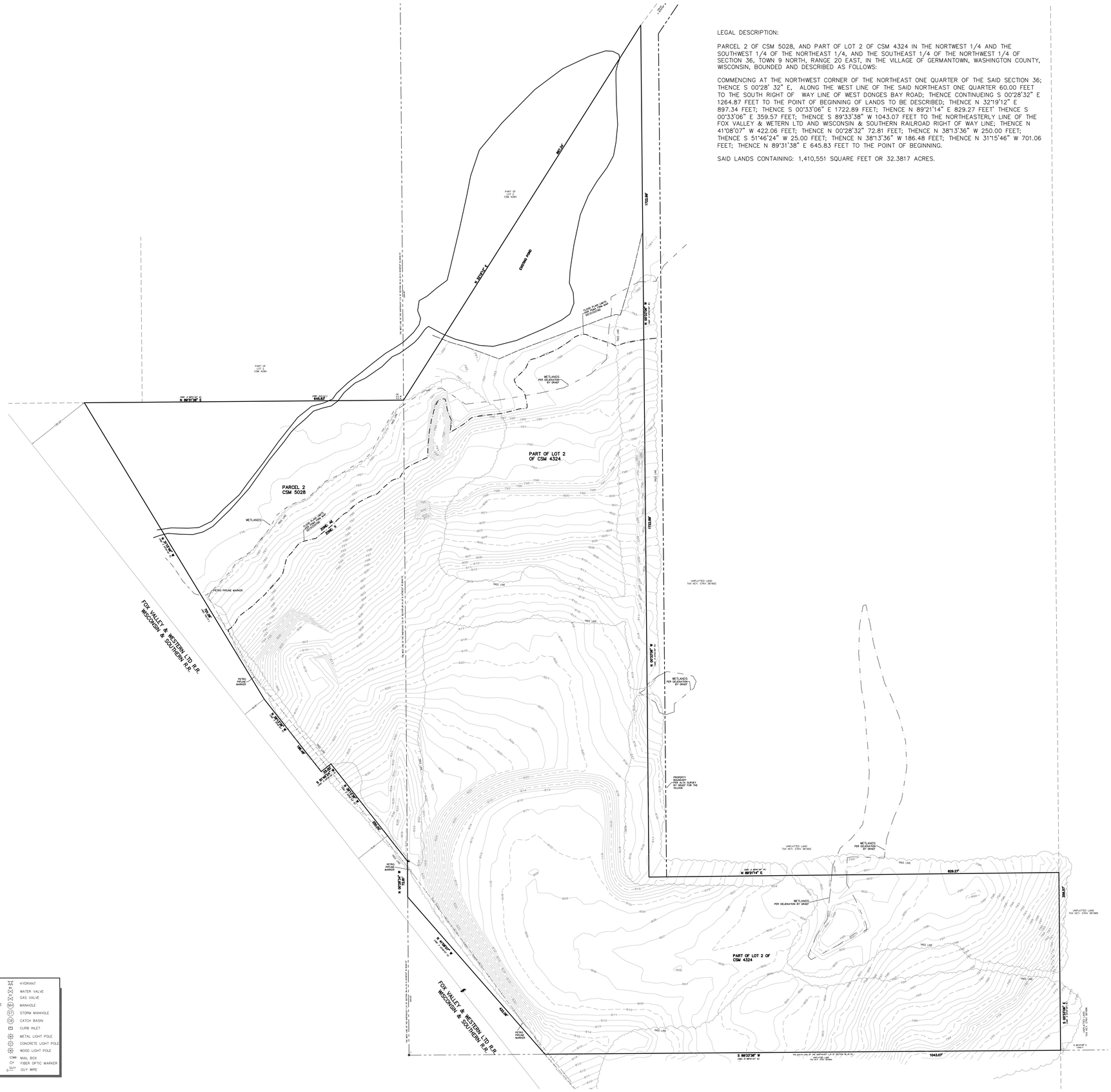
_____ _____

DEANNA BRAUNSCHWEIG, WCMC/CMC, VILLAGE CLERK DATE

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 20___, DEAN WOLTER AND DEANNA BRAUNSCHWEIG, TO ME KNOWN TO BE THE PRESIDENT AND CLERK OF THE VILLAGE OF GERMANTOWN BOARD. AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION AND ACKNOWLEDGED THE SAME.

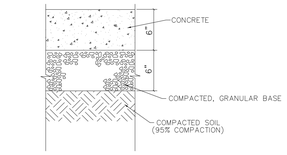
_____
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES_____,20___


PARCEL 2
CSM 5028
PART OF LOT 2
OF CSM 4324
PART OF LOT 2 OF CSM 4324
PART OF LOT 1 OF CSM 4284
PART OF LOT 2 OF CSM 4284
EXISTING POND
WETLANDS
WETLANDS PER DELINEATION BY GRAEF
UNPLATTED LAND TAX KEY: STNV 361992
UNPLATTED LAND TAX KEY: STNV 361985
PROPERTY BOUNDARY PER ALTA SURVEY, BY GRAEF FOR THE FUTURE
TREE LINE
PETRO PIPLINE MARKER
FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.
FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.
FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.
FLOOD PLAIN LIMITS PER FEMA FIRM MAP
N 89°21'14" E
829.27'
S 89°33'38" W
1043.07'
N 00°28'32" E
1722.89'
S 00°33'06" E
359.57'
S 51°46'24" W
25.00'
N 38°13'36" W
186.48'
N 00°28'32" E
72.81'
S 41°08'07" E
422.06'
S 38°13'36" E
250.00'
N 89°21'14" E
645.83'
S 00°28'32" W
1264.87'
N 32°19'12" E
897.34'
S 00°33'06" E
1722.89'
N 41°08'07" W
422.06'
S 38°13'36" E
186.48'
N 51°46'24" E
25.00'
S 38°13'36" E
72.81'
S 89°21'14" W
645.83'
N 00°28'32" E
1264.87'
S 89°33'38" E
1043.07'
N 00°33'06" W
1722.89'
N 00°33'06" W
359.57'
S 89°21'14" W
829.27'
N 00°28'32" E
1722.89'
304.07'
80.00'
80.00'
80.00

engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

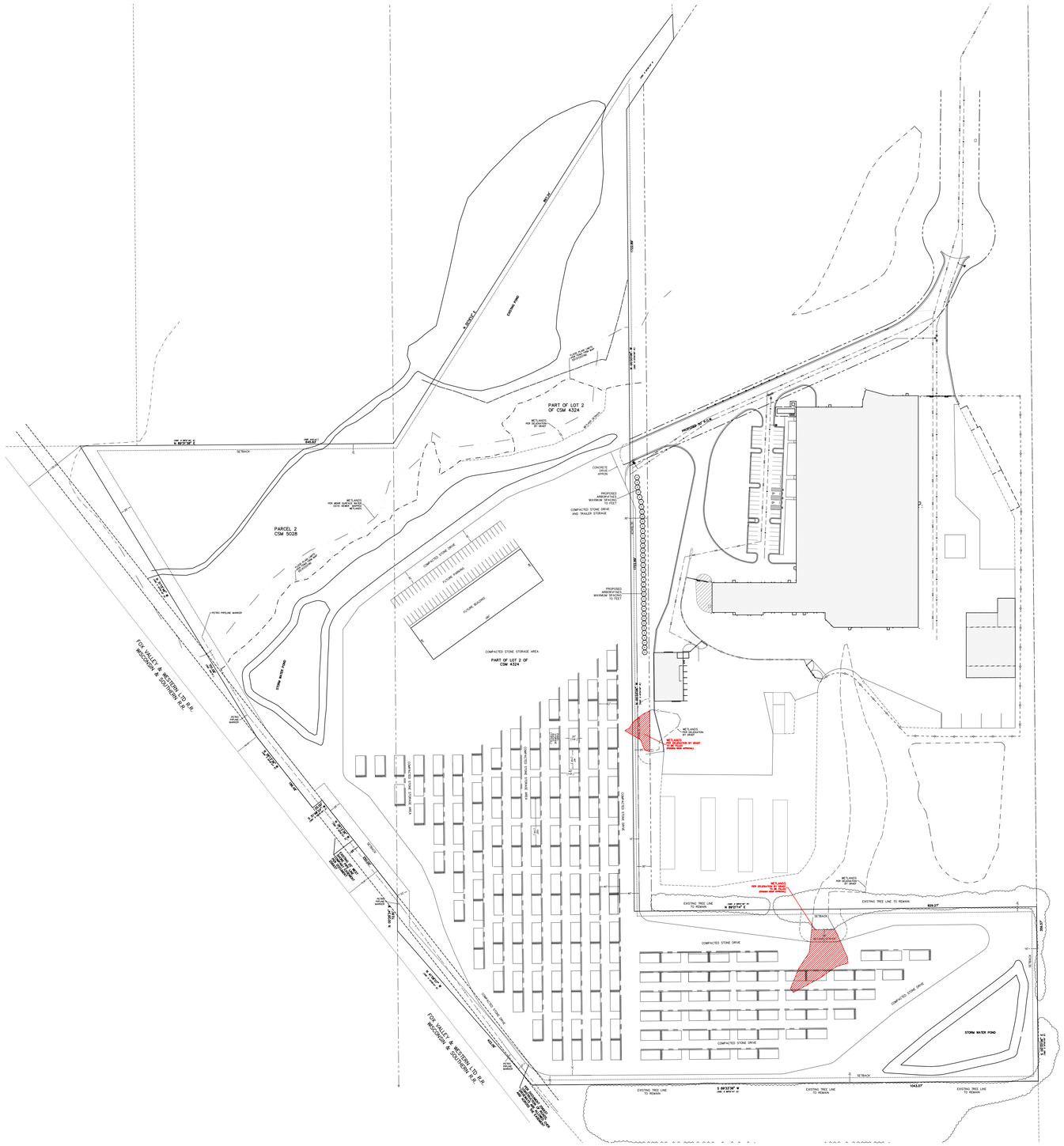
STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN



CONCRETE PAVEMENT
(LOADING DOCKS)

NOT TO SCALE



SITE AREAS

PROPOSED SITE AREAS:
PROPOSED OPEN SPACE AREA: 701,643 S.F. (16.108 ACRES) [52%]
PROPOSED IMPERVIOUS AREA: 774,725 S.F. (17.785 ACRES) [48%]

TOTAL SITE AREAS: 1,476,368 S.F. (33.893 ACRES)

DISTURBED AREA: 1,060,397 S.F. (24.343 ACRES)

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 INCH = 100 FT.

CJE NO.: CJE2234R5
JANUARY 23, 2022

SITE PLAN
WITH LANDSCAPING

C1.0

CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN

PART OF LOT 2
OF CSM 4324

PARCEL 2
CSM 5028

WETLANDS
PER DELIENATION
BY GRAEF

WETLAND SETBACK

FLOOD PLAIN LIMITS
PER FEMA FIRM MAP
55131C0379D

WETLANDS
PER WDNR SURFACE WATER
DATA VIEWER MAPPED
WETLANDS

(REC. N 88°11'40" E)
N 89°31'38" E
645.83'
SETBACK
10'
25'

N. 31°51'46" W.
(MEAS. N 31°52'06" W.)
701.06'
(REC. 701.07')

PETRO PIPELINE MARKER

FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.

STORM WATER POND

PETRO
PIPLINE
MARKER

N. 38°13'36" W.
(REC. N 38°08'40" E)
186.48'

S. 51°46'24" W.
(REC. N 51°51'20" E)
25.00'

N. 38°13'36" W.
(REC. N 38°08'40" E)

SETBACK
20'
25'

COMPACTED STONE DRIVE
30'
FUTURE PARKING
FUTURE BUILDING
280'
80'

COMPACTED STONE STORAGE AREA

PART OF LOT 2 OF
CSM 4324

COMPACTED STONE STORAGE AREA
COMPACTED STONE STORAGE AREA
COMPACTED STONE DRIVE

PANEL OR
BLOCK
(TYPICAL)

20'
(TYP.)
40'
(TYP.)
40'
(TYP.)
100'
(TYP.)
40'

N. 00°33'06" W.
(MEAS. N 00°33'06" W.)
1722.89'

CONCRETE
DRIVE
APRON

PROPOSED
ARBORVITAES
MAXIMUM SPACING
10 FEET

COMPACTED STONE DRIVE
AND TRAILER STORAGE

30'
SETBACK

PROPOSED
ARBORVITAES
MAXIMUM SPACING
10 FEET

PROPOSED 50' R.O.W.

SAN
NWS
WATER
GAS

N

WETLANDS
PER DELIENATION
BY GRAEF

WETLAND SETBACK

WETLANDS
PER DELIENATION BY GRAEF
TO BE FILLED
(PENDING WDNR APPROVAL)

25'
10'

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FT.

SITE AREAS

PROPOSED SITE AREAS:
PROPOSED OPEN SPACE AREA: 701,643 S.F. (16.108 ACRES) [52%]
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www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

CJE NO.: CJE2234R5
JANUARY 23, 2022

NORTH PARTIAL SITE PLAN WITH LANDSCAPING

C1.1

CJ engineering
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9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN

COMPACTED STONE STORAGE AREA
COMPACTED STONE STORAGE AREA
COMPACTED STONE DRIVE
PANEL STORAGE RACKS (TYPICAL)
20' (TYP.)
40' (TYP.)
100' (TYP.)
WETLAND SETBACK
25'
WETLANDS PER DELIENATION BY GRAEF
WETLANDS PER DELIENATION BY GRAEF TO BE FILLED (PENDING WDNR APPROVAL)
10'
30'
40'
EXISTING TREE LINE TO REMAIN
(REC. S 89°01'20" W)
N 89°21'14" E
829.27'
WETLANDS PER DELIENATION BY GRAEF
WETLANDS PER DELIENATION BY GRAEF TO BE FILLED (PENDING WDNR APPROVAL)
EXISTING TREE LINE TO REMAIN
SETBACK
25' WETLAND SETBACK
COMPACTED STONE DRIVE
359.57'
10'
SETBACK
COMPACTED STONE DRIVE
STORM WATER POND
S 00°33'06" E
(REC. S 00°49'00" E)
COMPACTED STONE DRIVE
COMPACTED STONE DRIVE
N 13°56' W
(REC. N 13°56' W)
6'
25'
SETBACK
75.00'
250.00'
EXISTING 75' WEST GAS PIPELINE EASEMENT PER DOCUMENT 1141
6'
22'
PETRO PIPLINE MARKER
N 00°28'34" W
72.81'
N 41°08'07" W
(REC. S 41°08'07" E)
422.06'
PETRO PIPLINE MARKER
FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.
PER DOCUMENT 256937 CONSTRUCTION OF ROADS, DRIVEWAYS ARE ALLOWED OVER AND ACROSS THE EASEMENT
31'
10'
SETBACK
EXISTING TREE LINE TO REMAIN
S 89°33'38" W
(REC. S 89°13'44" E)
1043.07'
EXISTING TREE LINE TO REMAIN
EXISTING TREE LINE TO REMAIN
N

CJE NO.: CJE2234R5
JANUARY 23, 2022

SITE AREAS

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GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FT.

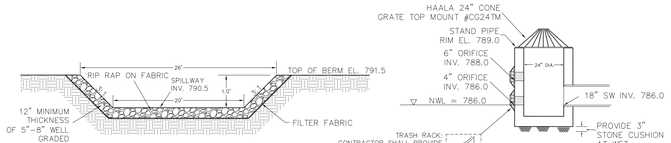
SOUTH PARTIAL SITE PLAN WITH LANDSCAPING

C1.2

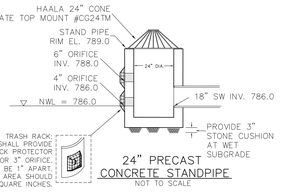
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STONECAST OFF-SITE STORAGE

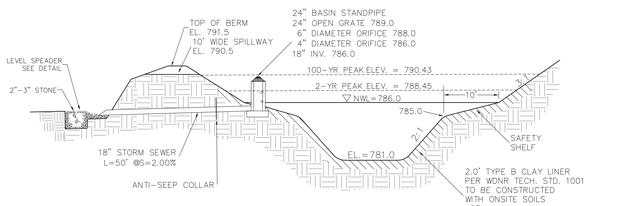
GERMANTOWN, WISCONSIN



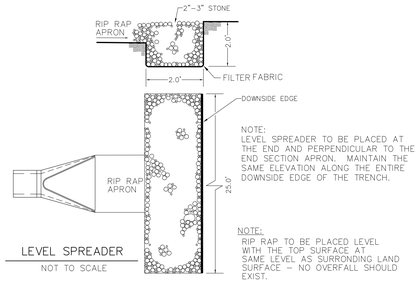
POND 2 SPILLWAY DETAIL
NOT TO SCALE



24" PRECAST
CONCRETE STANDPIPE
NOT TO SCALE



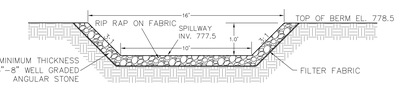
STORMWATER POND 1 DETAIL
NOT TO SCALE



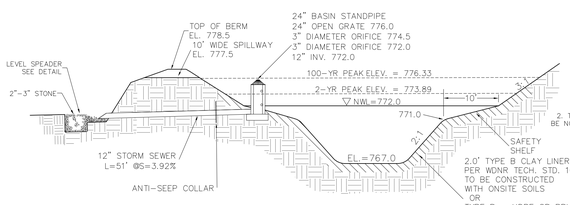
NOTE:
LEVEL SPREADER TO BE PLACED AT THE END AND PERPENDICULAR TO THE END SECTION APRON. MAINTAIN THE SAME ELEVATION ALONG THE ENTIRE DOWNSIDE EDGE OF THE TRENCH.

NOTE:
RIP RAP TO BE PLACED LEVEL WITH THE TOP SURFACE AT SAME LEVEL AS SURRONDING LAND SURFACE - NO OVERFALL SHOULD EXIST.

LEVEL SPREADER
NOT TO SCALE

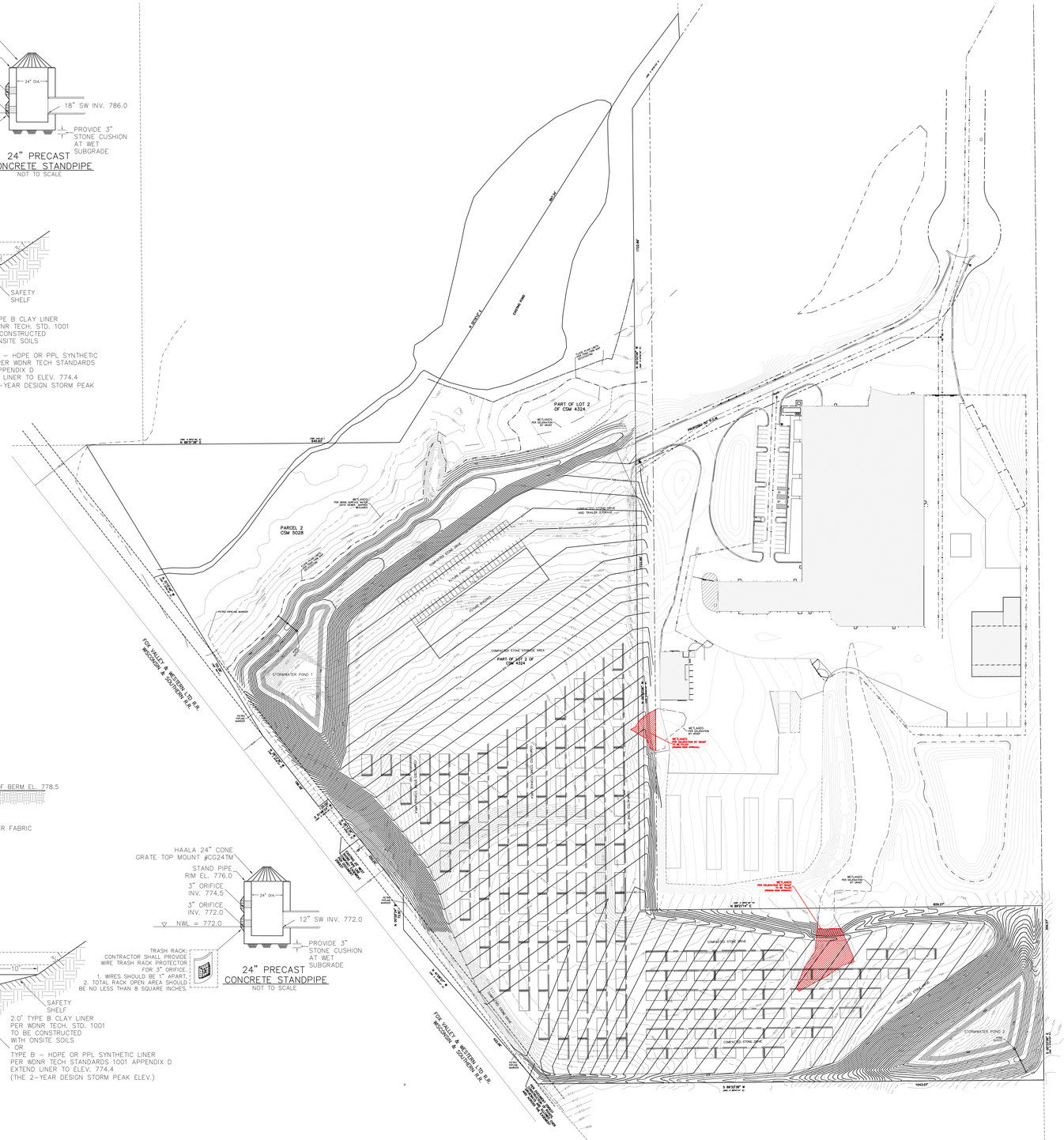


POND 2 SPILLWAY DETAIL
NOT TO SCALE



STORMWATER POND 2 DETAIL
NOT TO SCALE

24" PRECAST
CONCRETE STANDPIPE
NOT TO SCALE



GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 INCH = 100 FT.

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

LEGEND

880	EXISTING CONTOUR
880	PROPOSED CONTOUR
x 880.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER

CJE NO.: CJE2234R5
JANUARY 23, 2023

SITE GRADING PLAN C2.0

CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN

PART OF LOT 2
OF CSM 4324

PARCEL 2
CSM 5028

PART OF LOT 2 OF
CSM 4324

(REC. N 88°11'40" E)
N 89°31'38" E
(REC. 645.44')
645.83'

N 31°15'45" W
(REC. S 31°29'40" E)
186.45'

N 00°33'06" W
(REC. S 00°30'00" E)
722.69'

N 00°33'06" W
(REC. S 00°30'00" E)
70.08'
(REC. 70.17')

S 51°46'24" W
(REC. N 52°00'00" E)
25.06'

N 38°13'36" W
(REC. S 38°00'00" E)

WETLANDS
PER DELINEATION
BY GRAEF

WETLANDS
PER WDNR SURFACE WATER
DATA VIEWER MAPPED
WETLANDS

FLOOD PLAIN LIMITS
PER FEMA FIRM MAP
55131C0379D

COMPACTED STONE DRIVE
AND TRAILER STORAGE

COMPACTED STONE DRIVE

FUTURE PARKING

FUTURE BUILDING

COMPACTED STONE STORAGE AREA

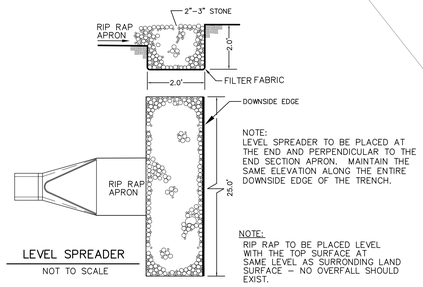
STORMWATER POND 1

PETRO PIPELINE MARKER

PETRO
PIPLINE
MARKER

FOX VALLEY
WISCONSIN & SOUTHERN L.T.D. R.R.

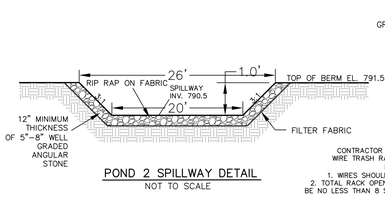
WETLAND
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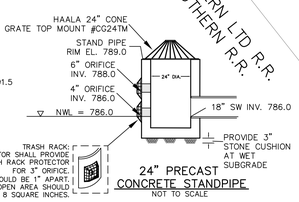
NOTE:
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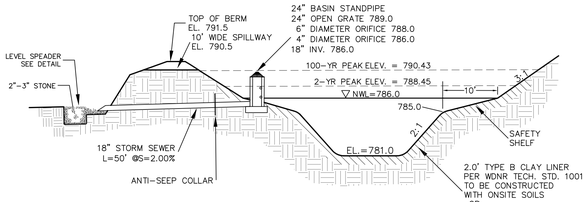
LEVEL SPREADER
NOT TO SCALE



POND 2 SPILLWAY DETAIL
NOT TO SCALE



24" PRECAST
CONCRETE STANDPIPE
NOT TO SCALE



STORMWATER POND 1 DETAIL
NOT TO SCALE

LEGEND

880	EXISTING CONTOUR
880	PROPOSED CONTOUR BY OTHERS
880	PROPOSED CONTOUR
x 880.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

NOTES:
1. DISTURBED AREA: 1,050,011 S.F. (24.105 ACRES)

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FT.

CJE NO.: CJE2234R5
JANUARY 23, 2023

NORTH PARTIAL SITE GRADING PLAN C2.1

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www.cj-engineering.com

STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN

WETLANDS PER DELIENATION BY GRAEF

WETLANDS PER DELIENATION BY GRAEF TO BE FILLED (PENDING WDNR APPROVAL)

COMPACTED STONE STORAGE AREA

COMPACTED STONE DRIVE

EXISTING 75' WEST GAS PIPELINE EASEMENT

PETRO PIPLINE MARKER

N 00°28'34" W 72.81'

N 41°08'07" W (REC. S 41°08'07" E)

422.06'

FOX VALLEY & WESTERN LTD R.R. WISCONSIN & SOUTHERN R.R.

PER DOCUMENT 256037 CONSTRUCTION OF ROAD DRIVEWAYS ARE ALLOWED AND ACROSS THE EASEMENT

S 89°33'38" W (REC...S 89°33'38" E)

1043.07'

S 00°33'06" E (REC. S 00°33'06" E)

359.57'

N 89°21'14" E (REC. S 89°01'20" W)

829.27'

STORMWATER POND 2

POND OUTLOT

N

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 INCH = 40 FT.

www.DiggersHotline.com

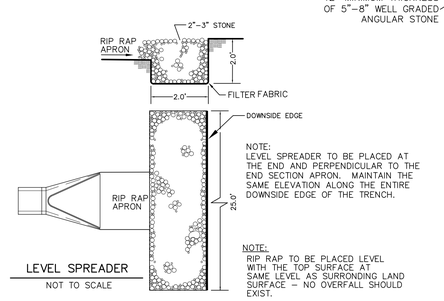
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

NOTES:

1. DISTURBED AREA: 1,050,011 S.F. (24.105 ACRES)

LEGEND

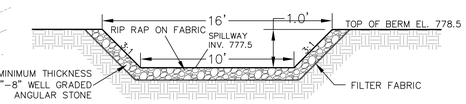
880	EXISTING CONTOUR
880	PROPOSED CONTOUR BY OTHERS
880	PROPOSED CONTOUR
x 880.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER



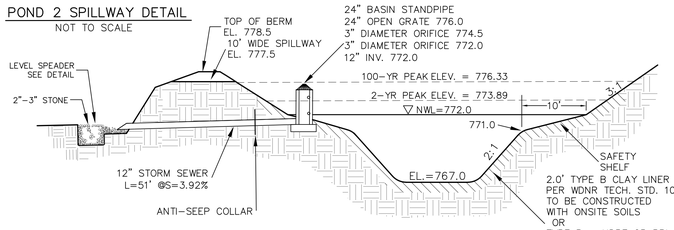
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NOT TO SCALE

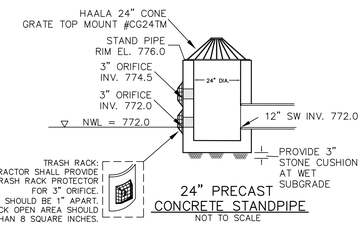


POND 2 SPILLWAY DETAIL
NOT TO SCALE



STORMWATER POND 2 DETAIL
NOT TO SCALE

2.0' TYPE B CLAY LINER PER WDNR TECH. STD. 1001 TO BE CONSTRUCTED WITH ONSITE SOILS
OR
TYPE B – HDPE OR PPL SYNTHETIC LINER PER WDNR TECH STANDARDS 1001 APPENDIX D EXTEND LINER TO ELEV. 774.4
(THE 2–YEAR DESIGN STORM PEAK ELEV.)



24" PRECAST CONCRETE STANDPIPE
NOT TO SCALE

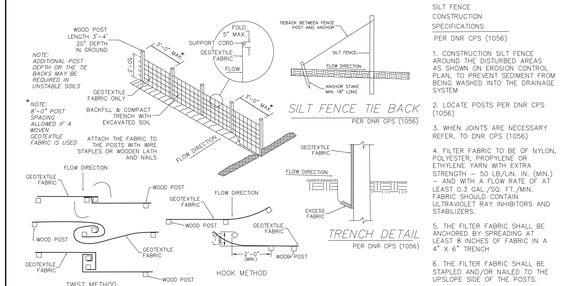
CJE NO.: CJE2234R5
JANUARY 23, 2023

SOUTH PARTIAL SITE GRADING PLAN C2.2

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9205 W. Center Street
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STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN



SILT FENCE TIE BACK
PER DNR CPS (1056)

TRENCH DETAIL
PER DNR CPS (1056)

SILT FENCE
CONSTRUCTION
SPECIFICATIONS
PER DNR CPS (1056)

1. CONSTRUCTION SILT FENCE AROUND THE DISTURBED AREAS AS SHOWN ON EROSION CONTROL PLAN, TO PREVENT SEDIMENT FROM BEING WASHED INTO THE DRAINAGE SYSTEM

2. LOCATE POSTS PER DNR CPS (1056)

3. WHEN JOINTS ARE NECESSARY REFER, TO DNR CPS (1056)

4. FILTER FABRIC TO BE OF NYLON, POLYESTER, PROPYLENE OR ETHYLENE YARN WITH EXTRA STRENGTH – 50 LB./LIN. IN. (MIN.) – AND WITH A FLOW RATE OF AT LEAST 0.3 GAL./SQ. FT./MIN. FABRIC SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS.

5. THE FILTER FABRIC SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF FABRIC IN A 4" X 6" TRENCH

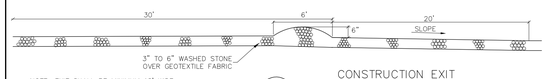
6. THE FILTER FABRIC SHALL BE STAPLED AND/OR NAILED TO THE UPSLOPE SIDE OF THE POSTS.

7. POST TO BE 1 1/8" X 1 1/8" HICKORY OR OAK, 3 FEET LONG, SPACED A MAXIMUM OF 3 FEET APART.

8. USE WIRE REINFORCEMENT IN UNSTABLIZED MINOR SWALES, DITCHES AND DIVERSIONS.

9. USE WISDOT APPROVED SILT FENCE

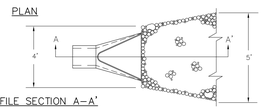
SILT FENCE
PER WDNR TECHNICAL STANDARD 1056 (1)
NOT TO SCALE



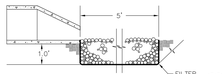
NOTE: EXIT SHALL BE MINIMUM 18' WIDE

CONSTRUCTION EXIT
(2) PER WDNR TECHNICAL STANDARD 1057
NOT TO SCALE

PLAN



PROFILE SECTION A–A'



OUTLET PROTECTION FOR ENDSECTION
(3) NOT TO SCALE

CONSTRUCTION SPECIFICATIONS

1. EXCAVATE BELOW CHANNEL OUTLET AND WIDEN CHANNEL TO THE REQUIRED RIP RAP THICKNESS FOR EACH APRON. FOUNDATION TO BE CUT TO ZERO GRADE AND SMOOTHED.

2. PLACE FILTER CLOTH ON BOTTOM AND SIDES OF PREPARED FOUNDATION. ALL JOINTS TO OVERLAP A MINIMUM OF 1.0'.

3. EXERCISE CARE IN RIP RAP PLACEMENT TO AVOID DAMAGE TO FILTER FABRIC.

4. PLACE RIP RAP ON ZERO GRADE – TOP OF RIP RAP TO BE LEVEL WITH EXISTING OUTLET – NO OVERFALL AT ENDS.

5. RIP RAP TO BE HARD, ANGULAR, WELL GRADE STONE OF 5" TO 8" DIA.

6. IMMEDIATELY AFTER CONSTRUCTION, STABILIZE ALL DISTURBED AREAS WITH VEGETATION.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY ½" RUNOFF-PRODUCTION RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.

2. SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE AND DITCH CHECKS WHEN IT BECOMES ABOUT 0.5 FT. DEEP AT THE FENCE. THE SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.

3. ALL SEEDED AREAS WILL BE WATERED, FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.

4. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH DAY.

WINTER CONDITIONS

DURING WINTER CONSTRUCTION, CONTRACTOR TO FOLLOW WAUKESHA COUNTY'S "LATE SEASON STABILIZATION POLICY" AND IS A CONDITION OF APPROVAL.

PRESCRIPTIVE COMPLIANCE AREAS:
PER WDNR NR151.11 WIS. ADM. CODE
MAXIMUM PERIOD OF BARE SOIL EXPOSURE FOR SLOPES EXCEEDING 20%

SLOPE AREA DRAINS TO SEDIMENT BASIN OR SEDIMENT TRAP	MAXIMUM PERIOD OF BARE SOIL EXPOSURE (CALENDER DAYS)	
	LAND DISTURBANCE BETWEEN SEPT. 16TH AND MAY 1ST	*LAND DISTURBANCE BETWEEN MAY 2ND AND SEPT. 15TH*

CONSTRUCTION SCHEDULE

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. FLAG THE WORK LIMIT AND BUFFER AREA FOR PROTECTION.
3. INSTALL CONSTRUCTION EXIT.
4. INSTALL SILT FENCE AROUND SITE PERIMETER SHOWN ON THE PLAN.
5. EXCAVATE STORM WATER BASIN – BASINS TO ACT AS SEDIMENTATION BASIN COMPLETE WITH OUTLET AS SHOWN.
6. ROUGH GRADE REMAINING SITE.
7. INSTALL DITCH CHECKS.
8. INSTALL OUTLET PROTECTION FOR STORM END SECTIONS. INSTALL ALL REMAINING DITCH CHECKS IF NOT ALREADY INSTALLED.
9. REMOVE SEDIMENTATION BASIN AND FINISH GRADE STORMWATER BASINS
10. INSTALL COMPACTED STONE.
11. FINAL GRADE SLOPES AND TOPSOIL CRITICAL SLOPES; VEGETATE AND MAT/MULCH ALL DISTURBED AREAS.
12. ALL EROSION CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL. NEEDED REPAIRS WILL BE PERFORMED IMMEDIATELY.
13. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND VEGETATE THE DISTURBED AREAS.
14. ESTIMATED TIME BEFORE FINAL STABILIZATION – 6 MONTHS.

EROSION CONTROL

1. SILT FENCE
2. CONSTRUCTION EXIT
3. OUTLET PROTECTION
4. EROSION MATTING
4*. TYPE II CLASS B EROSION MATTING
5. SEDIMENT LOG DITCH CHECK
6. SEDIMENTATION BASIN

FOR FINAL STABILIZATION, PROVIDE CLASS I, TYPE B EROSION MAT PER "WISDOT EROSION CONTROL PAL" (OR EQUAL) IN ALL ROADSIDE DITCHES, DEFINED SWALES, SIDE SLOPES, OUTLOT BERMS AND ALL OTHER SLOPES 4:1 OR GREATER. INSTALL PER MANUFACTURERS SPECIFICATIONS.

TEMPORARY STABILIZATION METHODS

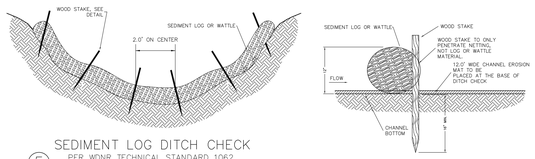
TEMPORARY SEEDING:
DURING GROWING SEASON (MAY 2 – OCTOBER 15) TEMPORARY SEEDING (COVER CROP) TO BE USED FOR TEMPORARY STABILIZATION DURING SITE CONSTRUCTION.

Species	Lbs/Acre	Percent Purity
Oats	131	98
Cereal Rye	131*	97
Winter Wheat	131*	95
Annual Ryegrass	80*	97

* Fall Seeding

LAND APPLICATION OF ADDITIVES:
DURING NONGROWING SEASON (OCT. 15 – MAY 1) CONTRACTOR TO PROVIDE TYPE B SOIL STABILIZER DURING SITE CONSTRUCTION. STABILIZER TO BE POLYACRYLAMIDE (PAM) PER LATEST WDOT PAL (UPDATED 11/2/2017) – SEE WDNR TECHNICALSTANDARD 1050.

STABILIZATION SHOULD BE COMPLETED WITHIN 7 DAYS OF ESTABLISHING FINAL GRADE OR THAT WILL OTHERWISE EXIST FOR MORE THAN 14 DAYS.



SEDIMENT LOG DITCH CHECK
(5) PER WDNR TECHNICAL STANDARD 1062
NOT TO SCALE

DITCH CHECK NOTES:

1. PREPARE SITE TO DESIGN PROFILE AND GRADE. REMOVE DEBRIS, ROCKS, CLODS, ETC.. GROUND SURFACE SHOULD BE SMOOTH PRIOR TO INSTALLATION TO ENSURE LOG REMAINS IN CONTACT WITH SLOPE.

2. DO NOT ALLOW FLOW TO OVERTOP INSTALLATION.

3. STAKE TO BE PLACED AT TOE OF SLOPE, BOTH SIDES

4. 1 $\frac{1}{2}$" x 1 $\frac{1}{2}$" X 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS OR WATTLES.

5. INSTALL EROSION MAT PER MANUFACTURES SPECIFICATIONS.

6. INSPECT DITCH CHECKS WEEKLY AND WITHIN 24 HRS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE WITHIN A 24 HOUR PERIOD.

7. DITCH CHECK SHALL BE AMERICAN EXCELSIOR CURLEX 12" SEDIMENT LOG, NORTH AMERICAN GREEN WS-12 OR OTHER APPROVED DITCH CHECK AS SPECIFIED IN THE WDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL).

8. SPACING TO BE INSTALLED PER WDNR-CPS 1062 (EVERY TWO (2) VERTICAL FEET) AS SHOWN ON PLANS.

LEGEND

879	EXISTING CONTOUR
882	PROPOSED CONTOUR
x 881.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER
	PROPOSED SILT FENCE


PART OF LOT 2
OF CSM 4324
PARCEL 2
CSM 5028
WETLANDS
PER DELINEATION
OF 2022
WETLANDS
PER DELINEATION
OF 2022
(NOT WITHIN
PROJECT AREA)
WETLANDS
PER DELINEATION
OF 2022
(NOT WITHIN
PROJECT AREA)
PROPOSED
RETAINING WALL
(SEE DETAIL)
EXISTING TREE LINE
TO REMAIN
EXISTING TREE LINE
TO REMAIN
EXISTING TREE LINE
TO REMAIN
EXISTING TREE LINE
TO REMAIN
COMPACTED STONE DRIVE
COMPACTED STONE DRIVE
AND TRAILER STORAGE
COMPACTED STONE STORAGE AREA
PART OF LOT 2 OF
CSM 4324
COMPACTED STONE DRIVE
TRAILER STORAGE
STORMWATER POND 1
STORMWATER POND 2
FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.
FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.
CONSTRUCT STONE
ACCESS DRIVE
AS SHOWN ON
PLAN
PROPOSED
BUILDING
(SEE ARCH.
PLANS)
PROPOSED
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(SEE ARCH.
PLANS)

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STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN

PART OF LOT 2
OF CSM 4324

PARCEL 2
CSM 5028

(REC. N 88°11'40" E)
N 89°31'38" E
(REC. 645.44')
645.83'

N 00°33'06" W
(REC. N 00°28'00" W)
772.89'

PROPOSED 50' R.O.W.

FLOOD PLAIN LIMITS
PER FEMA FIRM MAP
55131C0379D

WETLANDS
PER DELIENATION
BY GRAEF

WETLANDS
PER WDNR SURFACE WATER
DATA VIEWER MAPPED
WETLANDS

COMPACTED STONE DRIVE
AND TRAILER STORAGE

COMPACTED STONE DRIVE

FUTURE PARKING

FUTURE BUILDING

COMPACTED STONE STORAGE AREA

PART OF LOT 2 OF
CSM 4324

COMPACTED STONE STORAGE AREA

COMPACTED STONE DRIVE

STORMWATER POND 1

POND
OUTLOT 1

PETRO PIPELINE MARKER

PETRO
PIPLINE
MARKER

FOX VALLEY & WESTERN LTD R.R.
WISCONSIN & SOUTHERN R.R.

N 31°51'46" W
(REC. N 32°00'00" E)
701.06'
(REC. 701')

N 58°13'36" W
(REC. N 58°00'00" E)
186.48'

S 51°46'24" W
(REC. S 32°00'00" E)
25.00'

N 58°13'36" W
(REC. N 58°00'00" E)
25.00'

WETLANDS
PER DELIENATION
BY GRAEF

WETLANDS
PER DELIENATION BY GRAEF
TO BE FILLED
(PENDING WDNR APPROVAL)

N

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

LEGEND

879	EXISTING CONTOUR
882	PROPOSED CONTOUR
x 881.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER
	PROPOSED SILT FENCE

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FT.

CJE NO.: CJE2234R5
JANUARY 23, 2023

NORTH PARTIAL SITE EROSION CONTROL PLAN

C3.1

engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN

WETLANDS PER DELIENATION BY GRAEF

WETLANDS PER DELIENATION BY GRAEF TO BE FILLED (PENDING WDNR APPROVAL)

COMPACTED STONE STORAGE AREA

COMPACTED STONE DRIVE

EXISTING TREE LINE TO REMAIN

(REC. S 89°21'20" W)
N 89°21'14" E
829.27'

COMPACTED STONE DRIVE

COMPACTED STONE DRIVE

COMPACTED STONE DRIVE

256937

VOL 350 PAGE 516

RECORDED 1961 MAY 15 PM 1:43

PIPE LINE EASEMENT

STATE OF Wisconsin COUNTY OF Washington

KNOW ALL MEN BY THESE PRESENTS: That the undersigned

Robert Pyrits and Angeline Pyrits

hereinafter called GRANTOR (whether one or more) in consideration of Five Hundred Twenty-Eight ($528.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged does hereby grant and convey unto WEST SHORE PIPE LINE COMPANY, a Delaware corporation, with an office at Des Plaines, Illinois, hereinafter called GRANTEE, its successors and assigns, a right of way and easement (50) 25 feet in width for the purpose of constructing, maintaining, operating and patrolling (including aerial patrol), altering, changing the size of, repairing, removing and removing in whole or in part, a pipe line for the transportation of petroleum, its products and derivatives, whether liquid or gaseous, together with the necessary drips, appurtenances and cathodic protection equipment, hereunder, across and through the following described land situated in above said State and County, to-wit:

The West Half (W½) of the Northeast Quarter (NE¼) of Section 36, Township 9-North, Range 20-East excepting therefrom the following described parcel, viz: Commencing at the North-east Corner of the W½ ofthe NE¼ of said Section 36, thence West, 5.91 chains, thence South 34½° West, 10.84 chains, thence South parallel with the 1/8th line, 26.22 chains; thence East at right angles, 12.62 chains to a point in said 1/8th line 34.75 chains South of the place of beginning; thence North to the place of beginning. Also the North-west Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 36, Township 9-North, Range 20-East, excepting those parcels conveyed for Railroad purposes.

Section 36 Township 9-North Range 20-East

together with the right of ingress and egress to and from said right of way over and across said lands of GRANTOR for any and all purposes herein granted, with the right to maintain the right of way clear of trees, undergrowth, brush and other obstructions so as to prevent damage or interference with the efficient operation and patrol of the pipe lines constructed under this grant and hereby releases and waives all right of dower and homestead in the premises above described, insofar as said right of dower and homestead may affect the purposes for which this grant is made.

GRANTEE may enter upon the premises for the purpose of making surveys or performing acts incidental thereto prior to construction of any pipe line.

GRANTEE may construct additional lines of pipe, subject to the same rights, terms and conditions as apply to the original line, upon payment to the GRANTOR for such additional line as laid, the same consideration per rod or right of way here as paid hereunder for the original line; provided that additional pipe lines constructed shall be located within the right of way herein granted. Payment for additional lines may be made by check of GRANTEE preceding or subsequent to the construction of such additional lines.

All pipe lines constructed under this agreement shall be buried [illegible] GRANTEE shall pay for all physical damage to improvements, crops, timber and livestock which may be caused by GRANTEE in constructing, repairing, or removing said lines, which payment may be made before or after completion of the work at the option of the GRANTEE.

The rights herein granted may be assigned in whole or in part.

GRANTOR reserves the right to the full use and enjoyment of said premises except as the same may be necessary for the purposes herein granted, provided that GRANTOR shall not erect over any line or lines of GRANTEE any improvements, lake or ponds of a nature such as to interfere with the rights hereby granted.

Nothing herein shall be construed as a conveyance of any part of the mineral rights underlying the above described property.

The right-of-way herein granted shall be parallel and adjacent to the Northeasterly right-of-way line of the Chicago & Northwestern Railroad.

Grantor reserves the right to construct roads, driveways and railroad spurs over and across the easement herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS THE EXECUTION HEREOF this 9 day of May 1961

WITNESSES:

J. T. Trimble

Monte L. Parris

SIGNATURE AND MAILING ADDRESS OF GRANTOR:

Robert Pyrits

Robert Pyrits

Angeline Pyrits

Angeline Pyrits

10434 Stewart, Wauwatosa, Wis.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Wisconsin
COUNTY OF Washington Milwaukee

I, Monte L. Parris, a Notary Public, in and for said State and County, do hereby certify that Robert Pyrits and Angeline Pyrits personally known to me to be the same person S whose name S are subscribed to in the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead and dower.

Given under my hand and official seal this 9th day of May 1961

My Commission Expires January 17, 1965

Monte L. Parris
Notary Public

LINE NAME OR LOCATION CODE NO.	R/W NO.	SIZE OF PIPE	GRADE	R/W AGENT
Granville-Green Bay 9-486007		10"	1	
MAP NO.	PAID BY J. T. Trimble	CHECK NO. 1775	ITEM NO.	

1/23/2023

CJ engineering
civil design and consulting

9205 W. Center Street
Suite 214
Milwaukee, WI 53222
(414) 443-1312

Stonecast Offsite Storage – Germantown Shear Stress Caluclation:

Per FDM 13-30:

$\tau_d = \gamma d S_o$ **= Shear stress at maximum depth of flow**

$\gamma = unit\ weight\ of\ water = 62.4\ lb/ft^3$
$S_o = Slope\ of\ pond\ side\ slope$
$d = depth\ of\ flow$

$d = (\frac{q}{\alpha})^{3/5}$ = Mannings Equation derivation for sheet flow depth in urban areas = depth of flow (d)

$q = I \times L$ = Maximum discharge at edge of pavement

I = 100 Rainfall Intensity = 130 cfs: from PS1 subcatchment = 468,000 ft^3/hr

$\frac{468{,}000\ \frac{ft^3}{hr}}{492{,}228\ sf} = 0.95\ \frac{ft}{hr} = 0.00026\ \frac{ft}{s}$ = Rainfall Intesity

L= 794' : From TC routing

$\rightarrow q = 0.00026\ \frac{ft}{s} \times 794' = 0.2097\ \frac{ft^2}{s}$

$\alpha = \frac{1.49(S_o)^{1/2}}{n}$

S_o = Slope of Pavement = 0.0333 ft/ft
n = Roughness Coeffiecint of pavement = 0.015

$\rightarrow \alpha = \frac{1.49(0.0333)^{1/2}}{0.015}$ = 18.126

$d = (\frac{q}{\alpha})^{3/5}$ = $d = (\frac{0.2097}{18.126})^{3/5}$ = 0.069 ft = depth of flow at edge of pavement (d)

$\tau_d = \gamma d S_o$ **=** $\tau_d = 62.4 \times 0.069 \times 0.3333 = 1.435\ lbs/ft^2$ **of shear stress**

Per the WisDOT PAL guidelines: Class II Type B products have a permissible shear stress of ***2.0 lbs/ft^2***

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
N7725 Hwy 28
Horicon, WI, 53032

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

January 25, 2023

Jim Marriott
W229 N2512 Duplainville Rd.
Waukesha, WI 53186

EXE-SE-2023-67-00216

RE: Nonfederal Wetland Exemption Determination for areas described as Wetlands W-5 (partial) and W-7 (partial), located in the Village of Germantown, Washington County

Dear Mr. or Ms. Marriott:

This letter is in response to your request for a nonfederal wetland exemption determination for the above mentioned wetlands.

According to 281.36 (4n), State Stat., a nonfederal wetland is a wetland that is not federally jurisdictional. Projects impacting nonfederal wetlands in rural areas must be less than 3 acres of total impact, and the project must be related to a structure such as a building, driveway, or road with an agricultural purpose (s. 281.36(4n)(c)3, Wis. Stat.). In addition, DNR must also consider whether the nonfederal wetland is a rare and high quality wetland as defined in s 281.36(4n)(a)3, Wis. Stat.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative including project scope and purpose
- Site location map and photographs that show different angles and views of the wetland
- Botanical survey results
- Wetland delineation information

Below is a summary of our findings:

Request Narrative
According to the request narrative the total wetland impacts will be 0.22 acres. The purpose of this project is to create a commercial building and concrete panel storage.

Site Location and Photographs
The site location confirms that the wetland is located in an urban area. Wetland photographs also show the wetlands to be heavily vegetated fresh wet meadows set within farmed fields.

Botanical Survey
The botanical survey demonstrations that the wetlands are not rare and high quality wetlands.

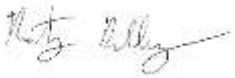
Wetland Delineation Information
The wetland delineation shows the wetlands to be dominated by reed canary grass (*Phalaris arundinacea*).

Stormwater Compliance Information
The documentation demonstrated that the project will be completed in compliance with applicable WPDES stormwater permits and stormwater ordinances adopted under s. 59.693, 60.627, 61.354, or 62.234, Wis. Stats.

Conclusion:
ELIGIBLE

Based upon the documentation provided above, the project meets the eligibility criteria pursuant to s. 281.36 (4n), State Stat. You are able to proceed with this project. If you have any questions or would like to schedule a meeting to discuss this approval, please call me at (920) 296-6507 or email marty.dillenburg@wisconsin.gov.

Sincerely,



Marty Dillenburg
Water Management Specialist

Copy to: Christopher Jackson, CJ Engineering
A.J. Kitchen, US Army Corps of Engineers
Chris Jors, Sr. Specialist-Biologist, SEWRPC
Jeff Retzlaff, Director of Community Development, Village of Germantown

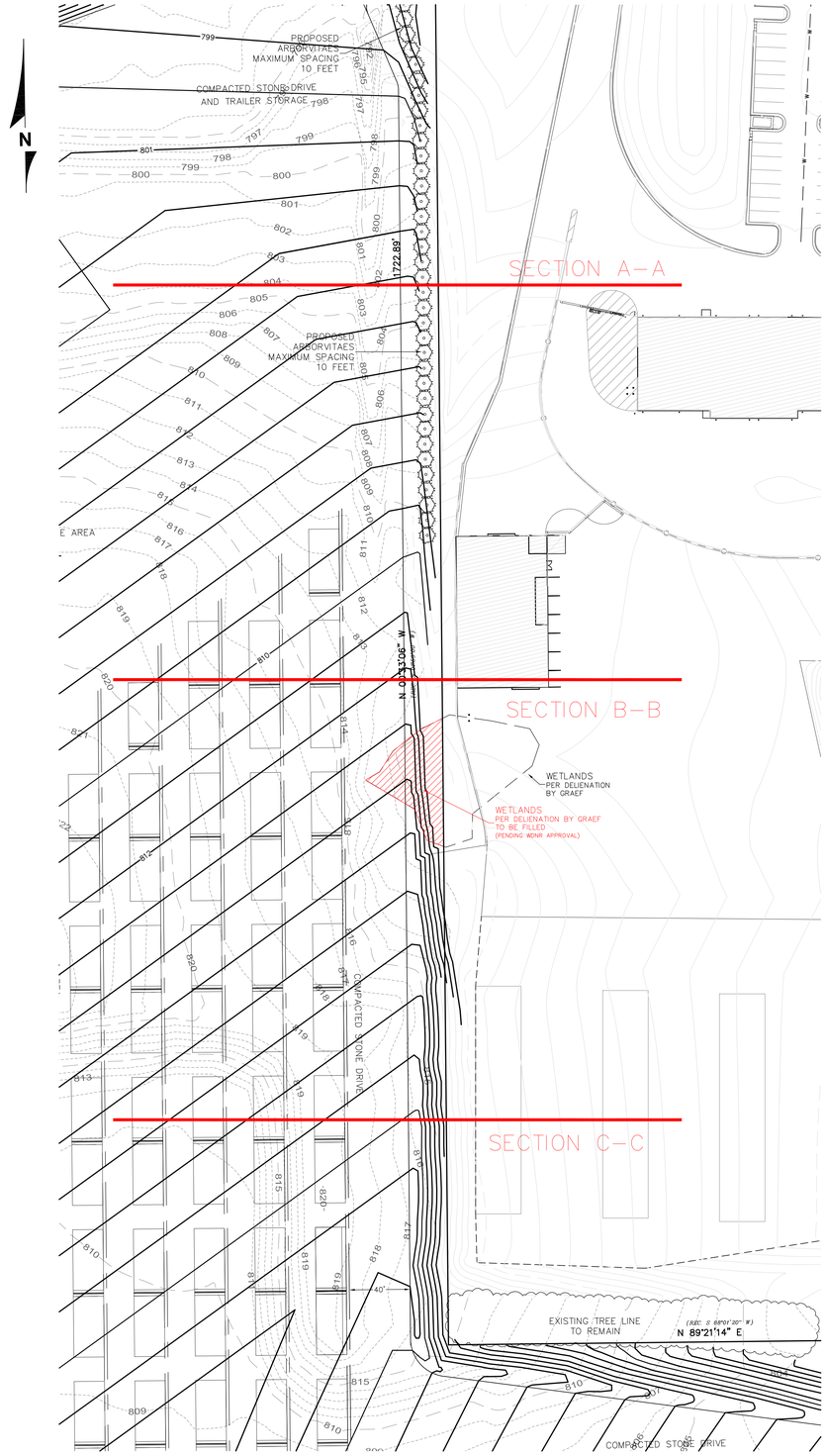
Portions of Wetlands W-5 and W-7 were found to not be subject to state of Wisconsin wetland regulations

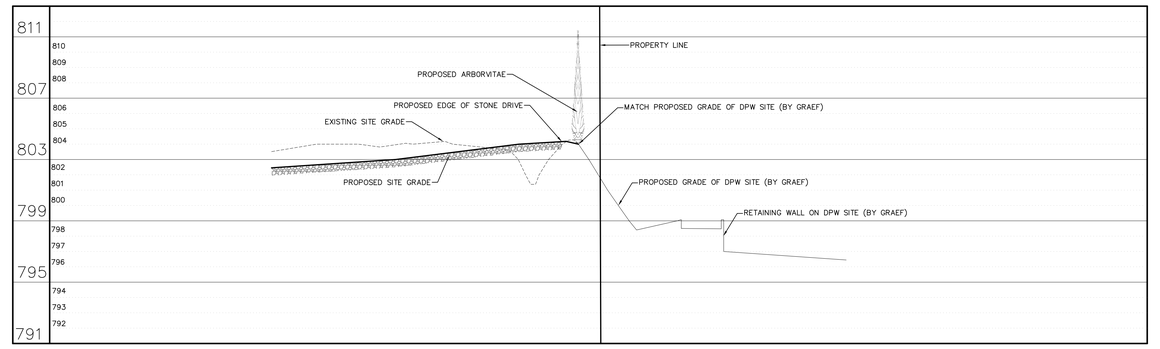


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STONECAST OFF-SITE STORAGE

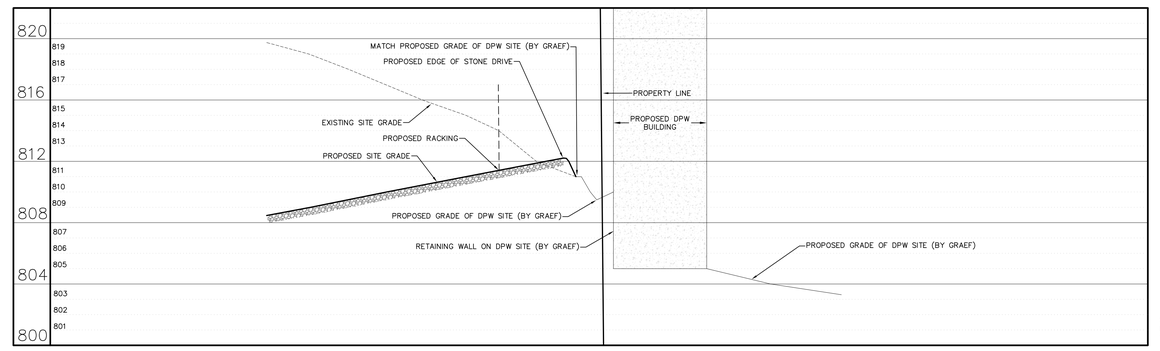
GERMANTOWN, WISCONSIN





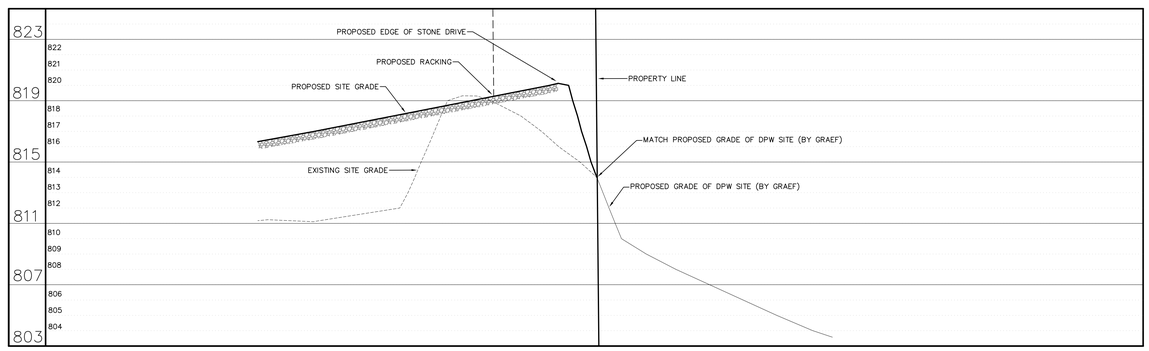
SCALE:
HORZ. 1"=40'
VERT. 1"=4'

SECTION A–A



SCALE:
HORZ. 1"=40'
VERT. 1"=4'

SECTION B–B



SCALE:
HORZ. 1"=40'
VERT. 1"=4'

SECTION C–C

CJE NO.: CJE2234R5
FEBRUARY 10, 2023

LEGEND

880	EXISTING CONTOUR
880	PROPOSED CONTOUR BY OTHERS
880	PROPOSED CONTOUR
x 880.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 INCH = 40 FT.

SITE GRADING PLAN
CROSS SECTION EXHIBIT

engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com



N

STONECAST OFF-SITE STORAGE

GERMANTOWN, WISCONSIN

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 INCH = 50 FT.

CJE NO.: CJE2234R5
FEBRUARY 10, 2023

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

SITE AREAS

PROPOSED SITE AREAS:
PROPOSED OPEN SPACE AREA: 701,643 S.F. (16.108 ACRES) [52%]
PROPOSED IMPERVIOUS AREA: 774,725 S.F. (17.785 ACRES) [48%]

TOTAL SITE AREAS: 1,476,368 S.F. (33.893 ACRES)

DISTURBED AREA: 1,060,397 S.F. (24.343 ACRES)

SITE PLAN EXHIBIT
WITH LANDSCAPING & EXISTING TREE COVER

VILLAGE BOARD

GERMANTOWN, WI

MEETING DATE: March 6, 2023

AGENDA ITEM: New Business

ITEM TITLES: Appeal of Impact Fee by Heritage Place Joint Venture LLC and JBJ's Companies Inc.

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

The Village received the attached appeal filed by Heritage Place Joint Venture LLC and JBJ Companies Inc. regarding impact fees imposed on the six building development known as Saxony Village. Per Section 3.14(6) of the Municipal Code I asked each department head effected by the appeal to submit a written report for the Village Board. Those reports are attached.

Based on the information I have received from the Department heads, I do not find any reason to reduce or waive the impact fees charged for Heritage Place Joint Ventures LLC and JBJ Companies for the development known as Saxony Village.

.Attached: Ordinance_____ Resolution_____ Other__X__

Recommendation:

It is staff's recommendation that the impact fees not be waived or reduced.

VILLAGE BOARD

GERMANTOWN, WI

MEETING DATE: March 6, 2023

AGENDA ITEM: New Business

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.Attached: Ordinance_____ Resolution_____ Other__X__

Recommendation:

It is staff's recommendation that the impact fees not be waived or reduced.

AXLEY ATTORNEYS

Robert C. Procter
rprocter@axley.com
608.283.6762

January 12, 2023

Via email and Federal Express

Village Board – Village of Germantown
c/o Village Clerk
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Appeal of Impact Fee on behalf of Heritage Place Joint Venture, LLC and JBJ Companies, Inc.
Our File: 28586.100862

Dear Clerk:

Please find enclosed Heritage Place Joint Venture, LLC's and JBJ Companies, Inc.'s appeal of the amount, collection, and use of the impact fees charged for the Saxony Village Apartments. This appeal is being submitted pursuant to Village of Germantown Ordinance #3.14.

As set forth in Ordinance #3.14, it is our understanding that you will provide a copy of this appeal to the appropriate department head who shall submit a written report and recommendation to the Board in 10 days or less. At the next Board meeting, the Board shall adopt a proposed resolution of the matter.

If you have any questions, please contact me.

Sincerely,

AXLEY BRYNELSON, LLP

Robert C. Procter

MEMORANDUM

To: **The Village Board**

From: **Gil Standridge, Parks and Recreation Director**

Date: **March 1, 2023**

Subject: **Park and Recreation Impact Fees**

In response to the request of Horizon Investment and Development Corporation on the reduction of impact fees collect by the Village of Germantown, I would submit that the Parks and Recreation Department would lose $126,592 in impact fees based on their request.

Based on the latest study the Village of Germantown did a needs assessment on our current facilities and anticipated needs through the year 2027. The Village Board adopted the needs assessment and approved an impact fee to insure that the Village would be able to provide the facilities needed to adequately meet the needs of all residents. The assessment was based on a per residential unit basis, not on the number of residents within a unit. The Park and Recreation facilities planned for the Village would be utilized by all age groups, and therefore, I could not recommend the reduction of the Park and Recreation Impact fee.

Gil Standridge
Parks and Recreation Director
Village of Germantown

Village Of Germantown

Germantown Fire Department
N115 W18752 Edison Dr
Germantown, Wisconsin 53022
Phone: (262) 502-4701
Fax: (262) 502-4744

March 1st, 2023

To: Steve Kreklow, Village Administrator

From: John Delain, Fire Chief

Subject: Impact Fee Appeal

The Germantown Fire Department believes that the impact fees assessed for Heritage Place and JBJ are correct. The impact fees in question have been used to finance fire department infrastructure in accordance with the needs assessment.

Future impact fees may be utilized to fund other fire stations or major infrastructure of the fire department based on the needs of the department or the Village.

FEBRUARY 28TH, 2023

TO: STEVE KREKLOW

FROM: CHIEF MIKE SNOW

SUBJECT: APPEAL – IMPACT FEES

CC: CC NAME

I have reviewed the appeal prepared by Attorney Robert Procter on behalf of property owner/developer, Heritage Place Joint Venture, LLC and LBJ Companies, Inc. My recommendation is that the Village of Germantown deny any reduction of impact fees for police protection.

I have reviewed contacts for the property in question, going back to 2017. Our officers have responded to numerous calls for service including, civil matters, noise complaints, requests for extra watch, reports of suspicious activity, municipal violations, mutual aid requests from other agencies, 911 emergency calls, rescue calls and other assorted complaints.

This property clearly benefits from the services of a full-time police department. With minimum staffing levels of 4-5 squads residents are assured a prompt police response when responding to calls for service. Our officers are diligent about making themselves visible throughout the Village when not assigned to calls. The proactive practices of our officers require that certain staffing levels be maintained. We need resources to ensure an appropriate response to the needs of our residents.

Our vision is to meet the ever-increasing demands for public safety services. We are committed to providing the most efficient and effective level of services possible. As expectations for law enforcement increase it is important that we maintain fees to enable us to meet these demands.

-MEMORANDUM-

March 2, 2023

TO: Steve Kreklow, Administrator

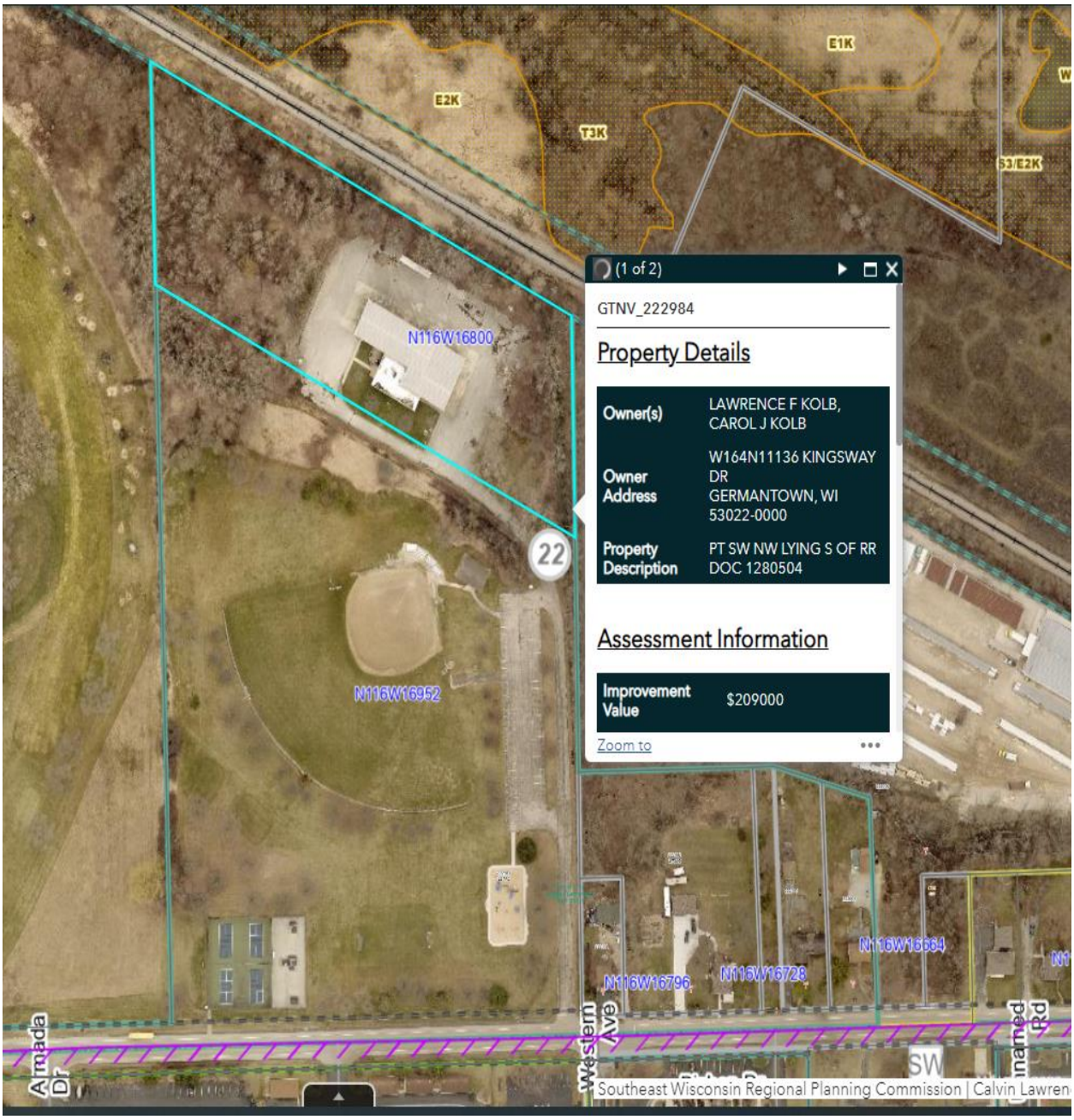
FROM: Lawrence W Ratayczak, PE; Director of Public Works

SUBJECT: Appeal Impact Fees – Heritage Place Joint Venture, LLC

For the Water impact fee, the needs analysis reflects the appropriate level of system needs necessitated by new development. Further, the requested offset is inappropriate because the infrastructure added by the developer was necessary for his development but does not address further needs in the rest of the system resulting from the development. I would recommend no change, reduction or offset.

For the Sanitary Sewer connection fee, I note that this is not an impact fee. With that said, the same analysis for the water would apply here.

Respectfully:


E1K
E2K
T3K
53/E2K
(1 of 2)
GTNV_222984
Property Details
Owner(s)
LAWRENCE F KOLB, CAROL J KOLB
Owner Address
W164N11136 KINGSWAY DR GERMANTOWN, WI 53022-0000
Property Description
PT SW NW LYING S OF RR DOC 1280504
Assessment Information
Improvement Value
$209000
Zoom to
N116W16800
N116W16952
N116W16796
N116W16728
N116W16664
22
Western Ave
Amada Dr
SW
Southeast Wisconsin Regional Planning Commission | Calvin Lawren



INDUSTRIAL BUILDING **FOR SALE**

12,805 Square Feet I 4.43 Acres

N116W16800 Main Street
Germantown, WI 53022

CONTACT

Zach Noble | (262) 510-6586
zn@twelve2cg.com

Twelve2 COMMERCIAL GROUP

SALE PRICE: $1,295,000

INDUSTRIAL BUILDING
FOR SALE



NOTES/FEATURES

- Large asphalt lot offers potential for heavy parking and/or outside storage requirements
- Access via shared driveway along neighboring Haupt Strasse Park
- Full drive through capability

PROPERTY **OVERVIEW**

N116W16800 Main Street, Germantown, WI

BUILDING SIZE	Office:	2,931 SF
	Warehouse:	8,874 SF
	Total:	12,805 SF
YEAR BUILT		1972
CONSTRUCTION		Metal
LOT SIZE		4.43 Acres
CLEAR HEIGHT		24’
LOADING		(4) Drive-In Doors (3 - 16’ x 14’; 1 - 12’ x 14’)
CRANES		(1) 1-Ton Overhead Bridge Crane
POWER		TBV
HVAC		Gas Modine Heat in Warehouse Office fully Air Conditioned
ZONING		M-1 Limited Industrial
ASSESSMENT (2022)		$336,500
TAXES (2022)		$5,682.89

Twelve2 COMMERCIAL GROUP

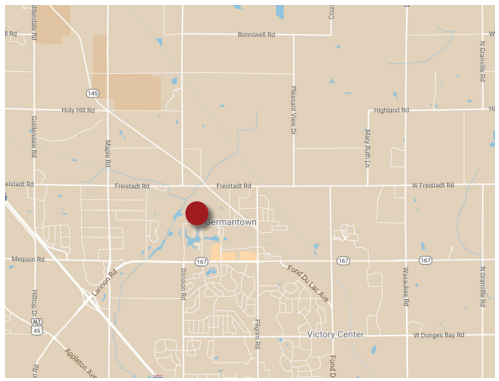
SALE PRICE: $1,295,000

Zach Noble | (262) 510-6586
zn@twelve2cg.com

AERIAL **OVERVIEW**

N116 N16800 Main Street, Germantown, WI 53022



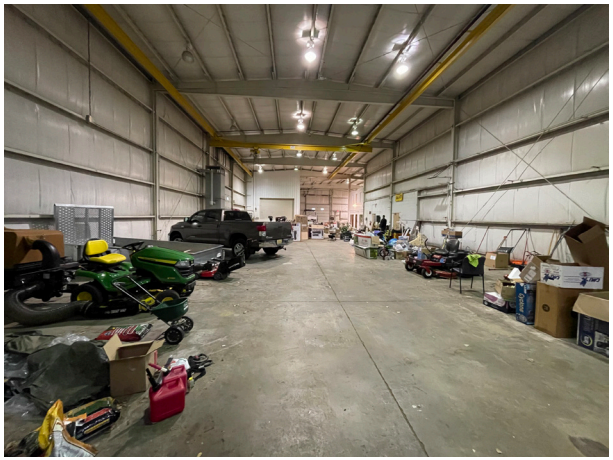


PROPERTY **PHOTOS**

N116 N16800 Main Street, Germantown, WI 53022













DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the following disclosure statement:

DISCLOSURE TO CUSTOMERS You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the customer, the following duties:

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law (see lines 42-51).
(e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your confidential information or the confidential information of other parties (see lines 23-41).
(f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

CONFIDENTIALITY NOTICE TO CUSTOMERS The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).
2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a later time, you may also provide the Firm or its Agents with other Information you consider to be confidential.

CONFIDENTIAL INFORMATION: _____

_____

_____

NON-CONFIDENTIAL INFORMATION (the following information may be disclosed by the Firm and its Agents): _____

_____

_____

_____ *(Insert information you authorize to be disclosed, such as financial qualification information.)*

DEFINITION OF MATERIAL ADVERSE FACTS

A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at 608-240-5830.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
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J.W. SPEAKER CORPORATION

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County (the "Village"), and J.W. Speaker Corporation, a Wisconsin Corporation (the “Developer”).

WHEREAS, Developer is the owner of certain lands in the Village of Germantown located generally east of Goldendale Road, north of Freistadt Road and south of the Wisconsin & Southern Railroad tracks, which is more fully described in the attached Exhibit A (the “Property”); and

WHEREAS, Developer intends to develop the Property to initially include a 30,000 sq. ft. SMT Manufacturing building, a 40,000 sq. ft. Design Center and an expansion of Developer’s Freistadt Road facility (the “Project”); and

WHEREAS, the Project will necessitate the expansion of the Village’s water and sanitary sewer facilities to serve the Property including the installation of water mains, sanitary sewer mains, roadway improvements, storm water facilities, and landscaping features as shown in the attached Exhibit B (the “Plans”); and

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

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

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

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

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

ARTICLE I – DEVELOPER OBLIGATIONS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by the Village including those improvements required by Sec. 18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed in a good and workmanlike manner by Developer with the exception of those improvements to be installed by the Village as detailed in Article II. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public, not a private, purpose.

1.02 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities, including an extension of 8" water main from the Village water main to be installed in Goldendale Road east on the Property for a distance of approximately 3,626 feet together with necessary private water laterals to service the proposed buildings, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All private water utility improvements shall be maintained in accordance with the Private Water Main Operation, Inspection and Maintenance Agreement in the form as attached as Exhibit C. All public water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.03 SANITARY SEWER FACILITIES. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all sanitary sewer facilities, including an extension of 10" sanitary sewer main from the Village sanitary sewer interceptor to be installed in Goldendale Road east on the Property for a distance of approximately 619 feet, 8" sanitary sewer main to the east for an additional 1,530 feet, and all necessary laterals to service the proposed buildings, before authorization for construction will be given, in accordance with Sec. 18.08(7) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to

review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone facilities, sewer facilities and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Development. All such services shall be located underground in accordance with applicable codes.

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

(1) Developer shall comply with the erosion control plan included in the Plans.

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

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

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed necessary by the Village Building Inspector, Engineer and/or their assignees. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Developer's escrow account or draw on Developer's letter of credit established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse

Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

1.06 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage facilities adequate to accommodate expected surface water flow within and through the Property, in accordance with Sec. 18.08(10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules, it being acknowledged that the Village and the Village Engineer have approved the same.

(1) Developer agrees that it responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities ("Storm Water Facilities") located on the Property. Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

(2) Developer shall install all storm sewer water facilities as shown on the Plans.

(3) All Public Storm Water Facilities shall be installed in an easement provided for the benefit of all owners of the Property.

1.07 LANDSCAPING. Developer shall complete all landscaping in accordance with the landscaping plans that form a part of the Plans and seeding, matting/mulching or sodding of Village right-of-way to the extent shown on the Plans, all to be completed prior to acceptance of the improvements by the Public Works Committee. This shall expressly include the installation of the landscape berms shown on the Plans for the benefit of the Neuland Subdivison located at the northeast corner of Freistadt and Goldendale Roads.

1.08 STREET IMPROVEMENTS. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all street improvements before authorization for construction will be given. This shall include the private street and driveway to be installed on the Property in accordance with Sec. 18.07 of the Municipal Code and those improvements to streets abutting the development in accordance with Sec. 18.08(15) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require reasonable document revisions and modifications in the reasonable best interests of the Village. The private street shall be installed within an access and maintenance easement allowing appropriate access to the Project and requiring maintenance to be the responsiblilty to the Developer, such easement shall be prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

ARTICLE II – VILLAGE OBLIGATIONS

2.01 PUBLIC UTILITY EXTENSIONS. Village, entirely at its own expense as a project cost of Germantown Tax Increment District No. 7 ("TID No. 7"), shall construct and install an extension of both the 16" public water main and the 18" public sanitary sewer interceptor from their current terminus located roughly at the corner of Freistadt and Goldendale Roads north approximately 2,400 feet along Goldendale Road to the Wisconsin & Southern Railroad tracks.

2.02 FINANCIAL INCENTIVE TO DEVELOPER. In consideration for the development and construction of the Project by Developer in the time and manner required herein, the Village agrees to pay a financial incentive to the Developer in a maximum amount of $708,000 (the "Incentive"). The Village further agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the "MRO"), in the maximum amount of $708,000.00. The total Incentive shall be paid pursuant to the following:

(1) Payment of the Incentive shall be paid annually from the Available Tax Increment generated by the Project. "Available Tax Increment" means Tax Increment actually collected by the Village with respect to the Property (including Tax Increment on Personal Property). More specifically, the Available Tax Increment for purposes of this Agreement will reflect the difference between the amount of tax collected on the equalized value of the Property as determined as on January 1, 2018, and the tax on the equalized value of the Property with the building and site improvements contemplated in this Agreement, and taxable personal property installation on the Property, and which tax is actually collected by the Village for the Special TID No. 7 Fund. The obligation to make such payments shall terminate as provided in Sub. (6) and/or (8) below, or at the earlier of the end of the currently remaining life of TID No. 7 or the date the full Incentive has been paid to Developer or as provided in Sub. (11) below. The Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID No. 7.

(2) Any payment to Developer hereunder shall be paid solely from the Available Tax Increment remaining after the Village makes its annual debt service payment on the General Obligation Bonds used to complete the improvements described in Section 2.01.

(3) Payments on the MRO shall be payable solely from the Special TID No. 7 Fund, and only to the extent that the Village shall have received as of such payment date Available Tax Increment generated by the Property and the Personal Property, and no MRO Default shall have occurred, and shall not be an obligation of or a charge against the Village's general credit or taxing power.

(4) Payments on the MRO shall commence with the first tax bill after the Village accepts the dedication of the public water and sanitary sewer improvements installed by the Developer. For Available Tax Increment paid by

Developer and collected by the Village by the July 31st due date, the payment date for the MRO shall be September 1st. By way of example, if the Village accepts the dedication of the public improvments prior to the tax bill generated in December of 2018, which would be paid by Developer on or before July 31, 2019, the MRO payment to Developer would be on September 1, 2019. All obligations for payment of the MRO shall terminate with the end of the final year of TID No. 7 as provided in Wis. Stat. § 66.1105, or may be sooner terminated as provided herein.

(5) Owner/Developer understands and agrees that the MRO of Village hereunder will be payable only to the extent that there exists Available Tax Increment as defined herein and generated pursuant to Wis. Stat. § 66.1105, with respect to the Property and Personal Property, and no MRO Default has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the Village, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Wis. Stat. § 66.1105.

(6) To satisfy in full the Village's obligations under the MRO, the Village shall have the right to prepay the outstanding balance of the MRO at any time. The prepayment option is available to provide the Village the option of early termination of TID No. 7.

(7) Under no circumstance shall the Village pay more to the Developer than the total amount of Available Tax Increment generated by the Project and collected by the Village during the term of this Agreement.

(8) If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

(9) THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THIS AGREEMENT. THE VILLAGE'S OBLIGATION TO MAKE PAYMENTS HEREUNDER IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT.

(10) The occurrence of any one or more of the following events shall constitute a MRO Default hereunder:

A. The Developer fails to make any property tax or installment payment within the time required by statute.

B. The Developer shall: (i) become insolvent or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Owner shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its assets.

C. Developer ceases to exist.

D. Developer sells or otherwise transfers the Property to an entity that is controlled by someone other than the principal owners of Developer unless such sale or transfer is the result of a merger and the Property continues to be utilized in the same manner as Developer.

E. The Project or any part of the Property becomes exempt from general property taxation.

(11) Except as otherwise set forth in this Agreement, upon the occurrence of any MRO Default, without further notice, demand or action of any kind by the Village shall have the right to suspend performance of any of its obligations or covenants under this Section 2.02.

ARTICLE III - CONSTRUCTION

3.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements contemplated by this Agreement in accordance with the Plans. Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction. Developer agrees that no work shall be scheduled for the improvements without the Village Engineer's written approval of the starting date and schedule, which approval shall not be unreasonably withheld, it being acknowledged that the Village and Village Engineer have approved the starting date and schedule. A pre-construction meeting shall be scheduled between Developer, the contractors and the Village prior to commencement of any construction on the improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

3.02 OCCUPANCY PERMITS. No occupancy permits under Chapter 14 of the Municipal Code shall be issued until the water main, sanitary sewer, and storm sewer improvements are installed, inspected by the Village utilities and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with 3.05 below, and all other improvements required by this Agreement are installed and accepted by the Public Works Committee.

3.03 REQUIRED PLANS. Developer shall submit to the Village Engineer for approval all of the plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

(1) Site grading plan
(2) Water main and storm sewer record-drawings, including plans for the Private Water System and sanitary sewer
(3) Erosion and sedimentation controls

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require document revisions and modifications to conform to Municipal Code.

3.04 EXISTING FLORA. Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses located within and on the berm along the northern edge of the Property and within the wetland areas which are protected and retained (e.g., those for which a fill permit has not been granted). Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

3.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and fire hydrant lead and storm water management facilities. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE IV - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer under the Municipal Code have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 8.01 of this Agreement.

ARTICLE V - PAYMENT OF FEES

5.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

5.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees shall consist of the following:

(1) Water:	$832.00/REC
(2) Fire Protection:	$0.63549/$1000 Building Cost
(3) Police Protection Facilities:	$ 0.2809/$1000 Building Cost
(4) Sewer Connection Fee	$4,060.00/REC

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of Building Permit issuance. One year following the issuance of the occupancy permit, Water and the Sewer Connection

Fees paid hereunder shall be reviewed and adjusted based upon the average actual usage with a final settlement to be completed and payable within 30 days of the completion of the review.

5.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10 (3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs
1.75% of the next $250,000 of construction costs, and
1.25% of construction costs which exceed $500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code. The fee as calculated based upon the required improvements hereunder is as as shown in Exhibit D.

5.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all reasonable professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for reasonable engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for reasonable inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as reasonably deemed necessary by the Village Engineer.

5.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

ARTICLE VI - SPECIAL PROVISIONS

6.01 SEWER CONNECTIONS. Developer shall install sewer connections, grease interceptors and sampling manholes at the Property in accordance with the Plans.

6.02 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as shown on the approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water

mark of a navigable waterway or 25 feet from a wetland. A note regarding this restriction shall be placed on the Final Plat, if any. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

ARTICLE VII - FINANCIAL GUARANTY

7.01 AMOUNT. Developer shall at the time of issuance of the building permit pay to the Village such funds as itemized in the attached Exhibit D which shall assure the faithful performance of Developer's obligations under this Agreement. The Village shall maintain these funds as security and draw upon them from time-to-time as needed to cover its costs. The Village shall provide regular updates as to the balance of the funds. Upon final acceptance of the public improvements, there shall be a final settlement on the funds based upon actual costs.

7.02 LIABILITY NOT RELEASED. All deposits given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

7.03 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

7.04 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke and/or withhold any and all occupancy permits until such breach is cured. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty (whether certified check or letter of credit) to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

7.05 ESTIMATED ASSESSED VALUE. Developer estimates that upon completion, the equalized value of Phase I and Phase II of the Project will be not less than $15,400,000. Developer agrees not to challenge any equalized assessed value of the Project up to $15,400,000, absent manifest error or mistake. If the Village performs all of its obligations under this Agreement and the first two phases of the Project fail to reach a total equalized assessed value of $15,400,000 or if Developer successfully challenges and causes a reduction of the assessed value of the Project below $15,400,000 after the first two phases of the Project are complete, then Developer shall pay to the Village an

amount equal to the amount of the general property taxes that would have been due for the Project, multiplying the Village's then current mill rate by a value of $15,400,000, less the amount of taxes actually paid for the Project (the "Differential Payment"). The Village shall submit a bill to Developer for the Differential Payment. Such a billing shall be submitted to Developer by the Village Treasurer by December 31st of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31st of the following year. Developer's obligations under this paragraph upon any default shall be collectible as general property taxes and any such delinquent amount shall constitute a lien upon the Project, as and in the same method, manner, status and legal existence as levied taxes are a lien pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. If any Differential Payment is not made when due, the Village may, in addition to all other remedies available to it, levy a special assessment or special charge against the Property in the amount of the unpaid Differential Payment. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Developer expressly agrees that this paragraph shall survive the termination of this Agreement, provided that Developer's responsibility hereunder shall terminate upon the closure of TID No. 7.

ARTICLE VIII - GUARANTEE AND INDEMNIFICATION

8.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article IV of this Agreement. Developer shall repair or replace any such improvements as reasonably required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

8.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, contractors or employees, except to the extent caused by the negligence or willful misconduct of the Village, its employees, agents or contractors, in connection with the performance of this Agreement. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village. The Village shall indemnify and hold Developer harmless against and from any and all liability, judgments, costs and expenses incurred by Developer as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the negligence of the Village, its agents, contractors or employees, except to the extent caused by the negligence or willful misconduct of the

Village, its employees, agents or contractors, in connection with the performance of this Agreement. In every case where judgment is recovered against Developer and where notice of the pendency of the suit and an opportunity to defend the same has been given to the Village within ten (10) days after service of such suit upon Developer, the judgment shall be conclusive upon the Village, not only as to the amount of damages, but also as to its liability to Developer.

8.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

8.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION: Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property or this Agreement, provided that such materials or substances were likely present at the time of such dedication or conveyance ; and, further provided, that such materials or substances exist on the Property because of the acts of Developer or Developer's contractors or employees. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon either the Village or Developer becoming aware of the occurrences of any event or the existence of any state of facts in respect of which such party has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(a) The indemnified party shall provide the indemnifying party notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the indemnified party's failure to timely notify the indemnifying party shall not prevent or in any way impair recovery by such party unless the indemnifying party is materially prejudiced as a result of such failure;

(b) Subject to paragraphs (c) through (f) below, the indemnifying party diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(c) The indemnified party may at its own expense hire counsel or consultants to monitor the Claim;

(d) The indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(e) The indemnifying party shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the indemnified party, it fails to diligently defend, negotiate or settle such Claim. In the event that the indemnifying party has lost its right to defend, negotiate or settle any Claim: (i) the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the indemnifying party's cost and expense, to defend, negotiate and settle any Claim, and (ii) the indemnifying party shall pay such reasonable costs and expenses incurred by the indemnified party within twenty (20) days of receipt of written notice from the indemnified party;

(f) If the indemnifying party does not timely assume responsibility for any Claim, the indemnified party shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of the indemnifying party, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE IX - TIME OF COMPLETION

9.01 COMPLETION DATE.

(1) Developer shall prepare detailed plans and obtain permits from all government authorities with jurisdiction over the Land with respect to the following phases of the Project:

A. "Phase I" shall consist of a SMT Manufacturing building of approximately 30,000 sq. ft., a Design Center of approximately 40,000 sq. ft., and the other infrastructure improvements required under this Agreement and as necessary to achieve final occupancy for Phase I, including but not limited to construction of the sanitary sewer and water mains serving the Project, construction of the internal private drive, and installation of the landscape berms, all as depicted on the Plans and as approved by the Village.

B. "Phase II" shall consist of an approximately 90,000 sq. ft. expansion of Developer's existing Freistadt Road facility, an approximately 2,000 sq. ft. meeting/retreat facility, and all other improvements required under this Agreement and as necessary to achieve final occupancy for Phase II, as generally depicted on the Plans and as approved by the Village.

C. Developer may complete an additional phase on the Property which may include up to 150,000 sq. ft. of additional manufacturing space.

(2) Subject to the remaining terms of this Agreement, Developer shall complete the Project which shall include installation of utility service, construction and installation of the sanitary sewer and water main improvements, stormwater facilities, driveways, parking lots, landscaping berms, and all other site work and improvements as may be required pursuant to the Plans for the Project, constructed in Phases I and II of the Project consistent with the schedule set forth below:

A. Phase I shall be commenced not later than September 1, 2018 and completed not later than December 31, 2019; and

B. Phase II shall be commenced not later than June 1, 2020 and completed not later than December 31, 2021.

Each phase shall be deemed completed upon a certificate of occupancy being issued by the Village for all of buildings in the phase and the Village accepting the water and sanitary sewer main extensions.

9.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take

title thereto. The reasonable costs of doing such work shall be collected as provided in Article VII of this Agreement.

9.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE X - GENERAL PROVISIONS

10.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement, shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

10.02 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any building, lot or parcel of land within the Property.

10.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

10.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

10.05 OWNERSHIP. Developer certifies and warrants to the Village that it is the sole owner of the real estate that comprises the Property.

10.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind J.W. Speaker Corporation as an authorized officer of the same.

10.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

10.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written

amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

10.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Municipal Code, or any statute or regulation governing the improvements.

10.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

10.11 REAL ESTATE TAXES. Developer agrees to timely pay or cause to be paid to the Village general property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Developer further agrees that, until the closure of TID No. 7, it will not sell, lease, assign or otherwise transfer or convey any interest in the Project or the Land to a person or entity exempt from general property taxation, nor otherwise use the Project in any manner that would cause all or a portion of the Project or Land to be exempt from general property taxation unless the exempt entity or user first enters into a Payment in Lieu of Taxes (PILOT) Agreement with the Village upon such terms as are agreeable to the Village.

ARTICLE XI - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of May, 2018 which shall be the effective date of this Agreement.

[SIGNATURE PAGES FOLLOW]

J.W. SPEAKER CORPORATION

By: _____

Name: Jamie Speaker

Its: Co-President

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this 18th day of May, 2018, the above-named, Jamie Speaker, Co-President of J.W. Speaker Corporation, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged that he or she executed the foregoing instrument in such capacity.

By: _____
Print Name: D. Goetze
Notary Public, State of Wisconsin
My Commission Expires: 1/11/19



VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

ATTEST:

By _____
Deanna Boldrey, Village Clerk

Per Village Board Approval: Dated May 21, 2018

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 21 day of May, 2018, the above-named, Dean Wolter, Village President, and Deanna Boldrey, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation.

By Village of Germantown
Print Name: Brian C Sajdak
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION

(SEE ATTACHED)

EXHIBIT B

IMPROVEMENT PLANS

(SEE ATTACHED)

EXHIBIT C

PRIVATE WATER MAIN
OPERATION, INSPECTION & MAINTENANCE AGREEMENT

(SEE ATTACHED)

EXHIBIT D

VILLAGE FEE SCHEDULE FOR PROJECT

(SEE ATTACHED)